



# TRANSPORT PACKAGE POLICY

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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# COMMON TERMS

Please take time to read Your Policy. You need to know and understand its details. In particular We recommend You make sure that all the details which are shown in Your Policy Schedule are correct. Let Us know immediately if any change is necessary. If You do not understand any part of the Policy, please ask Us to explain it to You or contact Your insurance broker or Our Authorised Representative for an explanation.

The addresses, telephone, facsimile and e-mail addresses of Our offices are shown on the back cover of this Policy document.

Keep Your Policy in a safe place so that You can refer to it if You feel You need to claim.

Please do not wait until a claim arises to make sure You understand Your Policy.

## Our Guarantees

### Quality Assurance

We assure You of quality insurance and service at all times.

### Service

We are committed to providing You with the highest standards of service. In the event of a claim We will keep You fully informed of its progress.

### Fair Dealing

We will meet any claims covered by Your Policy fairly and promptly, understanding that transport and earthmoving operators rely on their vehicles and machinery to earn a living.

### Repair Guarantee

We guarantee the quality of workmanship and materials used in Our authorised repair of Your Vehicle for the life of the 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 the Motor Vehicle

### Cooling Off

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.

## Important Notices

### 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.

### Non Disclosure

You have applied for this insurance with Us by lodging an Insurance Proposal. On Your Insurance Proposal We drew Your attention to the importance of giving Us all information which might influence Our acceptance or assessment of Your insurance. If You have failed to give true information or omitted facts when responding to Our specific questions You may prejudice Your entitlement to Cover under Your Policy.

### Average/Underinsurance

Your Policy contains an average/underinsurance clause in Policy Product 1. This means that We require You to insure for the Market Value of Your Motor Vehicle. If You do not do so, and You are underinsured, We will pay You less in the event of any claim, proportionate to the amount of underinsurance. In particular, the amount We will pay is the proportion that the Sum Insured bears to 80% of the Market Value of Your Motor Vehicle, subject to the precise terms set out in Policy Product 1.

### Preventing Our Right of Recovery

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

### Admission of Liability

You must not make any admission of liability or repudiate or settle any claim or take any action which may be considered to be an admission of liability without Our prior written consent. If You do, You will be in breach of Your Policy and We may refuse to pay Your claim.



## 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.

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)

## General Insurance Code of Practice

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

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).

## 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.

If you purchase Liability or Marine Cargo products, in addition to the above factors, the following factors may also apply:

- Your Turnover and Gross Freight Earnings;
- Your business activities, main occupation and products supplied;
- The types of freight you carry;
- The number of operators or employees You engage;
- Type of cover or extensions of cover chosen.

### 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.

## Privacy Policy

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).

# 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 each Policy Product 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.

At Your election this insurance Policy can provide 4 different Policy Products. They are:

Policy Product	Cover Type	Summary of Cover (The Cover provided by each Policy Product is subject to the terms, conditions and exclusions set out in this Policy.)
Product 1	Commercial Motor	Policy Product 1 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 Motor Vehicle during the Period of Insurance.
Product 2	Public and Product Liability	Policy Product 2 provides Cover for Your liability to Third Parties for Personal Injury or Damage to Property as a result of an Occurrence in connection with Your Business or caused by Your Products during the Period of Insurance.
Product 3	Marine Cargo Insurance	Policy Product 3 provides Cover for Your Customer's Freight that is damaged in Transit during the Period of Insurance.
Product 4	Business Interruption	Policy Product 4 provides for payment of a Weekly Benefit if Your claim for Loss or Damage to Your Vehicle has been accepted under the Vehicle Policy.

You are only insured for those Policy Products specified in Your Policy Schedule and You should check Your Policy Schedule to ensure that You have the Policy Products and the Cover that You require.

Your Policy Schedule sets out Your Cover including any applicable Limit of Indemnity or Sum Insured. You should check Your Policy Schedule to ensure that You have the Cover You require.

# GENERAL DEFINITIONS THAT APPLY TO EACH POLICY PRODUCT

Word	Meaning
<b>Cover</b>	means the benefit and protection provided by each type of Policy Product specified in Your Policy Schedule.
<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 any applicable Policy Product.
<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>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, but not 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>Policy</b>	means this document, Your Policy Schedule, the Policy Products, 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>Policy Product</b>	means each type of Cover contained in this document. The Policy Products which apply to You are specified in Your Policy Schedule.
<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, the Policy Products applying, Excess and any special conditions, endorsements and limits which apply to Your Policy.
<b>Period of Insurance</b>	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. Your Policy expires on the date specified in Your Policy Schedule as the "to" date at 4.00pm Local Standard Time (L.S.T.) of the State or Territory within the Commonwealth of Australia in which Our office issuing Your Policy is located.
<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 government(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>We/Our/Ours/Us</b>	means National Transport Insurance through its manager NTI Limited: ABN 84 000 746 109; AFSL 237246.
<b>You/Your/Yours</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.

# GENERAL CONDITIONS THAT APPLY TO EACH POLICY PRODUCT

## 1. Your Duty of Disclosure

Before You enter into this contract of general insurance with Us You have a duty under the general principles of insurance law and the *Insurance Contracts Act 1984* to disclose to Us every matter You know or could be expected to know that is relevant to Our decision whether to accept the risk of the insurance, and if so, on what terms and conditions.

You have the same duty to disclose these matters to Us before You, replace, vary, extend or reinstate a contract of general insurance.

It is important that You answer Our specific questions for You and anyone else whom You want to be covered by the Policy.

If You do not comply with Your duty to disclose We may reduce or refuse to pay a claim under the Policy or We may cancel Your Policy. We shall void this insurance in the event of a fraudulent misrepresentation or fraudulent non-disclosure or to the extent allowed by the *Insurance Contracts Act 1984*.

## 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 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 the various Policy Products.

## 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 any Policy Product of 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 prevent Personal Injury or Damage to Property;
- (e) to employ safe work practices;
- (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 both of us shall be entitled to our proportion of the recovered amount (which may include an awarded interest component), and after payment of all legal costs associated with the recovery, to be apportioned on a pro rata basis according to the individual claims made by each of 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 the 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 moneys 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 Policy Product 1 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 Policy Product 1 for the amount paid.

# GENERAL CLAIMS RESPONSIBILITIES THAT APPLY TO ALL POLICY PRODUCTS

When You suffer loss, damage, liability or expense claimable under all Policy Products, 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 at the time of lodgement of claim;
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.

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 the defence or settlement of any claim or prosecute in Your name for Our benefit, any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

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# GENERAL EXCLUSIONS THAT APPLY TO EACH POLICY PRODUCT

We **will not pay**:

## 1. War

if the 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.

## 2. Nuclear Fuel, Waste and Contamination Therefrom

if the 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.

## 3. Electromagnetic Weapon

if the 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.

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

if the 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.

#### 5. Terrorism

for 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.

#### 6. Fines & Penalties

for 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.

#### 7. Fraudulent, Wilful & Deliberate Acts

for 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.

#### 8. Reckless Conduct

for 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.

## 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

# Policy Product 1

# COMMERCIAL MOTOR

# INTRODUCTION

## The Cover

This Policy Product does not apply unless it is noted on Your Policy Schedule. Please note NTI Transport Package is subject to common terms, definitions and exclusions as outlined in "NTI Transport Package Common Terms".

Subject to the following terms and conditions, and those in the Common Terms, this Policy Product 1 provides Cover for loss or damage resulting from an Accident and for theft of Your Motor Vehicle, and Cover for Your liability to third parties for Personal Injury or Damage to Property resulting from an Accident and 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 in an Accident 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 results from an Accident and arises from the use of Your Registered Motor Vehicle during the Period of Insurance.

**Section 3** of this Policy Product 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 Product 1.

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

**Section 5** provides Additional Benefits including:

- automatic Cover for replacement Motor Vehicles acquired by You during the Period of Insurance (subject to certain conditions),
- costs associated with repatriating an employee driver following Accident or theft,
- a contribution towards costs of transportation of an employee driver who dies as a result of an Accident for which there is Cover under Section 1 of this Policy Product 1,
- in addition, others.

**Section 6** applies to the settlement of Your claim if there is loss or damage to Your Motor Vehicle as a result of Terrorism to it 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 SPECIFIC TO ALL PARTS OF POLICY PRODUCT 1

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 in this Policy Product 1, an individual or number of individuals other than: <ul style="list-style-type: none"> <li>(a) You or any of Your relatives who ordinarily reside with You, or with whom You ordinarily reside;</li> <li>(b) a person who is one of Your business partners or employees acting as same;</li> <li>(c) 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>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>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>Personal Injury</b>	For the purposes of this Policy Product means bodily injury, death, sickness, disease, shock, fright, mental injury or mental anguish.
<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, sucking, 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>Watercraft</b>	means a marine vessel normally intended to or designed to float, submerge or move in, on, through or under water.
<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>	means the following accessories that You own or lease that are normally attached to or in or on Your Motor Vehicle: <ul style="list-style-type: none"> <li>(a) buckets;</li> <li>(b) chain trencher;</li> <li>(c) hammer;</li> <li>(d) laser (limited to \$10,000 for any one claim unless We specify another amount in Your Policy Schedule);</li> <li>(e) pallet forks;</li> <li>(f) post hole borer;</li> <li>(g) ramps;</li> <li>(h) rippers;</li> <li>(i) rock breaker;</li> <li>(j) sweeper.</li> </ul>



# Policy Product 1

## SECTION 1 – LOSS, DAMAGE OR THEFT OF YOUR MOTOR VEHICLE

### Important Notice

This Section 1 of Policy Product 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. (see General exclusion 5 of the Common Terms wording)

(For any claim relating to loss or damage as a result of Terrorism, see Section 6 of this Policy Product 1.)

### What You Are Insured For in Section 1 of Policy Product 1

Subject to the terms of this Policy Product 1 and those in the Common Terms, We **will pay for** Accidental 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,

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 and/or its Extras and/or 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 or a member of their immediate family) is injured and dies as a direct consequence of the Accident to Your Motor Vehicle 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

- (a) If Your Motor Vehicle (other than a Motor Vehicle shown in (b) below) becomes a Total Loss or is stolen within the **three** years of its original registration after new manufacture; or
- (b) Your Motor Vehicle is;
  1. a stock or tanker type trailer
  2. a garbage compactor rigid body truck
  3. a concrete agitator rigid body truck or concrete pump equipment
  4. plant or other specialist application body type,that becomes a Total Loss 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 cost**) 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 a alternate make if you chose to move to that make,

but We will only pay up to the maximum value of 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 total 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 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 For Total Loss

*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.

This cover applies where Your Motor Vehicle is a rigid body Motor Vehicle with a goods carrying capacity of 2 tonne or greater), or a prime mover, and that Motor Vehicle has been declared as a Total Loss, and has an amount of indebtedness under any lease, hire purchase or similar finance agreement that exceeds its Sum Insured.

At Your option, We will replace Our settlement clause 1 such that We will pay;

- (a) up to 112.5% of the Sum Insured toward Your finance Payout Amount where the Sum Insured does not exceed \$2,000,000 (however Our total liability will not exceed the Payout Amount under this option (a);
- (b) the Sum Insured where the Sum Insured exceeds \$2,000,000;

provided that:

1. The indemnity provided by this additional benefit shall only apply to any lease, hire purchase or similar finance agreement in respect of such Motor Vehicle which is or might reasonably be expected to be used by You for the purpose of a business carried on by You where the whole or the greater part of the amount payable under such lease, hire purchase or similar finance agreement is or might reasonably be expected to be a loss or outgoing necessarily incurred in carrying on Your business;
2. This additional benefit shall not in any event provide Cover where loss or damage is caused directly or indirectly by theft and/or fire, other than fire as a result of impact damage;
3. This additional benefit shall not in any event provide Cover where loss or damage is caused directly or indirectly by a peril other than those insured under Section 1 of this Policy Product 1.

## 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 \$10,000,000 in aggregate under Section 1 of this Policy Product 1 for either (a) or (b) above, arising out of the same event Covered by Section 1 of this Policy Product 1.

## Motor Vehicle 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 a place of safety, following loss or damage covered by this Policy Product 1 unless it is Mobile Plant. Section 7 of this Policy Product 1 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 Policy Product 1

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. 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.

### 3. 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.

### 4. 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. This exclusion only applies to Section 1 of this Policy Product 1.

### 5. Tyre And Track 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.

### 6. Your Consequential Loss

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

### 7. Obsolete Parts

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

# Policy Product 1

## 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. (see General exclusion 5 of the Common Terms wording)

### Specific Definition That Applies Only to Section 2 of Policy Product 1

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 a public place.

### 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 substances or articles as specified in terms of 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 the Limit of Indemnity specified in Your Policy Schedule for this Part 2 of this Section 2 for the following 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

### Cover

#### What You Are Insured For in Section 2 of Policy Product 1

We **will indemnify** You up to the Limit of Indemnity as specified in Your Policy Schedule (subject to the limits clause 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 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 this Policy Product 1 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.

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 of Policy Product 1 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 Product 1, 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) above 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 as 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 of Policy Product 1 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 of Policy Product 1.

## Specific Claim Condition That Applies Only to Section 2 of Policy Product 1

### 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 of Policy Product 1

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 Your liability for 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 registered 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) dangerous goods clean up', of this Section 2.

#### 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 Product 1), but excludes any liability to merchandise attached to such crane arm.
- (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.

#### 10. Mobile Crane

for liability incurred or caused by operating Your Motor Vehicle to lift/move property, where such Motor Vehicle's sole use is as a mobile crane.

## 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 Product 1.

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 Product 1.

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 Product 1 bears in relation to total amount required to settle the claim, (or discharge the judgment 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 Product 1) 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

## Automatic Inclusion of Additional Vehicle

Any additional and/or replacement Motor Vehicle acquired during currency of this Policy Product 1, whether on a permanent or temporary basis is automatically held covered under this Policy Product 1 from the time You become legally responsible for it, provided such addition is notified within 30 days of acquisition, and the Motor Vehicle is of a like and similar kind to those already insured by this Policy Product 1.

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 Product 1 but an additional premium may be charged.

For a Motor Vehicle, with a Market Value in excess of \$300,000, the Sum Insured under Section 1 of this Policy Product 1 shall be limited to \$300,000. This applies until You request and We accept a higher limit thereon in writing.

## 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 Product 1.
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 Product 1.

## Damage to Your Motor Vehicle by Uninsured Parties

This Cover applies where Your Motor Vehicle is insured **only** for;

1. legal Liability fire and theft, or
2. legal Liability indemnity.

We will Cover loss of or damage to Your Motor Vehicle in an Accident with another Motor Vehicle driven by an uninsured driver.

A driver is uninsured if neither the driver nor the owner of the other Motor Vehicle had an insurance policy that would cover them for the loss or damage to Your Motor Vehicle.

We only pay if:

You prove to Us and We accept that the Accident was the fault of the uninsured driver, and

You can identify the other Motor Vehicle and its driver's name, residential address, phone and driver's license numbers and Motor Vehicle registration details.

We **will not** pay more than \$5,000 or the Market Value of Your Motor Vehicle (whichever the lesser), for loss or damage to Your Motor Vehicle during the Period of Insurance.

We will deduct:

- (1) any applicable Excesses,
- (2) the residual value of Your Motor Vehicle if it is not repairable (You keep the damaged Motor Vehicle).

## Death Away From Home

If the employee driver of Your Motor Vehicle dies in an Accident covered by Your Policy Product 1, and the Accident occurs outside a radius of 100 kilometres from the point of departure, then We will pay up to \$1,000 toward the transportation of the deceased to a location within Australia nominated by the deceased's next of kin.

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 Product 1.

## Emergency Accommodation

Where Your Motor Vehicle is insured for loss or damage under Section 1 of Policy Product 1, and provided that there is a valid claim under that section, 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 \$1,250 any one Accident.

## Emergency Repairs

You may carry out temporary repairs following Accident loss or damage, to a limit of \$3,000 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 the 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, to repair Your Motor Vehicle, but limited to 50% of the market cost for such services or \$5,000 in total, any one loss, whichever is the lesser.

If there is a valid claim under Section 1 of the Policy for loss or damage to Your Mobile Plant, Section 7 of this Policy Product 1 applies to the Additional Benefit payable.

## 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 \$1,000 in total in any one Period of Insurance.

## Fire, Police and Emergency Services

Where there is a valid claim under this Policy Product 1 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 debris under Part 2(B) of Section 2 of this Policy Product 1.

## Funeral Expenses

Where there is a valid claim under this Policy Product 1 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 \$5,000 in any one Period of Insurance.

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

## Hire Motor Vehicle After Theft

This Cover is only applicable where Your Motor Vehicle is insured for all Sections of the Policy Product 1, or for legal liability fire and theft.

We will pay for a hire motor vehicle of similar make and model to Your Motor Vehicle for up to 30 days if Your Motor Vehicle is stolen and either is not found or is found but is not driveable. This benefit stops at the earlier of:

- (a) Your Motor Vehicle being returned undamaged;
- (b) Your Motor Vehicle is repaired by Us and We return it to You; or
- (c) Your claim is settled by Us.

You are responsible for all running costs of the hire Motor Vehicle.

We will not pay more than \$5,000 for any one claim.

If We refuse or decline Your claim You must repay to Us any monies already paid by Us under this additional benefit.

## Locks and Keys

We will pay the cost of replacing the keys or re-coding Your Motor Vehicle's locks if during the Period of Insurance the keys to Your Motor vehicle;

- (a) have been stolen (even if Your Motor Vehicle was not);
- (b) have been damaged or lost after an Accident as a result of which We have paid a claim under Section 1 of this Policy Product 1; or
- (c) may have been duplicated and there are reasonable grounds to believe so.

We **will not** pay more than \$5,000 for any one claim, subject to the applicable Excess payable for this Motor Vehicle.

## Modification For Disablement

We will pay the reasonable costs of modifying Your Motor Vehicle so that You or Your employee driver of Your Motor Vehicle, who is permanently disabled as the result of Your Motor Vehicle being involved in an Accident occurring during the Period of Insurance, may drive Your Motor Vehicle safely.

We will not pay more than \$3,000 for this modification.

## 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 \$100,000 for the theft, loss or damage to that Motor Vehicle and our total liability under sub-clause (b) (inclusive of all costs and expenses) will not exceed the amount stated as the Limit of Indemnity as specified in Your Policy Schedule.

No Excess is payable for a claim under this Cover.

## Personal Effects

We **will pay** the reasonable costs of repair or replacement for personal effects of You or Your employee driver that are lost or damaged as a result of Your Motor Vehicle being:

- a. damaged as a result of an Accident, or
- b. stolen as a result of forcible entry to Your Motor vehicle.

We will pay up to \$1,000 for any one Accident or theft in excess of any loss that is covered by any insurance policies for personal effects or household contents, and subject to a deduction for age, depreciation, wear and tear.

## Recovery Costs – No Damage

We will pay You the reasonable costs You have incurred in removing Your Motor Vehicle to a place of safety following it becoming immobilised, bogged or stranded (but not as a result of the failure or breakdown of Your Motor Vehicle) during the Period of Insurance even if there is no other damage to Your Motor Vehicle.

You must pay:

- a. for the recovery costs, and
- b. provide tax invoices and receipts for all costs.

We will pay up to \$5,000 for any one claim, subject to the applicable Excess payable for this Motor Vehicle. If there is a valid claim for Recovery Costs – No Damage for Your Mobile Plant, Section 7 of this Policy Product 1 applies to the Additional Benefit payable.

## 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 Product 1 without any limitation.

## Trailer in Control (Non-Owned)

Where You have in Your legal possession or control at the time of an Accident, a trailer You do not own, lease or hire, and You or Your employee driver are using it in conjunction with Your towing Motor Vehicle, the maximum amount We **will** pay for Loss or Damage to that trailer is:

- (i) the Market value of that trailer before the time of accident based on the age and condition at that time; or
- (ii) \$50,000,

whichever the lesser.

We **will not** pay;

1. if the loss or damage occurs outside the Period of Insurance.
2. for loss or damage to more than one non owned trailer regardless of the number of trailers Your towing Motor Vehicle may have under its control at the time of the Accident.
3. for loss or damage to goods or property being carried in or on the non-owned trailer.
4. if the trailer type is a;
  - (a) tanker
  - (b) tipper
  - (c) convertible
  - (d) refrigerated, freezer or chiller.
  - (e) stock

You must pay to Us an Excess of \$2,500 (unless another amount is shown in the Policy Schedule) for any claim accepted by Us for loss or damage to this non owned trailer.

If this limited Cover is not adequate for Your requirements, You should obtain a higher level of coverage from Us, which will be noted separately on Your Policy Schedule.

## 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 pay the Market Value for this trailer, limited to a maximum \$1,000, unless a higher Sum Insured is included in Your Policy Schedule.

No Excess shall apply to claims accepted under this additional benefit.

# SECTION 6 – TERRORISM LOSS OR DAMAGE

General Exclusion 5 of the Common Terms **does not apply** to this Section 6 of Policy Product 1.

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** also 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 Policy Product 1 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

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**Important Note:** Where Your Motor Vehicle is Mobile Plant and is noted on Your Policy Schedule, the following Section 7 amendments apply to the Commercial Motor Policy Product 1 wording. For the avoidance of doubt, Section 7 does **not** apply to any trucks, trailers, cars, sedans, utilities and like Motor Vehicles noted in Your Policy Schedule.

## Additional Benefits Specific To Section 7

### Finance Payout for Total Loss

The Section 1, Settlement clause 3 "Finance Payout for Total Loss" is hereby amended to include Cover for Your Mobile Plant. In all other respects, Settlement clause 3 "Finance Payout for Total Loss" is unaltered.

### Recovery Costs - Damage: Limit \$250,000 any one Accident

When this Section 7 applies, the Section 1 "Motor Vehicle Recovery" clause is deleted and replaced with the following:

- (a) If We are liable to indemnify You under Section 1 of this Policy Product 1 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.

## Recovery Costs - No Damage

Our liability for Recovery Costs – No Damage under Section 5 of this Policy Product 1 is increased from \$5,000 to \$50,000 during the Period of Insurance.

In all other respects, the Section 5 Recovery Costs - No Damage Additional Benefit clause is unchanged.

## Expediting Expenses

Our liability for Expediting Expenses under Section 5 of this Policy Product 1 is increased from \$5,000 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 Product 1, then Exclusion 7 "Hire, Lease or Loan to a Third Party" in the "Exclusions that apply to all Sections of Policy Product 1" is deleted unless the claim is for theft or malicious damage.

## 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 Product 1 against loss or damage to Your Mobile Plant occurring while on hire to the hirer.

(b) Our liability indemnity 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,

which ever is the lesser.

## Accidental Overload

Exclusion 3 "Exceeding Limits" in the "Exclusions that apply to all Sections of Policy Product 1" is hereby amended so that Exclusion 3.1(b) and 3.2(b) are deleted where You prove to Us that such overloading was Accidental and could not reasonably be known, detected or prevented by You.

## Additional Conditions Specific To Section 7 Of Policy Product 1

### 1. 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;
- (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 Of Policy Product 1

Where there is a claim for loss or damage to or theft of Your Mobile Plant under Section 1 of this Policy Product 1, 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 Product 1.

### 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. However, We will indemnify You for such loss or damage when a suitably qualified and independent engineer that has been 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. However, 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 on Your Policy Schedule.

This Policy Product 1 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 as per 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 Of Policy Product 1

The following extensions 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" in the "Exclusions that apply to all Sections of Policy Product 1", 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 Product 1.

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 Product 1 including Section 7 and its terms, conditions and exclusions remains unaltered.

### Hired In Plant

We will cover You for:

- (a) any 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 Product 1, provided that:

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

The Section 1 Settlement Clause 1 "How We will settle Your Claim" applies to this Optional Benefit but the Section 1 "New Motor Vehicle Replacement" and the "Finance Payout for Total Loss" clauses 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 of 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 on Your Policy Schedule under Hired In Plant and will apply to each item of Mobile Plant.

In all other respects this Policy Product 1 (Commercial Motor), including Section 2 and 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 Plant covered under this Section 7, We will indemnify You for the hire cost necessarily incurred or owed whilst the lost or damaged hired Mobile Plant 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 on Your Policy Schedule.

## Down Hole Cover

Notwithstanding Specific Exclusion 2 “Drill shaft/bit” and Specific Exclusion 3 “Equipment in Use” within the Specific Exclusions that apply only to Section 1 of Policy Product 1 and Additional Exclusion 5 “Periodic/Replaceable Parts” of this Section 7, We will cover You for Accidental 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.

## Crane Dual Lift

Exclusion 10 “Dual or Multi Lifting Operations” in the “Exclusions that apply to all Sections of Policy Product 1” does not apply to any loss or 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.

## Waiver Of Subrogation/Release

Notwithstanding Specific Exclusion 7 “Liability Under Agreement” in the “Specific Exclusions that apply only to Section 2 of Policy Product 1” and Conditions 12 “Subrogation” and 13 “Right of recovery” in “General Conditions that apply to each Policy Product”, 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 Product 1.

This optional extension of cover does not apply to Policy Product 2 (Liability) or Policy Product 3 (Marine Cargo).

## 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), noted under this optional extension.

Notwithstanding Specific Exclusion 7 “Liability Under Agreement” in the “Specific Exclusions that apply only to Section 2 of Policy Product 1”, 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.

# EXCLUSIONS THAT APPLY TO ALL SECTIONS OF POLICY PRODUCT 1

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:

1. carrying, lifting, hauling, or towing; or
2. being operated in a manner;

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

- (a) the limits for which such Motor Vehicle, was designed, constructed, registered or licensed (whichever is the lesser); or
- (b) the weight as is permitted by law, by-law, regulation, permit or advisory sign; or
- (c) dimension (including height) as 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, and/or;
- (b) by incorrect fuel or additive or use thereof. This Exclusion 8(b) only applies to Section 1 of this Policy Product 1.

## 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. 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).

## 12. 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.

## 13. 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.

## 14. 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.

## 15. 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;

- (a) by You;
- (b) by any person to whom Your Motor Vehicle is on hire under any agreement of encumbrance or lease;

- (c) by any person for whose debt Your Motor Vehicle stands as security under or pursuant to any agreement entered into by You;
- (d) 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.

## 16. 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 within 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 THAT APPLY TO ALL SECTIONS OF POLICY PRODUCT 1

## 1. Average/Underinsurance

You must insure for no less than 80% of the Market Value of Your Motor Vehicle, otherwise We will pay that proportion of all loss or damage 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 Motor Vehicle 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 (Section 1, Settlement Clause 2).

## 2. 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
  - (i) loss or damage to and ensure the safety of any item or thing which is the subject of the Cover provided under Your Policy;
  - (ii) Personal Injury or Damage to Property.
- (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 maintain Your Motor Vehicle, Extras, Working Accessories, plant and equipment, machinery, implements and everything used in Your business in proper repair and sound condition;

## 3. 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 that applies to all Policy Products.

## 4. Maritime Liability

Where Motor Vehicles insured by Section 1 of Policy Product 1 are transported by sea between any places in the Commonwealth of Australia, the Marine "General Average" Clause will apply as follows.

"General Average and Salvage Charges shall be payable according to Foreign Statements or to York - Antwerp Rules if in accordance with the contract of affreightment."

## 5. Excess Conditions

### (a) Excess:

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

For the purpose of clarity 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.

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

An age or inexperienced driver Excess applies if an underage driver or an inexperienced driver was in charge of Your Motor Vehicle at the time of the Accident (see the following tables).

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**

<b>A Person of Age</b>	<b>Driving/in charge of</b>	<b>an additional excess of:</b>
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% of the Excess</b>
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% of the Excess</b>
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% of the Excess</b>

For the purposes of the application of the age or inexperienced driver Excess, a dolly is considered a trailer.

**(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.

**(d) Theft Excess**

An additional Excess of \$2,500 applies to each claim for theft, or damage occasioned by theft, of:

- (i) Your skid steer loader, excavator, loader, backhoe or bobcat; or
- (ii) any of their accessories, whether these accessories are attached to Your Motor Vehicle or not at the time of the theft or damage.

**(e) Radius Excess**

A radius Excess applies if We accept a claim for loss or damage to Your Motor Vehicle or legal liability caused by it, and at the time of the Accident, Your Motor Vehicle is on a journey to or from a destination beyond the maximum radius of operation shown in Your Policy Schedule measured from Your Motor Vehicle's base postcode shown on Your Policy Schedule.

The radius Excess is:

- (a) If Your Motor Vehicle is a bus, an additional Excess of \$500 applies.
- (b) If Your Motor Vehicle is;
  - (i) a rigid truck, or
  - (ii) a non articulated trailer, or
  - (iii) a combined unit, or
 an additional Excess of \$3,000 applies.

**(c) If Your Motor Vehicle is;**

- (i) a prime mover, or
- (ii) an articulated trailer, or
- (iii) a Combined Unit,

an additional Excess of \$5,000 applies.

Additional Excesses above accumulate to the Excess shown in Your Policy Schedule applying for the Motor Vehicle.

**Payment of Excesses:**

Excesses as nominated and quantified in 5(a), (b), (c), (d), and (e), shall be cumulative, and shall apply within and in reduction of the applicable settlement/Limit of Indemnity of this Policy Product 1 where applicable and all are payable at the time a claim is accepted by Us.

**6. Claims Responsibilities That Apply to all Sections of Policy Product 1**

**In addition** to the General Claims Responsibilities that apply to all Policy Products:

- (a) You must not authorise any repairs without Our consent;
- (b) 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 three 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 aftermarket parts;

**(c) Where You claim for Total Loss:**

- (i) We will declare Cover for Your Motor Vehicle as totally expended and will cancel 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 parts 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 parts Extra or Working Accessory.

**(d) Recovery after theft:**

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

**(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 the Policy.

# Policy Product 2

## LIABILITY

### THE COVER

This Policy Product does not apply unless it is noted on Your Policy Schedule. Please note – NTI Transport Package policy is subject to common terms, definitions and exclusions as outlined in “NTI Transport Package Common Terms”. Subject to the following terms and conditions, this Policy Product 2 provides Cover for Your liability to Third Parties for Personal Injury or Damage to Property as a result of an Occurrence in connection with Your Business or caused by Your Products during the Period of Insurance.

**Section 1** provides indemnity for Your liability for Personal Injury or Damage to Property as a result of an Occurrence in connection with Your Business.

**Section 2** provides indemnity for Your liability for Personal injury or Damage to Property as a result of an Occurrence caused by Your Products.

## DEFINITIONS THAT APPLY ONLY TO POLICY PRODUCT 2

Word	Meaning
<b>Aircraft:</b>	means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
<b>Business</b>	means that business described in Your Policy Schedule and shall also include: <ul style="list-style-type: none"> <li>(a) the provision of Your own canteen sports social and child care facilities or welfare organisations, and Your own fire first aid medical and ambulance services;</li> <li>(b) private work undertaken by any of Your Employees for any of Your directors, partners or senior executives;</li> <li>(c) the ownership or occupation of, the carrying out of repairs maintenance alterations or additions to, or the demolition of the premises occupied by You in connection with Your Business specified in Your Policy Schedule.</li> </ul>
<b>Damage to Property</b>	means: <ul style="list-style-type: none"> <li>(a) physical damage to or destruction of tangible property including the loss of use thereof at any time resulting therefrom,</li> <li>(b) loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by an Occurrence.</li> </ul>
<b>Employee:</b>	means any person engaged in the Business under a contract of service or apprenticeship with You (other than with a person insured by the Principal’s Liabilities Clause) or so deemed by any law.
<b>Harmful Code</b>	means any computer program or part of a computer program that: <ul style="list-style-type: none"> <li>(a) causes or is designed to cause harm or loss of or damage to persons, computers, computer systems or electronic data; or</li> <li>(b) impairs or circumvents or is designed to impair or circumvent the security of any computer, computer system or electronic data, including but not limited to any virus, trojan horse or worm.</li> </ul>

<b>Information Technology</b>	means and includes data or part of data, computer hardware, operating system, computer network, equipment, web sites, servers, extranet, software, applications software, computer chip including microprocessor chip and coded instructions as well as any new technology, product or service replacing existing information technology.
<b>Internet Activity</b>	means activity involving the transfer of electronic data over the internet and includes but is not limited to: (a) Sending and receiving email; (b) Accessing or using world wide web sites.
<b>Occurrence:</b>	means any event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Damage to Property neither expected nor intended by You. All events of a series consequent on or attributable to one source or original cause will be deemed one Occurrence.
<b>Personal Injury</b>	means: (a) bodily injury, death, sickness, disability, disease, shock, fright, mental injury, mental anguish or loss of consortium resulting from any of them; and (b) (i) false arrest, false imprisonment, malicious prosecution, wrongful eviction, wrongful detention and humiliation; (ii) libel, slander, defamation of character; (iii) invasion of right of privacy; (iv) assault and battery committed by You for the purpose of preventing or eliminating danger to persons or property to the extent permitted by law.
<b>Products</b>	means any goods, product or property (including any components, packaging or container) described in Your Policy Schedule (after they have ceased to be in Your possession or under Your control) manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed in or from Australia or its external territories by You, or are deemed by Australian law to have been manufactured, in the course of the Business, and includes directions markings instructions warnings or given or omitted advice in connection with such Products, but does not include the design, formula or specification of such Products.
<b>Territorial Limits</b>	means: (a) anywhere in Australia including its external territories; (b) elsewhere in the world but only in respect of: (i) commercial visits by directors and non-manual work carried out by You provided that at the time of carrying out that work such directors or You were normally resident in Australia or its external territories; and (ii) products supplied from or originating in Australia or its external territories (subject to Exclusion 7 of the Specific Exclusions that apply to Section 2 of this Policy Product 2 - Product Liability).
<b>Use as a Tool of Trade</b>	means use for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, vacuuming, suction, or like circumstance. It does not include: (a) use for loading and unloading goods onto or off a goods carrying vehicle (or use of a crane arm mounted on the vehicle to do so); or (b) transit on a designated road to or from a work site; or (c) use for transport or haulage.
<b>Watercraft</b>	means any vessel, craft or thing made or intended to float on or travel on, over or through water.
<b>You/Your/Yours</b>	For the purposes of this Policy Product, and in addition to the General Definition that applies to Your Policy means: (a) any personal representatives in the event of the death of a client but only in respect of liability incurred by the client; (b) any office-bearer committee or member of the client's own canteen sports social and child care facilities or welfare organisations and any member (not being a qualified medical practitioner) of the client's own fire first aid medical or ambulance service; (c) any director partner executive officer or shareholder of the client or any Employee but only for liability in respect of which the client would have been entitled to indemnity if the claim had been made against the client; (d) any director partner or senior executive of the client in respect of private work undertaken by any Employee for such director or senior executive.

# SECTION 1 – PUBLIC LIABILITY

## What You are insured for in Section 1

### 1. Compensation

Subject to the Limit of Indemnity specified in Your Policy Schedule for Public Liability, **We will indemnify You** in respect of all sums which You shall become legally liable to pay as compensation for:

- (a) Personal Injury;
- (b) Damage to Property,

as a result of an Occurrence occurring in the Period of Insurance within the Territorial Limits and in connection with the Business less the Excess amount specified in Your Policy Schedule as applicable to this Section 1 of Policy Product 2.

### 2. Legal Costs/Solicitors Fees/ Claimants Costs

In addition **We will pay**:

- (a) all charges, expenses and legal costs incurred by Us and/or You provided that such charges expenses and legal costs were incurred with Our written consent in the settlement or defence of any claim for compensation for which You may be liable under Section 1 of this Policy Product 2; and

- (b) Your legal costs of representation at any coroner's inquest or inquiry incurred with Our prior written consent; and
- (c) all charges expenses and legal costs recoverable from You resulting from any Occurrence giving rise to legal liability under this Section 1 of Policy Product 2; and
- (d) all expenses incurred by You for first aid to others at the time of Personal Injury (other than payment of medical expenses which are prohibited by law).

All of these costs, expenses or charges must be incurred in connection with claims for compensation which if sustained would be indemnified under this Section 1 of Policy Product 2.

Provided that, in relation to any claim in respect of Personal Injury or Damage to Property occurring in any country on the continent of North America or in states or territories incorporated in or administered from or by those countries, Our liability to pay any of the costs, expenses or charges set out in this Section 1 of Policy Product 2 shall be included within the Limits of Indemnity specified in Your Policy Schedule under this Section 1 of Policy Product 2.



# SPECIFIC EXCLUSIONS THAT APPLY ONLY TO SECTION 1 OF POLICY PRODUCT 2 – PUBLIC LIABILITY

We **shall not be liable** for:

## 1. Damage to Property

Damage to Property;

- (a) which belongs to You;
- (b) held on behalf of any customer for or during transit (including loading/unloading and temporary storage in the ordinary course of transit) in the course of Your Business;
- (c) of any third party entity held, administered, used or otherwise in Your possession or control (including property attached by a securing device to or being lifted by any such property), except for the first \$100,000 incurred as a result of any one Occurrence and in the aggregate in any one Period of Insurance; and subject to a deductible of the first 10% of any claim or the first \$500, whichever is the greater, but this entire Exclusion 1(c) shall not apply to:
  - (i) personal possessions of directors partners Employees or visitors;
  - (ii) premises (and their contents) not owned or rented by You but which are temporarily occupied by You for the purpose of carrying out work in connection with the Business;
  - (iii) premises (including fixtures and fittings) leased or rented to You provided that You shall be responsible for the first \$500 in respect of loss or damage caused (other than by fire or explosion) in addition to any Excess specified in Your Policy Schedule;
  - (iv) Motor Vehicles, not owned by You nor used in conjunction with the Business, whilst within a free car park provided by You for the use of customers visitors or Employees.

## 2. Liability Under Agreement

- (a) liability assumed by You under any contract, warranty, undertaking or agreement unless that liability would have attached in the absence of the contract, warranty, undertaking or agreement; or
- (b) a liability assumed by You under a lease or agreement for tenancy of premises occupied by You in connection with Your Business except to the extent that that liability would have attached in the absence of that lease or agreement for tenancy of premises.

## 3. Aircraft & Watercraft

Personal Injury or Damage to Property caused by or in connection with the operation ownership possession or use of any Aircraft or Watercraft by You or on Your behalf.

## 4. Motor Vehicles

Personal Injury or Damage to Property 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 Motor Vehicle;

- (i) which is registered; or
- (ii) which is required under any legislation to be registered;
- (iii) in respect of which insurance is required to be effected by You or on Your behalf by or under any legislation, including legislation of any state or territory of Australia, whether or not such insurance is effected;

However this Exclusion will not apply to Personal Injury or Damage to Property which arises out of:

- (a) delivering goods away from, or collecting goods to convey to, any Motor Vehicle where such Personal Injury or Damage to Property occurs beyond the limits of any carriageway or thoroughfare, and such liability does not arise out of the operation of loading or unloading the goods directly onto or off the Motor Vehicle; or
- (b) the loading or unloading of, or the delivery or collection of goods to or from, any Motor Vehicle not in Your physical or legal control but which is used in work undertaken by You or on Your behalf; or
- (c) use as a Tool of Trade either on any site where You are undertaking work or at Your premises.

But not for such liability that arises in circumstances for which indemnity would be provided under any form of insurance which is required to be effected by You or on Your behalf by or under any legislation, including legislation of any state or territory of Australia, whether or not such insurance is effected.

## 5. Products

Personal Injury or Damage to Property caused by Products, other than Personal Injury or Damage to Property caused by food or beverages sold or supplied by You as a service to Employees or visitors for consumption on Your premises.

## 6. Professional Duty

claims arising out of any breach of duty owed in a professional capacity by You, but this Exclusion 6 does not apply to:

- (a) the rendering of or failure to render advice or services by members of Your own first aid medical or ambulance services referred to in the Specific Definitions that apply to this Policy Product 2; or
- (b) claims where such breach is in relation to advice or services given gratuitously.

## 7. Property Change

claims in respect of Personal Injury or Damage to Property arising directly or indirectly out of or caused by or in connection with the erection, demolition, alteration of or additions to buildings by You or on Your behalf, except an alteration of or addition to buildings owned or occupied by You not exceeding, in total cost, the sum of **\$50,000**.

## 8. Defamation

claims arising out of the publication or utterance of a libel or slander or defamation of character:

- (a) made prior to the commencement of the Period of Insurance or following its ceasing; or
- (b) made by You or at Your direction with knowledge of the falsity thereof; or
- (c) related to advertising, broadcasting or telecasting activities, or publication of newspapers, journals, books or periodicals, conducted by or on Your behalf.

## 9. Blasting

any liability whatsoever arising out of/from the event of blasting, using explosive or explosive devices of any type.

# SECTION 2 – PRODUCTS LIABILITY

## What You are insured for in Section 2

### 1. Compensation

Subject to the Limit of Indemnity specified in Your Policy Schedule for Products liability We will indemnify You in respect of all sums which You shall become legally liable to pay as compensation for:

- (a) Personal Injury;
- (b) Damage to Property;

as a result of an Occurrence occurring in the Period of Insurance within the Territorial Limits and caused by Your Products less the Excess amount specified in Your Policy Schedule applicable to this Section 2 of Policy Product 2.

### 2. Legal Costs/Solicitors Fees/Claimants Costs

In addition **We will pay:**

- (a) all charges, expenses and legal costs incurred by Us and/or You, provided that such charges expenses and legal costs were incurred with Our written consent in the settlement or defence of any claim for compensation for which You may be liable under Section 2 of Policy Product 2; and
- (b) Your legal costs of representation at any coroner's inquest or inquiry incurred with Our prior written consent; and

- (c) all charges expenses and legal costs recoverable from You resulting from any Occurrence giving rise to legal liability under this Section 2 of Policy Product 2; and

- (d) all expenses incurred by You for first aid to others at the time of Personal Injury (other than payment of medical expenses which is prohibited by law).

All of these costs, expenses and charges must be incurred in connection with claims for compensation which if sustained would be indemnified under this Section 2 of Policy Product 2.

Our liability to pay any of the costs, expenses or charges set out in this Section 2 of this Policy Product 2 shall be included within the Limit of Indemnity specified as in Your Policy Schedule under this Section 2 of Policy Product 2.

Our total liability to You under paragraphs 1 and 2 of Section 2 of this Policy Product 2 for all Occurrences occurring in the Period of Insurance is the Limit of Indemnity specified in Your Policy Schedule under Section 2 of Policy Product 2. This means that We will not indemnify You for more than this amount, either for one claim or for a series of claims that together add up to more than the Limit of Indemnity specified in Your Policy Schedule for this Section 2 of Policy Product 2.

# SPECIFIC EXCLUSIONS THAT APPLY ONLY TO SECTION 2 OF POLICY PRODUCT 2

We **shall not be liable** for:

## 1. Damage to Property

Damage to Property;

- (a) which belongs to You;
- (b) held on behalf of any client or customer for or during transit (including loading/unloading and temporary storage in the ordinary course of transit) in the course of Your Business;
- (c) of any third party entity held, administered, used or otherwise in Your possession or control (including property attached by a securing device to or being lifted by any such property), but this entire Exclusion 1(c) shall not apply to;
  - (i) personal possessions of directors partners Employees or visitors;
  - (ii) premises (and their contents) not owned or rented by You but which are temporarily occupied by You for the purpose of carrying out work in connection with the Business;
  - (iii) premises (including fixtures and fittings) leased or rented to You provided that You shall be responsible for the first \$500 in respect of loss or damage caused (other than by fire or explosion) in addition to any Excess specified in Your Policy Schedule;
  - (iv) Motor Vehicles, not owned by You nor used in conjunction with the Business, whilst within a free car park provided by You for the use of customers visitors or Employees.

## 2. Aircraft Products

Personal Injury or Damage to Property caused by or arising out of Products intended specifically for, and installed in or on, an aircraft or other aerial device, or caused by or arising out of Products which You know would be so installed, where such Products are essential to the operation or navigation of an aircraft or other aerial device.

## 3. Liability Under Agreement

liability accepted by You solely under a contract, warranty, undertaking or agreement unless that liability:

- (a) would have attached in the absence of such contract, warranty, undertaking or agreement; or
- (b) is assumed by You under a warranty of fitness or quality, or is implied by law, in respect of Products.

## 4. Repair or Replacement

the cost of recalling withdrawing replacing or repairing Products or of making any refund of the price paid for Products, provided that:

- (a) this Exclusion 4 does not apply to liability for physical damage to or destruction of Products caused by other Products if they were physically independent at the time of such physical damage or destruction; and
- (b) We will contribute seventy five percent of the costs in excess of the first two thousand dollars **(\$2,000)** of each and every claim for physically withdrawing or recalling from use Products which have already given rise to claims for damages which are indemnifiable under this Section 2 of Policy Product 2, if We agree that such withdrawal is necessary for the purpose of preventing similar claims arising. This is subject to a maximum contribution by Us of fifty thousand dollars **(\$50,000)** in respect of all such costs incurred in relation to all such withdrawals or recalls in any one Period of Insurance.

## 5. Known Defects

any claims where any defect or deficiency in any of the Products of which defect or deficiency You or any of Your responsible officers has knowledge or has reason to suspect at the time when the said Products pass from Your physical custody or of any person under Your control.

## 6. Defective Design

Personal Injury or Damage to Property arising directly or indirectly out of, caused by, through or in connection with any defective or deficient design or error in any formula or in specification by You.

## 7. North American Exports

Personal Injury or Damage to Property:

- (a) occurring in any country on the continent of North America, or in states or territories incorporated in or administered from or by such country; and
- (b) caused by Products exported by You to any such country.

## 8. Public Liability

any claim indemnified under Section 1 of Policy Product 2 - Public Liability.

## 9. Product Defect

any Damage to Property to Your Products if the Damage to Property is attributed to any defect in Your Products or their harmful nature or unsuitability.

# AUTOMATIC EXTENSIONS OF COVER

## Cross Liability

Where more than one person or party comprises You as defined in either Sections 1 or 2 of this Policy Product 2 each person or party shall be treated as if a separate Policy had been issued to each them. Any such person or party making a claim shall be treated as though they are insured separately under this Policy Product 2. The Limit of Indemnity is not affected or increased as a consequence of this clause.

## Principal's Liability

Where a named principal is specified in Your Policy Schedule the Policy extends Cover to that principal for claims in respect of Personal Injury or Damage to Property arising solely out of Your Business provided that:

- (a) the principal shall comply with and be subject to the terms and conditions and limitations of Your Policy as though the principal were You;
- (b) the Limit of Indemnity specified in Your Policy Schedule shall apply.

## Wrongful Delivery of Concrete

Notwithstanding the exclusion regarding liability arising out of goods in the physical and legal control, and express warranty, contract or agreement and the liability arising out of the use of a registered Motor Vehicle, the Policy is extended to include the Insured's legal liability for Damage to Property arising out of the wrongful delivery of concrete or cement aggregate to a site and/or portion of a site, for which the delivery was not to be made. Regardless of the beforementioned, wrongful delivery shall not include delivery of wrong Product.

Furthermore, no Indemnity shall apply where liability arises out of or is caused by delay in delivery or by wrongful delivery where the act of such delivery was wilful and/or malicious. Our limit of liability in regard to this extension is limited to the Limit of Indemnity shown in Your Policy Schedule. In all other respects the Policy and its terms, conditions and exclusions remain unaltered.

## Roads and Traffic Authority of New South Wales (RTA)

It is hereby declared and agreed this Policy covers You for work undertaken for and on behalf of the Roads and Traffic Authority of New South Wales (RTA).

Specifically the Policy (subject to the standard Policy Terms and Conditions):

1. Covers Your liability arising out of an Occurrence for Personal Injury or Damage to Property caused by You or Your employees and includes Your vicarious liability for subcontractors and agents;

2. Excludes indemnity for Your subcontractors.
3. Includes RTA as an additional named Insured for liability arising out of Your activities. This extension includes liability:
  - For injury caused by You to any RTA employee not protected by any worker compensation cover or like;
  - Arising from work undertaken at and away from Your premises;
  - For damage caused by You to RTA property not in the Your physical or legal control;
4. Includes a cross liability for You and the RTA, but for the purpose of this Endorsement, it is agreed that the RTA is not an Insured Person for the purpose of the issue of a Notice of Expiry as required pursuant to the Insurance Contracts Act 1984 Part VII (Expiration, Renewal, and Cancellation).
5. Covers liability arising out of the use of fixed hoists or fixed cranes and those unregistered Vehicles not required to be indemnified under Your Motor Vehicle Policy, boilers and pressure vessels;
6. Covers property of the RTA whilst in Your legal and physical control limited to \$500,000 any one Occurrence;
7. Agrees to waiver of subrogation clause against any Insured where they are indemnified by the Policy;
8. Provides a Limit of Indemnity as specified in the schedule for:
  - Public Liability: for any one single Occurrence and unlimited in the aggregate to the number of Occurrences.
  - Products Liability: for any single occurrence and total aggregate liability during any one Period of Insurance for all negligence arising out of Your Products.
9. Is subject to the following excess: \$5,000 each and every occurrence or series of Occurrences arising out of the one event which You are required to pay.
10. Protects Your (Insured Persons) interest for the Business Activity stated in the Policy Schedule and no other for the purpose of this insurance.

Your liability to indemnify the RTA is reduced proportionally to the extent that any negligent act or omission of the RTA or employees or agents (other than You) of the RTA may have contributed to the injury, damage or loss.

In all other respects the Policy remains unaltered.

# CONDITIONS THAT APPLY TO ALL SECTIONS OF POLICY PRODUCT 2

## 1. Reasonable Care

In addition to the General Conditions that apply to Your Policy, at Your own expense, You and any person acting on Your behalf must exercise reasonable care and take precautions and use all due diligence to:

- (a) maintain all premises, plant, equipment (including protective devices) and everything used in Your Business in proper repair and in a sound working condition;
- (b) take immediate actions to trace, recall or modify any of the Products containing any defects or deficiency of which You have knowledge or reason to suspect contain such a defect or deficiency;
- (c) prevent Personal Injury or Damage to Property.

## 2. Adjustment

If the premiums are calculated on statements and estimates provided by You, You shall within a reasonable period of the expiry of each Period of Insurance provide to Us the information that We may require for that expired period and the premium for that period shall thereupon be adjusted by Us and the difference be paid by or allowed to You as the case may be subject to any minimum premium applicable.

## 3. Prohibited By Law

Where this Policy Product 2 provides any indemnity to You which is prohibited by law, this Policy Product 2 shall be varied by operation of this clause so that this Policy Product 2 does not respond to the extent that the indemnity is prohibited by law.

# CLAIMS CONDITIONS THAT APPLY TO ALL SECTIONS OF POLICY PRODUCT 2

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## 1. Payment of Limit of Indemnity

We may at any time pay to You the appropriate Limit of Indemnity (after deducting any sum or sums already paid) or any lesser amount for which a claim or claims may be settled and thereupon We shall relinquish the conduct and control of and shall be under no further liability in connection with such claim or claims except for those costs and expenses incurred prior to the date of such payment.

## 2. Contribution to Costs

If We have not exercised Our rights under Claims Condition 1 of this Policy Product 2, Our liability to pay costs and expenses, where any sum or sums exceeding the

appropriate Limit of Indemnity have to be paid to dispose of a claim or claims, shall be limited to such proportion of the said costs and expenses as such Limit of Indemnity bears to the amount actually so paid, or to be paid.

## 3. 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 under that Act. 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.



# EXCLUSIONS THAT APPLY TO ALL SECTIONS OF POLICY PRODUCT 2

We **shall not be liable** for:

## 1. Pollution

- (a) Personal Injury or Damage to Property caused by or arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater) unless such discharge, dispersal, release or escape:
  - (i) is neither reasonably expected nor intended by You; and
  - (ii) is the consequence of a sudden and instantaneous cause, which cause takes place at one clearly identifiable point in time during the Period of Insurance; and
  - (iii) is not the consequence of a failure to maintain plant and equipment in sound functional order (unless such condition could not be readily detectable by You), or the consequence of prolonged wear and tear; or
- (b) any costs or expenses incurred in preventing, removing, nullifying or cleaning-up any discharge, dispersal, release or escape as described in Exclusion 1(a) above, unless such costs or expenses are consequent upon an unexpected, unintended sudden and instantaneous cause which takes place at a clearly identifiable point in time during the Period of Insurance and results in Personal Injury or Damage to Property neither of which is otherwise excluded by Your Policy;

**Provided that** Our total aggregate liability during any one Period of Insurance, in respect of:

- (a) (i) all claims arising from such Personal Injury or Damage to Property; and
- (ii) all claims for such costs or expenses; and
- (b) all other claims indemnifiable under this Policy Product 2 as a result of that same Occurrence;

regardless of which Section of this Policy Product 2 under which they are indemnifiable, shall not exceed the Limit of Indemnity specified in Your Policy Schedule under Pollution Limit.

## 2. Contaminants

any legal liability of whatsoever nature arising out of/by/ through/from the removal or disposal of contaminants (including those things so effected thereby), whether same be known or not known to be so contaminated, suspected of being contaminated, or declared contaminated, unless the cause of such contamination occurs as described in

Exclusion 1(a) above for which You are held legally liable.

**Provided that** Our total aggregate liability during any one Period of Insurance, in respect of:

- (a) (i) all claims arising from such Personal Injury or Damage to Property; and
- (ii) all claims for such costs or expenses; and
- (b) all other claims indemnifiable under this Policy Product 2 as a result of that same Occurrence;

regardless of which Section of this Policy Product 2 under which they are indemnifiable, shall not exceed the same Limit of Indemnity specified in Your Policy Schedule under Pollution limit.

## 3. Asbestos

loss or damage or 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.

## 4. Loss of Use

claims in respect of the loss of use of tangible property, not physically damaged or destroyed, resulting from:

- (a) a delay in or lack of performance (by You or on Your behalf) of any contract or agreement; or
- (b) the failure of Products or work performed by You or for or on Your behalf to meet performance quality fitness or durability levels warranted or represented by You, but this Exclusion 4(b) does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of Products or work performed by You or for or on Your behalf after such Products or work have been put to their intended use by any person or organisation other than You.

## 5. Injury to Family

Personal Injury to and Damage to Property of any member of Your family ordinarily residing with You or with whom You ordinarily reside.

## 6. Welding

claims arising directly or indirectly out of or caused by, through, or in connection with arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding or cutting equipment is used, unless such use is carried out in strict compliance with the prevailing Australian Standards (Safety in Welding and Allied Processes) issued by the Standards Association of Australia.

## 7. Internet Operations

Personal Injury or Damage to Property caused by or arising from any Internet Activity or Harmful Code by You or Your Employees.

## 8. Underground Services

loss or damage to underground services being existing electric or optic or telecommunication wire or cables or their supports, sewers, water, gas, and/or any other pipes or other services or to any land or fixed property whatsoever and/or the contents thereof unless You have procured and acted upon written plans prepared by an appropriate authority about the location of any such underground services.

Where a claim is indemnified under such circumstances, You will be liable to pay an excess of \$5,000 for each and every claim (unless a higher excess would otherwise apply).

## 9. Vibration and removal of support

liability for Damage to Property in connection with:

- (a) vibration; or
- (b) removal or weakening of, or interference with, support to land, buildings or any other property.

## 10. Advertising

liability for advertising arising out of:

- (a) misappropriation of advertising ideas under an implied contract;
- (b) the wrong description on the price of Your Product;
- (c) the failure of Your Product to conform with advertised performance or quality.

## 11. Construction Activity, Rail Works and Underground Operations

Personal Injury or Damage to Property caused by or arising from:

- (a) construction activity, except where Your Policy Schedule describes Your Business activity as earthmoving, in which case We will not exclude general site preparation, land grading, earthmoving and open cut excavation not exceeding 10 metres in depth;
- (b) rail works on rail tracks, rail beds, rail trestles or rail signals;
- (c) wholly underground operations.

## 12. Organic Growths

Personal Injury or Damage to Property, caused by or arising out of, any moulds, fungi, spores or other similar growth including but not limited to aspergillus, penicillium, or any strain or type or stachybotris.

## 13. E-Commerce

Personal Injury or Damage to Property caused by or arising out of any:

- (a) communication, display, distribution or publication of Information Technology or Harmful Code;

- (b) (i) total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Information Technology;
- (ii) error in creating, amending, entering, directing, deleting or using Information Technology equipment;
- (iii) total or partial inability or failure to receive, send, access or use Information Technology for any time or at all.

## 14. Defective Work

the cost of performing, completing, correcting or improving any defective work done or undertaken by You or Your contractors or their sub-contractors.

## 15. Aviation Activities

any claims 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.

## 16. Employers Liability

- (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, arising out of or sustained in the course of the employment of such person by You;
- (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.

## 17. Avian Influenza and Infectious Disease

loss, damage, liability or expense arising directly or indirectly or caused by or arising from:

- (a) Avian Influenza, including all virus sub-types;
- (b) Bird Flu and/or Avian Flu;
- (c) Any disease directly or indirectly caused by or in connection with negatively stranded RNA virus or viruses belonging to the Influenza A genus of the family: Orthomyxoviridae;
- (d) the infection of property, humans, animals or other living creatures by infectious matter, or the spreading or releasing thereof, by You, whether accidentally, knowingly, wilfully, maliciously or otherwise;
- (e) any losses caused by quarantinable disease listed in the *Australian Quarantine Act 1908* or similar.

# Policy Product 3

# MARINE CARGO

## THE COVER

This Policy Product does not apply unless it is noted on Your Policy Schedule. Please note – NTI Transport Package is subject to common terms, definitions and exclusions as outlined in “NTI Transport Package Common Terms”.

Subject to the following terms and conditions, this Policy Product 3 provides Cover for Your Customer’s Freight that is damaged in Transit during the Period of Insurance.

**Notice:** Section 1 is only available under this Product 3 if you purchase Section 3 – Accidental Damage cover. Please review Section 3 below. If you wish to purchase Section 1 cover only, please contact your local NTI office who can assist.

**Section 1: Carriers Cargo Liability** provides indemnity against sums You become legally liable to pay as compensation for loss or damage to Freight caused by You or Your Subcontractors or an act of Terrorism, subject to prior acceptance by Us of Your Standard Trading Conditions. Optional extensions to the Cover provided under Section 1 are also available.

**Section 2: Goods In Transit** provides Cover for loss or damage to Freight resulting from an act of Terrorism or an Insured Peril.

Section 2.1 provides Additional Benefits applicable to Section 2 only.

Section 2.2 provides for optional extensions to Section 2 only.

**OR**

**Section 3: Accidental Damage Option** provides optional alternative Cover for loss or damage to Freight resulting from an act of Terrorism or an Accident.

Section 3 automatically provides Section 1 Carrier’s Cargo Liability Cover (if You provide and We approve Your Standard Trading Conditions) and a variety of other automatic extensions.

Restrictions apply with respect to carriers of Livestock or Refrigerated Goods.

**Additional Benefits** to Sections 2 and 3 and clauses.

**Optional Extension Clauses** to Section 2 and 3.

**Special Settlement Condition**

This condition outlines how We will settle Your claim under either Section 2 or Section 3.

**Additional Benefit Clauses** for all Sections of the Policy.

**Conditions, Claims Responsibilities and Exclusions** that apply to all Sections of the policy.

## Important Things You Should Know

You are only covered for the Sections of this Policy and Optional Extensions shown on Your Policy Schedule.

If You have Cover under Section 2 and Section 3 (where Section 3 automatically provides Section 1 Cover), You may only claim under one Section for any one loss or series of losses arising from the same event.

We will not be liable for any one loss or series of losses arising from the same event under more than one Section of this Policy.

# DEFINITIONS SPECIFIC TO ALL SECTIONS OF THIS POLICY PRODUCT 3

Word	Meaning
<b>Accident</b>	means an unintended, unforeseen, unlooked-for happening or mishap, which could not reasonably be expected nor designed by You or any person acting for You or on Your behalf who has actual knowledge of the means of transportation of the Freight.
<b>Collision</b>	means violent striking or violent impact of one body against another, except to a road, gutter or similar surface but not between the Freight and the Conveying Vehicle.
<b>Conveyance</b>	means a railway wagon or water-borne vessel upon which the Conveying Vehicle can be moved.
<b>Conveying Vehicle(s)</b>	means <ul style="list-style-type: none"> <li>➤ any type of machine designed for use on land only, but not a tramway vehicle, a railway vehicle or a hybrid vehicle whilst used on rails; or</li> <li>➤ a trailer; or</li> <li>➤ a non motorised machine or implement,</li> </ul> and includes devices for handling or securing the Freight, being binders, chains, dogs, tarps, gates, hoists or crane arms.
<b>Customer</b>	means the entity for which You provide Your Services.
<b>Effective Date</b>	means the date specified in Your Policy Schedule from which You are insured.
<b>Fire</b>	means the actual ignition of flame.
<b>Flood</b>	means: <ul style="list-style-type: none"> <li>(a) a temporary condition of partial or complete inundation of normally dry land by water:               <ul style="list-style-type: none"> <li>(i) overflowing from the normal confines of any natural watercourse or lake (whether or not altered or modified) or any reservoir, canal or dam; or</li> <li>(ii) which is caused by an accumulation or flowing of water on the ground resulting from precipitation; or</li> </ul> </li> <li>(b) a mud slide or mud flow which is caused or precipitated by an accumulation of water on, or under, the ground; or</li> <li>(c) water discharged from sewerage or waste water systems due to pressure induced by floodwater.</li> </ul>
<b>Freight</b>	means any form of tangible property and its packaging or protection, which is carried, stored or otherwise in Your possession or control (or that of Your employees, agents or Subcontractors), for reward.
<b>Insured Peril</b>	means: <ol style="list-style-type: none"> <li>1. Fire or explosion to/in a Conveying Vehicle;</li> <li>2. Flood to a Conveying Vehicle;</li> <li>3. Collision to a Conveying Vehicle;</li> <li>4. Overturning of a Conveying Vehicle;</li> <li>5. jack-knifing of a Conveying Vehicle;</li> <li>6. derailment, capsizing or Collision of a Conveyance carrying the Conveying Vehicle;</li> <li>7. hijack or armed hold up of a Conveying Vehicle;</li> <li>8. malicious damage to the Freight upon a Conveying Vehicle;</li> <li>9. cyclone, tornado, hurricane, windstorm, hail or lightning damage to the Freight upon a Conveying Vehicle; collapse of bridges or culverts causing damage to the Freight upon a Conveying Vehicle;</li> <li>10. impact of the Freight carried by the Conveying Vehicle with another vehicle or structure (excluding the ground) causing damage to the Freight upon a Conveying Vehicle; or</li> <li>11. strikes, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions; or</li> </ol>

	<p>12. Where Transit is by sea:</p> <ul style="list-style-type: none"> <li>(a) general average and/or salvage contribution that You are required to pay under any shipping document and / or</li> <li>(b) washing overboard, jettison, collision, grounding, sinking, capsizing of the vessel or General Average Sacrifice</li> </ul> <p><b>provided</b> Your Conveying Vehicle is being transported by sea between Australian ports from the places where Transit commences and terminates are located in Australia.</p>
<b>Livestock</b>	<p>means sheep, cattle, goats pigs and other herd animals as identified in Your Policy Schedule whilst in Your care, custody or control and whilst in Transit, but Livestock does not include:</p> <ul style="list-style-type: none"> <li>(a) birds;</li> <li>(b) horses;</li> <li>(c) bloodstock, breeding, stud or prize animals.</li> </ul>
<b>Original Annual Premium</b>	<p>means the amount calculated by Us from Your initial disclosure made prior to commencement of insurance, as the amount You must pay for the insurance. This amount does not include government taxes and duties.</p>
<b>Overturning</b>	<p>means inversion, laying at rest upon the side (which shall not include partial tipping causing discharging, dispersal, release, escape, spillage or falling off of the load, other than through Collision of the Conveying Vehicle.)</p>
<b>Sections</b>	<p>means each type of Cover specified in this Policy Product 3. The Sections which apply to You are shown in Your Policy Schedule.</p>
<b>Service(s)</b>	<p>means the carriage, handling or storage of Freight.</p>
<b>Standard Trading Conditions</b>	<p>means the terms and conditions (including written agreements limiting Your legal responsibility) as approved by Us, upon the basis of which Your Services are provided.</p>
<b>Sum Insured</b>	<p>means the amount(s) specified in Your Policy Schedule for this Policy Product 3 (Carrier's Goods in Transit) which will be the maximum amount We will pay for any one loss or series of losses arising from one event, subject to the application of any Excess.</p>
<b>Subcontractor</b>	<p>means any person, entity or company with whom or with which You may contract to perform any Services.</p>
<b>Transit</b>	<p>means the ordinary course of transportation by road within Australia upon the Conveying Vehicle from the time You or any person acting on Your behalf:</p> <ul style="list-style-type: none"> <li>(a) first move the Freight for the purpose of loading onto the Conveying Vehicle; through to</li> <li>(b) transporting to Your contracted destination; to and including</li> <li>(c) unloading of the Freight from the Conveying Vehicle and last movement of the Freight from the Conveying Vehicle at the intended destination.</li> </ul> <p><b>Temporary Storage:</b> Transit also includes temporary storage (that shall be no longer than 30 days) which may occur during this transportation period.</p>



# SECTION 1 CARRIER'S CARGO LIABILITY

## Part 1 – Cover

You are only covered for this Section of the Policy when shown on Your Policy Schedule.

We will not be liable for any one loss or series of losses arising from the same event under more than one Section of this Policy.

## Compensation

We **will pay** for Your legal liability for any loss or damage to Your Customer's Freight (of the kind specified in Your Policy Schedule) in Your custody or control under Your Standard Trading Conditions for any one event up to the Limit of Indemnity specified in Your Policy Schedule, which occurs during:

1. the Period of Insurance; and
2. Transit,

caused by You or Your Subcontractors or as a result of an act of Terrorism.

## Legal Costs

We **will pay** all Your reasonable legal costs up to \$250,000, or an amount equal to the Limit of Indemnity for Section 1 of this Policy Product 3, whichever is the lesser, incurred with Our written consent in the settlement or defence of any claim under this Section 1. Payment for reasonable legal costs shall be included within the Limit of Indemnity specified for this Section 1 in Your Policy Schedule.

## Limit of Indemnity

Our liability to pay shall be limited to the Limit of Indemnity for the Cover selected under any Part of Section 1 of this Policy Product 3 as specified in Your Policy Schedule for any one loss or series of losses arising from the one event. If loss or damage occurs to more than one Freight type in any one event each Freight type damaged shall be limited to its own Limit of Indemnity, but Our liability to pay for the combined Freight type loss or series of losses arising from that one event shall be limited in aggregate to the highest Freight type Limit of Indemnity for those Freight types damaged.

## Excess

If the Excess is varied in Your Policy Schedule by Freight type or radius covered, the higher Excess will apply once if more than one Freight type is damaged.

## Removal of Debris/Clean Up

If We pay a claim under this Section 1 then Cover is extended to indemnify You for Your legal liability for the cost of removal and disposal of damaged, deteriorated

or contaminated goods and the costs of cleaning up the premises, location or Conveyance. A liability limit of \$25,000 applies under this clause for any loss or series of losses caused by one event. This limit shall be in addition to the Limit of Indemnity for Section 1 of Policy Product 3 in Your Policy Schedule.

## Special Conditions That Apply Only to Section 1

### Standard Trading Conditions

1. You must ensure that Your Standard Trading Conditions have been agreed by Us prior to the commencement of the Period of Insurance.
2. You must notify Us in writing of any changes made to Your Standard Trading Conditions for Our approval. If agreed, We will endorse Your Policy accordingly and from the date of that endorsement, the amended Standard Trading Conditions will become the Standard Trading Conditions applicable to Your Policy.
3. You must notify Your Customers that Your Services are provided subject to Your Standard Trading Conditions which must be issued to the Customer prior to each Transit of Your Customer's Freight.

### GST

All payments under Section 1 of this Policy are subject to the provisions of "Conditions Specific to ALL Sections of this Policy Product 3" Condition 5 [Tax Provisions].

## Special Exclusions That Apply Only to Section 1

### 1. Standard Trading Conditions

We will not pay for Your legal liability under this Section 1 arising directly from You not issuing to Your Customer Your Standard Trading Conditions as agreed by Us under the Conditions of Section 1 of this Policy, unless You can satisfy Us that:

1. the failure to issue Your Standard Trading Conditions to Your customer was not intentional, and
2. there is evidence they had been accepted and signed by that customer in the past so that they apply to all Transits for that customer.

### 2. Statutory Liability

We will not pay for Your legal liability arising out of breach of the provisions of any statutory obligations and by-laws or regulations and recognised standards imposed by any public authority or code, unless it is a breach only of requirements relating to the exercise of care and skill in the provision of Your Services, in the *Australian Competition and Consumer Act 2010* (Clth).

## Part 2 – Additional Benefits to Section 1

### 1. Livestock

If Your Policy Schedule specifies Livestock carried, then Additional Benefit 1 under the Additional Benefit Clauses is automatically applicable to Your Policy. Except as stated in each additional benefit specified, Section 1 of this Policy Product 3 remains unaltered.

### 2. Damage to Motor Vehicles

If Your Policy Schedule specifies Cars (Road Vehicle - Non Machinery), or Machinery carried, Additional Benefit 2 under the Additional Benefit Clauses is automatically applicable to Your Policy. Except as stated in each additional benefit specified, Section 1 of this Policy Product 3 remains unaltered.

### 3. Subcontractor Indemnity Additional Benefit

## Part 3 – Optional Extensions to Section 1

The following optional extension to Cover for Carrier's Cargo Liability is NOT automatically applicable to Section 1 of this Policy. An additional fee is payable if the additional Cover is purchased, and will only apply if it is specified in Your Policy Schedule. Unless otherwise stated, each optional extension specified Cover shall be limited to the Limit of Indemnity and Section 1 of this Policy remains unaltered. The extension wording under the Optional Extension Clauses applies.

### 1. Freight Consequential Loss and Legal Costs

# SECTION 2 CARRIER'S GOODS IN TRANSIT COVER FOR INSURED PERILS

## Cover

This Cover will only apply to Section 2 if specified in Your Policy Schedule.

We **will pay** in accordance with the 'Special Settlement Condition' of this Policy Product 3 for any loss or damage, which occurs during:

1. the Period of Insurance; and
2. Transit,

to Customer's Freight (of the kind specified in Your Policy Schedule) in the custody or control of You or Your Subcontractors as a result of an act of Terrorism or caused by or arising out of an **Insured Peril**.

## Section 2.1 Additional Benefits to Insured Peril Cover (Section 2)

The Additional Benefits as shown in the Additional Benefits of Policy Product 3 apply.

## Section 2.2

### Optional Extensions to Insured Peril Cover (Section 2)

The following extensions to Insured Peril Cover are NOT automatically applicable to this Policy Product 3. An additional fee is payable if any additional Cover is purchased. Each optional extension to Insured Peril Cover will only apply if it is specified in Your Policy Schedule, and unless otherwise stated in each optional extension specified Cover shall be limited to the Sum Insured and Policy Product 3 remains unaltered.

- a. **Loading and Unloading**
- b. **Theft, Pilferage and Non Delivery**
- c. **Refrigerated Goods: Temperature Controlled Haulage**
- d. **Nominated Special Contracts Insurance – Accidental Damage**
- e. **Shedding of Load**
- f. **Freight Consequential Loss and Legal Costs**

# SECTION 3

## ACCIDENTAL DAMAGE OPTION

The following optional Cover is an ALTERNATIVE to the Cover for Insured Perils provided by Section 2 of this Policy Product 3. This Cover will only apply if Section 3 is specified in Your Policy Schedule.

### Cover For Accidental Damage

We **will pay** in accordance with the 'Special Settlement Condition' of Policy Product 3 for any loss or damage which occurs within Australia during:

1. the Period of Insurance; and
2. Transit,

to Your Customer's Freight (of the kind described in Your Policy Schedule) by You or Your Subcontractors as a result of an act of Terrorism or caused by or arising out of an **Accident** (except as limited below for Livestock and Refrigerated Freight types).

### Additional Benefits

We agree to provide You with the following benefits for any one event caused by or arising out of an Accident covered under Section 3 above:

1. **Loading & Unloading**
2. **Shedding of Load**
3. **Theft, Pilferage and Non Delivery**
4. **Section 1 Carrier's Cargo Liability applies automatically when Section 3 is noted in the Policy Schedule, provided We have received Your Standard Trading Conditions within 28 days of inception of cover under this Section 3, and We have approved them in writing.**
5. **The Additional Benefits of Policy Product 3 but the words "Insured Peril" are replaced with "Accident".**

### Limitations of Accidental Damage Cover

#### Refrigerated Goods

Whilst Section 3 of this Policy covers loss or damage to Your Customer's Refrigerated goods (if noted on Your Policy Schedule) caused by an Accident, this Section 3 excludes Cover for deterioration of the goods **unless** caused by a variation in temperature outside of the required temperature range, through breakdown, malfunction or selection of wrong temperature (excluding failure to turn on power) of refrigerating machinery which results in:

- (a) its stoppage; or
- (b) failure to deliver air at the preset temperature,

for a period of not less than four consecutive hours.

Where selection of wrong temperature of refrigerating machinery occurs, each claim is subject to an Excess of 10% of the value of the claim (unless a higher Excess would otherwise apply).

Regardless of above, no Cover applies if the deterioration of Freight results from a failure to maintain (or turn on power for) refrigerated machinery.

#### Livestock

Section 3 does not apply to Livestock if the animals are not in a good state of health prior to loading/Transit or are not fit to travel.

### Optional "Freight Consequential Loss" Extension

The following Optional Extension to Cover for Accidental Damage is NOT automatically applicable to Section 3 of this Policy Product 3. An additional fee is payable if this additional Cover is purchased. This optional extension to Cover **Freight Consequential Loss and Legal Costs** by or as a result of Accidental Damage to Customers Freight will only apply if its designated number is specified in Your Policy Schedule.

1. **Freight Consequential Loss and Legal Costs**

# ADDITIONAL BENEFITS:

## Additional Benefits applicable to both Section 2 (Insured Perils) and Section 3 (Accidental Damage)

1. We agree to provide You with the following additional benefits for any one event caused by or arising out of a peril insured against under Sections 2 or 3:

**(a) Minimise Further Losses Expenses**

**up to a limit of \$50,000** for all necessary **expenses** reasonably incurred by You or Your agent to **avoid or minimise any further loss** or damage to the Freight;

**(b) Removal of Debris**

**up to a limit of \$50,000** for all necessary expenses reasonably incurred by You or Your agent **in removing Freight debris** created as a result of an Accident;

**(c) Onforwarding Costs**

**up to a limit of \$10,000** for the cost of hiring a **replacement vehicle** to complete the carriage of Freight to the destination named in the consignment note;

**(d) Shipping Containers**

**up to a limit of \$20,000** for the cost of **repair or replacement** (as required by the hand-over agreement or similar document) to **shipping containers**.

**(e) Packaging & Carrier's Equipment**

**up to a limit of \$50,000** for the cost of **repair or replacement** of the following **Packaging or Carrier's Equipment** packing materials, crates, pallets, tarpaulins, ropes, chains, webbing straps, dogs, gates, trolleys and containers belonging to You or which You are responsible, provided these items are not recoverable under any Commercial Motor insurance or other Policy of Insurance.

**(f) Mustering & Agisting Costs**

Where there has been loss or damage to Livestock indemnified under Section 2 or 3 of this Policy, We will pay reasonable costs incurred relating to:

(i) Mustering the Livestock at the scene of the accident, up to a limit of \$250 per animal;

(ii) Agisting the Livestock whilst awaiting an alternative conveyance, up to a limit of \$250 per animal. However at Our option, We will pay the reasonable cost of agisting Livestock to bring them back to their condition prior to the loss; or the agreed depreciation in value (if they are sold as injured Livestock),

Up to a limit a maximum of \$50,000 any one Accident

The limits which apply to each of the additional benefits (a) to (f) specified in this clause are in addition to the Sum Insured for the Cover selected under any Part of Section 2 or 3 of this Policy.

### 2. Legal Expenses

We will represent You or arrange for Your representation in the negotiation, settlement or defence of such a claim against You but only until such time that:

- (a) costs of \$50,000 have been expended; or
- (b) We have **settled** or otherwise resolved Your Freight claim under either Section 2 or Section 3 of this Policy,

whichever is the earlier.

We will not pay costs incurred by You in defending any such claim without Our written consent.

The limit of \$50,000 which applies to this additional benefit is in addition to the Sum Insured for the Cover selected under any Part of Section 2 or Section 3 of this Policy.

### 3. Automatic Additional Benefits Clauses

The following designated numbered benefit is automatically applicable to Your Policy:

3. Additional Benefit: Subcontractor Indemnity

If Your Policy Schedule for Policy Product 3 specifies Livestock or Motor Vehicles/Machinery ("Road Vehicles non machinery") carried, the following designated numbered benefit are also automatically applicable to Your Policy:

- 1. Additional Benefit: Livestock
- 2. Additional Benefit: Damage to Motor Vehicles

# OPTIONAL EXTENSIONS CLAUSES:

## Applicable to Section 2 (Insured Perils) or 3 (Accidental Damage) only

The following optional extensions clauses are only applicable where noted on the Policy Schedule in the applicable Section of this Policy Product 3 as applying.

### Loading and Unloading:

You are covered against physical loss of or damage to the Freight in Transit caused by the loading and unloading of such Freight.

### Theft, Pilferage and Non Delivery:

You are insured against physical loss of or damage to the Freight in Transit caused by theft, pilferage and non delivery during Transit provided that:

- a. all doors, windows and other areas of the Conveying Vehicle are capable of being locked and are securely locked when unattended, and that any alarms are in working condition and are activated; and
- b. any building or place of storage used for temporary storage during Transit is securely locked when unoccupied, and that any alarms are in working condition and are activated.

### Refrigerated Goods: Temperature Controlled Haulage:

If deterioration of Refrigerated Goods arises from a variation in temperature outside of the required temperature range, You are only insured for physical loss of or damage to such Freight through breakdown, malfunction or selection of wrong temperature (excluding failure to turn on power) of refrigerating machinery which results in:

- (a) its stoppage; or
- (b) failure to deliver air at the preset temperature, for a period of not less than four consecutive hours.

Where selection of wrong temperature of refrigerating machinery occurs, each claim is subject to an Excess of 10% of the value of the claim (unless a higher Excess would otherwise apply).

Regardless of above, no Cover applies if the deterioration of Freight results from a failure to maintain refrigerated machinery.

### Nominated Special Contracts Insurance – Accidental Damage:

If any special contracts are nominated in Your Policy Schedule, then the applicable Section of this Policy Product 3 and the Additional Benefits are amended to remove the words "Insured Peril" and replace them with the word "Accident" wherever they appear.

This Optional Extension is subject to the Sum Insured specified for each special contract nominated in Your Policy Schedule.

### Shedding of Load:

You are insured against accidental loss of or damage to Freight caused by its falling from Your Conveying Vehicle due to breakage of restraining chains or cables during Transit provided that:

1. The Conveying Vehicle that is used for the Transit is suitable for the weight, volume and size of the Freight being transported; and
2. You take all reasonable steps to ensure that the Freight is adequately packed and effectively secured on the Conveying Vehicle; and
3. You take all reasonable steps to secure the load in accordance with the relevant code or regulation (or in accordance with NTC Load Restraint Guide or similar).

### Freight Consequential Loss and Legal Costs:

Exclusion 2(e) is deleted and where a claim for Freight loss and damage caused by or arising out of a peril insured for under a Section to which this endorsement applies has been accepted under this Policy Product 3, then We will indemnify You for amounts You become legally liable to pay:

- (a) as compensation for Consequential Loss by the owner of the Freight; and
- (b) for legal costs incurred directly arising from (a) above,

**provided** that all such costs and claims are reasonably and necessarily incurred.

This Optional Extension is subject to a limit of \$100,000 for any one loss or series of losses arising from one event and is in addition to the Limit of Indemnity for the applicable Section of this Policy Product 3.

In no case shall Our liability under this Optional Extension exceed \$100,000 in the aggregate for all claims in any one Period of Insurance.

### Special Definition that applies only to this Optional Extension

**Consequential Loss** means either:

- (a) loss of profit incurred; or
- (b) special extra running costs incurred to avoid or minimise a loss of profit; and/or
- (c) any other special costs incurred,

as the direct consequence of Freight loss or damage during Transit.



### Special Condition that applies only to this Optional Extension

A Consequential Loss shall be deemed to have occurred when the owner of the Freight suffers financial loss, due to the use of the insured Freight being impaired or made impossible as a result of loss or damage insured by the applicable Section of this Policy.

### Special Exclusions that apply only to this Optional Extension

1. There is no Cover for a Consequential Loss that is caused or contributed to or by:

- (a) an existing or imminent contamination or health risk or restrictions on Your Customers which have been ordered by any public authority; or
  - (b) the financial insolvency of Your Customer; or
  - (c) changes or regular maintenance work by Your Customer at the time of reinstating or replacing damaged or lost Freight.
2. There is no Cover for claims arising out of or from any fines, penalties, charges and pollution liability.

## 'SPECIAL SETTLEMENT CONDITION'

### How we will settle your claim under Section 2 or Section 3

Subject to the Sum Insured specified in Your Policy Schedule and the provisions of Condition 5 [tax provisions] of this Policy Product 3:

1. (a) We **will pay** the Customer or at the Customer's direction, the lesser of:
- (i) the cost of repairing or reinstating the Freight to a condition equal to but no better or more extensive than its condition immediately prior to the loss or damage; or
  - (ii) the invoice value of the Freight whilst in Transit; or
  - (iii) if there is no invoice value, the cost of replacing the Freight with similar goods of the same age and condition, or as near as possible to that age or condition; or
- (b) If the loss or damage only relates to labels or packaging, We **will only pay** the cost to recondition and/or replace such labels or packaging.

2. Our liability to pay shall be limited to the Sum Insured for the Cover selected under either Section 2 or Section 3 of this Policy Product 3 as shown in Your Policy Schedule for any one loss or series of losses arising from the one event. If loss or damage occurs to more than one Freight type in any one event, then each Freight type damaged shall be limited to its own Sum Insured, but Our liability to pay for the combined Freight type loss or series of losses arising from that one event, shall be limited in aggregate to the highest Freight type Sum Insured for those Freight types damaged.
3. If the Excess varies in Your Policy Schedule by Freight type or radius covered, the higher Excess will apply and only once if more than one Freight type is damaged.

# ADDITIONAL BENEFIT CLAUSES – APPLICABLE TO ALL SECTIONS OF POLICY

The following Additional Benefits Clauses are only applicable where noted in the applicable Section of this Policy Product 3 as applying.

## 1. Additional Benefit: Livestock

The following amendments apply:

- (a) Policy Product 3 Exclusion 3 (f) [Livestock] of Your Policy is deleted.
- (b) the Transit definition and the 30 day Temporary Storage benefit are deleted and replaced as follows :

### Transit means:

- (1) when the Livestock enter the Conveying Vehicle or its loading ramp for the commencement of Transit, and
- (2) terminates when the Livestock are discharged from the Conveying Vehicle or its loading ramp at Your intended destination.

### Temporary resting:

Transit also includes temporary resting of the Livestock off the Conveying Vehicle but is limited to seven (7) days during Transit.

### Special Exclusion that applies only to this Additional Benefit:

This Additional Benefit does not insure loss where Livestock;

- (a) fail to pass tests or examinations, and/or
- (b) are slaughtered or confiscated, by or at the direction of any public authority, **except** for slaughter for humane reasons following injury to the Livestock during Transit for which there is Cover provided under Section 1, 2 or 3 of this Policy.

### How We Will Settle Your Livestock Claim under Sections 2 and 3

We will settle Your claim under Additional Benefit 1 in accordance with the 'Special Settlement Condition' of this Policy Product 3 except that, for the purpose of this Additional Benefit 1 only, Clause 1(a) of the 'Special Settlement Condition' of this Policy Product 3 is hereby deleted and replaced with the following:

- 1. (a) We will pay the invoice value insuring the Livestock whilst in Transit, or if there is no invoice value, the cost of replacing the Livestock with similar Livestock of the same age and condition or as near as possible to that age and condition.

We agree to pay all necessary expenses reasonably incurred by You to avoid or minimise any further loss of the Livestock in accordance with clauses 1 and 2 of the 'Special Settlement Condition' (as amended) of this Policy Product 3. All payments are subject to the provisions of Condition 5 of the Specific Conditions that apply to this Policy Product 3.

## 2. Additional Benefit: Damage to Motor Vehicles

The following amendments apply:

- (a) For the purpose of machinery and Motor Vehicles (if insured), the Transit definition and the 30 day Temporary Storage benefit are deleted and replaced as follows:

### Transit means

- (i) the ordinary course of transportation by road within Australia upon the Conveying Vehicle from the time You or any person acting on Your behalf, and
- (ii) commences when the Motor Vehicle's wheels or tracks are driven by You onto the loading ramps of the Conveying Vehicle from the ground or loading dock adjacent to the Conveying Vehicle and terminates when the Motor Vehicle, having been unloaded by You, is parked by You in the receiver's premises (or on the loading dock) all within 2 kilometres of the Conveying Vehicle.

### Temporary Storage:

Transit also includes temporary storage (that shall be no longer than 30 days) which may occur during this transportation period.

- (b) Policy Product 3 Exclusion 5 [damage to Motor Vehicles] of Your Policy is deleted for the purpose of this Additional Benefit except
  - (i) where the Motor Vehicle is involved in loss or damage beyond 2 kilometres of the Conveying Vehicle; or
  - (ii) to the extent permitted by law, where the loss or damage to the Motor Vehicle is covered by the provisions of a Commercial Motor or Fleet Motor Policy held by You;
- (c) Your Cover is extended to insure Your legal liability to pay for loss of or damage to the Motor Vehicle, caused whilst any such motor vehicle is being towed or being moved on its own wheels or under its own power by You or any person acting on Your behalf.
- (d) Indemnity for each Motor Vehicle in Transit shall be limited to its Market Value.
- (e) The provisions of Policy Product 3 Specific Condition 5 [tax provisions] of this Policy shall apply.
- (f) **Market Value:** For the purpose of this Additional Benefit 2 only, means the value of the Motor Vehicle exclusive of GST immediately prior to the incident which is the subject of the claim using market prices and taking into consideration the age, specifications and condition of the Motor Vehicle.

### 3. Additional Benefit: Subcontractor Indemnity

Your Policy Product 3 is extended to indemnify Your Subcontractors to the extent only that any such Subcontractors are:

- (1) fulfilling Your contractual obligation which is indemnified by this Policy Product 3; and
- (2) carrying out work on Your behalf only.

This indemnity to Your subcontractors is subject to the standard terms and conditions of Your Policy and no indemnity will be provided if the Subcontractor is not working solely and directly under Your contract and instructions.

We reserve the right of subrogation against any Subcontractor not meeting these requirements or any Subcontractor separately insured under its own applicable Cargo Transit or Carrier Liability insurance policy.

## CONDITIONS SPECIFIC TO ALL SECTIONS OF THIS POLICY PRODUCT 3

### 1. Reasonable Care

In addition to the General Conditions that apply to Your Policy at Your own expense, You and any person acting on Your behalf must:

- (a) exercise reasonable care and take precautions and use all due diligence to prevent loss of or damage to Freight;
- (b) maintain all premises, plant, equipment (including protective devices) and everything used in Your Business in proper repair and in a sound working condition.

### 2. Change of Freight Task

During the term of this Policy Product 3, You must give Us immediate written notice if Your Freight task that You previously disclosed to Us, changes to Livestock or refrigerated goods carriage. We shall not be liable for any claim after such a change, unless We previously agreed to the change in writing.

### 3. Conveying Vehicle Maintenance

You must maintain the Conveying Vehicle and any devices used to protect, secure or lift the Freight in a sound working condition. You must act with reasonable care in all circumstances within Your control by ensuring such Conveying Vehicle or devices are in proper repair and sound condition and are of a suitable kind for the purpose for which they are to be used.

### 4. Notification of Loss

When You suffer a loss claimable under this Policy Product 3, You, or anyone acting on Your behalf, must also tell Us all the details of the loss. This information should be provided to Us with the issued consignment note, Freight invoice, correspondence with parties related to the Service and letter of demand from the Customer.

### 5. Tax Provisions

Notwithstanding the payment provisions contained in this Policy Product 3, We will pay the claimant or payee in respect of the cost of repairs or replacement to make good the loss, the amount(s) payable as detailed in this Policy Product 3:

- (a) plus the amount of any GST due in respect of the payment, where the claimant or payee cannot claim an Input Tax Credit; or
- (b) less any input tax credits available to the claimant or payee in respect of the payment, where the claimant or payee can claim an Input Tax Credit.

### 6. Original Annual Premium & Annual Adjustment

You must pay the Original Annual Premium specified in Your Policy Schedule in relation to this Policy Product 3. At the end of each Period of Insurance, We reserve the right to seek from You the actual gross Freight earnings during the Period of Insurance after which We will advise You of any adjustment to the Original Annual Premium applicable for the expiring Period of Insurance. In the case of an increase You must pay Us that increase within 30 days of Our notification of such increase to You. The figures for the actual gross Freight earnings must be supplied to Us within 30 days of Our request to You and be certified by Your professional accountant or auditor. Any government taxes or duties applicable shall be payable in addition to the Original Annual Premium or annual adjustment.

No adjustment will be required to the Original Annual Premium if:

- (a) the Original Annual Premium is \$1,000 or less, or
- (b) the Original Annual Premium is more than \$1,000 but less than \$20,000, and the actual gross Freight earnings vary by no more than 10% from Your estimate of gross Freight earnings,

in which event no certification will be required by Us and the Original Annual Premium shall be regarded as the agreed premium.

## 7. Admission of Liability

You must make no admission of liability or repudiate or settle a claim or take any action which may be considered to be an admission of liability without Our prior written consent. If You do, You will be in breach of Your Policy and We may refuse to pay Your claim.

**Where the Insurance Contracts Act 1984 applies,** we may be entitled to reduce Our liability under the contract in respect of a claim, or, in certain circumstances, We may cancel the Policy or declare it never existed because it was not properly entered into. If Your non-disclosure was fraudulent, We may also have the option of avoiding the contract from the beginning.

# EXCLUSIONS SPECIFIC TO ALL SECTIONS OF THIS POLICY PRODUCT 3

We **will not pay** for:

## 1. Asbestos

loss or damage or 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.

## 2. Certain Causes of Loss

loss or damage to the Freight resulting from:

- (a) mechanical, electrical and/or electronic breakdown of or malfunction to the insured Freight;
- (b) ordinary wear and tear or natural depreciation;
- (c) delay;
- (d) inherent vice or nature of the insured Freight;
- (e) consequential losses;
- (f) mildew;
- (g) vermin;
- (h) defective packaging;
- (i) ordinary leakage, ordinary loss in weight or volume;
- (j) unexplained loss, mysterious disappearance and/or shortage deduced solely from an inventory computation;
- (k) gradual deterioration; or
- (l) indirect loss.

## 3. Excluded Freight

loss or damage to:

- (a) bullion, precious stones, cash or securities, cigarettes or other tobacco based products, spirits, precious metal objects, precious jewellery, valuable works of art;

- (b) furniture, appliances and related domestic goods belonging to a householder;
- (c) birds (except poultry);
- (d) horses;
- (e) bloodstock, breeding, stud or prize animals or other animals (other than Livestock);
- (f) Livestock, unless otherwise specified in Your Policy Schedule;
- (g) any property owned by You (unless declared and accepted by Us and specified in Your Policy Schedule).

## 4. Dismantling Assembly Testing or Fabrication

loss or damage to Freight arising out of dismantling, assembly, testing or fabrication of Freight.

## 5. Damage to Motor Vehicles

Your legal liability to pay for loss of or damage to motor vehicles, caused whilst any such motor vehicle is being towed or being moved on its own wheels or under its own power by You or any person acting on Your behalf (unless otherwise specified in Your Policy Schedule).

## 6. Weight

Your legal liability for loss or damage to the insured Freight caused by or arising out of:

- (a) the weight of the Freight transported exceeding the carrying capacity for which the Conveying Vehicle was designed, constructed, registered or licensed (whichever is the lesser); or
- (b) the weight of the Freight transported exceeding that permitted by law, regulation, permit or advisory sign,

unless You can prove that the overloading was accidental and could not be reasonably known, detected and prevented by You.

## 7. Dimensions

Your legal liability for loss or damage to the insured Freight caused by or arising out of:

- (a) the dimension of Freight; or
- (b) the configuration of the Conveying Vehicle;

being greater than that permitted by law, regulation, permit or advisory sign, unless You can prove that the excess dimension or excess configuration was accidental and could not be reasonably known, detected and prevented by You.

## 8. Licensing

Your legal liability for loss or damage caused by or arising out of the Conveying Vehicle carrying the Freight being driven by any person (including You) who is not licensed or authorised to drive the Conveying Vehicle 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 so licensed or authorised to do so by law.

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

Your legal liability for loss or damage caused by or arising out of the Conveying Vehicle carrying the Freight being driven by or is in the charge 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 the Conveying 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 the Conveying 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 the Conveying 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 the Conveying Vehicle was or would be driven by or in charge of a person so affected or so behaving.

## 10. Out of Radius

Loss, damage or liability incurred or caused to Freight whilst Your Conveying Vehicle is being operated on an Out of Radius Journey,

Provided that this Exclusion shall not apply if:

- (a) (i) You prove that Your Out of Radius Journey was a one-off event that was not part of Your normal operations; and
  - (ii) We have requested and You have supplied to Us within 30 days of Our request Your records of all journeys on which all Motor Vehicles described in Your Policy Schedule have been operated for such period as We shall at our discretion require; and
  - (iii) You pay an additional Excess of \$5,000 in addition to the standard Policy Excess shown in Your Policy Schedule;
- or
- (b) We have approved Your Out of Radius Journey prior to its commencement and You have agreed:
    - (i) to pay Us such an additional amount of premium as We shall notify to You; and
    - (ii) to be bound by such further terms, conditions and exclusions as We shall notify to You prior to the commencement of the Out of Radius Journey, including but not limited to an additional Excess in addition to the standard Policy Excess shown in Your Policy Schedule and an age restriction for the driver nominated to undertake the Out of Radius Journey (if applicable).

“**Out of Radius Journey**” for the purposes of this exclusion only is a journey where any part of the destination is or was in excess of the nominated radius from Your base of operations specified in Your Policy Schedule.

## Product 4

# BUSINESS INTERRUPTION INTRODUCTION

## The Cover

This Policy Product does not apply unless it is noted on Your Policy Schedule. Please note – NTI Transport Package is subject to common terms, definitions and exclusions as outlined in “NTI Transport Package Common Terms”.

This Policy Product 4 provides for payment of a Weekly Benefit if Your claim for Loss or Damage to Your Vehicle has been accepted under the Vehicle Policy.

## DEFINITIONS SPECIFIC TO THIS POLICY PRODUCT 4

Word	Meaning
<b>Benefit Period</b>	means the number of weeks selected by You (as specified in Your Policy Schedule).
<b>Indemnity Period</b>	<p>means the period of time that:</p> <ul style="list-style-type: none"><li>(a) commences from the date You notify Us, (Commencement Date), of the Accident to Your Vehicle insured with Us (for the Benefit Period nominated in Your Policy Schedule, and</li><li>(b) ends at either the Repair Completion Date, Replacement of the Vehicle Date or Total Loss Settlement Date;</li></ul> <p>but in no circumstances will the Indemnity Period exceed the Benefit Period.</p> <p>However:</p> <ul style="list-style-type: none"><li>(1) Where You have not presented Your Vehicle to Us for assessment, the Indemnity Period Commencement Date will not commence until the day that You do present Your Vehicle for assessment, or</li><li>(2) Where We have authorised repairs, and You have not presented Your Vehicle for those repairs within 2 business days, then the Indemnity Period Commencement Date will not commence (after that 2nd business day) until the day that You present Your Vehicle for Repairs; or</li><li>(3) if You have requested removal of Your Vehicle to a place of repair other than the nearest repairer agreed to by Us (which is more than 100 kilometres from the original agreed repairer), then the Benefit Period shall cease from the date of removal from the agreed repairer and recommence from the date of arrival of Your Vehicle at that alternate repairer, subject to (1) and (2) above.</li></ul> <p>Regardless, if You have elected to have a Waiting Period, then Your Benefit Period will begin immediately after that Waiting Period has concluded.</p>
<b>Loss or Damage</b>	means actual physical damage to Your Vehicle covered under Your Vehicle Policy.
<b>Maximum Benefit</b>	means Weekly Benefit (for Your Vehicle for which the benefit is payable), multiplied by the Benefit Period.



<b>Repair Completion Date</b>	means the date We or the repairer (whichever is the first) informs You that Your Vehicle is repaired and is available for collection by You.
<b>Replacement Vehicle</b>	means the Vehicle You elected to accept as settlement for replacement of the Vehicle subject to Total Loss under Your Vehicle Policy claim.
<b>Replacement of the Vehicle Date</b>	means the date We or the manufacturer or supplier (whichever is the first) informs You that Your Replacement Vehicle is available for collection by You.
<b>Total Loss</b>	means Your Vehicle is destroyed or so damaged as to cease to be a Vehicle or Your Vehicle is so damaged that it is beyond economic repair
<b>Total Loss Settlement Date</b>	means the date We issue funds payable to You (and/or other interested parties) in settlement of Your claim under Your Vehicle Policy with Us.
<b>Waiting Period</b>	means the number of weeks specified in Your Policy Schedule before which Your Benefit Period commences.
<b>Week</b>	means each period of seven days of the Indemnity Period.
<b>Weekly Benefit</b>	means the amount selected by You (as specified in Your Policy Schedule).
<b>Vehicle</b>	means the vehicles as specified in Your Policy Schedule for Policy Product 4.
<b>Vehicle Policy</b>	means Section 1 of Policy Product 1 of Your Policy.

# CONDITIONS SPECIFIC TO THIS POLICY PRODUCT 4

## 1. When We Will Not Insure You

- A. We will not insure You under this Policy Product 4 unless Your Vehicle is also insured under the Vehicle Policy.
- B. Where Your Vehicle ceases to be insured for Loss or Damage under the Vehicle Policy, then Cover under this Policy Product 4 is cancelled for Your Vehicle. We will refund premium in accordance with the terms of General Condition 3 of the Common Terms.
- C. Where Your Vehicle is settled as a Total Loss under Your Vehicle policy and we have finalised your claim for that Vehicle under this Policy Product 4, then Cover for that Vehicle under this Policy Product 4 is cancelled without refund of premium.

## 2. Change in Ownership

Where Your Vehicle is sold or transferred to new ownership, then Cover over that Vehicle is cancelled from the time of the sale or transfer. We will refund premium in accordance with the terms of General Condition 3 of the Common Terms.

# YOUR COVER UNDER THIS POLICY PRODUCT 4

## 1. How We Will Settle Your Claim

If Loss or Damage to a Vehicle, specified in Your Policy Schedule of this Policy Product 4, is accepted by Us as a claim under Your Vehicle Policy, then:

We **will pay** You, the Weekly Benefit for each completed Week plus/or one-seventh of the Weekly Benefit for each completed day where the Indemnity Period is less than a Week, subject to the Maximum Benefit applicable under Your Policy Schedule and for a period no greater than the Indemnity Period, provided the Loss or Damage to the Vehicle under Your Vehicle Policy claim, that gives rise to a claim under this Policy Product 4, occurred during the Period of Insurance.

## 2. Optional Benefit:- Claim Instalment Payments

If We have accepted indemnity for You under this Policy Product 4, Our first payment to You will be made within 14 days from the date the claim has been accepted. Each subsequent payment We are required to make will be made every 7 days, thereafter.

## 3. Additional Benefit:

### (a) Repair rework required

If Your Vehicle is returned to a repairer for repair rework and We have authorised those repairs under Your Vehicle Policy, We will continue to pay Your Weekly Benefit remaining under the original claim for which the Vehicle repair is being reworked, up to the Maximum Benefit, whilst Your Vehicle is having rework completed. The Waiting Period does not apply to this additional benefit.

### (b) Waiting Period reduction

Where an Accident occurs that results in a claim indemnified under this Policy Product 4, then We will reduce the Waiting Period to zero if the Accident is;

- (a) Impact by aircraft or part thereof to the Vehicle, or
- (b) An act of Terrorism to the Vehicle, or involves;
- (c) The loss of the Vehicle from a water vessel transporting it, or
- (d) The death of the driver (or a family member) in the Vehicle at the time of the Accident.

# EXCLUSIONS SPECIFIC TO THIS POLICY PRODUCT 4

## We will not pay:

1. the Weekly Benefit during the Waiting Period.
2. the Weekly Benefit after:
  - (a) the Repair Completion Date;
  - (b) the Replacement of Vehicle Date;
  - (c) the Total Loss Settlement Date.
3. if the Loss or Damage to Your Vehicle is less than the Vehicle Policy Excess for Your Vehicle.
4. if the Vehicle is partially or totally destroyed by fire (not caused by an impact or collision) or is stolen.
5. if you elect to control, handle or complete the repairs to Your Vehicle Yourself.
6. if Your Vehicle is insured or indemnified (by a commercial motor vehicle policy) by any insurer other than Us.
7. for any loss(es) or expense(s) incurred attributable to any overhauls, inspections, modifications or non claim related work performed on Your Vehicle whether carried out in conjunction with the claimed repairs to Your Vehicle or not.
8. for any third party legal liability, including but not limited to fines, penalties, damages for breach of contract, common law or statute, whether or not attributable to the Loss or Damage to Your Vehicle.
9. for loss attributable to any business of Yours being wound up or carried on by a liquidator or receiver or otherwise being permanently discontinued.
10. if Your Vehicle was being hired out, without Your driver, at the time of the Loss or Damage to Your Vehicle.
11. if Your Vehicle was in the possession of another person or party for the purpose of sale, at the time of the Loss or Damage to Your Vehicle.
12. if Your legal or equitable interest in Your Vehicle ceases, or Your Vehicle is seized or taken possession of by any person lawfully entitled to do so.
13. if Your Vehicle was being used for illegal purposes with Your consent at the time of the Loss or Damage to Your Vehicle.

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