



# FLEET INSURANCE POLICY

## Product Disclosure Statement

• **Effective Date:** 15 March 2013

Insurance products are provided by National Transport Insurance. NTI Limited (ABN 84 000 746 109) (AFSL 237 246) as Manager of National Transport Insurance, is an equal joint venture partner of CGU Insurance Limited (ABN 27 004 478 371) (AFSL 238 291) and AAI Limited trading as Vero Insurance (ABN 48 005 297 807 AFSL 230859). You are required to read the PDS when choosing whether or not to acquire or continue holding a policy.

This is an important document. If you cannot read and understand English please use an interpreter to explain this document before you enter into this contract of insurance.



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# Part A

# PRODUCT DISCLOSURE STATEMENT

Welcome to National Transport Insurance (NTI).

Please ensure You read this document thoroughly before You enter into a contract of insurance.

In this Product Disclosure Statement (PDS) We refer to retail Motor Vehicle insurance. Retail Motor Vehicle insurance is insurance for Motor Vehicles such as sedans, station wagons and coupes or a goods vehicle that has less than two tonne carrying capacity.

## 1. Introduction

This Product Disclosure Statement (“**PDS**”) contains important information required under the Corporations Act 2001 (Cth) and represents an invitation to apply for the product which is only made to people in Australia. When NTI recommends or offers to sell You retail insurance products, it is required to provide You with a PDS. We can provide You with a PDS regardless of if You are acquiring a retail product or not.

The Table of Contents to this document will assist You to locate specific items in this PDS. The explanation below, will assist You with the meaning of words within this PDS.

## 2. The Insurer

Who is the insurer?

National Transport Insurance means the joint venture of the following insurers in the proportions shown:

- CGU Insurance Limited (ABN 27 004 478 371) – 50%
- AAI Limited trading as Vero Insurance (ABN 48 005 297 807) (AFSL 230859) – 50%

This means that each insurer is only responsible for its half share.

“We, Us, Our,” or “Company” means National Transport Insurance through its manager NTI Limited ABN 84 000 746 109 AFSL 237246.

## 3. The Purpose of this PDS

This PDS has been prepared to assist You in understanding the Fleet Motor Insurance Policy and in making an informed choice about Your insurance requirements.

The PDS sets out the **significant features** of the Fleet Motor Insurance Policy including its **benefits, risks** and information about **how the premium is calculated**. For a full description of this insurance product, You will still need to read the Policy attached to this document for terms, conditions and limitations of the insurance Policy.

The PDS also explains **what to do, who to contact** if You

have a **dispute** regarding the Policy, and the **significant taxation implications** for retail Motor Vehicle insurance. The PDS also notifies You of the entitlement to a **cooling-off period** after You have entered into a contract of insurance. The PDS sets out the **circumstances under which You are not covered**.

## 4. How to Contact Us

If You enter into a contract of insurance with Us, We will provide the on-going services under this insurance contract.

Please note the back page of this document or visit Our website to locate Your nearest NTI office and obtain contact details.

## 5. Cooling-Off Period

You have 30 days to consider this Policy to be sure You have the Cover You require. If it is not the Cover You require, You can cancel the Policy within 30 days from the day that Cover began. To do this You must advise Us in writing and return the Policy Schedule to Your nearest National Transport Insurance office. You will receive a full refund of premium provided that nothing has occurred for which a claim is payable under Your Policy.

## 6. Your Duty of Disclosure

We rely upon the information You provide when You apply for insurance, and also when You renew, replace, vary, extend, change or reinstate Your Policy. You must tell Us anything that You know, or could reasonably be expected to know, that could affect the decision to insure You and/or the terms on which You are insured.

### What You Need to Tell Us

When You are asked specific questions, You must answer these questions truthfully, and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured under the Policy answers all questions in this way. These requirements are part of the Insurance Contracts Act 1984 (Cth).

### What You Do Not Need to Say

You do not need to tell Us anything that:

- reduces Our risk;
- is of common knowledge;
- We know, or in the ordinary course of Our business as an insurer We should know;
- We have indicated that We do not want to know.

## What Will Happen If You Do Not Tell Us

If You withhold relevant information or You do not answer questions in the way described, We can reduce the amount We pay You for Your claim, or We can cancel Your Policy. If Your failure to tell Us is fraudulent, or Your answers are untruthful, We can treat Your Policy as if it never existed.

## 7. Privacy

We are committed to safeguarding Your privacy. In complying with the National Privacy Principles We will collect and use Your personal information:

- Only for the purpose of providing and administering Our products and services, including keeping You up to date with Our products and services.
- Only for the purpose for which it was collected, which may include disclosing it to third parties with whom We have arrangements to protect Your Privacy.

You may choose not to provide this information, however, NTI may not be able to process Your request.

We will take all reasonable steps to make sure that personal information that We hold about You is accurate, complete, and up to date and that it is protected from misuse, loss or unauthorised access, modification or disclosure. Information security protocols are in place to minimise the risk of unauthorised access to Your personal information.

In special circumstances, We may decline to release the information but We will not do so unreasonably. In these circumstances, We will give You reasons and You will have the right to request Us to review Our decision using Our complaints handling procedures. We will provide Our reasons in writing upon request.

You can request access to Your personal information, by phoning or writing to Us. A copy of NTI's Privacy Policy can be obtained by visiting NTI's website at [www.nti.com.au](http://www.nti.com.au).

## 8. Features

You have a choice of four levels of cover to select from:

Cover options	Description of Cover provided
<b>Comprehensive</b>	<ul style="list-style-type: none"> <li>➤ Cover for loss or damage to Your Motor Vehicle arising out of an Accident or theft.</li> <li>➤ Cover for Your legal liability for loss or damage to Another Person's property, and in some circumstances, Personal Injury to Another Person.</li> </ul>
<b>Third Party Only (TPO)</b>	<ul style="list-style-type: none"> <li>➤ Cover for Your legal liability for loss or damage to Another Person's property, and in some circumstances, Personal Injury to Another Person.</li> </ul>
<b>Third Party Fire &amp; Theft (TPFT)</b>	<ul style="list-style-type: none"> <li>➤ Cover for Your legal liability for loss or damage to Another Person's property, and in some circumstances, Personal Injury to Another Person.</li> <li>➤ Cover for loss or damage to Your Motor Vehicle if it is stolen or damaged due to fire, explosion, lightning or attempted theft.</li> </ul>
<b>Own Damage</b>	<ul style="list-style-type: none"> <li>➤ Cover for loss or damage to Your Motor Vehicle.</li> </ul>

### Summary of coverage benefits available

The table below is a summary of some of the major coverage benefits available in this Policy. Exclusions, limits and conditions apply so please refer to the Policy wording in Part (B) of this document for full details.

Summary of Cover	Benefits of Cover
<b>Section 1</b>	
<b>Own Damage</b>	Theft, loss of or damage to Your: <ul style="list-style-type: none"> <li>➤ Motor Vehicle;</li> <li>➤ Extras (tools, tarps, gates, accessories);</li> <li>➤ Working Accessories attached (buckets etc).</li> </ul>
<b>How Much We Pay for Own Damage</b>	Either: <ul style="list-style-type: none"> <li>➤ repair/reinstate or replace damaged parts; or</li> <li>➤ pay the amount of the loss / damage; or</li> <li>➤ replace Your Motor Vehicle,</li> </ul> up to the lesser of Market Value or Sum Insured.

	<p>Generally, We will not pay more than the Sum Insured in the Policy Schedule at the time of loss, for any one Accident or theft. Under some circumstance, such as a new replacement Motor Vehicle or Finance Payout, there may be some variations as outlined below and in the full Policy Wording in Part (B) of this document.</p> <p>In total, We will not pay more than \$12,500,000 for own damages claims arising out of one event.</p>
<b>Recovery of Vehicle</b>	Reasonable cost of protection and recovery of Your Motor Vehicle to the nearest qualified repairer or if We both agree to Your base of operations/another repairer, but only if the claim is covered under Section 1 of this Policy.
<b>New Replacement Motor Vehicle</b>	<p>If Your Motor Vehicle is less than <b>three years</b> old from original registration, We will either replace Your Motor Vehicle:</p> <ul style="list-style-type: none"> <li>➤ with an equal model including payment of stamp duty, delivery charges and Our proportion of registration fees (<b>replacement costs</b>) where an equal model is available. Where there is a refund of registration available for the Motor Vehicle being replaced, then this will be deducted from Our settlement, and You will be responsible for this difference in the purchase of the replacement Motor Vehicle; or</li> <li>➤ with an alternative make of Your choice of equal value to the original vehicle.</li> </ul> <p>However if Your Motor Vehicle is one of the following types and is less than <b>one year</b> old from original registration, then, We will only provide the same replacement cover as above for a:</p> <ol style="list-style-type: none"> <li>1. stock or tanker type trailer;</li> <li>2. garbage compactor rigid body truck;</li> <li>3. concrete agitator rigid body truck or concrete pump equipment;</li> <li>4. plant or other specialist application body type.</li> </ol> <p>We will <b>only pay up to</b> the maximum value of 120% of the Sum Insured specified in Your Policy Schedule. The additional 20% cover under this replacement benefit only applies to Motor Vehicles (or Combined Units) with a value of \$2,000,000 or less.</p> <p>If You choose <b>NOT</b> to replace Your Motor Vehicle, then We will pay up to the Market Value or Sum Insured for the Motor Vehicle being claimed upon (whichever is the lesser).</p>
<b>Finance Payout</b>	<p>Where Your Motor Vehicle is under a lease, hire purchase or similar agreement and becomes a Total Loss, We may pay up to an additional 20% limit of the Market Value or Sum Insured (whichever is the lesser), but limited to the finance payout amount. The additional cover under this benefit only applies to Motor Vehicles (or Combined Units) with a value of \$2,000,000 or less.</p> <p>This benefit will <b>not</b> apply if loss or damage is caused directly or indirectly by theft and/or fire, other than fire as a result of impact damage.</p>
<b>Section 2</b>	
<b>Legal Liability for Third Party Damage &amp; Personal Injury</b>	<p>Legal Liability arising from Your registered Motor Vehicle for:</p> <ul style="list-style-type: none"> <li>➤ Personal Injury (unless covered by statutory insurance);</li> <li>➤ Damage to Property of Another Person,</li> </ul> <p><b>If caused by You:</b></p> <ul style="list-style-type: none"> <li>➤ using; or</li> <li>➤ loading or unloading merchandise onto or off; or</li> <li>➤ merchandise falling from,</li> </ul> <p>Your Motor Vehicle.</p>
<b>How much We will Pay for Third Party Damage &amp; Injury</b>	<ul style="list-style-type: none"> <li>➤ Non hazardous/non dangerous goods carrying liability: \$32,500,000</li> <li>➤ Hazardous/dangerous goods carrying liability arising from an Accident - \$1,250,000</li> </ul> <p>Unless a higher amount is noted on Your Policy Schedule under each of the headings above. You should note that We do not provide Cover for liability arising from:</p> <ul style="list-style-type: none"> <li>➤ Radioactive (class 7) and/or Infectious Substances (class 6.2); or</li> <li>➤ Asbestos claims for Personal Injury</li> </ul>
<b>Removal of Debris &amp; Clean Up costs</b>	<p>Non dangerous goods - \$50,000;  Dangerous goods - \$1,250,000,  unless a higher amount is noted on Your Policy Schedule under each of the headings above.  Asbestos clean up – strictly limited to \$250,000 (no Cover for asbestos liability beyond clean up costs).</p>

### Section 3

#### Legal Costs and authorised expenses

Legal costs and expenses incurred with Our written consent in defence of any claims for which You are entitled to Cover under Section 2 (legal liability cover).

### Section 4

#### Principal or Employer Indemnity

We will indemnify Your Employer or any person who as Principal has engaged You under contract in respect of damages which You cause (and for which You are liable at law), arising out of the Use of Your vehicle while it is being Used on their behalf.

### Section 5

#### Additional Benefits

These benefits also apply depending on the Cover You choose, however the indemnity may be limited within the Policy wording.

Accidental Overloading	Hire costs (stolen vehicle)
Acquired companies	Journey continuance
Additional interests	Locks and keys
Automatic inclusion of additional Vehicles	Maritime liability
Car parks	Modification for disablement
Contract Drivers	Motor vehicles being test driven
Cost of repatriation of driver	Non owned Motor Vehicles
Cross liability	Novated lease
Death away from home	Release
Difference in excess for hire Vehicles	Retrieval costs
Disabled Motor Vehicle under tow	Repair guarantee
Drivers' personal effects	Reward costs (thefts)
Driver psychological & trauma counselling	Return of Motor Vehicle
Emergency accommodation	Signwriting
Emergency repairs	Trade plate & driving risk extension option
Expediting expenses	Trailer in control (Non owned trailer)
Family expenses when driver hospitalised	Two wheel trailers
Fire, police & emergency services	Tyres
First aid costs	Uninsured third party motorist damage benefit
Funeral expenses	

### Section 6

#### Terrorism Loss or Damage

This Section does not apply if Your Motor Vehicle is of a type that cannot ordinarily be registered. If loss or damage occurs to Your Motor Vehicle as a result of an act of Terrorism then We will pay for that loss or damage up to the Market Value of Your Motor Vehicle, but if You insured for less than the Market Value, then We will pay only up to that Sum Insured.

In total We won't pay more than \$2,500,000 or any higher amount required by law for all loss or damage from the same act.

### Section 7

#### Contractor's Plant and Equipment

This Section only applies where You have Mobile Plant noted on Your Policy Schedule.

Whilst the other Sections of the Policy continue to apply for Your Mobile Plant, this Section adds a series of Additional Benefits, specific exclusions and conditions that relate to Mobile Plant. There are also optional extensions available subject to payment of additional premium which will only apply if they are noted on Your Policy Schedule. The Additional Benefits include;

- recovery costs;
- expediting costs;
- appreciation; and
- dry hire.

<p><b>Contractor's Plant and Equipment (continued)</b></p>	<p>The optional extensions available for Your Mobile Plant include:</p> <ul style="list-style-type: none"> <li>· Dry Hire - Damage waiver;</li> <li>· Hired in Plant;</li> <li>· Ongoing hire cost;</li> <li>· Down hole cover; and</li> <li>· Substitute hire costs.</li> </ul> <p>Cover offered under this Section is subject to the condition relating to underinsurance that requires You to insure Your Mobile Plant for no less than 80% of the Market Value to ensure You are adequately covered.</p> <p>All Additional Benefits and optional extensions are subject to the specific policy wording and You should carefully read the full Policy Wording to understand the Cover for Your Mobile Plant under this Section.</p>
<p><b>Circumstances where You are Not Covered</b></p>	<p>Our insurance is designed to provide protection for You in the event of something happening to Your Motor Vehicle being a risk which You have insured against.</p> <p>We will indemnify You provided:</p> <ul style="list-style-type: none"> <li>➤ Your accident or theft occurs during the Period of Insurance stated in the Policy Schedule;</li> <li>➤ Your Motor Vehicle is being used in connection with Your occupation or business, or in the case of a sedan or station sedan, Your occupation, business or private use;</li> <li>➤ Your Motor Vehicle is within Australia or is being transported by vessel between ports within its territorial waters.</li> </ul> <p>Under some circumstances, this insurance Policy will not provide any Cover to You. All policies of motor insurance have exclusions and conditions and there will be many that You will be aware of that also apply to this Policy. You should read the full Policy wording in Part B of this document to familiarise Yourself with the full details of these important conditions and exclusions.</p> <p><b>Briefly, some of the events We will not pay for include:</b></p> <ul style="list-style-type: none"> <li>➤ unregistered Motor Vehicles liability;</li> <li>➤ depreciation, wear &amp; tear, mechanical/electrical breakdown, corrosion, faulty work;</li> <li>➤ damage to tyres by brake application, cuts/punctures, blowouts, shredding etc;</li> <li>➤ a Motor Vehicle driven by a person under the influence of any drug or intoxicating liquor;</li> <li>➤ racing, pacemaking, reliability trial, speed attempt, hill climbing and the like;</li> <li>➤ unsafe or unroadworthy Motor Vehicle;</li> <li>➤ carrying passengers for hire (unless it is a bus) or hiring out/lending Your Motor Vehicle to others;</li> <li>➤ driver not licensed for the class or Motor Vehicle, or at all or not authorised to drive;</li> <li>➤ fraud;</li> <li>➤ driving Your Motor Vehicle whilst it exceeds the limits of design, weight or dimension, including excess height;</li> <li>➤ recklessness or failure to comply with the law/codes/standards;</li> <li>➤ fines &amp; penalties;</li> <li>➤ radioactive/chemical/biological contamination;</li> <li>➤ claims whilst the Motor Vehicle is underground;</li> <li>➤ Tool of Trade liability;</li> <li>➤ liability arising from aviation, airport or airside activities, although this exclusion does not apply to Section 1;</li> <li>➤ liability for injury arising directly or indirectly from asbestos or asbestos materials.</li> </ul> <p><b>For Your Mobile Plant there are additional events for which We will not pay and these include:</b></p> <ul style="list-style-type: none"> <li>➤ alterations and improvements during repair;</li> <li>➤ tidal movements;</li> <li>➤ plant operating on watercraft;</li> <li>➤ periodic/replaceable parts;</li> <li>➤ fuel contamination without locking devices;</li> <li>➤ failure to note Your interest in your Mobile Plant under the Personal Properties Securities Act; and</li> <li>➤ abandonment.</li> </ul>
<p><b>Circumstances where You are Not Covered (continued)</b></p>	<p>You need to carefully read the full Policy Wording in Part B of this document so that You fully understand and are aware of the situations where there is no Cover under the Policy.</p>

## 9. When You Are Insured

Your insurance begins when You accept Our offer. The commencement and expiry dates of Your insurance will be shown on the Policy Schedule sent to You. The insurance applies for the period for which the Premium You have paid relates to Our annual premium required.

## 10. How to Make a Claim or if You Have an Accident

If You have an Accident just call NTI ACCIDENTASSIST on 1800 684 669 (1800 NTI NOW), and We will take care of the following:

- ensure the driver and other parties receive medical attention;
- provide over the phone trauma assistance until help can arrive;
- authorise NTI Heavy Motor Recovery Operators to recover Your Motor Vehicle using latest skills and equipment to prevent further damage to Your Motor Vehicle;
- arrange the transportation of the driver back to base;
- relay urgent messages on Your behalf;
- clean up the Accident scene;
- post-trauma counselling for the driver;
- referral to a financial advisor if the business is suffering due to the Accident;
- ensure Your load recovery cost is fair for You or Your cargo insurer.

## 11. Excesses

If You make a claim under the Policy, You may be required to pay one or more excesses.

The description of these excesses and the circumstances in which they are applied are shown in the Policy.

There will always be a 'base' Excess, and the amount of this Excess will depend on what type of Motor Vehicle You own and where in Australia You are based.

Excesses for age and/or inexperience in driving history also apply and are in addition to any base Excess. These are shown in the Conditions section of the Policy.

The base Excess will be shown on Your Policy Schedule attached to the Policy document whilst the additional excess information is contained within the Policy wording. Please read these. Should You require additional clarification You should ask Our representative for an explanation.

You must pay the amount of the Excesses for each claim unless We say so in writing.

## 12. Change of Ownership

Where Your Motor Vehicle is sold or transferred to new ownership, Cover over that Motor Vehicle is cancelled from the time of the sale or transfer. We will refund premium for the unexpired Cover for that Motor Vehicle.

## 13. Change of Circumstances

During the term of the Policy, You must give immediate written notice to Us of any change in circumstances from those that existed at the time the cover was proposed. We may not be liable for any claims after such a change, unless We agreed in writing.

## 14. Taxation Implications

All taxes and charges are shown as separate items on all schedules to insurance policies (e.g. Stamp Duty and Goods and Services Tax). The amount payable by You for this Policy includes an amount on account of the GST on the premium.

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

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

In certain circumstances premiums may be tax deductible and claims payments may be assessed as income for income tax purposes.

This taxation information is a general summary only. You should obtain Your own taxation advice.

## 15. A Claim May be Refused

We may refuse to pay out a claim if You have not complied with the terms of the Policy. For example, You must:

- have paid the premium;
- Pay the Excess when lodging the claim;
- not admit liability or offer or make promise or payment to any other party without Our written consent;
- immediately report any Accident, malicious damage, theft or attempted theft to the Police and Us;
- give Us full discretion in the conduct, defence or settlement of any claim and give Us all information and assistance that We may require during the conduct of Your claim.

We may change procedures or other information in this PDS (other than the Policy) from time to time. Advance notice of any changes will be given where feasible.

## 16. Cancelling Your Policy

You may cancel Your Policy by giving Us notice in writing. We will refund premium for each day of the unexpired Period of Insurance, less a 10% cancellation fee. This fee will not apply if the cooling off period is activated.

## 17. Resolving Your Complaints

### What You do and who You contact if You have a complaint or dispute involving Us:

If You have a complaint or dispute about Your insurance policy, decisions on Your claim or Our service or the service of Our authorised representatives, loss adjusters or investigators, You may access Our Internal Dispute Resolution process. To do so, please contact Our closest office to You. Contact details can be obtained by visiting [www.nti.com.au](http://www.nti.com.au).

### Internal Dispute Resolution – Complaints

Once You contact Us, Our staff will help You in every way they can. If Our staff are unable to resolve Your complaint, they will refer Your concern to their supervisor who will deal with the matter promptly. If You are still not satisfied, the matter can be handled through Our Internal Dispute Resolution process.

Simply ask the Supervisor or Manager You are dealing with to refer the matter to Our Dispute Resolution Officer. The complaint will then be treated as a Dispute.

A brochure on Our Dispute Resolution System is available from any of Our offices.

### Internal Dispute Resolution – Disputes

You will be notified of the name and contact details of the employee assigned to liaise with You in relation to the dispute. The Dispute Resolution Officer will acknowledge receipt of Your dispute in writing usually within 5 working days.

As long as all necessary information is provided and no investigations are in progress, a final decision on the dispute will be forwarded to You in writing usually within 15 working days and this will provide reasons for Our decision.

Alternatively, where further information or investigation is required, We will endeavour to agree a reasonable time frame extension with You.

Our Internal Dispute Resolution System is designed to seek to resolve any complaints or disputes that may arise. If our Internal Dispute Resolutions Scheme is unable to resolve any dispute (or complaint), we will refer you to an ASIC approved external dispute resolution scheme of which our licensee is a member and it may be able to resolve the dispute. The internal Dispute Resolution Officer has 45 days to respond from the date that the complaint is received.

If we are unable to resolve your dispute to your satisfaction within 45 days we will inform you of the reasons for the

delay and that you can take the complaint or dispute to our External Dispute Resolution (EDR) Scheme - the Financial Ombudsman Service (FOS) even if we are still considering it (and provided the complaint or dispute is within the Scheme's Terms of Reference).

We will inform you that you have this right and details of our EDR Scheme before the end of the 45 day period. If you do not agree with our decision, you can refer your dispute to the Financial Ombudsman Service Ltd (FOS). FOS is responsible for monitoring compliance with the General Insurance Code of Practice. FOS is available to customers and third parties who fall within their Terms of Reference (TOR). FOS will notify you as to whether their TOR covers the dispute in questions to have the matter reviewed by them.

It will be for the Financial Ombudsman Service (FOS) to determine whether your complaint falls within the jurisdiction of their "Terms of Reference" and they will advise you accordingly. Please note that the FOS "Terms of Reference" provide that any complaint must be lodged with the Financial Ombudsman Service within two years of the date of our final decision. Alternatively, you retain the right to seek independent legal advice should you so desire.

### External Dispute Resolution

As mentioned earlier, a brochure on Our Dispute Resolution Process is available from any of Our offices which includes information about the External Dispute Resolution Process (**EDR**).

The EDR process is by way of the Financial Ombudsman Service (**FOS**) which is an impartial body that is independent of Us.

The contact details for the Financial Ombudsman Service are as follows:-

Financial Ombudsman Service Limited,  
ABN 67 131 124 448  
National Toll Free number 1300 780 808.  
GPO Box 3 Melbourne VIC 3001  
Email: [info@fos.org.au](mailto:info@fos.org.au)

## 18. Costs

### How the Premium is Calculated?

Your premium may be calculated using all or some of the following:

- Your claim history and experience;
- the type of Your Motor Vehicle;
- the usage of Your Motor Vehicle;
- the location of Your Motor Vehicle;
- Sum Insured and Limit of Liability;
- the distance You travel from Your base of operations;
- Your base of operations.

### 19. Other Matters That May Affect the Cover We Offer You

- driver History;
- driver Skills;
- driver Age;
- driver Experience;
- use of subcontractors and labour hire personnel.

## 20. General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (**Code**).

We are committed to raising standards of service to Our customers. This Code sets out the minimum standards We will uphold in the services We provide to You and is a practical demonstration of Our commitment to providing a high level of service to Our customers.

If You are interested in obtaining more information about this important industry initiative, You can contact the Insurance Council of Australia or access the Code directly at: [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

The Code aims to:

- describe standards of good practice and service to be met by participating insurers;
- promote disclosure of information relevant and useful to consumers so as to allow them to make an informed choice and compare one product with another;
- facilitate the education of consumers about their rights and obligations with insurance contracts;
- promote informed and effective relationships between consumers, insurers and authorised representatives; and
- ensure insurers have fair procedures for resolution of disputes between consumers and insurers or consumers and authorised representatives.

More information about the Code can be obtained from Us direct or Our website [www.nti.com.au](http://www.nti.com.au) or contacting the Insurance Council of Australia (**ICA**) directly (the ICA has an office in most capital cities) or via their website at [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au).

## 21. Repair Industry Code of Conduct

NTI complies with the Repair Industry Code of Conduct.

You can choose a repairer, or We can recommend one for You. If We do not accept Your choice of repairer, You must still co-operate with Us to select another repairer that We both can agree on.

## 22. Our Guarantee

We only use Original Equipment Manufactured (**OEM**) parts when available and supply parts, using parts sourced by Us through NTI Parts, wherever practicable. By using OEM parts, We can guarantee the quality of parts used in the repair process. In the event that OEM, take-off and recycled parts are not available only then with Your permission will We seek to fit non-OEM parts.

We guarantee the quality of workmanship and materials used in Our authorised repair of Your Motor Vehicle for the life of Your Motor Vehicle, (even if You no longer own it). Where We agree the repairs are found to be unsatisfactory, We will correct them. Our responsibility to correct these repairs does not extend to wear and tear of Your Motor Vehicle.

We will arrange for repairs authorised by Us to be rectified at no cost to You, if We agree that the repairs are defective. Before We can arrange for any defective repairs to be rectified, You must give Us the opportunity to inspect Your Motor Vehicle.

# Part B

## FLEET INSURANCE POLICY

### Our Agreement with You

Based on the information in Your Insurance Proposal, and the statements and declarations that You have made in support of Your application for insurance and provided that You have paid the premium by the due date, We will insure You for the Cover specified in Your Policy Schedule, subject to the terms, conditions and exclusions that are set out in this Policy.

Your Policy consists of:

1. this Policy document, which sets out the conditions of Cover, exclusions and the terms and conditions that apply to the Policy or level of Cover You have chosen.
2. the Policy Schedule is a separate document and shows the insurance details that are relevant to Your insurance.
3. any endorsements noted on Your Policy Schedule or otherwise notified by Us to You in writing.
4. Your Insurance Proposal, the declarations and statements that were made when You applied for Cover from Us and every other matter which You subsequently declare or state to Us when You, replace, vary, extend or reinstate Your Policy.

They are all to be read as if they are the one document.

### The Cover

Subject to the following terms and conditions, this Policy provides Cover for Your Motor Vehicle and Cover for Your liability to third parties for Personal Injury or Damage to Property arising out of the use of Your Registered Motor Vehicle during the Period of Insurance.

**Section 1** applies to the settlement of any Claim if Your Motor Vehicle is damaged or stolen during the Period of Insurance.

**Section 2** provides Cover for Your liability to third parties for Personal Injury or Damage to Property that arises from the use of Your Registered Motor Vehicle during the Period of Insurance.

**Section 3** provides Cover for legal costs incurred by You with Our prior written consent in defending a claim for which there is Cover under Section 2 of this Policy.

**Section 4** provides Cover to Your employer or a principal who has engaged You under contract for damages caused whilst Your Registered Motor Vehicle is being used on their behalf.

**Section 5** provides Additional Benefits including costs associated with repatriating a driver following Accident or theft, a contribution towards costs of transportation of a driver who dies as a result of an Accident for which there is Cover under Section 1 of this Policy, and many other benefits.

**Section 6** applies to the settlement of Your claim if there is loss or damage to Your Motor Vehicle as a result of Terrorism during the Period of Insurance.

**Section 7** provides Additional Benefits, Optional Extensions, specific exclusions and conditions that only apply where we insure Your Mobile Plant.

## Definitions

Word	Meaning
<b>Accident, Accidental</b>	means an unintended, unforeseen, unlooked-for happening or mishap, which is not expected nor designed.
<b>Another Person</b>	means an individual or number of individuals other than: <ul style="list-style-type: none"> <li>➤ You or any of Your relatives who ordinarily reside with You, or with whom You ordinarily reside;</li> <li>➤ a person who is one of Your business partners or employees acting as same;</li> <li>➤ where You are a firm or corporation, a person who is a business partner, director, or employee of the firm or corporation.</li> </ul>
<b>Combined Unit</b>	means a towing Motor Vehicle with an attached number of towable trailers.
<b>Cover</b>	means the benefit and protection provided by this Policy as specified in Your Policy Schedule.
<b>Damage to Property</b>	means physical damage to or destruction of tangible property including the loss of use thereof at any time resulting therefrom.
<b>Dry Hire</b>	means when You hire out Your Mobile Plant without providing Your employee or any person under Your direct control who is engaged or involved in the operation of Your Mobile Plant
<b>Extras</b>	means the Motor Vehicle's; <ul style="list-style-type: none"> <li>(a) accessories (including built-in radio / CB radio / fixed telephone / refrigerator / TV receiver / CD player);</li> <li>(b) tools and spare parts;</li> <li>(c) tarps, gates, chains, chain dogs, and the like (limited to \$10,000 any one event, unless We specify another amount in Your Policy Schedule).</li> </ul>
<b>Excess</b>	means the amount specified in Your Policy Schedule You must pay as the first part of any claim unless otherwise stated under the provisions of this Policy.
<b>Expiry Date</b>	This policy expires at 4.00pm Local Standard Time (LST) of Our office issuing this policy, on the date shown in Your Policy Schedule as the "to" date.
<b>GST</b>	has the meaning given in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
<b>Headings</b>	when used in Your Policy, are purely descriptive in nature and are not intended to be used for interpretative purposes.
<b>Input Tax Credit</b>	has the meaning given in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
<b>Insurance Proposal</b>	means the particulars of insurance completed by You, as Your application for insurance, and submitted to Us either in writing or electronically on which We rely to determine whether to provide You with a Policy, and if so, upon what terms and conditions.
<b>Limit of Indemnity</b>	means the amount(s) specified in Your Policy Schedule as the maximum amount up to which We will protect You for Your liabilities, subject to the application of any Excess.
<b>Market Value</b>	means the value of Your Motor Vehicle exclusive of GST immediately prior to the Accident using market prices and taking into consideration the age, specifications and condition of Your Motor Vehicle.
<b>Mobile Plant</b>	means a Motor Vehicle known as a backhoe, bulldozer, endloader, forklift, industrial crane or hoist, other mobile machinery/equipment, agricultural implement, a non motorised machine or implement,  described in Your Policy Schedule as a Class 9 type item.
<b>Motor Vehicle(s)</b>	means <ul style="list-style-type: none"> <li>➤ any type of machine designed for use on land only, excluding a tramway vehicle, locomotive and rolling stock (but this does not exclude a road going Motor Vehicle with 'wind down' rail wheels that may traverse railway lines); or</li> <li>➤ a trailer;</li> </ul> described in Your Policy Schedule.
<b>National Transport Insurance</b>	means the joint venture of the following insurers in the proportions shown: CGU Insurance Limited: ABN 27 004 478 371; AFSL 238291 – 50% AAI Limited trading as Vero Insurance (ABN 48 005 297 807) (AFSL 230859) – 50% This means that each insurer is only responsible for its half share.

<b>Period of Insurance</b>	<p>means the period between and includes the dates in Your Policy Schedule shown as “Insured From/To” during which We provide insurance under Your Policy.</p> <p>Your Policy expires on the date specified in Your Policy Schedule as the “to” date at 4.00pm Local Standard Time (LST) of the State or Territory within the Commonwealth of Australia in which Our office issuing Your Policy is located.</p>												
<b>Personal Injury</b>	means bodily injury, death, sickness, disease, shock, fright, mental injury or mental anguish.												
<b>Policy Schedule</b>	means the most current insurance details and attachments to them, issued to You by Us. It sets out Your Policy number, Excess and any special conditions, endorsements and limits which apply to Your Policy.												
<b>Policy</b>	means this document, Your Policy Schedule, the Insurance Proposal, any declarations and statements You make to Us and any other notice We give You in writing, all to be read together.												
<b>Sum Insured</b>	means the amount(s) specified in Your Policy Schedule which will be the maximum amount We will pay, subject to the application of any Excess.												
<b>Terrorism</b>	means an act, including but not limited to the use of force or violence (or the threat of force or violence), of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments(s), committed for political, religious, ideological ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.												
<b>Tool of Trade</b>	means the operation of Your Motor Vehicle whilst engaged in and undertaking its designed purpose of excavating, digging, grading, drilling, spraying, scraping, pumping, vacuuming, suction, lifting, or like operations.												
<b>Total Loss</b>	means where We have assessed that Your Motor Vehicle is destroyed or so damaged as to cease to be a Motor Vehicle.												
<b>Two Up Operation</b>	means where Your Motor Vehicle is operated with more than one driver where those drivers share the driving during the course of the journey.												
<b>Watercraft</b>	means a marine vessel normally intended to or designed to float, submerge or move in, on, through or under water.												
<b>We/Our/Ours/Us</b>	means National Transport Insurance through its manager NTI Limited: ABN 84 000 746 109; AFSL 237246.												
<b>Wet Hire</b>	means when You hire out Your Mobile Plant and provide Your employee or any person under Your direct control who is engaged or involved in the operation of Your Mobile Plant.												
<b>Working Accessories</b>	<p>means the following accessories that You own or lease that are normally attached to or in or on Your Motor Vehicle:</p> <table border="0"> <tr> <td>(a) buckets;</td> <td>(e) pallet forks;</td> </tr> <tr> <td>(b) chain trencher;</td> <td>(f) post hole borer;</td> </tr> <tr> <td>(c) hammer;</td> <td>(g) ramps;</td> </tr> <tr> <td>(d) laser (limited to \$10,000 for any one claim unless We specify another amount in Your Policy Schedule);</td> <td>(h) rippers;</td> </tr> <tr> <td></td> <td>(i) rock breaker;</td> </tr> <tr> <td></td> <td>(j) sweeper.</td> </tr> </table>	(a) buckets;	(e) pallet forks;	(b) chain trencher;	(f) post hole borer;	(c) hammer;	(g) ramps;	(d) laser (limited to \$10,000 for any one claim unless We specify another amount in Your Policy Schedule);	(h) rippers;		(i) rock breaker;		(j) sweeper.
(a) buckets;	(e) pallet forks;												
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(c) hammer;	(g) ramps;												
(d) laser (limited to \$10,000 for any one claim unless We specify another amount in Your Policy Schedule);	(h) rippers;												
	(i) rock breaker;												
	(j) sweeper.												
<b>You/Your/Yours/Yourself</b>	means the client named in the Policy Schedule whose place of residence or if a company, whose place of incorporation, is within Australia or its external territories.												

# SECTION 1

## Loss, Damage or Theft of Your Motor Vehicle

### Important Notice

This Section 1 does not provide Cover for loss or damage of whatsoever nature directly or indirectly caused by, resulting from or in connection with or in response to any Terrorism (declared or not declared) regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.

(For any claim relating to loss or damage as a result of Terrorism, see Section 6 of this Policy)

### What You are insured for in Section 1

Subject to the terms applicable to this Policy and payment of any applicable Excess We **will pay for** loss or damage to or theft of:

1. Your Motor Vehicle;
2. Your Extras whilst contained in/on or attached to Your Motor Vehicle;
3. Your Working Accessories whether or not they are attached to Your Motor Vehicle,

as a result of an Accidental loss or damage, or theft of Your Motor Vehicle, and/or its Extras and/or its Working Accessories occurring during the Period of Insurance.

### Settlement Clause

#### 1. How We will settle Your claim:

Where Accidental loss or damage to, or theft of, Your Motor Vehicle or its Extras or its Working Accessories occurs, We will decide whether to:

- (1) repair, reinstate or replace the damaged parts of Your Motor Vehicle, its Extras or Working Accessories; or
- (2) pay the amount of the loss or damage as determined or agreed by Us; or
- (3) replace Your Motor Vehicle, its Extras and/or Working Accessories.

However where You or Your employee driver of Your Motor Vehicle (or a member of Your or Your employee's immediate family) is injured and dies as a direct consequence of the Accident We will provide You or Your legal personal representative with the option to Total Loss Your Motor Vehicle (that includes its Extras and/or Working Accessories), but in all circumstances, We will not pay any amount exceeding:

- (a) the Market Value; or
- (b) the Sum Insured,

at the time of the loss or damage or theft, and whichever is the lesser amount.

#### 2. New Motor Vehicle replacement

If:

- (a) Your Motor Vehicle, (other than a Motor Vehicle described in paragraph (b) below) of this New Motor Vehicle replacement clause, becomes a Total Loss or is stolen within **three** years of its original registration after new manufacture; or
- (b) Your Motor Vehicle is:
  - (i) a stock or tanker type trailer;
  - (ii) a garbage compactor rigid body truck;
  - (iii) a concrete agitator rigid body truck or concrete pump equipment;
  - (iv) plant or other specialist application body type,that becomes a Total Loss or is stolen within the **one** year of its first purchase after new manufacture,

then at Your election We will;

- (i) replace Your Motor Vehicle with a new one including payment of stamp duty, delivery charges and Our proportion of registration fees (**replacement costs**) where an equal model is available. Where there is a refund of registration available for the Motor Vehicle being replaced, then this will be deducted from Our settlement and You will be responsible for this difference in the purchase of the replacement Motor Vehicle; or
- (ii) provide the equivalent value of Your original Motor Vehicle's replacement cost towards the purchase of an alternate make if You choose to move to an alternate make,

but We will only pay up to the maximum value of the Sum Insured specified in Your Policy Schedule, plus an **additional Cover** of up to 20% of the Sum Insured. However this **additional Cover** only applies to Your Motor Vehicle, or a Combined Unit, with a total Sum Insured no greater than \$2,000,000. If the Sum Insured or Market Value of Your Motor Vehicle or Combined Unit exceeds \$2,000,000, We will pay no more than the Sum Insured or Market Value of Your Motor Vehicle whichever is the lesser.

If You elect not to replace Your Motor Vehicle (that includes its Extras and/or Working Accessories), or the equal model or alternate make is not available, then We will pay:

- (i) the Market Value; or
- (ii) the Sum Insured,

at the time of the loss or damage or theft and whichever is the lesser amount.

When We pay for a Total Loss of Your Motor Vehicle, Cover will cease for that Motor Vehicle without refund of premium.

### 3. Finance Payout Protection

*Specific definition that applies only to this Clause*

For the purposes of this Finance Payout Clause, **Payout Amount** means the amount owing (at the time of the Accident) under any lease, hire purchase or similar agreement to which Your Motor Vehicle is subject, but excluding arrears penalties or charges owing or payable by You under those agreements.

*Protection:*

Where Your Motor Vehicle that is subject to a lease, hire purchase or similar agreement, becomes a Total Loss during the Period of Insurance as a result of an Accident, and the Payout Amount is greater than the Market Value or Sum Insured (whichever the lesser), We shall pay up to an **additional 20%** of either the Market Value or Sum Insured (whichever the lesser). However this **additional Cover** only applies to a Motor Vehicle, or a Combined Unit, with a total Sum Insured or Market Value no greater than \$2,000,000. If the Sum Insured or Market Value exceeds \$2,000,000, We will pay no more than the Sum Insured or Market Value (whichever the lesser) for the Motor vehicle.

Where the Payout Amount is less than both the Sum Insured or Market Value, plus the **additional 20%** of the Sum Insured, We will pay either the Market Value or Sum Insured whichever is the lesser.

This Finance Payout Protection clause will not apply where loss or damage is caused directly or indirectly by theft and/or fire, other than fire resulting from impact damage arising from an Accident.

### Limit of Cover

We **will not pay** more than:

- (a) the Sum Insured specified in Your Policy Schedule or in the 'New Motor Vehicle replacement' clause for any one Accident to, or theft of, Your Motor Vehicle;
- (b) the Sum Insured under the Finance Payout Protection clause for any one Accident to Your Motor Vehicle.

We **will not pay** more than \$12,500,000 in aggregate under Section 1 of this Policy for either (a) or (b) above, arising out of the same event Covered by Section 1 of this Policy.

### Recovery

In addition We **will pay** the reasonable cost of protection and recovery of Your Motor Vehicle to the nearest qualified repairer (or if You choose, to Your base of operations or a repairer of Your choice subject to Us first authorising or arranging the recovery transportation) for the type of Motor Vehicle damaged, or place of safety following loss or damage covered by this Policy unless it is Mobile Plant. Section 7 of this Policy applies to the settlement of any claim for the recovery and protection costs incurred for Mobile Plant noted on Your Policy Schedule.

Recovery of Your Motor Vehicle does not extend to include salvage of the load carried at the time of the Accident.

## Specific Exclusions That Apply Only to Section 1 of The Policy

We **will not pay** for:

### 1. Deterioration

Loss or damage to Your Motor Vehicle due to:

- (a) depreciation, wear and tear, or corrosion;
- (b) mechanical or electrical or electronic breakdown, failure, malfunction or breakage;
- (c) faulty design or workmanship.

### 2. Tyre Damage

Loss or damage caused to Your Motor Vehicle's tyres by brake application, road cuts, punctures, bursts, blowouts or shredding of tread, or damage to rubber tracks of Mobile Plant through cuts and/or ruptures.

### 3. Setting of Concrete/Bitumen

Loss or damage to Your Motor Vehicle or Your concrete agitator barrel, bowl, or concrete pump caused by the setting or hardening of any concrete, bitumen or similar products being carried at the time of the loss, unless You have taken all reasonable steps to remove the concrete, bitumen or similar product from Your concrete agitator barrel, bowl, or concrete pump.

### 4. Your Consequential Loss

Loss incurred by You as a consequence of an inability to use Your Motor Vehicle following Accidental loss or theft.

### 5. Drill shaft/bit

Loss or damage to the drill shaft or bit of any drilling rig or machine, whilst in use for the purpose of drilling below ground or surface level.

### 6. Equipment in Use

Loss or damage to blades, cutting discs, grinders, hammers, pulverizing and crushing surfacer, screens, sieves, belts, chains or conveyor belts, or like equipment, being part of Your Motor Vehicle, whilst in use.

### 7. Obsolete Parts

Any amount greater than the manufacturer's latest list price for the supply of any part that is not available locally.

# SECTION 2

## Legal Liability to Third Parties

### Important Notice

This Section does not cover liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with or any response to any Terrorism (declared or not declared) regardless of any other cause or event contributing concurrently or in any other sequence to the legal liability, including action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

### Specific Definition That Applies Only to Section 2

In this Section 2, when We say **Your Registered Motor Vehicle**, We extend this definition to mean Your Motor Vehicle that is not ordinarily required to be registered at law but is issued with a temporary permit (or the like) by a road or traffic authority, for and whilst being used on a public road or in a public place.

### Cover

#### What You are insured for in Section 2

We **will indemnify** You up to the Limit of Indemnity as specified in Your Policy Schedule (subject to the liability limits specified in Parts 1 and 2 below) for any amount which You are held legally responsible to pay as compensation for:

- (A) Personal Injury directly to Another Person
  - (B) Damage to Property of Another Person
- as a result of an Accident occurring during the Period of Insurance and caused:

- (1) by You using Your Registered Motor Vehicle; or
- (2) by and during loading or unloading merchandise onto or off Your Registered Motor Vehicle direct to or from a fixed place of rest beside Your Registered Motor Vehicle; or
- (3) by merchandise or equipment/components of Your Registered Motor Vehicle, falling on, in or from Your Registered Motor Vehicle.

We will also indemnify You and Your employee for liability to pay compensation to Another Person for a valid claim under this Section 2 of the Policy where Your employee is:

- (a) driving, using or in charge of Your Registered Motor Vehicle with Your express permission and authority; and
- (b) driving Your Registered Motor Vehicle on a journey that is approved and authorised by You.

### Part 1

#### Non dangerous goods carrying liability

Where the cargo of Your Registered Motor Vehicle is not dangerous goods in terms of the Australian Dangerous Goods Code, the Limit of Indemnity is up to the amount specified in Your Policy Schedule in total (subject to the limit for removal of non dangerous debris below).

#### Removal of non dangerous debris

Where costs, charges and expenses have necessarily and reasonably been incurred to clean up and remove any non dangerous debris, being merchandise that has fallen from Your Registered Motor Vehicle as a result of an Accident and, after settlement of any claim by You under any applicable Cargo Transit or Carriers Liability Insurance over Your cargo (which includes the application of any Excess under those policies) for removal of the same debris, there remains an amount in excess of that settlement (**excess loss amount**) for which You still incur a loss, then We will pay any excess loss amount up to \$50,000 arising out of that Accident.

### Part 2

#### (A) Dangerous goods carrying Liability.

Where Your Registered Motor Vehicle is being used for the carriage of any of the following Dangerous Goods Classes as specified in the Australian Dangerous Goods Code, and within the quantities mentioned therein, We will indemnify You in total for any one loss / any one Combined Unit up to a limit of **\$1,250,000** or the amount specified in Your Policy Schedule as Your Limit of Indemnity for dangerous goods classes (subject to the limits in Part 2(B) Dangerous goods clean up below), where the loss or damage is Accidental from Your standpoint.

<b>Class 1</b>	explosive substances or articles
<b>Class 2</b>	gases
<b>Class 3</b>	flammable liquids or substances
<b>Class 4</b>	flammable solids or substances
<b>Class 5</b>	oxidising agents or organic peroxides
<b>Class 6.1</b>	toxic substances
<b>Class 8</b>	corrosive liquids or substances
<b>Class 9</b>	miscellaneous dangerous goods

For the removal of any doubt We do not include the following classes of dangerous goods:

Class 6.2 – infectious substances; or

Class 7 – radioactive substances,

in the insuring clauses under Section 2 and no indemnity whatsoever applies for liability arising out of the carriage of them.

## (B) Dangerous goods clean up

*Public authority costs:*

Within the Limit of Indemnity for Part 2(A) of Section 2 of this Policy, We will indemnify You for the costs, charges and expenses incurred by or on behalf of a public authority for administration of the cleaning up and removal of an escape of contained dangerous goods indemnified by Part 2(A) of this Section 2 as a result of an Accident.

*Removal of dangerous goods debris costs:*

Where costs, charges and expenses have also been incurred for the cleaning up and removal of Your load indemnified by Part 2(A) of this Section 2 as a result of an Accident and after settlement of any claim by You under any applicable Cargo Transit or Carriers Liability Insurance covering removal of Your load, which includes the application of any Excess under those policies, there remains an amount in excess of that settlement **excess loss amount** in respect of which You still incur a loss, then We will indemnify You for that excess loss amount within the Limit of Indemnity for this Part 2(A) of this Section 2.

*Asbestos:*

Regardless of Specific Exclusion 5 that applies only to this Section 2, where the dangerous good is asbestos, We **will pay** for any public authority costs and removal of dangerous goods debris costs in accordance with Part 2(B) of this Section 2, but limited to a maximum indemnity of \$250,000.

## Limit of Liability:

Our total liability (inclusive of all costs, charges and expenses) under this Section 2 will not exceed the amount specified in Your Policy Schedule as the Limit of Indemnity for the carriage of non dangerous goods or for dangerous goods (or as otherwise limited in Parts 1 and 2 above) in respect of any one claim or series of claims arising from any one Accident, except as limited in the Asbestos clause in Part 2(B) of this Section 2.

## Specific Claim Condition That Applies Only to Section 2

### Medicare Notification

We will notify Medicare under the *Health and Other Services (Compensation) Act 1995*, where any payment is due or claim for compensation is lodged. If a Commonwealth issued 'Notice of Charge' deems an amount is due to the Commonwealth, that amount will be paid to the Commonwealth prior to and nett of any further compensation payment being made.

## Specific Exclusions That Apply Only to Section 2

We **will not** pay:

### 1. Property in Your physical or legal control

- (a) if the property damaged is owned by You;
- (b) if the property damaged is in Your physical or legal control, but this specific exclusion does not apply to property damage to premises leased or rented by You for Your business;
- (c) for any liability for loss of use arising out of or from loss or damage to any property in Your physical or legal control.

### 2. Delivery or Collection away from the Registered Motor Vehicle

for any liability arising or occurring beyond the limits of a carriageway or thoroughfare declared a designated road, whilst merchandise is being delivered away from, or collected and being conveyed to, Your Registered Motor Vehicle.

### 3. Motor Vehicle Liability

- (a) for any claim for Personal Injury;
  - 1. caused by or arising directly or indirectly out of or in any way connected with the ownership, possession, operation, driving or use by You of any Registered Motor Vehicle:
    - (i) where You or any person using Your Registered Motor Vehicle has or is entitled to be indemnified wholly or partially by any compulsory statutory insurance scheme or accident compensation scheme; or
    - (ii) where You or any person using Your Motor Vehicle would have been entitled wholly or partially to be indemnified by any compulsory statutory insurance scheme or accident compensation scheme but as a result of the failure to:
      - (a) register and/or acquire such insurance for Your Motor Vehicle, or
      - (b) comply with (or to breach) a term or condition of such a scheme, or
      - (c) lodge a claim under such a scheme, such indemnity has been refused, declined or abolished.
  - 2. arising out of or in any way connected with a defect in Your Registered Motor Vehicle (or in a registered Motor Vehicle) but if Your Registered Motor Vehicle is a Queensland Registered Motor Vehicle only if the defect causes loss of control whilst it is being driven.
  - 3. arising out of the use of Queensland registered Mobile Plant, and the Personal Injury occurs whilst such Mobile Plant is on land designated as:
    - (i) a road according to law; or
    - (ii) a public place.

4. arising out of the use of a trailer registered in Queensland or New South Wales whilst that registered trailer is being towed by a registered motorised vehicle or is running out of control having become detached accidentally from a registered motorised vehicle at the time the Personal Injury occurs.
5. arising out of the use of or in connection with Your Registered Motor Vehicle, if Your Motor Vehicle is registered in the Northern Territory.

(b) for any amount:

- (i) which is in excess of or below any monetary or other limitations or threshold amount imposed by law, or
- (ii) which by operation of law is otherwise not covered.

## 4. Employers' Liability

for:

- (a) any liability for Personal Injury for which insurance against such liability (whether the insurance is limited in amount or not) is required pursuant to any workers' compensation, accident compensation or similar legislation in respect of Personal Injury to an employee or a person deemed to be Your employee by such legislation;
- (b) any liability to any person for Personal Injury arising out of, or sustained in the course of, the employment of such person by You in Western Australia;
- (c) any other liability imposed by the provisions of:
  - (i) any workers' compensation, accident compensation or similar legislation, or
  - (ii) any industrial award or agreement or determination or any contract of employment or workplace agreement.
- (d) any claim, including loss of consortium, in respect of or arising out of, the death of or bodily injury to any employee of Yours (which expression includes any person engaged under a contract of service or apprenticeship with You) where same arises out of or in the course of the person's employment with You.

## 5. Asbestos

for liability arising out of any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity, except as allowed in Part 2(B) of this Section 2 (Dangerous goods clean up).

## 6. Aviation Activities

for any liability arising directly or indirectly by, through or from any aviation activity and/or any activity either within or on airport taxi-ways, parking stations, landing grounds, tarmac or the like, all known as airside, or any temporary landing ground.

## 7. Liability under Agreement

for liability accepted by You under any contract, warranty, undertaking or agreement, unless that liability would have attached regardless of the contract, warranty, undertaking or agreement.

## 8. Vibration

for liability incurred by or through vibration caused by Your Motor Vehicle.

## 9. Tool of Trade

for liability incurred or caused by operating as a mechanical Tool of Trade. However this exclusion will not apply where:

- (a) a crane arm attached to Your goods carrying Registered Motor Vehicle is used for the purpose of loading or unloading (as per the Cover clause of Section 2 of this Policy), but excludes any liability to merchandise attached to such crane arm; or
- (b) a pumping device attached to Your goods carrying Registered Motor Vehicle has been used to unload freight to a storage container, where that freight being pumped is either powdered, or a liquid not manufactured to normally alter or progress to a solid phase.

# SECTION 3

## Defence Costs

We agree that by giving Our prior written consent We will in addition reimburse You for the costs and expenses of the defence of any claim for which You would be indemnified under Section 2 of this Policy.

We provide a Limit of Indemnity for the carriage of non-dangerous goods (Part 1) or dangerous goods (Part 2) of Section 2 of this Policy.

When We reimburse Your defence costs We will do so in the proportion that the applicable Limit of Indemnity under the relevant Part of Section 2 of this Policy bears in relation to total amount required to settle the claim, (or discharge the judgement for damages). We will not pay more than Your total defence costs.

## SECTION 4

# Principal or Employer Indemnity

We **will indemnify** under the terms of Sections 2 and 3 of this Policy Your employer or any person who as principal has engaged You under a contract, in respect of damages occurring during the Period of Insurance, which are caused by You and arising out of using Your Registered Motor Vehicle on their behalf.

## SECTION 5

# Additional Benefits

### Accidental Overload

Exclusions 3(a)(ii) and 3(b)(ii) are deleted where You prove to Us that such overloading was Accidental and could not reasonably be known, detected or prevented by You.

### Acquired Companies

Your Policy extends to include any company, subsidiary or firm formed purchased or acquired by You during the Period of Insurance; Provided that You:-

- (a) hold the legal right to control the decisions of such company, subsidiary or firm;
- (b) advise Us of Your interest in such company or firm not later than 30 days from the date of attachment of such interest; and
- (c) declare to Us the details of all additional motor vehicles to be insured and pay such additional premium as may be required by Us.

### Additional Interests

Your policy extends to include the interests of lessors, financiers, trustees, mortgagees, owners and other parties financially interested in the insured property, the nature and extent of such interest to be disclosed in the event of loss, damage or liability. Where this Policy covers the interest of more than one party, any act or neglect of an individual party will not prejudice the rights of the remaining party/parties provided the remaining party/parties shall on becoming aware of any act or neglect whereby the risk of loss, damage or liability has increased, give notice in writing to Us.

### Automatic Inclusion of Additional Vehicle

Any additional and/or replacement Motor Vehicle acquired during currency of this Policy, whether on a permanent or temporary basis (which includes borrowed vehicles other than a trailer belonging to Your principal contractor) is automatically held covered under this Policy from the time You become legally responsible for it, provided such addition is notified within 45 days of acquisition, and the Motor Vehicle is of a like and similar kind to those already insured by this Policy.

The Excess payable on the newly acquired Motor Vehicle shall be the same as the Excess for a like and similar kind of Motor Vehicle currently insured by this Policy but an additional premium may be charged.

For a Motor Vehicle, with a Market Value in excess of \$500,000, the Sum Insured under Section 1 of this Policy shall be limited to \$500,000. This applies until You request and We accept a higher limit thereon in writing.

### Car Parks

We shall not apply the Specific Exclusion 1 (b) that applies only to Section 2 of this Policy relating to Damage to Property, to Motor Vehicles belonging to employees or visitors, contained within the confines of Your car park (or parked within its immediate vicinity) on property owned or operated by You.

### Contract Drivers

- (a) Subject to paragraph (b) of this Additional Benefit, where there is a valid claim under Section 2 of this Policy, if Your Registered Motor Vehicle is driven by,

used by or in the charge of a subcontract driver or a driver supplied by a labour hire company We will indemnify that driver for liability to pay compensation to Another Person provided that the subcontract driver or driver supplied by a labour hire company is:

- (i) driving, using or in charge of Your Registered Motor Vehicle with Your express permission and authority; and
  - (ii) driving Your Registered Motor Vehicle on a journey that is approved and authorised by You.
- (b) To the extent permitted by law, this Additional Benefit is not available if the driver of Your Registered Motor Vehicle is a subcontract driver or a driver supplied by a labour hire company who is separately insured under a Commercial Motor or Public Liability policy that provides indemnity for a claim to pay compensation to Another Person.

## Cost of Repatriating Driver

We will pay the reasonable cost up to \$5,000 for returning Your employee driver (and passenger if applicable) to the point of departure or, at Your option, the employee driver's destination following an Accident or theft of Your Motor Vehicle, provided:

1. You contact NTI **ACCIDENTASSIST** on 1800 684 669 for them to arrange such travel;
2. There is a valid claim under Section 1 of this Policy;
3. The loss occurred outside a radius of 100 kilometres from the point of departure.

This additional benefit is additional to the Sum Insured specified in Your Policy Schedule for Your Motor Vehicle which is the subject of Your claim under Section 1 of this Policy.

## Cross Liability

Under Sections 2 and 3 where You are comprised of more than one party, the words "You/Your" shall be considered as applying to each party comprising You, in the same manner as if that party were the only party named herein as You, and We waive all rights of subrogation or action which We may have acquired against any such party. Nothing contained in this clause shall operate to increase Our Limit of Liability for these sections under this Policy.

## Death Away From Home

If the employee driver of Your Motor Vehicle dies in an Accident covered by Your Policy, and the Accident occurs outside a radius of 100 kilometres from the point of departure, then We will pay up to \$2,500 toward the transportation of the deceased to a location within Australia nominated by the deceased's next of kin.

## Difference in Excess For Hire Motor Vehicles

Where You hire a motor vehicle in connection with Your business and the hire agreement deems the owner of the hired motor vehicle to be responsible for insurance, then Your Policy extends to cover any difference in the Excess for the same type of Motor Vehicle on Your Policy Schedule and that of the insurance excess applicable to the hired motor vehicle insurance.

## Disabled Motor Vehicle Under Tow

Notwithstanding Exclusion 1(b) of Section 2, We will Cover You for loss or damage to any disabled Motor Vehicle resulting from being towed by Your Motor Vehicle, provided You are not towing the Motor Vehicle for reward or financial gain.

## Drivers' Personal Effects

Where there is a valid claim under Section 1 of this Policy for loss or damage to Your Motor Vehicle, We will Cover Your employee driver for so much of any loss or damage to personal effects that are not covered by the employee driver's household contents or personal effects insurance policy of the employee driver, and is subject to the following limits:

- (a) for household contents or personal effects, up to a limit of \$3,000,
- (b) for any trailer, up to a limit of \$500,

and subject to deduction or allowance for age, depreciation, wear and tear of property, and for any one employee, any one claim.

This additional benefit does not extend Cover for computers, laptops, cash, money or jewellery.

## Driver Psychological and Trauma Counselling

Where there is a valid claim under this Policy, We will also Cover You and Your employees up to a limit of \$5,000 for reasonable costs incurred in You or Your employees obtaining professional counselling as a result of trauma arising from an Accident. However this benefit does not cover any costs incurred which are covered by Medicare or private health insurance for which We are not permitted by law to provide.

## Emergency Accommodation

Where there is a valid claim under Section 1 of this Policy for loss or damage to Your Motor Vehicle, We **will pay** reasonable costs for emergency temporary accommodation for You, or Your employee driver if the Accident occurred outside a radius of 100Km from Your home base or Your employee driver's home and Your Motor Vehicle was unroadworthy or unsafe to drive as a consequence of the Accident.

You must produce Tax Invoices for any costs.

We will not pay more than \$2,500 for any one Accident.

## Emergency Repairs

You may carry out temporary repairs following Accidental loss or damage (limited to \$5,000) without referral to Us, to return Your Motor Vehicle to a place of safety.

## Expediting Expenses

Where there is a valid claim under Section 1 of this Policy for loss or damage to Your Motor Vehicle, and We have authorised repairs, We shall also indemnify You for the reasonable costs incurred for express carriage rates and extra payment for overtime, night, Sunday or holiday pay incurred, but limited to 50% of the market cost for such services or \$6,000 in total, any one loss, whichever is the lesser. If

there is a valid claim for loss or damage to Your Mobile Plant, Section 7 of this Policy applies to the Additional Benefit payable pursuant to this Policy.

## Family Expenses When Driver Hospitalised

At Your option, where Your employee driver of Your Motor Vehicle sustains Personal Injury requiring hospitalisation as a result of an Accident for which there is a valid claim under this Policy, We agree to pay for the reasonable cost of transport and accommodation (within Australia only) incurred by the injured employee driver's family member to get to the hospital. We will pay up to \$3,500 in total in any one Period of Insurance.

## Fire, Police and Emergency Services

Where there is a valid claim under this Policy We will Cover You up to a limit of \$25,000 per Accident for all costs charged by the following authorities as a result of loss and damage involving Your Motor Vehicle resulting in the attendance of members of any of:

- (a) the fire brigade;
- (b) the police;
- (c) other emergency service personnel.

We provide additional indemnity for 'Public Authority Costs' for the administration of the clean up of dangerous goods under Part 2(B) of Section 2 of this Policy.

## First Aid Costs

We will pay up to \$2,500 toward expenses not covered by statutory insurance for first aid cost to Another Person who suffered Personal Injury resulting from an Accident involving Your Motor Vehicle.

## Funeral Expenses

Where there is a valid claim under this Policy, We **will pay** the associated burial or cremation costs if the employee driver of Your Motor Vehicle sustains a fatal injury during an Accident, and travel costs within Australia for any member of the deceased employee driver's immediate family, to attend the burial or cremation, provided such death occurs within 12 months of the Accident.

We **will not** pay;

- (1) If the employee driver has committed suicide; or
- (2) for a combined amount exceeding \$10,000 in any one Period of Insurance.

This benefit will not be reduced by any accident compensation payment.

## Hire Costs

If Your Motor Vehicle is stolen, We will pay the reasonable cost of hiring a similar replacement vehicle up to an amount of \$10,000 in hire costs for any one theft.

We **will not** pay for:

- (a) hiring costs incurred after the day of recovery of Your Motor Vehicle,
- (b) a total hire period greater than 30 days from the day of theft.

## Journey Continuance

We will pay for the reasonable costs of hiring another Motor Vehicle of similar make and model to continue the journey for delivery of freight, up to a maximum amount of \$5,000 for any one Accident where Your Motor Vehicle was more than 100 kilometres from its point of departure.

## Locks and Keys

If Your Motor Vehicle's keys are lost, damaged or destroyed, or if there are reasonable grounds to believe the keys may have been illegally duplicated, We will pay the costs of replacing and/or recoding the locks and / or keys. We will pay up to \$10,000 per vehicle to a maximum of \$50,000 in total during any one Period of Insurance and this additional benefit is not subject to there being loss or damage to Your Motor Vehicle covered under this Policy. No Excess is payable if there is no loss or damage to Your Motor Vehicle.

## Maritime Liability

If Your Vehicle is being transported by sea between Australian ports, We will cover You for Your contribution for Your Vehicle if "General Average" is declared.

General Average is declared when goods or cargo are thrown overboard or other steps are taken to safeguard the vessel and the remaining property on the vessel. All cargo owners share the expenses or salvage costs incurred by a ship owner in preserving the vessel and cargo including claims costs incurred by cargo owners.

## Modification For Disablement

Where You or Your employee driver of Your Motor Vehicle is permanently disabled in an Accident for which there is a valid claim under Section 1 of this Policy, We will pay the reasonable costs of modifying Your Motor Vehicle, up to a limit of \$10,000 in total, to enable Your Motor Vehicle to be driven safely.

## Motor Vehicle Being Test Driven

If a motor vehicle is being demonstrated or test driven by You, or Your employee driver with Your consent, We will cover Your legal liability:

- (a) for loss or damage to or theft of that motor vehicle; or
- (b) to Another Person for Personal Injury or Damage to Property in connection with the use of that motor vehicle, which occurs during the Period of Insurance

We will not pay more than;

- (i) \$100,000 for any claim for loss or damage to or theft of that motor vehicle, or
- (ii) the Limit of Indemnity under Section 2 of this Policy for all liability, including costs and expenses.

No Excess is payable for a claim under this Cover.

## Non-Owned Motor Vehicles

We agree to indemnify You against liability as described in Sections 2 and 3 of this Policy in respect of a motor vehicle not owned or supplied by You whilst such motor vehicle is in the charge of Your employee driver whilst on Your business.

## Novated Lease

This Policy extends to cover the Motor Vehicles of Your employees, their spouses and immediate family, which are the subject of a novated lease or similar agreement arranged under the auspices of You and specifically agreed to be insured by You, and where such Motor Vehicles are specified in Your Policy Schedule.

## Release

Notwithstanding Exclusion 7 to Section 2 of this Policy, We agree to waive any rights and remedies or relief to which We may become entitled by subrogation against any municipal or government or semi-government or other statutory authority whenever You have been required by contractual agreement to release such parties from liability arising from any event insured against by this Policy.

## Retrieval Costs

In the event of Your Motor Vehicle becoming unintentionally immobilised in any physical situation in or about the site of any contract undertaken by You, other than as a result of mechanical, electrical, or electronic failure, the cost of recovery necessarily incurred and/or withdrawal therefrom shall be deemed to be loss or damage within the meaning of this Policy;

Provided that:-

- (i) Our liability in respect of such cost will not exceed \$25,000 during the Period of Insurance.
- (ii) Where You provide Your own equipment, for the purposes of recovery, settlement shall be at cost without allowance for profit.

If there is a valid claim for Retrieval Costs, Section 7 of this Policy applies to the Additional Benefit payable.

## Return of Vehicle

If there is a valid claim for loss or damage to Your Mobile Plant, Section 7 of this Policy applies to the Additional Benefit payable pursuant to this Policy.

If Your Motor Vehicle is damaged or stolen, We will pay the reasonable cost of returning Your Motor Vehicle to Your usual place of garaging, up to a maximum of;

- (a) \$5,000 following its repair, or
- (b) \$25,000 when the Motor Vehicle is recovered following its theft.

## Reward Costs

If Your Motor Vehicle is stolen and there is a valid claim under Section 1 of this Policy, We will, with Our prior written consent, pay for any reward offer made that results in the recovery of Your Motor Vehicle. Our total liability for any one theft will not exceed \$5,000 for all reward offers made.

## Signwriting

Where Your Motor Vehicle is repairable, We will pay for the reasonable cost of reinstatement of signwriting and artwork existing at the time of loss or damage in connection with a claim under Section 1 of this Policy without any limitation.

## Trade Plate and Driving Risk Extension

Where Your Policy Schedule has a trade plate noted on it, the following Cover will apply:

Notwithstanding Specific Exclusion 1(b) to Section 2 of this Policy, Your Policy is extended to provide Cover for any Motor Vehicle that is not specified in Your Policy Schedule, if that Motor Vehicle:

- (a) has a trade plate as shown on Your Policy Schedule, attached to it; and
- (b) is in Your care; and
- (c) is being collected or delivered, transported for registration, road tested or demonstrated for sale; and
- (d) is driven by or in the charge of Your employee driver.

This Additional Benefit will not apply to any Motor Vehicle to which the trade plate is attached where the loss or damage to that Motor Vehicle is sustained whilst it is being carried by or being, loaded on to or off a Motor Vehicle capable of carrying at least one Motor Vehicle at any one time.

### Conditions that apply only to this Additional Benefit:

- (a) The Excess as shown in Your Policy Schedule that applies to the Motor Vehicle type to which the trade plate is attached, applies to each and every claim;
- (b) To the extent permitted by law, Cover provided by this Additional Benefit will apply only in excess of any marine or motor vehicle type policy of insurance over the Motor Vehicle to which the trade plate is attached.

All other terms, conditions and exclusions of this Policy apply.

## Trailer In Control (Non Owned Trailer)

Notwithstanding anything to the contrary contained in Specific Exclusion 1(b) in Section 2 of the Policy, We will provide Cover for a single trailer or single conjoined trailer combination set at any one time that is used in connection with a prime mover or rigid body truck insured under this Policy, Your Policy is extended as follows:

### Section 1

You are indemnified for loss or damage to any trailer (s) which is not owned, mortgaged, leased or on hire by You, whilst such trailer(s) is in Your lawful custody or control, and is being used by You in conjunction with Your business.

The basis of indemnity shall be in accordance with the Loss or Damage – Settlement Clause under Section 1 of this Policy but for no more than a maximum of \$100,000.

### Section 2

Further;

- (a) Section 2 of this Policy is extended to indemnify You in the event of a loss of use claim by the owner of the trailer, (but not by You or any other party who is not the owner of the trailer), following loss or damage indemnified in a claim under Section 1 of this Policy.
- (b) Section 2 of the Policy applies to the non owned trailer provided there is no entitlement to Cover under any compulsory statutory insurance or any other specific insurance policy taken out by the owner of the trailer.

The Policy Excess for trailers shall apply, subject to a minimum Excess of \$2,500 for each and every trailer.

Where Cover is required for more than one single trailer or single conjoined trailer combination set then You are not covered unless You notify Us to do so and We agree. We may for that purpose require an additional premium and/or compliance with additional terms and conditions.

In all other respects, the Policy terms, exclusions and conditions continue to apply to this Additional Benefit.

## Two Wheel or Box Trailer

When Your two wheel trailer or box trailer is attached to or being towed by Your Motor Vehicle, We will Cover loss or damage to Your trailer caused by an Accident during the Period of Insurance.

We will not pay more than \$2,000 for this trailer, unless the trailer is included in Your Policy Schedule for a higher Sum Insured.

No Excess shall apply to claims accepted under this Additional Benefit.

## Tyres

If We agree to pay a valid claim under Section 1 and a tyre cannot be used as a direct result of damage sustained from a loss covered under this Policy, then We will pay for the new replacement cost of a similar make and specification. This benefit only applies when the condition of the damaged tyre's tread conforms with legal requirements at the time of damage and it was not a recapped or retread tyre.

## Uninsured Third Party Motorist Damage Benefit

This Cover applies to sedans and utilities only, insured on Your Policy Schedule for Third Party, Fire and Theft or Third Party Damage Only.

Under this clause, the maximum amount We will pay for all claims from any one Accident or series of Accidents arising out of one cause or event is the lesser of \$5,000 or the Market Value of Your Motor Vehicle at the time of the loss or damage. If We pay You the Market Value, then Your Motor Vehicle in its damaged condition will, at Our option, become Our property.

We will, at Our option, either:

1. repair Your Motor Vehicle to its condition immediately prior to the time of loss or,
2. pay You the cost of repairs to Your Motor Vehicle,

subject to the maximum amount, resulting from Accidental loss or damage to Your Motor Vehicle, provided You can satisfy Us that the Accident which gave rise to the claim was totally the fault of the authorised driver of another vehicle and:

- (a) You tell Us the registration number and the name and address of the driver/owner of that other vehicle, and
- (b) at the time of the loss or damage the driver/owner of that other vehicle was not insured for their third party liability, and
- (c) at the time of the loss or damage that third party vehicle was not owned or registered in Your name or in the name of a person who is relative of Yours or any person with whom You normally reside.

# SECTION 6 – TERRORISM LOSS OR DAMAGE

General Exclusion **20 does not apply** to this Section 6 of this Policy.

This Section does not apply to plant and equipment used in mining and construction activities that would not ordinarily be registered to travel by road.

For the purposes of this Section 6, **Your Motor Vehicle** includes its Extras and/or Working Accessories.

We **will pay** for loss or damage to Your Motor Vehicle as a result of Terrorism occurring to it.

## How We settle Your claim.

We will, at Our option, either;

- (1) repair, reinstate or replace the damaged parts of Your Motor Vehicle, or
- (2) pay the amount of the loss or damage, or
- (3) replace Your Motor Vehicle.

We **will not pay** any amount exceeding the Market Value of Your Motor Vehicle at the time of the loss or damage covered by this Section.

If You have not insured up to the Market Value then We will pay the sum that You have insured up to.

We **will not pay** more than \$2,500,000 in aggregate under this Section 6 of this Policy for loss or damage to Your Motor Vehicles insured by Us, arising out of the same act of Terrorism.

# SECTION 7 – CONTRACTOR’S PLANT AND EQUIPMENT

## Important note:

Where Your Motor Vehicle is Mobile Plant and is noted on Your Policy Schedule, the following amendments in this Section 7 apply to this Fleet Insurance Policy wording. For the avoidance of doubt, Section 7 does **not** apply to any trucks, trailers, cars, sedans, utilities and like Motor Vehicles noted on Your Policy Schedule.

## Additional Benefits Specific to Section 7

### Recovery Costs - Damage

When this Section 7 applies, the Section 1 “Recovery” clause is deleted and replaced with the following:

- (a) If We are liable to indemnify You under Section 1 of this Policy for loss or damage to Your Mobile Plant, We shall also indemnify You for the reasonable and necessary costs incurred with Our prior written consent, of:
  - (1) dismantling, recovering and transporting Your Mobile Plant for the purpose of repairing the damage;
  - (2) returning Your Mobile Plant to where it is usually kept following the completion of the repair; and
  - (3) protecting Your Mobile Plant from further damage pending repair.
- (b) Our liability under this Additional Benefit shall not exceed \$250,000 for any one Accident.
- (c) recovery of Your Mobile Plant does not extend to include salvage of the load carried at the time of the Accident.

### Retrieval Cost - No Damage

Our liability for Retrieval Costs under Section 5 of this Policy is increased from \$25,000 to \$50,000 during the Period of Insurance.

In all other respects, the Section 5 Retrieval Cost Additional Benefit clause is unchanged.

### Expediting Expenses

Our liability for Expediting Expenses under Section 5 of this Policy is increased from \$6,000 to \$25,000.

In all other respects, the Section 5 Expediting Expenses Additional Benefit clause is unchanged.

### Appreciation/Escalation

We will increase the Sum Insured of Your Mobile Plant equivalent to the appreciation of Your Mobile Plant’s Market Value during the Period of Insurance, to a value no greater than 20% or the Sum Insured, provided that:

- (a) the Sum Insured was the same as Your Mobile Plant’s Market Value at the start of the Period of Insurance; and
- (b) the Market Value immediately prior to the Accident or theft exceeded the Sum Insured.

Any appreciated value payable under this Additional Benefit is subject to payment of an additional premium by You, as calculated by Us which will be based on the increased Sum Insured for the Mobile Plant in question.

In all other respects, the Section 1 Settlement Clause “How We will settle Your claim” continues to apply to this Additional Benefit.

### Dry hire

If Your Mobile Plant is on Dry Hire and the hire agreement is not subject to any damage waiver or conditions that restrict Our right of recovery for Accidental loss or damage under Section 1 of this Policy, Exclusion 7 “Hire, Lease or Loan to a Third Party” is deleted from all Sections of the Policy, unless the claim is for theft or malicious damage in which case that Exclusion is not deleted.

### Indemnity to hirer (Subrogation Waiver) - Wet Hire

- (a) Where:
  - (1) You have Wet Hired out Your Mobile Plant; and
  - (2) the hire agreement provides that:
    - (A) You shall arrange insurance against damage to Your Mobile Plant for the hirer; or
    - (B) You shall release the hirer from liability for damage to Your Mobile Plant;

We will indemnify the hirer under Section 1 of this Policy against loss or damage to Your Mobile Plant occurring while on hire to the hirer.

- (b) Our liability under this Additional Benefit shall not exceed the lesser of:
  - (1) the level of insurance or release that the hire agreement requires You to provide to the hirer; or
  - (2) the Sum Insured or Market Value.  
- whichever is the lesser.

## Additional Conditions Specific to Section 7

### 1. Average/Underinsurance

You must insure for no less than 80% of the Market Value of Your Mobile Plant, otherwise We will pay that proportion of all loss or damage (under Section 1 of this Policy) which the Sum Insured bears to 80% of the Market Value, as follows:

The Sum Insured <b>divided</b> by 80% of the full current Market Value
<b>multiplied by</b>
The amount of loss
<b>equals</b>
The average calculation (not exceeding the Sum Insured)
We will deduct the applicable Excesses from the average calculation to obtain the amount payable by Us

Where Your Mobile Plant is a Total Loss and insured for less than 80% of its Market Value, We will pay the Sum Insured, unless varied by the "New Motor Vehicle replacement" Clause in Section 1 Of this Policy.

## 2. Compliance with recommendations, guidelines, standards and legislation.

You **must** at all times:

- (a) service, maintain, use and operate Your Mobile Plant strictly in accordance with:
  - (1) manufacturers' and distributors' recommendations and guidelines; and
  - (2) systems and procedures imposed or recommended by law, international standards, Australian standards and industry standards.
- (b) ensure that anyone servicing, maintaining, using, or engaging in the operation of Your Mobile Plant complies strictly with:
  - (1) manufacturers' and distributors' recommendations and guidelines; and
  - (2) systems and procedures imposed or recommended by law, international standards, Australian standards and industry standards.
- (c) permit only qualified or adequately experienced persons to engage in the operation or use of Your Mobile Plant;
- (d) permit only persons who are licensed to operate Your Mobile Plant unless they are exempted by law from being licensed; and
- (e) ensure that anyone operating or using Your Mobile Plant is:
  - (1) qualified and adequately experienced to use it;
  - (2) provided with suitable training in its operation or use before operating or using it; and
  - (3) not suffering from a physical or mental impairment of ability to operate or use it.

## Additional exclusions to section 7

Where there is a claim for loss or damage to or theft of Your Mobile Plant under Section 1 of this Policy, the following additional exclusions apply:

We will **not** pay for:

### 1. Alterations/improvements

The cost of any alterations, improvements or overhauls of Your Mobile Plant during repair.

### 2. Tidal movement

Loss or damage to Your Mobile Plant due to its total or partial immersion in tidal waters.

### 3. Plant on watercraft

Loss or damage to Your Mobile Plant during loading to, unloading from, or being used as a tool of trade on, any waterborne vessel or craft.

### 4. Fuel contamination without locking devices

Loss or damage to Your Mobile Plant caused by contamination to fuel, lubricant, oil or hydraulic fluid unless locking devices are installed on Your Mobile Plant and You prove to Us that such locking devices have been tampered with.

### 5. Periodic/replaceable parts

The cost of parts requiring periodic or frequent replacement, repair or maintenance where such costs are a result of the inherent consumable or replacement nature of such parts unless their repair or replacement was caused by an Accident that would otherwise be covered under Section 1 of this Policy.

### 6. Failure to note your interest on mobile plant on the Personal Property Securities Act

Loss or Damage to Your Mobile Plant where a liquidator, administrator or receiver of the hirer of Your Mobile Plant takes possession of Your Mobile Plant and You have failed to register Your interest on Your Mobile Plant under the Personal Properties Securities Act 2009 (PPSA).

### 7. Abandonment

Loss or damage to Your Mobile Plant where You decide that it is too dangerous to attempt recovery of it unless a suitably qualified and independent engineer appointed by Us agrees with Your decision. If We accept that abandonment of Your Mobile Plant is unavoidable the loss will not be excluded from cover but the amount of the Policy Excess will be the greater of:

- (a) 25% of the amount of the loss, or 50% of the loss if the unit is remote controlled; or
- (b) the Policy Excess shown in Your Policy Schedule.

This Policy does not cover the cost of any recovery attempt unless We have given Our prior written consent to the operation. Cover for such recovery is that outlined in the "Recovery Costs - Damage" clause in this Section 7.

If You have been fully indemnified for the value of any abandoned Mobile Plant and any of it is later salvaged, the salvage belongs to Us and You must immediately advise Us of any such salvage.

## Optional Benefits to Section 7

The following extensions of cover are not automatically applicable and will only apply if they are noted on Your Policy Schedule.

### Dry Hire - damage waiver

Notwithstanding Exclusion 7 "Hire, Lease or Loan to Third Party" that applies to all Sections of this Policy when Your Mobile Plant is Dry Hired out under a hire agreement that requires You to:

- (1) insure the hirer against damage to Your Mobile Plant; or
- (2) release the hirer from liability for damage to Your Mobile Plant.

We will indemnify You or the hirer under Section 1 of this Policy.

However, Our liability under this Optional Benefit will not exceed the level of insurance or release that the hire agreement requires You to provide to the hirer.

In all other respects this Policy including Section 7 and its terms, conditions and exclusions remains unaltered.

### Hired in plant

We will cover You for:

- (a) Accidental loss or damage to;
- (b) theft of; or
- (c) liability incurred or caused by,

Mobile Plant which You have hired in, to the extent You have cover under this Policy, **provided** that:

- (a) You are legally responsible for such loss, damage or theft, under the terms of the hire agreement;
- (b) the hired Mobile Plant, is of a similar type, nature and use to Your Mobile Plant listed on Your Policy Schedule; and
- (c) the hired Mobile Plant does not have any pre-existing faults or defects.

The Section 1 Settlement Clause "How We will settle Your claim" applies to this Optional Benefit but the Section 1 "New Motor Vehicle replacement" clause and the "Finance Payout Protection" clause, do **not** apply to this Optional Benefit in this Section 7.

Under the extension provided by this Optional Benefit, We will not pay more than:

- (a) the amount specified in Your Policy Schedule under "Hired In Plant Sum Insured per Accident" for any one claim or series or claims arising out of one Accident;
- (b) the amount specified in Your Policy Schedule under "Hired In Plant Sum Insured in Aggregate" for all claims in total occurring during the Period of Insurance.

The Excess applicable is noted in Your Policy Schedule under Hired In Plant and will apply to each item of Mobile Plant.

In all other respects this Policy including Section 7 and its terms, conditions and exclusions remains unaltered.

### On going hire cost

Should You sustain any Accidental loss or damage to or theft of Hired In Mobile Plant covered under this Section 7, We will indemnify You for the hire cost necessarily incurred or owed whilst the lost or damaged hired machine is being replaced or repaired provided that:

- (a) You will pay the first 7 calendar days (following the loss or damage) of hire cost by way of an additional Excess; and
- (b) Our liability under this Optional Benefit in any one Period of Insurance shall not exceed \$50,000 or as otherwise specified in Your Policy Schedule.

### Down hole cover

Notwithstanding Specific Exclusion 5 "Drill shaft/bit" and Specific Exclusion 6 "Equipment in Use" that apply to Section 1 of this Policy and Additional Exclusion 5 "Periodic/Replaceable Parts" that applies to this Section 7, We will cover You for loss or damage to "Down Hole Items", meaning drill pipes, drill rods, drill shanks, joining sleeves, collars, rock bits and reamers whilst in the ground, subject to those items being listed on Your Policy Schedule. The Sum Insured for this extension is \$50,000 unless another amount is noted in Your Policy Schedule.

### Waiver of subrogation / release

Notwithstanding Specific Exclusion 7 "Liability under Agreement" that applies to Section 2 of this Policy and Condition 12 "Subrogation" and Condition 13 "Right of Recovery" that each apply to this Policy, We agree to waive any rights and remedies or relief to which We may become entitled to by subrogation against such specified parties whenever You have been required by contractual agreement to release such parties from liability arising from any event insured by this Policy.

### Waiver of subrogation for specified contract(s) or vehicle(s)

This optional extension of cover only applies to the specified contract(s) and any specified party (ies) noted in the 'Comments' sections of Your Policy Schedule (or any Endorsement attaching to Your Policy), under this extension number FE061.

Notwithstanding Specific Exclusion 7 "Liability under Agreement" that applies to Section 2 of this Policy, We agree to waive any rights and remedies or relief to which We may become entitled to by subrogation against such specified parties whenever You have been required by contractual agreement to release such parties from liability arising from any event insured by this Policy.

### Substitute hire costs

Should loss or damage or theft occur to Your Mobile Plant that is covered under Section 1 of this Policy and in excess of the Policy Excess payable, We will pay for any

reasonable and necessary cost incurred for the hire of a similar item or Mobile Plant for a period up to 90 calendar days from the date of loss, **provided** Our total liability does not exceed \$50,000 or the amount specified in Your Policy Schedule under "Substitute Hire Costs for the Hire Period" and does not exceed \$50,000 or the amount specified in Your Policy Schedule under "Substitute Hire Costs Aggregate Limit for this Period of Insurance".

We will **not** pay for:

- (a) the first 7 calendar days of hiring costs for each and every item, which You must pay by way of an additional Excess;
- (b) any hire that continues after Your Mobile Plant has been repaired, recovered or a final offer of settlement is made to You if the Mobile Plant is beyond economical repair;
- (c) any loss or damage to the hired Mobile Plant or any costs associated with operating or running it; or
- (d) any insurance excess or rental bonds charges payable under the hire agreement,

and the Section 5 Additional Benefit "Difference in Excess for Hire Mobile Plants" will **not** apply to this optional extension of cover for "Substitute Hire Costs".

This optional extension of cover is subject to You paying Us any additional premium that We have requested.

In all other respects this Policy, including Section 7 and its terms, conditions and exclusions remains unaltered.

# EXCLUSIONS TO THE POLICY

We **will not pay** for;

## 1. Driving Under the Influence of Drugs or Alcohol

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst Your Motor Vehicle is being driven by or is in the charge of or in control of You or any person:

- (a) under the influence of any drug or of intoxicating liquor to such an extent so as:
  - (i) to be incapable of having proper control of Your Motor Vehicle, or
  - (ii) to be at or above the concentration of drugs or alcohol that is prescribed under the law of the state or territory in which the loss or damage occurs and which is present in the breath, blood, urine or oral fluid of the person in control of or driving Your Motor Vehicle; or
  - (iii) to be impaired; or
- (b) in whose breath, blood, urine or oral fluid the concentration of alcohol or drugs is at or above that concentration where it is an offence to be in control of or drive or be in charge of a Motor Vehicle under the law of the state or territory in which the loss or damage occurs, or
- (c) who fails or refuses:
  - (i) to provide a specimen or sample of their breath for analysis by a breath analysing instrument, or
  - (ii) to provide a specimen or sample of their blood for a laboratory test or blood test, or
  - (iii) to provide a specimen or sample of oral fluid or urine for a laboratory test or other analysis; or
  - (iv) to undergo an assessment of drug impairment; or
  - (v) to comply with a direction or requirement of a member of the Police force or other authorised person as to the provision of a specimen or sample as in (i), (ii), (iii) and (iv) above,

where such specimen or sample is sought or assessment is undertaken or such direction or requirement is made to ascertain the impairment or concentration of drug or alcohol in a person's breath, blood, urine or oral fluid.

However this exclusion will not apply if:

- (1) there are any relevant statutory provisions to the contrary, or
- (2) You prove that:
  - (i) You did not consent to Your Motor Vehicle being driven by or in charge of a person so affected or so behaving; and
  - (ii) You were not aware of or did not have knowledge that Your Motor Vehicle was or would be driven by or in charge of a person so affected or so behaving.

## 2. Racing/testing

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it was engaged in any kind of motor sport, racing, pacemaking, reliability trial, speed attempt, hill-climbing, burn-out, stunt or test (other than for a road test following service or repair).

## 3. Exceeding Limits

Loss or damage to Your Motor Vehicle or liability incurred or caused by Your Motor Vehicle whilst it is:

- (a) carrying, lifting, hauling, towing; or,
- (b) being operated in a manner,

so that the load (or the number of passengers) carried exceeds:

- (i) the limits for which Your Motor Vehicle, was designed, constructed, registered or licensed (whichever is the lesser); or
- (ii) the weight that is permitted by law, by-law, regulation, permit or advisory sign; or
- (iii) the dimension (including height) that is permitted by law, by-law, regulation, permit or advisory sign.

## 4. Unroadworthy/Unsafe Vehicles

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it is being used in an unsafe or unroadworthy condition, unless that condition could not be readily detected by You.

## 5. Unlicensed or Unauthorised at Law

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it is being driven by You or any person who is not licensed or authorised under all relevant laws, by-laws and regulations, for the purpose for which it is being used, and whom You knew or ought reasonably to have known was not entitled or authorised to do so by law.

## 6. Hire, Fare or Reward

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it is being used as a taxi or hire Motor Vehicle. If Your Motor Vehicle is a bus or coach We will not cover liability for loss or damage to the property of passengers.

## 7. Hire, Lease or Loan to a Third Party

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it is the subject to any agreement for hire, lease, let or loan by You to any other party.

## 8. Fuel System Compliance

Loss or damage to Your Motor Vehicle or liability incurred or caused:

- (a) whilst it is being used with a fuel system that does

not comply with the relevant Australian Standards Code, where such loss arises directly or indirectly from or by such fuel system, or

- (b) by incorrect fuel or additive or use thereof. This exclusion 8 (b) only applies to Section 1 of this Policy.

## 9. Illegal alterations or modifications

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it is being operated with illegal alterations or modifications so that Your Motor Vehicle does not comply with any Machinery Act or regulations or any relevant law, by-law, regulation, the Australian Standards Code or the manufacturer's standard design.

## 10. Dual or multi lifting operations

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it is being used in a lifting operation where Your Motor Vehicle is a lifting device and the load being lifted is shared between Your lifting device and any other lifting device or devices owned by You or any other party.

## 11. Theft

Loss or damage to Your Motor Vehicle or any of its parts or liability incurred or caused by theft of Your Motor Vehicle or any such parts;

- (i) by You;
- (ii) by any person to whom Your Motor Vehicle is on hire under any agreement of encumbrance or lease;
- (iii) by any person for whose debt Your Motor Vehicle stands as security under or pursuant to any agreement entered into by You;
- (iv) by any of Your employees, servants, agents, directors or subcontractors (past or present), including malicious damage thereby, where the theft or malicious damage relates to a debt (being for wages, contractual payments or otherwise) owed or alleged to be owed by You to any such person or persons.

## 12. Lawful Seizure

Loss or damage to Your Motor Vehicle or liability incurred or caused by lawful seizure or other operation of law (except loss or damage caused to Your Motor Vehicle whilst in control of persons of a governmental authority during its secondment in an emergency).

## 13. Voluntary Parting With Possession

Loss or damage to Your Motor Vehicle or liability incurred or caused by You or any person acting on Your behalf or with Your authority parting with the title to, or possession of Your Motor Vehicle, whether voluntarily or induced by any fraudulent scheme, trick, device or false pretence.

## 14. Connivance

Loss or damage to Your Motor Vehicle or liability incurred or caused by an act or connivance by You or any person acting for You or on Your behalf that is either wilful, deliberate or criminal.

## 15. Underground

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it is;

- (i) operating underground (ie. drilling, tunnelling, shovelling, hauling, etc.); or
- (ii) underground (in a mine, mining shaft or a tunnel under construction) being driven, or stationary having been driven.

## 16. War

Loss or damage or liability or expense that is directly or indirectly incurred or caused by war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 17. Nuclear Fuel, Waste and Contamination Therefrom

Loss or damage or liability or expense that is directly or indirectly incurred or caused by or contributed to by or arising from:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, and radioactive isotopes of nuclear fuel.

## 18. Electromagnetic Weapon

Loss or damage or liability or expense that is directly or indirectly incurred or caused by or contributed to by or arising from any electromagnetic weapon.

## 19. Weapons of Atomic or Nuclear Nature, Radioactive Contamination or Explosion or of Chemical, Biological Bio-Chemical Nature

Loss or damage or liability or expense that is directly or indirectly incurred or caused by or contributed to by or arising from:

- (a) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter emitting from any such weapon or device;
- (c) any chemical, biological or bio-chemical weapon.

## 20. Terrorism

Loss or damage or liability or expense that is directly or indirectly incurred or caused by or contributed to by or arising from:

- (a) Terrorism; and/or
- (b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected

or perceived Terrorism.

## 21. Fines & Penalties

any amount of aggravated exemplary or punitive damages or fines or liquidated damages awarded against You or imposed on You or incurred under a penalty clause, or in respect of infringement of copyright or patent, or any other penalty of whatsoever nature imposed on You or awarded against You.

## 22. Fraudulent, Wilful & Deliberate Acts

any loss, damage, liability or expense that arises out of:

- (a) a fraudulent or illegal act; or
- (b) a wilful, or deliberate or malicious act; or
- (c) misconduct,

by You or with Your consent or anyone acting on Your behalf that:

- (i) contributes to; or
- (ii) results in

any loss, damage, liability or expense insured under Your Policy.

## 23. Reckless Conduct

any loss or damage or liability or expense incurred or caused by recklessness by You or any person acting on Your behalf or by reckless failure to comply with any statutory obligations, by-laws, regulations, industry codes of practice and recognised standards imposed by any public authority.

## 24. Age/Inexperienced Drivers – Articulated Vehicles

Any loss or damage or liability incurred or caused by Your articulated Motor Vehicles if being driven by and / or in the charge of any person who is:

1. (a) under **21** years of age, and using Your Motor Vehicle:
  - (i) on a journey that at any time exceeds a 200km radius from base; or

- (ii) to tow more than one (1) trailer (that is not a dolly).

2. (a) under **25** years of age, and using Your Motor Vehicle to carry refrigerated or bulk hazardous (dangerous) goods whilst on a journey that at any time exceeds a 450km radius from base, or
  - (b) under **25** years of age, and
    - (i) having less than 2 years articulated driving experience, and
    - (ii) is using Your Motor Vehicle to tow more than two (2) trailers (that does not include a dolly),  
regardless of the goods carried.
3. **25** years of age and over, and
  - (i) has less than 4 years articulated driving experience; and
  - (ii) is using Your Motor Vehicle to carry refrigerated or bulk hazardous (dangerous) goods, and
  - (iii) whilst on a journey that at any time exceeds a 450km radius from base.
4. Under **23** years of age and driving as part of a Two Up Operation.

## 25. Operating outside of regulations and instructions

Loss or Damage to Your Mobile Plant or liability incurred or caused whilst it is being:

- (a) operated or configured in a manner contrary to manufacturer's safe operating conditions and limits;
- (b) operated in a manner or for a purpose other than that which it was designed or intended; or
- (c) serviced, maintained, used or operated contrary to strict compliance with systems and procedures imposed or recommended by law, international standards, Australian Standards, industry standards and manufacturers' and distributors' recommendations or guidelines,

whether or not it was with Your knowledge.

# CONDITIONS

## 1. Territorial Limits

Your Policy provides Cover for Your Motor Vehicle only when it is within the Commonwealth of Australia or being transported by vessel between ports within its territorial waters.

## 2. Due Observance

If You fail to comply with any provision of Your Policy, We may reduce or refuse to pay a claim, but in any event, Our rights will be subject to the *Insurance Contracts Act 1984*.

## 3. Cancellation

You may cancel Your Policy (or any individual product within Your Policy) at any time by giving Us written notification.

Where You represent more than one person or entity, We will only carry out this cancellation where a written notification to cancel is received from all parties named in Your Policy Schedule.

Where You request cancellation, We will deduct a 10% cancellation fee unless that cancellation is made in accordance with the requirements of the Cooling Off clause.

We may cancel only when the law allows Us to do so, and We will allow three business days notice for You to seek alternative insurance or as otherwise required under the *Insurance Contracts Act 1984*.

We will refund premium for each day of the unexpired Period of Insurance.

The daily premium will be calculated by dividing the premium by the number of days of the Period of Insurance. Some government taxes & duties are not refundable.

## 4. Goods and Services Tax

The amount of premium paid by You for Your Policy includes an amount for GST on the premium. As You are a commercial entity, You must inform Us of the extent to which You are entitled to an Input Tax Credit for that GST amount each time that You make a claim under Your Policy.

No payment will be made to You for any GST liability that You may incur on the settlement of a claim if You do not inform Us of Your entitlement or correct entitlement to any Input Tax Credit.

Despite the other provisions of this insurance (including provisions in the wordings, Your Policy Schedule or any endorsement) Our liability to You will be calculated taking into account any Input Tax Credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition; and If the Sum Insured is not sufficient to cover Your loss, We will only pay any GST (less any relevant Input Tax Credit) that relates to Our proportion of Your loss.

## 5. Government Taxes and Duties

You must pay all levies, taxes, imposts and/or charges, including but not limited to stamp duty and other similar charges which may be payable to or required to be paid to any government in Australia whether acting through any agency, instrumentality or otherwise in relation to Your Policy.

## 6. Change Of Circumstances

During the Period of Insurance, You must give immediate written notice to Us of any change in circumstances from those which existed at the time this Your Policy of Insurance was accepted. We shall not be liable for any claims after such a change, unless We previously agreed to the change in writing.

## 7. Law & Jurisdiction

Your Policy is governed by and is construed in accordance with Queensland law in all respects.

## 8. Notices

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

## 9. Other Insurances

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

## 10. Causing or Contributing to Loss

We may refuse to pay a claim, or may reduce the amount payable under a claim to the extent that Your breach of any condition of Your Policy causes or contributes to loss, damage or liability or prejudices Our interests or rights, in respect of that claim.

## 11. Reasonable Care

At Your own expense You and any person acting for You or on Your behalf must exercise reasonable care and take precautions and use all due diligence:

- (a) to prevent loss or damage to and ensure the safety of any item or thing which is the subject of the Cover provided under Your Policy;
- (b) to employ only competent employees;
- (c) to comply with all statutory obligations and by-laws or regulations and recognised standards imposed by any public authority;
- (d) to employ safe work practices;
- (e) to prevent Personal Injury or Damage to Property;
- (f) to maintain Your Motor Vehicle, Extras, Working Accessories, plant and equipment, machinery, implements and everything used in Your business in proper repair and sound condition.

## 12. Subrogation

Upon the payment of any claim under this Policy and subject to any restrictions imposed by the *Insurance Contracts Act 1984* We shall be subrogated to all Your rights and remedies arising out of such claim against any person or corporation whatsoever. If We make any recovery by way of subrogation that includes both Our loss and Your uninsured loss, then We and You shall be entitled to our proportion of the recovered amount after payment of all legal costs associated with the recovery, (which may include an awarded interest component), to be apportioned on a pro-rata basis according to the individual claims made by each of You and Us.

## 13. Right of Recovery

Where another person other than a person exempted by law, is liable to compensate You for any loss or damage covered by this Policy, but You have agreed with, or given an undertaking to, that person without Our written authority, either before or after the loss or damage occurred that You would not seek to recover any monies from that person, We will not cover You under Your Policy for any such loss or damage.

## 14. Other Interested Parties

Your Policy does not provide insurance in respect of the interest of any person or entity not named in Your Policy Schedule. We will recognise a government agency or Your personal representative in the event of Your death or (temporary or permanent) incapacity.

All persons entitled to any benefit under Your Policy shall be bound by the terms of Your Policy.

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

## 16. Change of Ownership

Where Your Motor Vehicle is sold or transferred to a new owner, then Cover over that Motor Vehicle is cancelled from the time of the sale or transfer. We will refund the premium for the unexpired Cover for that Motor Vehicle subject to the Cancellation condition.

## 17. Excess Conditions

### (a) Excess:

You will pay the amount specified in Your Policy Schedule as the Excess applicable to Your Motor Vehicle for which a claim is accepted.

For the purpose of clarity;

- (i) Where a motorised vehicle is towing a trailer and that trailer under tow impacts and causes Damage to Property, for which a claim is accepted, then the Excess applicable to the claim

shall be that Excess applicable to the motorised vehicle that caused such trailer's movement.

- (ii) Where the Excess stated in Your Policy Schedule is a percentage, then that percentage shall apply to the Sum Insured or Market Value whichever the lesser, subject to any minimum Excess stated on Your Policy Schedule.

### (b) Age &/or Inexperienced Driver / Operator Excess:

Where Cover is granted under this Policy and the driver or person in charge of Your Motor Vehicle is one of the following persons, an additional Excess shall apply as indicated below.

**Table 1**

Type of Motor Vehicle	Age of person driving/in charge of		an additional excess of:
Sedan, Wagon, 4WD, Utility, Panel van, Coupe	Under 21 Years		<b>\$750</b>
	21 and 22 Years		<b>\$500</b>
	23 and 24 Years		<b>\$NIL</b>
	Under 21 years	Where the Motor Vehicle has a value greater than \$75,000	<b>\$10,000</b>

**Table 2**

A Person of Age	Driving/in charge of	an additional excess of:
Under 21 years	Over 10 tonne goods carrying capacity vehicle OR prime mover / semi trailer	<b>\$2,500</b>
	OR other Motor Vehicles excluding those in Table 1	<b>150%</b> of the Excess
Over 21 years licensed <b>less than 2</b> years for the class	Over 10 tonne goods carrying capacity vehicle OR prime mover / semi trailer	<b>\$2,500</b>
	OR other Motor Vehicles excluding those in Table 1	<b>150%</b> of the Excess
Over 21 years but under 23 years and licensed in <b>excess of 2</b> years for the class	Over 10 tonne goods carrying capacity vehicle OR prime mover / semi trailer	<b>\$1,000</b>
	OR other Motor Vehicles excluding those in Table 1	<b>100%</b> of the Excess

### (c) Tipping (Semi Articulated only):

In the event of an Accident whilst the tipping hoist located on Your Motor Vehicle is extending, extended or retracting, an additional excess of 100% of the Excess applicable to either prime mover or trailer (whichever damaged) shall apply. In the event of damage to both units, the additional excess shall be 100% of the trailer Excess.

### Payment of Excesses:

Excesses as nominated and quantified in 17 (a), (b), (c), shall be cumulative, and shall apply within and in reduction of the applicable settlement/Limit of Indemnity of this Policy where applicable and all are payable at the time a claim is accepted by Us.

## 18. Accidents or Losses that Affect Your Premium

When calculating Your premium all claims that occur during the Period of Insurance may affect the coming year's renewal premium.

In addition, if You report an incident or loss after We have advised terms We reserve the right:

- (a) to revise Our terms
- (b) where the Policy has been offered and accepted and a claim has been reported that occurred in the previous Period of Insurance to charge any additional premium as a consequence to the reported loss.

## 19. General Claims Responsibilities That Apply to all Sections of This Policy

- (a) When You suffer loss, damage, liability or expense claimable under this Policy, You, or anyone acting for You or on Your behalf must:
  1. take all reasonable measures to avoid or minimise any further loss damage, liability or expense;
  2. not make any admission, offer, promise, payment or indemnity without Our written consent;
  3. tell Us all the details of the loss immediately either by submission of a claim form or by providing the information required by **NTI AccidentAssist**, and in no case more than 30 days after the loss damage, liability or expense occurred. This information should be provided to Us with any written documentation, for example, a letter of demand from a claimant, a writ, summons or process received from any third party claimant. The obligation to provide this information is ongoing;
  4. pay the Excess to Us in accordance with the Payment of Excesses subclause;
  5. give Us all information and assistance We require in the prosecution, defence or settlement of any claim or any action or any claim made by You for benefits under Your Policy;
  6. notify Us of any other insurance that also provides insurance for any claim under Your Policy;
  7. in the event of loss caused by burglary, theft and/or malicious damage, notify the police immediately and provide to them all assistance to apprehend the offending party;
  8. not make any false declaration or statement in support of any claim under Your Policy;
  9. allow Us to exercise Our rights to possession of the damaged or recovered property where We have paid Your claim;
  10. not authorise any repairs without Our consent;
  11. Where You claim for repairable loss, We shall be liable only for the actual cost of (and shall have the option of) repairing, re-building or, if necessary, replacing the parts damaged or destroyed. Where Your Motor Vehicle is within two years of its original registration after new

manufacture, then We will supply only new parts where available unless agreed otherwise with You. For older vehicles, We will supply only genuine original equipment manufacturer parts where available. If they are not available then at Our discretion We will supply after market parts.

### (b) Where You claim for Total Loss:

- (i) We will declare Cover for Your Motor Vehicle as totally expended and will cancel Cover on Your Motor Vehicle which is subject to a Total Loss from Your Policy Schedule without refund of premium;
- (ii) You must transfer the title and interests in Your Motor Vehicle to Us and We shall be entitled to dispose of the remains and retain the proceeds of that disposal;
- (iii) You must pay Us the balance of the annual premium that remains outstanding for Your Motor Vehicle that is the subject of a Total Loss prior to claim settlement, by way of direct payment or deduction from the claim amount;
- (iv) In the event of theft of Your Motor Vehicle or any part, Extra or Working Accessory thereof, where Your Motor Vehicle or any such stolen part, Extra or Working Accessory are not recovered, We will only make payment available (except at Our discretion) after the expiration of 90 days from the date of discovery of the theft of Your Motor Vehicle or any such stolen part, Extra or Working Accessory.

### (c) Recovery after theft:

Where theft occurs and Your stolen Motor Vehicle or any stolen part, Extra or Working Accessory are recovered prior to any payment of claim, You must take back Your Motor Vehicle or any such stolen part, Extra or Working Accessory if We require You to do so. We will pay for any loss or damage done to Your Motor Vehicle or any such stolen part, Extra or Working Accessory thereof by the thief or thieves as a result of the theft.

### (d) When You claim under this Policy:

- (i) We may take over any right that You may otherwise have had against any person who may be held responsible for the loss, damage, liability or expense, to take recovery action in Your name against those responsible.
- (ii) We may take over and conduct in Your name of the defence or settlement of any claim or prosecute in Your name for Our benefit, any claim for indemnity or damages or otherwise and We shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

### (e) Deciding who is at fault

We will be solely responsible for deciding whether You contributed to the cause of an Accident giving rise to a claim under this Policy.

# ENDORSEMENTS

The following endorsements are not automatically applicable to Our Fleet Policy.

They only apply to Our Fleet Policy if their designated number appears on this Policy Schedule.

## FE001 – Burning Cost Premium Adjustment

### Definitions applying to this endorsement:

**Deposit Premium** means the “Deposit Premium” in Your Policy Schedule.

**Incurred Claims** means the total of:

- (a) what We have actually paid for claims during the Period of Insurance; and
- (b) what We have allowed as a reserve to pay those claims not yet resolved at the end of the Period of Insurance; and
- (c) a further amount of 5% of the total of (a) and (b) towards claims “incurred but not yet reported” (IBNR) at the end of the period of insurance. We reserve the right to adjust this IBNR amount and charge additional premium where subsequent claims amounts reported outside the Period of Insurance for claims occurring within the Period of Insurance, exceed the 5% IBNR allowance.

**Incurred Premium** means the Claims Driven Adjustment Formula shown in Your Policy Schedule times the Incurred Claims.

**Maximum Premium** means the “Maximum Premium” in Your Policy Schedule or subsequent endorsement.

**Minimum Premium** means the “Minimum Premium” in Your Policy Schedule or subsequent endorsement.

### The Agreement under this Endorsement:

1. You must pay the Deposit Premium at the commencement of the Period of Insurance.
2. At the end of the Period of Insurance. We will calculate the Incurred Premium for the full Period of Insurance and pay to You any amount by which the Incurred Premium is less than the Deposit Premium. You must pay to Us any amount by which the Incurred Premium exceeds the Deposit Premium. But this is subject to the Maximum Premium and Minimum Premium so that, overall You will pay not less than the Minimum Premium and not more than the Maximum Premium.
3. If during the Period of Insurance the Deposit Premium is varied as a result of addition or deletion of Motor Vehicles insured under this Policy, then the Maximum Premium and the Minimum Premium will be adjusted proportionately.

We will retain the right to call up the difference between the Deposit Premium and the Maximum Premium at any time during the Period of Insurance if incurred claims exceed 80% of the Deposit Premium.

## FE002 – Aggregate Excess

Aggregate Excess is the amount described as such in Your Policy Schedule. You must pay this amount as the first part of all combined losses during the Period of Insurance until the Aggregate Excess is exhausted. In determining the amount to be applied toward exhaustion of the Aggregate Excess, the amount of the Excess (for the type(s) of Motor Vehicle(s) as described in the Excess Conditions area of Your Policy Schedule) and any Applicable Age or other excess shall first be deducted from the amount of the loss before the balance of loss accumulates to the Aggregate.

If during the Period of Insurance the Premium is varied as a result of the addition or deletion of Motor Vehicles insured under this Policy, then the Aggregate Excess shall remain unchanged, unless the Aggregate excess is described in Your Policy Schedule as a Variable Aggregate Excess whereupon a proportional adjustment will be made.

You will advise to Us all Accidents where the loss or damage is likely to exceed the Excess (for the type(s) of Motor Vehicle(s) as described in the Excess Conditions area of Your Policy Schedule) occurring during the Period of Insurance and We will manage all losses on Your behalf until the Aggregate Excess has expired. It is agreed that Your contribution to the Aggregate Excess is calculated by adding the total of all claims settlements by Us on Your behalf and paid by You for the Period of Insurance.

## FE003 – Stop Loss

Notwithstanding any Aggregate Excess that may be applicable to this Policy, We will indemnify You for any loss greater than the Stop Loss Sum Insured, as nominated in Your Policy Schedule. The Stop Loss sum insured, applicable to each loss, shall be the only amount to accumulate to the exhaustion of the Aggregate Excess. Stop Loss cover ceases upon exhaustion of the Aggregate Excess.

## FE004 – Claims Experience Discount (CED)

### Definitions applying to this endorsement:

1. Premium Adjustment Percentage means the percentage stated in Your Policy Schedule.
2. Loss Percentage means the percentage as shown in Your Policy Schedule.
3. Maximum Credit Percentage means the percentage shown in Your Policy Schedule.
4. Premium means the premium shown in Your Policy Schedule exclusive of additional charges for extended Section 2 or other additional charges.
5. Final Premium means the Premium (as adjusted for any alteration to the number of items and values insured during the Period of Insurance), multiplied by the Premium Adjustment Percentage
6. Incurred Claims means the total of:
  - (i) what We have actually paid for claims during the Period of Insurance; and

- (ii) what We have allowed as a reserve to pay those claims not yet resolved at the end of the Period of Insurance; and
- (iii) a further amount of 5% of the total of (a) and (b) towards claims "incurred but not yet reported" (IBNR) at the end of the period of insurance. We reserve the right to adjust this IBNR amount and charge additional premium where subsequent claims amounts reported outside the Period of Insurance for claims occurring within the Period of Insurance, exceed the 5% IBNR allowance.

## Calculation of Claims Experience Discount

The rebate is calculated as follows:-

(Final Premium less Incurred Claims) x Loss Percentage

This rebate will be calculated seventy five (75) days after the expiration of the policy term.

## The Agreement under this Endorsement:

- (a) If at the end of this Period of Insurance for which this calculation applies, You agree to insure with Us for the next twelve month Period of Insurance, We will credit the new premium by the calculated credit amount (or if the Credit Amount exceeds the Maximum Credit, by the Maximum Credit). This credit shall only apply where the Final Premium at the end of this Period of Insurance is greater than the Incurred Claims for the same Period of Insurance.
- (b) If You fail to maintain the next twelve month Period of Insurance stated in (a) above, We will be entitled to recover the credit from You.
- (c) Notwithstanding (a) and (b) above the maximum credit shall be the amount obtained by applying the Maximum Credit Percentage to the Premium.

## FE005 – Crane Dual Lift

Exclusion 10 that applies to all Sections of the Fleet Policy does not apply to any loss, damage or liability caused to, caused by or arising out of the use of Your lifting device whilst it is being used for the purpose of any raising or lowering operation (or any occurrence associated therewith) in which a single load is shared between Yours and only one other lifting device, provided Your Mobile Plant is not:

- (a) being operated by any person in contravention of any applicable statutory requirement or in breach of any legislation relating to the operation being performed;
- (b) loaded in contravention of the maximum capacity requirements as set out in the relevant and current Australian Standard; or
- (c) being operated without radio communication between the operators of the Mobile Plant that are dual lifting.

## FE009 – On-Hook & Recovery Vehicle Liability

This policy is extended as follows:-

1. Section 2 Specific Exclusion 1.(b) of the Policy is amended so that the Policy covers liability for Damage to Property in Your physical control whilst being lifted

by the hook or forks of Your lifting device, but subject to the Limit of Indemnity as stated in Your Policy Schedule.

2. Section 2 Specific Exclusion 1.(b) of the Policy is amended so that the Policy covers liability for damage to any third party's merchandise in Your control whilst contained or attached on the hook of a tow truck whilst lifting, placing or moving the merchandise, or if a tilt tray recovery vehicle, whilst being trailed by or carried thereon, (including loading thereon and unloading therefrom).

This extended Cover does not apply to the actual recovery action at an accident scene.

Section 2 Specific Exclusion 2 is hereby amended so that the policy covers delivery or collection of the above third party merchandise beyond the limits of any carriageway or thoroughfare whilst such merchandise is attached on hook, being trailed or carried.

Provided always that:-

Your tow truck or tilt tray recovery vehicle complies with any and all relevant laws, by-laws, regulations and statutory obligations concerning its examination, certification and operation.

The Limit of Indemnity in Your Policy Schedule against Recovery Vehicle Liability shall apply to this endorsement.

## FE031 – Trailer in Control of Tow Operators – Liability Cover

Notwithstanding anything to the contrary contained in Section 2 Specific Exclusions 1.(b) of the Policy We will indemnify You for loss, or damage to any single trailer or single conjoined trailer combination set which is not owned, mortgaged, leased, on hire by You, provided that You are proven to be negligent and responsible for the loss, or damage to the trailer(s), whilst such trailer(s) is in the lawful custody or control of You and is being used by You in conjunction with the nominated tow vehicle insured under the Policy, subject to the following:

1. The basis of indemnity shall be the Market Value of the trailer or the Limit of Indemnity shown in the Policy against trailer(s) in control whichever is the lesser;
2. We shall not be liable for:
  - (a) Loss of use (by You, by the owner of the trailer, or by any other party) arising as a result of/from the loss destruction or damage of/to the trailer.
  - (b) Depreciation wear and tear mechanical or electrical breakdown failures or breakages.
  - (c) Damage to tyres by application of brakes or road cuts punctures or bursts.
  - (d) Loss by theft during or after the occurrence of a fire or accident unless and until reasonable steps have been taken to ensure the safety of the trailer and all other property forming part of the trailer.
  - (e) Loss or damage occasioned by lawful seizure or other operation of law.

Where the Limit of Indemnity is expended, then all indemnity shall cease under this endorsement, and Clause 19(b) of "General Claims Responsibilities that Apply to all Sections of the Policy" shall apply in respect of the trailer(s) in control item claimed upon.

Further, in addition to Section 3 of the Policy, We shall not

pay any claim or judgement or defend any suit after Our basis of indemnity has been exhausted by payment of judgements or settlements. Such amounts of costs and expenses thus incurred under Section 2 (except payments in settlement of claims and suits) are payable by Us in addition to the basis of indemnity under this endorsement but in no event shall Our liability in respect of these amounts exceed 50% of the basis of indemnity applicable under this endorsement, up to a maximum of \$30,000 for such costs and expenses.

An excess of \$2,500 shall apply to each and every claim.

However this clause does not apply to any trailer You borrow, unless it belongs to Your Principal Contractor.

In all other respects the terms, exclusions and conditions of the Policy are to apply.

## **FE050 – Additional Trailer in Control (Non Owned Trailer) Extension – Material Damage Cover**

This endorsement extends the Cover provided by Section 5 Additional Benefit “Trailer in Control (Non Owned Trailer)” to provide Cover for an extra single trailer or an extra conjoined trailer combination set that is used in connection with a prime mover or rigid body truck insured under this Policy and as noted on Your Policy Schedule. For Section 1, the basis of indemnity shall be the Market Value of the trailer or the Limit of Indemnity shown in the Policy against Trailer In Control (Non Owned Trailer), whichever is the lesser.

In all other respects, the Additional Benefit mentioned and the Policy terms, conditions and exclusions remain unchanged.

# STAMP DUTY

Duty has been paid to the jurisdiction that officiates over your policy.

## **ACT**

Stamp Duty Paid Under  
Stamp Act, 1894–1990

## **SOUTH AUSTRALIA**

Stamp Duty Paid Under  
Section 42A of Stamp Duties Act, 1923

## **NEW SOUTH WALES**

Duty Paid, Duties Act, 1997

## **TASMANIA**

Duty Paid, Duties Act, 2001

## **NORTHERN TERRITORY**

Duty Paid Under Northern Territory  
Taxation (Administration) Act

## **VICTORIA**

Duty Paid, Duties Act, 2000

## **QUEENSLAND**

Duty Paid, Duties Act, 2001

## **WESTERN AUSTRALIA**

Stamp Duty Paid Under  
Section 92 of Stamp Act, 1921









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