



# LIABILITY INSURANCE POLICY

Insurance products are provided by National Transport Insurance. NTI Limited (ABN 84 000 746 109) (AFSL 237 246) as Manager of National Transport Insurance, is an equal joint venture partner of CGU Insurance Limited (ABN 27 004 478 371) (AFSL 238 291) and VERO Insurance Limited (ABN 48 005 297 807) (AFSL 230 859). You are required to read the PDS when choosing whether or not to acquire or continue holding a policy.

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



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# INTRODUCTION

## Important things you should know

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

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

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

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

### Insurers

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

- CGU Insurance Limited: ABN 27 004 478 371; AFSL 238291 – 50%
- Vero Insurance Limited: ABN 48 005 297 807; AFSL 230859 – 50%

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

### National Transport Insurance

NTI is Australia's transport insurance specialist – with over 35 years of experience in the insurance industry, NTI is the company you can count on to protect Your transport assets. Two of Australia's leading general insurers – CGU Insurance and Vero Insurance, back NTI – so You can rest assured that You are in safe hands.

### Your Duty of Disclosure

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

### What You Need to Tell Us

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

### What You Do Not Need to Say

You do not need to tell Us or NTI anything that:

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

### What Will Happen If You Do Not Tell Us or NTI

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

### Privacy Policy

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

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

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

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

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

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

## General Insurance Code of Practice

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

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

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

The Code aims to:

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

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

## Cancelling Your Policy

You may cancel Your Policy by giving Us notice in writing. We will refund premium for each day of the unexpired Period of Insurance, less a 10% cancellation fee. This fee will not apply if the cooling off period is activated. The daily premium will be calculated by dividing the premium by the number of days of the Period of Insurance. Some government taxes & duties are not refundable

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

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

## Resolving Your Complaints

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

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

## Internal Dispute Resolution – Complaints

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

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

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

## Internal Dispute Resolution – Disputes

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

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

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

The maximum time frame for a Dispute Resolution is 45 days.

In the event that You disagree with Our final decision or alternatively, that decision has not been provided within 45 days, You may refer the matter via Our External Dispute Resolution process.

Other than this You retain the right to seek independent legal advice if You so desire.

## External Dispute Resolution

As mentioned earlier, a brochure on our Dispute Resolution Process is available from any of Our Offices which includes information about the External Dispute Resolution Process.

The "EDR" process is by way of the Financial Ombudsman Service ("FOS") which is an impartial body that is independent of us. The contact details for the Financial Ombudsman Service are as follows:

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

We will in any event, provide full details on how to access "FOS" when Our "final decision" letter is sent to You.

The Financial Ombudsman Service operates under guidelines contained in their "Terms of Reference".

In the event of an Application being made to "FOS" to review Your dispute, "FOS" will determine whether Your case is one which falls within their jurisdiction under the "Terms of Reference" and advise You accordingly.

## Costs – How the premium is calculated

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

- The size of Your business and Your Turnover
- Your business activities, main occupation and products supplied.
- The number of operators or employees You engage

- Limit of Liability
- Your base of operations
- Claim history and experience
- Type of cover or extensions of cover chosen

Other matters that may affect the cover We offer You

- Number and types of vehicles in operation
- Use of subcontractors and labour hire personnel

# THE COVER

Subject to the following terms and conditions, this Policy provides Cover for Your liability to Third Parties for Personal Injury or Damage to Property as a result of an Occurrence in connection with Your Business or caused by Your Products during the Period of Insurance.

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

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

## Our Agreement With You

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

Your Policy consists of:

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

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

# GENERAL DEFINITIONS THAT APPLY TO THIS POLICY

Word	Meaning
<b>Aircraft:</b>	means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
<b>Business</b>	means that business described in Your Policy Schedule and shall also include: <ul style="list-style-type: none"> <li>(a) the provision of Your own canteen sports social and child care facilities or welfare organisations, and Your own fire first aid medical and ambulance services;</li> <li>(b) private work undertaken by any of Your Employees for any of Your directors, partners or senior executives;</li> <li>(c) the ownership or occupation of, the carrying out of repairs maintenance alterations or additions to, or the demolition of the premises occupied by You in connection with Your Business specified in Your Policy Schedule.</li> </ul>
<b>Cover</b>	means the benefit and protection provided by the Policy specified in Your Policy Schedule.
<b>Damage to Property</b>	means: <ul style="list-style-type: none"> <li>(a) physical damage to or destruction of tangible property including the loss of use thereof at any time resulting therefrom or,</li> <li>(b) loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by an Occurrence.</li> </ul>
<b>Employee:</b>	means any person engaged in the Business under a contract of service or apprenticeship with You (other than with a person insured by the Principal's Liabilities Clause) or so deemed by any law.
<b>Excess</b>	means the amount specified in Your Policy Schedule You must pay as the first part of any claim unless otherwise stated under the provisions of this Policy.
<b>GST</b>	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
<b>Harmful Code</b>	means any computer program or part of a computer program that <ul style="list-style-type: none"> <li>(a) causes or is designed to cause harm or loss of or damage to persons, computers, computer systems or electronic data or</li> <li>(b) impairs or circumvents or is designed to impair or circumvent the security of any computer, computer system or electronic data, including but not limited to any virus, trojan horse or worm.</li> </ul>
<b>Headings</b>	when used in Your Policy, are purely descriptive in nature and are not intended to be used for interpretative purposes.
<b>Information Technology</b>	means and includes data or part of data, computer hardware, operating system, computer network, equipment, web sites, servers, extranet, software, applications software, computer chip including microprocessor chip and coded instructions as well as any new technology, product or service replacing existing information technology.
<b>Input Tax Credit</b>	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
<b>Insurance Proposal</b>	means the particulars of insurance completed by You, as Your application for insurance, and submitted to Us either in writing or electronically on which We rely to determine whether to provide You with a Policy, and if so, upon what terms and conditions.
<b>Internet Activity</b>	means activity involving the transfer of electronic data over the internet and includes but is not limited to: <ul style="list-style-type: none"> <li>(a) Sending and receiving email;</li> <li>(b) Accessing or using world wide web sites.</li> </ul>
<b>Limit of Indemnity</b>	means the amount(s) specified in Your Policy Schedule as the maximum amount up to which We will protect You for Your liabilities, subject to the application of any Excess.

<b>Mobile Plant</b>	means a Motor Vehicle known as a backhoe, bulldozer, endloader, forklift, industrial crane or hoist, other mobile machinery/equipment, agricultural implement or amphibious vehicle.
<b>Motor Vehicle(s)</b>	means <ul style="list-style-type: none"> <li>➤ any type of machine designed for use on land only, but not a tramway vehicle, a railway vehicle or a hybrid vehicle whilst used on rails; or</li> <li>➤ a trailer; or</li> <li>➤ a non motorised machine or implement, described in Your Policy Schedule.</li> </ul>
<b>National Transport Insurance</b>	means the joint venture of the following insurers in the proportions shown: CGU Insurance Limited: ABN 27 004 478 371; AFSL 238291 – 50% Vero Insurance Limited: ABN 48 005 297 807; AFSL 230859 – 50% This means that each insurer is only responsible for its half share.
<b>Occurrence:</b>	means any event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Damage to Property neither expected nor intended by You. All events of a series consequent on or attributable to one source or original cause will be deemed one Occurrence.
<b>Period of Insurance</b>	means the period between and includes the dates in Your Policy Schedule shown as “Insured From/To” during which We provide insurance under Your Policy. Your Policy expires on the date specified in Your Policy Schedule as the “to” date at 4.00pm Local Standard Time (L.S.T.) of the State or Territory within the Commonwealth of Australia in which Our office issuing Your Policy is located.
<b>Personal Injury</b>	means: <ul style="list-style-type: none"> <li>(a) bodily injury, death, sickness, disability, disease, shock, fright, mental injury, mental anguish or loss of consortium resulting from any of them; and</li> <li>(b) (i) false arrest, false imprisonment, malicious prosecution, wrongful eviction, wrongful detention and humiliation;</li> <li>(ii) libel, slander, defamation of character;</li> <li>(iii) invasion of right of privacy;</li> <li>(iv) assault and battery committed by You for the purpose of preventing or eliminating danger to persons or property to the extent permitted by law.</li> </ul>
<b>Policy</b>	means this document, Your Policy Schedule, the Insurance Proposal, any declarations and statements You make to Us and any other notice We give You in writing, all to be read together.
<b>Policy Schedule</b>	means the most current insurance details and attachments to them, issued to You by Us. It sets out Your Policy number, the Policy applying, Excess and any special conditions, endorsements and limits which apply to Your Policy.
<b>Products</b>	means any goods, product or property (including any components, packaging or container) described in Your Policy Schedule (after they have ceased to be in Your possession or under Your control) manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed in or from Australia or its external territories by You, or are deemed by Australian law to have been manufactured, in the course of the Business, and includes directions markings instructions warnings or given or omitted advice in connection with such Products, but does not include the design, formula or specification of such Products.
<b>Territorial Limits</b>	means: <ul style="list-style-type: none"> <li>(a) anywhere in Australia including its external territories;</li> <li>(b) elsewhere in the world but only in respect of: <ul style="list-style-type: none"> <li>(i) commercial visits by directors and non-manual work carried out by You provided that at the time of carrying out that work such directors or You were normally resident in Australia or its external territories; and</li> <li>(ii) products supplied from or originating in Australia or its external territories (subject to Exclusion 7 of the Specific Exclusions that apply to Section 2 of this Policy - Product Liability).</li> </ul> </li> </ul>
<b>Terrorism</b>	means an act, including but not limited to the use of force or violence (or the threat of force or violence), of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments(s), committed for political, religious, ideological ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

<b>Use as a Tool of Trade</b>	means use for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, vacuuming, suction, or like circumstance. It does not include; 1. use for loading and unloading goods onto or off a goods carrying vehicle (or use of a crane arm mounted on the vehicle to do so) or 2. transit on a designated road to or from a work site, or 3. use for transport or haulage.
<b>Watercraft</b>	means any vessel, craft or thing made or intended to float on or travel on, over or through water.
<b>We/Our/Ours/Us</b>	means National Transport Insurance through its manager NTI Limited: ABN 84 000 746 109; AFSL 237246.
<b>You/Your/Yours</b>	means (a) the client named in the Policy Schedule whose place of residence or if a company, whose place of incorporation, is within Australia or its external territories. (b) any personal representatives in the event of the death of a client but only in respect of liability incurred by the client; (c) any office-bearer committee or member of the client's own canteen sports social and child care facilities or welfare organisations and any member (not being a qualified medical practitioner) of the client's own fire first aid medical or ambulance service; (d) any director partner executive officer or shareholder of the client or any Employee but only for liability in respect of which the client would have been entitled to indemnity if the claim had been made against the client; (e) any director partner or senior executive of the client in respect of private work undertaken by any Employee for such director or senior executive.

## SECTION 1 – PUBLIC LIABILITY

### What You are insured for in Section 1

#### 1. Compensation

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

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

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

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

In addition **We will pay**;

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

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

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

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



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

We **shall not be liable** for:

## 1. Damage to Property

Damage to Property;

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

## 2. Liability Under Agreement

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

## 3. Aircraft & Watercraft

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

## 4. Motor Vehicles

Personal Injury or Damage to Property caused by or arising directly or indirectly out of or in any way connected with the ownership, possession, operation, driving or use by You of any Motor Vehicle;

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

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

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

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

## 5. Products

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

## 6. Professional Duty

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

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

## 7. Property Change

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

## 8. Defamation

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

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

## 9. Blasting

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

# SECTION 2 – PRODUCTS LIABILITY

## What You are insured for in Section 2

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### 1. Compensation

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

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

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

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

In addition **We will pay**:

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

- (c) all charges expenses and legal costs recoverable from You resulting from any Occurrence giving rise to legal liability under this Section 2 of this Policy; and
- (d) all expenses incurred by You for first aid to others at the time of Personal Injury (other than payment of medical expenses which is prohibited by law).

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

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

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

# SPECIFIC EXCLUSIONS THAT APPLY ONLY TO SECTION 2 – PRODUCTS LIABILITY

We shall not be liable for:

## 1. Damage to Property

Damage to Property;

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

## 2. Aircraft Products

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

## 3. Liability Under Agreement

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

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

## 4. Repair or Replacement

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

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

## 5. Known Defects

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

## 6. Defective Design

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

## 7. North American Exports

Personal Injury or Damage to Property:

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

## 8. Public Liability

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

## 9. Product Defect

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

# AUTOMATIC EXTENSIONS OF COVER

## Cross Liability

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

## Principal's Liability

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

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

## Wrongful Delivery of Concrete

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

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

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

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

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

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

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

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

In all other respects the Policy remains unaltered.

# EXCLUSIONS THAT APPLY TO ALL SECTIONS OF THIS POLICY

We **shall not be liable** for:

## 1. Pollution

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

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

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

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

## 2. Contaminants

any legal liability of whatsoever nature arising out of/by/through/from the removal or disposal of contaminants (including those things so effected thereby), whether same be known or not known to be so contaminated, suspected of being contaminated, or declared contaminated, unless the cause of such contamination occurs as described in Exclusion 1(a) above for which You are held legally liable.

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

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

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

## 3. Asbestos

loss or damage or liability arising out of any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

## 4. Loss of use

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

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

## 5. Injury to family

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

## 6. Welding

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

## 7. Internet Operations

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

## 8. Underground Services

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

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

## 9. Vibration and Removal of Support

liability for Damage to Property in connection with:

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

## 10. Advertising

liability for advertising arising out of:

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

## 11. Construction activity, rail works and underground operations

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

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

## 12. Organic Growths

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

## 13. E-Commerce

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

- (a) communication, display, distribution or publication of Information Technology or Harmful Code;
- (b) (i) total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Information Technology;
- (ii) error in creating, amending, entering, directing, deleting or using Information Technology equipment;

- (iii) total or partial inability or failure to receive, send, access or use Information Technology for any time or at all.

## 14. Defective Work

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

## 15. Aviation activities

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

## 16. Employers' Liability

- (a) any liability for Personal Injury for which insurance against such liability (whether the insurance is limited in amount or not) is required pursuant to any workers' compensation, accident compensation or similar legislation in respect of Personal Injury to an Employee, or a person deemed to be Your Employee by such legislation, arising out of or sustained in the course of the employment of such person by You;
- (b) any liability to any person for Personal Injury arising out of or sustained in the course of the employment of such person by You in Western Australia;
- (c) any other liability imposed by the provisions of:
  - (i) any workers' compensation, accident compensation or similar legislation, or
  - (ii) any industrial award or agreement or determination or any contract of employment or workplace agreement.

## 17. War

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

## 18. Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

loss, damage, liability or expense that is directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) 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;

- (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

## 19. Terrorism

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

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

## 20. Fines & Penalties

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

## 21. Avian Influenza and Infectious Disease

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

- (a) Avian Influenza, including all virus sub-types;
- (b) Bird Flu and/or Avian Flu;
- (c) Any disease directly or indirectly caused by or in connection with negatively stranded RNA virus or viruses belonging to the Influenza A genus of the family: Orthomyxoviridae;

- (d) the infection of property, humans, animals or other living creatures by infectious matter, or the spreading or releasing thereof, by You, whether accidentally, knowingly, wilfully, maliciously or otherwise;
- (e) any losses caused by quarantinable disease listed in the *Australian Quarantine Act 1908* or similar,

## 22. Fraudulent, Wilful & Deliberate Acts

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

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

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

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

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

## 23. Reckless Conduct

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

# GENERAL CONDITIONS THAT APPLY TO ALL SECTIONS OF THIS POLICY

## 1. Your Duty of Disclosure

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

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

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

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

## 2. Due Observance

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

## 3. Cancellation

You may cancel Your Policy at any time by giving Us written notification.

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

Where You request cancellation, We will deduct a 10% cancellation fee.

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

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

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

#### **4. Goods and Services Tax**

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

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

Despite the other provisions of this insurance (including provisions in the wordings, Your Policy Schedule or any endorsement) Our liability to You will be calculated taking into account any Input Tax Credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition.

#### **5. Government Taxes and Duties**

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

#### **6. Change of Circumstances**

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

#### **7. Law & Jurisdiction**

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

#### **8. Notices**

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

#### **9. Other Insurances**

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

#### **10. Causing or Contributing to Loss**

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

#### **11. Reasonable Care**

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

- (a) to prevent loss or damage to and ensure the safety of any item or thing which is the subject of the Cover provided under Your Policy;
- (b) to employ only competent employees;
- (c) to comply with all statutory obligations and by-laws or regulations and recognised standards imposed by any public authority;
- (d) to prevent Personal Injury or Damage to Property.
- (e) maintain all premises, plant, equipment (including protective devices) and everything used in Your Business in proper repair and in a sound working condition;
- (f) take immediate actions to trace, recall or modify any of the Products containing any defects or deficiency of which You have knowledge or reason to suspect contain such a defect or deficiency;

#### **12. Adjustment**

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

#### **13. Prohibited by Law**

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



# GENERAL CLAIMS RESPONSIBILITIES THAT APPLY TO ALL SECTIONS OF THIS POLICY

When You suffer loss, damage, liability or expense claimable under this Policy, You, or anyone acting for You or on Your behalf must:

1. take all reasonable measures to avoid or minimise any further loss damage, liability or expense;
2. not make any admission, offer, promise, payment or indemnity without Our written consent;
3. tell Us all the details of the loss immediately either by submission of a claim form or by providing the information required by **NTI AccidentAssist**, and in no case more than 30 days after the loss damage, liability or expense occurred. This information should be provided to Us with any written documentation, for example, a letter of demand from a claimant, a writ, summons or process received from any third party claimant. The obligation to provide this information is ongoing;
4. pay the Excess to Us at the time of lodgement of claim;
5. give Us all information and assistance We require in the prosecution, defence or settlement of any claim or any action or any claim made by You for benefits under Your Policy;
6. notify Us of any other insurance that also provides insurance for any claim under Your Policy;
7. in the event of loss caused by burglary, theft and/or malicious damage, notify the police immediately and provide to them all assistance to apprehend the offending party;
8. not make any false declaration or statement in support of any claim under Your Policy;
9. allow Us to exercise our rights to possession of the damaged or recovered property where We have paid Your claim.
10. We may at any time pay to You the appropriate Limit of Indemnity (after deducting any sum or sums already paid) or any lesser amount for which a claim or claims may be settled and thereupon We shall relinquish the conduct and control of and shall be under no further liability in connection with such claim or claims except for those costs and expenses incurred prior to the date of such payment.
11. If We have not exercised Our rights under General Claims Responsibilities 10 of this Policy, Our liability to pay costs and expenses, where any sum or sums exceeding the appropriate Limit of Indemnity have to be paid to dispose of a claim or claims, shall be limited to such proportion of the said costs and expenses as such Limit of Indemnity bears to the amount actually so paid, or to be paid.
12. We will notify Medicare under the *Health and Other Services (Compensation) Act 1995*, where any payment is due or claim for compensation is lodged under that Act. If a Commonwealth issued 'Notice of Charge' deems a amount is due to the Commonwealth, that amount will be paid to the Commonwealth prior to and nett of any further compensation payment being made.

When You claim under this Policy;

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







## CONTACT NTI

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