

# Transport Operators

**QBE Insurance (Australia) Limited**

Product disclosure statement and  
motor vehicle, marine carriers and liability insurance policy



## CONTENTS

<b>About this booklet</b>	<b>2</b>	Sub section 2(b): Carriers legal defence cover – Carriers using approved terms and conditions (consignment note)	19
Updating our PDS	2	What you are insured against	19
About QBE Australia	2	Additional benefits that apply to all of Section 2	19
<b>Important information</b>	<b>3</b>	Other claims conditions	20
<b>Duty of disclosure</b>	<b>3</b>	When you are not covered – Exclusions applying to Section 2	20
<b>Privacy</b>	<b>3</b>	Additional conditions applying to this section	20
<b>Significant benefits and features</b>	<b>4</b>	<b>How much we pay</b>	<b>20</b>
<b>Significant risks</b>	<b>5</b>	<b>Section 3: Liability</b>	<b>21</b>
<b>The cost of this Policy</b>	<b>5</b>	Words with special meanings – Definitions which apply to Section 3 of this Policy	21
<b>How to make a claim</b>	<b>5</b>	What you are insured against	22
<b>Cooling off information</b>	<b>5</b>	Sub section 3(a): Liability	22
<b>The General Insurance Code of Practice</b>	<b>6</b>	Sub section 3(b): Defence of claims	22
<b>Dispute resolution</b>	<b>6</b>	What we will pay	23
<b>Financial claims scheme</b>	<b>6</b>	Additional benefits	23
<b>Policy Wording</b>	<b>7</b>	What you must pay if you make a claim – Excess	23
<b>Our agreement with you</b>	<b>7</b>	When you are not covered	23
<b>Your Policy</b>	<b>7</b>	Exclusions applying to Section 3: Liability	23
<b>Paying your premium</b>	<b>7</b>	<b>General exclusions</b>	<b>25</b>
<b>Taxation implications</b>	<b>7</b>	Sanction limitation and exclusion clause	26
<b>Preventing our right of recovery</b>	<b>7</b>	Additional exclusions	26
<b>Other party's interests</b>	<b>7</b>	<b>General conditions</b>	<b>26</b>
<b>Providing proof</b>	<b>7</b>	<b>Claims</b>	<b>27</b>
<b>A claim may be refused</b>	<b>7</b>		
<b>Changing your Policy</b>	<b>8</b>		
<b>Cancelling your Policy</b>	<b>8</b>		
<b>Words with special meaning</b>	<b>8</b>		
<b>Section 1: Commercial Vehicles</b>	<b>8</b>		
Sub section 1(a): Loss, damage or theft of your vehicle	9		
What you are insured against	9		
What we will pay	9		
Sub section 1(b): Third party liability - (applicable to registered vehicles only)	10		
What you are insured against – Damage to property	10		
What you are not insured against	10		
Additional benefits	11		
What you must pay if you make a claim – Excess	13		
When you will not have to pay an excess	14		
When you are not covered	14		
<b>Section 2: Marine Carriers</b>	<b>16</b>		
Words with special meanings – definitions which apply to Section 2 of this Policy	16		
Sub section 2(a): Basic cover – available for all carriers	17		
Insured events	17		
Additional benefits	18		
Livestock risks additional benefits	19		

We understand how important it is to be comfortable with your cover so we are glad you chose QBE to take care of your insurance. As the largest Australian owned general insurer and reinsurer, we have been taking care of the insurance needs of Australians since 1886. Safe, strong and secure, you can be confident you've made a great choice.

Inside, you will find the information you need to know about your Policy. We explain what your Policy covers, information about discounts and excesses and importantly, how to make a claim. Remember, whether you call us for a quote, or to report a claim, or to change your details, you can rely on our friendly team to help you.

Please take the time to read through this booklet and if you have any questions or need more information, please contact your financial services provider.

Thank you for making QBE your first choice.

## About this booklet

This booklet is a Product Disclosure Statement (PDS) and is also the Policy Wording. Other documents may comprise the PDS and we will tell you if this is the case in the relevant document.

This booklet has two (2) parts: Important Information to help you understand the insurance, and the Policy Wording, which sets out terms and condition of the cover provided. It is up to you to choose the cover you need. Any advice in this booklet is general in nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if it is right for you.

## Updating our PDS

We may update the information contained in this PDS when necessary. A paper copy of any updated information is available to you at no cost by calling us. We will issue you with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain or renew this insurance.

## About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide insurance solutions that are focused on the needs of policyholders.

QBE is a respected name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

## Important information

The information provided in this section includes high level information about the options in cover you can choose from, as well as factors that affect the cost, our dispute resolution process, your duty of disclosure, cooling off rights, how to make a claim and other relevant information.

The Policy Wording section sets out the detailed terms, conditions and exclusions relating to the insurance.

If we issue you with a Policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Wording.

The Policy Wording and Policy Schedule form your legal contract with us so please keep them in a safe place for future reference. You should check the Policy or Renewal Schedule when you receive it to ensure it accurately states what you have insured.

If you require further assistance or information about this product, please contact your financial services provider.

## Duty of disclosure

### New business

#### What you must tell us

When answering our questions, you must be honest and you have a duty under the law to tell us anything known to you, and which a reasonable person in the circumstances would include in answer to the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under this insurance and on what terms.

#### Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else who is an insured under this insurance.

#### If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel your insurance. If you answer our questions fraudulently, we may refuse to pay a claim and treat the insurance as never having worked.

### Renewals, variations, extensions and reinstatements

Once your insurance is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your insurance, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under this insurance, and if so, on what terms.

You do not have to tell us about any matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or should know or, in the ordinary course of our business, we ought to know;
- as to which compliance with your duty is waived by us.

### Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the insurance in respect of a claim or may cancel the insurance.

If your non-disclosure is fraudulent, we may also have the option of avoiding the insurance from its beginning.

### You must disclose to us all previous claims

You are asked at the time you take out this insurance to give us full and correct details concerning any:

- renewal or insurance policy declined, cancelled or refused, or where any excess was imposed;
- claim refused by an insurer;
- claim made;
- criminal conviction or finding of guilt for an offence,

in relation to you and your family because any of these may affect the premium and extent of insurance.

For example, we may be entitled to:

- charge you an additional premium;
- impose (back-dated) restrictions including declining your insurance back to when this information should have been provided;
- decline to insure your building, contents or valuables;
- refuse a claim.

When renewing your Policy with us you must also advise us of any changes to your:

- claims;
- insurance; or
- criminal history.

We will notify you in writing of the effect a change may have on your renewal.

## Privacy

All companies in the QBE Group are committed to safeguarding your privacy and the confidentiality of your personal information. QBE collects only that personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claim made by you. QBE will only use and disclose your personal information for a purpose you would reasonably expect. We will request your consent for any other purpose.

Without this personal information we may not be able to issue insurance cover, administer your insurance or process your claim. Our aim is to always have accurate and up-to-date information. When you receive a Policy Schedule, Certificate of Insurance, Renewal or other document from us, you should contact us if the information is not correct.

QBE uses the services of a related company located in the Philippines to provide Call Centre sales and claims handling, accounting and administration services to QBE in Australia.

QBE or our authorised agent may collect or disclose your personal information from or to:

- any person authorised by you;
- a mail house, records management company or technology services provider (for printing and/or delivery of mail and email, including secure storage and management of our records). These companies may be located or the records stored using 'Cloud' technology overseas, including in India, Ireland, USA or the Netherlands;
- a financier whose name appears on your Policy Schedule (for the purpose of confirming the currency of your Policy or when you have a claim and the insured property is a total loss, to confirm if the financier has a current interest);
- an organisation that provides you with banking facilities (for the purpose of arranging direct debit or other payment transactions or confirming payments made by you to us);
- a financial services provider or our agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- another person named as a co-insured on your Policy (for the purpose of confirming if full disclosure has been made to us);
- another insurer (to obtain confirmation of your no claim bonus or to assess insurance risks or to assist with an investigation);
- our reinsurer that may be located overseas (for the purpose of seeking recovery from them);

- a dispute resolution organisation such as the Financial Ombudsman Service (for the purpose of resolving disputes between QBE and you or between QBE and a third party);
- a company to conduct surveys on our behalf for the purpose of improved customer services; and
- an insurance reference bureau (to record any claims you may make upon us).

In addition to the above, in the event of a claim, QBE or our authorised agent may disclose your personal information:

- to a repairer or supplier (for the purpose of repairing or replacing your insured items);
- to an investigator, assessor (for the purpose of investigating or assessing your claim);
- to a lawyer or recovery agent (for the purpose of defending an action by a third party against you or recovering our costs including your excess or seeking a legal opinion regarding the acceptance of a claim);
- to a witness to a claim (for the purpose of obtaining a witness statement);
- to another party to a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information (about you) may also be obtained from the above people or organisations.

In addition we will:

- give you the opportunity to find out what personal information we hold about you and when necessary, correct any errors in this information. Generally we will do this without restriction or charge; and
- provide our dispute resolution procedures to you, should you wish to complain about how we handle your personal information.

To obtain further information about our Privacy Policy, to request access to or correct your personal information, or to make a complaint please email: [complaints@qbe.com](mailto:complaints@qbe.com).

## Significant benefits and features

The following is a summary of the cover provided in the Policy. Full details of the cover, exclusions and additional cover you can arrange is provided in Policy Wording. There are also exclusions that limit cover in certain circumstances. Please read the details carefully to make sure it matches your expectations.

Description of cover provided	Additional extras you can request
<b>Section 1: Commercial motor</b>	
<b>Section 1(a)</b> Accidental loss or damage to your vehicle including: <ul style="list-style-type: none"> <li>• theft</li> <li>• attempted theft</li> </ul>	<ul style="list-style-type: none"> <li>• dangerous goods limit increase</li> <li>• radius increase</li> <li>• non owned trailer limit increase</li> <li>• tools and equipment cover</li> <li>• hire vehicle costs following an accident</li> <li>• protected no claim discount</li> <li>• windscreen excess protection</li> </ul>
<b>Section 1(b) for registered vehicles only</b> Accidental damage to property belonging to others caused by or arising from: <ul style="list-style-type: none"> <li>• the use of your vehicle</li> <li>• goods falling from your vehicle</li> </ul>	

Description of cover provided	Additional extras you can request
<b>Additional benefits depending on the type of cover you have selected:</b>  <b>All types of cover within Section 1(a):</b> <ul style="list-style-type: none"> <li>• breach of conditions</li> <li>• removal of debris up to \$50,000</li> <li>• fire brigade/emergency services charges up to \$20,000</li> <li>• choice of repairer</li> </ul>	These additional benefits are included at no extra cost
<b>All types of cover within Section 1(b):</b> <ul style="list-style-type: none"> <li>• third party liability to \$32,500,000               <ul style="list-style-type: none"> <li>◦ property damage</li> <li>◦ substitute vehicle cover</li> <li>◦ employer's or principal's liability</li> <li>◦ supplementary bodily injury</li> <li>◦ legal costs</li> </ul> </li> <li>• transportation of dangerous goods \$1,000,000</li> <li>• pollution clean up costs \$1,000,000</li> </ul>	
<b>Comprehensive cover:</b> <ul style="list-style-type: none"> <li>• towing costs</li> <li>• emergency repairs up to \$3,000</li> <li>• redelivery following repairs up to \$5,000</li> <li>• recovery costs following theft up to \$5,000</li> <li>• driver repatriation following accident or theft up to \$5,000</li> <li>• automatic additions up to \$300,000</li> <li>• sign writing replacement</li> <li>• maritime liability</li> <li>• waiver of subrogation</li> <li>• new vehicle replacement up to twenty four (24) months</li> <li>• agreed sum insured</li> <li>• hire cost following theft up to \$5,000</li> <li>• driver's personal property up to \$3,000</li> <li>• lease, hire purchase, plus 25%</li> <li>• non owned trailers up to \$75,000</li> <li>• funeral expenses up to \$10,000</li> <li>• locks and keys up to \$5,000</li> <li>• tyre replacement</li> <li>• no claim discount</li> <li>• faultless no claim discount</li> <li>• driver accident compensation</li> <li>• windscreen claim benefit</li> <li>• repair guarantee</li> <li>• vehicle recovery costs \$20,000</li> <li>• Removal of load following accident \$25,000</li> </ul>	These additional benefits are included at no extra cost
<b>Section 2: Marine carriers</b>	
<b>Section 2(a)</b> Cover for goods carried in the course of transit: <ul style="list-style-type: none"> <li>• accidental loss or damage</li> <li>• legal liability for insured events</li> <li>• non-refrigerated goods</li> <li>• refrigerated goods</li> <li>• livestock</li> </ul>	

Description of cover provided	Additional extras you can request
<b>Section 2(b)</b> <ul style="list-style-type: none"> <li>cover for legal defence for carriers using an approved consignment note</li> </ul>	
<b>Additional benefits 2(a)</b> <ul style="list-style-type: none"> <li>accumulation clause</li> <li>miscellaneous equipment up to \$25,000</li> <li>on-forwarding clause up to \$10,000</li> <li>re-securing up to \$5,000</li> <li>tailgate clause</li> <li>additional expenses up to 20% of the limit of liability</li> <li>mismanagement/ failure of refrigerating machinery</li> <li>loading/ unloading</li> <li>non delivery</li> <li>rain water damage</li> <li>shedding of load</li> <li>theft</li> </ul> <b>Livestock risks</b> <ul style="list-style-type: none"> <li>agistment expenses up to \$25,000</li> <li>collapse of decks</li> <li>mustering costs up to \$25,000</li> <li>wandering off clause</li> </ul> <b>Additional benefits for all of Section 2</b> <ul style="list-style-type: none"> <li>acquired companies</li> <li>packaging up to \$50,000</li> <li>removal of debris/clean up costs up to \$50,000</li> </ul>	These additional benefits are included at no extra cost
<b>Section 3: Liability</b>	
<b>Section 3(a)</b> Legal liability to pay compensation for: <ul style="list-style-type: none"> <li>personal injury</li> <li>property damage</li> <li>advertising liability</li> </ul>	
<b>Section 3(b)</b> Defence of claims relating to: <ul style="list-style-type: none"> <li>personal injury</li> <li>property damage</li> <li>advertising liability</li> <li>and when indemnity is available under this section of the Policy</li> </ul>	
<b>Additional benefits</b> Penalties up to \$250,000	This additional benefit is included at no extra cost

## Significant risks

This product may not match your expectations (for example, because an exclusion applies). You should read the Important Information and the Policy Wording in this booklet carefully. Please ask your financial services provider if you are unsure about any aspect of this Policy.

## Your sum insured may not be adequate

Section 1: It is important that your vehicle and all its accessories are insured for their current market values as our liability is limited to the sum insured you declare to us or the market values of your vehicle and all its accessories, whichever the lesser and the limit of liability for Marine carriers (Section 2) and Liability (Section 3) as per the limit of liability noted in the Policy or on the Policy Schedule.

## Overdue premium

You must pay your premium on time otherwise your Policy may not operate.

If you pay an annual premium and you have not paid by the due date or your payment is dishonoured, or, if you pay your premium by instalments and your first instalment payment is dishonoured, this Policy will not operate and there will be no cover.

If you pay your premium by instalments and any instalment remains unpaid for:

- fourteen (14) days or more we may refuse to pay any claim
- one (1) month or more we may cancel this Policy.

For more detailed information regarding payment options refer to the section headed 'Paying your premium' in the Policy Wording.

## The cost of this Policy

The total premium is the amount we charge you for this Policy. It includes the amount we have calculated for the risk and the taxes and government charges applicable. The premium will be shown on the Policy Schedule.

When calculating the premium we take a number of factors into account. These factors and the degree to which they affect the premium will depend on the information you give us, and the level and type of cover you choose. The main factors that impact your premium include:

- type of cover selected
- the make, model and type of the insured vehicle
- previous insurance and claims history of the insured person and any drivers you have told us about
- radius of operation from the home base of your vehicle.

Premium payments can be made annually or by instalments. You should arrange your method of payment through your financial services provider. A quote for premium may be obtained from your financial services provider.

## How to make a claim

Please contact your appointed financial services provider to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided in the 'Claims' section at the end of this booklet.

In an emergency outside normal business hours you may ring our emergency service on 1800 023 387 for assistance.

## Cooling off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your financial services provider electronically or in writing within twenty one (21) days from the date the Policy commenced.

This cooling off right does not apply if you have made or are entitled to make a claim. Even after the cooling off period ends, you still have cancellation rights however your financial services provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

## The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice.

The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

## Dispute resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention. We have a complaints and dispute resolution procedure which undertakes to provide an answer to your complaint within fifteen (15) working days.

If you would like to make a complaint or access our internal dispute resolution service please contact your nearest QBE office and ask to speak to a dispute resolution specialist. If you are not happy with our answer, or we have taken more than fifteen (15) working days to respond, you may take your complaint to the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

FOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to you. QBE is bound by the determination of FOS but the determination is not binding on you.

## Financial claims scheme

This Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from APRA - [www.apra.gov.au](http://www.apra.gov.au) or 1300 55 88 49.

## Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035, AFS Licence No. 239545 of Level 5, 2 Park Street, Sydney NSW 2000.

## Our agreement with you

This Policy is a legal contract between you and us. You pay us the premium and we provide you with the cover you have chosen as set out in the Policy, occurring during the period of insurance shown on your Policy Schedule or any renewal period.

The limits of cover applying to the cover selected by you and the amount of any excess that applies to your Policy, is shown on your Policy Schedule.

## Your Policy

Your Policy consists of the Policy Wording in this booklet and the Policy Schedule we give you. Please keep them in a safe place for future reference.

Please check the Policy Schedule details to ensure it accurately states what you have insured. Be sure to check that the sum insured for the various areas of cover are adequate.

If you need any further information about any part of your Policy, please ask us or your financial services provider.

## Paying your premium

Your financial services provider offers one or more of the following payment methods:

- one annual payment by cash, cheque, credit card or EFTPOS, or
- instalments by direct debit from your credit card or from your account with your financial institution. These instalments may be made:
  - monthly,
  - quarterly, or
  - half yearly.

The frequency of payment you have chosen will be shown on your Policy Schedule.

### Annual premium

Paying your premium on time is important because it affects your insurance. If you are paying your premium annually in one payment, and you have not paid by the due date or your payment is dishonoured, this Policy will not operate and there will be no cover.

### Instalment payments

If you are paying your premium by instalments, we will specify on your Policy Schedule when we will deduct the first instalment. Thereafter, instalment payments will be debited on the date or frequency you have nominated. If you are paying your premium in instalments by direct debit from your credit card or financial institution account, you must tell us if these details change no later than seven (7) days before your next instalment is due. We will not pay a claim under this Policy if, at the time the claim occurred, any premium instalment has remained unpaid for one (1) month or more.

If any instalment of premium has remained unpaid for one (1) month, we may cancel this Policy. However, we will send you a notice confirming the action we intend to take and when any cancellation will become effective.

## Taxation implications

The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.

When we pay a claim, your GST status will determine the amount we pay.

When you are:

- (a) not registered for GST, the amount we pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST;
- (b) registered for GST, we will pay the sum insured/limit of indemnity or the other limits of insurance and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a Damaged item insured under the Policy) we will pay for the GST amount.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number & Taxable Percentage.

Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured/limit of indemnity or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

## Preventing our right of recovery

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

## Other party's interests

You must tell us of the interest of all parties (e.g. financiers, lessors or owners) who will be covered by this insurance. We will protect their interests only if you have told us about them and we have noted them on your Policy Schedule.

## Providing proof

So that your claim can be assessed quickly you should keep the following:

- receipts or other confirmation of the purchase of your vehicle and any accessories, and
- all service and repair records.

We may ask you for these if you make a claim. You must be able to prove to us that you have suffered a loss that is covered by this Policy before we will pay you for it.

## A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Policy conditions, if you do not comply with your duty of disclosure, or if you make a fraudulent claim.



## Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it; and
- we give you a new Policy Schedule detailing the change.

## Cancelling your Policy

### How you may cancel this policy

- You may cancel this policy at any time by telling us in writing that you want to cancel it.
- Where 'you' involves more than one person, we will only cancel the policy when a written agreement to cancel the policy is received from all persons named as the insured.

### How we may cancel your policy

- We may cancel this policy in any of the circumstances permitted by law (e.g. failure to pay the premium by the due date) by informing you in writing
- We will give you notice in person or send it to your address (including an electronic address) last known to us.

Where you have paid your premium in advance of the date you wish to cancel from, we will refund to you the proportion of the premium for the remaining period of insurance. Unless directed otherwise by all insured, the refund will be made payable to all insured.

### Notices

Any notice we give you will be in writing, and it will be effective:

- If it is delivered to you personally; or
- It is delivered to you at your address (including an electronic address) last known to us.

It is important for you to tell us of any change of address as soon as possible.

## Words with special meaning

Some key words and terms used in this Policy have a special meaning. If words and terms are only used in one (1) section of the Policy, we will describe their special meaning in that section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Word or term	Meaning
Excess	the amount you must contribute to any claim you make under this Policy. Any applicable excess will be shown in your Policy Schedule, or in the Policy booklet.
Period of insurance	The period shown in the Policy Schedule.
Policy Schedule	The schedule of insurance, or any future renewal schedule, or endorsement schedule.
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035 AFS Licence Number 239545 of 82 Pitt Street, Sydney 2000.
Your vehicle	any type of machine on wheels or self laid track made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine that is owned, hired, leased, rented,

Word or term	Meaning
	loaned, borrowed or used by you in connection with your business of a Road Transport Operator. The vehicle is described on the policy schedule.
You, your	<p>the person(s), companies or firms named on the current Policy Schedule as the Insured including, as if they were you:</p> <ol style="list-style-type: none"> <li>1. all the subsidiary companies (now, previously or subsequently constituted) of the named insured specified in the Policy Schedule provided their places of incorporation are within Australia or any Territory of Australia</li> <li>2. every director, executive officer, employee, volunteer, work experience student, partner or shareholder of you or of the parties shown in paragraph (1) above, but only while acting within the scope of their duties in such capacity</li> <li>3. every principal, in respect of that principal's vicarious liability for the acts or omissions of you or of the parties shown in paragraph (1) in the performance by them of work for that principal, but subject always to the extent of coverage and the limit of liability provided by this Policy</li> <li>4. each partner, joint venture, co-venture or joint lessee of the Insured named in the Policy schedule but only: <ul style="list-style-type: none"> <li>• if the Insured named in the Policy Schedule assumes active control of, or is required to arrange insurance for the partnership, joint venture, co-venture or joint lease; and</li> <li>• with respect to liability incurred as the partnership, joint venture, co-venture or joint lease;</li> </ul> </li> <li>5. every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with your consent (other than one of the parties shown in paragraphs 3 or 4 above) in respect of claims arising from their duties connected with the activities of any such club, organisation or service,</li> <li>6. any director or senior executive of you or one of the parties shown in paragraph 1 above in respect of private work undertaken by your employees for such director or senior executive.</li> </ol> <p>However, you/your does not include the interest of any other person other than as described in this definition.</p>

## Section 1: Commercial Vehicles

### Words with special meanings - definitions which apply to Section 1 of this Policy

Some key words and terms used in this Section 1 have a special meaning.

If words and terms are only used in just one section of the Policy, we will describe their special meaning in that section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Word or term	Meaning
Airfield	an area of land set aside for the take-off, landing, taxiing, parking and maintenance of aircraft.
Airside	the section of an airfield where aircraft are situated and operated.
Dangerous goods	goods as defined by The Australian Code for the Transport of Dangerous Goods by Road and Rail.
Gross combination mass	the maximum legally allowed weight of your truck and trailer combination including the goods carried by that combination.
Gross vehicle mass	the maximum allowed weight of your vehicle and the goods it can legally carry.
Market value	the cash value of a vehicle of the same age, type and condition, in your local area, but excluding costs and charges for registration, stamp duty transfers and any dealer warranty costs.
Pollution	The presence in or introduction into the environment of a substance that causes or is likely to cause degradation of the land, resulting in actual or potential harm to the health or safety of human beings, animals or other terrestrial life or ecosystems.
Total loss	your vehicle will be declared a total loss if: <ul style="list-style-type: none"> <li>(a) the cost of repairing the vehicle plus the value of the salvage (if applicable) exceeds the sum insured or market value whichever is the lesser, or</li> <li>(b) your vehicle is stolen and not recovered within a reasonable period of time.</li> </ul> Both (a) and (b) above will be determined by us.

### Cover comes to an end following total loss

If we declare your vehicle a total loss and pay you the sum insured, market value or replace your vehicle, then this section will come to an end and you will no longer have any cover. This means you will not be entitled to make any further claim under this section and:

- where the premium has been paid in full for the period of insurance there will be no refund of any premium, or
- where the premium is paid by instalments, we are entitled to deduct from any claim paid or payable, the balance of the unpaid premium or instalments of premium.

Where this section covers more than one vehicle then this clause will only apply to the particular vehicle, which has been treated as a total loss.

Where we replace your vehicle with a new vehicle, as set out in 'Additional benefits - New Vehicle Replacement' and you choose to insure it with us and we accept the risk, a pro rata premium is payable.

### Types of cover

We offer different types of cover, as described below. The type of cover you have selected is shown on the Policy Schedule.

**1. Comprehensive** - Sub section 1(a) and 1(b) will operate.

This cover provides:

- (a) insurance against theft or accidental loss or damage to your vehicle

- (b) additional benefits - as set out in the 'Additional benefits - Sub section of 1(a)
- (c) insurance against legal liability for damage caused by your vehicle to the property of other people - as described in Sub section 1(b).

The causes of events not covered are described under 'When you are not covered'.

**2. Third party property damage** - Sub section 1(a) of this Policy does not apply. Sub section 1(b) will apply.

This cover provides insurance against legal liability for damage caused by your vehicle to the property of other people - as described in Sub section 1(b).

The causes or events not covered are described under 'When you are not covered'.

### This part contains the following sub sections:

1(a): Loss, damage or theft of your vehicle

1(b): Third party liability

Each of these Sub sections provide a different type of cover.

### Sub section 1(a): Loss, damage or theft of your vehicle

#### What you are insured against

We cover you against theft, attempted theft, accidental loss or damage to the following, occurring during the period of insurance depending on the type of cover you have selected:

- (a) your vehicle/s as declared to us at the commencement of any period of insurance,
- (b) original manufacturer's standard accessories, standard tools, standard appliances or standard options including built in radio receiver, CD and/or cassette player, air-conditioning, or any gate, chain, strap and tarpaulin attached to or within your vehicle,
- (c) any fixed (built in) unspecified accessories \$5,000 (limit \$2,500 per item) maximum any one event,
- (d) any additional equipment or accessories, provided they have been advised to us and we have agreed to cover them.

#### What we will pay

##### Basis of settlement

We will, at our option, repair, reinstate or pay the amount of the loss of or damage to your vehicle and items referred to in items (b), (c) and (d) above under 'What you are insured against', at the time of such loss or damage, provided such payment does not exceed the market value or the sum insured whichever is the lesser amount, depending on the cover stated on the Policy Schedule.

If it is necessary to repair your vehicle to a better condition than it was in before the loss or damage, then we may ask you to contribute the additional amount to repair it to the better condition.

We are entitled to replace damaged parts with new parts or used parts of similar age and condition to these being replaced.

##### Salvage

If your vehicle is declared a total loss and we pay according to the cover provided by this section, you must allow us, if we require, to take possession of your damaged vehicle. If we do not take possession of your damaged vehicle, you cannot abandon your responsibilities for it.

##### Unavailable parts

In the event of an incident covered under this section, should any part of your vehicle and/or other insured property become unavailable in Australia, we will reimburse you, in accordance with the basis of settlement under

'What we will pay - Basis of Settlement', but in no circumstances will we be liable for more than the cost of the parts plus the cost of freighting such parts by sea transport.

Should the cost of these parts plus the cost of the repairs exceed the sum insured or market value whichever is the lesser, we reserve the right to declare the vehicle a total loss.

### Financier

If your vehicle is the security for any finance agreement, then:

- we have the right to make claim payments to the financier, and
- any payment made to the financier will satisfy our obligation to you under this section for the amount paid.

## Sub section 1(b): Third party liability - (applicable to registered vehicles only)

### What you are insured against - Damage to property

#### Property damage

Provided your vehicle is registered in accordance with the requirements of State and or Territory laws, we will cover the amount you may be held legally liable to pay for accidental damage to property belonging to others occurring during the period of insurance, excluding goods being carried by you, caused by or arising out of:

- the use of your vehicle or any trailer attached to your vehicle, whether or not it belongs to you,
- goods falling from your vehicle,
- the transportation of dangerous goods as defined. The maximum amount we will pay under this clause is \$1,000,000 unless specified elsewhere in your Policy Schedule,
- any person who is driving, using or in charge of your vehicle with your permission as if they were you and provided they are not entitled to indemnity under any other policy or statute and provided such cover is not otherwise excluded.

#### Pollution cleanup costs

If there is no other indemnity available under this policy, cover is extended to include your legal liability to cleanup or pay cleanup costs following sudden or unforeseen pollution or contamination of water, land or the atmosphere following an event covered under the policy. The maximum amount we will pay under this clause is \$1,000,000.

#### Substitute vehicle

We cover your legal liability to pay for accidental damage to property (otherwise covered under this Sub section) by a vehicle being used by you as a substitute vehicle while your vehicle is being serviced, repaired or is not drivable.

We give you this benefit only if:

- one substitute vehicle is being used at any one time in place of your vehicle,
- the substitute vehicle is not already covered under another insurance policy, and
- the substitute vehicle is not owned by you and you have the owners permission to drive the vehicle.

#### Your employer's or principal's liability

We will cover the amount your employer, principal or partner may be held legally liable to pay for accidental damage to property (which is otherwise covered under this Sub section) while you are using your vehicle on their business as long as it is not a use that is excluded by this Policy.

### Your liability as principal

We will cover your legal liability to pay for accidental damage to property belonging to others in respect of any motor vehicle not owned or supplied by you or hired to you, which is in the charge of, or is being driven by a person authorised to use the motor vehicle on your behalf, and in connection with your business.

### Supplementary bodily injury

We will cover the amount which you, or any person driving, using or in charge of your vehicle with your permission may be held legally liable to pay by way of compensation for death or bodily injury to persons arising out of the use of your vehicle in Australian States and Territories only.

We do not cover legal liability for death or bodily injury to:

- you or any person driving, using or in charge of your vehicle
- an employee of yours or who is deemed by any law to be your employee, arising out of their employment with you.

We do not provide cover:

- if your vehicle is not registered
- if you or any person using your vehicle:
  - is wholly or partly covered under any compulsory statutory insurance scheme or accident compensation scheme, or
  - would have been entitled to be covered under any such scheme as it existed at the commencement date of the relevant period of insurance, even though there may have been a change in the law during that period of insurance, or
  - would have been entitled to be covered under any such scheme if it were not for the application of any excess or deductible applying under the scheme, or
  - would have been entitled to be covered under any such scheme had cover not been refused because you did not:
    - register your vehicle
    - apply for cover under the scheme
    - comply with a term or condition of the scheme
- if your vehicle is registered in the Northern Territory of Australia.

### Legal costs

We will cover your reasonable legal costs and expenses in defending or settling claims if you have our agreement in writing. We pay this in addition to the amount payable under 'Sub section 1(b)'.

### What we will pay

The maximum amount we will pay under the Third party liability, Sub section 1(b) in respect of all claims arising out of one incident or series of incidents arising out of one cause or event will not exceed:

- the amount stated in Sub section 1(b), for the transportation of dangerous goods \$1,000,000 or pollution cleanup costs \$1,000,000 where they apply, or
- \$32,500,000 for other losses, any one event under Sub section 1(b).

## What you are not insured against

### Property damage - property in your care, custody or control

We do not cover the legal liability of you or the driver of your vehicle, for damage to any property belonging to you or the driver of your vehicle or any property belonging to any other party in your or the driver's care, custody or control except for premises leased or rented to you.

However, we will not treat your employees' or visitors' vehicles including their contents while contained within a car park owned, or provided by you, as property in your care, custody or control.

## Additional benefits

We give these Additional benefits following loss or damage to your vehicle covered under this section depending on the type of cover you have selected:

### Towing costs - applicable to comprehensive cover only

We will cover the costs of towing your vehicle, plus the reasonable cost of protecting your vehicle:

- to the nearest repairer,
- place of safety, or
- to any other place that we first approve following loss or damage covered under this Policy.

### Emergency repairs - applicable to comprehensive cover only

We will cover the cost of emergency repairs up to \$3,000 where a loss covered under this section requires these repairs for your vehicle to be drivable.

### Redelivery - applicable to comprehensive cover only

We will cover you for up to \$5,000 to return your vehicle to its normal parked address, following repairs to your vehicle provided:

- the repairs were required following loss or damage covered under this section
- the situation where your vehicle was repaired was more than 150 kilometres from your vehicle's normal parked address.

### Recovery costs following theft - applicable to comprehensive cover only

If your vehicle is stolen and found we will cover you for up to \$5,000 to return your vehicle to its normal parked address.

### The cost of repatriating your driver following theft or accident - applicable to comprehensive cover only

We will cover you up to a maximum of \$5,000 for the reasonable costs of overnight accommodation and returning the driver to the point of departure or at your option to the driver's destination provided:

- your vehicle was more than 150 kilometres from its normal parked address or point of departure at the time of the loss or damage, and
- the vehicle was being used in connection with your business, and
- the costs involved do not relate to emergency medical transportation, and
- you had not intended to pay for overnight accommodation in any event.

### Automatic additions - applicable to comprehensive cover only

We will cover you for any additional or replacement vehicle(s) of a like kind or similar nature to those vehicles presently insured under this section, that you purchase or lease (not hiring) during the period of insurance for thirty (30) days.

If before you have given us full details, the replacement vehicle is damaged or stolen, the maximum amount payable is the purchase price of the replacement vehicle up to \$300,000 in the case of comprehensive cover.

If you give us details of any new or replacement vehicle within thirty (30) days of its purchase or lease, we will insure it for the remainder of the period of insurance, as long as it is acceptable to us and you pay any additional premium that we may require.

If you do not advise us of this new or replacement vehicle within thirty (30) days of purchase or lease no cover is available.

## Breach of general policy conditions - applicable to all types of cover

A breach or non-compliance with any general policy condition without your knowledge or any responsible officer's knowledge will not affect your right to the cover under this Policy. However where you or any responsible officer becomes aware of such breach or non-compliance you will notify us immediately. If the risk is acceptable to us we will insure it for the remainder of the period of insurance and you will pay any extra premium we may require and comply with any additional conditions we may impose.

### Removal of vehicle debris - applicable to all types of cover

We will cover you up to a maximum of \$50,000 for the necessary and reasonable costs which you are legally liable to pay to clean up and remove any vehicle debris. This is limited to the vehicle itself and does not include any goods falling from your vehicle.

### Sign writing - applicable to comprehensive cover only

We will cover you for loss or damage to sign writing or fixed advertising signs or materials forming a permanent part of your vehicle at the time of the loss or damage.

### Maritime liability - applicable to comprehensive cover only

If your vehicle is being transported by sea between Australian ports, we will cover you for your contribution for your vehicle if 'general average' is declared.

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

### Waiver of subrogation - applicable to all types of cover

We will not seek recovery between the persons, companies or firms named in the Policy Schedule as the insured.

### New vehicle replacement - applicable to comprehensive cover only

Where your vehicle is a goods carrying vehicle with a gross vehicle mass not exceeding 12,000 kilograms, we will replace your vehicle with a new vehicle of the same make, model or series so long as it is available in Australia and:

- your vehicle is a total loss, and
- you purchased it new from the manufacturer or their dealer, and
- your vehicle is less than twenty four (24) months old from when it was first registered, and
- your declared sum insured on your policy schedule equates to no less than 90% of the market value, and
- where your vehicle is financed, your financier has given us written consent.

If a new replacement vehicle is not available, we will replace your vehicle with the nearest equivalent vehicle available, so long as it is available in Australia. If we cannot agree on a replacement vehicle, we will pay you the amount it would cost to buy a new vehicle the same as, or a near equivalent of, the vehicle which needs replacing.

If an Excess is applicable it is payable to us before we replace your vehicle.

We also pay the registration for the period registered but not exceeding twelve (12) months, stamp duty and dealer charges on the new vehicle but any refund of registration fees or stamp duty applicable in respect to the old vehicle must be refunded to us.

Where your vehicle does not meet all of the criteria above, all total loss claims will be settled on the declared sum insured or the current market value at the time of the loss or damage, whichever is the lesser.

Where you choose to insure the replacement vehicle with us and we accept the risk, we will charge you a pro rata premium from the date of acceptance to the expiry date of the Policy.

#### **Agreed sum insured - applicable to comprehensive cover only**

Where your vehicle has a gross vehicle mass of 12,000 kilograms or greater and provided the age of the vehicle at the time of such loss or damage was not in excess of twenty four (24) months from the date of original registration as a new vehicle by you, we will, in the event of your vehicle being classed as a total loss under this section, pay the sum insured declared to us, as the value of the vehicle at the commencement of the current period of insurance.

#### **Hire cost following theft - applicable to comprehensive cover only**

If your vehicle is stolen and the theft is covered under the Policy, we will cover you up to a maximum of \$5,000 for the reasonable costs of hiring a similar vehicle provided:

- we do not pay for hiring charges incurred after the date of recovery of your vehicle if it can be driven,
- cover stops once we pay a claim, or the vehicle is repaired if undrivable.

You will need to organise and pay for the hire vehicle. We are not responsible for ensuring that a hire vehicle is available. You must also give us a copy of the rental agreement and any receipts for the hire car before we will reimburse you.

We do not pay for:

- running costs, including the costs of fuel
- damage to the hire vehicle
- any insurance, insurance excess or other costs you may be liable for under the hire rental agreement.

#### **Driver's personal property - applicable to comprehensive cover only**

We will cover the loss or damage to wearing apparel and personal property not otherwise insured belonging to the driver while contained in the insured vehicle provided:

- money, securities, jewellery, furs, mobile phones, personal music devices, portable GPS, tools of trade and laptop computers are excluded from this cover, and
- the maximum amount we will pay is limited to \$3,000 arising from any one incident.

#### **Lease, hire purchase or financial agreement payout - applicable to comprehensive cover only**

Where:

- your vehicle is declared a total loss, and
- your vehicle is subject to a lease, hire purchase or any financial agreement through a financial institution directly related to financing of the vehicle purchase, and
- the payout amount exceeds the agreed total loss amount,

we will pay:

- the agreed total loss amount, plus,
- an additional amount of 25% of the total loss amount,

provided:

- this amount and the total loss amount do not exceed the financial payout figure,
- that any payment over the agreed total loss amount does not include any amounts that are in arrears at the time of loss,
- that any additional payment over and above the agreed total loss amount will include any discounts applicable for full payment of the financial contract.

#### **Non owned trailers - applicable to comprehensive cover only**

We will cover your legal liability for damage to trailers under your control not owned, leased or rented by you and belonging to a principal, provided that:

- the trailer is attached to your vehicle and used in the course of your business,
- an excess of \$2,500 will apply to each and every event giving rise to a claim, and
- the amount of the excess will be increased by 100% if the event giving rise to the claim occurs while any tipping hoist is fully or partially raised.

The amount of the cover is limited to \$75,000 or market value, whichever is the lesser in total any one incident, unless a higher limit is noted on the Policy Schedule (see Special clauses).

#### **Funeral expenses - applicable to comprehensive cover only**

As a result of an accident in an insured vehicle covered under the section your driver sustains a fatal injury, whether or not death occurs at the time of the loss we agree to pay for associated burial or cremation costs and include travel costs within Australia for the deceased driver, spouse and children. This benefit will not be reduced by any accident compensation and we will pay up to \$10,000 in total any one period of insurance.

#### **Locks and keys - applicable to comprehensive cover only**

If your keys are lost, destroyed or damaged, or if there are reasonable grounds to believe the keys may have been illegally duplicated, we will pay the costs of replacing and/or recoding the locks and/or keys. We will pay up to \$5,000 during any one period of insurance and this benefit is not subject to loss or damage to the vehicle covered under the section.

#### **Fire brigade and/or emergency services charges - applicable to all types of cover**

If we agree to pay a claim under this section and you are legally liable for fire extinguishment costs charged by the Fire Brigade or emergency services costs, we will pay up to \$20,000 during any one period of insurance and this benefit is not subject to loss or damage to the vehicle covered under the section.

#### **Tyre replacement - applicable to comprehensive cover only**

If we agree to pay a claim and any tyre cannot be used as a direct result of damage sustained from a loss covered under this section, we will pay for the new replacement cost of a similar make and specification. This benefit is applicable provided that the condition of the damaged tyre's remaining tread conforms with legal requirements at the time of damage and it was not a recapped or retread tyre.

#### **No claim discount benefit - applies to comprehensive cover only**

If your vehicle is insured for comprehensive cover and you do not have a claim, we apply a discount off your next year's Commercial Vehicles renewal premium. This reward is called the 'No claim discount'.

The more 'claim free' years that you have, the greater the percentage of discount, until you reach the maximum level of discount after five (5) years. Even if you have a claim where your no claim discount would be affected, you may not lose all of your no claim discount. If you have a claim and you have not accumulated any no claim discount we may increase your invited renewal premium.

We also accept the number of claim free years that you may have accumulated with another insurer in calculating your no claim discount.

#### **Accidents/losses affecting your no claim discount**

When calculating your renewal premium we take into account accidents/losses that occur during the period of insurance that affect your no claim discount.



### Faultless no claim discount - applicable to comprehensive cover only

If your vehicle has been involved in a collision with another vehicle (and not any other type of accident) we will not penalise your no claim discount entitlement when you renew your Policy if:

- you can satisfy us that the collision was totally the fault of the driver of another vehicle, and
- you tell us the registration number of the other vehicle and the full name, licence number and address of the other driver.

We give this benefit only if we are allowed legally to recover the amount of any loss including any applicable excesses from the third party.

This benefit does not apply to windscreen or window glass damage only claims.

### Driver accident compensation benefit - applicable to comprehensive cover only

(Available only to drivers of vehicles that are goods carrying vehicles with a gross vehicle mass less than 3,500 kilograms)

We will pay the following compensation to a driver of your vehicle who is injured and who as a direct result suffers a permanent disability, as defined and as a result of the accident while driving your vehicle. Compensation will only be payable if:

- the driver was driving your vehicle with your consent and is licensed to drive such a vehicle,
- the driver was not under the influence of alcohol or any narcotic depressant stimulant or hallucinogenic drug, as defined under 'Additional exclusion 12',
- the claim has been accepted under this Policy, and
- the driver is not entitled to any benefits under any compulsory statutory insurance scheme or accident compensation scheme or would have been so entitled if:
  - it were not for the application of any excess or deductible applying under the scheme, or
  - compensation under the scheme had not been refused, because you did not register your vehicle or apply for cover under the scheme.

### Table of compensation benefit

Disability from an injury resulting in a compensation	Compensation amount
Permanent quadriplegia	\$100,000
Permanent paraplegia	\$75,000
Permanent total disablement	\$50,000
Permanent loss of entire sight in both eyes	\$25,000
Permanent loss of entire sight in one eye	\$10,000
Permanent total loss of or loss of use of one limb (at or above the wrist or ankle)	\$10,000

Where the driver is permanently left with more than one disability as above we will pay only one of the compensation amounts mentioned above. In such circumstances the highest single level of applicable benefit will be paid.

The medical diagnosis of the injury leading to the permanent disability must be made within ninety (90) days of the date of accident for any of the benefits to be given.

The establishment of a permanent disability will be solely determined by our medical specialist.

We will not pay a benefit claim until the injury is stabilised, or our medical specialist has confirmed that in their opinion, the injury is of a permanent nature and the injury will not be likely to significantly improve.

Unless the injured driver undergoes all medical examinations organised by us in order to assess the claim no compensation will be payable by us. (We will arrange the examinations and pay the costs associated which includes reasonable travel expenses for any examinations arranged by us.)

### Windscreen or window glass claim benefit - applicable to comprehensive cover only

We will not reduce your no claim discount for any windscreen or window glass only claim.

For the purpose of this benefit 'Broken' shall mean a fracture that extends through the entire thickness of the glass or where the windscreen is laminated, a fracture extending through all layers of the lamination, or where the damage is sufficient to prevent registration by the appropriate authorities.

### Choice of repairer - applicable to all types of cover

You may choose any licensed repairer to repair your vehicle. However we may invite, accept, adjust or decline estimates or arrange to move your vehicle to another repairer acceptable to both of us.

### Repair guarantee

If we authorise repairs to your vehicle, we will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of your vehicle. For entitlement to any repairs under this guarantee you must first allow us to inspect the vehicle and we must agree that repairs are necessary.

### Vehicle recovery costs - applicable to comprehensive cover only

Where your motor vehicle becomes unintentionally immobilised on a work site or in a physical situation whilst being used as part of your normal business operations we shall cover the cost of recovery or removal toward mobilisation of your motor vehicle.

We will not pay for immobilisation as a result of electronic, electric, or mechanical failure or malfunction, or normal wear and tear.

At all times we will pay a maximum of \$20,000 during the Period of insurance for this Additional benefit.

### Removal of load - applicable to comprehensive cover only

We will cover you for up to a maximum of \$25,000 any one event for the necessary and reasonable cost to remove the vehicles load and or cleanup the load debris for goods falling from your vehicle or being damaged following loss or damage to your vehicle. We do not cover any damage to your load.

### What you must pay if you make a claim - Excess

Depending on the age or experience of the driver and whether a rigid body tipper or tipping trailer is insured under this section, you may have to contribute more than one excess. Each excess is shown below or on your Policy Schedule and is explained below.

If we accept your claim you must pay the total amount of the applicable excesses either to us or to the repairer. We will tell you to whom they must be paid. However, if your vehicle is a total loss, we may deduct any excess that you must pay from any payment we make.

In regard to rigid or articulated vehicles with attached trailers then the higher excess of these vehicles will apply.

### Standard excess

You will have to contribute the first amount of every claim. This amount is shown on the Policy Schedule as the standard excess.

### Age or inexperienced driver excess

This excess is only applicable to vehicles with a gross vehicle mass less than 12,000 kilograms.

In addition to the standard excess, you will have to contribute an age excess or inexperienced driver's excess if at the time of any incident giving rise to a claim your vehicle is driven by a person who:

- (a) is under the age of twenty one (21), or
- (b) is aged twenty one (21) but under the age of twenty five (25), or
- (c) is aged twenty five (25) or more but has not held an Australian driver's licence for two (2) or more years for the type of vehicle being driven at the time of the incident.

The amount of the age or inexperienced driver's excess is shown on your Policy Schedule. You will not have to contribute this additional excess if the only damage to your vehicle is a broken windscreen, or window glass, or caused by storm or hail damage.

### Heavy vehicle age and inexperienced driver excess

Age or inexperienced driver excess for Heavy Vehicles (vehicles with a gross vehicle mass or gross combination mass of 12,000 kilograms or greater).

Where a rigid body motor vehicle with a gross vehicle mass or gross combination mass of 12,000 kilograms or greater is, at the time of an incident, being driven by or is in the charge of a person under twenty one (21) years of age, or the person driving or in charge of the vehicle has less than two (2) years driving experience in Australia for these vehicles at the time of the incident an excess of \$5,000 per vehicle will apply.

Where an articulated motor vehicle with a gross combination mass of 12,000 kilograms or greater is, at the time of an incident, being driven by or is in the charge of a person under twenty five (25) years of age, or the person driving or in charge of the vehicle has less than 2 years driving experience in Australia for these vehicles at the time of the incident an excess of \$5,000 per vehicle will apply.

### Tipping excess

If any rigid body tipper or tipping trailer covered under this section is involved in an event giving rise to a claim while the tipping hoist is partially or fully extended, the Standard excess as stated on the Policy Schedule in addition to any other excesses that may be applicable will be increased by 100%.

### Outside radius excess (applicable to vehicles with a gross vehicle mass greater than 3,500 kilograms and less than 12,000 kilograms)

If your vehicle is outside a radius of 250 kilometres or the radius detailed on your Policy Schedule from your home, base(s) or depot(s) at the time of an accident then the total excesses payable will be an additional 100% of your standard excess and an additional premium will be payable (determined by us) for the change in business operations.

### Outside radius excess (applicable to vehicles with a gross vehicle mass or gross combination mass greater than 12,000 kilograms)

If your vehicle is outside a radius of 250 kilometres or the radius detailed on your Policy Schedule from your home, base(s) or depot(s) at the time of an accident then the total excesses payable will be increased by 100% and an additional premium will be payable (determined by us) for the change in business operations.

### When you will not have to pay an excess

This section is applicable only to vehicles that are goods carrying vehicles with a gross vehicle mass under 3,500 kilograms covered by comprehensive cover only.

You will not have to contribute any excess towards a claim if:

- (a) you can satisfy us that the claim involves a collision with another vehicle and the collision which gave rise to the claim was totally the fault of the driver of another vehicle, and
- (b) you tell us the registration number of the other vehicle and the full name, details and address of the other driver, and
- (c) the amount of your claim exceeds the applicable excesses under this section.

We give this benefit only if we are allowed legally to recover the amount of any loss including any applicable excesses from the third party.

Where the driver of the other vehicle disputes who was at fault, you must pay any excess which applies but we will refund it if we are successful in establishing that the other driver was at fault.

### When you are not covered

#### Exclusions applying to Section 1 - Commercial vehicles

This section does not cover:

1. damage to your vehicle's tyres caused by application of brakes, road punctures, cuts or bursting, damage, failure or breakdown of your vehicles structural, electrical or mechanical parts, unless caused as a result of an accident covered under the type of cover you have selected or by people acting maliciously,
2. loss of or damage to your vehicle due to depreciation, wear, tear, rust or corrosion;
3. loss of or damage to your vehicle or any resultant mechanical damage:
  - (i) due to failure or breakdown of a structural, electrical, mechanical or electronic nature, or
  - (ii) to any part of your vehicle due to faulty design or workmanship, or
  - (iii) due to you driving the vehicle after a collision, unless you could not reasonably be expected to know that driving the vehicle after an accident could cause such additional damage, or
  - (iv) caused by loss of oil or coolant unless your vehicle is being driven by a thief.

However, we will cover damage directly caused by a collision or fire, to your vehicle, resulting from such failure, as mentioned under 3(i) or 3(ii) above;

4. loss of or damage to your vehicle or liability when endeavouring to evade police apprehension by you or any of your partners or directors or anyone driving your vehicle with your consent;
5. any additional costs, such as but not limited to, hire car costs (other than those covered elsewhere in this Policy), because you cannot use your vehicle even though your vehicle may not be available following loss or damage covered under this section
6. loss of or damage to your vehicle or liability resulting from theft by you, your partners or directors, or your employees;
7. loss of or damage or liability resulting from an intentional act by you or anyone acting with your consent;
8. theft of your vehicle resulting from it being test driven for sale and you or an employee of yours did not accompany the prospective purchaser;
9. loss of or damage to your vehicle if reasonable steps to protect or safeguard your vehicle have not been taken;
10. any liability or obligation assumed by you under any contract, agreement or warranty which would not have otherwise arisen or been implied by law;
11. loss of or damage to your vehicle or liability while your vehicle is being used in any experiment or type of test or in preparation for or involved in racing, speed testing, reliability trial, pace making, hill

- climbing, trial or demonstration other than for resale purposes on public roads;
12. your vehicle if it has been legally seized or repossessed;
  13. loss or damage to your vehicle or liability for any vehicle running on rails or which is not designed to run solely on solid ground;
  14. loss of or damage to your vehicle or liability outside Australia except where your vehicle is being transported by sea between Australian ports;
  15. loss of or damage to your vehicle or liability if your vehicle is being driven by or in the charge of any person over the age of 80 unless you have told us about them and we have noted them on the Policy Schedule;
  16. any liability under Sub section 1(b): Third party liability, if your vehicle or substitute vehicle is unregistered. However we will cover your liability in respect of the unregistered vehicle on a public road, if you have obtained the appropriate permit to drive the unregistered vehicle on a public road;
  17. loss of or damage to your vehicle or liability where the transportation of any goods or substances which are mentioned as dangerous goods, irrespective of the quantities, are not being carried in accordance with the requirements of The Australian Code for the Transport of Dangerous Goods by Road and Rail;
  18. liability arising out of the use of your registered vehicle, being used as a tool, or plant forming part of your vehicle being used as a tool or operating at any work site (excluding while the vehicle is travelling, transporting or carting goods);
  19. loss of or damage to your vehicle, including any liability, resulting from use of your vehicle when let out on a dry hire basis unless we have agreed in writing to provide dry hire cover;
  20. liability arising out of the use of your vehicle whilst underground in any mining activity;
  21. liability arising out of the use of your vehicle airside on or at an airfield;
  22. loss of or damage to your vehicle if at the time of an incident, your crane was lifting, lowering, carrying or suspending a load in excess of that for which it was constructed, or for which it was licensed to lift, lower, carry or suspend;
  23. liability arising out of the use of your crane if at the time of an incident, it is lifting, lowering, carrying or suspending any object;
  24. loss or damage to any accessory or appliance due to mechanical or electrical derangement.

### Special clauses

Only those Clauses that are shown on the Policy Schedule will apply.

### Dangerous goods

Where this clause is shown on the Policy Schedule it is agreed that provided that the transportation of dangerous goods is limited to classes 2, 3, 4, 5, 8 and 9 as listed under The Australian Code for the Transport of Dangerous Goods by Road and Rail, the maximum amount we will pay for Property Damage under Sub section 1(b) of this Policy is amended to the amount shown on the Policy Schedule for dangerous goods in respect only to your vehicles whose registration numbers are shown on the Policy Schedule.

### Radius restriction

Where this clause is shown on the Policy Schedule it is agreed that in respect of the vehicle excess that no additional excess applies, whilst operating within the kilometre radius of your home, base(s) or depot(s), shown on the Policy Schedule.

### Non owned trailers

Where this clause is shown on the Policy Schedule it is agreed that we will cover your legal liability for damage to trailers under your control, not owned, leased or rented by you and belonging to a principal, provided that:

- (a) the trailer is attached to your vehicle,

- (b) an excess of \$2,500 will apply to each and every event giving rise to a claim, and
- (c) the amount of the excess will be increased by 100% if the event giving rise to the claim occurs while any tipping hoist is fully or partially raised.

The amount of the cover is limited to the amount shown on the Policy Schedule or market value, whichever is the lesser in total any one incident.

### Tools and equipment

Where this clause is shown on the Policy Schedule it is agreed we will cover your tools and equipment of trade for loss or damage caused by:

- (a) fire, lightning, explosion, malicious damage or vandalism whilst secured on or in your vehicle;
- (b) theft following forcible and violent entry which causes visible damage to a locked vehicle;
- (c) theft when securely attached to your vehicle through the use of locks or padlocks, which results in visible damage to the securing devices;
- (d) collision or overturning of the conveying vehicle.

The amount of cover provided by this special clause is limited to a total of \$5,000 (up to \$1,000 per item) in any one period of insurance.

At our option, we will pay the lesser of:

- (a) the cost of repair or replacement of the lost or damaged item; or
- (b) the current market value of the lost or damaged item.

If only part of the item is damaged, we will only pay for that part plus the cost of any necessary dismantling and reassembling.

You must pay an excess of \$250 for each claim made under this special clause.

### Hire vehicle costs following an accident

If your vehicle is a goods carrying vehicle with a gross vehicle mass less than 3,500 kilograms and is damaged in an accident which is covered under this Policy, and we have agreed to pay your claim, we will reimburse you for the costs you incur of hiring a vehicle while your vehicle is being repaired or if it is deemed a total loss.

We will reimburse you an amount up to the maximum daily rate shown on your Policy Schedule:

- for a maximum of thirty (30) days, or
- until your vehicle is repaired, or
- until we pay your claim,

whichever happens first.

The cover will commence on the date your vehicle is taken to the repairer provided we are notified at that time.

You will need to organise and pay for the hire vehicle. We are not responsible for ensuring that a hire vehicle is available. You must also give us a copy of the rental agreement and any receipts for the hire vehicle before we will pay you.

If the cost of the hire vehicle is more than the maximum daily rate shown on your Policy Schedule, you will have to pay the difference.

We do not pay for:

- additional hiring costs,
- running costs, including the costs of fuel,
- damage to the hire vehicle,
- any insurance, insurance excess or other costs you may be liable for under the hire vehicle rental agreement.



We will not cover you under this optional benefit if:

- the only damage to your vehicle is to its windscreens or window glass, or
- your vehicle is stolen, because you may be able to claim under the 'Hire vehicle costs following theft' additional benefit.

### Protected no claim discount

If your vehicle is a goods carrying vehicle with a gross vehicle mass less than 3,500 kilograms and if you are involved in an accident and you make a claim where your no claim discount would normally be affected, then your no claim discount entitlement will not be reduced at renewal of your Policy provided you:

- are, at the time of the accident, on maximum no claim discount, and
- do not have more than one claim, where this clause is applicable, in any one annual period of insurance.

### Windscreen excess protection

If your vehicle is a goods carrying vehicle and if the only damage in an accident is a broken windscreen or window glass, the standard excess shown in the Policy Schedule does not apply for any windscreen or window glass claim in any one annual period of insurance.

For the purpose of this benefit 'broken' shall mean a fracture that extends through the entire thickness of the glass or where the windscreen is laminated, a fracture extending through all layers of the lamination or where the damage is sufficient to prevent registration.

### Other optional special clauses available

- Comprehensive non owned trailers cover.
- Downtime cover.

## Section 2: Marine Carriers

### Words with special meanings - definitions which apply to Section 2 of this Policy

Some key words and terms used in this Section 2 have a special meaning.

Wherever the following words or terms are used in this section, they mean what is set out below:

Word or term	Meaning
Accidental	any occurrence or event which arises during the transportation which results in loss or damage to the goods which is unintended and could not have been expected by the carrier who has knowledge of the goods and their intended means of transportation.
Approved terms and conditions	any written agreement defining or limiting your legal responsibility for goods in your care, custody and control. This includes a consignment note, freight note or conditions of contract issued by you (or a principal contractor) that has been agreed to by the owner of the goods with the following standard provisions: <ul style="list-style-type: none"> <li>• provision for the consignor's (sender) and consignee's (receivers) signature on the face of the contract;</li> <li>• notice drawing consignor's attention that goods are being carried at their own risk and that the carrier is not a common carrier (with reference to the terms and conditions on the reverse of the contract);</li> <li>• clause defining the carrier and introducing the sub-contractor to the contract;</li> </ul>

Word or term	Meaning
	<ul style="list-style-type: none"> <li>• exemption clause (defining the extent of carriers liability) contracting out of all liability including negligence, wilful act or default of the carrier that causes loss or damage to the goods;</li> <li>• deviation clause permitting the carrier to use whatever means or whatever route deemed necessary to transport the goods.</li> </ul>
Conveying vehicle	any mode of transport used by you to transport the goods whether owned by you (restricted to the vehicle(s) named in Section 1 of the Policy Schedule) or a subcontractor.
Goods	<p>general cargo and other property specified in the Policy Schedule while in your care, custody or control.</p> <p>This Policy does not cover (unless we have agreed and have specified it in the Policy Schedule) the transport of:</p> <ul style="list-style-type: none"> <li>• commercial bulk consignments (dangerous goods) as defined by Government authority: <ul style="list-style-type: none"> <li>○ liquid/gas/paste goods in a container with a capacity exceeding 450 Litres;</li> <li>○ solids in a container in an undivided quantity exceeding 450 kg;</li> <li>○ dangerous goods transported by Intermediate bulk containers (IBCs);</li> </ul> </li> <li>• specialised bulk transport of motor vehicles, transportable module buildings, heavy machinery, livestock, refrigerated/perishable goods and household &amp; personal effects including furniture;</li> <li>• bloodstock, exotic birds (e.g. ostriches, emus) and stud or prize animals,</li> <li>• cigarettes, tobacco and tobacco products,</li> <li>• money, currency, notes, securities or negotiable documents,</li> <li>• property owned by you.</li> </ul>
Loading and unloading	<p>your loading or unloading of the goods as specified below:</p> <p>General cargo:</p> <ul style="list-style-type: none"> <li>• loading commences when the goods are picked up inside the warehouse/premises or place of storage for loading onto the conveying vehicle and terminates when the goods have been placed on the conveying vehicle;</li> <li>• unloading commences when the goods are being unloaded from the conveying vehicle and terminates when the goods are placed inside the warehouse/premises or place of storage.</li> </ul> <p>Livestock:</p> <ul style="list-style-type: none"> <li>• loading commences when the livestock proceed on to the loading ramp of the conveying vehicle from the ground or loading dock adjacent to the conveying vehicle and terminates when the livestock have been positioned on the conveying vehicle;</li> <li>• unloading commences when the livestock proceed on to the loading ramp and terminates when the livestock are positioned</li> </ul>

Word or term	Meaning
	<p>on the ground or loading dock adjacent to the conveying vehicle.</p> <p>Motor vehicles:</p> <ul style="list-style-type: none"> <li>loading commences when the motor vehicle's wheels/tracks are driven on to the loading ramps of the conveying vehicle from the ground or loading dock adjacent to the conveying vehicle and terminates when the motor vehicle have been positioned on the conveying vehicle;</li> <li>unloading commences from the time the motor vehicle commences to drive off the loading ramps and terminates when the motor vehicle is parked on the ground or loading dock adjacent to the conveying vehicle.</li> </ul> <p>Note: Where a tilt tray vehicle is used to convey goods, the above motor vehicle wording will also apply.</p> <p>Crane:</p> <ul style="list-style-type: none"> <li>loading commences when the goods are picked up by the crane hook from the warehouse/premises or place of storage for loading onto the conveying vehicle and terminates when the goods have been positioned on the conveying vehicle;</li> <li>unloading commences when the goods are picked up by the crane hook and terminates when the goods are positioned inside warehouse/premises or place of storage.</li> </ul>
Subcontractor	any person, entity or company to whom you have entrusted the transit of the goods. Where you are acting as a subcontractor to a principal carrier, this means you are undertaking the transit of the goods on behalf of the principal carrier.
Transit	<p>during the period of insurance, cover commences from the time the goods are entrusted into your care at the warehouse or premises for the purposes of transportation to a destination outside the premises. The vehicle must leave the warehouse or premises within seventy two (72) hours.</p> <p>The transit terminates upon:</p> <ul style="list-style-type: none"> <li>delivery to the position designated by the receiver at the receiver's or other designated warehouse or premises, or</li> <li>delivery to any other warehouse or premises when the goods pass out of your care to the designated receiver of the goods, or</li> <li>delivery to any other warehouse or premises for the purpose of storage not incidental to transit,</li> </ul> <p>whichever first occurs.</p>

### This part contains the following sub sections:

2(a): Basic cover - available for all carriers,

- Carriers legal defence cover

Each of these sub sections provide a different type of cover.

## Sub section 2(a): Basic cover - available for all carriers

### What you are insured against

We will cover you in relation to goods in the course of transit by you for either:

- responsibility for loss of or damage caused by an insured event for which you have assumed liability irrespective of legal liability or any terms or conditions of carriage, or
- any other legal liability for loss of or damage caused by an insured event.

Cover is limited to loss of or damage to the goods including all legal costs and legal expenses incurred by you with our consent or recoverable from you caused by an insured event occurring within the radius of transport specified in the Policy Schedule.

The insured event must occur during the 'Period of Insurance' specified in the Policy Schedule.

### When you are a subcontractor

- When goods are in your care, custody or control as subcontractor in accordance with a specific freight contract with a principal carrier cover is provided as above.
- When goods are in your care, custody or control as subcontractor to another carrier, but you have not declared this contract to us, cover under this Policy is restricted to your legal liability to the principal carrier or the owner of the goods for loss of or damage caused by an insured event.

### Subcontractors used by you

When goods are entrusted to a subcontractor, the cover provided by this section of the Policy applies to the subcontractor;

- you are fulfilling your contractual obligations as the principal contractor;
- the subcontractor is carrying out work on your behalf only, subject to their legal liability under any written terms and conditions or subcontract agreement with you.

This indemnity to your subcontractors is subject to the Policy terms and conditions 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 Carriers Cargo, Transit or Carrier's Liability Insurance Policy.

## Insured events

### 1. Non-refrigerated goods

This Policy covers accidental loss of or damage to the goods during transit, subject to the Policy exclusions and General conditions.

### 2. Refrigerated goods

This Policy covers accident loss of or damage to the goods during transit excluding deterioration of goods unless caused by variation in temperature following accidental failure of the refrigerated machinery to perform its normal refrigeration cycle for a period of not less than four (4) consecutive hours subject to the exclusions and in this Policy.

### 3. Livestock

This Policy covers death and/or mortality of animals caused by accidental causes during transit, subject to the exclusions in this Policy and provided that:

- animals are in a good state of health prior to loading,
- are fit for travel.

This Policy includes the risks of death or humane killing of livestock that is necessary when caused by an insured event.

## Additional benefits

The following Additional benefits will apply:

### Accumulation clause

In the event of accumulation of goods during transport or transshipment beyond the Policy limits of liability due to interruption of transit and or other circumstances beyond your control, the Policy limits of liability shown in the Policy Schedule will not apply provided that the accumulation of the goods beyond such limits is outside your control and you give us immediate notice as soon as the circumstances are known to you.

The maximum amount claimable under this clause is limited to double the limits of liability shown in the Policy Schedule for each and every loss or occurrence or series of losses or occurrences arising out of the same event.

### General average and salvage

This Policy is extended to cover your legal liability to pay any general average and/or salvage contributions in relation to any transit by sea and pursuant to the terms and conditions of a bill of lading or similar sea carriage document caused by an Insured event during transit and while the goods are in your care, custody or control, subject to the limit of liability specified in the Policy Schedule.

### Miscellaneous equipment

This section is extended to cover loss of or damage to miscellaneous equipment while carried in your vehicle caused by the following insured events:

- fire,
- flood,
- collision of the conveying vehicle except with the curb or uneven road surface,
- jack-knifing, overturning of the conveying vehicle,
- theft following forcible and violent entry into a secured locked vehicle.

Subject to a limit of \$25,000 any one loss or series of losses caused by the one event provided the costs are not recoverable under any other Policy of insurance.

"Miscellaneous equipment" means webbing straps, tarpaulins, ropes and chains, trolleys, gates and dogs belonging to you or for which you are responsible.

### On-forwarding clause

We will pay all reasonable costs necessarily incurred in unloading, storing and forwarding the goods (excluding commercial bulk consignments of dangerous goods) by road to the original destination in Australia when caused by an insured event.

Subject to a limit of \$10,000 in total for any one loss or series of losses caused by the one event.

### Re-securing

This section covers you for any liability that you incur as a result of all reasonable costs and expenses incurred in re-securing the goods where there has been movement of the goods in transit, which makes re-securing necessary, even though there may be no claim resulting from the incident provided these circumstances were outside your control and you could not be reasonably expected to have knowledge of them in the normal course of your business.

Subject to a limit of \$5,000 any one incident provided these costs are not recoverable under any other Policy of insurance.

### Tailgate clause – bulk goods e.g. grain, fertiliser, sand and material

This section is extended to cover loss or damage to the insured goods caused by accidental mechanical malfunction or failure to secure the tailgate of the conveying vehicle.

### Additional expenses clause

This section is extended to include cover for any liability that you incur as a result of additional expenses for loss of market, delay, consequential loss (excluding fines and penalties and pollution liability) incurred by any of your clients in respect of loss of or damage to goods directly caused by an insured event.

Claims will be settled with you subject to a limit 20% of the limit of liability stated in the Policy Schedule for any one loss or series of losses caused by the one insured event.

### Mismanagement/failure of refrigerating machinery

This section is extended to include deterioration of refrigerated goods due to variation in temperature caused by:

- accidental stoppage of the refrigerating machinery, or
- by mismanagement of the refrigerating machinery by you or your subcontractors,

resulting in variation in temperature for more than four (4) hours.

### Loading/unloading

This Policy covers you for your liability for accidental loss of or damage to the goods (or injury to, or death of livestock if specified in the Policy Schedule), caused during your loading or unloading of the goods as defined.

Note this option is not available for Household and Personal Effects Carrier (Removalist).

### Non-delivery

This Policy is also extended to cover you for your liability for non-delivery of an entire package of goods other than theft in the circumstances described above.

\*Example: Non-delivery – 1 carton of 10 cartons of goods does not arrive at the destination because it was wrongly delivered elsewhere and cannot be located. This does not cover instances where the goods have gone missing during the unloading process.

### Rain water damage

This Policy covers you for your liability for accidental loss of or damage to goods caused by the goods being wetted by rainwater during transit provided that:

1. the vehicle and equipment used for the transit is suitable for the safe carriage of the goods,
2. you take all reasonable steps to ensure that the goods are securely and adequately packed on the conveying vehicle.

This extension is subject to an excess of \$750 for any one loss or series of losses caused by the one insured event.

### Shedding of load clause

This section covers you for your liability for accidental loss of or damage to goods caused by the goods falling from your vehicle during the normal course of transit provided that:

1. the vehicle used for the transit is suitable for the size, weight and volume of the goods being transported,
2. you take all reasonable steps to ensure that the goods are securely and adequately packed on the vehicle.

This extension is subject to an excess of \$750 for any one loss or series of losses caused by the one insured event.

### Theft

This section covers you for your liability for theft of goods from the vehicle or from a building used for temporary storage during the normal course of transit provided that:

1. all doors windows and other areas of the vehicle which are capable of being locked are securely locked when the vehicle is left unattended;
2. where goods are temporarily stored in the normal course of transit they are stored within a securely locked building.

\* Example: Theft - 1 item is stolen from a carton of goods or the whole consignment is stolen from the vehicle or building with evidence of forcible entry.

### Livestock risks additional benefits

The following additional benefits will apply :

#### Agistment expenses

This section covers all reasonable costs and expenses necessarily incurred in maintaining the animals at agistment when caused by an insured event.

Subject to a limit of \$1,000 per animal and \$25,000 in aggregate for any one loss or series of losses caused by the one event.

#### Collapse of decks clause

This section covers the risks of death or humane killing of livestock caused by the collapse of decks during the normal course of transit provided that:

1. the vehicle/trailer used for the transit is suitable for the size, weight and volume of the livestock being transported,
2. you take all reasonable steps to ensure that the vehicle/trailer decks are registered and maintained with the appropriate governmental authorities according to the type and class of operation.

#### Mustering costs

This section covers all reasonable costs and expenses necessarily incurred for mustering of the animals at the scene of the accident when caused by an insured event.

Subject to a limit of \$1,000 per animal to a maximum of \$25,000 in total for any one loss or series of losses arising from one event.

#### Wandering off clause

This section covers loss of animals due to 'wandering off' from the scene of the accident caused by an insured event.

Subject to a limit of \$25,000 for any one loss or series of losses arising from one event.

### Sub section 2(b): Carriers legal defence cover - Carriers using approved terms and conditions (consignment note)

#### What you are insured against

The insurance cover provided by this Sub section 2(b) applies to transits:

- (i) where the consignor/owner accepts and signs your approved terms and conditions and they apply to the transit;
- (ii) where by mistake, your approved terms and conditions were not accepted and signed by the consignor/owner of the goods, but there is evidence that they had been accepted and signed by that same consignor/owner of the goods in the past and that there is an understanding that they apply to the transit.

We will indemnify you for all sums that you become legally liable to pay for compensation for loss of or damage to goods entrusted to your care under the terms of your approved terms and conditions while in the course of transport provided:

1. The goods were in transit or were temporarily stored on or off vehicles in the ordinary course of transit.
2. The insured event occurs within the radius of transit specified in the Policy Schedule.
3. The insured event occurs during the 'Period of Insurance'.
4. You have limited your liability for damage to the goods by obtaining the written agreement (e.g. signature) of the owner of the goods or their authorised representative to the approved terms and conditions prior to transit.

This cover includes all legal costs and expenses incurred by you with our consent or recoverable from you in connection with an insured event.

#### This section (Sub section 2(b)) does not apply to transits where:

- (a) You intentionally choose not to use the approved terms and conditions;
- (b) Through a mistake, your approved terms and conditions were not accepted and signed, and you cannot provide evidence that they had been previously accepted and signed by that same consignor/owner of the goods and that there is an understanding that they apply to the transit;
- (c) You have varied, waived, altered or amended the approved terms and conditions and have not obtained our approval of the changes.

In circumstances where this Sub section 2(b) does not apply, we will provide cover for all sums that you shall become legally liable to pay for compensation for loss of or damage to goods entrusted to your care caused by the insured events detailed in Sub section 2(a) - Basic Cover.

### Additional benefits that apply to all of Section 2

The following Additional benefits will apply:

#### Acquired companies

This section extends to include any company, subsidiary company or firm formed or purchased by you during the period of insurance provided that:

- you hold a controlling interest or have agreed to accept responsibility for insurance,
- you advise us of the existence of the company or firm not later than thirty (30) days from the date of signing the purchase contract or date of formation,
- you declare to us the estimated gross freight earnings, type of goods carried and past claims history,
- you agree to the additional conditions and premium required by us.

#### Packaging

This section covers your legal liability for loss of or damage to packaging while carried in transit caused by an insured event. Subject to a limit of \$50,000 for any one loss or series of losses caused by the one event, and provided the costs are not recoverable under any other Policy of insurance.

'Packaging' means packing materials, shipping containers, crates, pallets, or similar receptacles belonging to you or for which you are responsible.

#### Removal of debris/clean-up costs

We will pay all reasonable costs and expenses incurred by you in removing and disposing/clean-up of the accident site of damaged goods caused by an insured event, subject to a limit of \$50,000 for any one loss or series of losses caused by the one event.

This additional benefit does not apply to bulk dangerous goods.

## Other claims conditions

### (a) Automatic reinstatement

When an amount is paid under this section, the limit of liability is automatically reinstated to the amount specified in the current Policy schedule, subject to payment of an additional premium (where applicable).

### (b) Fraudulent claims

If any claim is fraudulent or false in any respect, to the extent permitted by law, we may refuse to pay the whole or part of the claim.

In the case of a fraudulent claim, we are entitled to cancel this Policy.

### (c) Payees

Amounts payable under this section will only be paid to you and will discharge our liability under this section for the loss.

## When you are not covered - Exclusions applying to Section 2

The exclusions set out in this section apply to all other sections of this Policy.

This Policy does not cover you for your liability for any loss or damage:

1. to property other than the goods specified in this section,
2. to goods as a result of delay, loss of market, loss of profits or any consequential loss,
3. to goods as a result of reduction in value of goods due to repairs,
4. to goods as a result of electronic, electrical or mechanical failure unless there is visible external physical damage which occurred during transit caused by an insured event,
5. from ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the goods,
6. from insufficiency or unsuitability of packing or preparation of the goods ('packing' shall include stowage, or restraint of the goods on your vehicle),
7. from inherent vice or nature of the goods (except for refrigerated goods due to variation in temperature as provided in Sub sections 2(a)),
8. to animals caused by inoculation and/or its after effects, infectious diseases, rejection, abortion, loss/death of foetus, loss of use, or delay,
9. from strikes, lock-outs, labour disturbances, riots or civil commotions or caused by strikers, locked out workers or persons taking part in labour disturbances, riots or civil commotions,
10. from the failure of you or your servants or agents to take all reasonable precautions to ensure that the goods are kept in refrigerated, or, where appropriate, properly insulated and cooled space (for refrigerated goods),
11. to property (except for the insured goods) caused by the operation of a lifting device,
12. to refrigerated goods caused by the failure of your refrigeration equipment which has not been regularly serviced and maintained in accordance with the manufacturer's recommendations,
13. where dangerous goods, irrespective of the quantities, are not being carried in accordance with the requirements of The Australian Code for the Transport of Dangerous Goods by Road and Rail,
14. in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
  - ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
  - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being

prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes,

- any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos,
- any chemical, biological, biochemical, or electromagnetic weapon.

### **In addition, the following clause is paramount and will override anything else contained in this insurance.**

Notwithstanding any provision to the contrary contained in this section or the clauses referred to within this section, it is agreed that in so far as this section covers loss of or damage to the goods caused by terrorism or any terrorist or any person acting from a political motive, such cover is conditional upon the goods being in the ordinary course of transit and, in any event, will terminate either:

- (a) as per transit clause, or
- (b) on delivery to any other warehouse or place of storage, whether prior to or at the intended destination, which you elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, whichever shall first occur.

For the purpose of this section, 'terrorism' means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means, and/or
- putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly political, religious, ideological or similar nature.

'Terrorism' also includes steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

## Additional conditions applying to this section

### No insurance for your customers

The cover provided by this section is intended to indemnify you for your responsibility for loss or damage to goods which you are carrying in the normal course of transit. This section does not provide insurance cover for your customers. You are not authorised to provide any financial services on our behalf. For the purposes of this clause, 'Financial services' includes selling, arranging or offering insurance issued by us or giving financial product advice (as defined in the *Corporations Act 2001* (Cth)) on our behalf.

### Due care

At all times, you must take appropriate care in:

- the handling, moving and storing of goods in your care, custody or control,
- issuing and obtaining agreement to the agreed terms and conditions (where applicable).

## How much we pay

### 1. Amount payable - for goods where you accept responsibility

The amount payable, at our option, will be either:

#### Goods

- the cost of repairing or reinstating the goods to a condition equal to but no better or more extensive than its condition immediately prior to the loss or damage, or
- the invoice value of the goods whilst in transit, or
- if there is no invoice value, the cost of replacing the goods with similar goods of the same age and condition, or as near as possible to that age and condition, (i.e. unless the goods were new, an amount for depreciation and wear and tear will be deducted from the claim).



This amount will be subject to the limit of liability specified in the Policy Schedule.

### Livestock

the net invoice value covering 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. This amount will be subject to the limit of liability specified in the Policy Schedule.

### Packaging (Shipping containers)

The cost of repair or replacement (as required by the hand-over agreement or similar document) up to a limit of \$50,000 for any one loss or series of losses caused by the one event.

### 2. Amount payable-legal defence

The amount payable for your legal liability for loss of or damage to all other goods for which you have not accepted responsibility caused by an insured event, will be either:

- the actual liability incurred, or
- the limit of liability specified in the Policy Schedule,

whichever is the lesser amount.

In addition, we will pay all legal costs and legal expenses incurred by you with our consent or recoverable from you in connection with an insured event.

### 3. Pairs & sets clause

Where any item is part of a pair or set, the insurance will only pay for the part of the pair or set which is lost or destroyed even if it cannot be replaced with a matching item. The insured value of the goods shall be regarded as spread over the whole of the pair or set, divided in the proportions that it would cost to replace all the items making up the pair or set.

### 4. Limit of liability

Our liability is limited to \$500,000 unless otherwise specified in the Policy Schedule for any one accident or series of accidents caused by the one event.

In addition, we will pay all legal costs and expenses incurred by you with our consent or recoverable from you in connection with an insured event.

## Section 3: Liability

### Words with special meanings – Definitions which apply to Section 3 of this Policy

Some key words and terms used in this Section 3 have a special meaning.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Word or term	Meaning
Advertising liability	liability arising out of one or more of the following: <ol style="list-style-type: none"> <li>defamation except arising out of defamatory statements or disparaging material made or produced prior to the inception date of this Policy or made at your direction with your knowledge of the falsity of the statement or material,</li> <li>infringement of copyright, title or slogan,</li> </ol>

Word or term	Meaning
	<ol style="list-style-type: none"> <li>unfair competition, misappropriation of advertising ideas or style of doing business, or</li> <li>invasion of privacy committed or alleged to have been committed in any advertisement and arising out of any advertising activities conducted by you or on your behalf, in the course of carrying out your business.</li> </ol> <p>For the purposes of this definition, 'Advertisement' means any manner of communication given to the public including by way of any form of print media, publication, telecommunication, radio or television broadcast, electronic mail, Internet, world wide web or exhibit.</p>
Aircraft	any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
Employee	any person engaged by you under a contract of service or apprenticeship, but does not include any person employed under such contract who is excluded from the definition of 'worker' under any workers' compensation legislation.
Employment practices	any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly related to employment or prospective employment of any person or persons by you.
Hovercraft	any vessel, craft or thing made or intended to float on or in or travel on or through the atmosphere or water.
Incidental contracts	<ol style="list-style-type: none"> <li>any written rental agreement or lease of real or personal property not requiring an obligation to insure such property or be strictly liable regardless of fault;</li> <li>any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities;</li> <li>any written contract with any railway authority for the loading, unloading and/or transport of Products, including contracts relating to the operation of railway sidings;</li> <li>those contracts designated in the Policy Schedule.</li> </ol>
Internet operations	<ol style="list-style-type: none"> <li>transfer of computer data or programs by use of electronic mail systems by you or your employees, including part-time and temporary staff, contractors and others within your organisation whether or not such data or programs contain any malicious or damaging code, including but not limited to computer virus, worm, logic bomb, or Trojan horse;</li> <li>access through your network to the world wide web or a public Internet site by your employees, including part-time and</li> </ol>

Word or term	Meaning
	temporary staff, contractors and others within your organisation; (c) access to your Intranet (meaning internal company information and computing resources) which is made available through the world wide web for your customers or others outside your organisation.
Joint venture	any enterprise undertaken jointly by you with a third party or parties.
Joint venture partner	any non-insured who jointly participates with you in any joint venture.
Medical persons	qualified medical practitioners, nurses, dentists and first aid attendants.
Occurrence	an event which results in personal injury or property damage or advertising liability, neither expected nor intended from your standpoint. All personal injury or property damage or advertising liability arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one occurrence.
Personal injury	(a) bodily injury (and this expression includes death and illness), disability, shock, fright, mental anguish, mental injury. In the event of any claims, for personal injury arising from latent injury, latent disease or latent sickness, such injury, disease or sickness in respect of each claim shall be deemed to have first happened on the day such injury, disease or sickness was first medically diagnosed and to be covered under this Policy, that diagnosis must first occur during the period of insurance; (b) the effects of false arrest, wrongful detention, false imprisonment or malicious prosecution; (c) the effects of wrongful entry or eviction; (d) the effects of the publication or utterance of a libel or slander or other defamatory or disparaging material; (e) the effects of assault and battery not committed by you or at your direction unless reasonably committed for the purpose of preventing or eliminating danger to persons or property.
Pollutants	any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
Property damage	(a) physical damage to or loss or destruction of tangible property including any resulting loss of use of that property, or (b) loss of use of tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by an occurrence.
Road Transport Operator	the business of transporting goods for a third party including any incidental domestic appliance installation or furniture assembly but shall not include any structural modifications or other work

Word or term	Meaning
	that may require certification by relevant authorities such as but not limited to, plumbing or electrical work.
Subsidiary	(a) any entity which by virtue of any applicable legislation or law is deemed to be your subsidiary (where you are a company); or (b) any entity over which you (where you are a company) are in a position to exercise effective direction or control.
Territorial limits	anywhere in the world subject to Exclusions 16 - 'Territorial limits' and 17 - 'Exports to USA and Canada'.
Watercraft	any vessel, craft or thing made or intended to float on or in or travel on or through or under water.
Your products	any goods, products and property (after they have ceased to be in your possession or under your control), which are or is deemed to have been manufactured, grown, extracted, produced, processed, constructed, assembled, erected, installed, repaired, serviced, treated, sold, supplied or distributed by you (including any container thereof other than a vehicle).

## What you are insured against

**This part contains the following sub sections:**

3(a): Liability

3(b): Defence of claims

### Sub section 3(a): Liability

#### What you are insured against

We will cover you for your legal liability to pay:

- (a) all sums by way of compensation, and
- (b) all costs awarded against you

in respect of:

- (a) personal injury,
- (b) property damage,
- (c) advertising liability

happening during the period of insurance and caused by an occurrence within the territorial limits in connection with your business as a road transport operator.

Note: If all your goods carrying vehicles have not been insured under section 1 of the Policy and section 3 has been selected then the coverage under section 3 only applies to the liability apportioned to the operation of those vehicles insured under section 1.

### Sub section 3(b): Defence of claims

#### What you are insured against

If we agree to cover you we will:

- (a) defend in your name and on your behalf any claim or legal action against you seeking damages for personal injury or property damage even if the action is groundless, false or fraudulent, and we will investigate, negotiate and settle any claim or legal action as we see fit
- (b) pay all legal costs and expenses incurred by us and all interest accruing after entry of judgement until we have paid, tendered or

deposited in court such part of the judgement as does not exceed the limit of liability

- (c) reimburse you for all reasonable expenses, other than loss of earnings, incurred by you with our consent in connection with the defence of a claim or legal action
- (d) pay reasonable expenses incurred by you for first aid to others at the time of personal injury caused by an occurrence (other than medical expenses prohibited by Section 126 of the *Health Insurance Act 1973* (Cth)).

We will do this, provided that:

- (e) we will not be obliged to pay any claim or judgment or to defend any claim or legal action after the limit of liability has been exhausted by payment of judgments or settlements
- (f) if a payment exceeding the limit of liability has to be made to dispose of a claim, our liability to pay any costs, expenses and interest under (a) to (d) in 'Defence of claims' above will be limited to that proportion of those costs, expenses and interest as the limit of liability bears to the amount paid to dispose of the claim.

Any amount we pay, other than payments in settlement of claims, suits and all costs awarded against you, are payable by us over and above the limit of liability set out in the Policy Schedule.

## What we will pay

### Limit of liability

- (a) Our maximum liability in respect of any claim or any series of claims for personal injury, property damage or advertising liability caused by or arising out of one occurrence will not exceed \$32,500,000.
- (b) Our total aggregate liability during any one period of insurance for all claims arising out of your products will not exceed \$32,500,000.

### Additional benefits

The following Additional benefits will apply:

### Penalties

We will indemnify you against any penalty resulting from a claim by a regulatory authority that otherwise would be excluded by reason of Additional exclusion 5 (Fines, penalties, punitive and/or liquidated damages) where the claim is first made on you and notified in writing to us in the period of insurance.

1. We will not be liable to indemnify you in respect of any penalty arising directly or indirectly from or which is based upon, attributable to, or in consequence of any:
  - (a) dishonest, wilful, intentional or deliberate wrongful act; or
  - (b) wilful, intentional or deliberate failure to comply with any lawful notice, direction, enforcement action or proceeding under any Act; or
  - (c) your gross negligence or recklessness; or
  - (d) requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue or impost; or
  - (e) breach of sections 182 or 183 of the Corporations Act and any amendment, consolidation or re-enactment of any of these sections.
  - (f) fines or penalties imposed arising directly from the driving or parking of a vehicle.
2. We will not be liable for fines or penalties uninsurable under any law.

Our aggregate liability for all claims under this extension will not exceed \$250,000 provided you shall be liable for the first \$1,000 of any penalty.

## What you must pay if you make a claim - Excess

For claims you make on this section, you will have to pay the excess which is shown on your Policy Schedule.

If more than one excess is payable under this section for any claim, or series of claims arising from the one occurrence:

- you must pay the highest excess, but
- you pay only one excess.

## When you are not covered

### Exclusions applying to Section 3: Liability

#### 1. Advertising injury

- (a) resulting from statements made at the direction of the Insured with knowledge that such statements are false,
- (b) resulting from failure of performance of contract but this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract,
- (c) resulting from any incorrect description of Products or services,
- (d) resulting from any mistake in advertised price of Products or services,
- (e) failure of the Insured's Products or services to conform with advertised performance, quality, fitness or durability,
- (f) incurred by any Insured whose principal occupation or business is advertising, broadcasting, publishing or telecasting.

#### 2. Employment liability

Liability for personal injury imposed:

- (a) by any workers' compensation law,
- (b) by the provision of any industrial award, agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award, agreement or determination or contract of employment or workplace agreement, or

provided that if you are:

- (c) required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such personal injury, or
- (d) not required to so insure or otherwise fund such liability by reason only that the personal injury is to a person who is not a worker or employee for the purposes of the relevant worker's compensation law or the personal injury is not an injury which is subject to such law

then this section will respond to the extent that your liability would not be covered under such fund, scheme, Policy of insurance or self insurance arrangement had you complied with your obligations pursuant to such law.

There is no cover under this section for and in respect of employment practices.

#### 3. Property in custody or control

Property damage to:

- (a) property owned by or leased or rented to you, or
- (b) property in your physical or legal control.

But this exclusion does not apply to liability for property damage to:

- (c) premises (including landlord's fixtures and fittings) which are leased or rented to you
- (d) premises (or their contents) not owned, leased or rented by you but temporarily occupied by you for work therein
- (e) vehicles (not belonging to or used by you) in your physical or legal control where the property damage occurs while the vehicles are in a car park owned or operated by you, unless you own or operate the car park for reward



- (f) the property of an employee of you or of the parties shown in 'Words with special meanings, Definitions' which apply to all sections of this Policy of 'you' or 'your'
- (g) other property (other than goods being transported, carried or stored by you) on temporary loan or hire to you, our limit under this clause 3(g) does not exceed \$100,000 for any one occurrence and in the aggregate for any one period of insurance.

Provided that we will not cover you under this section in respect of liability assumed by you under any contract or agreement which requires you to effect material damage insurance on premises, property or goods which you do not own.

#### 4. Product defect

Property damage to your products if the damage is attributed to any defect in them or to their harmful nature or unsuitability.

#### 5. Loss of use

Loss of use of property which has not been physically injured, or lost or destroyed resulting from:

- (a) a delay in or lack of performance by or on your behalf of any agreement
- (b) the failure of your products to meet the level of performance, quality, fitness or durability express or implied warranted or represented by you, but this exclusion does not apply to the loss of use of other tangible property resulting from the sudden unintended and unexpected physical damage to or loss or destruction of your products after they have been put to use by any person or organisation other than you as defined under the definition of 'you', 'your' or 'insured'.

#### 6. Product recall

Claims arising out of or resulting from any loss, cost or expense incurred by you for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your products or of any property of which they form a part, if such products or property are withdrawn from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous condition in them.

But this exclusion does not apply to the cost of physically withdrawing or recalling from use products which have already given rise to an occurrence resulting in a claim for compensation which is indemnifiable under this Policy if we agree that such withdrawal is necessary for the purpose of preventing similar claims arising. Our liability hereunder is limited to a maximum of \$100,000 any one period of insurance and provided the Insured will bear the first \$5,000 of each and every claim.

#### 7. Aircraft, aircraft products, watercraft and hovercraft

Claims arising out of:

- (a) the ownership, maintenance, operation or use by you or on your behalf of:
  - (i) any aircraft, or the ownership, operation or use by you or on your behalf of:
  - (ii) any watercraft exceeding 10 metres in length, except where such watercraft are owned or operated by others and used by you for business entertainment, or
  - (iii) Hovercraft.
- (b) your products that are aircraft or aircraft component parts used for maintaining an aircraft in flight or moving upon the ground or used in the construction of an aircraft hull or machinery which to your knowledge are incorporated in an aircraft.

#### 8. Vehicles

Personal injury or property damage arising out of the ownership, possession, operation, or use by you or on your behalf of any vehicle:

- (a) which is registered or which is required under any legislation to be registered, or
- (b) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected).

Exclusions 8(a) and (b) above do not apply to:

- (c) property damage arising out of and during the loading or unloading of goods to or from any vehicle
- (d) property damage caused by or arising from the operation or use of any vehicle which is designed primarily for lifting, lowering, loading, unloading, while being operated or used by you or on your behalf within the confines of your premises
- (e) property damage caused by or arising out of the use of:
  - (i) any vehicle whilst being used as a tool, or
  - (ii) plant forming part of your vehicle being used as a tool operating at any worksite

but excluding property damage caused by or arising whilst the vehicle is transporting or carting goods.

#### 9. Contractual liability

Any obligation assumed by you under any contract or agreement that requires you to:

- (a) effect insurance over property, either real or personal
- (b) assume liability for , personal injury, property damage or advertising liability regardless of fault;

provided that this exclusion shall not apply with regard to:

- (i) liabilities which would have been implied by law in the absence of such contract or agreement, or
- (ii) liabilities assumed under incidental contracts, or
- (iii) terms regarding merchantability, quality, fitness or care of your products which are implied by law or statute, or
- (iv) the obligation is assumed under those agreements specified in the schedule.

#### 10. Professional liability

The rendering of or failure to render professional advice or service by you or any related error or omission, but this exclusion does not apply to:

- (a) the rendering of or the failure to render professional medical advice or service by medical persons employed by you to provide first aid and other medical services on your premises, or
- (b) personal injury or property damage arising from such rendering of or failure to render professional advice or service, providing such professional advice or service is not given for a fee.

#### 11. Pollution

- (a) Personal injury or property damage caused by or arising out of the discharge, dispersal, release, seepage, migration or escape of pollutants into or upon land, the atmosphere, or any water course or body of water, but this exclusion does not apply if the discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place.
- (b) Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution but this exclusion does not apply to clean-up, removal or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in personal injury and/or property damage.
- (c) The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of pollutants caused by any product that has been discarded, dumped, abandoned or thrown away by others.
- (d) The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of pollutants in the United States of

America (USA) or Canada or in any country to which the laws of the USA or Canada apply.

Our liability under clauses 11(a) and 11(b) above in respect of any one discharge, dispersal, release, seepage, migration or escape and for all discharges, dispersals, releases, and escape of pollutants during any one period of insurance will not exceed the limit of liability.

## 12. Territorial limits

- (a) Claims made or actions instituted within any country, state or territory (outside Australia ) where the laws of that country, state or territory require insurance to be effected or secured with an insurer or organisation licensed in that country, state or territory to grant such insurance.
- (b) Claims made and actions instituted within the USA or Canada or any other territory coming within the jurisdiction of the courts of the USA or Canada.
- (c) Claims and actions to which the laws of the USA or Canada apply.

Provided that:

- (d) exclusions 12(b) and 12(c) above do not apply to claims and actions arising from the presence outside Australia of any of your employees and/or directors, partners or proprietors who are normally resident in Australia and who are not undertaking manual work or supervision of work of any kind while in the USA or Canada.

The limit of liability in respect of coverage provided under paragraph 12(d) is inclusive of all costs, expenses and interest as set out in 'Defence of claims' of this section.

## 13. Exports to the USA or Canada

Claims in respect of personal injury or property damage caused by or arising out of your products knowingly exported by you, or your agents or servants, to the USA or Canada.

## 14. Faulty workmanship

The cost of performing, correcting, improving or replacing any work undertaken by you.

## 15. Assault and battery

Personal injury or property damage caused by or arising from assault and battery committed by you or at your direction unless reasonably necessary for the protection of persons or property.

## 16. Tobacco

Personal injury arising directly or indirectly out of or due to the inhalation or ingestion of, or exposure to:

- (a) tobacco or tobacco smoke
- (b) any ingredient or additive present in any articles, items or goods which contain or include tobacco.

## 17. Information technology hazards, computer data, program and storage media exclusion

- (a) Personal injury or property damage arising, directly or indirectly, out of, or in any way involving your Internet operations, or
- (b) property damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
  - (i) the use of any computer hardware or software;
  - (ii) the provision of computer or telecommunication services by you or on your behalf;
  - (iii) the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

But this exclusion does not apply to:

- (c) personal injury or property damage arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site, or
- (d) liability which arises irrespective of the involvement of your Internet operations, and

nothing in this exclusion will be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.

## 18. Participation

Personal Injury to any person arising out of the actual participation by that person in any sporting activities (including but not limited to practice, trials, training and competition) covered by this Policy.

## 19. Sexual molestation

Claims arising from, contributed to by or in connection with sexual and/or child assault, abuse, molestation or attempt thereof.

## 20. Defamation

The publication or utterance of a libel or slander or other defamatory or disparaging material:

- (a) made prior to the commencement of the period of insurance, or
- (b) made by you or at your direction with knowledge of its falsity, or
- (c) if your business is advertising, broadcasting, publishing or telecasting.

## General exclusions

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. any act(s) of Terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:
  - involves violence against one (1) or more persons; or
  - involves damage to property; or
  - endangers life other than that of the person committing the action; or
  - creates a risk to health or safety of the public or a section of the public; or
  - is designed to interfere with or to disrupt an electronic system.
3. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

## Sanction limitation and exclusion clause

You are not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

## Additional exclusions

This Policy does not cover:

1. loss of or damage to your vehicle, goods carried or liability if your vehicle is used in an unsafe or unroadworthy condition unless such condition could not reasonably be detected by you. This exclusion will not apply if you prove that the loss, damage or liability was not caused or contributed to by such unsafe or unroadworthy condition,
2. loss of or damage to your vehicle, goods carried or liability if your vehicle is being driven by:
  - o you or by any person with your consent who is not licensed under any relevant law to drive such a vehicle, or
  - o anyone whose faculties are impaired by any drug or intoxicating liquor, or
  - o anyone whose blood alcohol reading exceeds the legal limit (subject to any laws to the contrary), or
  - o anyone who following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of any State or Territory in which the accident occurred.

However we will cover you if you have allowed that person to drive your vehicle and you can prove that you were not aware that your vehicle was being driven by or in charge of that person when they were so affected or unlicensed.

Where permitted by law, we reserve the right to recover the amount we pay from the driver of your vehicle at the time of the loss or damage.

3. loss of or damage to your vehicle, goods carried or liability if you:
  - o carry or tow a load, or
  - o carry a number of passengers

in excess of that for which your vehicle was designed however we will cover you if you prove that the loss, damage or liability was not caused by or contributed to by any such greater load or number of passengers,

4. damage to goods out of any wilful act or acts committed by you or someone with your knowledge or connivance,
5. fines, penalties, and/or liquidated damages,
6. punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages,
7. claims directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

## General conditions

The insurance cover provided by this Policy is subject to the following conditions.

We are liable to you for loss or damage covered by this Policy whether assumed by you or for which you are legally liable. This liability does not create an interest in this Policy on behalf of any person in relation to any loss or damage for which you have accepted liability under this Policy. You, and not us, are responsible for any liability that you have accepted that is caused by an insured event or any other event that has caused you to be liable during the course of transit of goods by you.

You may not represent to any person that you are able to arrange insurance cover under this Policy or otherwise on our behalf. If you make any such representation we may refuse to pay a claim and treat the Policy as never having worked.

## Authorisation

We may give to and obtain from any other insurers, any insurance reference bureaus and any credit reporting agencies any information relating to your credit or insurance history as well as insurance claims information obtained during the course of this contract.

## Other interests

You must not transfer any interests in this Policy without our written consent.

Any person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy.

## Changes to information previously advised

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

You must tell us immediately if there is any change:

- to the names of the vehicle(s) owners, or
- of the use of or modification to your vehicle(s), or you must also tell us immediately in writing of:
  - (i) every occurrence, claim, writ, summons, proceeding, impending prosecution, and inquest together with all relevant information which may result in a claim under this Policy, whether or not you believe any claim amount might fall below the excess;
  - (ii) every change that comes to your knowledge which materially varies any of the facts or circumstances existing at the commencement of this Policy.

## All persons or companies bound by this Policy and its provisions

All persons or companies entitled to any benefit under this Policy are bound by the provisions of this Policy. We may refuse a claim if you or any of them are in breach of any of the terms and conditions of this Policy including any endorsements noted or attached to the Policy Schedule, except as allowed in 'Additional benefits - Breach of conditions'.

## Other insurances covering the same loss, damage or liability

If at the time of any event giving rise to a claim under this Policy there is any other current Policy covering the same loss, damage or liability you must notify us of the other insurance and you must render all reasonable assistance to us in order that we may obtain a rateable recovery from any other insurer.

## Accidents/losses affect your renewal premium

When calculating your renewal premium all claims that occur during the period of insurance may affect the coming years renewal premium.

In addition if you report an incident or loss after we have advised renewal terms we reserve the right:

- (a) to revise our renewal terms,
- (b) where the Policy has been renewed and a claim has been reported that occurred in the previous period of insurance to charge any additional premium relative to the reported loss,
- (c) where the Policy has been renewed, to reduce the period of insurance in proportion to the amount due if that additional amount is not paid within twenty eight (28) days of notification.

## Protection of insured vehicles

You must take all reasonable precautions for the care, safety and protection of the vehicles covered under this Policy and comply with all statutory obligations, by-laws and regulations imposed by any public authority for the safety, use and storage of the insured vehicles.

## Jurisdiction

All disputes arising out of or under this Policy will be subject to determination by any Court of competent jurisdiction within Australia.

## Joint insureds

Where more than one party comprises the insured each of the parties will be considered as a separate and distinct unit and the words 'you', 'your' or 'insured' will be considered as applying to each party in the same manner as if a separate Policy had been issued to each of them, provided that nothing in this clause will result in an increase of our limit of liability in respect of any occurrence or period of insurance. This General condition does not apply to Paragraphs (3), (4), (5) and (6) of definition of 'You, your', insured in 'Words with special meanings'.

## Discharge of liabilities

At any time we can pay to you or on your behalf, for all claims made against you for any one occurrence:

- the limit of liability, after deducting any amounts already paid, or
- any lower sum for which the claim may be settled.

If we do so:

- the conduct of any outstanding claim(s) will become your responsibility, and
- we will not be liable to pay any further amounts in relation to that occurrence other than costs, charges, or expenses that we agreed to pay before or when we made the payment referred to above.

## Reasonable care

You must:

- exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition,
- take all reasonable precautions to prevent personal injury and property damage, and prevent the manufacture, sale or supply of defective products, and comply with and ensure that your employees, contractors, employees of labour hire organisations utilised by you, servants and agents comply with all statutory obligations, by-laws or regulations imposed by all relevant public authorities for the:
  - safety of persons or property;
  - disposal of waste products;
  - handling, storage or use of flammable liquids or substances, gases or toxic chemicals;
- at your own expense take reasonable action to trace, recall or modify any of your products containing any defect or deficiency of which you have knowledge or have reason to suspect, including (but not limited to) any of your Products subject to governmental or statutory ban.

## Inspection of property

- We will be permitted but not obligated to inspect your property and operations at any time.
- Neither our right to inspect nor our failure to inspect nor the making of any inspection nor any report of an inspection may be used by you or others in any action or proceeding involving us.
- We may examine and audit your books and records at any time during the period of insurance and within three years thereafter but that examination and audit will be restricted to matters which in our opinion are relevant to the Policy.

## Claims

### Notification of claims

Following an event that is likely to give rise to a claim under this Policy, you must take the following steps:

#### 1. Immediate action

Take all reasonable measures to avoid or minimise any loss, damage or liability (the reasonable and necessary cost of doing this will be payable by the insurers).

If theft is covered by this Policy, inform the police as soon as possible after the theft is discovered.

#### 2. Notification

You must inform us or your financial services provider of the event as soon as possible. You will be provided with advice on the procedure to follow.

- Submit full written particulars as soon as possible to your financial services provider.
- Send us or your financial service provider all correspondence and documents relating to the event.
- Reject any claim made against you and deny any liability in writing in accordance with the terms and conditions of the consignment note (where you have not accepted responsibility) and advise us immediately.
- Provide, or arrange for us or your financial services provider to be provided with, invoices, statements and other documents evidencing the amount of the loss.

#### 3. What should not be done

- Do not negotiate, admit, repudiate or pay any claim by any person.
- Do not admit liability if an incident occurs which is likely to result in someone claiming against you.
- Do not make any admission of guilt or promise or offer of payment in connection with any such claim, unless we first agree in writing. This applies to you or any other person making a claim under this Policy.
- Don't repair or replace any goods until you have our approval.
- Don't dispose of the damaged goods without our approval.

#### 4. When someone else may be liable

When someone else may be liable to you for the loss, damage or liability, you must:

- not agree to release that person from liability,
- hold that person liable by delivering a notice of intention to claim,
- inform us of the circumstances and let us have a copy of all relevant documents.

We may exercise all your legal rights relating to the loss or damage. We may prosecute or defend any legal proceedings in your name and use our discretion in the exercise of your legal rights.

In an emergency outside normal business hours you may call our emergency service on 1800 723 867 for assistance.

If in doubt at any time, ring us or your financial services provider for advice.

### What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

### What can affect a claim

We will reduce the amount of a claim by the deductible shown in the Policy terms and conditions or on the Policy Schedule. We may refuse to pay a claim if you are in breach of your duty of disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule. We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy. We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

**Recovery Action and Uninsured loss/s**

If we pay your claim, we may seek to recover the amount paid to you from the third party who caused the loss. We will do this in your name and you must assist us with any reasonable requests.

If you have suffered loss which was not covered by this policy as a result of the incident, we may offer to attempt to recover this for you. You might specifically ask us to recover this for you. You will need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we will also ask you to agree to the basis on which we will handle your recovery action. You may need to contribute to costs in some circumstances.

**QBE Australia**

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This policy is underwritten by QBE Insurance (Australia) Limited  
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