

Motor Insurance Product Disclosure Statement

PDS Document

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Suite 5, Level 8 454 Collins Street
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Suite 5, 531 Hay Street
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1. About Our Motor Insurance

This Product Disclosure Statement ('PDS') contains important information regarding this product. We recommend You review the contents to help You understand Our Motor Insurance product coverage.

Refer to the Table of Contents section of this document to help You locate specific items in the PDS.

2. About Our Product Disclosure Statement and Policy Wording

This document contains important information to help You decide whether this product meets Your needs.

Prior to purchasing this product, You should carefully read this document to ensure You understand its features, benefits, terms and conditions.

Please review:

- Important Customer Information - it contains information on important matters You need to be aware of before applying for this product.
- Policy wording which details the terms and conditions of this product, including Benefits and in particular the Exclusions section which lists what is not covered by this Policy.
- You should also review any other documents We provide to You about this product which may vary the cover otherwise provided by this Policy.

3. Applying for Cover

To apply for cover You should contact Your broker who will arrange an insurance quotation on Your behalf. Your broker can help tailor a level of cover that best suits Your needs. We will use the information supplied by You or Your broker to design an appropriate level of cover that will help You to decide if the cover is suited to Your insurance requirements.

If You decide to accept the terms of the quotation, We will issue Your Broker with a Policy Schedule. The Schedule will contain important information relevant to Your Policy including the Period of Insurance, premium, details of Your Vehicle(s), the Excess(s) that will apply and whether any standard terms have been varied by way of endorsement.

We will send Your broker a renewal notice before the Policy expiry date and time shown in the Policy Schedule which will state whether We will offer to renew Your policy and on what terms.

4. Summary of Cover

Section 1 – Material Damage to Your Vehicle

This provides You with cover for Loss or Damage to Your Vehicle occurring within Australia per Period of Insurance for up to the Market Value, Agreed Value or the Sum Insured, whichever is the lesser, but not exceeding the \$15,000,000 limit of Liability.

Section 1- Summary of Included Benefits

Total Loss of New Vehicle	Vehicle replacement or payout for replacement within 2 years of original manufacture
Shortfall in Input Tax Credit	We will pay the shortfall between the GST payable by You to repair or replace the Vehicle and the amount of Input Tax Credit to which You are entitled.
Total loss of Leased / Financed Vehicles	We will pay up to 25% greater than the Market Value of Your Vehicle
Finance Agreement Repayments	We will pay up to a maximum \$8,000 per Period of insurance
Non-Owned Trailers	We will pay up to a maximum of \$100,000
Substitute Hire Vehicle(s)	Reasonable costs up to \$3,000 per claim if stolen
Removal of Debris	Reasonable costs up to \$50,000 per claim
Emergency Services	Reasonable costs up to \$50,000 per claim
Signwriting	We will pay reasonable costs of replacement up to \$10,000 per claim
Repatriation of a Repaired Vehicle	Reasonable costs up to \$5,000 per claim
Repatriation of a Driver	Reasonable costs up to \$5,000 per claim
Reward for Recovery	Reasonable costs up to \$5,000 per claim
Emergency Repairs	Reasonable costs up to \$5,000 per claim
Funeral Expenses	Reasonable costs up to \$10,000 in any one Period of Insurance
Emergency Accommodation	Reasonable costs up to \$2,500 per claim
Family Travel Expenses	Reasonable costs up to a maximum of \$5,000 in any one Period of Insurance
Employees' Personal effects	Reasonable costs up to \$3,000 per claim
Employee Vehicles	Reasonable costs up to \$50,000 per claim

Windscreen and Glass	Where Your Vehicle is less than 4.5 tonnes GVM Your Excess(s) is waived in any one Period of Insurance
Disability Modifications	Reasonable costs up to a maximum of \$10,000 in any one Period of Insurance
Cost of Removal or Retrieval	Reasonable costs up to \$50,000 per claim
Keys and Locks	Reasonable costs up to \$5,000 in any one period of Insurance
Tarps, Gates, Chains, Dogs & Straps	Reasonable costs up to \$5,000 per claim, excluding theft
Accessories	Reasonable costs for repairing or replacing fixed accessories up to \$3,000

Section 1 - Optional Benefits

Apply where You have elected certain Benefit (s) and the Optional Benefit (s) have been added to Your Policy Schedule.

Downtime	Reimbursement of up to 10 weeks per Period of Insurance, or as stated in Your Policy Schedule for one claim in any one Period of Insurance
Substitute Hire Vehicle(s)	We will pay reasonable costs up to \$5,000 or 30 days, or as stated on Your Policy Schedule, subject to You paying the first 5 days of hire vehicle charges
Windscreen and Glass	Where Your Vehicle is greater than 4.5 tonnes GVM Your standard Policy Excess(s) is waived for one windscreen or other window glass per Vehicle in any one Period of Insurance
Agreed Value	Payment of an Agreed Value, so long as it is not greater than 125% of the Market Value
Hired out Vehicles / Mobile Plant	Accidental Damage caused to Mobile Plant/ Vehicle whilst on hire to a third party

Section 2 – Third Party Liability Cover

This provides You (and certain other persons) with cover for legal Liability for Loss or Damage to someone else's property where You have had an accident arising out of the use of Your Vehicle within Australia during the Period of Insurance to the limit of \$35,000,000 Liability.

Section 2 – Summary of Included Benefits

Legal Costs	Incurred with Our written consent
Employer	Coverage for employer's losses
Employee use of Your Employee(s) Vehicle(s)	Coverage for employee's vehicle
Non-Owned Trailers	For Damage to Third Party property caused where one or more Non-Owned trailer(s) are connected to Your Vehicle
Goods Falling, Loading or Unloading	Coverage to Third Party property Damaged by falling goods
Dangerous Goods	Coverage up to \$5 million for one Accidental event

Section 2 - Optional Benefits

Apply where You have elected certain Benefit (s) and the Optional Benefit (s) have been added to Your Policy Schedule.

Damage to Underground Services	Reasonable costs up to \$500,000 per event
Dangerous Goods	Will pay increased limits shown in Your Policy Schedule for all claims arising from one Accident
Goods on Hook	Reasonable costs up to \$100,000

Section 1 & 2- General Extensions

Automatic Vehicle Inclusion	Newly acquired Vehicles up to \$500,000
Sea Transportation	We will pay any general average and salvage charges whilst Your vehicle is being transported between Australian sea ports
Cross Liability	Waived rights of subrogation against named parties

We provide cover up to the amount(s) and limits specified in the Policy and subject to its other terms, conditions and exclusions. All amounts insured exclude GST. Refer to the Policy for details of the basis on which We settle valid claims.

Before You decide to purchase this Motor Insurance product please ensure it meets Your insurance needs.

If You do not sufficiently insure Your Vehicle(s), You may have to bear the uninsured proportion of any Loss or Liability

Section 1 & 2 Excesses

An Excess is the part of a claim to which You must contribute. The basic Excess is shown in Your Schedule. Please note that Your Policy may require You to pay additional Excess(s).

Section 1 & 2 Exclusions / Conditions / Cancellation

We may refuse to pay, or reduce the amount We pay in certain circumstances. In particular:

- where an exclusion applies;
- if You do not comply with the terms and conditions of the Policy;
- if You do not comply with Your duty of disclosure or if You make a misrepresentation; or
- if You make a fraudulent claim, We are entitled to cancel the Policy in certain circumstances permitted by law.

Goods and Services tax

Where You are registered for GST, You should calculate Your Sums Insured as net amounts (net of input tax credits) and inform Us of those proposed Sums Insured on a GST exclusive basis.

5. How to Make a Claim

In the event You decide to make a claim against Your Policy, You need to first contact Your broker. Claims Procedures are contained in the General Conditions section of the Policy. Claim settlements will exclude GST.

Where during the Period of Insurance You receive notice of any claim that may be covered under this Policy of Insurance, You shall give notice to Us as soon as is reasonably practicable.

The following examples are designed to illustrate how a claim payment might be calculated. It is assumed that You are registered for GST purposes.

Example: Total Loss – where Market Value exceeds the Sum Insured

A Vehicle that has a GVM greater than 4.5 tonnes is comprehensively insured for a Sum Insured of \$130,000, or Market Value, whichever is less. The standard Excess is \$1,000 or 1% of the Sum Insured, whichever is the greater. The Vehicle is Damaged in an Accident and We assess the cost of repair to be \$220,000. We decide it is a Total Loss.

The Vehicle is 8 years old and We assess the Market Value to be \$150,000 (GST inclusive)

We pay	Explanation
Sum Insured of \$130,000	The Vehicle is a Total Loss with a Market Value of \$150,000 and Sum Insured of \$130,000. We normally decide a Vehicle is a Total Loss if the complete repair cost exceeds its Market Value or Sum Insured, (whichever is less), less its salvage value.
Less ITC \$0	We do not deduct any Input Tax Credit (ITC) when Your Vehicle is comprehensively insured for a Sum Insured excluding GST.
Less Excess \$1,300	The standard Vehicle Excess is \$1,000 or 1% of the Sum Insured, whichever the greater. 1% equals \$1,300 of the Sum Insured. We deduct the excess from the amount We pay You.
Total claim \$128,700	We pay this amount directly to You, or the financier with encumbrance on Your Vehicle in a Total Loss situation.

If the Vehicle in the above example was less than 2 years old at the time of the Accident, then, instead of paying the claim, as per above example, We can choose to provide You with a replacement Vehicle including similar accessories and parts, plus Our proportion of on-road costs e.g. registration, compulsory third party, pre-delivery. You must pay the Excess to the dealership that has provided the replacement Vehicle, or to Us at Our option.

We are entitled to retain the Vehicle salvage which becomes Our property and to keep any salvage sale proceeds. We are also entitled to the refund of any registration and compulsory third party insurance on the Vehicle. This does not affect the calculations above unless You obtain these refunds directly in which case We will deduct these costs from the total claim payment.

Example: Total Loss – where the Sum Insured exceeds the Market Value

A Vehicle that has a GVM greater than 4.5 tonnes is comprehensively insured for a Sum Insured of \$130,000, or Market Value, whichever is less. The standard Excess is \$1,000 or 1% of the Sum Insured, whichever is the greater. The Vehicle is Damaged in an Accident and We assess the cost of repair to be \$200,000. We decide it is a Total Loss.

The Vehicle is 10 years old and We assess the Market Value to be \$100,000 (GST inclusive).

We pay	Explanation
Market Value of \$100,000.	The Vehicle is a Total Loss with a Market Value of \$100,000 and the Sum Insured is \$130,000. We normally decide a Vehicle is a Total Loss if the complete repair cost exceeds its Market Value or Sum Insured (whichever is less), less its salvage value.
Less ITC \$9,090	If You are registered for GST and entitled to an Input Tax Credit (ITC) We will deduct this entitlement. In this example We have assumed You are entitled to a full Input Tax Credit (100%).
Less Excess \$1,000	The standard Vehicle Excess is \$1,000, or 1% of the Sum Insured, whichever the greater. However, in this example, We decided to pay Total Loss based on the Market Value of Your Vehicle. 1% of the Market Value equals \$1,000. We deduct the Excess from the amount We pay You.
Total \$89,910	We would normally pay this amount directly to You in a Total Loss situation
Plus lease or finance payout \$20,000	If, instead of owning Your Vehicle outright, Your Vehicle was leased or financed and the amount owing was \$120,000 (excluding any payments in arrears and resulting interest), We will pay the difference between the amount owing under the finance arrangement and the market value (\$120,000 - \$100,000) of \$20,000. This benefit has a limit of 25% greater than the Market Value (\$25,000) which has not been reached.
Total \$109,910	We would normally pay this amount directly to Your lessor or financier and not to You. You pay them any amounts left owing.

If the Vehicle in the above example was less than 2 years old at the time of the Loss, instead of paying the claim, as per above example, We may choose to provide You with a replacement Vehicle including similar accessories and parts, plus Our proportion of on-road costs e.g. registration, compulsory third party, pre-delivery. You must pay the Excess to the dealership that has provided the replacement Vehicle, or to Us at Our option.

The salvage value of the Vehicle becomes Our property and We are entitled to keep the proceeds of its sale. We are also entitled to any refunds from the registration and compulsory third party insurance refunded on the Vehicle. This does not affect the calculations above unless You obtain these refunds directly in which case We will deduct these costs from the total claim

Example: Authorised Repair – Licensed Repairer

A Vehicle that has a GVM greater than 4.5 tonnes is comprehensively insured for a Sum Insured of \$120,000 or Market Value, whichever is less. The standard Excess is \$1,000 or 1% of the Sum Insured, whichever is the greater.

The Vehicle is Damaged in an Accidental and We assess the cost of repair to be \$30,000 (GST inclusive).

We pay	Explanation
Cost of repair of \$30,000.	The Vehicle is Damaged and We authorise repairs to Your Vehicle with the Cost of \$30,000
Less ITC \$2,727	If You are registered for GST and entitled to an Input Tax Credit (ITC) We will deduct this entitlement. In this example We have assumed You are entitled to a full Input Tax Credit (100%).
Less Excess \$1,200	The standard Vehicle Excess is \$1,000 or 1% of the Sum Insured, whichever the greater. 1% equals \$1,200 of the Sum Insured. We deduct the Excess from the amount We pay to the repairer.
Total \$26,073	We would normally pay this amount directly to the repairer.

Example: Third Party Liability

Your Vehicle is comprehensively insured for a Sum Insured of \$120,000 or Market Value whichever is less. The basic Excess is \$1,000 or 1% of the Sum Insured, whichever the greater.

You were held legally liable to pay as compensation \$40,000 (GST inclusive) for Damage to Third Party property as a result of an Accident arising out of the use of Your Vehicle or caused during Loading/Unloading. The Third-Party is GST registered.

We pay	Explanation
Third Party Liability of \$40,000.	Third Party makes a demand for compensation of \$40,000.
Less ITC \$3,636	If the Third Party is registered for GST and entitled to an Input Tax Credit (ITC) We will deduct this entitlement. In this example the Third Party is entitled to a full Input Tax Credit (100%).
Total \$36,364	We would normally pay the claim directly to Third Party.

Your applicable Excess \$1,200

The standard Vehicle Excess is \$1,000, or 1% of the Sum Insured, whichever the greater. 1% of the Sum Insured equals \$1,200. We will request the Excess of \$1,200 from You if Our Assessor advises there is no Damage to Your Vehicle. However, if Our Assessor advises Your Vehicle is Damaged and We have authorised the repairs, then We will deduct this Excess from the amount We pay to repair Your Vehicle.

Confirming Transactions

You may contact Us, in writing or by phone, to ask Us to confirm any transaction under the Policy if You or Your Broker does not already have the required confirmation.

Repair Industry Code of Conduct

Our Loss adjusters, AAMC are signatories to the Motor Vehicle Insurance and Repair Industry Code of Conduct. The voluntary Code is intended to promote transparent, informed, effective and co-operative relationships between smash repairers and insurers based on mutual respect and communication. For further information about the Code visit the Website at www.abrcode.com.au.

Vehicle Repairs

When We authorise repairs to Your Vehicle through an AAMC authorised repairer, We guarantee for the period Your Vehicle remains owned or leased by You:

- the workmanship involved in the repair,
- that the structural integrity of Your Vehicle has been maintained, and
- parts used in the repair will be:
 - generally new original equipment manufacturer's parts, or
 - new non-original equipment manufacturer's parts that comply with Australian Design Rules, or
 - where necessary
 - second-hand original equipment manufacturer's parts provided that the parts are consistent with the age and condition of Your Vehicle and comply with Australian Design Rules, or
 - second-hand non-original equipment manufacturer's parts provided that the parts are consistent with the age and condition of Your Vehicle and comply with Australian Design Rules.
- Sub-Contracted repairs may take place if approved by Us.

6. Complaints procedure

Any complaints should firstly be addressed to Your Broker. If You remain unsatisfied, please place Your complaint in writing to The National Head of Claims at Berkley Insurance Australia at the address shown below.

Level 23
31 Market Street
Sydney NSW 2000
Ph: 02 9275 8500
Email: australia@berkleyinaus.com.au
Postal Address:
PO Box Q296
QVB NSW 1230

7. Premium Calculation

Your Policy is subject to payment or agreement to pay the premium by the agreed time. In order to calculate the premium, various factors are considered, including:

- type of Vehicle(s)
- radius travelled
- value of Vehicle(s)
- type of Goods transported
- type of cover requested
- location and operational radius of the Vehicle(s)
- Your claims history from prior 5 years
- risk management procedures undertaken by Your business
- number of years You have been in business.

When You apply for Your Policy and We offer You cover under Your Policy, You will be informed of the total amount payable.

8. The Duty of Disclosure

Before You enter into the Policy contract with Us, You have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to Us anything that You may reasonably be expected to know is relevant to Our decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate the Policy.

Your duty does not require disclosure of a matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or, in the ordinary course of business, ought to know; and
- as to which compliance with Your duty is waived by Us.

Non-Disclosure

If You fail to comply with the duty of disclosure, We may reduce Our Liability under Your Policy in respect of a claim, or may cancel Your Policy.

If the non-disclosure is fraudulent, We may treat Your Policy

as if it never existed and pay nothing.

Consequences if information is not provided

If You do not provide Us with the information We need, We will be unable to consider Your application for insurance cover, administer Your Policy or manage any claim under Your Policy.

9. Subrogation Agreements

Where another person would be liable to compensate You for any Loss or Damage otherwise covered by the insurance, but You have agreed with that person either before or after the Loss or Damage occurred that You would not seek to recover any monies from that person, the Insurer will not cover You under the Policy for such Loss or Damage.

10. Cooling Off Period

If You are not completely satisfied with Your Policy, You may cancel cover by notifying Us in writing within 14 days of cover having commenced. You will receive a refund of the amount You have paid unless something has occurred for which a claim may become payable under the Policy.

11. Cancellation of Your Policy

You may cancel Your Policy at any time by notifying Us in writing, or by informing Your broker who must then inform Us of Your notice to cancel this Policy. If You cancel the Policy within the Policy term and have not had any claims and can provide a statutory declaration confirming no claims incurred between the inception date and proposed lapse date, We will refund the proportionate time on risk premium amount, less 10% administration fee.

Cancellation of Your Policy by Us

We may cancel Your Policy where permitted by law. The reasons why We may wish to cancel Your Policy include but are not limited to the following circumstances:

- If You failed to comply with Your Duty of Disclosure and We were disadvantaged in Our accepting a risk which We would not have ordinarily accepted had We known of the circumstances.
- If You deliberately misrepresented information, or withheld information during the risk assessment, evaluation and offer of insurance, prior to Us accepting and issuing Your Policy.
- If You have failed to comply with the terms and conditions of the Policy, including any non-payment of premium.
- If You have made a fraudulent claim under Your Policy, or under another contract of insurance which provides cover over the same duration in which Our Policy provides cover.

Should We choose to cancel Your Policy, We will provide You three days' notice in writing informing of the cancellation date. We will write to You, or Your broker at the address last

notified to Us.

Should We decide to cancel Your Policy, We may elect to deduct a premium amount for time on risk and any taxes, commissions and charges We cannot recover, plus reasonable administration costs, but not exceeding 10% of the initial premium plus any endorsements or Optional benefits accepted since Policy inception.

If You have lodged a claim against Your Policy and We have agreed to pay the claim, there will be no return of unused premium to You, unless You have elected for a Burning Cost premium option shown in Your Schedule and the Policy claims meet the formula criteria agreed and entered into at the Policy offer and inception and any such refund is issued post expiry, or lapse date by 90 days.

Cancellation of Your Policy By Us and Premium Funders

Where Your policy has been cancelled by You, or We have exercised Our rights by law and cancelled Your Policy, and Your premium has been funded by a premium funding company, We will refund the unexpired portion of premium directly to the premium funder. This is subject to the Policy being claims free.

Confirming Transactions

You may contact Us, in writing or by phone, to confirm any transaction under the Policy if You or Your broker do not already have the required Policy confirmation details.

12. Privacy Statement

Privacy Statement

We seek at all times to comply with the Privacy Act 1988 and the Australian Privacy Principles therein. If we disclose personal information to you for any reason you must also act in accordance with and comply with the terms of the Privacy Act and the Australian Privacy Principles.

Purpose for collection of information

The information contained in this document and any other documents provided to us will be dealt with in accordance with our Privacy Policy.

Disclosure of Information that you provide to us

We will only use the information in accordance with the terms of the Privacy Policy. Without limiting the application of the Policy We may disclose personal information to other individuals or organisations in connection with your claim, including legal advisors, other parties, other lawyers, experts and witnesses, courts and tribunals and other organisations that need to be involved in the matter. By submitting your notification and continuing to deal with us you consent to Us and these parties collecting, using and disclosing personal and sensitive information about you for these purposes. By signing the claim form you are consenting to the above.

You warrant to us that where you provide us with personal information that you have collected from other individuals:

- That the information has been collected in accordance with the Privacy Act 1988.
- That we are authorised to receive that information from you and to use it for the purpose of providing legal claims management services and advice.
- You, and the person who provided you with the information, are aware and have complied with the Privacy Act 1988 and have notified the person about whom the personal information is collected of the collection use and disclosure of such information.

By executing the claim form you are indemnifying Us against any breach that arises directly or indirectly out of any act or omission of your part which does not accord with the conduct required under the Privacy Act 1988.

Direct Marketing

We do not disclose personal information that we collect to a third party for the purpose of allowing them to direct market their products and services unless you have given us your permission for us to do this.

Cross Border

We will share your personal information with the Berkley group of companies. Our data containing your information is stored in our data centre using dedicated Berkley hardware and network. We may also use Saas, Cloud computing or other technologies from time to time and your information may be stored outside Australia. We will not transfer personal information to a recipient in a foreign country unless we have appropriate protections in place as required by the relevant privacy laws. Your information will be stored on our data base for such period of time as required by law.

Updating Our Product Disclosure Statement

Other documents may form part of Our PDS. If they do, We will tell You in the relevant document. We may update the information contained in Our PDS when necessary.

A paper copy of any updated information is available to You at no cost by contacting Your adviser, by calling Us or accessing Our website, We will issue You with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain this insurance.

Renewal

Prior to Your Policy expiry we will inform you whether we intend to offer renewal of your Policy and if so, on what terms and conditions. If we decide to offer renewal, you will receive a notice setting out the renewal terms, conditions and premium payable to renew the Policy. It is important to check the renewal terms before renewing your Policy in order to check the Sums Insured reflecting Your Vehicle market values (less GST) are correct, the Excess(s), terms and conditions providing cover are sufficient and appropriate for your insurance needs. During renewal, you still have to discharge Your Duty of Disclosure to us.

Further information

If you would like further information, please review our full Privacy Policy on our website www.berkleyinaus.com.au, or if you have any complaints or concerns over the protection of the information you have given to us or that we have collected from others, contact the National Head of Claims at the Sydney address listed below or alternatively send an email to australiaclaims@berkleyinaus.com.au

Berkley Insurance Australia

Level 23, 31 Market Street
Sydney NSW 2000

Ph: 02 9275 8500

Fax: 02 9261 2773

Email: australia@berkleyinaus.com.au

Web: www.berkleyinaus.com.au

Motor Insurance Wording

Wording Document

Contact

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www.berkleyna.com.au

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Brisbane QLD 4000
Ph: 07 3220 9900

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24 Divett Place
Adelaide SA 5000
Ph: 08 8232 2767

Sydney

Level 23, 31 Market Street
Sydney NSW 2000
Ph: 02 9275 8500

Melbourne

Suite 5, Level 8 454 Collins Street
Melbourne VIC 3000
Ph: 03 8319 4080

Perth

Suite 5, 531 Hay Street
Subiaco WA 6008
Ph: 08 9380 8327

Motor Insurance

Wording

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Motor Insurance

Wording

1. Definitions and Interpretations

Headings and notes are for information purposes only and are not to be construed as part of this insurance. In the Policy some words (whether expressed in the singular or plural) have a special meaning as set out below.

- 1.1 Accident or Accidental** means an unexpected, unintended, unanticipated incident, or series of incidents arising out of one event.
- 1.2 Act of Terrorism** means an act including, but not limited to, the use or threat of force or violence 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) which, from its nature or context, is committed for, or in connection with, political, religious, ideological, ethnic or similar purpose or reasons, including the intention to influence any Government and/or to put the public or any section of the public in fear.
- 1.3 Agreed Value** means an amount listed in Your Policy Schedule, provided the amount does not exceed 125% of the Market Value of Your Vehicle.
- 1.4 Cover** means the insurance protection provided by Your Policy as specified in Your Schedule.
- 1.5 Damage(d)** means physical loss, destruction or Damage.
- 1.6 Dangerous Goods** means substances or materials listed in the Australian Dangerous Goods Code for the Transport of Dangerous Goods by Road and Rail or similar code, in force at the time of the Accident.
- 1.7 Downtime** means the period of time during which You are unable to use Your Vehicle due to any Accidental Damage, Loss or theft covered by this Policy as specified in Your Schedule.
- 1.8 Driver** means any appropriately Licenced and experienced person authorised to drive Your Vehicle.
- 1.9 Employee(s)** means any person(s) employed by You under a contract of service.
- 1.10 Endorsement** means a term which We have added to Your Policy and is shown on Your Schedule that alters Your Policy's scope or application and which may limit Your Cover or increase Your Cover.
- 1.11 Excess(s)** means the amount specified in Your Schedule and elsewhere in Your Policy which You must contribute to each and every claim.
- 1.12 Finance Agreement** means any written lease agreement, hire purchase agreement or loan agreement between You and an Australian licensed and regulated financial provider.
- 1.13 Fixed Costs** means any pre-existing cost to Your business that relate to Your business which would apply regardless of the use of Your Vehicle(s).
- 1.14 Goods** mean freight transported by Your Vehicle or Your Driver'(s) vehicle for hire and reward.

- 1.15 Goods On Hook** means Goods fastened to, or connected to, Your Vehicle whilst being Loaded or Unloaded, moved, lifted or positioned by a lifting device.
- 1.16 GST** means Goods and Services Tax.
- 1.17 GVM** means Gross Vehicle Mass and is the maximum weight of a loaded vehicle, including its own weight with fuel and driver.
- 1.18 Headings** have no special meaning in Your Policy. They are just descriptive.
- 1.19 Immediate Family** means parents, grandparents, spouses, de-facto partners, siblings and dependent children.
- 1.20 Included Accessories** means those accessories not fitted by Your vehicle manufacturer as Standard/ Optional Accessories, but which are fitted to upgrade or improve Your Vehicle.
- 1.21 Included Benefit(s)** means benefits that are included in Your Policy and are not Optional Benefits.
- 1.22 Indemnity Limit** means the sum shown in the Your Schedule which is available to indemnify You in respect of any one claim and in the aggregate during the Period of Insurance.
- 1.23 Input Tax Credit** has the meaning given in the A New Tax System (Goods and Services) Act 1999.
- 1.24 Insured** means person(s) or business entity named in Your Schedule.
- 1.25 Liability or Liable** means legal Liability to a Third Party.
- 1.26 Licence(d)** means a person holding a valid permit that describes a right to operate particular types of Vehicle(s) or Mobile Plant.
- 1.27 Loading / Unloading** means the action of placing goods onto, or off, Your Vehicle while stationary.
- 1.28 Loss** means Accidental Damage to Your Vehicle caused during the Period of Insurance and not otherwise excluded by this Policy.
- 1.29 Market Value** means Our reasonable assessment of the value of Your Vehicle immediately prior to Loss.
- 1.30 Mobile Plant** means a Vehicle or machine which is used for digging, drilling, lifting, pumping, spraying, loading, unloading Vehicles, or other related activities, other than specific on-road use, and which is attached to Your Vehicle, but which is not registered for road use.
- 1.31 Nominated Driver** means any Driver employed to drive Your Vehicle and who has completed a driver questionnaire and who has been approved by Us and listed in Your Schedule.
- 1.32 Non-owned Trailer(s)** means any trailer(s) that is owned by a Third Party and is in Your care, custody and control.
- 1.34 Optional Benefits** means additional benefits listed on Your Schedule and for which You have paid premium.
- 1.35 Period of Insurance** means the period shown in Your Schedule.
- 1.36 Policy** means the combination of this document, Your proposal form, Schedule, Optional Benefits, Endorsements and any other information We have considered in providing You with this offer of insurance in writing.
- 1.37 Pollutant(s)** means any solid, liquid or vapour, thermal irritant, smoke, soot, fumes, acid, alkalis, chemical, asbestos, electromagnetic, radioactive or waste material, in quantities deemed toxic or harmful.
- 1.38 Property** means tangible property.
- 1.39 Risk** means uncertainty, or activity causing potential for harm, Damage or Loss.
- 1.40 Schedule** means the document titled Schedule that relates to this insurance containing details of Your specific covers under Your Policy by listing the most recent information about Your Vehicle(s) and any other endorsements to Your Policy and is identified by use of the corresponding Policy number.
- 1.41 Standard / Optional Accessories** are those which are fitted to Your Vehicle by the manufacturer as standard or optional equipment on a specific model.
- 1.42 Sum Insured** means the amount shown in Your Schedule as "Sum Insured".
- 1.43 Third Party(s)** means a person other than You and to whom cover is not provided under Your Policy.
- 1.44 Third Party Property** means Property owned by a Third Party or for which the Third Party is legally responsible.
- 1.45 Total Loss** means We consider that Your Vehicle is irreparable or uneconomical to repair.

- 1.46 Vehicle** means the motor Vehicle(s), Mobile Plant, trailer(s) or gates which are attached to Your Vehicle and are described in Your Schedule including signwriting, manufacturer's standard tools and accessories, or other accessories or appliances that are declared by You in the proposal form whilst attached to, on, or within Your Vehicle.
- 1.47 We, Us and Our** means Berkley Insurance Company (trading as Berkley Insurance Australia) ABN 53 126 559 706.
- 1.48 You and Your** means the Insured named in the Schedule.

2. The Policy

Subject to the terms and conditions of this Policy and upon payment of the premium and any applicable Excess, We will cover You against Loss or Liability that occurs within Australia, during Your Period of Insurance.

3. Section 1 – Cover For Your Vehicle

If You suffer a Loss, We will, at Our sole discretion arrange to repair Your Vehicle, pay You the cost of the repairs to Your Vehicle (less GST), or pay You the cost of replacement of Your Vehicle (less GST), provided the payment does not exceed whichever is the lesser of the Market Value or the Sum Insured.

If the cost of repairs to Your Vehicle is more than its Market Value (less any amount We can obtain for the salvage) We may treat it as a Total Loss and pay You the Sum Insured or Market Value whichever is the lesser.

When a Total Loss payment has been made, the Cover on Your Vehicle is cancelled with no refund of premium and at Our discretion the Vehicle or any salvage of the Vehicle becomes Our property.

The maximum amount We will pay in respect of Section 1, including Included Benefits and Optional Benefits is the lesser of \$15,000,000 or the Sum Insured for any one Loss or in the aggregate during any one Period of Insurance.

4. Section 1 – Included Benefits

4.1 Total Loss of New Vehicles

If You suffer Loss and We consider that Your Vehicle is a Total Loss, and Your Vehicle was manufactured less than 2 years before the Accident, We may replace Your Vehicle with a Vehicle of a similar make and model, or, at Your discretion, pay You the Sum Insured or Market Value, whichever is the lesser.

4.2 Total Loss of Leased/Financed Vehicles

If You suffer a Loss and We consider that Your Vehicle is a Total Loss and the Market Value of Your Vehicle is less than the amount owing by You under Your Finance Agreement for that Vehicle, We will pay the lesser of 25% greater than the Market Value of the Vehicle or the actual payout figure on the Finance Agreement at the time of the Accident, less any discount in respect of finance charges and/or interest for the unexpired term of such Finance Agreement on a date not exceeding 30 days after the date of the Accident.

However, this Included Benefit will not apply where You are more than 30 days in arrears under the Finance Agreement for Your Vehicle at the time of the Accident or where Your Total Loss is as a result of fire or theft.

4.3 Shortfall in Input Tax Credit

If You suffer a Loss and We pay You for the cost of the repairs to Your Vehicle, or the cost of the replacement of Your Vehicle, and there is a shortfall between the GST payable by You to repair or replace the Vehicle, and the amount of Input Tax Credit to which You are entitled, We will pay this shortfall. The most that We will pay for the repair or replacement costs and the shortfall is the Sum Insured for Your Vehicle noted in Your Policy Schedule.

4.4 Finance Agreement Repayments

If Your Vehicle is subject to a Finance Agreement entered into prior to any Loss and You cannot use Your Vehicle as a result of such Loss, We will pay up to a maximum of \$8,000 for Your Finance Agreement repayments for the Vehicle from the date of Loss, to the date of completion of repairs to Our satisfaction, or the reasonable period for the repairs, or if Your Vehicle is a Total Loss, for a period of 14 days after the Loss.

4.5 Non-owned Trailer(s)

If You suffer a Loss and You, or Your Driver had connected one or more Non-owned Trailer(s) to Your Vehicle, and the Non-owned Trailer(s) is Damaged in the Accident, We will pay You up to a maximum of \$100,000 to repair the Damage to the Non-owned Trailer(s).

4.6 Substitute Vehicle (s)

If Your Vehicle has been stolen and it is less than 4.5 tonne GVM, We will pay, up to a maximum of \$3,000 for Your reasonable costs of hiring a similar Vehicle for a maximum of 30 days, or until Your Vehicle is recovered, whichever is the lesser.

4.7 Removal of Debris

We will pay up to a maximum of \$50,000 for the reasonable costs and charges to clean up or remove debris resulting from Goods falling or leaking from Your Vehicle. Payment of this Included Benefit applies in excess of any inland marine, or road freight cargo insurance policy intended to insure freight in transit, or in Your care custody and control.

4.8 Emergency Services

If You suffer a Loss and You incur emergency services charges as a result of that Loss, We will pay up to a maximum of \$50,000 for the attendance of the emergency services.

4.9 Signwriting

If You suffer a Loss, We will pay, up to a maximum of \$10,000 for the reasonable costs of replacement of signwriting or fixed advertising signs, murals, or art work that formed a permanent part of Your Vehicle at the time of the Loss.

4.10 Repatriation of a Repaired Vehicle

If You suffer a Loss We will pay up to a maximum of \$5,000 for the reasonable costs incurred in returning Your Vehicle to Your nearest premises.

4.11 Repatriation of a Driver

If You suffer a Loss and the Driver of Your Vehicle and Your Damaged Vehicle are more than 150 km from Your premises, We will pay up to a maximum of \$5,000 for the reasonable costs of travel and

accommodation incurred for the sole purpose of returning the Driver to Your nearest premises or their home, whichever is the closest.

4.12 Reward for Recovery

If You suffer a Loss because Your Vehicle has been stolen, We may, at our sole discretion, approve payment up to a maximum of \$5,000 for a reward to a person who provides information which secures the full recovery and safe return of Your Vehicle.

4.13 Emergency Repairs

If You suffer a Loss, We will pay up to a maximum of \$5,000 for the reasonable cost of temporary repairs that are required to move Your Vehicle to a place of safety.

4.14 Funeral Expenses

If You suffer a Loss and Your Vehicle is greater than 4.5 tonnes GVM and You, or Your driver is deceased as a result of the Accident, We will pay up to a maximum of \$10,000, per Period of Insurance, for funeral expenses to the deceased's next of kin.

4.15 Emergency Accommodation

If You suffer a Loss and Your Vehicle cannot be driven, We will pay up to a maximum of \$2,500 for essential emergency accommodation for the Driver.

4.16 Family Travel Expenses

If You, or Your Driver are injured and require immediate hospitalisation as a result of the Accident, We will pay the reasonable costs, up to a maximum of \$5,000 in any one Period of Insurance for travel, accommodation, meals and related expenses for You or Your Driver'(s) Immediate Family to attend You or Your Driver whilst hospitalised. This Optional Benefit is subject to the hospital being greater than 150 km from the injured person's Immediate Family's home.

4.17 Employee's Personal Effects

If You suffer a Loss, We will pay up to a maximum of \$3,000 for the reasonable cost of the Driver's personal effects (excluding money) that has not otherwise been declared as additional non-Standard Accessories, which have been Damaged as a direct result of the Accident.

4.18 Employee's Vehicles

We will pay up to a maximum of \$50,000 if You suffer a Loss because Your Employee'(s) Vehicle is Damaged as a result of Your use of Your Employee's Vehicle in direct connection with the business activities that You have disclosed to Us, and provided that Your Employee's Vehicle is less than 4.5 tonnes GVM.

4.19 Windscreen and Glass

If Your Vehicle is less than 4.5 tonnes GVM and Your windscreen, or other window glass is Damaged in an Accident, We will waive the payment of the Excess for that claim. This Included Benefit is limited to one windscreen, or other window glass, per Vehicle in any one Period of Insurance.

4.20 Disability Modifications

If You or Your Driver are permanently disabled from driving the Vehicle as a result of an Accident, We will pay You the reasonable costs up to a maximum \$10,000 in any one Period of Insurance for the sole purpose of enabling You to modify Your Vehicle thereby enabling You, or Your Driver to safely continue operating Your Vehicle.

4.21 Cost of Removal or Retrieval

If You suffer a Loss and Your Vehicle is unable to be driven, We will pay up to a maximum of \$50,000 to move Your Vehicle (excluding debris or load) to the nearest repairer, or to a place of safety or any other location approved by Us.

4.22 Keys and Locks

If the keys to Your Vehicle are lost or Damaged or there are reasonable grounds to suspect Your keys may have been duplicated, We will pay up to a maximum of \$5,000 to replace Your Vehicle keys and/or locks. This Included Benefit is limited to one claim any one Period of Insurance.

4.23 Tarps, Gates, Chains, Dogs, Straps

If You suffer a Loss and Your load binding equipment, tarps, gates, chains, dogs and/or straps are Damaged, excluding theft, We will pay a maximum \$5,000 to repair or replace the binding tarps, gates, chains, dogs and/ or straps. However this included benefit will not apply to any theft claim unless Your Vehicle has been stolen at the same time.

4.24 Accessories

If You suffer a Loss, We will pay up to \$3,000 for the reasonable cost of repairing or replacing fixed accessories, such as radio, TV, CB / UHF Radio, CD/DVD player and refrigerators, provided they have been disclosed and are listed in the Schedule as Standard/Optional Accessories, or as Included Accessories.

5. Section 1 – Optional Benefits

If You suffer a Loss and You have elected to add any of the following Optional Benefits to Your Policy and those Optional Benefits appear on Your Schedule, then:

5.1 Downtime

If Your Vehicle is repairable, We will reimburse You for up to a maximum of 10 weeks for Your reasonable net losses caused by the Downtime of Your Vehicle directly caused by the Loss where the Downtime occurs during the Period of Insurance provided that:

5.1.1 You have obtained a substitute vehicle of a similar type, and

5.1.2 You have taken all reasonable steps to minimise the Loss, and

This Optional Benefit is limited to one claim in any one Period of Insurance for Vehicles specified in Your Schedule.

5.2 Substitute Hire Vehicle(s)

We will pay up to the lesser of \$5,000 or 30 days hire, or until Your Vehicle is repaired or replaced, for the reasonable costs to hire a replacement Vehicle of a similar type.

This Optional Benefit is subject to You paying for the first 5 days of hire vehicle charges.

5.3 Windscreen and Glass

If Your Vehicle is greater than 4.5 tonnes GVM, and Your windscreen or other window glass is Damaged in an Accident, We will waive the payment of the Excess for that claim. This Optional Benefit is limited to one windscreen or other window glass per Vehicle in any one Period of Insurance.

5.4 Agreed Value

If You have requested that a certain Vehicle (s) are to have an Agreed Value as opposed to the Market Value, then in the event of a Total Loss of that Vehicle (s), We will pay the Agreed Value as noted in Your Schedule, provided that the Agreed Value is not greater than 125% of the Market Value of the Vehicle at the time of the Loss. If the Agreed Value is greater than 125% of the Market Value of Your Vehicle at the time of the Loss, then We will only pay up to a maximum 125% of the Market Value of Your Vehicle.

5.5 Hired out Vehicle(s) / Mobile Plant

We will pay for Accidental Damage to Your Vehicle or Mobile Plant while hired out to a Third Party operator subject to Your Policy noting that You have Vehicle Mobile Plant Cover and any other limitations included on Your Schedule.

6. Section 1 – Specific Exclusions

We will not pay for any Loss caused by or in connection with:

6.1 Repair of Pre-existing Damage

The costs of repairing Damage caused or existing before the Accident or before Your Policy commenced.

6.2 Consequential Loss

Consequential Loss because You cannot use Your Vehicle, unless specifically covered in Your Policy.

6.3 Depreciation Wear and Tear etc

Depreciation, wear and tear, rust, corrosion or mechanical, structural, electrical or electronic breakdown or failure, or non-performance.

6.4 Tyre Damage

Damage to Your tyres by application of brakes or by road punctures, cuts, bursts, blowouts, Loss of tread, or Damage to Your Mobile Plant tracks. This Specific Exclusion only relates to tyre damage.

6.5 Hardening or Setting of Concrete, Bitumen

Hardening or setting of concrete, bitumen or other similar such compounds, unless You have taken reasonable steps to remove such compounds prior to them setting in Your Vehicle.

6.6 Failure to Safeguard Your Vehicle

Loss if You have not taken reasonable steps to protect or safeguard Your Vehicle.

6.7 Operating Your Vehicle beyond Manufacturer's Limits

Loss caused by operating Your Vehicle or Mobile Plant beyond the manufacturer's limits.

6.8 On Road Cost

On road costs where Your Vehicle is deemed a Total Loss.

6.9 GST/Fines

Any GST, or any fine, penalty or charge for which You are Liable arising out of Your misrepresentation of, or failure to disclose, Your actual Input Tax Credit entitlement in the settlement of any claim or premium relating to the Policy.

6.10 Tarps, Gates, Chains, Dogs and Straps

Theft of tarps, gates, chains and/or straps in the event of Your Vehicle being left unattended at any time unless there has been Damage to Your Vehicle.

7. Section 2 – Liability to Third Parties

The maximum amount that We will pay in respect of Section 2, is \$35,000,000 for any one Accident in the aggregate during any one Period of Insurance.

We will pay the amount which:

- 7.1** You, or
- 7.2** any person driving, using or in charge of Your Vehicle with Your consent, or
- 7.3** any passenger getting in, or getting out of Your Vehicle
 - 7.3.1** may be held Liable to pay for Third Party Property Damage as a result of an Accident arising out of the use of Your Vehicle, which occurs during the Period of Insurance, and/ or
 - 7.3.2** may be held Liable to pay for personal injury or death as a result of an Accident arising out of the use of Your Vehicle, which occurs during the Period of Insurance, but only if:
 - a) Your Vehicle was registered for use on a public road at the time of the Accident, and
 - b) there is no entitlement to indemnity (either wholly or partially) under any compulsory statutory insurance scheme (CTP) or accident compensation scheme for that Liability.

We will not pay for Damage to Third Party Property and/or Loss of use of Third Party Property belonging to, held in trust or in the, care, custody or control of, the persons described in Clauses 7.1, 7.2, or 7.3 above.

8. Section 2 – Included Benefits

We will pay:

8.1 Legal Costs

Your reasonable legal costs and expenses incurred with Our prior written consent in respect of any claim covered by section 2 of Your Policy.

8.2 Employer

The amount that You are required to pay for the reasonable legal costs of Your employer, principal or business partner, which:

- 8.2.1 have been incurred with Our prior written consent, where
- 8.2.2 those costs arise out of Your Liability to pay for Damages to any Third Party Property because of the use of Your Vehicle by You or any other Licenced person on behalf of Your employer, principal or business partner, or Commonwealth or State Government with Your consent, provided that
- 8.2.3 Your employer, principal or business partner are not entitled to indemnity for those legal costs under any other policy of insurance.

8.3 Employee Use of Your Employee'(s) vehicle(s)

The amount that You are required to pay to indemnify Your Employee(s) against Liability for any Damage to Third Party Property arising from the operation of Your Employee's vehicles:

- 8.3.1 that are less than 4.5 tonnes GVM, and
- 8.3.2 are being used in connection with Your business, with Your prior consent, provided that
- 8.3.3 Your Employee(s) are not entitled to indemnity under any other policy of insurance.

8.4 Goods Falling, Loading or Unloading

The amount that You are required to pay for Damage to Third Party Property from Goods falling from Your Vehicle, either in transit or whilst Loading or Unloading. We will not pay for Loss of or Damage to the Goods themselves.

8.5 Non-Owned Trailer(s)

The amount that You are required to pay for Liability for Damage to Third Party Property caused where one or more Non-owned trailer(s) is connected to Your Vehicle at the time of an Accident.

8.6 Dangerous Goods

The amount that You are required to pay, up to a maximum of \$5,000,000 for any one Accident or in the aggregate during any one Period of Insurance, for all claims following an Accident where Your Vehicle is being used for the transport of Dangerous Goods and where such Dangerous Goods fall within the following classes:

- Class 1 Explosives
- Class 2.1 Flammable Gases
- Class 2.2 Non Flammable Non-Toxic Gases
- Class 2.3 Toxic Gases
- Class 3 Flammable Liquids
- Class 4.1 Flammable Solids
- Class 4.2 Spontaneously Combustible Substances
- Class 4.3 Dangerous When Wet
- Class 5.1 Oxidizing Substances
- Class 5.2 Organic Peroxides
- Class 6.1 Toxic Substances
- Class 8 Corrosives
- Class 9 Miscellaneous Dangerous Goods (Excluding asbestos)

9. Section 2 – Optional Benefits

Where there is Loss or Damage to Third Party Property and You have elected to take out Cover for any of the following Optional Benefits and those selected Optional Benefits appear on Your Schedule, then:

9.1 Damage to Underground Services

We will pay the amount that You are required to pay, up to a maximum of \$500,000 for any one Accident or in the aggregate during any one Period of Insurance, for Third Party Property Damage to underground services caused by You or Your Employee(s) operating Your Vehicle during the ordinary course of Your business, provided:

- 9.1.1 You or Your Employee(s) took all due care and precautions to identify the location of underground services, including obtaining the appropriate written plans and documents from the relevant authorities, and
- 9.1.2 You or Your Employee(s) took reasonable care and precautions to obtain plans and maps which identify the location of underground services while working and You have marked the ground where underground services are located, and
- 9.1.3 You or Your Employee(s) were operating Your Vehicle for the purpose for which it was designed, manufactured and intended, and Your Vehicle is road registered, or
- 9.1.4 Your Vehicle or Mobile Plant was being used in an off public road working environment, for the purpose for which it was designed and intended, and was safe and fit for the purpose in accordance with all applicable safety regulations.

9.2 Dangerous Goods

We will pay the amount that You are required to pay up to the limit shown on Your Schedule for any one Accident or in the aggregate during any one Period of Insurance, but subject to Specific Exclusions 10.9, 10.10 and 10.11 for all claims following an Accident where Your Vehicle is being used for the transport of Dangerous Goods and where such Dangerous Goods fall within the following classes:

- Class 1 Explosives
- Class 2.1 Flammable Gases
- Class 2.2 Non Flammable Non-Toxic Gases

- Class 2.3 Toxic Gases
- Class 3 Flammable Liquids
- Class 4.1 Flammable Solids
- Class 4.2 Spontaneously Combustible Substances
- Class 4.3 Dangerous When Wet
- Class 5.1 Oxidizing Substances
- Class 5.2 Organic Peroxides
- Class 6.1 Toxic Substances
- Class 8 Corrosives
- Class 9 Miscellaneous Dangerous Goods (Excluding asbestos)

9.3 Goods On Hook

We will pay the amount that You have to pay up to a maximum of \$100,000, for any one Loss or in the aggregate during any one Period of Insurance, or any other amount agreed in writing by Us and noted in Your Schedule for Goods:

- 9.3.1 which are not owned by You, and
- 9.3.2 which are Damaged while fastened to, or connected to Your Vehicle, while
- 9.3.3 the Goods are being Loaded, Unloaded, moved, lifted, or positioned by a lifting device, provided that
- 9.3.4 the activity is in the ordinary course of Your business.

10. Section 2 – Specific Exclusions

We will not pay for any claim or Liability caused by or in connection with:

10.1 Vehicle(s) used for Earthmoving, Excavation, Lifting and/or Construction

Your Vehicle(s) where it is designed for the purpose of earthmoving, excavation, lifting and/or construction other than as noted in Your Schedule. This exclusion will not apply to claims covered by Optional Benefit 9.1.

10.2 Transportation of Dangerous Goods

Use of Your Vehicle whilst being used for the transportation of Dangerous Goods other than as listed in Your Policy and where You are transporting Dangerous Goods within the following classes:

10.2.1 6.2 Infectious Substances

10.2.2 7 Radioactive Substances

10.2.3 Asbestos

10.3 Goods or Property

Damage to Your Goods or Your Property or Damage to Goods or Property which are in Your possession, care and/ or control.

10.4 Fines Penalties Exemplary or Aggravated Damages

Any fines, penalties, punitive, exemplary or aggravated Damages.

10.5 Unregistered Vehicle(s) on Public Roads

Your Vehicle being used on a public road where Your Vehicle is not registered for use on a public road.

10.6 Non-Owned Trailer(s)

Non-owned trailer(s) in Your care, custody or control where one or more trailers are connected to Your Vehicle unless otherwise covered under General Extension 1 – Automatic Vehicle Inclusions of Your Policy.

10.7 Death or Personal Injury

Death or personal injury, where:-

10.7.1 You or any person entitled to cover under this Policy are entitled to any cover whatsoever, in full or part, by any statutory compulsory insurance or accident compensation scheme, including any motor vehicle scheme.

10.7.2 You have failed to register, or maintain Your Vehicle in accordance with state or federal motor Vehicle requirements, or have failed to effect statutory compulsory insurance or accident compensation scheme coverage as required for the registration of Your Vehicle.

10.7.3 Your Vehicle is registered in the Northern Territory.

10.7.4 You failed to have a current public Liability policy or general Liability policy cover at the time of the Accident

10.7.5 Your Vehicle has spilt (directly, or indirectly) pollutants or contaminated substances into land, atmosphere or water course of any description

10.7.6 Your Liability is to:

- a) any person in, or on, or in the process of entering or leaving Your Vehicle, or
- b) any person injured by Your trailer(s) which are registered in Queensland or New South Wales, or
- c) Your Employee(s), or
- d) members of Your family, or
- e) any person driving or in charge of Your Vehicle.

10.8 Loading or Unloading of Goods

Damage to Goods which occurs prior to or after Loading / Unloading.

10.9 Pollution

10.9.1 directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants, or

10.9.2 for the cost of removing nullifying or cleaning up of Pollutants, or

10.9.3 for fines, penalties, punitive or exemplary Damages arising directly out of the discharge, dispersal, release or escape of Pollutants.

We will indemnify You in respect of Liability otherwise excluded under 10.9.1 and 10.9.2 above, that is caused by an identifiable Accident, which takes place in its entirety at a specific time and place.

10.10 Liability for Delivery or Wrongful Delivery of Contaminated Goods

Delivery, or wrongful delivery of contaminated Goods, including Goods classified under the Australian Dangerous Goods Code (or applicable equivalent), such as fuel, powder, solid substances and granular, or ingot products, whether classified and categorised as Dangerous Goods, or not.

10.11 Non-compliant Transportation Vehicles

Your Vehicle being used for the transportation of Dangerous Goods, where Your Vehicle does not comply with the requirements of any current legislation, or similar code including but not limited to the Transport of Dangerous Goods by Road or Rail, as applicable.

We will not pay for any Liability whatsoever in connection with and or arising directly or indirectly from Dangerous Goods within the following classes:

10.11.1 Class 6.2 Infectious Substances

10.11.2 Class 7 Radioactive Substances

10.11.3 Asbestos

10.12 Asbestos

Asbestos, or asbestos products or where asbestos is thought to be or is actually found to be contained in any products.

10.13 Accident, Loss or Damage

Any Accident, Loss, or Damage under Section 2 Optional Benefits where You have requested cover after any event causing Accidental Loss or Damage or Third Party Property Damage.

10.14 Mines or Airports

Your Vehicle being used:

10.14.1 in an underground mine, mining shaft, or tunnels which are not public road, or

10.14.2 within the boundaries of any airport or airfield where Your Vehicle can freely interact with aircraft and airport runways.

10.15 Professional Activity

Any service or advice given in a professional consulting capacity.

11. Section 1 and 2 – General Extensions

11.1 Automatic Vehicle Inclusion

This Policy includes any Vehicle(s) similar to those already on Your Schedule, purchased, hired, leased or otherwise acquired by You and which are in Your care, custody and control from the time of their acquisition by You, provided that You notify Us immediately, where:

- 11.1.1 any newly acquired Vehicle has a Market Value in excess of \$500,000.
- 11.1.2 the number, or total value of Vehicle(s) You are seeking cover for exceeds 25% of the total Sum Insured disclosed at the inception of the current Period of Insurance.
- 11.1.3 You are involved in a merger or takeover.
- 11.1.4 You connect more than one Non-owned Trailer(s) with a value of greater than \$100,000 to Your Vehicle(s) in any one Period of Insurance.
- 11.1.5 You affix non-owned plant and equipment, whether truck mounted equipment or otherwise.

You must notify Us of Your acquisition no later than 30 days after acquiring the Vehicle(s) You seek to include under Your Policy. You must also pay any additional premium that We have requested.

11.2 Sea Transportation

We will pay any general average and salvage charges which are incurred whilst Your Vehicle (including automatically included Vehicle(s)) is being transported by sea between ports in Australia.

11.3 Cross Liability

The words You and Your will be considered to apply to each party named in the Schedule and We will waive Our rights of subrogation against any such party. However this General Extension does not increase any Indemnity Limit specified in Your Policy.

12. Section 1 and 2 – General Exclusions

We will not pay for Loss or Liability caused by or in connection with:

12.1 Vehicle(s) Driven By Unlicensed Drivers

Your Vehicle being driven by any person with Your knowledge or consent, who is not Licenced to drive such a vehicle under any laws, by-laws and regulations, or

12.1.1 where Your Schedule states that this is a Nominated Driver Policy and You have not provided Us with Driver declarations within 30 days of Policy inception, or

12.1.2 where We have provided You with a Nominated Driver Policy and requested Driver declarations from You or Your agent or Your broker and We have not received a response within 30 days of Our request for information, or

12.1.3 where 12.1.1 or 12.1.2 have not been met and We have not agreed in writing, to You or Your agent, or Your broker, to extend the Driver declaration submission period.

Exclusions 12.1.1, 12.1.2 and 12.1.3, do not apply in circumstances where Your Vehicle has been stolen.

12.2 Driver(s) affected by Drugs or Alcohol (whether Prescribed or Not) or a Declined Driver

Your Vehicle being driven by any person:

12.2.1 who is under the influence of any drug, substance or alcohol, or

12.2.2 who is convicted of driving at the time of Loss, under the influence of any drug, substance or alcohol, or

12.2.3 with a percentage of alcohol in his/her breath or blood in excess of the percentage permitted by law, or

12.2.4 who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of any State or Territory, or

12.2.5 noted in Your current Schedule as a Declined Driver.

We will indemnify You, if You can prove that You did not know, or could not reasonably have known, that the person driving Your Vehicle was in breach of any

or all of the General Exclusions 12.2.1 to 12.2.5, however, We will not indemnify Your Driver in respect of any Liability whatsoever that is in breach of any or all of the General Exclusions 12.2.1 to 12.2.5.

12.3 Unsafe and/or Un-roadworthy Vehicle(s)

Your Vehicle being used in an unsafe or un-roadworthy condition and such condition caused or contributed to the Loss or Liability. We will pay where You could not have reasonably known Your Vehicle was unsafe or in an un-roadworthy condition.

12.4 Overloading

Your Vehicle being used to carry a greater number of passengers or convey, lift, suspend or tow a load in excess of that for which Your Vehicle was designed.

12.5 Deliberate Damage

Loss caused deliberately by You or Your Employee(s), or any other party acting with Your or Your Employee's consent.

12.6 Experiment, Trial, Breakdown or Demonstration

Your Vehicle being used:

12.6.1 in connection with any experiment, race, test, contest, motor sport, time trial, demonstration or breakdown purposes.

12.6.2 for, or being tested in preparation for any race, time trial, test, contest or other motor sport.

12.7 Lawful Seizure

Loss occasioned by lawful seizure or other operation of law other than where Your Vehicle is used by a government agency in an emergency.

12.8 Malicious Loss or Damage

Malicious Loss to Your Vehicle caused by any of Your Employee(s), directors or subcontractors, who allege that they are owed a debt by You.

12.9 Vehicle(s) in Transit Other Than by Road

Your Vehicle being on rails or otherwise not on terra firma other than as cargo.

12.10 War, Act of Terrorism, Radioactivity or Electromagnetic Weapons

Of any nature, directly or indirectly caused by, resulting from, or in connection with, any of the following, regardless of any other contributing cause or event:

- 12.10.1** war, invasion, acts of foreign enemies, hostilities or warlike 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
- 12.10.2** any Act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism, or
- 12.10.3** radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material, or
- 12.10.4** electromagnetic weapon or similarly powerful electromagnetic device.

12.11 Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, gaseous substance, vapour, soot, fumes, acid, alkalis, chemicals, airborne powder or dust particles, asbestos, waste materials and electromagnetic, irrespective of whether or not such material(s) are to be recycled, reconditioned or reclaimed. We will not pay for any Accidental Loss or Damage causing slow and/or gradual pollution.

12.12 Contractual Liability

Any agreement entered into by You without Our written consent unless such Liability and the extent of such Liability would have existed notwithstanding such agreement.

13. Section 1 and 2 – General Conditions

13.1 Nominated Driver declaration

Where We have offered You cover and subject to Us endorsing Your Policy with a Nominated Driver restriction, We will review and approve, or decline cover for Your Driver Risk. Your Schedule will state that this is a Nominated Driver Policy and subject to Driver approval before cover can be accepted. We require Our Nominated Driver declaration to be completed in respect of all Drivers. If Your Schedule is subject to Nominated Driver declarations, then You must submit to Us a Nominated Driver declaration for each Driver within 30 days in respect of:

- 13.1.1 existing Drivers at the time of inception of Your Policy, or
- 13.1.2 any additional Drivers, commencing work in Your business.

13.2 Excess(s)

The following additional Excess(s) apply:

- 13.2.1 Where Your Vehicle is a tipping trailer, the Vehicle Excess will be doubled if Damage is incurred whilst the tipping hoist is partially or fully extended.
- 13.2.2 In the event of Damage to Property resulting in a claim being paid under Section 2 only, the Excess applicable to the claim will be that which would normally be applied to the Vehicle(s).
- 13.2.3 Where Your Vehicle is a rigid truck 4.5 tonnes GVM or more and the person driving Your Vehicle at the time of the Accident Damage or Loss occurring is under 25 years of age and/or has less than 2 years' experience driving the type of Vehicle, in addition to Your Excess an amount of \$2,000 is payable.
- 13.2.4 Where Your Vehicle is an articulated truck 4.5 tonnes GVM or more and the person driving Your Vehicle is under 25 years of age and/or has less than 2 years' experience driving such type of vehicle in addition to your Excess an amount of \$5,000 is payable.
- 13.2.5 Where Your Vehicle is an articulated vehicle 4.5 tonnes GVM or more and the person is over 25 years of age and/or has less than 2 years' experience driving such a vehicle, in addition to Your Excess an amount of \$3,000 is payable.
- 13.2.6 Where Your Vehicle is a sedan, station wagon, utility or goods carrying Vehicle less than 4.5 tonnes GVM and/or the person driving is under 21 years of age, in addition to Your Excess You must pay an extra amount of \$1,000, or where the person driving is between the ages of 21 and 25 years of age, in addition to Your Excess an amount of \$500 is payable.
- 13.2.7 Where Your Vehicle is greater than 4.5 tonnes GVM and being used outside the radius of operation nominated by You or Your agent in Your proposal for insurance declaration, in addition to Your Excess an amount of \$3,000 is payable.

13.3 Not at Fault Excess(s)

If You or Your Driver are not at fault for the Loss and We can recover from a Third Party, then We will waive Your Excess(s) in full. Theft of Your Vehicle is excluded under this condition.

13.4 Claim Procedure

To make a claim under this Policy:

- 13.4.1 You, or Your legal representative, must provide full details to Us in writing as soon as practicable after the occurrence of any Damage, Loss, or Accident that may incur a Liability and/or which may become the subject of a claim under Your Policy. Any communication from other parties (including court documents) must be sent to Us immediately.
- 13.4.2 Where there is a claim or potential claim under Section 2. You must:
 - a) not make any admission of Liability or offer any payment without Our written consent,
 - b) allow Us to have the sole conduct of all negotiations and proceedings, and
 - c) give Us all reasonable assistance and co-operation in all regards including with any proposed recovery from the at fault party.

13.5 Subrogation

We have the right to recover from any Third Party or other person or entity who may be Liable for a Loss and:

- 13.5.1 We have full discretion in respect of the conduct, defence or settlement of any claim and/or to take any action in Your name.
- 13.5.2 You and any other party entitled to cover under Your Policy must give all information and reasonable co-operation that We may require.

13.6 Cancellation

The Policy may be cancelled by:

- 13.6.1 You at any time by notifying Us in writing. We will refund Your premium for the unexpired Period of Insurance less Our cancellation costs.
- 13.6.2 Us in accordance with the provisions of the Insurance Contracts Act 1984. We will refund Your premium for the unexpired Period of Insurance less Our cancellation costs.
- 13.6.3 A premium funding company but only in accordance with the power of attorney granted to such company by You. We will refund the premium for the unexpired Period of Insurance, from date of request, less Our cancellation costs.

However We will not refund any premium in circumstances where You have notified Us of a circumstance that could give rise to a claim or a claim under Your Policy.

13.7 Repairs

Other than as provided under Section 1- Included Benefit 4.13, You may not authorise repairs to Your Vehicle which are the subject of a claim under Your Policy, unless We provide You with Our written approval.

13.8 Average

If Your Vehicle is greater than 4.5 tonnes GVM and at the time of Loss giving rise to a claim under Section 1 of Your Policy and the Sum Insured on Your Vehicle is less than 80% of the Market Value, then We will pay only such proportion of the repair costs as the Sum Insured bears to 80% of the Market Value of Your Vehicle.

For the purpose of valuation and the application of this provision, prime mover(s) and attached trailers(s) will be regarded as separate Vehicle(s).

13.9 Other Insurance

You must disclose to Us in writing details of all other insurance of whatsoever kind that may cover Your Vehicle(s) or Liabilities in whole or in part, and You must notify Us immediately of any change of that other insurance(s).

13.10 Replacement Parts

If any part or accessory necessary for the repair of Your Vehicle is not available within Australia at the time of such repair, We will pay You up to the latest Australian list price of any manufacturer or distributor for that part or accessory.

13.11 Salvage

If Your Vehicle is declared a Total Loss and We have paid You under Section 1 of Your Policy, the Vehicle and/ or its salvage becomes Our Property.

13.12 Recovery Rights

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.

13.13 Other Interests

This Policy does not provide insurance in respect of the interests of any person or entity not named in the Schedule, or referred to in this policy, irrespective of the Sum Insured. Your interests in this Policy cannot be transferred without Our prior written consent. If any financier is named in the Schedule, or referred to in this Policy as having an interest in the Vehicle and We elect to settle Your claim by cash payment, We reserve the right to pay all or part of the proceeds to the financier. Any payment to the financier will satisfy Our obligations to You under this policy for the amount paid.