



**PRODUCT DISCLOSURE STATEMENT  
AND POLICY DOCUMENT**

# DRIVELINE COMMERCIAL/FLEET





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# Introduction

Welcome and thank You for choosing the GT Insurance DriveLine Commercial/Fleet Insurance Policy.

## The Insurer

Allianz Australia Insurance Limited  
ABN 15 000 122 850 AFS Licence No. 234708.

## The Underwriting Agency

Global Transport & Automotive Insurance Solutions Pty Ltd (GT Insurance) ABN 93 069 048 255 AFS Licence No. 240714 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. 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 this insurance and to deal with or settle claims on behalf of Allianz. If You need information about this insurance in the first instance, contact GT Insurance.

## Accident Assist

GT Insurance offers emergency response, Accident coordination and support for You and Your Motor Vehicles and Mobile Plant 24 hours a day, 365 days a year.

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

- after Accident claims reporting service;
- general information relating to repairers and operating hours;
- co-ordination of alternative transport and accommodation;
- co-ordination of after Accident counselling services if required;
- urgent message relay service.

GT Accident Assist is supplied by Car-Trek Australia Pty Ltd trading as ISS First Response, ABN 60 506 986 136 of 10-14 Tower Court, Noble Park, Melbourne Vic 3174.

## 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 (for example, any Schedule, Supplementary PDS, or endorsement) which We tell You are included before entering into the contract or where required or permitted by law, 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: 01/02/2021.

## 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 (for example schedules, Supplementary PDSs and/or endorsements) may form part of Our PDS and Policy. If they do We will tell You before You enter into the Policy and in the relevant document. We may also issue other documents forming part of Our PDS and Policy where required or permitted by law.

## Other information

### If this insurance has been issued through an insurance intermediary

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

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

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

### Phone for assistance

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

For all enquiries, please call:

GT Insurance AFS Licence No. 240714  
Level 3, Suite 3.01, 213 Miller Street,  
North Sydney, NSW 2060  
PO Box 1937,  
North Sydney NSW 2059  
Website: [www.gtins.com.au](http://www.gtins.com.au)  
Phone: (02) 9966 8820  
Fax: (02) 9966 8840

## Summary of the available covers

### Part A – Loss or Damage

This covers loss or Damage to Your Insured Items that occurs during the Period of Insurance and within the Territorial Limits.

### Part B – Liability to third parties

This covers Your legal liability to pay for Damage or injury (other than injury covered by a CTP Policy) caused by an Accident that occurs during the Period of Insurance and within the Territorial Limits.

Where Your Schedule shows a monetary amount, CMV (current market value) or Market Value against the Sum Insured or T.S.I. (total sum insured) then Your Insured Item is covered for Part A and Part B, where applicable.

Where Your Schedule shows TPO (third party only) against the Sum Insured or T.S.I. (total sum insured) then Your Insured Item is covered for Part B only, where applicable.

### Understanding Your Policy and its important terms and conditions

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

- the rest of this Introduction, which sets out how You apply for cover, the basis on which We insure You, the Duty of Disclosure You need to meet before We insured You, Our Privacy Information and Our dispute resolution procedures;
- the Definitions, which sets out what We mean by certain words used in Your Policy;
- the Excess which sets out the type of Excesses that are applicable to Parts A and B of this Policy;
- the General Exclusions, the Specific Exclusions applicable to Part A and the Specific Exclusions applicable to Part B and the limits that apply to all covers and benefits;
- the General Conditions and the Special Conditions applicable to Part A set out certain general rights and obligations that apply to You and to Us. If You do not meet Your obligations, We may be able to refuse to pay You or may reduce what We pay for a claim to the extent We are prejudiced by Your noncompliance and to the extent permitted by law;

- the Claims Procedures which detail what You should do if You become aware of an Event that may result in You making a claim;
- all of the documents that make up the Policy, including the Schedule and any endorsements or other written changes to the cover We issue to You at or before entry into the contract or where required or permitted by law which contain specific details relevant to You which can affect the cover.

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

## Applying for cover

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

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

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

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

If You fail to comply with Your Duty of Disclosure We may be entitled to reduce Our liability under the Policy in respect of a claim to the extent Our interests are prejudiced by Your failure to comply with the Duty of Disclosure 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 the 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 Product Disclosure Statement (PDS) which sets out the standard terms of Your cover and its limitations; any applicable Supplementary PDS (SPDS) We issue that varies it;
- Your current Schedule issued by Us. The Schedule is a separate document which shows the insurance details relevant to You. It may include additional terms, conditions and exclusions relevant to You that amend the standard terms of this document. Only those sections 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) specified at or before entry into the contract. These written changes may vary or modify this document or Your Schedule where required or permitted by law.

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

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

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

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

## Premium

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

- some factors are pre-set e.g. costs of distribution and profit component. Other factors can affect the amount of Your premium. The higher Your risk profile is, the higher Your premium. Using Our experience We decide what factors increase Your risk profile and their impact on Your premium e.g. If You select higher limits, choose low Excesses or have a high claims experience, Your premium usually increases. If You select lower limits, choose higher Excesses or Your claims experience is low, Your premium usually reduces;

- Your premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and 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 be entitled to cancel the Policy in accordance with the process set out in the "How We may cancel this Policy" section.

### **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. The Schedule shows the amount You need to pay and the due date for the annual Premium or instalments.

We may cancel Your Policy if You pay Your premium by way of instalments and the premium instalment remains unpaid. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment. If the next attempt to deduct the outstanding amount fails, We will cancel Your policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effective 14 days from the date on this notice. So it's important that You pay Your instalments on time. If You can't, You should get in touch with Us immediately.

### **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) reduce or refuse Your claim to the extent We are prejudiced by Your noncompliance 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 Procedure section.

### **Cooling off period**

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

We may deduct any 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 and any Government taxes or duties We cannot recover. See Cancellation rights under Your Policy on the 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 this 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 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 this premium refund amount, We may deduct:

- a pro rata proportion of the premium for time on risk; 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.

In the event that You have made a claim under the Policy and We have agreed to pay You the full Sum Insured, Market Value or Agreed Value, whichever is applicable, for Your Insured Item, no return of premium will be made.

## 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 to the extent Our interests are prejudiced by Your failure to comply with the duty of disclosure, 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, 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, and 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](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.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

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

For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au/>

## Complaints

If You are dissatisfied with Our service in any way, please contact Us and We will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedures. If We do not make a decision within the period that We tell You We will respond, We will tell You about Your right to lodge a complaint with an external dispute resolution scheme.

If You are not happy with Our response, You can refer Your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Mail: GPO Box 3 Melbourne VIC 3001

For more information on how We handle complaints you can request a copy of Our procedures, using Our contact details on the back cover.

## 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. Please note that You need to comply with Your Duty of Disclosure before each renewal.

## 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, Emergency Services Levy. For further information contact Global Transport & Automotive Insurance Solutions Pty Ltd or Your intermediary.

## 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. Information about the Financial Claims Scheme can be obtained from <http://www.fcs.gov.au>

# Definitions

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

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

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

**Agreed Value** means the amount specified in the Schedule as the Agreed Value (if applicable) for Your Insured Item including signwriting. We will pay You the Agreed Value amount if Your Insured Item is deemed to be a Total Loss by Us.

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

**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.

**Dry Hire(d)** means that You hire Your Insured Item to another person but You do not supply an Employee to drive or operate Your Insured Item.

**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(s)** 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 that You pay as a contribution for each claim.

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

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

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

**GVM** means Gross Vehicle Mass which is the total weight of the Motor Vehicle including the body, payload, fuel and the driver.

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

**Insured Item** means Motor Vehicle and/or Mobile Plant as otherwise defined within this Definition 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 Insured Item by someone else without Your consent.

**Market Value** means the value of Your Insured Item, including signwriting, immediately prior to the loss or Damage using market prices exclusive of GST, stamp duty and transfer fees and taking into consideration the make, model, specifications and condition of Your Insured Item.

**Mobile Plant** means any self propelled appliance, equipment, machinery or implement including associated tools, components, fittings and accessories and that is not designed primarily for the transportation of people or cargo on public roads and thoroughfares.

It also includes any associated attachment for the Mobile Plant that:

- a) is described in Your Schedule;
- b) is permanently attached to the Mobile Plant; or
- c) has a Market Value no greater than 10% of the Mobile Plant Sum Insured.

It also includes hired in or non-owned Mobile Plant as covered by Optional Benefit EC122 but does not include Motor Vehicles or Vehicle Loading Cranes as otherwise defined within this Definition section.

**Motor Vehicle(s)** means the Motor Vehicle(s) and/or trailer(s), specified in Your Schedule or other documents forming Your Policy, including:

- a) sign-writing; and
- b) accessories comprising refrigerator, radio, CB radio, CD player, DVD player, telephone, TV receiver and GPS receiver but all only whilst attached to or within Your Motor Vehicle; and
- c) standard tools, accessories and appliances as supplied by the Motor Vehicle manufacturer; and
- d) ramps, ropes, binders, chains, chain dogs, pogo sticks, tarpaulins, gates; and
- e) fixed unspecified accessories.

The maximum We will pay for items under d) and e) is limited to \$10,000 inclusive to and not over and above the Market Value, per Event, per Motor Vehicle, unless otherwise specified in Your Policy Schedule; and

- f) any other agreed accessories or equipment fitted to Your Motor Vehicle which are specified in Your Schedule or otherwise specifically covered by Your Policy.

It does not include Mobile Plant as otherwise defined within this Definition section.

**Operating/Operational Lease** means a long term leasing agreement allowing You to use a vehicle in exchange for a regular expense payment and returning the vehicle at the end of the period without any further obligation to acquire or dispose of the vehicle.

**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.

**Optional Conditions** means the endorsement(s) or clauses described under the Optional Conditions section of this Policy. Optional Conditions 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 the Schedule unless the Policy otherwise ends earlier in accordance with its terms or the law.

**Policy** means this document, the Schedule, any endorsement, Optional Condition, Optional Benefit, 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, 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, Optional Conditions, restrictions, Policy number, relevant Insured Items, Sum Insureds or Agreed Values (if applicable), Excess(es), limits of Indemnity, sub limits, additional endorsements and/or conditions and premium. It also includes any documents that We and You agree in writing will form part of the Schedule.

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

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

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

**Tool of Trade** means:

- a) Your Mobile Plant and/or any attachment; or
- b) any attachment, equipment, tool or other apparatus attached to Your Motor Vehicle;

whilst preparing to engage in, being engaged in, or disengaging in the use or operation for which it was designed, which includes but is not limited to digging, excavating, lifting, lowering, suspending, drilling, boring, scraping, pumping, vacuuming, suction, harvesting, ploughing, earthmoving, shredding, hosing, grading, compacting, testing or other similar or like activities.

It does not include Vehicle Loading Cranes as otherwise defined within this Definition section.

**Total Loss** means where Your Insured Item 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:

- a) the lesser of the Market Value or Sum Insured of Your Insured Item; or
- b) the Agreed Value amount specified (if applicable) for Your Insured Item,

Less the cumulative amount of any applicable Excesses.

**Vehicle Loading Crane** means a crane that is mounted to Your Motor Vehicle for the express purpose of loading or unloading goods from that Motor Vehicle.

It does not include Mobile Plant as otherwise defined within this Definition section.

**Wet Hire** means that You hire Your Mobile Plant to another party with Your Employee to drive and operate Your Mobile Plant.

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

**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 a person referred to in clause a) above has a controlling interest in at the commencement of the Period of Insurance; and
- c) 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 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 Insured Item 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 amount You must contribute to each claim. Other Excesses may apply in addition to the basic Excess. These additional Excesses are shown in this section and/or in the Schedule. If We settle Your claim by making a cash payment to You, We will deduct the Excess from the amount We pay to You. In other circumstances, You may need to pay the Excess as a contribution to the repair or replacement.

### Age or Inexperienced Driver’s Excess

- a) If Your Motor Vehicle is a bus, sedan, station wagon, utility or other goods carrying vehicle less than 8 tonnes GVM and was being driven by or was in the control of a person as set out below, the following additional Excess per claim shall apply:
  - (i) under 21 years of age – \$700; or
  - (ii) under 21 years of age with less than 2 years’ experience – \$1,000; or
  - (iii) aged 21 and under 25 years of age – \$350; or
  - (iv) aged 21 and under 25 years of age with less than 2 years’ experience – \$650; or
  - (v) aged 25 years or over with less than 2 years’ experience – \$300.
- b) If Your Motor Vehicle is a bus or coach or a rigid truck of 8 tonnes GVM or greater and was being driven by or was in the control of a person as set out below, the following additional Excess per claim shall apply:

- (i) aged 21 or over but with less than 6 months experience with this class of Motor Vehicle – \$2,500; or
  - (ii) aged 21 years and under 25 years of age with more than 6 months experience with this class of Motor Vehicle – \$500.
- c) If Your Motor Vehicle is a prime mover and was being driven by or was in the control of a person as set out below, the following additional Excess per claim shall apply:
- (i) aged 25 or over but with less than 2 years' experience with this class of Motor Vehicle – \$5,000.
- d) If Your Mobile Plant was being driven, operated by or was in the control of a person as set out below, the following additional Excess per claim shall apply;
- (i) under 21 years of age – \$1,000;
  - (ii) aged 21 and under 25 years of age – \$500.

### Harvester Terrain Excess

If Your Mobile Plant is a harvester, front, header or draper an Excess of \$10,000 will apply in addition to any other Excess payable for any claim for loss or Damage arising from collision or impact with terrain including, but not limited to, rocks, vegetation, fences, trees, tree stumps, logs and ground undulations.

However, this Harvester Terrain Excess will not apply if at the time of the loss or Damage Your Mobile Plant was being used on property that You own or lease.

### Incorrect administering of a correct additive Excess

If a claim is made under Additional Benefit clause 17 Incorrect administering of a correct additive of this Policy, the following minimum Basic Excess will apply in addition to any other Excesses applicable under Your Policy:

If Your Insured Item is a:

• P/Mover	\$10,000
• Bus or coach	\$10,000
• Rigid Truck or other goods Carrying Vehicle with a 4.5 tonnes GVM or greater	\$5,000
• Plant & Machinery	\$5,000
• Sedan, SUV, 4WD or a goods carrying vehicle under 4.5 tonne GVM	\$500

If the Basic Excess shown in Your Policy Schedule or subsequent Schedule is greater than the above, then the greater Basic Excess is to apply.

### Locking Devices

If Your Mobile Plant suffers loss or Damage due to malicious contamination to fuel, lubrication or hydraulic systems of Your Mobile Plant then an additional Excess of \$5,000 will be applicable.

### Non-owned Trailer Excess

If Your Insured Item is a trailer and is subject to a claim under:

- e) Additional Benefit applicable to Part B 6. Non-owned Trailer (Liability); or
- f) Optional Benefit EC104 Non-owned Trailer (Liability); or
- g) Optional Benefit EC112 Non-owned Trailer (Comprehensive),

then a basic Excess of \$2,500 per trailer shall apply unless otherwise specified in the Schedule.

### Outside Radius Excess

If Your Motor Vehicle is a bus or coach, articulated or goods carrying vehicle of 8 tonnes GVM or greater and is being driven outside the radius limit shown in the Schedule the Excess payable by You will be increased by 100% (doubled).

### Tipping Excess

If Your Motor Vehicle is a rigid body tipper, a tipping trailer or a trailer designed with hydraulics to self load or unload any type of goods and loss or Damage occurs whilst any hoist, ram or stabilizing leg is partially or fully extended the basic Excess payable by You will be increased by 100% (doubled).

### Trailer Excess – Liability to third parties

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

### Other Excess

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

## Faultless Excess Waiver

If Your Motor Vehicle is a sedan, station wagon, 4WD, bus or coach or other goods carrying vehicle of less than 8 tonnes GVM and the amount of the claim exceeds the cumulative amount of the applicable Excesses, You will not be required to pay any Excess for a claim if:

- a) the Accident which gave rise to the claim was completely the fault of the driver of the other vehicle; and
- b) You have supplied:
  - the name and address of that driver;
  - the registration number of the other vehicle; or
  - any other information that would reasonably allow Us to identify the driver or the other vehicle so that We can exercise Our rights of recovery.

## Windscreen Excess Waiver

If Your Motor Vehicle is a sedan, station wagon, 4WD, utility or other goods carrying vehicle of less than 4.5 tonnes GVM and the only Damage to Your Motor Vehicle is to the windscreen or other fixed glass, You will not be required to pay any Excess.

# The Cover

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 Insured Item is shown in the Schedule as insured for cover option Part A We will cover You in accordance with the Basis of Settlement for:

- a) Accidental Damage to Your Insured Item including Damage caused by flood or earthquake;
  - b) loss or theft of Your Insured Item where Your Insured Item is not recovered or recovered Damaged;
  - c) Malicious Damage to Your Insured Item;
- that occurs during the Period of Insurance and within the Territorial Limits.

### Basis of settlement applicable to Part A

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

### Repair

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

### Total Loss

If Your Insured Item is a Total Loss We will,

- a) pay the Market Value or Sum Insured for the Insured Item, whichever is the lesser; or
- b) replace Your Insured Item; or
- c) where Your Schedule specifies an Agreed Value for Your Insured Item, pay the Agreed Value as specified in the Schedule; or
- d) where the Insured Item is under an Operating/Operational Lease, pay the amount required by the owner under the Operating/Operational Lease agreement or Market Value or Sum Insured, whichever is the lesser.

## Contribution

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

Before We ask You to contribute We will explain why, tell You how much it will be and how to pay it prior to the authorisation of any repairs.

## Limit of Indemnity applicable to Part A

We will not pay more than the Sum Insured, Market Value or Agreed Value in accordance with the Basis of Settlement in respect of any one Insured Item 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 Part A to any number of Motor Vehicles and Mobile Plant arising from 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 Part A

In order to be sure that You are covered under this policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You asked Us first.

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

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

Each Additional Benefit will specify whether it applies to Motor Vehicle, Mobile Plant or both (Insured Item).

### 1. Additional cost of reinstatement

If the required repairs to Your Mobile Plant necessitate it being repaired to a condition better than it was prior to the loss or Damage occurring and in doing so incur additional cost, in order to comply with the requirements of any Government legislation or regulation to allow normal use of the Mobile Plant, then We will pay such additional costs:

- a) up to 10% of the Sum Insured of Your Mobile Plant; or
  - b) \$50,000,
- whichever is the lesser.

We will not pay for any additional costs in complying with such Government legislation or regulation that You were required to comply with prior to the loss or Damage occurring.

### 2. Appreciation in Market Value

If Your Mobile Plant suffers loss or Damage as a result of an Accident We will increase the Sum Insured of Your Mobile Plant by up to 25% in accordance with its appreciation in value if:

- a) We agree that its Market Value was equal to or less than its Sum Insured at the beginning of the Period of Insurance or if added subsequently, at the time it was added to Your Policy; and
- b) We agree that its Market Value immediately prior to the Accident exceeded its Sum Insured.

This Additional Benefit will not apply to:

- a) loss or Damage caused directly or indirectly by theft and/or fire other than fire resulting from impact Damage; or
- b) to non-owned or hired in Mobile Plant; or
- c) Optional Benefit EC122 Hired in and Non-owned Mobile Plant.

### 3. Continuance of load cover

If Your Motor Vehicle suffers loss or Damage and a claim has been accepted under Part A of this Policy, and Your Motor Vehicle is more than 100 kilometres from its point of departure and is unable to continue the journey, We will pay for You to hire another vehicle to complete the journey for the purposes of delivering the freight, that is in Your Motor Vehicle only.

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

### 4. Delivery expenses

If Your Insured Item suffers loss or Damage or if it is stolen and recovered undamaged, We will pay the cost of returning Your Insured Item to You at Your usual place of garaging or depot.

The maximum We will pay is limited to \$35,000 per Event.



## 5. Difference in Excess for rental vehicles

Where You rent a sedan, station wagon, utility or 4WD in connection with Your business We will cover the amount You have to pay for the excess under the rental agreement that exceeds the amount You would have to pay as the basic Excess under this Policy provided the Damage or loss is claimed under the rental agreement.

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

## 6. Disablement modification

We will pay the reasonable costs to carry out any necessary modifications to Your Motor Vehicle should You or Your Employee, as a result of an Accident covered by Part A of this Policy, suffer any permanent disabilities requiring such modifications.

The maximum We will pay is limited to \$10,000 per Event.

## 7. Dry Hire difference in conditions – Mobile Plant

Notwithstanding General Exclusion 7. Hire out of vehicles (Dry Hire), if at the time of an Accident Your Mobile Plant was Dry Hired out and You did not release from liability nor waive Your rights to recover from the hirer, either by verbal or written agreement, for any loss or Damage the hirer incurs, and:

- a) the hirer of Your Insured Item failed to arrange and maintain a current insurance policy covering the Mobile Plant for loss or Damage; or
- b) the coverage provided by the hirer's insurance policy was not as extensive as the coverage provided under Part A of this Policy; or
- c) the hirer did not hold the relevant licence or ticket required to drive or operate Your Mobile Plant and You could not reasonably have known that the hirer did not hold such licence or ticket; or
- d) the hirer was under the influence of alcohol or drugs and You could not reasonably have known that the hirer was under the influence; or
- e) the hirer deliberately or recklessly overloaded or incorrectly loaded Your Mobile Plant,

then We will pay for loss or Damage arising from the difference in cover provided by such other policy and the cover provided by this Policy.

## 8. Emergency temporary repairs

If Your Insured Item suffers loss or Damage We will reimburse You the costs necessary to effect temporary repairs to Your Insured Item.

The maximum We will pay is limited to \$10,000 per Event.

## 9. Employees' personal property

If Your Insured Item suffers loss or Damage, for which a claim is accepted under Part A of this Policy, and Your Employee sustains loss or Damage to their personal effects as a result of the Event, We will reimburse Your Employee for their loss after the application of any applicable Excesses.

We will reimburse the replacement cost of the personal effects to a maximum of \$3,500 per Event.

This Additional Benefit will not apply to cash or negotiable securities and will not apply if the only claim under this Policy is by virtue of this Additional Benefit or Additional Benefit clause 18 Keys and Locks.

## 10. Employee professional counselling

If Your Employee, as a driver or passenger in Your Insured Item, has been involved in an Accident and a claim has been accepted under Part A of this Policy We will pay the reasonable costs for Your Employee to obtain professional counselling.

The maximum We will pay is limited to \$5,000 per Event and We will not pay any costs which are covered by Medicare, a statutory or compulsory insurance scheme, private health insurance or for which We are not permitted by law to provide.

## 11. Expediting expenses

Where a claim has been accepted under Part A of this Policy We agree to pay for the associated costs and expenses You incur to expedite the permanent repairs of Your Insured Item.

The maximum We will pay is limited to \$10,000 per Event or 50% of the repair cost, whichever is the lesser.

## 12. Family expenses during driver hospitalisation

If Your Employee driver of Your Insured Item is hospitalised as a result of an Accident and a claim has been accepted under Part A of this Policy We will pay transport and accommodation costs, within Australia only, incurred by the Employee drivers immediate family to attend the hospital.

The maximum We will pay is limited to \$4,000 per Period of Insurance.

## 13. First aid kit

If Your Insured Item suffers loss or Damage We will pay the reasonable cost to restock or replace any first aid kit that was necessarily used at the time of loss or Damage.

#### **14. Funeral expenses**

If Your Insured Item suffers loss or Damage that directly causes the death of the driver of the Insured Item We will pay for the funeral expenses of the deceased.

The maximum We will pay is limited to \$10,000 per Event for any costs in excess of that payable by any accident compensation authority, medical fund or another insurance policy.

#### **15. Hire of replacement vehicle (bus or coach)**

If Your Motor Vehicle is a bus or coach and is un-roadworthy due to an Accident or has been stolen and a claim has been accepted under Part A of this Policy then We agree to pay up to \$600 per day towards the cost of hiring a replacement vehicle for up to a maximum of 20 days from the date of Accident or theft whilst Your Motor Vehicle remains un-roadworthy or stolen provided a replacement vehicle is not available from within Your fleet.

If the repairs are completed, the stolen Motor Vehicle is recovered, or payment of Total Loss is made by Us within this 20 day period then the cover under this Additional Benefit shall cease at that time.

The benefits payable under this Additional Benefit and Additional Benefit 16. Hire vehicle following theft, are not cumulative and cannot be claimed in succession in relation to the same Event.

#### **16. Hire vehicle following theft**

If Your Insured Item is stolen We will reimburse You for the cost of hiring a vehicle for a period of up to 30 days or to the date Your Insured Item is recovered, whichever is the lesser.

The maximum We will pay is limited to \$10,000 per Event.

The benefits payable under this Additional Benefit and Additional Benefit 15 Hire of replacement vehicle (bus or coach), are not cumulative and cannot be claimed in succession in relation to the same Event.

#### **17. Incorrect administering of a correct additive extension**

If Your Insured Item suffers Damage as a result of the incorrect administering of a correct additive, including but not limited to AdBlue, We will pay the costs associated with the repair of such Damage but subject to the basic Excesses as outlined in the Excess – Incorrect Administering of a Correct Additive Excess section of this Policy.

#### **18. Keys and locks**

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

The maximum We will pay is limited to \$10,000 per Event and no Excess will apply if there is no other loss or Damage to Your Insured Item.

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

#### **19. Mobile Plant accessories**

We will pay for loss or Damage to unspecified accessories that would normally attach to Your Mobile Plant even if they are not attached to Your Mobile Plant at the time of loss or Damage.

The maximum We will pay is limited to \$10,000 or 10% of the Sum Insured of the Mobile Plant to which they would normally attach, whichever is the lesser and for any one Event. You must pay an Excess of \$1,000 for any claim We accept under this Additional Benefit.

We will not pay:

- a) more than the Sum Insured if both Your Mobile Plant and its accessories are Damaged; and
- b) unless We are satisfied that the Sum Insured of Your Mobile Plant accurately reflects the Market Value of Your Mobile Plant including all of its accessories; or
- c) for GPS, laser or other guidance equipment whether they are attached or not attached to Your Mobile Plant at the time of loss or Damage, unless We have agreed in writing to cover such equipment and You have paid any additional premium that We require.

For the avoidance of doubt, unspecified accessories means accessories that have not been specified by You in Your declaration of Mobile Plant to Us.

#### **20. Passengers baggage (bus or coach)**

If Your Motor Vehicle is a bus or coach We will pay for loss or Damage to passenger's baggage whilst being transported within Your bus or coach or attached luggage trailer.

This Additional Benefit will not cover:

- a) theft, unless there is forcible entry to Your securely locked Motor Vehicle;
- b) loss or Damage to cash or any negotiable security;
- c) loss or Damage to baggage loaded by any passenger;
- d) loss or Damage to baggage that is not accompanied by a passenger travelling on the Motor Vehicle; or

- e) loss or Damage caused by:
  - (i) depreciation or wear and tear;
  - (ii) deterioration resulting from atmospheric conditions.

This Additional Benefit is subject to a \$100 Excess per passenger per Event.

The maximum We will pay is limited to \$1,000, less Excess, per passenger, per Event and further limited to \$20,000, any one Period of Insurance.

## 21. Recovery expenses – Motor Vehicle

If Your Motor Vehicle suffers loss or Damage We will pay:

- a) the costs necessarily incurred for the clean-up;
- b) recovery and removal of Your Motor Vehicle; excluding any load, to the nearest repairer approved by Us.

The maximum We will pay is limited to \$100,000 per Event.

## 22. Recovery expenses – Mobile Plant

If Your Mobile Plant suffers loss or Damage We will pay the following subject to Our prior written consent:

- a) the costs of dismantling and transporting the Mobile Plant for the purpose of effecting the repairs; and
- b) the costs of recovery of the Mobile Plant, its parts and components, including handling and transportation of the Mobile Plant and its parts and components to and from places of repair.

Please contact Us to confirm approval for these expenses.

The maximum We will pay is limited to \$250,000 per Event.

## 23. Removal of load

If Your Motor Vehicle suffers loss or Damage We will pay for the costs necessarily incurred by You for the clean-up and removal of the goods being carried but only in excess of those costs for which the goods are covered by other insurance.

The maximum We will pay is limited to \$50,000 per Event.

## 24. Repatriation/Accommodation expenses

If Your Motor Vehicle suffers loss or Damage when it was more than 100kms from its depot or place of garaging and Your Motor Vehicle is un-roadworthy to drive We will reimburse You the reasonable cost:

- a) to return Your driver and any non paying passenger 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 \$5,000 per Event.

## 25. Retrieval expenses – No Damage

If Your Insured Item becomes unintentionally immobilised, during the Period of Insurance, other than as the result of loss or Damage otherwise excluded by the Policy, We will pay the costs necessarily incurred by You for the recovery and/or retrieval of Your Insured Item to a place of safety.

The maximum We will pay is limited to \$50,000 per Event and in any one Period of Insurance.

You must pay to Us the Excess(es) applicable to Your Insured Item for any claim accepted by Us under this Additional Benefit.

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

## 26. Reward costs

If Your Insured Item is stolen We will pay up to \$5,000 for a reward that You offer that results in the recovery of Your Insured Item provided that We have agreed in writing to cover the reward costs prior to the reward being offered.

## 27. Total Loss benefits

Where We determine that Your Insured Item is a Total Loss one of the following benefits may be applied. In the event that more than one benefit is operative, We will only apply one benefit – being the benefit with the highest value.

### 27.1 Finance payout

If Your Insured Item is considered by Us to be a Total Loss and the amount owed by You under a lease or other valid finance agreement is greater than the Total Loss Amount, We will, pay the Total Loss Amount, plus:

- a) for an Insured Item with a Total Loss Amount less than \$500,000, up to an additional 25%, limited to the total amount owing under the lease or other finance agreement; or
- b) for an Insured Item with a Total Loss Amount of \$500,000 or greater, up to an additional 20%, limited to the total amount owing under the lease or other finance agreement;

Less,

- a) any payments and/or any interest in arrears on the date of the loss or Damage; and

- b) 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; and
- c) any GST where the GST component of the purchase price of Your Insured Item was financed as a part of the lease or finance agreement and You are registered for GST; and
- d) 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 pay-out benefit will not apply:

- a) to loss of or Damage caused directly or indirectly by theft and/or fire, other than fire resulting from impact Damage; or
- b) if You are more than 30 days in arrears with any payments on the date of the loss or Damage; or
- c) to non-owned or hired in Motor Vehicles. This does not apply to Motor Vehicles that are under an Operating/Operational Lease;
- d) to non-owned or hired in Mobile Plant. This does not apply to Mobile Plant that are under an Operating/Operational Lease; or
- e) to Optional Benefit EC122 Hired in and Non-owned Mobile Plant.

### 27.2 New Motor Vehicle replacement for Total Loss

If Your Motor Vehicle is a sedan, station wagon, 4WD, bus, utility or goods carrying vehicle less than 4.5 tonnes GVM, and We consider it to be a Total Loss within 2 years of its original registration, We will replace Your Motor Vehicle with a new vehicle of the same or similar make and model. In replacing Your Motor Vehicle 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 Motor Vehicle's model has been deleted from the manufacturer's range or has been superseded by a vehicle that We consider is significantly different; or
- b) Your Motor Vehicle was purchased as an end of series or run-out model; or
- c) We are unable to replace Your Motor Vehicle; or
- d) You elect not to replace Your Motor Vehicle under this Additional Benefit,

We will only pay the actual purchase price You paid for the Motor Vehicle, including delivery charges and stamp duty if they formed part of Your purchase, less any applicable Excesses.

This Additional Benefit does not apply:

- a) to non-owned or hired in Motor Vehicles; or
- b) to Motor Vehicles under an Operating/Operational Lease.

### 27.3 Sum Insured payout or replacement vehicle

If Your Insured Item is a Motor Vehicle of 4.5 tonnes GVM or greater or registered Mobile Plant and We consider it to be a Total Loss within 2 years of its original registration date, or if Your Insured Item is an unregistered Mobile Plant and We consider it to be a Total Loss within 2 years of the date that You purchased it new and unused, We will pay at Your option one of the following:

- (i) **Option A** – We will pay the Sum Insured shown in the Schedule less any applicable Excesses. The maximum We will pay is the purchase price of the Insured Item inclusive of delivery charges and stamp duty only, less any applicable Excesses, subject to any adjustment in accordance with the GST provision. We will not pay for registration, insurance and other associated costs; or
- (ii) **Option B** – If You require a replacement vehicle We will pay for the replacement of Your Insured Item with a new item of the same model, make and specification. The maximum We will pay is the purchase price of Your Insured Item plus an additional 20% inclusive of delivery charges and stamp duty only. We will not pay for registration, insurance and other associated costs.

However, where:

- a) Your Insured Item's model has been deleted from the manufacturer's range or has been superseded by an item We consider is significantly different; or
- b) Your Insured Item was purchased as an end of series or run-out model,

We may decide to only pay You as per option A of this Additional Benefit.

This Additional Benefit does not apply:

- a) to non-owned or hired in Motor Vehicles and Mobile Plant; or
- b) to Motor Vehicles and Mobile Plant under an Operating/Operational Lease; or
- c) to Optional Benefit EC122 Hired in and Non-owned Mobile Plant.

## 28. Two wheel and box trailers

We will cover Damage to Your two wheel or box trailer if it is Damaged whilst attached to a Motor Vehicle that is covered under Part A of this Policy.

The maximum We will pay is the Market Value of the two wheel or box trailer subject to a limit of \$2,500 unless otherwise noted on Your Schedule of Insured Items declared to Us prior to the Damage occurring.

## 29. Wet Hire subrogation waiver – Mobile Plant

Where You hire out Your Mobile Plant under Wet Hire conditions and the Wet Hire agreement:

- a) requires You to release the hirer from liability for loss or Damage to Your Mobile Plant; or
- b) requires that You provide insurance on Your Mobile Plant for the hirer,

then We agree to waive any right of recovery We may have against the hirer of Your Mobile Plant for loss or Damage caused to Your Mobile Plant.

## 30. Work Substitute Vehicle

We will cover You for loss or Damage to a Substitute Vehicle You are driving, whilst Your Insured Item is undergoing repairs or service, and whilst the Substitute Vehicle is being used by You or Your Employee in the course of Your Business.

However, We will only pay up to the Sum Insured noted in Your Policy Schedule for Your Insured Item that the Substitute Vehicle is substituting for.

Furthermore, We will not provide this Additional Benefit if the Substitute Vehicle is subject to a self-drive hire agreement.

## Specific conditions applicable to Part A

### 1. Average

If Your Insured Item is:

- a) a Motor Vehicle of 4.5 tonnes GVM or greater; or
- b) Mobile Plant,

and at the time of an Accident giving rise to a claim under Part A the Sum Insured of Your Insured Item is less than 80% of the current Market Value, We will pay only such proportion of the repair costs as the Sum Insured bears to 80% of the Market Value of Your Insured Item.

However, this Special Condition will not apply to Your Mobile Plant if We determine the difference between the Sum Insured and Market Value is due to appreciation in value.

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

## 2. Marine average

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

## Specific exclusions applicable to Part A

We will not cover You under this Part A for any loss, Damage or liability directly or indirectly caused by, arising from or in any way connected with:

### 1. Breakage of blades and other working surfaces

the following items forming part of Your Insured Item whilst they are in use performing their designed purpose:

- a) blades, cutting edges, cutting discs, knives, hammers, wear plates, pulverizing and crushing surfaces, screens, sieves, belts; and
- b) drill rods and bits including, but not limited to, any part attaching to or forming part of the drill rod or bit such as pipes, shafts, guides, filters, gaskets, plugs, caps, beacon housing, tool heads, nozzles and any other electronic mechanism.

### 2. Deterioration

any of the following resultant mechanical Damage to Your Insured Item from:

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

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

### 3. GPS, laser and guidance equipment

any global positioning system (GPS), laser or other such guidance equipment used in connection with Your Mobile Plant, regardless of whether they are located in or on Your Mobile Plant at the time of loss or Damage unless We have agreed in writing to cover such equipment and You have paid any additional premium that We require.

### 4. Incorrect fuel, incorrect additive or non-approved fuel systems

- a) the use of incorrect fuel or incorrect additive; or
- b) the use of a fuel system in Your Insured Item:
  - (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.

However, this Exclusion will not apply to the use of incorrect fuel or incorrect additive if Your Insured Item is a sedan, station wagon, hatchback, 4WD or other similar passenger vehicle or utilities and vans under 4.5 tonne GVM.

### 5. Loss of fuel

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

### 6. Loss of oil/coolant

loss or Damage to Your Insured Item 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 Insured Item.

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 Insured Item 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 Insured Item, 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 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.

However, this exclusion will not apply if Your Insured Item:

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

### 7. Multiple crane lift

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

### 8. Pre-existing Damage

the cost of:

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

### 9. Repossession

any person repossessing or attempting to repossess Your Insured Item due to a finance debt.

### 10. Setting of concrete/bitumen

any agitator, barrel, bowl or tanker trailer or pump and their fittings caused by the hardening or setting of concrete or bitumen.

However, this Exclusion will not apply if You, Your driver/operator or any other covered persons have taken all reasonable steps to remove the concrete or bitumen from the Insured Item.

### 11. Theft by hirer

the theft or attempted theft of Your Insured Item by any hirer.

### 12. Tidal movement

Your Mobile Plant from partial or total immersion in water due to tidal movement unless You, Your Employee(s) or any other covered persons have taken all reasonable steps to prevent or minimise the loss or Damage by all means available.

### 13. Tyres

Your Insured Item's:

- a) tyres by application of brakes, punctures, cuts, blowout or any road use; or
- b) rubber tracks caused by punctures, cuts or rupture, unless caused as a result of an Accident which is an Event covered under Part A of this Policy.

# Part B – Liability to third parties

## Scope of cover

Where Your Insured Item is registered or licensed as required by law for use on public roads, and is shown in the Schedule as insured for cover option 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 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 Insured Item and is subject to the applicable Excess(es), conditions, exclusions and Limit of Indemnity.

In order to be sure that You are covered under this policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You asked Us first.

The most We will pay arising out of any one Accident is the Limit of Indemnity.

The Indemnity provided under this Part B will also apply to:

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

## Limit of Indemnity applicable to Part B

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

- a) \$35,000,000 for all claims inclusive of any Additional Benefits or applied Optional Benefits but excluding any claim(s) arising from the transportation of Dangerous Goods (as defined by the Australian Dangerous Goods Code) or diesel 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, and arising from the transportation of Dangerous Goods (as defined by the Australian Dangerous Goods Code) or diesel 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 6.2 – Infectious Substances; or
  - b) Class 7 – Radioactive Materials,
- unless otherwise specified in Your Schedule.

## Additional benefits applicable to Part B

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

Each Additional Benefit will specify whether it applies to Motor Vehicle, Mobile Plant or both (Insured Item).

### 1. Emergency, fire and police authorities

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

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

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

### 2. Employers and principals indemnity

We will, up to the Limit of Indemnity applicable to Part B of this Policy, Indemnify Your employer or principal in respect of damages for which You are liable at law arising out of or in connection with Your Insured Item whilst being used in connection with Your employer or principals business.

### 3. Falling goods

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

### 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 Insured Item, including costs incurred for Your representation at any enquiry or coroner's hearing.

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

## 5. Loading and unloading

We will cover You, notwithstanding Specific Exclusion 7. Tool of Trade that applies only to Part B of this Policy, if Accidental Damage to someone else's property is caused during the operation of loading or unloading of Your Motor Vehicle by the use of a Vehicle Loading Crane attached to Your Motor Vehicle but not including:

- a) the collection or delivery of the load to or from Your Motor Vehicle; and
- b) the goods being loaded or unloaded.

## 6. Non-owned Trailer (Liability)

We will cover Your legal liability for loss or Damage to any single trailer or combination of trailers whilst in Your possession, custody or control, provided:

- a) the trailer(s) is not owned by You or the trailer(s) is not on hire to You; and
- b) the trailer(s) is attached to a Motor Vehicle insured under this Policy at the time of the Accident; and
- c) the cover does not apply to the contents or goods being carried in any trailer, including any clean-up costs associated with the contents or goods.

The maximum We will pay for any single trailer or combination of trailers is \$100,000 per Event, subject to the Limit of Indemnity for Part B not being exhausted.

This cover cannot be used cumulatively, in succession with or in conjunction with any other cover provided under this Policy in respect to any one single trailer.

## 7. Substitute or non-owned vehicle

We will cover Your legal liability for loss or Damage to someone else's property caused by a Substitute Vehicle You are driving whilst Your Insured Item is undergoing repairs or service, or caused by a vehicle not owned by You but whilst being used by You or Your Employee in the course of Your business.

However, We will not provide this Additional Benefit:

- a) if the Substitute Vehicle is subject to a self-drive hire agreement; or
- b) for any Damage to the Substitute Vehicle or non-owned vehicle You are driving or in charge of.

## 8. Supplementary bodily injury

We will cover:

- a) You; or
- b) a currently licensed driver of Your Insured Item or Substitute Vehicle driving the Insured Item or Substitute Vehicle with Your consent,

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

- a) driving or being in charge of Your Insured Item or a Substitute Vehicle;
- b) goods being carried by or falling from Your Motor Vehicle or a Substitute Vehicle;
- c) loading or unloading Your Motor Vehicle or a Substitute Vehicle; and
- d) 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 Insured Item or Substitute Vehicle with:
  - (i) Your permission; or
  - (ii) the permission of a currently licensed driver, that was driving or in charge of Your Insured Item or Substitute Vehicle 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 had, or the owner, not failed to:
  - (i) insure Your Insured Item or Substitute Vehicle;
  - (ii) register Your Insured Item or Substitute Vehicle; or
  - (iii) comply with the requirements of any statutory or compulsory insurance scheme, arrangement or policy or compensation scheme or fund;
- d) or legal liability to compensate any:
  - (i) person driving or in charge of Your Insured Item or Substitute Vehicle;
  - (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 section have notified Us of a claim under this section as soon as reasonably possible after You or that person first become 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 Insured Item or Substitute Vehicle is registered in the Northern Territory of Australia;
- j) if Your Insured Item or Substitute Vehicle is outside of Australia or New Zealand at the time of loss or Accident;
- k) if Your Mobile Plant or Substitute Vehicle which is a Mobile Plant is being used for the purpose for which it was designed other than for driving on a public road or thoroughfare.

## 9. Vehicles under tow

We will cover Your legal liability for loss or Damage to other property not owned by You or in Your care, custody or control, caused by any vehicle which is registered, or licensed to operate on a public road and which Your Motor Vehicle was towing.

## Specific exclusions applicable to Part B

We will not cover You under this Part B for any loss, Damage or liability directly or indirectly caused by, arising from or in any way connected with:

### 1. Aviation

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

### 2. Fines, penalties, 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 possession, custody or control

property that is:

- a) owned by You; or
- b) owned by the Employee driver of Your Insured Item; 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; or
- c) trailers covered under Additional Benefits applicable to Part B 6. Non-owned Trailers (Liability), Optional Benefits EC104 Non-owned Trailer (Liability), and EC112 Non-owned Trailer (Comprehensive); or
- d) any item covered under Optional Benefit EC111 Hook Liability – Motor Vehicle.

## 5. Rail vehicles

Your Insured Item if it is being used on rails or tracks.

## 6. Statutory liability

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

## 7. Tool of trade

the use of Your Insured Item as a Tool of Trade.

This exclusion will not apply whilst Your Insured Item is in transit and is not operating as a Tool of Trade.

## 8. Underground

an Event that occurred whilst Your Insured Item is being used in underground excavation, tunnelling or mining activities or is underground whilst excavation, tunnelling or mining is taking place.

## 9. Unregistered vehicles

the use of Your Insured Item 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 Insured Item.

## 10. Vibration

either:

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

# General exclusions

These General Exclusions are applicable to Your Policy. Your Policy also contains Specific Exclusions that are applicable to Part A and Part B.

We will not cover You under this Policy for 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 claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

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

## 2. Contractual liability

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

## 3. Driver restriction

Your Motor Vehicle if it:

- a) is a prime mover and is being driven by, or is in the charge of any person who is under 25 years of age; or
- b) is a Motor Vehicle of 8 tonnes GVM or greater and is being driven by, or is in the charge of any person who is under 21 years of age.

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

## 4. Driving under the influence of alcohol/drugs

Your Insured Item if it is being driven by any person:

- a) whose faculties are impaired by any drug or intoxicating liquor; or
- b) who is convicted of driving, at the time of the Accident, under the influence of intoxicating liquor or any drug; or
- c) with a percentage of alcohol in 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 does not apply if You could not reasonably have known that the driver of Your Insured Item was so affected or refused to undergo an appropriate test at the time of the Accident.

## 5. Financial loss and non-financial loss

any financial loss incurred because:

- a) You cannot use Your Insured Item;
- b) Your Insured Item's value was less after being repaired; or
- c) Your Insured Item's working life has been reduced.

## 6. Hire, fare and reward

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

## 7. Hire out of vehicles (Dry Hire)

Your Insured Item if it is hired out by You without a driver or operator.

However, this exclusion does not apply to:

- a) trailers insured under this Policy; or
- b) Insured Items specifically covered under Optional Benefits: EC124 – Dry Hire Damage Waiver; or EC125 – Dry Hire Difference in Conditions – Motor Vehicle.

## 8. Lawful seizure

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

## 9. Nuclear event, substance or by-product

ionising radiation or contamination by radioactivity from:

- d) any nuclear fuel or from any nuclear waste; or
- e) the combustion of nuclear fuel (including any self-sustaining process of nuclear fission or fusion); or
- f) nuclear weapons material.

## 10. On water

Your Insured Item, other than as cargo, when it is not on dry land which extends 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.

## 11. Overloaded vehicles

Your Insured Item 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 Insured Item was designed or constructed and such use caused or contributed to the loss, Damage or liability.

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

## 12. Participation

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

## 13. Territorial Limits

an Event or other circumstance occurring or arising outside the Territorial Limits.

## 14. 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.

## 15. Unlicensed drivers

Your Insured Item if it is driven or operated by any person with Your consent who is not licenced to drive or operate such a Motor Vehicle or Mobile Plant under any relevant laws, by laws and regulations.

However, this exclusion does not apply if You could not reasonably have known the driver of Your Insured Item was not correctly licenced.

## 16. Unsafe vehicles

Your Insured Item if it is used in an unsafe or un-roadworthy condition and such condition caused or contributed to the loss, Damage or legal liability.

However, this exclusion does not apply if You could not reasonably have known the unsafe or un-roadworthy condition of Your Insured Item.

## 17. 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.

## 18. Wilful acts

any:

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

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

# General conditions

These General Conditions are applicable to Your Policy. Your Policy also contains Specific Conditions that are applicable to Part A and Part B.

If You do not meet the applicable General Conditions and Specific Conditions applicable to Part A and Part B, We may to the extent permitted by law cancel Your Policy and/or reduce or refuse to pay a claim, to the extent We are prejudiced by Your noncompliance.

## 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;
- c) You advise Us the number of additional Insured Items and
- d) You pay Us any additional premium required.

## 2. Alteration to use

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

If We agree to the change, We will do so in writing and You must pay Us any additional premium We may require in order to cover the change. We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered premium, or We are no longer prepared to insure You because there has been a material change to the risk.

## 3. Automatic additions and deletions

We will cover any replacement or additional Insured Items purchased, whether outright or under a leasing arrangement or other finance agreement, by You during the Period of Insurance, provided:

- a) such additional Insured Items are of a substantially similar type to the Insured Items declared by You to Us at the commencement of the Period of Insurance or are otherwise agreed by Us; and
- b) You provide Us with written notice of such purchase, whether under finance or not, within 30 days of purchase, unless otherwise agreed by Us; and
- c) You pay Us any additional premium We require in accordance with the premium adjustment clause agreed by Us; and
- d) this General Condition does not extend to include Motor Vehicles or Mobile Plant which are hired by You.

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

## 4. 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.

## 5. 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.

## 6. 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.

## 7. GST notice

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

### Sums Insured/Limit of Indemnity

All monetary limits in Your Policy may be adjusted 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:

#### 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 for 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 the Schedule (unless We state GST is included in Sum Insured or Limit of Indemnity).

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.

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

### **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 credit that You would have been entitled to had the payment been applied to a relevant acquisition.

Where the Policy insures business interruption, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by Your Business that is relevant to Your claim.

### **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 You understate Your entitlement, You may be liable for GST on a claim We may pay. Your Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

## **8. 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.

## **9. 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. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment. If the next attempt to deduct the outstanding amount fails, We will cancel Your policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effective 14 days from the date on this notice.

## **10. 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 Parts of Your Policy.

## **11. Other interests**

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

If any financier has an interest in any Insured Item 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.

## **12. 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 and frequency 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. We will adjust the premium payable for that period based on the amount of premium We would have charged had You provided the information contained in the records at the commencement of that period. Subject to any minimum premium applicable, the difference must be paid by You.

## **13. Reasonable care and maintenance**

You must take all reasonable care:

- a) to prevent loss, Damage or liability; and
- b) to maintain Your Insured Items in sound condition; and
- c) to minimise the risk of theft by ensuring that security devices are maintained in good working order; and
- d) to comply with all statutory obligations, by-laws, regulations, Public Authority requirements and safety requirements, including those relating to fire appliances; and
- e) to minimise any loss, Damage or liability; and
- f) to only employ competent Employees, agents and contractors and ensure they meet the requirements specified in Clauses a) to e) above.

## **14. 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 to the extent that Your loss would have been recoverable from that person but for the agreement.

However, We do agree to waive Our rights or 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.

# Claims procedures

## In the event of a Claim

In order to be sure that You are covered under this policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You asked Us first.

As soon as reasonably possible after You become aware of anything happening which may result in a claim under Your Policy, You must, at Your own expense take all reasonable steps to:

- a) inform the Police as soon as reasonably possible of any Malicious Damage, theft, fraudulent conduct, attempted theft or loss of property;
- b) contact Us as soon as reasonably 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 reasonably possible, preserve any Insured Item 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 reasonably require to prosecute, defend or settle Your claim, including details of any other insurance effected by You or on Your behalf;
- f) as soon as reasonably practicable after the loss, Damage or relevant Event (or any further time which We may allow in writing), deliver to Us a written claim including as detailed an account as is reasonably practicable of the circumstances surrounding the loss, Damage or Event. You must provide Us with a statutory declaration if requested;
- g) as soon as reasonably possible 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. If You do not, We may reduce or refuse Your claim to the extent We are prejudiced;
- h) at all times, give Us all the information and assistance We may reasonably require.

You should not:

- a) admit liability for, or offer or agree to settle, any claim without Our written consent. If You do, We may reduce or refuse Your claim to the extent We are prejudiced;

- b) authorise the repair or replacement of anything without Our agreement unless for safety reasons or to minimise or prevent further imminent loss, Damage, liability or injury, except to the extent allowed by Part A – Additional Benefit 8 Emergency temporary repairs. Please contact Us to confirm approval for these costs.

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 applicable to Part A and Part B before We will meet any claim under Your Policy. We may reduce or refuse Your claim to the extent We are prejudiced by Your noncompliance;
- 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. We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to.

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. We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to;
- 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 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 as soon as reasonably possible; and
  - (ii) give Us the recovered or found property insured if We request You to do so.

If You do not, We may reduce or refuse Your claim to the extent We are prejudiced by Your delay.

## 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 Insured Item. 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 (acting reasonably and subject to any relevant Policy limits) to:

- a) Authorise the repairs at Your repairer of choice; or
- b) Pay You the reasonable cost of repairing Your Insured Item; or
- c) Move Your Insured Item to a repairer We both agree will repair Your Insured Item.

### 2. When You are at fault

You are at fault if You:

- are responsible for the accident; or
- 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 Insured Item. This guarantee is not transferable.

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

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

### 5. Salvage

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

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

At Our discretion (and if safe to do so), You may reclaim the wreckage if You agree to pay the salvage price.

### 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 Insured Item requires Us to engage the services of a specific specialist repairer and or supplier We may sublet that component to such repairer or supplier.

# Optional conditions

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

## EC102 – Claims Experience Discount (CED)

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

- a) the Policy is renewed with Us for the following 12 months; and
- b) such refund is limited to a maximum of 10%, or such other amount specified in the Schedule, of the annual premium paid.

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

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

## EC103 – Burning Cost

We will adjust Your premium on the following basis:

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

## b) Cancellation

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

## c) Call-up

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

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

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

## EC106 – Annual Vehicle Adjustment

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

However, You must inform Us as soon as reasonably possible of any Insured Items added during the year that have a value in excess of \$500,000. If You do not the maximum We will pay will be limited to \$500,000 under Part A of this Policy for any one loss. For further details refer to General Condition 3. Automatic additions and deletions. If You do not, We may reduce or refuse Your claim to the extent We are prejudiced by Your delay.

You may be covered provided that You pay any mid-term extra premium We require for any new Insured Item that exceeds \$500,000 in value.

## EC108 – Aggregate Excess

It is agreed that We have the right to handle all claims that fall within the Aggregate Excess and that We will handle these claims subject to the following conditions:

- (i) A claims handling agreement detailing the terms of the claims handling activities and conditions is executed.
- (ii) All Excesses apply within the Aggregate Excess, and continue to apply once the Aggregate Excess has been exhausted.



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

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

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

### Claims Settlement Float

If Your Aggregate Excess Policy is subject to a Claims Settlement Float then all payments for repairs, third parties, assessors, investigators or any other service shall be paid direct by Us out of the Claims Settlement Float amount, shown in the Schedule, and that You will pay to Us at the beginning of the Period of Insurance.

We will have full discretion on how the Claims Settlement Float is expended and all payments made from the Claims Settlement Float will contribute towards the erosion of the Aggregate Excess.

All payments will be gross of GST where applicable.

If the Claims Settlement Float amount paid by You to Us is a partial amount then You will pay Us the remainder upon request. Any unexpended portion of the Claims Settlement Float will be refunded to You once all known and lodged claims have been paid.

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

### Claims Service Float

If Your Aggregate Excess Policy is subject to a Claims Service Float then all payments for assessors, investigators and other similar fees shall be paid direct by Us out of the Claims Service Float amount, shown on Your Schedule, and that You will pay to Us at the beginning of the Period of Insurance.

All payments made by Us from the Claims Service Float will be gross of GST where applicable.

All payments for repairs, third parties or other similar costs or services will be paid directly by You. A copy of all such payments will be provided to Us so these amounts may be applied towards the erosion of the Aggregate Excess.

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

## Optional benefits

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

### EC104 – Non-owned Trailer (Liability)

We will cover You under cover option Part B – Liability to Third Parties, for Your legal liability for loss or Damage to any single trailer or combination of trailers whilst in Your possession, custody or control, provided:

- a) the trailer(s) is not owned by You, or is not on hire to You;
- b) the cover only applies to any trailer(s) which are attached to a Motor Vehicle insured under this Policy at the time of the Accident; and
- c) the cover does not apply to the contents or goods being carried in any trailer, including any clean-up costs associated with the contents or goods.

The maximum We will pay, any one Event, regardless of the number of trailers attached to Your Motor Vehicle at the time of the Event, is the Sum Insured shown in the Schedule for this Optional Benefit.

### EC105 – Dangerous Goods

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

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

### EC107 – Hire, Fare and Reward

General Exclusion 6. Hire, Fare and Reward is deleted from the Policy.

### EC111 – Hook Liability – Motor Vehicle

We will cover Your legal liability for loss or Damage to someone else's vehicle, whilst in Your possession, custody or control, and whilst being towed, carried, lifted or lowered by a Motor Vehicle insured under this Policy.

The maximum We will pay, any one Accident, regardless of the number of vehicles being towed, carried, lifted or lowered at the time of the Accident, is the Sum Insured shown in the Schedule for this Optional Benefit.

## EC112 – Non-owned Trailer (Comprehensive)

We will cover You, subject to the conditions and exclusions of the Policy, under cover option Part A – Loss or Damage, for loss or Damage to any single trailer or combination of trailers whilst in Your possession, custody or control, provided:

- a) the trailer(s) is not owned by You or is not on hire to You; and
- b) the cover does not extend to the contents or goods being carried in any trailer, including any clean-up costs associated with the contents or goods, and
- c) the cover does not extend to losses or Damage caused by or resulting from any act or omission (negligent or deliberate) by or on the part of any third parties or persons who own or hold a beneficial entitlement to the trailer (or their servants and/or agents) and are specifically provided with Cover under the Policy.

We will not provide cover under this Optional Benefit unless and until any owner or beneficiary seeking to be provided or entitled to any benefit under this Policy first agree to unreservedly assign to Us all legal and/or equitable rights (including any subrogated rights) in relation to the potential recovery of any losses or Damage covered under this Optional Benefit.

The maximum We will pay, any one Event, regardless of the number of trailers in Your possession, custody or control at the time of the Event, is the Sum Insured shown in the Schedule for this Optional Benefit.

## EC122 – Hired In and Non-owned Mobile Plant

We will cover You for:

- a) loss or Damage and Your legal liability, within the scope of cover provided under Parts A and B, arising from Mobile Plant hired in or borrowed by You;
- b) lost net earnings or ongoing hire charges claimed against You by the owner of the hired in or non-owned Mobile Plant up to \$10,000 any one Accident, any one Event, and in the aggregate any one Period of Insurance; and
- c) any Excess amount You are required to pay the hiring company under the hire agreement after the deduction of any applicable Excess(es) under this Policy but limited to \$10,000 any one Accident.

The basis of settlement under Part A will be at Our option (acting reasonably) to:

- a) pay the reasonable cost to repair the hired in or non- owned Mobile Plant to its condition before the loss or Damage; or
- b) pay the hired in or non-owned Mobile Plant's Market Value if it is a Total Loss, less Our estimate of its salvage value.

The maximum We will pay:

- a) in respect to any one item of hired in or non-owned Mobile Plant, inclusive of ongoing hiring charges, is the Limit any one Item shown in Your Schedule for this Optional Benefit; and
- b) in respect to all claims arising directly or indirectly from one Event, inclusive of ongoing hiring charges, is the Limit any one Event shown in Your Schedule for this Optional Benefit.

Provided that the hired in or non-owned Mobile Plant was in Your possession, custody or control and was being used by You in the course of Your normal business.

We will not pay:

- a) where the hired in or non-owned Mobile Plant was on hired or loaned to another person or company by You; or
- b) for lost net earnings or ongoing hire charges claimed against You:
  - (i) if the owner of the hired in or non-owned Mobile Plant is Your Employee or a related company either by ownership, part ownership or similar shareholders; or
  - (ii) if We deem that such lost net earnings or ongoing hire charges arose due to Your inaction or unnecessary delay; or
  - (iii) beyond the date that repairs to the hired in or non-owned Mobile Plant are completed; or
  - (iv) beyond the date We declare the hired in or non- owned Mobile Plant is uneconomical to repair; or
  - (v) beyond the date We provide Our offer of settlement in the event of theft and non-recovery of the hired in or non-owned Mobile Plant;

- c) if Your legal liability or loss or Damage to the hired in or borrowed Mobile Plant is covered by any other policy of insurance and that policy has provided Indemnity for the claim.

We may adjust the premium payable by You at the end of the Period of Insurance based on the difference between the amount spent by You for hiring hired in Mobile Plant during the Period of Insurance compared to the amount estimated by You at the beginning of the Period of Insurance. The difference must be paid by You or will be refunded by Us.

The following Additional Benefits applicable to Part A will not apply to this Optional Benefit:

- 2. Appreciation in Market Value;
- 16. Hire vehicle following Theft;
- 27.1. Finance Payout for Total Loss;
- 27.3. Sum Insured payout/replacement vehicle for Total Loss.

#### **EC124 – Dry Hire Damage Waiver**

Notwithstanding General Exclusion 7. Hire out of vehicles (Dry Hire), if at the time of loss, Damage or liability Your Insured Item was Dry Hired out and Your agreement with the hirer of Your Insured Item required You to:

- a) insure the Insured Item on behalf of the hirer; and
- b) release such hirer from liability and waive Your rights to recover, then We agree that this Policy will not be prejudiced or invalidated by such agreement.

#### **EC125 – Dry Hire Difference in Conditions – Motor Vehicle**

Notwithstanding General Exclusion 7. Hire out of vehicles (Dry Hire), if at the time of an Accident Your Motor Vehicle was Dry Hired out and You did not release from liability nor waive Your rights to recover from the hirer, either by verbal or written agreement, for any loss or Damage the hirer incurs, and:

- a) the hirer of Your Motor Vehicle failed to arrange and maintain a current insurance policy covering the Motor Vehicle for loss or Damage; or
- b) the coverage provided by the hirer's insurance policy was not as extensive as the coverage provided under Part A of this Policy; or
- c) the hirer did not hold the relevant licence required to drive or operate Your Motor Vehicle and You could not reasonably have known that the hirer did not hold such licence; or

- d) the hirer was under the influence of alcohol or drugs and You could not reasonably have known that the hirer was under the influence; or
- e) the hirer deliberately or recklessly overloaded or incorrectly loaded Your Motor Vehicle,

then We will pay for losses arising from the difference in cover provided by such other policy and the cover provided by this Policy.

#### **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 this Policy, We agree that 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.

#### **EC127 – Loan Repayment Protection – Mobile Plant**

If We have accepted a claim for Your Mobile Plant under Part A of this Policy We will also cover You for lease or other valid financial agreement repayments that become due and payable for the Mobile Plant that is the subject of the claim but limited to \$25,000 any one Accident and \$50,000 in the aggregate for all covered losses during the Period of Insurance.

This cover commences 7 days from the time You notify Us of Your claim and provide Us with access to Your Mobile Plant and ceases immediately when:

- a) the repairs to Your Mobile Plant are completed but subject to a maximum of 6 months; or
- b) We declare Your Mobile Plant a Total Loss; or
- c) We offer settlement to You where Your Mobile Plant has been stolen and is unrecovered.

We will not pay:

- a) any lease or other valid finance agreement repayments that are in arrears; or
- b) any balloon or residual repayments; or
- c) any fees or penalties.

You must:

- a) provide Us with all documentary evidence of Your lease or other valid finance agreement that We reasonably request; and
- b) take all reasonable steps to minimise the period of disruption.

## EC128 – Temporary Hire – Mobile Plant

If We have accepted a claim for Your Mobile Plant under Part A of this Policy We will also cover You for the hire costs incurred in temporarily hiring a similar or like kind Mobile Plant but limited to \$25,000 any one Accident and \$50,000 in the aggregate for all covered losses during the Period of Insurance.

This cover commences 7 days from the time You notify Us of Your claim and provide Us with access to Your Mobile Plant and ceases immediately when:

- a) the repairs to Your Mobile Plant are completed but subject to a maximum of 6 months; or
- b) We declare Your Mobile Plant a Total Loss; or
- c) We offer settlement to You where Your Mobile Plant has been stolen and is unrecovered.

This cover:

- a) is restricted to the reimbursement of the daily hire costs including any loading for damage waiver but excluding any other fees or costs relating to maintenance, fuel, oil, other fluids or lubricants, wear and tear, transportation or mobilisation, loss or Damage; and
- b) does not apply to any Mobile Plant covered under Optional Benefit EC122 Hired in and Non-owned Mobile Plant.

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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

<b>Sydney</b>	<b>02 9966 8820</b>
<b>Parramatta</b>	<b>02 9966 8820</b>
<b>Brisbane</b>	<b>07 3210 0666</b>
<b>Townsville</b>	<b>07 4772 0054</b>
<b>Melbourne</b>	<b>03 8623 2666</b>
<b>Adelaide</b>	<b>08 8232 7645</b>
<b>Darwin</b>	<b>08 8981 7510</b>
<b>Perth</b>	<b>08 9324 1963</b>
<b>Newcastle</b>	<b>02 4920 8698</b>
<b>Albury</b>	<b>02 6023 5308</b>

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