

# Motorpack™



Motorpack™  
Insurance



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Level 2, 99 Melbourne Street  
South Brisbane QLD 4101  
Phone: (07) 3307 4800  
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465 Pulteney Street  
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Phone: (08) 8228 1700  
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### Tasmania

Level 1, 27 Paterson Street  
Launceston TAS 7250  
Phone: (03) 6345 4700  
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Level 3, 99 King Street  
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Perth WA 6000  
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## MOTORPACK - STEADFAST

### Policy Wording and Product Disclosure Statement

#### Introduction

The insurer of this Motorpack insurance is Wesfarmers General Insurance Limited ABN 24 000 036 279 AFS Licence No. 241461, trading as Lumley Insurance.

This document contains important information about this insurance and how it works. Before making a decision to take up this insurance, please read this document carefully.

To determine if this insurance is appropriate for You, it is important that You read:

- This Introduction and the Important Information - it contains information on important matters You need to be aware of before applying for this product;
- the Policy, which explains the features, benefits, terms conditions and exclusions of this product;
- any other documents We provide to You about this product which may change the features, benefits, terms, conditions and exclusions described in the Policy.

#### About Steadfast

Steadfast is an unlisted public company comprising over 270 shareholders. Each shareholder is an independent insurance brokerage. This Policy is available exclusively to You through shareholders of Steadfast Group Limited. Steadfast Group Limited does not issue, guarantee or underwrite this Policy.

#### Important information about Steadfast's advice

Any advice Steadfast gives about this Policy does not take into account any of Your particular objectives, financial situation or needs. For this reason, before You act on Steadfast's advice, You should consider the appropriateness of the advice taking into account Your own objectives, financial situation and needs. Before You make any decisions about whether to acquire this Policy We recommend You should read this Insurance Policy.

Preparation Date: 1 June 2011

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# IMPORTANT INFORMATION

## 1. Entering into the Policy with Us

Where We have agreed to insure You, We confirm this by issuing You with a Policy Schedule which provides details relevant to You, such as Sums Insured, Limits of Liability, Premium and Excesses.

The Policy, which is Your contract with Us, is entered into on the basis of the information provided by You in the application process. Please ensure You have complied with Your Duty of Disclosure as this can affect Your ability to claim.

The Policy is entered into on the condition that You will pay the Premium required by Us by the agreed time (including any adjustments).

In order to calculate Your Premium, We take various factors into consideration, including the level of cover requested and the property to be insured.

Your Premium also includes amounts that take into account Our actual or estimated obligation to pay any relevant compulsory government charges, taxes or levies (for example Stamp Duty, GST and Fire Services Levy)

The Policy is made up of:

- this document;
- the Policy Schedule;
- any endorsements to the Policy issued by Us.

You need to:

- read these documents together as they set out all of the terms and conditions of Your cover;
- check them to make sure that the cover given is what You want;
- keep them together in a safe place for future reference along with receipts, and other evidence of ownership and value of items You have specified on the proposal form, or any other application for insurance, and for any other items of significant value.

If You do not meet Your obligations under the Policy, We may cancel it and/or reduce Our liability in respect of a claim to the extent permitted by law.

If You need more information about the Policy please contact Your insurance adviser or Us.

## 2. Your Duty of Disclosure

### **Your duty of disclosure for a new Policy**

The **Insurance Contracts Act 1984** requires that any information that We seek must be collected by a specific question.

When answering Our questions, You must be honest

and You have a duty under the **Insurance Contracts Act 1984** to tell Us anything known to You, and which a reasonable person in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure You and anyone else to be insured under the Policy, and on what terms. It is important that You understand You are answering Our questions in this way for Yourself and anyone else that You want to be covered by the Policy.

### **Your duty of disclosure before You renew, extend, vary or reinstate Your Policy**

You have a duty, under the **Insurance Contracts Act 1984**, to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

Your duty however 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 Our business, ought to know;
- where compliance with Your duty is waived by Us.

When answering any questions, You must be honest.

We will use the information You disclose in deciding whether to insure You and anyone else to be insured under the Policy, and on what terms.

### **Consequence of non-disclosure**

If You fail to comply with Your duty of disclosure for a new Policy, or before You renew, extend, vary or reinstate Your Policy We may be entitled to reduce Our liability under the Policy in respect of a claim or may cancel it. If Your non-disclosure is fraudulent, We may also have the option of avoiding the Policy from its commencement.

## 3. Other Party's interests

We only cover persons specified in the Policy as entitled to cover for the relevant interest specified. If You want to cover a person's interest that is not specified You need to apply to Us for this.

## 4. Cooling Off

If You are not completely satisfied with the Policy You may cancel it by notifying Us in writing within 30 days of cover having commenced. You will receive a refund of the amount You have paid unless You have made or are entitled to make a claim under the Policy. You still have cancellation rights after this Cooling Off period ends, which are set out in the General Conditions.

## 5. Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry.

We are a signatory to the Code. If You require further information about the General Insurance Code of Practice, please contact Us.

## 6. Complaints

If You have a complaint, You may contact Us and request that We review the matter. If You are dissatisfied with Our decision, You may request it be reviewed by Our Internal Dispute Resolution (IDR) Committee.

If You are unhappy with Our decision You may refer Your dispute to the Financial Ombudsman Service (FOS). The FOS is a free and independent external dispute resolution scheme for consumers approved by the Australian Securities and Investment Commission for disputes. The scheme applies to matters that are covered by the FOS' Terms of Reference. We are a member of this scheme and We agree to be bound by the FOS' determinations on disputes but You are not so bound. If You wish Your dispute to be determined by the FOS, You must refer Your dispute to the FOS within 2 years of the date of Our final IDR response. You may refer the matter to the FOS by contacting them at:

Financial Ombudsman Service  
GPO Box 3  
Melbourne Victoria 3001  
Phone: 1300 78 08 08  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Website: [www.fos.org.au](http://www.fos.org.au)

## 7. Premium

In order to calculate Your Premium, We take various factors into consideration, including the level of cover requested and the property to be insured. For the Motorpack section of this Policy these factors include but are not limited to:

- type and value of Vehicle;
- type of Freight carried;
- fleet kilometres travelled;
- type of cover requested;
- age and experience of each Driver;
- location and operating radius of the Vehicle;
- Loss/claims history for the last five (5) years;
- risk management procedures undertaken by Your business.

Factors that increase the risk to Us generally increase the Premium (e.g. high claims experience or higher Sum Insured) and factors that reduce the risk to Us generally reduce the premium (e.g. low claims experience or lower Sums Insured).

Your Premium also includes amounts that take into account Our actual or estimated obligation to pay any relevant compulsory government charges, taxes or levies (for example Stamp Duty, GST and Fire Services Levy).

Where We are required to pay an estimated amount (e.g. for Fire Services Levies) based on criteria set by the Government, We allocate to the Policy Our estimate of the amount We will be required to pay. We may under or over recover in any particular year but We will not adjust Your Premium because of this. You can ask Us for more details if You wish.

When You apply for this insurance, You will be advised of the total amount payable, when it needs to be paid and how it can be paid. This amount will be clearly set out in Your Policy Schedule, which will be sent to You within five (5) days of the issue of this product. If You fail to pay, We may reduce any claim payment by the amount of Premium owing and/or cancel the Policy.

You may also be required to pay an Excess in the event of a claim under this Policy. The amount of any Excess will be shown on Your Policy Schedule.

## 8. Excess

An Excess is the part of a claim You must contribute and it is payable for each and every claim covered by the Motorpack Section. The Excess is shown in the Policy Schedule, and any additional Excesses payable in certain circumstances are shown in the Policy (refer to the Policy wording for further details). Excesses shall be cumulative across all Parts of Motorpack and within each Part of Motorpack.

The Excess is payable unless We are satisfied that another identified party is at fault, You are not at fault, and You provide Us with the other party's name and contact details.

## 9. Privacy

We are bound by the National Privacy Principles (NPPs) and comply with the *Privacy Act 1988 (Cth)*. We are committed to ensuring that all Our business dealings comply with the NPPs and acknowledge the importance of keeping personal details for individuals confidential and secure.

## IMPORTANT INFORMATION (CONTINUED)

### Collection

We collect personal information for the purpose of providing insurance, including arranging insurance, Policy administration and claims handling.

### Disclosure

When necessary, We may disclose Your personal information to and/or collect Your personal information from:

- other companies within the same Group;
- other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financial or investigative service providers;
- service providers including: mail delivery, information technology, research and development, customer research, imaging and document management, legal and other professional service providers;
- government, law enforcement or statutory bodies, where required by law;
- dispute resolution service providers, such as the Financial Ombudsman Service; and
- hospitals, medical and health professionals.

Where You are an insured person and not the Policyholder, We may disclose Your personal information to the Policyholder.

### Disclosure overseas

There are also instances where We may have to send Your personal information overseas or collect personal information from overseas. These instances include:

- sending Your personal information to companies in the same Group;
- when You have asked Us to do so;
- when We are authorised or required by law to do so;
- when We have outsourced a business activity or function to an overseas service provider with whom We have a contractual arrangement; or

We will only send Your personal information overseas or collect personal information about You from overseas for the purposes in this statement and in compliance with the privacy regime.

### Use

We use and disclose Your personal information for the purposes providing insurance, including arranging insurance, Policy administration, claims handling and dispute resolution.

We may also use and disclose Your personal information for a secondary purpose related to the purpose for which We collected it, where You would reasonably expect Us to use or disclose Your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When We disclose personal information to third parties We limit their use and disclosure to the specific purpose for which We supplied it. By providing personal information to Us or Our agent, You consent to Us making these disclosures.

Without Your Personal information, We may not be able to provide You with the services You require.

When You give Us personal information about other individuals, We rely on You to have made, or make, them aware that You will, or may, provide their information to Us and the types of third parties We may provide it to; the relevant purposes We and the third parties will use it for; and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant information.

If You require a copy of Our Privacy Statement, the full Privacy Policy, or further information, please contact Your nearest Lumley office and ask for the Compliance Manager or visit Our website at [www.lumley.com.au](http://www.lumley.com.au).

### Access

You can request access to, and if applicable the correction of, the personal information We hold about You by contacting Us. A fee may be charged to cover the cost associated with providing access.

In some circumstances, We are able to deny Your request for access to personal information. If We deny Your request for access, We will tell You why.

## 10. Goods and Services Tax (GST)

All amounts insured by the Policy are in accordance with the advice You have given to Us regarding Your GST status. Any claim settlements, up to the total of all amounts insured, will be calculated with reference to Your GST status and the GST status of the property which is the subject of the claim.

We will not be liable to pay any GST, or any fine, penalty or charge that You are liable for arising out of Your misrepresentation of, or failure to disclose, Your proper input tax credit entitlement on the Premium relating to the Policy.

In respect of Your Policy with Us, where You are registered for GST purposes, You should calculate Your proposed Sums Insured with reference to the GST status of each Vehicle or item of Insured Property. Depending on the GST status of each Vehicle or item of Insured Property, the Sums Insured may or may not include a GST component. An amount for GST should only be included in the Sum Insured if the Vehicle or item of Insured Property is not used 100% for business use. All Vehicles or items of Insured Property used 100% for business use should be insured on a GST exclusive basis. Any claim settlements, up to the total of all amounts insured, will be calculated with reference to Your GST status and the GST status of the property which is the subject of the claim.

This outline of the effect of the GST on Your Policy is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to Your particular circumstances.

## 11. Terrorism Insurance Act 2003 (Cth)

This Policy excludes cover for losses as a result of Terrorism.

In the event that damage to property occurs and the cause of the damage is declared a terrorist incident by the responsible Minister, then You may be afforded protection within the limits of indemnity of this Policy by virtue of the **Terrorism Insurance Act 2003**. The operation of this Act may also serve to reduce the settlement of Your loss to a percentage of the otherwise recoverable loss. In the event that the settlement is reduced then this will be at the direction of the Minister.

A more detailed explanation of the operation of the **Terrorism Insurance Act 2003** can be obtained at [www.arpc.gov.au](http://www.arpc.gov.au).

## 12. Underinsurance

It is Your responsibility to ensure that the Sums Insured of the Vehicle or property You want insured by this Policy are adequate. Sums Insured should reflect the new replacement value of any Vehicle or property to be insured. If Sums Insured are not adequate, claims may not be paid in full.

You should review the adequacy of Sums Insured periodically during the Period of Insurance and prior to renewal each year. Inadequacy of Sums Insured can present significant issues of financial hardship. If You are unable to establish the adequacy of Sums Insured, You should seek assistance from Your insurance advisor.

## 13. Financial Claims Scheme

Some sections of this Policy may be a 'protected Policy' under the Federal Government's Financial Claims Scheme (FCS) and only applies in the event of an insurer becoming insolvent and the Federal Treasurer declaring that the FCS will apply to that insurer.

Payment of a claim under the FCS is subject to the Scheme's eligibility criteria being met.

Information about the FCS can be obtained from the Australian Prudential Regulation Authority at [www.apra.gov.au](http://www.apra.gov.au) by calling 1300 13 10 60.

## 14. Exclusions and Conditions

General Exclusions apply to all sections of this Policy. Each section also contains exclusions which apply specifically to that section. The exclusions explain the circumstances in which We will not cover You. Please refer to the General Exclusions and the exclusions in each section for full details.

General Conditions apply to all sections of this Policy. Each section also contains exclusions which apply specifically to that section. The conditions explain the obligations which You must comply with to be able to make a valid claim. Please refer to the General Conditions and the conditions in each section for full details.

## 15. Claims Payment Examples

The following examples are designed to illustrate how a claim payment might typically be calculated. It is assumed that the insured is registered for GST purposes. The examples do not cover all scenarios or all benefits and do not form a part of the Policy terms and conditions. They are a guide only.

## IMPORTANT INFORMATION (CONTINUED)

### Claim Payments Examples for Parts A and B

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

*A Vehicle that is comprehensively insured for a sum insured of \$150,000, or market value, whichever is less. The standard excess is \$1,000 or 1% of the Sum Insured, whichever the greater. The Vehicle is damaged in an accidental event and We assess the cost of repair to be \$200,000. We decide it is a total loss.*

*The market value is determined as follows:*

*The Vehicle is 10 years old and We assess the market value to be \$130,000 (GST inclusive).*

How much We pay	Explanation
Market Value is less than the Sum Insured We assess the Market Value as \$130,000.	The Vehicle is a Total Loss with a Market Value of \$130,000 and the Sum insured is \$150,000. 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 the salvage value.
Less GST component \$11,818.18	The Market Value includes GST. As you do not have a GST liability in respect of any payment we make to you for the Total Loss of Your Vehicle, We will deduct the GST component. In this example the Vehicle is used 100% for business use.
Less Excess \$1,300	The standard Vehicle Excess \$1,000, or 1% of the Sum Insured, whichever the greater. However, in this example, We decided to pay total loss on market value of Your Vehicle, We deduct 1% of the market value, which equals \$1,300.
<b>Total claim payable \$116,881.82</b>	We would normally pay this amount directly to You in a total loss situation.
Plus lease or finance payout \$30,000	If, instead of owning Your Vehicle outright, Your Vehicle was leased or financed and the amount owing was \$160,000 (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 (\$160,000 - \$130,000) of \$30,000, this benefit has a limit of 25% of the Market Value (\$32,500) which has not been reached.
<b>Total claim payable \$146,881.82</b>	We would normally pay the claim directly to Your lessor or financier and not to You. You pay them any amounts left owing.

If the Vehicle in the example was less than 2 years old at the time of the event, instead of paying the claim, as per example, You can choose to accept 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.

If the Vehicle salvage is valued at \$1,000, the salvage becomes Our property and We are entitled to keep the \$1,000 proceeds of its sale, plus any registration and compulsory third party insurance refund. 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.

#### Example: Authorised Repair – Licensed Repairer

*A Vehicle that is comprehensively insured for a sum insured of \$150,000 or market value whichever is less. The standard excess is \$1,000 or 1% of the Sum Insured, whichever the greater.*

*The Vehicle is damaged in an accidental event and We assess the cost of repair to be \$50,000 (GST inclusive).*

How much We pay	Explanation
We pay the Cost of repair \$50,000.	The Vehicle is damaged and We authorise repairs to Your Vehicle with the cost of \$50,000 in this example.
Less Excess \$1,500	The standard Vehicle Excess \$1,000 or 1% of the Sum Insured, whichever the greater. 1% equals \$1,500 of the Sum Insured in this example. We deduct this from the amount We pay to the repairer and You would pay the Excess of \$1,500 directly to the repairer.
<b>Total claim payable \$48,500</b>	We would normally pay this amount directly to the repairer.

### Claim Payment Examples for Part C

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

*The Insured Property is insured for a sum insured of \$150,000, or market value, whichever is less. The standard excess is \$1,000 or 1% of the Sum Insured, whichever the greater. The Insured Property is damaged while in Transit and We assess the cost of repair to be \$200,000. We decide it is a total loss.*

*The market value is determined as follows:*

*The Insured Property is 10 years old and We assess the market value to be \$130,000 (GST inclusive).*



How much We pay	Explanation
Market Value is less than the Sum Insured We pay the Market Value of \$130,000.	The Insured Property is a total loss with a market value of \$130,000 and the Sum insured is \$150,000. We normally decide Insured Property is a total loss if the complete repair cost exceeds its Market Value or Sum Insured, whichever is less, less the salvage value.
Less GST Component \$11,818.18	The Market Value includes GST. As You do not have a GST liability in respect of any payment We make to You for the Total Loss of Your Vehicle, We will deduct the GST component. In this example the Vehicle is used 100% for business use.
Less Excess \$1,300	The standard Excess \$1,000, or 1% of the Sum Insured, whichever the greater. However, in this example, We decided to pay total loss on market value of Your Insured Property, We deduct 1% of the market value, which equals \$1,300.
<b>Total claim \$116,881.82</b>	We would normally pay this amount directly to You in a total loss situation.

If the Insured Property salvage is valued at \$1,000, the salvage becomes Our property and We are entitled to keep the \$1,000 proceeds of its sale, plus any registration and compulsory third party insurance refund if applicable. 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 as per above.

#### Example: Authorised Repair – Licensed Repairer

*Insured Property is insured for a sum insured of \$150,000 or market value whichever is less. The standard excess is \$1,000 or 1% of the Sum Insured, whichever the greater.*

*The Insured Property is damaged in an accidental event while in Your care, custody and control and We assess the cost of repair to be \$50,000 (GST inclusive).*

How much We pay	Explanation
We pay the Cost of repair \$50,000.	The Insured Property is damaged and We authorise repairs to Your Insured Property with the cost of \$50,000 in this example.
Less Excess \$1,500	The standard Excess \$1,000 or 1% of the Sum Insured of the damaged item, whichever the greater. 1% equals \$1,500 of the Sum Insured in this example. We deduct this from the amount We pay to the repairer and You would pay the Excess of \$1,500 directly to the repairer.
<b>Total claim payable \$48,500</b>	We would normally pay this amount directly to the repairer.

#### Claim Payment Example for Parts A, B and C

##### Example: Third Party Liability

*Your Vehicle or Insured Property is insured for a sum insured of \$150,000 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 \$50,000 for damage to Third Party property as a result of an accidental event arising out of the use of Your Vehicle or Insured Property on a public road. The sum of \$50,000 has been adjusted to take into account the GST position of the Third Party.*

How much We pay	Explanation
We pay the Third Party Liability \$50,000.	Third party property damaged with a demand for compensation of \$50,000 in this example.
<b>Total claim \$50,000</b>	We would normally pay the claim directly to Third Party.
Your applicable Excess \$1,500	The standard Excess \$1,000, or 1% of the Sum Insured, whichever the greater. 1% equals \$1,500 of the Sum Insured in this example. We will request the Excess \$1,500 from You if Our Assessor advises there is no damage to Your Vehicle or Insured Property. However, if Our Assessor advises Your Vehicle or Insured Property s damaged and We have authorised repair, then We will deduct from the amount We pay to repair Your Vehicle or Insured Property.

#### 16. Updating the Product Disclosure Statement

We may need to update this Product Disclosure Statement from time to time if certain changes occur where required and permitted by law. We will issue You with a new Product Disclosure Statement or a Supplementary Product Disclosure Statement or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by calling us). Other documents may form part of Our Product Disclosure Statement and Policy. If they do We will tell You in the relevant document.

# GENERAL PROVISIONS

## General definitions

These definitions shall apply unless there is a more specific definition.

**Aircraft** means any craft or object designed to travel through air or space, other than model Aircraft.

**Family** means any member of Your Family who lives permanently with You, including Your partner.

**Money** means current coin, bank notes, currency notes, cheques, credit card sales vouchers, securities, postal orders, Money orders, negotiable and nonnegotiable securities and other like documents of value, phone cards and/or stored value cards, unused postage and revenue stamps, public transport tickets, private transport tickets (excluding airline tickets), bridge or highway tokens, car wash tokens, lottery tickets, authorised gift vouchers, discount vouchers from external parties, contents of franking machines; and includes cash boxes, alarm bags, or any other portable container used to convey Money all belonging to You or for which You are legally responsible or have assumed a responsibility to insure but does not mean any of these in the possession of or carried by professional Money carriers, professional carriers or common carriers.

**Period of Insurance** means the time cover commences to the time cover expires. The dates are shown on the current Policy Schedule. Unless stated otherwise, cover shall expire at 4.00pm local time at the place where You arranged the cover.

**Policy** means this document, the Policy Schedule and any attachment or memoranda affixed and any future documents issued to You which amends the Policy wording or Policy Schedule. Together they form the insurance contract.

**Policy Schedule** means the most current Schedule of Insurance or any future renewal Schedule, including any endorsements issued by Us in connection with this Policy.

**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 any political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

**Vehicle** means any type of machine on wheels or on self laid tracks made or intended to be propelled by other than manual or animal power, and any trailer or other attachment to be utilised in conjunction with or drawn by any such machine.

**Watercraft** means any vessel, craft or thing made or intended to float on or in or travel through water, other than model boats.

**You or Your** means the person(s), companies or firms named on the current Policy Schedule as the 'Insured'.

**Your Business** means the business as described in the Policy Schedule (and, where applicable, as further described in any more specific underwriting information provided to Us at the time when this insurance was negotiated).

**We, Us or Our** means the insurer of the Policy, Wesfarmers General Insurance Limited A.B.N. 24 000 036 279, trading as Lumley Insurance.

## General exclusions

The following General exclusions apply to all Parts of this Policy.

### 1. a. War

We will not pay for any loss or damage arising directly or indirectly as a result of:

- i. war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not) and/ or civil war; and/or
- ii. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military and/or usurped power.

### b. Terrorism

- i. We will not pay for any death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any act of Terrorism regardless of any other contributing cause or event;
- ii. We will not pay for any death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to the matters set out in paragraph b. i. of this Exclusion.

### c. Radioactive Contamination

We will not pay for any:

- a. loss or damage to property eligible for insurance by the relevant Nuclear Insurance Pool and/or Association; or
- b. loss, cost, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

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

## 2. Geographical limitations

Unless We agree in writing to the contrary, We will not pay for any loss or damage to a Vehicle or property insured by this Policy that is outside the Commonwealth of Australia at the time of its loss or damage, except as specifically stated otherwise in the appropriate Part.

## 3. Known defects

We will not pay for loss or damage caused by faults or defects known to You, or any employee whose knowledge in law would be deemed to be Yours, and not disclosed to Us at the time this insurance was arranged.

## General conditions

The following general conditions apply to all sections of this Policy.

### 1. Cancellation

The Policy may be cancelled by:

- a. You at any time by notifying Us in writing. We will refund the premium for the unexpired Period of Insurance;
- b. Us, only where allowed by the **Insurance Contracts Act 1984**. We will refund the premium for the unexpired Period of Insurance;
- c. a premium funding company only in accordance with the power of attorney You granted to such company. We will refund the premium for the

unexpired Period of Insurance to the premium funding company, from the date We receive the request or, the date they specify if that is a later date.

### 2. Claims

What You must do after loss, damage or accident:

- a. Protect Yourself from any danger present;
- b. Assist other people within Your capabilities if required;
- c. Take reasonable steps to prevent further loss, damage or liability;
- d. Notify the police immediately if any of Your property is lost, stolen, or maliciously damaged and provide the police with all assistance to apprehend the offending party;
- e. Advise Us of the claim as soon as practicable and then supply Us with full written details by completing Our claim form. You or someone acting on Your behalf must complete a claim form within a reasonable time of an occurrence. If You do not, We may reduce the amount We pay if the delay causes increased costs or prevents Us investigating the claim;
- f. Any invoices, bills, demands letters or notices You receive from other people involved in the loss, damage or accident must be sent to Us as soon as possible.

What You must not do after a loss or accident:

- a. You must not admit fault or agree to pay for damage without Our consent. Do not make an offer, settle, or attempt to settle any claim against You. If You do We may not pay all or part of the claim;
- b. You must not incur any costs or expenses or authorise repairs (other than necessary temporary repairs) without Our agreement.

### 3. Jurisdiction

All disputes arising out of or under this Policy shall be subject to determination by any court of competent jurisdiction within Australia according to the law which applies to that jurisdiction.

### 4. Waiver of subrogation rights

We may not be liable to pay any benefits under this Policy for loss, damage or liability if You agree, or have agreed, to limit or exclude any right of recovery against any third party who would be liable to compensate You with respect to that loss, damage or liability however:

## GENERAL PROVISIONS (CONTINUED)

- a. We shall waive any rights and remedies or relief to which We are or may become entitled by subrogation against:
  - i. any co-insured (including directors, officers and employees);
  - ii. any corporation or entity (including directors, officers and employees) owned or controlled by any insured, or against, any co-owner of the property insured;
- b. You may without prejudicing Your position under this Policy:
  - i. release any statutory governmental, semi-governmental or municipal authority from any liability if required at law to do so;
  - ii. agree to enter into a contract for storage of goods or merchandise if the terms of the contract include a disclaimer clause;
  - iii. agree to enter into a lease for occupancy of any building or part of a building, or a lease, or hiring of property where the terms of the lease, or hiring, include a disclaimer clause in favour of the lessor or the owner.

### 5. Goods and Services Tax (GST)

The amount of premium payable by You for this Policy includes an amount on account of the GST on the premium. When We pay a claim, Your GST status will determine the amount We pay.

When You are:

- a. not registered for GST, the amount We pay is the Sum Insured/limit of indemnity or the other limits of insurance cover including GST;
- b. registered for GST, We will pay the Sum Insured/ limit of indemnity or the other limits of insurance. Any payments We make will be reduced by any relevant GST component, including but not limited to, any input tax credit to which You are entitled for any acquisition which is relevant to Your claim, or which You would have been entitled were You to have made a relevant acquisition.

You must advise Us of Your correct entitlement to an input tax credit on Your Premium and the correct entitlement to an input tax credit on each item of property to be insured.

Any GST liability arising from Your incorrect advice is payable by You.

## MOTORPACK SIGNIFICANT FEATURES AND BENEFITS

### Part A – Commercial Motor

This is a **summary only** and must be read in conjunction with the full wording within Part A of the Policy.

<b>Cover For Your Vehicle – Section 1</b>	<b>Included Benefits</b>	<b>Section 1 Limit - Up to \$15million</b>
<b>Summary of Included Benefits – Section 1</b>	<b>Accessories</b>	Reasonable Cost or listed in the Policy Schedule
	<b>Automatic Trailer Cover</b>	Up to \$1,000 per event
	<b>Completion of Journey Costs</b>	Included in Repatriation of Driver and Repatriation of Vehicle
	<b>Death Benefit</b>	Up to \$25,000 (including Funeral Expenses) per event
	<b>Death or Disability</b>	Death included in Death Benefit
	<b>Disability Modifications</b>	Reasonable Costs up to \$5,000 per event
	<b>Emergency Repairs</b>	Reasonable Costs up to \$2,000 per event
	<b>Employee Vehicles</b>	Reasonable Costs up to \$25,000 per event in Excess of any claims benefit available under any other Policy of insurance
	<b>Funeral Expenses</b>	Included in Death Benefit
	<b>Goods in transit</b>	Benefit for Vehicle up to 4.5T GVM up to \$5,000 per event in Excess of any claims benefit available under any other contract of insurance subject to additional \$250 Excess per event
	<b>Hire Car following Theft</b>	Reasonable Costs up to \$100 per day up to 21 days and maximum up to \$2,100 per event
	<b>Immediate Family Travel Expenses</b>	Reasonable Costs up to \$3,000 any one Period of Insurance
	<b>Keys and locks</b>	Reasonable Costs up to \$5,000 per vehicle and maximum up to \$10,000 per event
	<b>Replacement with a New Vehicle (Total Loss of Vehicle)</b>	Vehicle up to 4.5T GVM within 2 years of original registration
	<b>Leased or Financed Payout (Total loss gap cover)</b>	Up to 25% of the market value
	<b>Mechanical Breakdown</b>	Vehicle up to 4.5T GVM, less than 5 years old and travelled less than 100,000 KM (not for passengers carriage and Courier), up to \$2,000 per event or up to \$6,000 any one Period of Insurance
	<b>Personal Effects</b>	Reasonable Costs up to \$1,500 per event
	<b>Removal of Debris</b>	Reasonable Costs up to \$50,000 per event
	<b>Repatriation of Driver</b>	Reasonable Costs up to \$3,000 per event
	<b>Repatriation of Vehicle</b>	Reasonable Costs up to \$1,000 per event
	<b>Replacement Glass (Nil Excess)</b>	Reasonable Costs up to \$1,000 per event Vehicle up to 4.5T GVM
	<b>Signwriting</b>	Reasonable Costs of Replacement
	<b>Towing</b>	Reasonable Costs of removal and Towing to the nearest repairer.
	<b>Tyre Replacement</b>	Reasonable Costs of Replacement
<b>Uninsured Motorist Protection</b>	Material Damage Protection (gap cover) up to \$10,000 per event	
<b>Windscreen</b>	Included in Replacement Glass Vehicle up to 4.5T GVM	

**MOTORPACK SIGNIFICANT FEATURES AND BENEFITS (CONTINUED)**

<b>Summary of Benefits – Section 1 - Optional</b>	<b>Hire Car following Collision</b>	Reasonable Costs up to \$100 per day up to 21 days and maximum up to \$2,100 per event subject to additional premium
<b>Liabilities to Third Parties - Section 2</b>	<b>Included Benefits</b>	<b>Section 2 Limit - Up to \$35million</b>
<b>Summary of Included Benefits – Section 2</b>	<b>Dangerous Goods Liability</b>	Up to \$5,000,000
	<b>Damage to Leased Premises</b>	Up to \$100,000 per event
	<b>Defence Costs</b>	Reasonable Costs up to \$10,000 per criminal event
	<b>Liability for goods being Carried, Loaded and Unloaded</b>	Legal liability for damage to Third Party property
	<b>Legal Costs</b>	Legal Costs with prior written consent
	<b>Movement of other Vehicles</b>	Legal liability for damage to Third Party property
	<b>Non-Owned Vehicle</b>	Legal liability for damage to Third Party property
	<b>Non-Owned Vehicles in Car Park</b>	Legal liability for damage to employees or visitors vehicles within car park
	<b>Towing Disabled Vehicles</b>	Legal liability for damage to Third Party property
	<b>Trailers</b>	Legal liability for damage to Third Party property
<b>Extensions to Section 1 and Section 2</b>	<b>Automatic Additions and Deletions</b>	Notify Us within 30 days up to \$250,000
	<b>Contractual Liability</b>	Legal liability for damage to Third Party property
	<b>Cross Liability</b>	Waive Our rights of subrogation
	<b>L.P.G Conversion</b>	Included in General Extensions
	<b>Other Interested Parties</b>	Included in General Extensions
	<b>Sea Transportation</b>	General Average and Salvage Charges
	<b>Subrogation Waiver</b>	Waive Our rights of subrogation
<b>General Condition</b>	<b>No Fault Excess</b>	Waive Excess if Loss was not Your Fault

**Part B –Heavy Motor**

This is a **summary only** and must be read in conjunction with the full wording within Part B of the Policy.

<b>Cover For Your Vehicle – Section 1</b>	<b>Included Benefits</b>	<b>Section 1 Limit - Up to \$15million</b>
<b>Summary of Included Benefits – Section 1</b>	<b>Accessories</b>	As Nominated
	<b>Death Benefit</b>	\$25,000 (including Funeral Expenses) per event
	<b>Emergency Accommodation</b>	Reasonable Costs up to \$3,000 per event
	<b>Emergency Repairs</b>	Reasonable Costs up to \$10,000 per event
	<b>Finance Payments of Repaired Vehicles</b>	Up to \$8,000 any one Period of Insurance
	<b>First Aid Kit Expenses</b>	Reasonable Costs up to \$2,500 per event

<b>Summary of Included Benefits – Section 1</b>	<b>Hire Substitute Vehicles Including Theft</b>	Up to \$5,000 or 4 weeks whichever is the less any one event
	<b>Immediate Family Travel Expenses</b>	Reasonable Costs up to \$3,000 any one Period of Insurance
	<b>Keys and Locks</b>	Reasonable Costs up to \$10,000 any one Period of Insurance
	<b>Leased or Financed Payout (Total loss gap cover)</b>	Up to 25% of the market Value
	<b>Non-Owned Trailer</b>	Up to \$100,000 subject to \$2,500 Excess per event
	<b>Personal effects</b>	Reasonable Costs up to \$3,000 per event
	<b>Removal of Debris</b>	Reasonable Costs up to \$50,000 per event
	<b>Removal or Retrieval Costs</b>	Reasonable Costs up to \$50,000 per event
	<b>Repatriation of a Driver</b>	Reasonable Costs up to \$5,000 per event
	<b>Repatriation of a Vehicle Including Theft</b>	Reasonable Costs Up to \$25,000 per event
	<b>Replacement with a New Vehicle (Total Loss of Vehicle)</b>	Within 2 years of original registration
	<b>Reward for Recovery of a Stolen Vehicle</b>	Up to 2.5% of the Sum Insured or \$10,000 whichever is the less per event
	<b>Signwriting</b>	Reasonable Costs of Replacement
	<b>Tarpaulins, gates, chains, dogs, straps.</b>	Reasonable Costs up to \$5,000 per event
	<b>Trauma Counselling</b>	Reasonable Costs up to \$5,000 per event
<b>Vehicle Modification</b>	Reasonable Costs up to \$10,000 per event	
<b>Summary of Benefits – Section 1 - Optional</b>	<b>Downtime Protection</b>	Up to 12 weeks cover subject to additional premium
<b>Liabilities to Third Parties - Section 2</b>	<b>Included Benefits</b>	<b>Section 2 Limit - Up to \$35million</b>
<b>Summary of Benefits – Section 2</b>	<b>Dangerous Goods Liability</b>	Up to \$5,000,000
	<b>Employee Use of Vehicle</b>	Coverage for Employee's Vehicle up to \$25,000 per event in Excess of any claim benefit available under any other Policy of insurance
	<b>Employer, Partner or Principal</b>	Included in Section 2 Liability to Third Parties
	<b>Freight Falling, Leaking or Spilling</b>	Included in Section 2 Liability to Third Parties
	<b>Legal Costs</b>	Included in Section 2 with prior written consent
	<b>Loading/Unloading - Permanently Attached Plant</b>	Where vehicle permanently attached plant forming part of registered vehicle
	<b>Non Owned Trailer</b>	Included in Section 2 Liability to Third Parties
	<b>Vehicle Under Tow</b>	Coverage for a disabled Vehicle under tow
<b>Extensions to Section 1 and Section 2</b>	<b>Automatic Inclusion</b>	Notify Us within 30 days up to \$500,000
	<b>Cross Liability</b>	Waive Our rights of subrogation
	<b>L.P.G Conversion</b>	Included in General Extensions
	<b>Sea Transportation</b>	General Average and Salvage Charges
	<b>Other Interested Parties</b>	Included in General Extensions
<b>General Condition</b>	<b>No Fault Excess</b>	Waive Excess if Loss was not Your Fault

## MOTORPACK SIGNIFICANT FEATURES AND BENEFITS (CONTINUED)

### Part C – Mobile Plant & Equipment

This is a **summary only** and must be read in conjunction with the full wording within Part C of the Policy.

<b>Material Damage – Section 1</b>	<b>Included Benefits</b>	<b>Section 1 Limit - As stated in Schedule</b>
<b>Summary of Included Benefits – Section 1</b>	<b>Dry Hire</b>	Included in Section 1
	<b>In Transit</b>	Included in Section 1
	<b>Expediting Expenses</b>	Up to \$10,000 per event
	<b>Accessories, Tools and Spare Parts</b>	Up to \$5,000 per event
	<b>Signwriting</b>	Restoring Costs per event
	<b>Tyre Replacement</b>	Replacement Costs
	<b>Protection and Removal</b>	Up to 5% of the Sum Insured of \$50,000 whichever is the less per event and in aggregate any one Period of Insurance
	<b>Locks and Keys</b>	Up to \$2,500 per key or \$5,000 in aggregate per event
	<b>Personal Effects</b>	Up to \$500 per item or \$1,000 in aggregate per event
	<b>Windscreen Replacement</b>	Replacement Costs or \$5,000 in aggregate any one Period of Insurance
<b>Road Risk Liability – Section 2</b>	<b>Included Benefits</b>	<b>Section 2 Limit - As stated in Schedule</b>
<b>Summary of Benefits – Section 2</b>	<b>Defence Costs</b>	Included in Section 2 Liability to Third Parties
	<b>First aid Costs</b>	Included in Section 2 Liability to Third Parties
	<b>Legal Costs</b>	Included in Section 2 with prior written consent
	<b>Substitute Vehicles</b>	Repairs or Servicing Costs
	<b>Movement of Other Machines</b>	Included in Section 2 Liability to Third Parties
	<b>Removal of Debris</b>	Up to \$50,000 per event
	<b>Sea Transportation</b>	General Average and Salvage Charges
	<b>Towing Disabled Machines</b>	Coverage for a disabled Vehicle under tow
	<b>Trailers</b>	Coverage Trailers attached
<b>Extensions to Section 1 and Section 2</b>	<b>Automatic Additions and Deletions</b>	Notify Us within 30 days up to \$250,000
	<b>LPG Conversion</b>	Included in General Extensions
	<b>Other Interested Parties</b>	Included in General Extensions
	<b>Hold Harmless</b>	Waive Our rights of subrogation except Dry Hire
	<b>Hired in Plant not noted on the Policy Schedule</b>	Up to \$25,000 in aggregate any one Period of Insurance
	<b>Dangerous Goods Liability</b>	Up to \$100,000
<b>General Condition</b>	<b>No Fault Excess</b>	Waive Excess if Loss was not Your Fault



## PART A - COMMERCIAL MOTOR

In Part A of Motorpack the following words have a special meaning. The definitions below apply only to Part A of Motorpack and override all other definitions, including the General Definitions applying to all sections of the Policy and the other definitions contained in the other Parts of Motorpack. The singular shall include the plural and vice versa, except where the context otherwise requires.

### Definitions

**Accident or Accidental** means unintended, unforeseen, fortuitous or unanticipated happening or mishap, which is not expected or designed.

**Agreed Value** means the amount nominated by You that We have agreed to insure Your Vehicle for, as shown in the Schedule.

**Basic Excess** means the amount shown in the Policy Schedule which You must contribute to each and every claim in respect of each and every Vehicle.

**Comprehensive Cover** means if this is shown on Your Policy Schedule, We will provide cover to You under Section 1 and Section 2 of Part A of Motorpack.

**Damage** means any physical Loss, or destruction as appropriate to describe the type of Loss suffered.

**Dangerous Goods** means freight that consists of goods defined as dangerous in the Dangerous Goods code.

**Dangerous Goods Code** means the current Australian Code for the Transport of Dangerous Goods by Road and Rail.

**Driver** is a person who is suitably qualified, experienced and competent and who is a reasonable person, employed or hired to drive Your Vehicle.

**Excess** means the Basic Excess and the amounts specified elsewhere in the Policy which You must contribute, in respect of each and every vehicle when You make a claim. Excesses shall be cumulative across all Parts of Motorpack and within each Part of Motorpack.

**Financial Stress** means inability to meet debt repayments and daily living costs.

**GST** means the Goods and Services Tax.

**Gross Vehicle Mass (GVM)** means the maximum weight a Vehicle can carry, including its own weight, according to manufacturer's specification.

**Hire Car Costs** means the amount paid by You to hire any Vehicle, but does not include running costs, Damage to the hire car, any insurance excess or other costs which You may be liable for under the hire car agreement.

**Included Accessories** means accessories fitted or installed to upgrade or improve Your Vehicle's specifications which are not supplied as standard or as optional by the original Vehicle's manufacturer on the specific Vehicle model insured by this Policy, but only whilst attached to, on, or within Your Vehicle.

**Immediate Family** means Your spouse, de-facto partner, parents, siblings and dependent children.

**Loss** means sudden physical loss, Damage or destruction to Your Vehicle caused by an unexpected event not otherwise excluded. The loss must occur at an identifiable time and place.

**Market Value** means Our assessment of the value (including GST) of Your Vehicle immediately prior to any Loss or Damage.

**Mechanical Breakdown** means the actual breaking, burning out or malfunction of any part of Your Motor Vehicle (excluding such breakdown due to placing an incorrect type, or inappropriate fuel, lubricant or coolant into a Vehicle, or failing to place the correct or appropriate fuel, lubricant or coolant into a Vehicle.) whilst in the course of use within the limits specified by the manufacturer, as a result of internal, electronic, electrical or mechanical defect causing sudden stoppage of normal operation and necessitating repair before it can resume normal operation.

**Mobile Plant** means a self propelled Vehicle or machine which is not normally registered for on road use and is used for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, loading and unloading, vacuuming and similar activities.

**Own Damage Cover** means if this is shown on Your Policy Schedule, We will provide cover to You under Section 1 of Part A of Motorpack only.

**Part** means one of the three covers provided by Motorpack, comprising Part A - Commercial Motor, Part B - Heavy Motor and Part C - Mobile Plant & Equipment.

**Personal Effects** means personal items owned by You or Your employees, which are designed to be worn on the person, or carried about, but not:

- a. Money, cheques, financial transaction cards or negotiable instruments;
- b. Tools or items used in connection with a business or occupation; or
- c. Portable global positioning systems (GPS) or mobile phones.

**Reasonable Costs** means appropriate and fair expenses which are not excessive or extreme in matters of pricing.

**Section** means a sub-division of a Part.

**Standard/Optional Accessories** means accessories fitted or installed by the manufacturer of Your Vehicle as either standard or optional equipment on a specific model, but only whilst attached to, on, or within Your Vehicle.

## PART A - COMMERCIAL MOTOR (CONTINUED)

**Sum Insured** means the Agreed Value or Market Value as shown in the Policy Schedule, excluding Vehicle registration and compulsory third party insurance. The Sum Insured will include or exclude GST depending on the GST status of each Vehicle insured.

**Third-Party** means a person who is not the Insured, or is not a person to whom cover is provided directly to by this Policy.

**Third Party Property Damage Cover** means if this is shown on Your Policy Schedule, We will provide cover to You under Section 2, Part A of Motorpack only.

**Third Party Property Damage Fire and Theft Cover** means if it is shown on Your Policy Schedule, We will only provide cover to You under Section 1, Part A of Motorpack if Your Vehicle is stolen or lost or damaged due to fire, explosion or lightning. We will also provide cover to You under Section 2, Part A of Motorpack.

**Tool of Trade** means use of Your Vehicle:

- a. for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, loading and unloading, vacuuming and similar activities;
- b. in the process of setting up for such operations and reverting from such operative format to a travel or transit configuration;
- c. whilst being moved simultaneously with or preliminary to or subsequent to, being used for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, loading and unloading, vacuuming and similar activities;
- d. whilst temporarily at rest prior to, or subsequent to, being used being used for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, loading and unloading, vacuuming and similar activities.

**Total Loss** means where We decide to pay You the full Sum Insured for the lost or damaged property. This is usually when the cost of repairs to Your Vehicle is more than the Sum Insured less any amount We can obtain for the Vehicle's salvage. Where a Total Loss settlement has been made the cover on Your Vehicle is fully used and therefore cancelled from the date of Loss, with no refund of premium.

**Vehicle(s)** means any machine, including attachments, that is designed to travel on wheels or self-laid tracks and to be propelled by a power source other than manual, or animal power, described in the Policy Schedule; which have a Gross Vehicle Mass (GVM) of 4.5 tonnes or less and including Standard/Optional Accessories and other Included Accessories specified in the Policy Schedule. Vehicles does not mean Mobile Plant.

**Vehicle Usage** means the use of Your Vehicle which You have told Us and is shown in the Policy Schedule.

## COVER

### SECTION 1 - COVER FOR YOUR VEHICLE

Cover under this Section will not apply where You have chosen Third Party Property Damage Cover.

#### We will pay:

- a. for Loss or Damage to Your Vehicle arising as a result of an Accident occurring during the Period of Insurance . At Our discretion, We will;
  - i. repair Your Vehicle; or
  - ii. pay the cost of repairing Your Vehicle; or
  - iii. pay You the Sum Insured or Market Value, whichever is less ; or
  - iv. if Your Vehicle is within its first 24 months of original registration from new, replace Your Vehicle with a new Vehicle of similar make, model and series subject to local availability.

The maximum that We will pay in respect of Section 1 for any one Loss or all Losses arising from one event is the lesser of is \$15,000,000 or the declared Sum Insured.

### Section 1- Additional Benefits

An Additional Benefit is only payable if it arises as a result of and directly in connection with a Loss payable under Section 1 - Cover for Your Vehicle of Part A of Motorpack. The Additional Benefits will not serve to increase the maximum sum payable under Section 1 beyond \$15,000,000. The Additional Benefits are subject to all the exclusions, terms and conditions of Part A of Motorpack and all the exclusions, terms and conditions of the Policy.

#### 1. Accessories

We will pay the Reasonable Costs to repair or replace Standard/Optional Accessories or Included Accessories that are disclosed and are listed in the Policy Schedule under Included Accessories.

#### 2. Automatic Trailer Cover

We will pay for Damage to any two wheeled or box trailer owned by You whilst attached to Your insured Vehicle, up to a maximum of \$1000.

#### 3. Death Benefit

Where as a result of an Accident You or Your Driver dies, payment will be made to the deceased's next of kin, or to a beneficiary nominated in the deceased's will or last testament, for funeral expenses and assisting with Financial Stress to the next of kin, up to a maximum of \$25,000 per event. However, if You or Your Driver commits suicide, this benefit will not apply.

**4. Disability Modifications**

Where You or Your Driver have been injured and permanently disabled in an event involving Damage or Loss to Your Vehicle which Part A of Motorpack covers, We will pay Reasonable Costs up to a maximum \$5,000 any one event to carry out modification to Your Vehicle necessitated by Your or Your Driver's injuries and permanent disablement to allow the safe operation of Your Vehicle by You or Your Driver who has been the subject of such injury and permanent disablement.

**5. Emergency Repairs**

We will pay the Reasonable Costs of emergency repairs required to enable Your Vehicle to be moved to a place of safety, up to a maximum of \$2,000 per event.

**6. Employee Vehicles**

We will provide cover for employee's Vehicles if Loss or Damage occurs while Your employee is using his or her Vehicle for the benefit of Your business or while You have instructed Your employee to conduct business on Your behalf while using his or her own Vehicle with Your permission, provided:

- a. This benefit will only apply to the Loss or Damage for which Your Employee is not covered by any other contract of insurance or which is in excess of any benefit available under any other contract of insurance;
- b. Your Employee has observed and fulfilled the terms and conditions of this Part A of Motorpack as though Your employee were the Insured.

The maximum We will contribute is \$25,000 per event.

**7. Goods in Transit**

We will pay for damage to Your goods or the goods of a Third Party whilst being carried or in Your Vehicle as the result of a Loss covered by this Section of Part A up to \$5,000 subject to additional \$250 Excess per event. This benefit will only apply to damage to Your goods or the goods of a Third Party if they are not covered by any other contract of insurance or for damage which is in excess of any benefit available under any other contract of insurance.

**8. Hire Car following Theft**

Where there is a Loss which is the result of the theft of the Vehicle, We will pay the Reasonable Costs of hiring a replacement Vehicle of similar type to the Vehicle which has been stolen, up to \$100 per day and to a maximum of \$2,100 per event. Cover will cease after a period of 21 days or when the Vehicle is returned to You in its pre theft condition or when We pay You for a Total Loss, whichever occurs first.

**9. Immediate Family Travel Expenses**

Where You, or Your Driver whilst driving Your Vehicle are injured and hospitalised as a result of an event covered by this Section of Part A We will pay Reasonable Costs up to a maximum of \$3,000 any one Period of Insurance for travel, accommodation, meals and related expenses for You, or Your Driver's Immediate Family.

**10. Keys and Locks**

If the keys or locks to Your Vehicle are lost or damaged or if there are reasonable grounds to believe Your keys or locks may have been illegally duplicated as a result of the Loss, We will pay the Reasonable Costs of replacing Your Vehicle keys or locks up to a maximum of \$2,000 per Vehicle and a maximum of \$10,000 per event.

**11. Leased or Financed Vehicle Payout**

If, as a result of the Loss, Your Vehicle becomes a Total Loss and the Sum Insured (the Market Value or Agreed Value) is less than the amount owed by You under a lease or other finance agreement, subject to the difference between the outstanding finance and lesser of Market Value or the Sum Insured not exceeding 25% of the Market Value, We will pay the lessor or financier the actual payout figure net of any discount for early payment, less;

- a. any arrears of lease or finance payments and any interest on those arrears as at the date of Loss, and
- b. any applicable Excess.

**12. Mechanical Breakdown**

We will pay the Reasonable Cost of repairs to Your Vehicle resulting from Mechanical Breakdown provided that Your Vehicle is:

- a. less than 5 years old from its original manufacture and has travelled less than 100,000 kilometres at the date of such Mechanical Breakdown
- b. not used for the carriage of fare paying passengers
- c. not used by You as a courier in Your business
- d. less than 4.5 tonnes in Gross Vehicle Mass.

We will not pay more than \$2,000 in respect of any one Mechanical Breakdown, or more than the lesser of \$6,000 or the Market Value of Your Vehicle for all Mechanical Breakdowns in any one Period of Insurance.

## **PART A - COMMERCIAL MOTOR (CONTINUED)**

### **13. Personal Effects**

We will pay the Reasonable Costs to replace or repair Your, or Your employees Personal Effects which are not included on the Policy Schedule as Included Accessories or Standard/Optional Accessories, as the result of a Loss to a Vehicle, up to a maximum of \$1,000 per event.

### **14. Removal of Debris**

We will pay the Reasonable Costs that are necessarily incurred to clean up and remove debris from Your Vehicle or from goods falling or leaking from Your Vehicle, including the statutory fees of Fire, Police, Ambulance or other authorities involved in emergency services attendance. The maximum benefit We will pay is \$25,000 per event.

### **15. Repatriation of Driver**

We will pay the Reasonable Costs of travel and accommodation expenses necessary for the repatriation of Your Driver to his or her home as the result of Loss or Damage to a Vehicle, up to a maximum of \$3,000 per event.

### **16. Repatriation of Vehicle**

We will pay the Reasonable Costs for the return of Your Vehicle to You at Your premises that are closest to the repairer, or location of Your Vehicle as a result of theft, up to a maximum of \$1,000 per event, where Your Vehicle has been repaired or recovered following theft.

### **17. Replacement Glass Benefit**

We will pay the Reasonable Cost to repair or replace the damaged fixed glass where the glass is damaged as the result of a Loss, up to a maximum of \$1,000 any one event. No Excess will not be applied to any claim under this benefit.

### **18. Replacement with a New Vehicle**

If, as a result of a Loss, Your Vehicle is treated by Us as a Total Loss and at the time it is so determined to be a Total Loss and Your Vehicle is within 2 years of its original registration, We will replace Your Vehicle with one of a similar make and model, or, at Your option, pay You the Sum Insured or Market Value whichever is the less after deducting any Excess.

### **19. Signwriting**

We will pay the Reasonable Cost of reinstating signwriting or fixed advertising signs, murals, special art work, or materials, forming a permanent part of Your Vehicle following Loss or Damage to Your Vehicle.

### **20. Towing**

We will pay the Reasonable Costs of protection, removal and towing of the Vehicle to the nearest repairer following Loss or Damage to Your Vehicle.

### **21. Tyre Replacement**

We will pay the Reasonable Cost of replacing a tyre with a new tyre of similar make and specification to the tyre that is damaged, when a tyre is damaged and unable to be used again as a direct result of Loss, provided that the condition of the damaged tyre's remaining tread conformed with all legal requirements at the time of Loss, and was not recapped or retreaded.

### **22. Uninsured Motorist Protection**

Where Your Vehicle is insured only for Third Party Property Damage Cover or Third Party Property Damage, Fire and Theft Cover, as indicated in the Policy Schedule, We will pay for damage to Your Vehicle caused by, or arising from, a collision with another Vehicle (other than Vehicles owned by You or under Your control) provided that;

- a. the other driver is identified; and
  - i. has no insurance cover in respect of damage caused by such Vehicle; and
  - ii. is substantially responsible for the Loss; and
- b. You agree that We can recover any amount We pay to You from the other driver on Your behalf; and
- c. You agree not to take separate action without Our written consent.

We will not pay more than \$5,000 under this Additional Benefit in respect of any one event.

## **Section 1 – Optional Additional Benefits**

Where We have accepted a claim for Section 1 and You have elected to take the Optional Additional Benefit, We will pay:

### **1. Hire Car following Collision**

Where Your Vehicle suffers Loss or damage as the result of an Accident and You are unable to use Your Vehicle We will pay the Reasonable Cost of hiring a replacement Vehicle of similar type to the Vehicle that has been lost or damaged, up to \$100 per day and to a maximum of \$2,100 per event. Cover will cease after a period of 21 days or when the Vehicle is returned to You in its pre Accident condition or when We pay You for a Total Loss, whichever occurs first.

This benefit is only available if noted on Your Policy Schedule and You have paid an additional premium for the cover.

## SPECIFIC EXCLUSIONS – APPLICABLE TO SECTION 1

### We will not pay:

- a. the costs to repair pre-existing damage;
- b. for depreciation, wear and tear, rust, corrosion or mechanical, structural, electrical or electronic breakdown or failure, or non performance;
- c. damage to Your tyres caused by the application of brakes or by road punctures, cuts or bursts;
- d. any loss arising because reasonable steps were not taken to protect or safeguard Your Vehicle;
- e. any GST, 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;
- f. any consequential loss or financial expenses incurred as a result of You not being able to Use Your Vehicle. This will not apply where this Section of Part A of Motorpack specifically provides cover for consequential loss or financial expenses incurred as a result of You not being able to Use Your Vehicle;
- g. Loss arising from theft or conversion by a prospective purchaser;
- h. Loss arising from failure of, or defect or fault in, the design or specification of Your Vehicle;
- i. where You have chosen Third Party Property Damage, Fire and Theft Cover, for any Loss or Damage to Your Vehicle that does not directly result from fire, lightning, explosion or theft;
- j. any Damage to the property of a Third Party or the personal injury or death of a Third Party.
- k. Loss or Damage arising from Your Vehicle if it is being used as a Tool of Trade.

## Section 2 - Cover for Damage to Third Party Property

Cover under this Section will not apply where You have chosen Own Damage Cover Only.

### We will pay for

The amount You are legally liable to pay for Loss or Damage to Third Party property as a result of an Accident arising out of the use of Your Vehicle or caused during loading/unloading.

Cover is extended to the following persons in relation to the use of the Vehicle:

- a. You;
- b. Any person holding a valid driving licence for that type of Vehicle who is driving, using, or in charge of Your Vehicle with Your consent;

- c. Any passenger in, or getting in, or getting out of Your Vehicle;
- d. Your employer or principal if Your Vehicle is being driven on their behalf with their consent.

The maximum that We will pay in respect to Section 2 of Part A is inclusive of all costs, expenses and the Additional Benefits in Section 2 of Part A is \$35,000,000, any one Accident or series of Accidents resulting from the one original cause.

## Section 2 - Additional Benefits

Where We have accepted a claim under Section 2 and subject to the exclusions listed in Section 2 "We will not pay" and all other terms and conditions of the Policy, We will also pay:

### 1. Damage to Leased Premises

For Your legal liability for damage to property leased or rented by You where such damage is caused by Your Vehicle. The maximum We will pay under this additional benefit is \$100,000 any one event.

### 2. Defence Costs

the Reasonable Costs of legal representation if Your driver is charged with careless driving causing death. The maximum We will pay under this additional benefit is \$5,000 for any one event.

### 3. Goods being Carried, Loaded and Unloaded

For Your legal liability for damage to Third Party property caused by goods falling from Your Vehicle and including whilst goods are being loaded and unloaded.

### 4. Legal Costs

All legal costs and expenses incurred with Our written consent.

### 5. Movement of Other Vehicles

For Your legal liability for damage to Third Party property arising out of You lawfully moving any Vehicle parked in a position so as to prevent or impede the loading, unloading or legitimate passage of Your Vehicle.

### 6. Non-Owned Vehicle

For Your legal liability for damage to Third Party property caused by or arising out of the use of any Vehicle not described in the Policy Schedule by You or hired to You while such Vehicle is being driven by any person who is licensed to drive that type of vehicle and is authorised by You and the owner of the Vehicle to use the Vehicle on Your behalf and in connection with Your business. We will not pay for damage to the Vehicle itself under this Additional Benefit.

## PART A - COMMERCIAL MOTOR (CONTINUED)

### 7. Non-Owned Vehicles in Your Car Park

For Your legal liability for damage to Vehicles belonging to Your employees or visitors contained within a car park operated by You, provided the car park is not operated by You for reward.

### 8. Supplementary Bodily Injury (other than "Compulsory Third Party")

The amount which You may be held legally liable to pay as compensation in respect of death, or bodily, injury arising out of the use of Your Vehicle with Your consent, but only where cover for such bodily injury or death falls outside the scope of any compulsory statutory insurance scheme or accident compensation scheme.

This Additional Benefit will apply if all requirements of the 'What We Pay' paragraph of Section 2 are met, other than the requirement for Damage to Third Party property.

### 9. Towing Disabled Vehicles

For Your legal liability for damage to Third Party property occasioned whilst Your Vehicle is towing any disabled Vehicle provided the disabled Vehicle is not being towed for reward or financial gain.

### 10. Trailers

For Your legal liability for damage to Third Party property caused by or arising out of the use of any trailer attached to Your Vehicle provided that the number of trailers towed does not exceed the number permitted by law.

## SPECIFIC EXCLUSIONS – APPLICABLE TO SECTION 2

### We will not pay for

- a. damage or loss to property belonging to or held in trust or in the custody or control of You or any entry or person entitled to indemnity under this Section;
- b. any claim caused by or in connection with Your Vehicle, or any item of plant or equipment attached to Your Vehicle, whilst Your Vehicle is being used as a Tool of Trade;
- c. Loss or Damage caused by or in connection with Your Vehicle if Your Vehicle is Mobile Plant;
- d. claims caused by the discharge, dispersal, release or escape of any trade waste material;
- e. any fines, penalties, or aggravated, exemplary or punitive damages;
- f. claims in respect of bodily injury if You or any person using Your Vehicle with Your consent:

- i. is partly or wholly entitled to indemnity under any compulsory statutory insurance scheme or accident compensation scheme; or
- ii. would have been so entitled to indemnity but for the failure to insure or register Your Vehicle or lodge a claim or comply with a term or condition in accordance with the requirements of any such scheme;

This exclusion (f) is included for abundant caution and applies notwithstanding the fact that Additional Benefit 8, Supplementary Bodily Injury (other than "Compulsory Third Party") only provides cover for personal injury where such injury or death falls outside the scope of any compulsory statutory insurance scheme or accident compensation scheme.

- g. any claim resulting from death or bodily injury to any:
  - i. Person driving and/or in charge of Your Vehicle;
  - ii. Of Your employees;
  - iii. Member of Your family;
- h. Death or bodily injury if Your Vehicle is registered in the Northern Territory of Australia;
- i. Damage or loss to Third Party property that is in or being carried by Your Vehicle if the Third Party property is in or being carried by Your Vehicle for hire and reward.

## GENERAL EXTENSIONS APPLICABLE TO ALL SECTIONS

### 1. Automatic Additions and Deletions

We will cover any replacement or additional registered Vehicle acquired by You during the Period of Insurance provided that:

- a. such Vehicles are of a similar type to Vehicles insured by You at the commencement of the Period of Insurance;
- b. You notify Us within 30 days of acquiring any Vehicle;
- c. Cover will not exceed \$150,000 on any one Vehicle unless notified to Us in writing; and
- d. You pay any additional premium that We tell You We require.

### 2. Contractual Liability

We will cover You for liability for Third Party property damage arising under any undertaking, or indemnity, given or contracted for by You provided that such liability would have attached under the Policy in the absence of such an undertaking, or indemnity, or contract.

**3. LPG Conversion**

The Policy includes cover for Your Vehicles which have been modified to operate on liquefied petroleum gas provided such modification has been carried out in accordance with the relevant statutory standard.

**4. Cross Liability**

The words "You" and "Your" will be considered as applying to each party named in the Policy Schedule in the same manner as if that party were the only party named therein and We waive Our rights of subrogation against each such party. However this extension will not increase any limits specified in the Policy.

**5. Other Interested Parties**

In the event of any loss of or damage to Insured Property which is subject to a lease or other financing arrangement whereby the financier retains security over the property, the financier will be an Insured under Part A of Motorpack but only to the extent that the financier's remaining interest in the Insured Property was affected at the time of the loss or damage to the insured property.

**6. Sea Transportation**

We will pay general average and salvage charges which are incurred whilst Your Vehicle is being transported by sea between places in Australia, provided You obtain Our consent before You sign any general average bond and We are satisfied this is appropriate.

**7. Subrogation Waiver**

We will waive any rights, remedies, or relief to which We may become entitled by subrogation against any entity or person where You have been required by contractual agreement to release such party from liability.

**GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**

We will not pay for Loss or liability:

- a. if Your Vehicle is driven by You or by any person with Your consent who is not licensed to drive Your Vehicle under any relevant law, but this exclusion will not apply where a person is driving Your Vehicle with Your consent and You can prove:
    - i. the driving licence produced to You by that person has been forged or was the subject of unauthorised alternation; or
    - ii. the forgery or unauthorised alteration could not have been reasonably discerned from the driving licence produced to You; or
    - iii. the driving licence produced would if it had been valid have authorised that person to drive the particular category or type of Vehicle which was to be driven with Your consent; or
    - iv. You did not know and could not reasonably have known that that person did not have a licence to drive Your Vehicle;
- However, We will not waive Our right of subrogation against that person; but where that person is a member of Your family or in another personal relationship with you, or where that person is Your employee and the loss occurred whilst he or she was acting in the course of his or her employment, We will not exercise Our subrogation rights except where there is serious or wilful misconduct on the part of that person.
- b. if Your Vehicle is driven by any person:
    - i. whose faculties are impaired or could reasonably be assumed to be impaired, by any drug or intoxicating liquor; or
    - ii. who is convicted of driving, at the time of Loss, under the influence of any drug or intoxicating liquid; or
    - iii. with a percentage of alcohol or drugs in their breath, blood or urine in excess of the percentage permitted by law; or
    - iv. who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by law.

However, We will pay if You did not know or could not reasonably have known that the driver of Your Vehicle was so affected, or refused to undergo an appropriate test at the time of the Loss provided this driver has not to Your knowledge been so affected on a previous occasion, but We will not cover the driver of Your Vehicle.
  - c. if Your Vehicle is used whilst in an unsafe or un-roadworthy condition and such condition caused or contributed to the Loss or legal liability. However, We will pay where You could not have reasonably detected the unsafe or un-roadworthy condition, provided Your Vehicle is regularly serviced in accordance with the manufacturer's instructions;
  - d. if Your Vehicle is 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, constructed or permitted by law. However, We will pay, if You prove that the Loss or legal liability was not caused, or contributed to, by such use;

## PART A - COMMERCIAL MOTOR (CONTINUED)

- e. intentionally caused by You or by a person acting with Your consent;
- f. incurred whilst Your Vehicle is being used:
  - i. in connection with the motor trade for experiments, trials, demonstration or breakdown purposes; or
  - ii. for, or being tested in preparation for, any race, trial, test, contest or other motor sport, or any driver training course conducted without Our written consent; or
  - iii. for carrying passengers for hire or reward other than under a private pooling arrangement; or
  - iv. for any illegal purpose with Your knowledge or consent.
- g. resulting from lawful seizure or other operation of law;
- h. occurring whilst Your Vehicle is:
  - i. on rails other than as cargo;
  - ii. not running solely on terra firma;
  - iii. in an underground mine, mining shaft, or tunnels which are not public roads;
  - iv. operating within the confines of any airport including aprons.
- i. for Damage to Your Vehicle including any agitator, barrel, bowl or pump and its fittings caused by the hardening or setting of concrete.
- j. of any nature, directly or indirectly caused by, resulting from, or in connection with asbestos.
- k. arising directly or indirectly as a result of Your Vehicle being driven or Used whilst either the dimensions of the load including any load projection limit or the mass limit of the Vehicle or its axles are exceeded. However if an oversize or over mass Vehicle permit has been obtained and the load is being carried in accordance with such a permit, this exclusion will not apply.
- l. if Your Vehicle is being used for the commercial transportation of Dangerous Goods as defined in the Australian Code for the Transport of Dangerous Goods by Road or Rail. However, if transportation complies with such Code, then the maximum We will pay in respect of all claims arising out of one accident is \$5,000,000 unless otherwise noted in the Policy Schedule or excluded in the Policy.
- m. in respect of bodily injury if You or any person using Your Vehicle with Your consent;
  - i. is partly or wholly entitled to indemnity under any compulsory statutory insurance scheme or accident compensation scheme; or

- ii. would have been so entitled to indemnity but for the failure to insure or register Your Vehicle or lodge a claim or comply with a term or condition in accordance with the requirements of any such scheme.
  - n. in respect of any claim for loss or damage of whatsoever kind arising directly or indirectly out of:
    - i. the corruption, destruction or alteration of or damage to data, coding, programme or software; or
    - ii. the unavailability of data or reduction in the functionality, availability or operation of hardware, software and embedded chips; or
    - iii. Any business interruption losses resulting there from.
- This exclusion will not apply where such loss or damage occurs as a direct result of physical damage which is otherwise covered in Part A of Motorpack.
- o. 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.

## GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

### 1. The Lumley Repair Network

We have established a preferred repairer network system for Commercial Motor Vehicles covered by this Part of the Motorpack Policy. Members of the Lumley Repair Network must meet Our stringent acceptance criteria which require the highest standards of repair and service.

When You use a repairer from the Lumley Repair Network You do not need to obtain an alternative quotation. Additionally We guarantee:

- a. the quality of repairs and workmanship involved in the repair and
- b. that the structural integrity of Your Vehicle has been maintained.

You may choose Your own repairer, however if You do, We are unable to provide the guarantees.

### 2. Claims Procedures

- a. In the event of a loss which may become the subject of a claim under the Policy You must immediately forward to Us:
  - i. Full details in writing
  - ii. Any communication or court documents received.



- b. You may choose a repairer from the Lumley Repair network or Your own licensed repairer, but before repairs are authorised:
  - i. You must obtain Our written agreement
  - ii. You must make Your Vehicle available for Our inspection
- c. In respect of each claim or potential claim, You must:
  - i. Not make any admission of guilt or offer of payment without Our written consent
  - ii. Allow Us to have the sole conduct of all negotiations and proceedings
  - iii. Give Us all reasonable assistance and co-operation that We request;
  - iv. Permit Us to initiate legal proceedings in Your name against any person and sign any documents necessary for that purpose;
  - v. Notify Us of any other insurance that also provided cover, whether in whole or in part
  - vi. Notify the Police as soon as possible in respect of any theft of or malicious damage to Your Vehicle

We reserve the right to invite, accept, adjust or decline estimates or to arrange (at Our expense) for the removal of Your Vehicle to other repairers for quotation purposes.

### **3. Entitlement**

Any person or entity entitled to cover under the Policy is only entitled to such indemnity subject to the terms, conditions and exclusions of the Policy.

### **4. Excess**

You have to contribute the Basic Excess shown in the Policy Schedule and of the following additional amounts if the driver of Your Vehicle is:

- a. Aged less than 21 years of age at the time of loss, then an additional amount of \$1,500 is payable;
- b. Aged 21 and less than 25 at the time of the loss, then an additional amount of \$1,000 is payable;
- c. Aged 25 and over and has less than 2 years licensed driving experience, then an additional amount of \$500 is payable.

However, You will not have to contribute the Excess if, in Our opinion, the Loss was not Your fault and You can provide Us with the name, current address and vehicle registration number of the person responsible for the Loss.

### **5. Transfer of Interest**

No interest in the Policy can be transferred without Our written consent.

### **6. Duty of Care to Mitigate Loss**

You must exercise reasonable care and precaution to mitigate Loss and ensure safety of any Vehicle insured under this Policy. In so doing, You must also maintain Your Vehicles in a safe working and roadworthy condition, conduct safe work practices, employ competent and suitably qualified Driver. You must also discharge Your legal obligations imposed by the relevant authorities and government bodies.

## PART B – HEAVY MOTOR

### Definitions

In Part B of Motorpack the following words have a special meaning. The definitions below apply only to Part B of Motorpack and override all other definitions, including the General Definitions applying to all sections of the Policy and the other definitions contained in the other Parts of Motorpack. The singular shall include the plural and vice versa, except where the context otherwise requires.

**Accident or Accidental** means unintended, unforeseen, fortuitous or unanticipated happening or mishap, which is not expected or designed.

**Aviation Works** means any of the following work:

- a. the refuelling of aircraft; or
- b. the construction, alternation, repair, restoration, maintenance, extension, demolition or dismantling of buildings, runways or structures (whether permanent or not) forming, or to form part of the airport areas; or
- c. the installation, alteration, repair, or maintenance or fittings, including lighting, power supply, drainage, sanitation, water supply, gas supply, fire protection, security and communications systems in any of the airport areas; or
- d. any operation on any of the airport areas involving site clearance, earthmoving, excavation, tunnelling, boring, laying of foundations, erection or dismantling of scaffolding, site restoration, landscaping and the provision of roadways and other access works.

However, Aviation Works do not extend to vehicular movements within the airport perimeter conducted in accordance with the guidelines and regulations established by the relevant regulatory authority.

**Damage** means any physical Loss, or destruction as appropriate to describe the type of Loss suffered.

**Dangerous Goods** means Freight that consists of goods defined as dangerous in the Dangerous Goods Code.

**Dangerous Goods Code** means the current Australian Code for the Transport of Dangerous Goods by Road and Rail.

**Dogs** means a load binder used in conjunction with a chain to secure a load.

**Downtime** means the period of time during which Your Vehicle cannot be used by You as a result of an event causing Loss or Damage to that Vehicle.

**Driver** is a person who is suitably qualified, experienced and competent and who is a Reasonable Person, employed or hired to drive Your Vehicle.

**Emergency Accommodation** means temporary accommodation required at short notice.

**Excess** means the amounts specified in the Policy Schedule and elsewhere in the Policy which You must contribute to each and every claim in respect of each and every Vehicle. Excesses shall be cumulative across all Parts of Motorpack and within each Part of Motorpack.

**Financial Stress** means inability to meet debt repayments and daily living costs.

**Fixed Costs** means pre-existing business costs, or overheads relating to the operation of Your business applying regardless of the use and operation of Your Vehicle.

**Freight** means goods transported by Your Vehicle for hire and reward.

**GVM** means gross Vehicle mass of Your Vehicle.

**Immediate Family** means Your spouse, de-facto partner, parents, siblings and dependent children.

**Included Accessories** means accessories fitted or installed to upgrade or improve Your Vehicle's specifications which are not supplied as standard or as optional by the original Vehicle's manufacturer on the specific Vehicle model insured by this Policy, but only whilst attached to, on, or within Your Vehicle.

**Insured** means the person named as such in the Policy Schedule.

**Liability** or **Liable** means a legal liability to another.

**Loading/Unloading** means the process of placing goods on, or removing goods from, Your Vehicle whilst it is stationary.

**Loss** means sudden physical Loss, Damage or destruction to Your Vehicle caused by an unexpected event not otherwise excluded by this Policy.

**Market Value** means Our assessment of the value (including GST) of Your Vehicle immediately prior to any Loss.

**Mobile Plant** means a self propelled Vehicle, or machine, which is not normally registered for on road use and is used for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, loading and unloading, vacuuming and similar activities.

**Nominated Driver** means a person who has completed a Driver questionnaire, been approved by Us, and has been listed in the Policy Schedule as a Nominated Driver.

**Part** means one of the three covers provided by Motorpack, comprising: Part A Commercial Motor; Part B Heavy Motor; and Part C Mobile Plant & Equipment.

**Permanently Attached Plant** means a piece of equipment which can not be easily removed and is necessary for Your Vehicle to operate in the ordinary course of Your business. This may include a crane arm, hydraulic lifting equipment, concrete bowls, tilt trays, concrete pumping equipment and similar equipment.

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals, asbestos and any waste material regardless of whether or not such material is to be recycled, reconditioned or reclaimed by You or any other person.

**Principal** means a person for whom You act as agent or representative and includes the Commonwealth of Australia or a State or Territorial Government.

**Professional Indemnity Policy** means an insurance contract providing Liability cover for negligent advice or work carried out by an individual with particular skills or knowledge, or qualifications, or experience.

**Reasonable Costs** means appropriate and fair expenses which are not excessive or extreme in matters of pricing.

**Reasonable Person** has the meaning established at common law.

**Section** means a sub-division of a Part.

**Standard/Optional Accessories** means accessories fitted or installed by the manufacturer of Your Vehicle as either standard or optional equipment on a specific model, but only whilst attached to, on, or within Your Vehicle.

**Sum Insured** means the amount shown in the Policy Schedule for which Your Vehicle is insured.

**Third-Party** means a person who is not the Insured, or is not a person to whom cover is provided directly to by this Policy.

**Third Party Details** means information identifying a Third-Party and includes, but is not limited to, details of his or her: name; address; driving licence number; telephone number; vehicle registration number; and insurance details.

**Total Loss** means the Damage beyond an amount We consider economical to repair. Where a Total Loss settlement has been made, the cover on Your Vehicle is fully used and therefore cancelled from the date of Loss, with no refund of premium.

**Tool of Trade** means use of Your Vehicle:

- a. for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, loading and unloading, vacuuming and similar activities
- b. in the process of setting up for such operations and reverting from such operative format to a travel or transit configuration
- c. while being moved simultaneously with or preliminary to or subsequent to, being used for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, loading and unloading, vacuuming and similar activities

- d. while temporarily at rest prior to or subsequent to being used for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, loading and unloading, vacuuming and similar activities.

**Vehicle** means any machine, including attachments, that is designed to travel on wheels or self-laid tracks and to be propelled by a power source other than manual or animal power described in the Policy Schedule which have a Gross Vehicle Mass (GVM) of more than 4.5 tonnes and including Standard/Optional Accessories and other Included Accessories specified in the Policy Schedule. Vehicles will not include Mobile Plant.

## THE AGREEMENT

After You have agreed to pay the premium to Us within the timeframe agreed, We will indemnify You against Loss or Liability as described occurring within Australia, during the Period of Insurance.

If shown in Your Policy Schedule, one or more of the following options will apply:

### SECTION 1 – COVER FOR YOUR VEHICLE

We will indemnify You for Loss by paying, at Our option:

- a. to repair or replace Your Vehicle, or
- b. the amount of the Loss, provided payment does not exceed the Sum Insured or Market Value, whichever is the less.

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

When a Total Loss settlement has been made, the cover on Your Vehicle is cancelled with no refund of premium. At Our option, salvage will be retained by Us.

If more than one Vehicle insured under this Policy is lost or damaged as a result of one event the maximum that We will pay under Section 1 for that event is the lesser of:

- a. \$15,000,000, or
- b. the combined Sum Insured's or Market Value's, whichever is less, plus any Included Benefit entitlement amount of Your Vehicles involved in the event.

## **PART B - HEAVY MOTOR (CONTINUED)**

### **INCLUDED BENEFITS – Applicable to Section 1**

An Included Benefit is only payable if it arises as a result of and directly in connection with a Loss payable under Section 1 Part B of Motorpack. The Included Benefits will not serve to increase the maximum sum payable under Section 1 beyond \$15,000,000.

#### **1. Accessories**

We will pay the Reasonable Costs to repair or replace fixed accessories provided that they are disclosed and are listed in the Policy Schedule under either Standard/Optional Accessories or Included Accessories.

#### **2. Death Benefit**

Where as a result of an Accident You or Your Driver dies, payment will be made to the deceased Driver's next of kin, or to a beneficiary nominated in Your or Your deceased Driver's will or last testament, for funeral expenses and assisting with Financial Stress resulting from Your or Your Driver's death which is experienced by his or her next of kin, up to a maximum of \$25,000 per event. However, if You or Your Driver commit suicide, this benefit will not apply.

#### **3. Emergency Accommodation**

We will pay the Reasonable Costs of Emergency Accommodation for You or Your Driver, where required as a result of the Loss up to a maximum of \$3,000 per event. This does not include any cost to repatriate You or Your Driver to his or her home.

#### **4. Emergency Repairs**

We will pay the Reasonable Costs of emergency repairs required to enable Your Vehicle to be moved to a place of safety up to a maximum of \$10,000 per event.

#### **5. Finance Payments**

If You cannot use Your Vehicle as a result of the Loss or Damage and it is subject to a pre-existing finance agreement, We will pay the daily pro-rata finance payment for the period from the date of Loss to the date of completion of repairs, provided that:

- a. the maximum We will pay in respect of this Included Benefit is \$8,000 any one Period of Insurance; and
- b. We will not pay any Vehicle finance payment in relation to any period after Your Vehicle has been repaired.

#### **6. First Aid Kit Expenses**

Where You, or Your Driver have been involved in an event causing injury to a Third-Party and the event involves Loss or Damage to Your Vehicle which is covered by Part B of Motorpack, We will pay Your or Your Driver's Reasonable Costs up to a maximum \$2,500 for any one event towards Your or Your Driver's first aid costs regarding the Third-Party, but only to the extent that such first aid has been administered.

#### **7. Immediate Family Travel Expenses**

Where You, or Your Driver, while driving Your Vehicle are injured and hospitalised as a result of an event covered by this Policy, We will pay Reasonable Costs up to a maximum of \$3,000 during any one Period of Insurance for travel, accommodation, meals and related expenses for You, or Your Driver and his or her Immediate Family.

#### **8. Hire Substitute Vehicle**

We will pay the Reasonable Costs incurred to hire a replacement Vehicle of a similar type to that which has suffered Loss or Damage. The maximum We will pay is the lesser of \$5,000, or four weeks hire, subject to a Loss being payable by Us for either:

- a. Your Vehicle being damaged and unusable as a result of Accidental Damage; or
- b. Your Vehicle being stolen.

This Included Benefit is subject to a seven day Excess which means that You must pay the first seven days of Vehicle hire charges prior to Us paying such charges. A day means each day that a daily hire charge has been incurred. However, We will not pay hire Vehicle charges from the date Your Vehicle has been repaired, or a replacement Vehicle provided by Us, or from the date We pay for the Total Loss of Your Vehicle.

For example: if a Hire Vehicle is used for 32 days at a cost of \$100 per day while the insured Vehicle is being repaired, We deduct a seven day Excess and reimburse 25 days hire Vehicle charges, amounting to \$2,500.

#### **9. Keys and Locks**

If the keys or locks to Your Vehicle are lost or damaged or if there are reasonable grounds to believe Your keys or locks may have been illegally duplicated as a result of the Loss, We will pay the Reasonable Costs of replacing Your Vehicle keys and/or locks up to a maximum of \$10,000 during any one Period of Insurance.

**10. Leased or Financed Vehicle Payout**

If, as a result of the Loss, Your Vehicle becomes a Total Loss and the Market Value or Sum Insured, whichever is less, is less than the amount owed by You under a lease or other finance agreement, subject to the difference between the outstanding finance and lesser of Market Value or the Sum Insured not exceeding 25% of the Market Value, We will pay the leaser or financier the actual payout figure net of any discount for early payment, less:

- a. any arrears of lease or finance payments and/or any interest on those arrears as at the date of Loss and
- b. any applicable Excess.

**11. Non-Owned Trailer**

We will pay, for a trailer connected to Your Vehicle, up to a value of \$100,000 any one event, provided the trailer is in Your or Your Driver's control and not owned, mortgaged or otherwise financed by You. However this Included Benefit is subject to \$2,500 Excess for any one event.

**12. Personal Effects**

We will pay the Reasonable Costs to replace or repair Your, or Your Drivers' personal effects (excluding Money and negotiable instruments) not included on the Policy Schedule as Included Accessories or Standard/Optional Accessories as a result of a Loss to a Vehicle, up to a maximum of \$3,000 per event.

**13. Removal of Debris**

We will pay the Reasonable Costs that are necessarily incurred to clean up and remove debris from Your Vehicle or from goods falling or leaking from Your Vehicle, including the statutory fees of Fire, Police, Ambulance or other authorities involved in emergency services attendance. We will not pay more than \$50,000 under this Included Benefit in respect of all claims arising from one event. Payment of this Included Benefit is only applicable for Reasonable Costs that are not covered by or are in excess of any claim benefit available under any inland marine, or road Freight cargo insurance Policy covering Freight in transit.

**14. Removal or Retrieval Costs**

We will pay the Reasonable Costs of removal, or retrieval of Your Vehicle (excluding debris or Freight) to the nearest repairer, or nearest place of safety or to any other location approved by Us, as a result of a Loss or Damage to that Vehicle other than by theft, up to a maximum of \$50,000 per event.

**15. Repatriation of a Driver**

We will pay the Reasonable Costs of travel and accommodation expenses necessary for the repatriation of Your Driver to his or her home, as a result of Loss or Damage to that Vehicle up to a maximum of \$5,000 per event.

**16. Repatriation of a Vehicle**

The Reasonable Cost for the return of Your Vehicle to You at Your premises that are closest to the repairer, or location of Your Vehicle as a result of theft, up to a maximum of \$25,000 per event, where Your Vehicle has been repaired or recovered following theft.

**17. Replacement with a New Vehicle (Total Loss of a Vehicle)**

If, as a result of a Loss, Your Vehicle is treated by Us as a Total Loss and at the time it is so determined to be a Total Loss and Your Vehicle is within 2 years of its original registration, We will replace Your Vehicle with one of a similar make and model, or, at Your option, pay You the Sum Insured or Market Value whichever is the less after deducting any Excess.

**18. Reward for Recovery of a Stolen Vehicle**

Where Your Vehicle has sustained a Loss by a theft, We at Our option will pay a reward to obtain the recovery of the Vehicle, where with Our prior written consent that reward has been offered by You. We will pay the amount specified in Our prior written consent to You, which shall not exceed a maximum 2.5% of the Sum Insured, or \$10,000 whichever is the less, for any one incident of theft.

**19. Signwriting**

We will pay the Reasonable Costs of signwriting or fixed advertising signs, murals, special art work, or materials, forming a permanent part of Your Vehicle following Loss or Damage to Your Vehicle.

**20. Tarpaulins, Gates, Chains, Dogs and Straps**

We will pay for the Reasonable Costs to repair or replace tarpaulins, gates, chains, Dogs and straps lost or damaged as a result of a Loss, up to a maximum of \$5,000 per event. However this Included Benefit will not apply to any theft claim, unless Your Vehicle has been stolen at the same time.

## **PART B - HEAVY MOTOR (CONTINUED)**

### **21. Trauma Counselling**

We will pay the Reasonable Costs for counselling for You, Your Drivers or the Immediate Family of You or Your Drivers following:

- a. Your death if it arose from the Accident which caused the Loss, or
- b. the death of Your Driver if it arose from the Accident which caused the Loss, or
- c. the death of any other person if it arose from the Accident which caused the Loss and either You or Your Driver was present at the Accident scene when it occurred.

We will pay for trauma counselling up to a maximum \$5,000 per event. The trauma counselling must be directly arranged by Us.

### **22. Vehicle Modification**

Where You or Your Driver have been injured and permanently disabled in an event involving Damage or Loss to Your Vehicle to which this Policy covers, We will pay Reasonable Costs up to a maximum \$10,000 any one event to carry out modification to Your Vehicle necessitated by Your or Your Driver's injuries and permanent disablement to allow the safe operation of Your Vehicle by You or Your Driver who has been the subject of such injury and permanent disablement.

## **OPTIONAL BENEFITS – Applicable to Section 1**

### **1. Downtime Protection**

We will reimburse You for up to 12 weeks of Downtime experienced by Your Vehicle during the indemnity period as a result of Loss or Damage causing the loss of use of Your Vehicle, provided:

- a. You acquire a Substitute Vehicle of a similar type, and
- b. the included 'Hire Substitute Vehicle' benefit 8 in Section 1 has been exhausted; and
- c. Your Vehicle is not a Total Loss;

We will also pay Your further Finance Payments in excess of included 'Finance Payments' benefit 5 in Section 1, and any other Fixed Costs related to loss of use of Your Vehicle.

Downtime Protection is only available if noted on Your Policy Schedule and You have paid an additional premium for the cover.

## **SPECIFIC EXCLUSIONS – Applicable to Section 1**

We will not pay for:

- a. the costs incurred to repair pre-existing damage;
- b. depreciation, wear and tear, rust, corrosion; or mechanical, structural, electrical or electronic breakdown or failure, or non-performance; or
- c. Damage to Your tyres by the application of brakes or by road punctures, cuts or bursts; or
- d. any Loss arising because reasonable steps were not taken to protect or safeguard Your Vehicle; or
- e. 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; or
- f. any Damage to the property of a Third-Party or the personal injury or death of a Third-Party.

The maximum that We will pay in respect of Section 1 is the lesser of \$15,000,000 for any one Loss or all Losses arising from one event, or the declared Sum Insured.

## **SECTION 2 – LIABILITIES TO THIRD PARTIES**

We will pay the amount which:

- a. You; or
- b. any person driving, using or in charge of Your Vehicle with Your consent; or
- c. any passenger in, getting in, or getting out of Your Vehicle,
- d. Your employer or principal if Your Vehicle is being driven on their behalf with their consent

may be held Liable to pay for Damage to property, premises and/or Loss of use of property, or premises, as a result of an Accident arising out of the use of Your Vehicle or caused during Loading or Unloading of Your Vehicle.

Provided that We will not pay for Liability for Damage to property, premises and/or Loss of use of property, premises belonging to, or held in trust or in the custody or control of, any of the persons described in Clauses a., b., c., or d. of this Section.

We will also pay the amount which You may be held Liable to pay for personal injury or death of a Third Party as a result of an Accident arising out of the use of Your Vehicle or caused during Loading or Unloading of Your Vehicle provided cover for such injury or death falls outside the scope of any Commonwealth, State or Territory compulsory Third-Party motor vehicle insurance scheme.

The maximum that We will pay in respect of Section 2, inclusive of all costs, expenses and the Included Benefits of Section 2, is \$35,000,000 for any one Accident or series of Accidents resulting from the one original cause. This limit of \$35,000,000 will not extend to liability where the event creating that Liability arises from Freight which includes any of the following Dangerous Goods:

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)

Where the maximum that We will pay including all costs, expenses and the Included Benefits of Section 2 is \$5,000,000, or any greater amount shown by endorsement in the Policy Schedule for any one Accident or series of Accidents resulting from the one original cause.

### **INCLUDED BENEFITS – Applicable to Section 2**

Where there is Liability under Section 2 above We will pay (provided Our maximum Liability under Section 2 does not exceed \$35,000,000 or \$5,000,000 where the liability under Section 2 arises from Dangerous Goods).

#### **1. Employee Use of Vehicle Liability**

To indemnify Your employee for Liability for Loss or Damage to Third-Party property arising while driving his or her own Vehicle for the benefit of Your business, or while You have instructed Your employee to conduct business on Your behalf while using his or her own Vehicle with Your permission, up to a maximum of \$25,000 for any one event. This benefit will only apply to that Liability of Your employee which is not covered by any other contract of insurance or which is in excess of any benefit available under any other contract of insurance.

#### **2. Employer, Principal or Business Partner**

To indemnify Your employer, Principal or business partner and meet his or her legal costs incurred with Our consent for Liability for Damage or Loss to Third-Party property arising from Your Vehicle being used by You or any other licensed person with Your consent on behalf of Your employer, principal or business partner. This Included Benefit will only apply to that Liability of Your employer, Principal or business partner which is not covered by any other contract of insurance or which is in excess of any benefit available under any other contract of insurance.

#### **3. Freight Falling, Leaking or Spilling**

For Liability to a Third-Party for Damage to Third-Party property not belonging to You caused by Freight falling, leaking or spilling from Your Vehicle (but excluding Damage to the Freight itself), while Your Vehicle is in transit, or during the course of Loading or Unloading.

#### **4. Legal Costs**

Your legal costs and expenses incurred with Our written consent in respect of Your Liability to a Third-Party for Damage to that Third-Party's property as a result of the use of Your Vehicle.

#### **5. Loading/Unloading – Permanently Attached Plant**

For Liability to a Third-Party for Damage to that Third-Party's property arising out of the use of Permanently Attached Plant to Your road registered Vehicle required for Loading/Unloading, which is part of the ordinary course of conducting Your business.

#### **6. Non-Owned Trailer**

For Liability to a Third-Party for Damage to a Third-Party's property arising out of use of a trailer connected to Your Vehicle, provided the trailer is in Your or Your Driver's control and not owned, mortgaged, leased or otherwise financed by You. There is no cover for Your Liability to the owner of the trailer for Damage to the trailer itself. However, there is cover for Material Damage under Section 1's Included Benefit: '11. Non-Owned Trailer.

#### **7. Vehicle Under Tow**

For Liability for Loss or Damage to a disabled Vehicle under tow by Your Vehicle for the purpose of recovery, provided You are not performing this Vehicle recovery for hire, reward, or to secure salvage rights.

## PART B - HEAVY MOTOR (CONTINUED)

### SPECIFIC EXCLUSIONS – Applicable to Section 2

We will not pay for any Liability whatsoever:

1. caused by or in connection with Your Vehicle if Your Vehicle is Mobile Plant;
  2. caused by or in connection with Your Vehicle when Your Vehicle is being used as a Tool of Trade;
  3. arising from Freight in respect of Dangerous Goods where:
    - a. the requirements of the Dangerous Goods Code have not been complied with; or
    - b. the Dangerous Goods fall within 'Class 6.2 Infective Substances' or 'Class 7 Radioactive Substances' as defined under the Dangerous Goods Code.
  4. in connection with, or directly or indirectly caused by, or directly or indirectly arising from asbestos, asbestos products or asbestos contained in any products;
  5. for any fines, penalties, punitive, exemplary or aggravated damages;
  6. arising from an event occurring on a public road if Your Vehicle is not registered for use on a public road;
  7. arising from the use of any trailer that You do not own while it is in Your custody, or control, and is connected to Your Vehicle at the time of Loss, beyond the Liability covered in Section 2 Included Benefit '6. Non-Owned Trailer';
  8. in respect of death or bodily injury if You or any person using, or in control of, Your Vehicle with Your consent:
    - a. is partly or wholly entitled to indemnity under any compulsory statutory insurance scheme or accident compensation scheme; or
    - b. would have been entitled to indemnity under any such scheme but for failure to:
      - i. insure or register Your Vehicle, or
      - ii. make a claim in accordance with its requirements, or
      - iii. comply with any of its terms or conditions.
  9. for death or bodily injury to any:
    - a. person driving and/or in charge of Your Vehicle; or
    - b. of Your employees; or
    - c. members of Your Family, or
    - d. person if Your Vehicle is registered in the Northern Territory of Australia.
- This exclusion 9, is included for abundant caution and applies notwithstanding the fact that the insuring clause only provides cover for personal injury where such injury or death falls outside the scope of any Commonwealth, State or Territory compulsory Third-Party motor vehicle insurance scheme.
10. for death, bodily injury, property damage, financial loss, or loss of use of property or any consequential loss:
    - a. directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants; or
    - b. for the cost of removing nullifying or cleaning up of Pollutants; or
    - c. for fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of Pollutants.
- However, We will indemnify You in respect of Liability:
- i. otherwise excluded under 10 a. and b. above; and
  - ii. which is caused by a sudden, identifiable, unintended and unexpected event, which takes place in its entirety at a specific time and place; and
  - iii. does not involve providing any cover for Your Liability for personal injury or death of a Third-Party, arising out of the use of Your Vehicle; unless cover for such injury or death falls outside the scope of any State or Territory compulsory Third-Party motor vehicle insurance schemes.
11. for:
    - a. the wrongful delivery of Freight; or
    - b. the delivery of contaminated or spoiled Freight;
  12. while Your Vehicle is being used:
    - a. in an underground mine, mining shaft, or tunnel which is not a public road; or
    - b. within the boundaries of any airport or airfield.
  13. which could be covered by a Professional Indemnity Policy.
  14. arising in any way from the structural maintenance of dams, reservoirs or weirs.
  15. arising in any way from Aviation Works.
  16. arising in any way from the construction, maintenance or repair of oil and gas wells or refineries.
  17. arising in any way from structural ship building or repair.



## GENERAL EXTENSIONS – Applicable to all Sections

### 1. Automatic Inclusion of Vehicles and Trailers

We will automatically provide You with cover for any substitute or replacement Vehicle or Trailer purchased, hired, leased, or otherwise acquired, from the time of purchase, hire, lease or acquisition. Provided You agree to notify Us within 30 days of the purchase, hire, lease or acquisition of any Vehicles and Trailers.

However You must tell Us immediately where:

- a. the Vehicle has a Market Value in excess of \$500,000, or
- b. as a result of the acquisition of the Vehicle the total value, of all Your Vehicles exceeds the total Sum Insured declared at the commencement of the Policy by twenty five per cent 25%; or
- c. as a result of the acquisition of the Vehicle the total number of all Your Vehicles exceeds by 25% of the total number of Vehicles and Trailers disclosed at the start of the current Period of Insurance; or
- d. You acquire the Vehicle as a result of Your being involved in a merger or takeover; or
- e. the acquisition of the Vehicle results in a material change in business activity from Your normal operations which You have disclosed to Us earlier; or
- f. a Trailer is in Your care, custody and control and You do not own it and the Included Benefit in Section 1'11. Non-Owned Trailer' is exhausted.

Provided You pay any additional premium and any applicable Excess if requested.

### 2. Cross Liability

The words "You" and "Your" will be considered as applying to each party named in the Policy Schedule in the same manner as if that party were the only party named in the Policy Schedule. We will waive Our rights of subrogation against each such party. This General Extension will not increase any limits specified in the Policy.

### 3. LPG Conversion

The Policy includes cover for Your Vehicles which have been modified to operate on liquefied petroleum gas provided such modification has been carried out in accordance with the relevant statutory standard.

### 4. Sea Transportation

We will pay any General Average and Salvage Charges incurred by You whilst Your Vehicle is being transported by sea between places in Australia.

### 5. Other Interested Parties

In the event of any loss of or damage to Insured Property which is subject to a lease or other financing arrangement whereby the financier retains security over the property, the financier will be an Insured under Part B of Motorpack but only to the extent that the financier's remaining interest in the Insured Property was affected at the time of the loss or damage to the insured property.

## GENERAL EXCLUSIONS – Applicable to all Sections

We will not pay for Loss or legal Liability:

1. if Your Vehicle is with Your consent driven by, or is under the control of, any person who is:
  - a. not licensed to drive Your Vehicle under any relevant law, but this exclusion will not apply where a person is driving Your Vehicle with Your consent and You can prove:
    - i. the driving licence produced to You by that person has been forged or was the subject of unauthorised alternation; or
    - ii. the forgery or unauthorised alteration could not have been reasonably discerned from the driving licence produced to You; or
    - iii. the driving licence produced would if it had been valid have authorised that person to drive the particular category or type of Vehicle which was to be driven with Your consent.

However, We will not waive Our right of subrogation against that person; but where that person is a member of Your family or in another personal relationship with you, or where that person is Your employee and the loss occurred whilst he or she was acting in the course of his or her employment, We will not exercise Our subrogation rights except where there is serious or wilful misconduct on the part of that person.

- b. noted in the current Schedule as a "declined Driver".
2. if Your Vehicle is driven by, or is under the control of, any person:
  - a. who has ingested any drug, substance or alcohol which may impair his or her faculties; or
  - b. who is convicted of driving or being in control of the Vehicle, at the time of Loss, while under the influence of any drug, substance or alcohol; or
  - c. who has a percentage of alcohol in his or her breath or blood, at the time of Loss in excess of the percentage permitted by law; or

## PART B - HEAVY MOTOR (CONTINUED)

- d. 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 the Commonwealth, a State or Territory.

We will indemnify You for Your vicarious Liability to a Third-Party for damage to property, if You prove You did not know, or could not reasonably have known, that the Driver of Your Vehicle was so affected or refused to undergo an appropriate test at the time of Loss. However, We will not indemnify Your Driver in respect of any Liability they incur as a result of he or she being in control of Your Vehicle where one or more of the circumstances in a. to d. above apply.

3. if Your Vehicle is used whilst in an unsafe or un-roadworthy condition and that condition caused or contributed to the Loss or Liability. However, this exclusion will not apply where You could not have detected the unsafe or un-roadworthy condition following reasonable examination or enquiry. You will be deemed not to have conducted such reasonable examination or enquiry if You fail to have the Vehicle regularly serviced in accordance with its manufacturer's recommendations.
4. if Your Vehicle is 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, constructed or permitted by law. However, We will pay, if You prove to Our satisfaction that the Loss or legal Liability was not caused or contributed to, by such excessive use.
5. intentionally caused by You or Your Driver or by a person acting with Your or Your Driver's consent.
6. incurred while Your Vehicle is being used:
  - a. in connection with the motor trade for experiments, trials, demonstration or breakdown purposes; or
  - b. in any formal or informal race, trial, test, contest or other motor sport to be carried out on public or private roads; or
  - c. in preparation for any formal or informal race, trial, test, contest or other motor sport.
7. resulting from the lawful seizure of Your Vehicle or Your Loss of the Vehicle by any other legal process or operation of law.
8. incurred by You because You cannot use Your Vehicle, or use any trailer whether owned by You or not.
9. incurred while Your Vehicle is on rails other than as cargo.
10. incurred while Your Vehicle is not running solely on terra firma.

11. arising directly or indirectly as a result of Your Vehicle being driven or used whilst either the dimensions of the load (including any load projection limit) or the weight limit of the Vehicle (or its axles) are exceeded. This exclusion will not apply if an over size or over weight Vehicle permit has been obtained and the load is being carried in accordance with such a permit, provided this does not render the Vehicle unsafe or unmanageable.

12. any Loss or Damage of whatever kind arising directly or indirectly out of:
  - a. the corruption, destruction or alteration of or damage to data, coding program or software; or
  - b. the unavailability of data or reduction in the functionality, availability or operation of hardware, software and embedded chips; or
  - c. any business interruption losses arising therefrom.

Provided this Exclusion 12 shall not apply where such Loss or Damage occurs as a direct result of any physical damage, which is otherwise covered by Part B of Motorpack.

## GENERAL CONDITIONS – Applicable to all Sections

### 1. Driver Declaration

Where the Policy Schedule states that this is a Nominated Driver Policy, You must complete Driver declarations for the Drivers of every Vehicle listed in the current Policy Schedule, as well as those covered by General Extension: '1. Automatic Inclusion of Vehicles'.

You must submit to Us for each:

- a. existing Driver, a Driver declaration within 30 days of the Policy inception; and
- b. for each additional Driver, provide a Driver declaration within five business days of his or her commencement as Your Driver.

### 2. Additional Excess

In addition to the Excess shown in the current Policy Schedule, You will have to contribute the following additional Excess or Excesses, if at the time of Loss or incurring legal Liability Your Vehicle is:

- a. a rigid truck greater than 4.5 tonnes GVM and the person driving is under 25 years of age or has less than 2 years experience driving such type of Vehicle then You must pay an additional Excess of \$1,000; or
- b. an articulated truck and the person driving is under 25 years of age and has less than 2 years experience of driving this type of Vehicle then You must pay an additional Excess of \$5,000; or

- c. an articulated truck and the person driving is 25 years of age or older and has less than 2 years experience driving such type of Vehicle then You must pay an additional Excess of \$3,000; or
- d. a Vehicle being used outside Your radius of operation which has been nominated by You to Us then You must pay an additional Excess of \$3,000, or
- e. a rigid body tipper or a tipping trailer, the additional Excesses set out in a. to e. above that You must pay will be doubled if Damage is incurred whilst the tipping hoist is partially or fully extended.

### 3. Claim Procedure

To make a claim under this Policy:

- a. You, or Your legal representative, must provide Us with full details in writing as soon as possible after an event involving the occurrence of any Loss, or the incurring of Liability, which may become the subject of a claim under the Policy;
- b. We may request any evidence which We reasonably require to substantiate Your claim, including but not limited to a Statutory Declaration. Any communication from other parties including letters of demand and court documents. must be sent to Us immediately;
- c. Where there is a claim or potential claim under Section 2 You must:
  - i. not make any admission of responsibility or any offer of payment without Our written consent, and
  - ii. allow Us to have the sole conduct of all negotiations and proceedings, and
  - iii. provide Us with all reasonable assistance and co-operation which We may request.

### 4. Subrogation

Subject to the *Insurance Contracts Act 1984*, We have the right to recover any amount paid by Us from any person You may be able to hold liable (this is termed a subrogation right) and:

- a. We will have full discretion in the conduct, defence or settlement of any claim and the right to take any action in Your name;
- b. You will provide Us with all documents and information We require to conduct any action in Your name; and
- c. You and any other party entitled to cover under the Policy must provide Us all information and co-operation We may require in a timely fashion when requested by Us.

### 5. Authorising Repairs

Other than as provided under Section 1, Included Benefit: '4 Emergency Repairs,' You must not, without Our prior consent, authorise repairs to Your Vehicle which are, or may be, the subject of a claim under the Policy.

### 6. Average

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

For the purpose of establishing the Market Value for the application of this provision, prime movers and their attached trailers will be regarded as separate and distinct items.

### 7. Other Insurance

You must notify Us in writing if You have already effected, or if You intend in the future to effect, any other insurance that covers Your Vehicle in whole or in part. You must provide Us with the full name and address of Your other insurer or intended insurer, together with the Policy number of the insurance contract if known.

### 8. Replacement Parts or Accessories

If any replacement part or accessory necessary for the repair of Your Vehicle is not available within Australia at the time of such repair, We will pay up to the current or last available Australian list price of the manufacturer of the part or the Australian distributor for that part or accessory. If there is no Australian list price We will only pay the Reasonable Costs excluding the cost to import the replacement part or accessory.

### 9. Salvage

If Your Vehicle is declared by Us to be a Total Loss and We pay You under Section 1, You must either allow Us to take possession of Your Vehicle or We will reduce what We pay You by the Vehicle's salvage value as assessed by Us.

### 10. Duty of Care to Mitigate Loss

You must exercise reasonable care and precaution to mitigate Loss and ensure safety of any Vehicle insured under this Policy. In so doing, You must also maintain Your Vehicles in a safe working and roadworthy condition, conduct safe work practices, employ competent and suitably qualified Driver. You must also discharge Your legal obligations imposed by the relevant authorities and government bodies.

## PART C - MOBILE PLANT & EQUIPMENT

### Definitions

In Part C of Motorpack the following words have a special meaning. The definitions below apply only to Part C of Motorpack and override all other definitions, including: the General Definitions applying to all sections of the Policy; and the other definitions contained in the other Parts of Motorpack. The singular shall include the plural and vice versa, except where the context otherwise requires.

**Aircraft** means any craft or object designed to travel through air, atmosphere or space, other than model aircraft.

**Accident or Accidental** means unintended, unforeseen, fortuitous or unanticipated happening or mishap, which is not expected or designed.

**Aviation Works** means any of the following work:

- a. the refuelling of Aircraft; or
- b. the construction, alteration, repair, restoration, maintenance, extension, demolition or dismantling of buildings, runways or structures (whether permanent or not) forming, or to form part of the airport areas; or
- c. the installation, alteration, repair, or maintenance or fittings, including lighting, power supply, drainage, sanitation, water supply, gas supply, fire protection, security and communications systems in any of the airport areas; or
- d. any operation on any of the airport areas involving site clearance, earthmoving, excavation, tunnelling, boring, laying of foundations, erection or dismantling of scaffolding, site restoration, landscaping and the provision of roadways and other access works.

However, Aviation Works do not extend to vehicular movements within the airport perimeter conducted in accordance with the guidelines and regulations established by the relevant regulatory authority.

**Down Hole Items** means drill pipes, drill rods, drill shanks, jointing sleeves, collars, rock bits and reamers.

**Dry Hire** means the hiring out of an item of Insured Property without a driver or Operator.

**Event** means a happening causing sudden and unforeseen physical loss of or damage to Insured Property.

**Excess** means the amount shown in the Policy Schedule that You will bear for each and every Accident/Event of loss or damage payable under the Policy.

The Excess shown in the Policy Schedule may be:

- a. a specific monetary amount; or
- b. a percentage of the Sum Insured for the item damaged; or

- c. a percentage of the loss or damage.

Excesses shall be cumulative across all Parts of Motorpack and within each Part of Motorpack.

### Goods and Services Tax (GST) Definitions

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

**Incidental Contract** means:

- a. any written rental agreement or lease of real personal property not requiring an obligation to insure such property or be strictly liable regardless of fault;
- b. any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities;
- c. any written contract with any railway authority for the loading, unloading and/or transport of Products, including contracts relating to the operation of railway sidings; or
- d. those contracts designated in the Policy Schedule.

**Insured** means:

- a. For all Sections of Part C of Motorpack, You, or Your means the Named Insured noted in the Policy Schedule.
- b. For Section 2 - Road Risk, You, or Your also includes:
  - i. anyone using or in charge of a Registered Insured Property with Your consent, but excluding hirers.
  - ii. any authorised passenger of a Registered Insured Property.
  - iii. Your employer or Principal where the Registered Insured Property was, at the relevant time, driven on their behalf with Your consent, but excluding hirers.

**Insured Property** means any:

- a. Vehicle; or
- b. items of plant which are able to move or be moved freely or easily; specifically noted in the Policy Schedule as Insured Property.

**Limit of Liability** means the amount shown in the Policy Schedule as the Limit of Liability.

**Location** means the Location stated in the Policy Schedule.

**Market Value** means the value of Insured Property at a normal sale between an unconnected buyer and seller or, if that value cannot be established, its value taking account of all factors including but not limited to age, wear and tear, location, obsolescence and usability into account.

**Operator** means an appropriately licensed driver or an appropriately licensed operator of the Insured Property.

**Part** means one of the three covers provided by Motorpack, comprising: Part A Commercial Motor; Part B Heavy Motor and Part C Mobile Plant & Equipment.

**Personal Effects** means personal property generally carried, or worn, on the person excluding: cash; negotiable instruments; mobile phones; notebook computers; personal computers; electronic organisers; portable music or DVD players; video recorders; cameras; tools or equipment.

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to: smoke; vapour; soot; fumes; chemicals or waste. Waste will include, but not be limited, to all materials that have been or are intended to be recycled, reconditioned or reclaimed.

**Property Damage** means:

- a. physical loss, destruction or damage to tangible property, including the loss of use from such physical loss, destruction or damage; or
- b. the loss of use of tangible property that has not been physically lost, destroyed or damaged.

provided that any such loss of use is caused by, or arises out of, an Accident.

**Provisional Repairs** means repairs to Insured Property that are carried out to prevent further loss, or damage, occurring; or to move Insured Property to a place of safety.

**Registered Insured Property** means the Insured Property and associated attachments that are:

- a. registered for public road use; or
- b. have a conditional registration or a road permit; or
- c. are required by any Commonwealth, State or Territorial law to hold a conditional registration or road permit.

**Section** means a sub-division of a Part.

**Sum Insured** means the amount stated in the Policy Schedule as the Sum Insured.

**Third Party** means a person who is not the Insured, or is not a person to whom cover is provided directly to by this Policy.

**Trade Use** means Insured Property while:

- a. used for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, loading and unloading, vacuuming and similar activities;

- b. in the process of setting up for such operations and reverting from such operative format to a travel or transit configuration;
- c. the Insured Property is being moved within a worksite simultaneously with or preliminary to or subsequent to, being used for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, loading and unloading, vacuuming and similar activities.

However, Trade Use does not include transit of the Insured Property to or from a worksite. If Road Risk Cover has been taken out, then Trade Use includes cover within the terms of the Road Risk Cover.

**Transit** means any Insured Property which is being transported by vehicle, vessel or train.

**Vehicle** means any machine, including attachments, which is designed to travel on wheels or self-laid tracks and to be propelled by a power source other than manual or animal power.

**Watercraft** means any vessel, craft or thing made or intended to float on, in, or travel through or under water, other than model boats.

### SECTION 1 - MATERIAL DAMAGE

#### Extent of Cover

##### 1. Insuring Clause

Subject to the terms and conditions of Part C of Motorpack, We will indemnify You for sudden and unforeseen physical loss or damage to the Insured Property occurring during the Period of Insurance, within the Commonwealth of Australia, and while it is:

##### 1.1 Care Custody and/or Control

in Your care, custody and/or control or while:

- i. engaged for Trade Use or at rest
- ii. being dismantled for the purposes of cleaning, inspecting, overhauling or repairing; or
- iii. being dismantled for the purposes of moving or in the course of subsequent re-erection.

##### 1.2 Dry Hire

on Dry Hire, provided that:

- i. You have an executed contract for hire agreement in place containing a provision that the hirer will be responsible for loss or damage; and
- ii. the hire agreement is not subject to any damage waiver, or conditions restricting Our rights of subrogation.

## **PART C – MOBILE PLANT & EQUIPMENT (CONTINUED)**

### **1.3 In Transit**

In Transit by road, rail or water. provided that Our liability under this Section shall not exceed the Sum Insured noted in the Policy Schedule.

### **2. Additional Cover**

If We agree to indemnify You under Section 1, Part C of Motorpack, then We will extend such cover for the following costs and expenses necessarily and reasonably incurred by You or on Your behalf.

### **2.1 Expediting Expenses**

Additional costs and expenses incurred for the sole purpose of expediting repairs or replacement parts. Such costs are limited, unless otherwise agreed by Us, to costs and expenses for:

- a. express delivery within Australia. Express delivery will include carriage by air freight within Australia by the use of a licensed airline operating a regular scheduled service, but not Aircraft chartered specifically for such carriage;
- b. Your travel costs, provided such costs are for regular service fares within Australia, but not Aircraft chartered specifically for such travel;
- c. overtime or penalty rates of labour and other related allowances or payments;
- d. accommodation and boarding costs, including meals and other costs associated with them.

Our liability for Expediting Expenses, unless otherwise noted in the Schedule shall be limited to the lesser amount of:

- i. 50% of the amount payable by Us for loss or damage to Insured Property under clause 1.1 of Section 1, Part C; or
- ii. \$10,000 for any one Event.

### **2.2 Accessories, Tools and Spare Parts**

Loss of or damage to accessories, tools and spare parts that were attached to or within the Insured Property, (but not included in the item's Sum Insured noted in the Schedule) at the time of loss or damage.

Our liability for Accessories, Tools and Spare Parts shall be limited to the lesser amount of:

- a. \$5,000 in respect of any one such accessory, tool or spare part; or
- b. in the aggregate for any one loss, 5% of the Sum Insured of the Insured Property lost or damaged.

### **2.3 Signwriting**

Restoring any sign writing, advertising signs and the like which formed a permanent part of the Insured Property at the time of loss or damage.

### **2.4 Tyre Replacement**

The replacement of any damaged tyre that cannot be safely used again, with a new tyre similar in make and specification, provided the damaged tyre was not a recap or retread, and had a remaining tread depth that complied with legal requirements immediately before the loss or damage.

### **2.5 Protection and Removal**

- a. the cost of protecting and removing damaged Insured Property to the nearest repairer or place of safety, or to any other location that We approve; or
- b. the cost of protecting and removing Insured Property to a place of safety, following it becoming bogged, immobilised or stranded, without loss or damage having occurred, provided immobilisation, bogging, stranding is not be attributable to the careless action of the Operator in Our opinion.

This additional cover does not extend to provide costs for search, location and retrieval of lost or damaged items unless We provide Our prior written consent to the incur such costs.

Our liability for Protection and Removal expenses shall be limited to the lesser amount of:

- a. 5% of the Sum Insured of damaged or immobilised Insured Property, or
- b. \$50,000 any one Event and in aggregate during one Period of Insurance.

### **2.6 Lock and Keys**

Locks and keys that are lost or damaged or believed to have been duplicated.

Our liability for Locks and Keys shall be limited to the lesser of:

- a. \$2,500 per key or lock; or
- b. \$5,000 in the aggregate for any one Event.

### **2.7 Loss of Personal Effects**

Loss of or damage to Personal Effects belonging to You or Your employee driver that were contained in Your lost or damaged Insured Property at the time of loss.

Our liability for Loss of Personal Effects shall be limited to the lesser amount of:

- a. \$500 for any one item of Personal Effect; or
- b. \$1,000 in the aggregate for any one Event.

## 2.8 Windscreen Replacement

We shall not apply an Excess to the settlement of a repair to or replacement of a damaged windscreen, provided that:

- a. the damaged windscreen is not part of any Insured Property used in the forestry or demolition industries; and
- b. only the windscreen is damaged during the identifiable Event.

Our liability under Section 1 of Part C for windscreen repairs or replacements shall be limited to a maximum of \$5,000 in aggregate during any one Period of Insurance.

## BASIS OF LOSS SETTLEMENT – SECTION 1 ONLY

### 1. Where Repair takes place

#### 1.1 Repairable Items

Where damage is repairable, and the cost of repair is less than Market Value of the damaged item of Insured Property, settlement shall be made on the basis of the costs of restoration to the working order or condition that existed immediately prior to the Event by using normal work practice with:

- a. the value of replacement parts charged at manufacturers list price; and
- b. labour charged at standard rates and transport costs of parts at ordinary rates together with customs duties or dues.

#### 1.2 Depreciation of Parts

No deduction shall be made for depreciation in respect of parts replaced.

#### 1.3 Repairs Carried out by You

If You carry out repairs at Your own situation or Your own workshop, We will pay the cost of replacement parts, wages and transport costs at ordinary rates and custom dues or other impost, incurred for the purpose of carrying out the repairs, plus a reasonable mark-up for Your overheads, provided that the person carrying out the repairs is qualified and competent to do so.

#### 1.4 Unavailable or Obsolete Parts

If it is necessary to replace parts which are unavailable or obsolete, We will not pay more than the cost of similar parts for similar type of plant currently available. If similar parts are found to be unprocurable, We shall not pay more than the manufacturer's or supplier's latest list price.

#### 1.5 Decrease in Market Value as a Result of Repair

We will not indemnify You for any decrease in the

Market Value of the Insured Property as a result of any repair carried out under Section 1.

### 1.6 Additional Cover

We will also pay the necessary and reasonable costs covered by Additional Cover previously specified, but Our liability for Additional Cover items under the Policy will be limited to the Sum Insured for such costs nominated in the Policy wording or on the Policy Schedule.

Repair costs will also include any additional cover provided by Optional Endorsements issued by Us and acknowledged in the Schedule.

### 1.7 Provisional Repair

The cost of Provisional Repair will be borne by Us if such repair constitutes part of the final repair and does not increase the total repair cost.

### 1.8 Residual Value of Damaged Parts

We will deduct the residual value of any damaged part from the amount otherwise indemnified.

## 2. Where Repair does not take place

### 2.1 Property Not Repaired Within 2 Years

If any lost, or damaged, Insured Property is not repaired within a period of two years from the date of loss, or damage, We will only pay the lesser of:

- i. the estimated cost of carrying out repairs at or shortly after the date of loss or damage; or
- ii. the difference in the Market Value of the Insured Property immediately prior to and immediately after the Event.

### 2.2 Residual Value of Damaged Parts

We will deduct the residual value of any damaged part from the amount otherwise indemnified.

## 3. Total Loss

If the cost of repair is greater than the Market Value of the Insured Property immediately prior to the Event, settlement shall be made on the following Total Loss basis:

### 3.1 Replacement Item or Market Value

We will at Our option either:

- i. supply an equivalent replacement item similar in type, capacity and condition to the Insured Property immediately prior to the Event; or
- ii. pay the Market Value of the Insured Property immediately prior to the Event.

### 3.2 Residual Value of Damaged Parts

We will deduct the residual value of any damaged part from the amount otherwise indemnified.

## **PART C – MOBILE PLANT & EQUIPMENT (CONTINUED)**

### **3.3 Additional Cover**

We will also pay necessary and reasonable costs covered by Additional Cover previously specified, but Our liability for any such costs will be limited to the Sum Insured for such costs nominated in the Policy wording or on the Policy Schedule.

We will also pay any additional benefits provided by specific endorsement issued by Us.

### **4. Excess**

Where only one item is lost or damaged then the Excess applicable is that noted in the Schedule for a single item.

Our liability to indemnify You for loss under Part C of Motorpack shall be reduced by the amount of the Excess applicable for each and every lost or damaged item.

Where an Excess is shown for Section 1 and Section 2, only the highest Excess will apply to the Event or Accident.

### **5. Co-Insurance**

Where the Sum Insured of any item of Insured property which is lost or damaged is less than 90% of the Market Value of that item at the commencement date of the Period of Insurance, We will only pay that portion of the Basis of Settlement described on clauses 1, 2 and 3 above, that the Sum Insured bears to the Market Value of the lost or damaged insured item.

The following example is designed to illustrate how the co-insurance clause might typically operate. This example does not cover all scenarios or all benefits and does not form a part of the Policy terms and conditions. It is a guide only.

Example:

An item of Insured Property has a Sum Insured of \$162,000. The item is damaged by an event covered by the Policy. We determine that the Market Value of the item is \$200,000 and the repair cost is \$100,000. The claim payment will be calculated as follows:

90% of Market Value = \$180,000

$(\$162,000/\$180,000) \times \$100,000 = \$90,000.00$

We would pay \$90,000 to repair the damaged item.

### **6. Limit of Liability**

Our total liability for any claim arising out of one Event or a series of Events arising out of one source or original cause will not exceed:

- a. For each item of Insured Property - the Sum Insured noted in the Policy Schedule set against the lost or damaged item of Insured Property, less the Excess, and any cover provided under Section 1 of Part C's Additional Covers provided that the Additional Covers do not serve to extend the amount payable beyond the Sum Insured for the lost or damaged item of Insured Property.
- b. For each Event - The Sum Insured noted in the Policy Schedule as the maximum cover for any one Event, less any Excess applicable, and any cover provided under Section 1 of Part C's Additional Covers provided that the Additional Covers do not serve to extend the amount payable beyond the Sum Insured for any one Event.

## **SECTION 2 - ROAD RISK LIABILITY**

### **Extent of Cover**

#### **1. Insuring Clause**

We will only cover You for Road Risk liability if We have agreed to do so and acknowledged such cover by including a Limit of Liability at the corresponding item on the Policy Schedule.

#### **1.1 Road Risk Liability**

Section 2 of Part C applies only if the Insured Property is registered for use on public roads, or has a road permit or conditional registration.

Subject to all the other terms and conditions of Part C and the Policy, We will pay You all amounts which You shall become legally liable to pay as compensation for Property Damage or bodily injury:

- a. happening during the Period of Insurance as a result of an Accident which arises directly or indirectly from the use of Registered Insured Property on a public road;
- b. which is anywhere within the Commonwealth of Australia;
- c. but not while the Insured Property is being used for Trade Use.

#### **2. Defence to Claims and Suits**

##### **2.1 General**

With respect to the indemnity provided by Section 2 of Part C, We will:

- a. defend, in Your name and on Your behalf, any claim or suit against You alleging bodily injury, Property Damage and seeking damages on account thereof even if any allegation(s) made in any such claim or suit is groundless, false or fraudulent;



- b. pay all charges, expenses and legal costs incurred by Us or by You with Our prior written consent:
  - i. in the investigation, defence or settlement of such claim or suit, including loss of salaries or wages because of Your attendance at hearings or trials at Our request; and/ or
  - ii. in bringing or defending appeals in connection with such claim or suit provided We are satisfied there are reasonable grounds for a successful appeal;
- c. pay all charges, expenses and legal costs recoverable from or awarded against You in any such claim or suit and all interest accruing on Our portion of any judgement until We have paid, tendered or deposited in court that part of such judgement which does not exceed the limit of Our liability under Part C of the Policy.
- d. pay expenses incurred by You for:
  - i. personally rendering first aid or surgical or medical relief to others at the time of any bodily Injury other than any medical expenses which We are prevented from paying by any law;
  - ii. the temporary protection of damaged and undamaged property of any person or party, including temporary repairs, shoring up or underpinning thereof; and
  - iii. purchasing or hiring or erecting and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which You must provide in compliance with the requirements of any Commonwealth, State, Territory or, other Statutory Authority;
- e. pay all legal costs incurred by You with Our prior written consent for Your representation at:
  - i. any Coronial inquest or inquiry; or
  - ii. any proceedings in any court or tribunal in connection with liability insured against by Section 2, Part C of Motorpack.

Any amounts We pay pursuant to paragraphs a. to e. inclusive will constitute Defence Costs for the purposes of Section 2, Part C of Motorpack of the Policy.

The amounts of such Defence Costs incurred, except payments in settlement of claims and suits, are payable by Us in addition to the applicable Limit of Liability of Section 2, Part C of Motorpack.

### 3. Additional Cover

Section 2, Insuring Clause 1.1, of Part C of is amended to provide the following extensions of cover.

#### 3.1 Substitute Vehicles

Insured Property for the purposes of Section 2 of Part C Insuring Clause 1.1, shall include registered items of plant that are not owned by the Insured, but are in the Insured's possession as a substitute item while the Insured's item of plant is undergoing repairs or servicing.

#### 3.2 Movement of Other Machines

We will pay You all amounts that You become legally liable to pay as compensation arising out of Property Damage happening during the Period of Insurance, within the Location specified in the Schedule, that was caused by You having lawfully moved or attempted to move, any other machine that was parked in a position which prevented or impeded the loading, unloading or lawful passage of Your Vehicle.

#### 3.3 Removal of Debris

We will insure You for costs necessarily incurred in cleaning up or removing debris resulting from a covered Accident in which goods have fallen or leaked from the Registered Insured Property. However, Our liability under this extension in respect of any one Accident shall be limited to a maximum of \$50,000.

#### 3.4 Sea Transportation

We will insure You for General Average and Salvage Charges incurred as a result of a covered Accident involving Registered Insured Property while in transit by sea between places in Australia.

#### 3.5 Towing Disabled Machines

We will insure You for any Accident to any disabled machine being towed by Registered Insured Property, but not if it was being towed for any kind of reward.

#### 3.6 Trailers

We will insure You for any Accident in connection with the use of any trailer attached to Registered Insured Property.

### 4. Cross Liability

For the purpose of the Part C of Motorpack the word Insured shall be considered as applying to each party comprising the Insured in the same manner as if a separate Policy had been issued to each of them.

Notwithstanding the above, the Limit of Liability does not apply to each Insured separately and will apply to all such Insured's in the aggregate so the Limit of Liability will not be increased for any one Accident as stated in the Policy Schedule.

## **PART C – MOBILE PLANT & EQUIPMENT (CONTINUED)**

### **5. Limit Of Liability**

Our liability under Section 2, Part C of Motorpack is inclusive of all Defence Costs, expenses and the Additional Cover of Section 2, shall not exceed the amount stated as the Limit of Liability in the Policy Schedule for any one Accident or series of Accidents resulting from the one original cause.

### **GENERAL EXTENSIONS**

The following extensions apply to Sections 1 and 2 of Part C. The cover provided by the following extensions does not serve to extend any amounts payable beyond the relevant Sums Insured or Limits of Liability noted in the Policy Schedule.

#### **1. Automatic Inclusions/Deletion**

If You acquire a replacement or additional item of Insured Property, of a similar type to those items of Insured Property specified in the Policy Schedule during the Period of Insurance, We will insure such replacement or additional item under Part C of Motorpack from the date on which You acquire it, but You must notify us:

- a. immediately if the value of the replacement or additional item exceeds \$500,000; or
- b. within 30 days of acquisition if the value of the replacement or additional item does not exceed \$250,000.

If You dispose of or sell any Insured Property, or pass any Insured Property from Your care, custody and control with the intention of disposing of, or selling it, cover for any such item will cease at the time of any such disposition, sale or passing of the property from Your care, custody and control.

#### **2. LPG Conversion**

Cover under Part C of Motorpack will not be prejudiced by modification of any Insured Property to operate on liquefied gas, provided that the modification has been carried out in accordance with any relevant statutory or regulatory standard.

#### **3. Other Interested Parties**

In the event of any loss of or damage to Insured Property which is subject to a lease or other financing arrangement whereby the financier retains security over the property, the financier will be an Insured under Part C of Motorpack but only to the extent that the financier's remaining interest in the Insured Property was affected at the time of the loss or damage to the insured property.

#### **4 Hold Harmless Subrogation Waiver.**

We will waive any rights or remedies or relief to which We may become entitled by subrogation against any person or organisation where You have been required by contractual agreement to release such person or organisation from liability. However, this extension will not apply to Dry Hire arrangements.

#### **5 Hired-in Plant not noted on the Policy Schedule**

We will provide cover under Section 1, Part C of Motorpack for hired-in plant not noted on the Policy Schedule. The most We will pay under Section 1 for hired-in plant is \$25,000 in aggregate during any one Period of Insurance.

Plant for the purposes of this extension will not include any:

- a. sedan, 4 –wheel- drive, vehicle with a gross mass vehicle weight of 3.5 tonnes or more, ute, van, wagon or any other vehicle ordinarily used to carry passengers,
- b. building; or
- c. living organism.

#### **6 Hired-in items noted on the Policy Schedule**

- a. We will provide cover under Section 1, Part C of Motorpack for hired-in items that are specifically noted in the Policy Schedule. The most We will pay under Section 1 for hired-in items is the amount shown in the Policy Schedule.
- b. We will provide cover under Section 2, Part C of Motorpack for Property Damage arising during the Period of Insurance as a result of an Accident involving the use of hired-in items that are specifically noted on the Policy Schedule. However,
  - I. The most We will pay under Section 2 for hired-in items is the Limit of Liability shown in the Policy Schedule; and
  - II. We will not be liable for any Property Damage to the hired-in item itself.

## GENERAL EXCLUSIONS

The following exclusions apply to Sections 1 and 2 of Part C of Motorpack.

### 1 General Exclusions

The Policy does not apply to any loss or damage or legal liability:

#### 1.1 Licenced or Permitted Operator

Occurring while You are, or anyone with Your consent is, operating Insured Property without a current licence, except where that person is permitted to do so by law, but this exclusion will not apply where a person is operating Insured Property with Your consent and You can prove:

- i. the current licence produced to You by that person has been forged or was the subject of unauthorised alteration; or
- ii. the forgery or unauthorised alteration could not have been reasonably discerned from the current licence produced to You; or
- iii. the current licence produced would if it had been valid have authorised that person to operate the particular category or type of Vehicle which was to be driven with Your consent.

However, We will not waive Our right of subrogation against that person; but where that person is a member of Your family or in another personal relationship with you, or where that person is Your employee and the loss occurred whilst he or she was acting in the course of his or her employment, We will not exercise Our subrogation rights except where there is serious or wilful misconduct on the part of that person.

#### 1.2 Alcohol and Drugs

Caused by or arising out of the use, operation or preparation for operation of any Insured Property by anyone who, at the time of Event or Accident:

- a. Was or could reasonably be assumed to be, under the influence of any drug or intoxicating liquor; or
- b. had a percentage of alcohol or drug in their breath, blood or urine in excess of the percentage permitted by law in the State or Territory where the Event or Accident took place; or
- c. who subsequently refused to provide or allow the taking of a sample of breath, blood or urine for testing.

However, We will insure You if You did not know or could not reasonably have known of the above circumstances. However, We will not waive Our right

of subrogation against the Operator or indemnify the Operator in respect of any liability they incur as a result of he or she being in control of, or operating, Insured Property where one or more of the circumstances in a. to c. above apply.

#### 1.3 Overloading

Occurring while Insured Property is overloaded, loaded or configured in a manner other than that for which the Insured Property was designed at the time of such Event or Accident, but this exclusion will not apply unless the overloading or configuration other than that for which the Insured Property was designed caused or contributed to the Event or Accident.

#### 1.4 Unroadworthy Condition

Caused or contributed to by the unsafe or unroadworthy condition of Insured Property; unless You could not have reasonably detected that condition and You followed the servicing requirements of the Insured Property's manufacturer.

#### 1.5 Improper Use

That occurs as a result of the use of the Insured Property:

- a. for any illegal purpose with Your knowledge and consent; or
- b. for any official or informal race, trial, test, contest or in preparation for any of these.

#### 1.6 Requisition

Caused by the lawful seizure, or requisition of Insured Property, or by other operation of law, or arising from any breach of contract, agreement or obligation.

#### 1.7 Underground Risks

Occurring while the Insured Property is underground, unless otherwise agreed and acknowledged in the Policy Schedule.

#### 1.8 Vehicles on Rails

Incurred while Your Vehicle is on rails, other than as cargo.

#### 1.9 Vehicles on Terra Firma

Incurred while Your Vehicle is not running solely on terra firma.

#### 1.10 Electronic Data

Arising directly or indirectly out of:

- a. any total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data;
- b. any error in creating, amending, entering, deleting or using Electronic Data;

## **PART C – MOBILE PLANT & EQUIPMENT (CONTINUED)**

- c. any total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all; and/or
- d. any business interruption losses resulting from an event referred to in a. to c. above.

Regardless of any other contributing cause or Event, whenever it may occur, unless such loss or damage or legal liability arises as a direct consequence of physical damage to Insured Property which is otherwise insured under Part C of Motorpack.

However, any accidental physical damage to an Insured Property, which originates directly from an action of You to Your own property, and which causes or is caused by any of the matters referred to in a. to c. above, will be covered, subject to all other provisions of the Policy.

For the purpose of this Exclusion Electronic Data shall mean facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment, including: programs, software and other coded instructions for such equipment.

### **1.11 Terrorism**

For costs, or expenses, directly or indirectly caused by, contributed by, resulting from, or arising out of or in connection with any act of Terrorism, regardless of any other cause or Event contributing concurrently or in any other sequence to the loss.

Any act of Terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof; or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone, on behalf of, or in connection with any organisation(s) or government(s) de jure or de facto and which:

- a. involves violence against one or more persons; or
- b. involves damage to property; or
- c. endangers life other than that of the person committing the action; or
- d. create a risk to health or safety of the public or a section of the public; or

- e. is designed to interfere with or to disrupt an electronic system.

This Exclusion also excludes loss of or damage to Insured Property of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, retaliating against or responding to any act of Terrorism.

This exclusion will supersede the Terrorism Exclusion contained in the General Exclusions section of this Policy.

## **2. SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 1**

We will not indemnify You under Section 1 of Part C for:

### **2.1 Mechanical and Electrical Breakdown**

Loss or damage consisting of, or resulting from:

- a. electrical, electronic or mechanical breakdown;
- b. explosion of any boiler or pressure vessel subject to internal steam or fluid pressure, or of any combustion engine; or
- c. a failure to supply or insert or maintain proper fuel, coolant or lubricants' or
- d. placing an incorrect or inappropriate type of fuel, coolant or lubricant into Your Insured Property.

However, if an Event causing damage which is otherwise insured under Part C of Motorpack, causes a secondary consequence to such damage, breakdown, explosion, or a lack of coolant or lubricants, We will indemnify You for such consequential loss or damage.

### **2.2 Marine Exposure**

Loss or damage:

- a. due to the total or partial immersion in tidal water; or
- b. whilst being used for Trade Use on any Watercraft; or
- c. whilst in the course of ocean marine transit;

unless otherwise agreed and acknowledged by specific endorsement.

### **2.3 Wear and Tear and General Maintenance**

- a. loss or damage which is specifically wear, tear, corrosion, erosion, oxidization, or gradual deterioration due to atmospheric conditions or otherwise;
- b. cost of replacing:
  - i. exchangeable tools including but not limited to cutting tools, knives, crushing tools, pressing, and punching tools, drills, bits, blades, and edges;

- ii. moulding, shaping, forming dies, moulds patterns, or templates;
- iii. replacement parts including but not limited to fuels, bulbs, X-ray tubes, filters, seals, ropes, belts, felts, caterpillar tracks, chains, conveyor belts, roller covering links, jointing, packing materials, connecting wires, hoses, flexible pipes, batteries, tyres, tracks, heating elements, electrical contacts, and any other part or parts which require periodic or frequent replacement;
- iv. overloads, protectors, fuses, shear pins, rupture plates, or similar protective devices.

However, paragraph (b) shall not apply if loss or damage to such tools, parts or devices has occurred as a direct result of a sudden and unforeseen external Event otherwise covered under Part C of Section 1 of the Policy.

- c. costs relating to normal maintenance, service or adjustment.

### 2.4 Minor Visual Damage

Loss or damage to Insured Property that only has a visual effect and does not increase the risk of material damage nor does it decrease the output of the Insured Property.

### 2.5 Relinquished Custody

The loss of any Insured Property:

- a. where You have entrusted any Insured Property to anyone posing as a prospective buyer; or
- b. where You have entrusted any Insured Property under any hire purchase or lease arrangement, and do not have legally enforceable conditions of hire in place which make the hirer responsible for loss or damage, or;
- c. where You have entrusted any Insured Property under any hire purchase or lease arrangement, and the conditions of hire include any damage waiver or any conditions restricting Our rights of subrogation;

unless We have otherwise agreed and acknowledged by specific endorsement .

### 2.6 Security for a debt

Loss of Insured Property where the Insured Property stands as security for a debt and is the subject of repossession or seizure by any financier.

### 2.7 Malicious Damage

For damage:

- a. resulting from foreign matter having been maliciously placed in the Insured Property while such property is unattended, unless such loss or

damage is as a direct result of forcible entry of any locking mechanism designed and fitted to prevent such loss or damage;

- b. to any Insured Property if damage is due to plant being left unattended and in an insecure condition including, but not limited to, where all keys have not been removed from the locks.

### 2.8 Theft

Theft of any Insured Property, unless You have taken all reasonable precautions to protect or safeguard the Insured Property

### 2.9 Warranty and Maintenance Agreements

Loss or damage for which the supplier or manufacturer is responsible by law or under contract, sale or warranty condition or which is covered under a Maintenance Agreement.

### 2.10 Consequential Loss

Penalties whether contractual or otherwise, for noncompletion or delay in completion, noncompliance with any contract conditions, fines, liquidated damages, penalty costs or aggravated, punitive, or exemplary damages, extra costs of working, or any other consequential financial loss, unless otherwise agreed and acknowledged by specific endorsement.

### 2.11 Plant Operation

Loss or damage:

- a. that could have been avoided if any fitted safety/security devices had been properly activated;
- b. occurring while Insured Property is undergoing a test of any kind, except as required by law;
- c. occurring while Insured Property is being used, operated or prepared for operation:
  - i. in any manner or for any purpose other than for which it was designed; or
  - ii. beyond the manufacturer's recommended safe working limits or in a fashion contrary to that recommended.

However, if You have given instructions or taken precautions that are adequate to prevent such use and did not know or could not reasonably have known that the Operator was using the Insured Property in this manner, then We will not deny any claim under this exclusion c., but We will not waive Our subrogation rights against the Operator;

- d. caused by failure to provide Insured Property with adequate or appropriate, fuel, oil, lubricant or coolant; or
- e. occurring while any crane insured by the Policy is being used in a lifting operation in which a load

## **PART C – MOBILE PLANT & EQUIPMENT (CONTINUED)**

is shared or rigged for sharing with other cranes, unless otherwise agreed and acknowledged by Us in advance by a specific endorsement.

### **2.12 Search Locate and Retrieval Costs**

Costs associated with the search, location, retrieval or recovery of any lost or damaged Insured Property unless such costs are acknowledged by specific endorsement taken out in advance of the incident covered.

### **2.13 Down Hole Items**

Loss or damage to Down Hole Items while in the ground, unless:

- a. nominated with a specific Sum Insured in the Policy Schedule, and
- b. acknowledged by Us by specific endorsement taken out in advance of the incident covered.

### **2.14 Third Party Property Damage or Injury**

Loss or damage to any Damage to the property of a Third-Party or the personal injury or death of a Third-Party.

## **3. SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 2**

We will not indemnify You for:

### **3.1 Damages, Fines and Penalties**

- a. any fines or penalties imposed by law;
- b. any liquidated damages;
- c. any aggravated, exemplary or punitive damages;
- d. any additional damages resulting from the multiplication of compensatory damages;  
or
- e. any damages incurred by reason of any penalty clause.

### **3.2 Property Owned by You**

Property Damage to property that You own, or liability arising from Your failure to maintain property that You own, unless You could not have known that maintenance was required.

### **3.3 Watercraft and Aircraft**

Property Damage or Bodily Injury caused by or arising out of or in connection with:

- a. any Watercraft exceeding 8 meters in length, except where such Watercraft is not owned by You but is used by You for business entertainment.

- b. the ownership, repair, construction, maintenance, servicing of any Aircraft, or installation of any property in or on any Aircraft.
- c. the ownership, use or control of any area on which Aircraft take off, land, load/unload, taxi, are housed, maintained or refuelled.

### **3.4 Professional Advice**

Any legal liability arising out of any breach of a duty owed in a professional capacity by You or by persons for whose breaches of a professional duty You may be legally liable.

However, this Exclusion will not apply to the rendering of or failure to render professional medical advice by medical persons employed by You other than qualified medical practitioners.

### **3.5 Pollution**

- a. Property Damage, bodily Injury, personal injury, death or financial loss directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants,
- b. the cost of removing, nullifying or cleaning-up Pollutants, and
- c. the cost of preventing the escape of Pollutants.

Exclusions 3.5a. and 3.5b. will not apply where the Property Damage, bodily injury or death:

- i. arose from an unexpected, unintended sudden and instantaneous cause which took place at a clearly identified point in time during the Period of Insurance;
- ii. does not involve providing any cover for Your liability for personal injury or death of a third-party, arising out of the use of Insured Property unless cover for such injury or death falls outside the scope of any State or Territory compulsory third-party motor vehicle insurance schemes or any other compulsory statutory compensation scheme.

### **3.6 Asbestos**

- a. Any liability for directly or indirectly arising, out of inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos, asbestos fibres or derivatives of asbestos; and/or
- b. that part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or loss of use of, property arising out of any asbestos, asbestos fibres or any derivatives of asbestos.

### **3.7 Railways**

Loss, damage or liability arising in any way from the construction or structural maintenance of railways.

**3.8 Aviation Works**

Loss, damage or liability arising in any way from Aviation works.

**3.9 Oil and Gas Wells and Refineries**

Loss, damage or liability arising in any way from the construction, maintenance or repair of oil and gas wells and refineries.

**3.10 Ship Building**

Loss, damage or liability in any way arising from ship building or repair.

**3.11 Dams, Reservoirs and Weirs**

Loss, damage or liability arising in any way from structural maintenance of dams, reservoirs or weirs.

**3.12 Admission of Liability**

Any liability assumed by You as a result of any admission made by You.

**3.13 Trade Use**

Any liability arising directly or indirectly from the Insured Property being used or operated for Trade Use.

**3.14 Compulsory Personal Injury Legislation**

Any liability for bodily injury, personal injury, illness or death incurred where You or any person using Your Insured Property with Your consent are partly or wholly entitled to indemnity under any compulsory statutory insurance scheme or accident compensation scheme, or would have been so entitled to indemnity but for Your failure, or the failure of someone acting on Your behalf, to:

- a. insure or register the Insured Property; or
- b. lodge a claim; or
- c. comply with any term or condition of any such scheme.

**3.15 Dangerous Goods**

Any liability occurring while the Insured Property is in use for, or is attached to any other machine in use for, the commercial carriage of Dangerous Goods as defined in the Australian Code for the Transport of Dangerous Goods by Road or Rail. However if transportation complies with such Code the maximum We will pay in respect of all claims arising out of any one Accident, is \$100,000 unless noted otherwise in the Policy Schedule.

**3.16 Registered Vehicles in Northern Territory**

Any liability to pay compensation in respect of bodily injury arising as a result of the use of any item of

Insured Property which is registered in the Northern Territory of Australia.

**3.17 Driver, Employee and Family Members**

Any liability arising out of death or bodily injury to anyone who, at the time of any Accident, was:

- a. operating or in charge of the Insured Property; or
- b. Your employee; or
- c. a member of Your family.

**3.18 Loading and Unloading**

Any liability caused by, or in connection with, any operation of loading, unloading, delivery or collection to or from Your Vehicle or Insured Property except for the operation of loading, or unloading, products onto or from Your Vehicle direct to a fixed place of rest beside Your Vehicle.

**3.19 Employment Liability**

- a. Bodily Injury to any Employee arising out of or in the course of their employment by or with You.
- b. liability caused by, arising from or in any way connected with, any provision of any applicable workers' compensation legislation or accident compensation legislation, or
- c. liability caused by, arising from or in any way connected with, any industrial award or agreement or determination or any contract of employment or workplace agreement, where such liability would not have been imposed in the absence of any such industrial award, agreement, determination, contract of employment or workplace agreement; or
- d. liability for which You are or would have been entitled to seek indemnity under any Policy of insurance, fund, scheme or self insurance arrangement, required pursuant to any legislation relating to workers' or workmen's' compensation including any legislation of any State or Territory (whether insurance is effected or not).

For the purpose of this exclusion, Employee means any person engaged under a contract of service or apprenticeship with You but does not include any person employed under such a contract who is excluded from the definition of worker under any applicable workers' compensation legislation.

**3.20 Underground Services**

Any liability for or arising from Property Damage to any underground pipes, cables, services and supports.

## GENERAL CONDITIONS

### 1. General Conditions

#### 1.1 Misrepresentation and Non-Disclosure

If You have:

- a. failed to disclose any matter which You were under a duty to disclose to Us; or
- b. made a misrepresentation to Us before the Policy of insurance was entered into;

and if We would not have entered into the Policy for the same Premium and on the same terms and Conditions expressed in the Policy but for the failure to disclose or the misrepresentation, then;

- i. Our liability in respect of any claim shall be reduced to an amount which places Us in the same position in which We would have been if the failure to disclose had not occurred or the misrepresentation had not been made; or
- ii. if the non-disclosure or misrepresentation was fraudulent, We may avoid the Policy.

Where more than one party is insured under the Policy, any misrepresentation or non-disclosure will only affect the party responsible for the misrepresentation or non-disclosure and no other party.

#### 1.2 Observance of Terms and Conditions

Indemnity under Part C of Motorpack will depend upon Your compliance with the following conditions:

- a. The observance of the terms, conditions and endorsements of and to the Policy by any person or entity insured under it in so far as they relate to anything to be done or complied with by any persons or entities insured;
- b. The truth of the verbal and written statements made to Us by any of the persons or entities insured or their representative or agents prior to entering into the Policy; and
- c. The notification as soon as practical by any of the persons or entities insured of any alteration of risk which materially affects this insurance.

#### 1.3 Reasonable Care

You and Your employees and agents, must at Your or their own expense use due diligence to:

- a. take all reasonable precautions to prevent or minimise loss or damage;
- b. comply with all reasonable recommendations made by Us to prevent or minimise loss or damage;

- c. comply with all statutory requirements and recommendations of manufacturers and suppliers; and
- d. prevent the occurrence of bodily Injury and Property Damage insured against hereunder.

#### 1.4 Entitlement

Each person or organization entitled to insurance under the Policy will be subject to its terms as if such person or organization were You.

#### 1.5 Notice of Claims – Section 1 - Material Damage Only

In the event of a claim under Section 1 the following conditions apply:

- a. Following discovery of any loss or damage which might give rise to a claim under Section 1, Part C of Motorpack, You or Your representative must:
  - i. notify Us as soon as possible and confirm such notification in writing giving an indication of the nature and extent of the loss, destruction or damage to Insured Property;
  - ii. take all steps within Your power to minimise the extent of the loss or damage to Insured Property;
  - iii. preserve all parts affected and make them available for inspection by Us, Our employees or agents;
  - iv. furnish all such information and documentary evidence as We may reasonably require; and
  - v. notify the police of any actual or attempted theft, burglary or malicious damage.
- b. Upon notification of any loss or damage being given to Us, You may carry out repairs or make good any minor damage, but in all cases You must give Us, Our employees or agents an opportunity to inspect the loss or damage before any repairs or alterations are effected. If no inspection is carried out by Us or on Our behalf within a period of time which is reasonable having regard to the location of risk, weather conditions and any other relevant factors, You may proceed with such repairs or replacement.
- c. We will not pay for any additional damage to any item caused by the failure to repair that item properly and without delay.

#### 1.6 Notice of Claims - Section 2 Only

In the event of any Accident likely to give rise to a claim under Section 2, Part C of Motorpack of the Policy You must:



- a. at Your own expense, take such immediate action as may be necessary to minimise the extent of bodily injury or Property Damage;
- b. as soon as possible, give notice in writing of such Accident to Us;
- c. send to Us immediately upon Your receipt any letter, claim, writ, summons or proceedings; and
- d. make no admission, offer, promise, payment or offer of indemnity to any party without Our prior written consent.

### **1.7 Claim Co-operation Section 1 and Section 2.**

On the happening of an Event or Accident for which a claim is made or may be made under the Policy We may at Our election:

- a. take over and conduct in Your name the defence or settlement of such claim;
- b. at Our own expense and for Our own benefit conduct proceedings or prosecute any action to enforce Your rights against others whether or not any payment has been made by Us in respect of such claim; and
- c. receive from You all assistance and information We may reasonably require for the purpose of defending or settling such claim or in the pursuit of any rights of recovery from others.

### **1.8 Subrogation**

Subject to the ***Insurance Contracts Act 1984***, We have the right to recover any amount paid by Us from any person You may be able to hold liable this is termed a subrogation right. and:

- a. We will have full discretion in the conduct, defence or settlement of any claim and the right to take any action in Your name;
- b. You will provide Us with all documents and information We require to conduct any action in Your name; and
- c. You and any other party entitled to cover under the Policy must provide Us all information and co-operation We may require in a timely fashion when requested by Us.

### **1.9 Inspection**

We or Our employees or agents will at any reasonable time have the right to inspect and examine at any location, any item, plant or equipment associated directly or indirectly with the risk, the subject of the Part C of Motorpack, and You must provide to Us, Our employees or agents all details and information which We may reasonably require.

### **1.10 Other Insurances**

In the event of a claim You must give Us written notice if You have any other insurance covering the loss or damage to the Insured Property, or liability cover for Property Damage.

### **1.11 Assignment**

No interest in this insurance can be transferred to anyone other than an existing Insured party under this Policy without Our prior written consent.

### **1.12 Reinstatement of Sum Insured**

Following any claim being paid under the Policy We will reinstate the Sum Insured, provided that You pay any additional premium that may be reasonably required by Us.

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