

Steadfast Client Trading Platform Commercial Motor Vehicle Insurance

Product Disclosure Statement



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Product Disclosure Statement

This Product Disclosure Statement (PDS) contains 2 parts:

- About the Steadfast Client Trading Platform Commercial Motor Vehicle Insurance – contains general information about the Steadfast Commercial Motor Vehicle Insurance, and
- Steadfast Client Trading Platform Commercial Motor Vehicle Insurance Policy Wording – contains the terms, conditions, limitations and exclusions of Your Policy.

In both parts of the PDS, You will find capitalized terms to show that We have given a particular word a particular meaning. Please refer to Clause 1 Words with special meaning to obtain the full meaning of the capitalized terms.

This PDS is prepared on 23 April 2018.

About the Steadfast Client Trading Platform Commercial Motor Vehicle Insurance

Purpose of this PDS

The information contained in this part of the PDS has been prepared to provide You with information required under the Corporations Act 2001 (Cth) to assist You to:

- understand the coverage offered by this insurance product;
- decide whether this insurance product will meet Your needs; and
- compare this product with other products You may be considering.

The information contained in this part of the PDS is general information only. It is important that before You purchase this insurance product, You read the Steadfast Client Trading Platform Commercial Motor Vehicle Insurance Policy Wording which contains full details of the coverage provided by this insurance product together with all the terms, conditions, limitations and exclusions that apply.

About the insurer

The insurer of the product is Allied World Assurance Company, Ltd, ABN 54 163 304 907. Allied World Assurance Company, Ltd is authorised by the Australian Prudential Regulation Authority ('APRA') to carry on insurance business in Australia.

About Hostsure

Hostsure Underwriting Agency Pty Ltd (ABN 44 108 154 829, AFSL 268726) ('Hostsure') acts as agent for the insurer. Pursuant to its AFSL, Hostsure will make offers to arrange for the issue, variation or disposal of this insurance product by Us and We will issue, vary or dispose of this insurance product in accordance with such offers if accepted.

Hostsure is a company within the Steadfast Underwriting Agencies division of Steadfast Group Limited (ABN 98 073 659 677) ('SGL'). Please consider the Hostsure Financial Services Guide available at www.hostsure.com.au

Important information about Hostsure's advice

Any advice Hostsure gives about this Policy is General Advice only. General Advice is advice that has been prepared without considering Your individual objectives, financial situation or needs. For this reason, before You act on this General Advice, You should consider the appropriateness of the General Advice having regard to Your individual objectives, financial situation and needs.

Before You make any decisions about whether to acquire this Policy, Hostsure recommends You read this Product Disclosure Statement and Policy Wording.

How to apply for this insurance

Allied World distributes this product via Steadfast Brokers who are qualified professional insurance brokers who are able to access a wide selection of insurance products from which they are able to recommend those best suited to Your insurance requirements, after taking into account Your individual circumstances.

Throughout this document when We are referring to Your Steadfast Broker, We may simply refer to them as Your intermediary.

If You are interested in buying this product or have any inquiries about it, You should contact Your intermediary who should be able to provide You with all the information and assistance You require.

How to contact Us

You can contact Us in any of the following ways:

- by telephone on +612 8015 2500
- by writing to Us at 264 George Street, Australia Square Level 21 Sydney NSW 2000 Australia
- by emailing Us at info.australia@awac.com

How to contact Us if You have a claim

If You need to make a claim under this Policy, please contact Your intermediary or You can contact Us by telephone on 1300 831 033.

Cost and Fees

Remuneration

Allied World pays remuneration to SGL and Your intermediary when We issue, renew or vary a Policy that SGL and Your intermediary have arranged on Our behalf. The type and amount of remuneration varies and may include commission or other payments. If You require more information about the remuneration We pay SGL or Your intermediary, please refer to the Financial Services Guide issued by SGL or Your intermediary.

Cancellation

When You or We cancel this Policy, a minimum premium of 20% will apply. This means that an amount equal to 20% of the annual premium will be deducted from any refund of premium that may be due to You when this Policy is cancelled.

How We calculate Your premium

The premium is the amount that You pay for this insurance product. The total premium payable by You is shown in Your Schedule.

Your premium includes amounts that take into account Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to Your Policy. We set out separately the amount of any taxes and charges on Your Schedule as part of the total premium payable. If We are required pay an estimated amount (e.g. Fire Services Levy) 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 over or under estimate in a particular year, but We will not adjust Your premium because of this.

When You apply for this insurance product or upon renewal, We will ask You questions and We will ask You to provide Us with information. We rely on Your answers and the information You provide to Us when We calculate the premium. Some of the factors that We will take into consideration when We calculate the premium include:

- the make, model and type of Your Vehicle and whether it has any Non-Standard Accessories, Modifications or Attachments;
- the value of Your Vehicle and whether You insure it for Agreed Value, Market Value or Sum Insured;
- the type of cover You select and whether You select any Optional Covers;
- the ages of the drivers of Your Vehicles;
- Your claims history;
- where and how Your Vehicles are used;
- Your No Claim Discount; and
- any premium discounts that You qualify for.

If You change the Policy in any way during the Period of Insurance, You may be entitled to a refund of the premium You have paid or We may require You to pay an additional amount of premium.

Premium Discounts

Any premium discount that You qualify for will be included in Your premium and will be applied before adding applicable government charges.

The amount and type of premium discounts offered can change at any time before You purchase this insurance product or at Your next renewal. We may also vary or withdraw discounts at any time, however this will not affect the premium You pay for the Policy during its Period of Insurance.

No Claim Discount

If Your Vehicle is insured for Option 1: comprehensive cover and You do not have a claim during the Period of Insurance, We will apply a discount off Your next year's renewal premium. This reward is called the 'No Claim Discount'. The more 'claim free' years You have, the greater the percentage of No Claim Discount until You reach the maximum level of No Claim Discount after five (5) years. Your No Claim Discount is shown on Your Schedule.

When You have an at-fault claim, You will lose some or all of Your No Claim Discount at the next renewal. You will not lose any of Your No Claim Discount at the next renewal if:

- You have a claim and the only Damage to Your Vehicle is breakage of the windscreen or window glass of Your Vehicle and consequent scratching to body work; or
- You have a claim where Your Vehicle is involved in a collision and We agree the other driver was totally at fault and We can recover any amount We pay under the Policy in relation to the claim.

Paying Your premium

Your Schedule will show the amount that You must pay and the due date for Your annual premium. You must pay Your premium by the due date shown in Your Schedule. If You do not pay Your premium by the due date, We may reduce any amount We pay for a claim by the amount of any outstanding premium and/or We may cancel Your Policy.

Excess – the amount that can apply when You have a claim

The Excess is the amount that You are required to pay if You have a claim. Your Schedule will show Your Basic Excess which is the first amount of each claim You are required to pay unless We tell You that the Excess does not apply. The Basic Excess will vary depending on factors including but not limited to Your Vehicle type, the level of Basic Excess You choose and Your claims experience.

You may also be required to pay one or more additional Excesses in addition to the Basic Excess. These additional Excesses may include:

- Age and inexperienced driver's excess – this excess will apply if the driver of Your Vehicle is under the age of 25 or over the age of 25 years but has held a license less than two years. Different amounts apply for different age groups and different types of vehicle;
- Radius Limit excess – this excess will apply if Your Vehicle is Damaged or liability is incurred as a result of an Accident which occurs outside the Radius of Operation shown in the Schedule.

Upon acceptance of Your claim, You must immediately pay the total of all applicable Excesses, either to Us or to the repairer or any other party We direct You to pay. We will advise You to whom the Excess must be paid, however, if Your Vehicle is a Total Loss or if We pay You a cash settlement for a claim under this Policy, We may deduct any Excess that You must pay from any payment We make.

This is only a summary of how the Excess will apply. Please refer to Your Schedule, Clause 1 Words with special meaning, definition of 'Excess' and Clause 16.2 Excess and to any endorsement that refers to additional Excesses applicable for further details.

Duty of Disclosure

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If You do not tell Us something

If You do not tell Us anything You are required to, We may cancel your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

Individuals

If You are a natural person and depending on the type of Vehicle covered under this Policy, a different duty of disclosure to the one set out above applies to You. Please contact Us so that You can be informed of the duty of disclosure that applies to You.

Significant Risks

Duty of Disclosure

You are obliged to provide Us with accurate information and comply with Your duty of disclosure. Please refer to 'Duty of Disclosure' above which sets out Your duty of disclosure and the consequences if You do not comply.

Exclusions and Limitations

This Policy contains a number of exclusions and limitations. For example, We will not cover:

- any consequential loss, inconvenience or other detriment of any kind, resulting from loss or Damage to Your Vehicle;
- any liability of whatsoever nature in connection with Your Vehicle, or any item of plant or equipment attached to Your Vehicle, being used as a Tool of Trade;
- Damage or liability in connection with, or directly or indirectly caused by, or directly or indirectly arising from asbestos, asbestos products or asbestos contained in any products.

The above are only examples of some of the exclusions and limitations that apply to this Policy. It is important that You carefully read Your entire Policy and all of the exclusions and limitations that apply so You can understand the cover that You are purchasing. Please refer to Clause 8 Exclusions applicable to Part A, Clause 11 Exclusions applicable to Part B and Clause 13 Exclusions applicable to Part A and Part B, Clause 7 Limitations of Cover applicable to Part A and Clause 14 Limitations of Cover applicable to Part A and Part B for further details. Exclusions and limitations may also be contained in Clause 1 Words with special meaning, Clause 5 Additional Benefits applicable to Part A, Clause 10 Additional Benefits applicable to Part B, Clause 12 Additional Benefits applicable to both Part A and Part B and any endorsement to this Policy.

Conditions

This Policy contains General Conditions which set out things You must do. For example, You must tell us if You modify Your Vehicle during the Period of Insurance in a way that will affect its value or performance. If You do not comply with the General Conditions, We may decline or reduce a claim or cancel the Policy. Please refer to Clause 15 General conditions applicable to both Part A and Part B for further details. Conditions of cover may also be contained within Clause 1 Words with special meaning, Clause 5 Additional Benefits applicable to Part A, Clause 10 Additional Benefits applicable to Part B, Clause 12 Additional Benefits applicable to both Part A and Part B and any endorsement to this Policy.

Updating Your Details

It is important that You tell Us if the details You provided to Us before the Period of Insurance commenced change at any time during the Period of Insurance. If You do not keep Us updated about changes, You may not have the cover that You require under the Policy or the value that Your Vehicle is insured for may not be adequate to cover Your loss.

Repair Industry Code of Conduct

Allied World complies with the Repair Industry Code of Conduct.

You can choose a repairer, or We can recommend one for You. If We do not accept Your choice of repairer, You must still co-operate with Us to select another repairer that We both agree on.

When Your Vehicle is repaired, the repairer may use re-usable parts or parts that are not manufactured by a supplier to the vehicle's original manufacturer which:

- are consistent with the age and condition of Your Vehicle;
- do not affect the safety or the structural integrity of Your Vehicle;
- comply with the vehicle manufacturer's specifications and applicable Australian Design Rules;
- do not adversely affect the post repair appearance of Your Vehicle; and

- do not void or affect the warranty provided by the vehicle manufacturer.

In repairing Your Vehicle, We may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs.

We guarantee workmanship of the repairs authorised by Us. This guarantee is for the life of Your Vehicle and is in addition to Your statutory rights against the repairer and warranties that You have from the repairer directly. Wear and tear is not covered by this guarantee.

We will arrange for repairs authorised by Us to be rectified at no cost to You, if We agree that the repairs are defective. Before We can arrange for any defective repairs to be rectified, You must give Us the opportunity to inspect Your Vehicle.

Privacy

Allied World and Hostsure are committed to compliance with the Australian Privacy Principles under the Privacy Act 1988 (Cth). Allied World and Hostsure may collect, use and disclose personal information for the purpose of assessing the risk and providing insurance, administering a policy and assessing and managing claims. Personal information may be obtained by Allied World and Hostsure directly from You or via a third party such as an insurance intermediary. If this information is not provided to Allied World and Hostsure, We may not be able to provide insurance, administer the policy or process a claim.

Allied World's Privacy Policy and Hostsure's Privacy Policy contains information on the kinds of personal information Allied World and Hostsure collects and holds, how Allied World and Hostsure does so and the purposes for which Allied World and Hostsure collects, holds and discloses personal information. It also contains information on how Allied World and Hostsure can access Your personal information, how You can seek correction of such information or make a privacy related complaint and when Allied World and Hostsure is likely to disclose personal information to third parties and overseas recipients, including the countries in which Allied World and Hostsure is likely located.

A copy of Allied World's Privacy Policy can be obtained by contacting the Allied World by telephone (02) 8015 2500 or by visiting the Allied World's website (<http://www.alliedworldinsurance.com/australia>). A copy of Hostsure's Privacy Policy can be obtained by contacting the privacy officer for Hostsure by telephone (02) 9307 6656 or by visiting its website <http://steadfastagencies.com.au/privacy-policy/>

By providing Allied World and Hostsure with Your personal information, You consent to its collection, use and disclosure as outlined above and in the Allied World's and Hostsure's Privacy Policies.

Complaints and Disputes Resolution process

It is Allied World's intention always to supply a first-class standard of service. However, should You have any cause for complaint about this insurance product, the service You have received or a claim, please contact the person who provided the initial service or the person who is handling Your claim. We will respond to Your complaint within 15 working days, unless We have agreed an alternative timeframe with You.

If We are unable to resolve the matter or You do not agree to an alternative timeframe to respond to Your complaint, at Your request, We will refer Your complaint through our internal dispute resolution process. We will review Your complaint and provide You with Allied World's final decision within 15 working days of Your request for review, unless We have agreed an alternative timeframe with You.

If You are not satisfied with Our final decision or We have been unable to resolve Your complaint to Your satisfaction within 45 days, You may be able to refer Your complaint to the Financial Ombudsman Service (FOS) Australia. FOS Australia is an independent and external dispute resolution scheme that is free of charge to You. You can contact FOS Australia directly and they will advise You if Your dispute falls within FOS Australia's Terms of Reference. FOS Australia contact details are:

Financial Ombudsman Service Australia

Freecall: 1800 367 287 or 1800 FOS AUS

Post: GPO Box 3, Melbourne, Victoria 3001 Australia

Website: www.fos.org.au

Email: info@fos.org.au

Cooling off period

If You request cancellation of Your Policy within 21 days of its commencement, We will refund all of the premium You have paid for the Policy, provided that You have not made a claim or become entitled to make a claim under the Policy. If You have made a claim or become entitled to make a claim under the Policy, You will not receive a refund of the premium You have paid for the Policy.

Any request to cancel Your Policy must be submitted to Us in writing.

You can still cancel Your Policy after the cooling off period ends. Please refer to Clause 15.2 Cancellation under Clause 15 General conditions Applicable to both Part A and Part B for further details.

Taxation information

The sum that You choose to insure Your Vehicle for should exclude Goods and Services Tax (GST). In the event of a claim, if You are not registered for GST, We will reimburse You the GST component, in addition to the amount We pay You. If You are registered for GST, You will need to claim the GST component from the Australian Taxation Office. Please refer to Clause 15.12 GST Notice under Clause 15 General conditions Applicable to both Part A and Part B for further details.

You must advise Us of Your correct input tax credit percentage. Any GST liability arising from Your incorrect advice is payable by You.

Financial Claims Scheme

This Policy may be a protected Policy under the Federal Government's Financial Claims Scheme, (FCS) which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance Policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained from the FCS website at [http:// www.fcs.gov.au](http://www.fcs.gov.au) and the APRA hotline on 1300 55 88 49.

Updating the PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS or a Supplementary PDS 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. Other documents may form part of the PDS. If they do, We will tell You in the relevant document.

Type of cover

The following is a summary only. Please refer to the Steadfast Client Trading Platform Commercial Motor Vehicle Insurance Policy Wording for all definitions, terms, conditions, exclusions and limitations that apply.

The Policy offers 3 different types of cover:

- **Option 1: Comprehensive – Own Damage and Third Party Liability** provides cover:
 - under Part A of the Policy for Accidental Damage to Your Vehicle and all of the Additional Benefits applicable to Part A; and
 - under Part B of the Policy for amounts You are held legally liable to pay as compensation for Damage to Third Party property, and in some circumstances, bodily injury to Third Parties.
- **Option 2: Fire, Theft and Third Party Liability only** provides cover:
 - under Part A of the Policy only for Damage to Your Vehicle caused by fire or theft and some of the Additional Benefits applicable to Part A; and
 - under Part B of the Policy for amounts You are held legally liable to pay as compensation for Damage to Third Party property, and in some circumstances, bodily injury to Third Parties.
- **Option 3: Third Party Liability only:**
 - does not provide cover under Part A of the Policy; and
 - provides cover under Part B of the Policy for amounts You are held legally liable to pay as compensation for Damage to Third Party property, and in some circumstances, bodily injury to Third Parties.

You will choose the value that Your Vehicle is insured for by choosing to insure Your Vehicle for:

- Agreed Value; or
- Market Value or Sum Insured, whichever is the lesser.

Please ensure You choose the correct value for Your Vehicle otherwise You may be underinsured.

Optional Covers available under Part A

The Policy offers the following Optional Covers under Part A. Optional Covers only form part of Your Policy when they are shown in Your Schedule:

- Downtime insurance cover;
- Hire costs following an Accident; and
- Personal Accident.

Please refer to 6. Optional Covers available under Part A for further details.

Benefits of Cover Available

The following is a summary of the Additional Benefits available under this Policy. Please refer to the Steadfast Client Trading Platform Commercial Motor Vehicle Insurance Policy Wording for all definitions, terms, conditions, exclusions and limitations that apply.

ADDITIONAL BENEFIT	SUMMARY OF ADDITIONAL BENEFIT	LIMIT OF ADDITIONAL BENEFIT
Additional Benefits Applicable to Part A		
Accommodation and travelling expenses	The reasonable costs of accommodation or travel to complete a journey or return to point of departure.	Up to a maximum of \$3,000 per Event.
Automatic trailer cover	Cover for two wheeled or box trailer owned by You while attached to Your Vehicle or detached from Your Vehicle when at Your Business premises or Your usual home.	Up to a maximum of the Market Value of the trailer or \$2,500, whichever is less.
Cover for interested parties	Cover to any party who has an insurable interest in any of Your Vehicle(s) by way of mortgage, lease, hire purchase or any other encumbrance over Your Vehicle(s).	
Emergency car hire	Cover for a hire Motor Vehicle when Your Vehicle is damaged by fire or theft.	Up to a maximum of \$5,000 per Accident / per Motor Vehicle.
Emergency expenses	The reasonable cost of repairs and towing to effect immediate temporary repairs or to expedite permanent repairs to Your Vehicle.	Up to a maximum of \$3,000 per Event.
Employees' Motor Vehicles	Cover for employees Motor Vehicles while used in connection with Your Business.	Up to a maximum of \$50,000 per Event.
Family expenses when driver hospitalised	The reasonable cost of transport and accommodation for the Family of a driver injured more than 100km from the place of usual garaging of Your Vehicle.	Up to a maximum of \$3,000 in total in any one Period of Insurance.
Faultless no claim discount	No effect on no claim discount when We agree You are not at fault in a collision and We are able to recover the amount paid under this Policy from the at fault party.	
Finance payout	Cover for the difference between the termination payment of any lease or finance agreement and the amount We pay You for a Total Loss.	Up to a maximum of 25% of the Agreed Value or 25% of the Sum Insured or Market Value, whichever is the lesser, per Event.
Funeral Expenses	Cover for funeral expenses if Your driver suffers a fatal injury.	Up to a maximum of \$25,000 per Accident.
Gates, chains and tarpaulins	Cover for Damage to gates, chains, tarpaulins and like items when they are in or attached to Your Vehicle.	Up to a maximum of \$5,000 or the amount We have agreed to pay You for Damage to Your Vehicle, whichever is the lesser.

ADDITIONAL BENEFIT	SUMMARY OF ADDITIONAL BENEFIT	LIMIT OF ADDITIONAL BENEFIT
Goods in transit	Cover for Your goods or Third Party goods arising from Accidental Damage to Your Vehicle.	Up to a maximum of \$5,000 per Event.
Marine contribution	Your contribution for general average charges when Your Vehicle is being transported by sea between places within Australia or New Zealand.	
Mobile Plant Dry Hire	Cover for Your Mobile Plant while on Dry Hire.	
Modification	Cover for modifications to Your Vehicle or Your driver's private Motor Vehicle necessitated by the permanent disability of Your Driver.	Up to a maximum of \$10,000 per Event.
Personal Property	Cover for damage to Personal Property.	Up to a maximum of \$2,000 for the Period of Insurance.
Re-delivery following theft	Reasonable costs of returning Your Vehicle to Your usual place of garaging when Your Vehicle has been recovered following its theft.	Up to a maximum of \$25,000 per Event.
Re-keying and re-coding	Cover for the cost of replacing key ignition barrels and locks and keys when keys are lost or You suspect they have been duplicated.	Up to a maximum of \$5,000 for each of Your Vehicles and \$10,000 per Event.
Redelivery expenses	Reasonable costs of returning Your Vehicle to Your usual place of garaging following repairs.	Up to a maximum of \$25,000 per Event.
Replacement Motor Vehicle	New Vehicle replacement when Your Vehicle is less than 4 years old and is declared a Total Loss.	
Retrieval costs	Necessarily incurred costs of recovery and/or retrieval of Your Vehicle when it becomes unintentionally immobilised.	Up to a maximum of \$25,000 for the Period of Insurance.
Signwriting	Reasonable replacement cost of signwriting or artwork affixed to Your Vehicle.	Up to a maximum of \$5,000 or the amount We have agreed to pay You for Damage to Your Vehicle, whichever is the lesser, per Event.
Towing	Cover for costs to protect, remove and tow Your Vehicle.	
Tyre replacement	New tyre replacement when a tyre is damaged as a direct result of Damage to Your Vehicle.	
Unspecified accessories	Cover for Non-standard Accessories, Attachments or Modifications not listed in the Schedule.	Up to a maximum of \$5,000 or the amount We have agreed to pay You for Damage to Your Vehicle, whichever is the lesser, per Event.
Windscreen claims	No Excess will apply where the only Damage is breakage of the windscreen or window glass and consequent scratching to body work.	
Additional Benefits Applicable to Part B		
Cost of cleaning	Your liability for clean-up costs arising from the release or escape of Pollutants.	Up to a maximum of \$1,000,000 per Event.
Defence costs	Cover for legal costs and expenses incurred in the settlement or defence of claims for compensation.	Up to the maximum amount payable under Part B.
Difference in excess/hired-in or rental Motor Vehicles	Cover for the difference between the Basic Excess and any excess for a hired in or rented Motor Vehicle.	Up to the maximum amount payable under Part B.
Employer or principal	Cover for the liability of Your employer, principal or partner or the Commonwealth, State or Local Government arising from an Accident when Your Vehicle is used on their behalf.	Up to the maximum amount payable under Part B.

ADDITIONAL BENEFIT	SUMMARY OF ADDITIONAL BENEFIT	LIMIT OF ADDITIONAL BENEFIT
Falling goods	Your liability for Damage to Third Party property caused by goods falling from Your Vehicle.	Up to the maximum amount payable under Part B.
First aid costs	Cover for expenses incurred to provide first aid (other than any medical expenses which we are prevented from paying by any law) as the result of an Accident arising from the use of Your Vehicle.	Up to a maximum of \$2,500 per Event.
Legal costs	Cover for legal costs and expenses incurred for representation at any formal legal enquiry or at any Coroner's inquest or in defence of claims for compensation arising from the use of a Motor Vehicle not owned by You.	Up to a maximum of \$10,000 per Event.
Movement of other Motor Vehicles	Your liability for Damage to Third Party property resulting from You lawfully moving a Motor Vehicle or trailer.	Up to the maximum amount payable under Part B.
Non-owned Motor Vehicle liability	Your liability for Damage to Third Party property resulting from Your use of a Motor Vehicle (similar to Your Vehicle) not owned by You in connection with Your Business.	Up to the maximum amount payable under Part B.
Non-owned trailer liability	Your liability for Damage to a trailer not owned by You when it is being towed by Your Vehicle.	Up to a maximum of \$75,000 per Event.
Substitute Vehicle	Your liability for Damage to Third Party property resulting from Your use of a Substitute Vehicle in connection with Your Business.	Up to the maximum amount payable under Part B.
Supplementary bodily injury	Your liability for bodily injury of a third party resulting from an Accident caused by or arising out of the use of Your Vehicle.	Up to the maximum amount payable under Part B.
Towing disabled Motor Vehicles	Your liability for Damage to Third Party property resulting from Your Vehicle towing a disabled Motor Vehicle.	Up to the maximum amount payable under Part B.
Trailers and Caravans	Your liability for Damage to Third Party property resulting from Your Vehicle towing a trailer or caravan.	Up to the maximum amount payable under Part B.
Uninsured motorists	Cover for Your Vehicle caused in an Accident with an uninsured driver.	Up to a maximum of \$10,000 per Event.
Additional Benefits Applicable to Part A and Part B		
Acquired companies	Hold cover for 30 days for Motor Vehicles of any subsidiary company or firm or business purchased, formed or acquired by You if You advise Us within 14 days.	
Automatic additions	Cover for Damage or Liability for Motor Vehicle(s), Attachment(s), Caravans or Trailers or Mobile Plant of a similar type to Your Vehicles which You acquire or hire during the Period of Insurance provided You notify Us within 60 days.	Up to a maximum of \$300,000 for each newly acquired or hired Motor Vehicle, Attachment, Caravan or Trailer or Mobile Plant, unless We have otherwise agreed in writing.
No claim discount benefit	If You do not have any claims during the Period of Insurance, We apply a discount off Your next year's renewal premium.	
Fire Brigade & Emergency Services cover	Cover for charges imposed on You by the Fire Brigade, Police or any Government Emergency Services following an Accident involving Your Vehicle.	Up to a maximum of \$25,000 per Accident.

ADDITIONAL BENEFIT	SUMMARY OF ADDITIONAL BENEFIT	LIMIT OF ADDITIONAL BENEFIT
LPG conversion	Cover for Your Vehicles which have been modified to operate on liquefied petroleum gas.	
Removal of debris	Cover for reasonable costs necessarily incurred for the clean-up and removal of Your Vehicle's debris or Your Vehicles load that has fallen or leaked from Your Vehicle as the result of an Accident.	Up to a maximum of \$50,000 per Event.

Steadfast Client Trading Platform Commercial Motor Vehicle Insurance Policy Wording

Subject to the terms and conditions contained in this Policy, and after You have paid or agreed to pay Us Your premium, We will insure You against loss or Damage or any liability incurred as described, occurring within Australia during the Period of Insurance.

1. Words with special meaning

Some words have special meaning when they appear in this Policy. These words and the meanings are listed below:

Accident

means an unforeseen or unintended happening.

Accidental Damage

means sudden physical loss, Damage or destruction to Your Vehicle caused by an Accident.

Act of Terrorism

means 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 or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons;
- involves damage to property;
- endangers life other than that of the person committing the action;
- creates a risk to the health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.

Agreed Value

means the amount specified as the Agreed Value, exclusive of GST, in the Schedule. This amount includes Standard Accessories and any Non- Standard Accessories, Attachments and Modifications specified in the Schedule.

Aircraft

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

Aviation Works

means any of the following work:

- the refueling of Aircraft; or
- 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
- the installation, alteration, repair or maintenance of lighting, power supply, drainage, sanitation, water supply, gas supply, fire protection, security and communications systems in any of the airport areas; or

- any operation on any of the airport areas involving site clearance, earthmoving, excavation, tunneling, boring, laying of foundations, erection or dismantling of scaffolding, site restoration, landscaping and the provision of roadways and other access works.

Attachment

means an item of machinery that:

- is shown in Your Schedule; and
- is permanently attached to Your Vehicle.

Business

means the business of the Insured as shown in Your Schedule.

Caravan or Trailer

means the registered Caravan or Trailer shown on Your Schedule.

Caravan or Trailer also includes:

- the permanent fixtures, fittings, furniture, furnishings and bottled gas equipment contained in or on Your Caravan or Trailer which are sold with it; or
- an annex or canvas awning which is securely attached to Your Caravan or Trailer at the time of any Damage.

Damage

means:

- sudden and unexpected physical loss, damage or destruction (including by Malicious Damage) that occurs at an identifiable time and place, but excludes breaking, distortion, seizing, failure or breakdown of a part of a vehicle caused by a defect of any part of that vehicle; or
- permanent loss by theft.

Dangerous Goods

means dangerous goods as defined in either the current Australian Code for the Transport of Dangerous Goods by Road or Rail or the current Australian Code for the Transport of Explosives by Road or Rail.

Dry Hire

means the hiring out of Mobile Plant without a driver or operator.

Event

means an Accident or series of Accidents with the same original source or cause. All Accidents of a series consequent upon or attributable to one source or original cause shall be deemed to be one Event.

Excess

means:

- Basic Excess

This is the first amount of each claim which You must pay when You make a claim under this Policy, unless We state that an Excess does not apply. We will pay for amounts above any Excess amounts to be met by You. The amount of the Basic Excess is shown in Your Schedule. The Basic Excess will apply separately to each of Your Vehicles for each claim on that Vehicle.

Where a Caravan or Trailer is attached to a Motor Vehicle or Mobile Plant, and that Motor Vehicle, Mobile Plant and Caravan or Trailer (all of which are covered separately under this Policy) are Damaged in the same Accident, You will pay the applicable Basic Excess in respect of each of Your Vehicle(s) insured as follows:

Part A – Own Damage:

- where either the Motor Vehicle, Mobile Plant, Caravan or Trailer has been Damaged, You will pay the Basic Excess as shown in Your Schedule for that Motor Vehicle, Mobile Plant, Caravan or Trailer;
- where the Motor Vehicle and/or Mobile Plant, and the Caravan or Trailer has been Damaged, You will pay the applicable Basic Excess in respect of each Motor Vehicle, Mobile Plant, Caravan and Trailer insured.

In the event that the Motor Vehicle or Mobile Plant is not Damaged but the Caravan or Trailer is Damaged, then You will pay the applicable Basic Excess in respect of the Caravan or Trailer.

Part B – Third Party Liability:

– where Your liability arises as a result of Your control of Your Vehicle which is the towing vehicle, the Basic Excess applicable to Your Vehicle will apply.

- Age and inexperienced driver's excess

If at the time of loss or Damage or liability being incurred, Your Vehicle (providing Your Vehicle was not a rigid and/or articulated vehicle with a carrying capacity in excess of 10 tonnes Payload) was being driven by a person as set out below, the following Excess (in addition to the Basic Excess) per Accident shall apply:

- driver under 21 years of age: \$850;
- driver aged 21 years of age and under 25 years of age: \$750;
- driver aged 25 years of age and over, having held a license less than two years: \$750.

You will not have to pay any age or inexperienced driver Excess if You are claiming for any of the following:

- windscreen or window glass Damage only;
- Damage or loss caused by theft;
- Damage or loss caused by hail, storm or flood;
- Malicious Damage; or
- Damage to Your Vehicle while parked.

- Age and inexperienced driver's excess applying to rigid and/or articulated vehicles

If at the time of loss or Damage or liability being incurred, Your rigid and/or articulated vehicle with a carrying capacity in excess of 10 tonnes Payload, was being driven by a person as set out below, the following Excess (in addition to the Basic Excess) per Accident shall apply:

- driver under 21 years of age: \$2,500;
- driver aged 21 years of age and under 25 years of age: \$2,500;
- driver aged 25 years of age and over, having held a rigid and/or articulated vehicle license less than two years: \$2,500.

However, this Excess will not apply in the event of hail.

- Undeclared driver's excess applying to rigid and/or articulated vehicles

If, at the time of loss or Damage or liability being incurred, Your rigid and/or articulated Vehicle with a carrying capacity in excess of 10 tonnes Payload, was being driven by a person who failed to complete a driver's questionnaire in accordance with General condition 15.3 (Changes to Your insurance details - what You must tell Us), then You will pay an Excess (in addition to the Basic Excess) of \$2,500.

We may, at Our discretion, waive the additional Excess, if You submit a driver's questionnaire in respect of that driver and We determine that the driver meets Our underwriting criteria.

However, this Excess will not apply in the event of hail.

- Tipping excess

If Your Vehicle is a rigid body tipper or a tipping trailer, and at the time of loss or Damage or liability being incurred, the tipping hoist was in use and was fully or partially elevated, the Basic Excess shall be increased by 100% for each Vehicle and each claim on that Vehicle.

- Radius Limit excess

If Your Vehicle is Damaged or liability is incurred as a result of an Accident which occurs outside the Radius of Operation shown in the Schedule, then You will pay an Excess (in addition to the Basic Excess) in the amount of 100% of the Basic Excess per Vehicle.

Family

means:

- Your spouse or de facto spouse; and
- Your children or the children of Your spouse or de facto spouse, who ordinarily live with You.

A 'de facto spouse' means a person whether of the same sex or not, who ordinarily lives with You in a genuine personal and domestic relationship similar to the relationship of husband and wife.

Malicious Damage

means intentional Damage done to Your Vehicle by someone else without Your consent.

Market Value

means the value We determine as being the amount of money (exclusive of GST) it would cost to buy a vehicle of the same make, model, age and condition of Your Vehicle at the date of its Damage, but no more than the Sum Insured.

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, drilling, lifting, pumping, loading and unloading, vacuuming or other mechanical work.

Modification

means any enhancement which affects the value, safety, performance or appearance of Your Vehicle from the manufacturers specification.

Motor Vehicle

Means any type of machine intended to be propelled on wheels or self-laid tracks by means other than human or animal power but excludes rail and tram rolling stock.

Motor Vehicle does not include Mobile Plant.

Non-Standard Accessories

means accessories or equipment fitted after the manufacture of Your Vehicle or at the time of manufacture as an optional extra.

Payload

means the maximum load that Your Vehicle is designed to carry.

Period of Insurance

means the period We provide the cover under the Policy as set out on Your Schedule.

Personal Property

means personal items designed to be worn or carried, but not:

- cheques, money, credit cards or negotiable instruments; or
- firearms; or
- tools or items used in connection with a business or occupation; or
- mobile phones.

Policy

means this document and any endorsement, Supplementary Product Disclosure Statement, specification, attachment or memoranda affixed (or intended to be affixed) to it and Your Schedule.

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.

Radius of Operation

means the area inside a circle drawn with Your Vehicle's primary location as the centre and with a radius of the length shown in the Schedule.

Schedule

means the most current Policy Schedule/certificate and attachments issued to You by Us. It sets out the Policy number, the cover types selected by You and other applicable details of Your cover such as the Period of Insurance and any Excess(es) payable.

Standard Accessories

means standard accessories, tools, equipment and spare parts fitted to Your Vehicle by the manufacturer of Your Vehicle.

Substitute Vehicle

means a Motor Vehicle not belonging to You and which is used by You with the consent of the owner whilst Your Vehicle is undergoing repairs or service.

Sum Insured

means the Sum Insured, exclusive of GST, stated in Your Schedule, or in other documents forming part of Your Policy, against each of Your Vehicles.

Third Party

means a person who is not You, or is not a person to whom cover is provided directly by this Policy.

Tool of Trade

means the use or operation of a vehicle and/or any attachment, equipment, tool or apparatus which forms part of the vehicle, but only whilst engaged in and undertaking its designed purpose of digging, scraping, shovelling, grading, boring, drilling, compacting, harvesting, ploughing, shredding, lifting, clearing, levelling, hosing, pumping, spraying, vacuuming or suction activities.

Total Loss

means Your Vehicle is stolen and not recovered within 60 days or where Your Vehicle is Damaged and We consider the cost of repairing Your Vehicle is uneconomical or greater than:

- where Your Vehicle is insured for Agreed Value, the Agreed Value; or
- the Sum Insured or Market Value, whichever is the lesser.

We, Our, or Us

means the Insurer named in the Schedule.

You or Your

means:

- those named in Your Schedule and other third parties or persons who are specifically provided with cover under the Policy;
- for the purpose of Part B – Third Party Liability only:
 - anyone using or in charge of Your Vehicle with Your consent, but excluding hirers;
 - any authorised passenger in Your Vehicle.

Your Vehicle(s)

means all Motor Vehicle(s), Mobile Plant, Caravan(s) or Trailer(s) described in the Schedule including:

- Standard Accessories; and
- Non-Standard Accessories, Attachments and Modifications that are listed in the Schedule.

For the purposes of Part B – Third Party Liability only, the definition of Your Vehicle will not include any Caravan(s) or Trailer(s).

2. Headings

Headings used in Your Policy are purely descriptive in nature and are not intended to be used for interpretative purposes.

3. Description of Cover

Under this Policy there are three types of cover available. The type of cover You have selected for each of Your Vehicle(s) is shown on Your Schedule. The types of cover which are available are:

- Option 1: Comprehensive – Own Damage and Third Party Liability – both Part A and Part B of this Policy will operate;
- Option 2: Fire, Theft and Third Party Liability only – Part A of the Policy is restricted to Damage to Your Vehicle caused by fire, explosion, lightning, theft or attempted theft, and Part B of this Policy will operate;
- Option 3: Third Party Liability only – only Part B of this Policy will operate.

4. Part A – Own Damage

4.1 What You are covered for if You choose Option 1: comprehensive

If during the Period of Insurance Your Vehicle suffers Accidental Damage, We will, at Our option:

4.1.1 replace, reinstate or repair Your Vehicle; or

4.1.2 pay You the reasonable cost to repair Your Vehicle to its condition before it was Damaged; or

4.1.3 if Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Market Value or Sum Insured, We will pay You the Market Value or the Sum Insured whichever is the lesser; or

4.1.4 If Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Agreed Value, then We will pay You the Agreed Value.

4.2 What You are covered for if You choose Option 2: fire, theft and third party liability only

If during the Period of Insurance Your Vehicle suffers Accidental Damage as a result of fire, explosion, lightning, theft or attempted theft, We will, at Our option:

4.2.1 replace, reinstate or repair Your Vehicle; or

4.2.2 pay You the reasonable cost to repair Your Vehicle to its condition before it was Damaged; or

4.2.3 if Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Market Value or Sum Insured, We will pay You the Market Value or the Sum Insured whichever is the lesser; or

4.2.4 if Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Agreed Value, then We will pay You the Agreed Value.

5. Additional Benefits applicable to Part A

We give You, subject to the terms, conditions and exclusions of the Policy, these Additional Benefits following Damage to Your Vehicle when We have accepted a claim Under Part A Own Damage and depending on the type of cover You have selected, provided that these Additional Benefits do not increase the maximum amount We will pay under Part A –Own Damage as specified in Clause 7.1 Limit per Event, unless specifically stated otherwise:

5.1 Accommodation and travelling expenses – applicable to Option 1: comprehensive cover only

If Your Vehicle is on a journey and:

5.1.1 is Damaged in an Accident and unable to be driven; or

5.1.2 is lost through theft and not found within 60 days; and

5.1.3 Your Vehicle was more than 100 km from its usual place of garaging at the time of the Accident or theft,

We will pay the reasonable costs incurred in:

5.1.4 returning Your driver and any non-paying passengers to the point of departure or, at Your option, to the driver's destination; or

5.1.5 obtaining overnight accommodation if the journey cannot be completed in the same day as the Damage occurs; or

5.1.6 hiring another Motor Vehicle of similar make and model to Your Vehicle to complete the journey or to return Your driver to where the journey first commenced,

up to a maximum of \$3,000 per Event.

5.2 Automatic trailer cover – applicable to Option 1: comprehensive cover only

We will pay for Damage to any two wheeled or box trailer which is owned by You and which is not listed in Your Schedule while it is:

5.2.1 attached to Your Vehicle; or

5.2.2 detached from Your Vehicle but within Your Business premises or the domestic land boundaries of Your usual home, as long as it was not in a common area of home units, flats and the like.

We do not pay for loss of or Damage to any property in or on the trailer. The maximum amount We will pay is the Market Value of the trailer or \$2,500, whichever is the lesser.

5.3 Cover for interested parties

We will provide cover to any party who has an insurable interest in any of Your Vehicle(s) insured by this Policy by way of mortgage, lease, hire purchase or any other encumbrance over Your Vehicle(s), but only to the extent that the party's insurable interest in Your Vehicle(s) was affected at the time of the Damage to Your Vehicle(s).

5.4 Emergency car hire – applicable to Option 1: comprehensive cover only

Where the Damage to Your Vehicle is caused by fire or theft, We will, at Our option, arrange the hire of, pay the cost of, or reimburse You for the reasonable cost of the hire of a Motor Vehicle, to a maximum amount of \$5,000 per Accident/per Motor Vehicle provided that:

5.4.1 the payment/reimbursement is limited to costs incurred by You after You have notified Us of the loss; and

5.4.2 the substitute Motor Vehicle is of a similar like and kind to that lost or Damaged; and

5.4.3 the payment/reimbursement will cease on the day Your Vehicle, if stolen, is recovered or is found but is not driveable, or the day We offer settlement to You for the Damage to Your Vehicle, whichever occurs first.

Any such rental will be arranged through Our preferred suppliers when the loss is reported. Additional charges incurred, other than the daily rental rate, are excluded.

5.5 Emergency expenses – applicable to Option 1: comprehensive cover only

If Damage to Your Vehicle occurs as the result of an Accident, We will pay to You for the following reasonable additional costs necessary to effect immediate temporary repairs or to expedite permanent repairs of the Damage to Your Vehicle:

5.5.1 the cost of emergency repairs which may be necessary to enable You to drive Your Vehicle to point of departure after it has suffered Damage;

5.5.2 the repair or replacement of Your Vehicle's windscreen and/or windows; or

5.5.3 the towing of Your Vehicle to the nearest repairer or place of safety, or to any other place already approved by Us,

up to a maximum of \$3,000 per Event.

5.6 Employees' Motor Vehicles – applicable to Option 1: comprehensive cover only

Your Policy is extended to cover loss of or Damage to, any Motor Vehicle belonging to Your employee as the result of an Accident, while such Motor Vehicle is being used in connection with Your Business.

However:

5.6.1 the maximum We will pay for Damage to Your employee's Motor Vehicle, is \$50,000 for any one Event; and

5.6.2 as far as allowed by law, this Additional Benefit will only apply in excess of any amount for which Your employee is otherwise insured.

5.7 Family expenses when driver hospitalised – applicable to Option 1: comprehensive cover only

Where the driver of Your Vehicle sustains personal injury requiring hospitalisation as a result of an Accident covered by this Policy and Your Vehicle was more than 100km from its usual place of garaging at the time of the Accident, We agree to pay for the reasonable cost of transport and accommodation (within Australia only) incurred by the injured driver's Family member to get to the hospital. The maximum amount We will pay under this Additional Benefit is \$3,000 in total in any one Period of Insurance.

5.8 Faultless no claim discount – applicable to Option 1: comprehensive cover only

If Your Vehicle has been involved in a collision with another vehicle and:

5.8.1 You can satisfy Us and We agree that the collision was totally the fault of the driver of another vehicle; and

5.8.2 You tell Us the registration number of the other vehicle and the full name, license number and address of the other driver; and

5.8.3 We can recover from a third party any amount paid under this Policy in relation to the collision (including any Excess);

then if You renew this Policy, Your No Claim Discount entitlement will not be effected.

5.9 Finance payout – Total Loss of encumbered vehicles – applicable to Option 1: comprehensive cover only

If:

5.9.1 Your Vehicle is a Total Loss; and

5.9.2 Your Vehicle is the subject of a lease agreement or finance agreement; and

5.9.3 the terms of the lease agreement or finance agreement require You to make a payment (the 'termination payment') to the other party of the lease agreement or finance agreement in order to terminate that agreement; and

5.9.4 the amount of the termination payment is greater than the amount We will pay You in respect of Your Vehicle, calculated in accordance with the terms of the Policy, then We will pay You or any other party whom You direct Us to pay, the difference between the amount of the termination payment (excluding any amounts

in arrears at the time of the loss or Damage) and the amount We will pay to You in respect of Your Vehicle, calculated in accordance with the terms of this Policy.

The maximum amount We will pay under this Additional Benefit is:

- (i) 25% of the Agreed Value; or
- (ii) 25% of the Sum Insured or Market Value, whichever is the lesser.

5.10 Funeral expenses – applicable to Option 1: comprehensive cover only

Should You or Your driver suffer a fatal injury as a result of an Accident involving Your Vehicle (irrespective of whether or not death occurs at the time of the Accident), We will pay up to a maximum amount of \$25,000 per Accident for expenses associated with the funeral, for transportation of the body of the deceased person and for travel by any member of the deceased person's Family for the purpose of attending the funeral.

5.11 Gates, chains and tarpaulins – applicable to Option 1: comprehensive cover and Option 2: third party fire and theft

5.11.1 When chains, chain dogs, tarpaulins, curtains, straps, ropes, binders, pogo sticks, ramps, fences and gates and the like items form part of Your Vehicle and are in or on or attached to Your Vehicle, the maximum amount We will pay for Damage to those items, per Event, is:

5.11.2 \$5,000; or

5.11.3 the maximum amount We have agreed to pay You for Damage to Your Vehicle in accordance with the terms of the Policy,

whichever is the lesser.

However, this is on the basis that any amount payable under this Additional Benefit will be included in calculating the maximum amount We will pay You for Damage to Your Vehicle in accordance with Clause 4 Part A - Own Damage.

5.12 Goods in transit – applicable to Option 1: comprehensive cover only

We will pay for loss, destruction or damage to Your goods or the goods of a Third Party whilst being carried or in Your Vehicle, provided such loss, damage or destruction is caused by or arising from Accidental Damage and Your Vehicle has a carrying capacity not exceeding 5 tonnes. The maximum We will pay under this Additional Benefit is of \$5,000 per Event subject to an additional \$250 Excess per Event.

As far as is allowed by law, this benefit will only apply to loss, destruction or damage to Your goods or the goods of a Third Party if they are not covered by any other contract of insurance or for loss, destruction or damage which is in excess of any benefit available under any other contract of insurance.

5.13 Marine contribution – applicable to Option 1: comprehensive cover only

If Your Vehicle is being transported by sea between places within Australia or New Zealand during the Period of Insurance, We will pay Your contribution for General Average charges where such maritime conditions apply. For the purposes of this Additional Benefit, General Average means when goods or cargo are thrown overboard or other steps are taken to safeguard the vessel and the remaining property on the vessel and all cargo owners share the expenses or salvage costs incurred by a ship owner in preserving the vessel and cargo including claims costs incurred by cargo owners.

5.14 Mobile Plant Dry Hire – applicable to Option 1: comprehensive cover only

We will extend cover on insured Mobile Plant during Dry Hire provided that:

5.14.1 You have an executed contract for hire agreement in place containing a provision that the hirer will be responsible for loss or Damage; or

5.14.2 The hire agreement is not subject to any damage waiver, or conditions restricting Our rights of subrogation.

5.15 Modification – applicable to Option 1: comprehensive cover only

Should You or Your driver suffer personal injury as a result of an Accident involving Your Vehicle and such injury renders You or Your driver with a permanent disability that necessitates modifications to Your Vehicle or Your driver's private Motor Vehicle, We will pay for the costs necessary to modify Your Vehicle or Your driver's private Motor Vehicle up to \$10,000 per Event.

5.16 Personal Property – applicable to Option 1: comprehensive cover only

We will pay for loss, destruction or damage to Personal Property not specifically insured belonging to the custodian of Your Vehicle when:

- 5.16.1 such loss, damage or destruction is caused an Accident involving Your Vehicle; or
- 5.16.2 the Personal Property is stolen from Your Vehicle if locked; or
- 5.16.3 the Personal Property is stolen at the same time as Your Vehicle.

Any payment under this Additional Benefit will be subject to due allowance for depreciation, age and wear and tear. The maximum We will pay under the Additional Benefit in total for the Period of Insurance is \$2,000.

5.17 Re-delivery following theft – applicable to Option 1: comprehensive cover and Option 2: third party fire and theft

If Your Vehicle suffers no loss or Damage following theft, We will pay You the reasonable cost of returning Your Vehicle to Your usual place of garaging when Your Vehicle has been recovered following its theft, up to a maximum amount of \$25,000 per Event.

5.18 Re-keying and re-coding – applicable to Option 1: comprehensive cover only

If the keys to Your Vehicle are lost, stolen, destroyed or damaged, or if there are reasonable grounds to believe that the keys may have been duplicated, We will reimburse the costs of replacing the key ignition barrel and all locks and keys, if required, up to a maximum amount of \$5,000 for each of Your Vehicles and \$10,000 per Event.

Nil Excess will apply if no other loss or Damage has occurred to Your Vehicle.

5.19 Redelivery expenses – applicable to Option 1: comprehensive cover and Option 2: third party fire and theft

If Your Vehicle suffers loss or Damage, We will pay the reasonable costs necessarily incurred to deliver Your Vehicle to You at Your usual place of garaging after its repair up to a maximum amount of \$25,000 per Event.

5.20 Replacement Motor Vehicle – applicable to Option 1: comprehensive cover only

If Your Vehicle becomes a Total Loss within the period applicable to that Vehicle specified in either 5.20.1 or 5.20.2 below, then, at Your election and as provided for in 5.20.1 or 5.20.2 below, We will replace Your Vehicle with a new one of the same make, model or series (or as provided for in 5.20.1 or 5.20.2 below) or pay the equivalent cash amount of such replacement:

5.20.1 Sedans, station wagons, 4WDs, utilities or other goods carrying vehicles

- (i) Vehicles less than two years old

If Your Vehicle is:

- a sedan, station wagon, 4WD, utility or other goods carrying vehicle with a Payload carrying capacity no greater than 10 tonnes or a prime mover including trailer or rigid body truck; and
- is less than two years old from the date of its first registration after new manufacture, at the time it first suffers loss or Damage,

We will replace Your Vehicle with a new vehicle of the same make, model and series (or if unavailable, a vehicle of similar make and model) and shall include registration fees, delivery charges and stamp duty, subject to Clause 5.20.1(iii) below

- (ii) Vehicles from two to less than four years old

If Your Vehicle is a sedan, station wagon, 4WD, utility or other goods carrying vehicle:

- two or more years old and less than four years old, from the date of its first registration after new manufacture and has travelled no more than 100,000 kilometres at the time it first suffers loss or Damage; and
- with a Payload carrying capacity no greater than 2 tonnes,

We will replace Your Vehicle with a new vehicle of the same make, model and series (or if unavailable, a vehicle of similar make and model) and shall include registration fees, delivery charges and stamp duty, subject to Clause 5.20.1(iii) below.

To qualify for this Additional Benefit 5.20.1 (ii) You must have insured Your Vehicle with Us within two years of the date of its first registration and You must have maintained that insurance with Us continuously from that time until the time of the loss or Damage.

(iii) Deleted/superseded/run-out/demonstration models

In the event that:

- Your Vehicle's model has been deleted from a manufacturer's range;
- Your Vehicle's model is superseded by a vehicle that is in Our opinion significantly different to Your Vehicle; or
- Your Vehicle was bought as an end of series run-out or demonstration model,

then under 5.20.1 (i) or (ii) above, We may at Our option pay only the amount of the actual purchase price which You paid for Your Vehicle, including any registration fees, delivery charges and stamp duty, if these items were included in the purchase price.

5.20.2 Other vehicles

If Your Vehicle is a Vehicle not referred to in 5.20.1 (i) or (ii) above, including but not limited to an Attachment, Mobile Plant, Caravan or Trailer, tanker, vacuum or sweeping application vehicle, garbage compactor, concrete agitator, concrete pumping truck or trailer, or any other specialised rigid body type vehicle, within one year of the date of Your Vehicle's first registration after new manufacture or, if not registerable or unregistered, within one year of the date of first purchase after new manufacture, We will assist You in replacing it with a new vehicle of the same make, model and series (or if unavailable, a vehicle of similar make and model) by paying You up to:

- (i) the replacement cost including any registration fees, delivery charges and stamp duty;
- (ii) the amount You have specified as the Sum Insured plus 20% of the Sum Insured; or
- (iii) the current Market Value plus 20% of the current Market Value, where You have not specified a Sum Insured,

whichever is the least.

However, the maximum amount We will pay under this Additional Benefit will not exceed \$1,000,000 for any one Motor Vehicle, Attachment, Mobile Plant and/or Caravan or Trailer.

5.21 Retrieval costs – applicable to Option 1: comprehensive cover only

In the event of Your Vehicle becoming unintentionally immobilised in any situation, other than as a result of mechanical, electrical, electronic failure, impact or Accident related Damage, We will pay You for the necessarily incurred costs of recovery and/or retrieval of Your Vehicle.

However:

5.21.1 Our liability in respect of such cost will not exceed \$25,000 during the Period of Insurance;

5.21.2 where You provide Your own equipment, for the purpose of recovery, settlement shall be at cost, without allowance for profit.

Nil Excess will apply if no other loss or Damage has occurred to Your Vehicle.

5.22 Signwriting – applicable to Option 1: comprehensive cover only

We will pay for the reasonable replacement cost of any signwriting or artwork (including advertising signs) affixed to Your Vehicle at the time of loss or Damage. The maximum We will pay for Damage to any signwriting, per Event, is:

5.22.1 \$5,000; or

5.22.2 the maximum amount We have agreed to pay You for Damage to Your Vehicle in accordance with the terms of the Policy,

whichever is the lesser.

However, this is on the basis that any amount payable under this sub-clause will be included in calculating the maximum amount We will pay You for Damage to Your Vehicle in accordance with the terms of the Policy.

5.23 Towing – applicable to Option 1: comprehensive cover only

Following Damage to Your Vehicle, We will pay the reasonable cost of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place which We agree to.

5.24 Tyre replacement – applicable to Option 1: comprehensive cover only

If a tyre is damaged as a direct result of Damage to Your Vehicle, We will pay the cost to replace the damaged tyre with a new tyre of similar make and specification, provided that the damaged tyre's remaining tread conformed with legal requirements at the time of Damage to Your Vehicle and it was not a recapped or retreaded tyre.

5.25 Unspecified accessories – applicable to Option 1: comprehensive cover and Option 2: third party fire and theft cover

We will pay for Damage to Non-Standard Accessories, Attachments or Modifications (excluding mobile phones except for those components that are fixed to Your Vehicle) that are not specified as Non-Standard Accessories, Attachments or Modifications in the Schedule.

The maximum amount We will pay for Damage to Non-Standard Accessories, Attachments and Modifications, per Event, is:

5.25.1 \$5,000; or

5.25.2 the maximum amount We have agreed to pay You for Damage to Your Vehicle in accordance with the terms of the Policy,

whichever is the lesser.

However, this is on the basis that any amount payable under this Additional Benefit will be:

5.25.3 included in calculating the maximum amount We will pay You for Damage to Your Vehicle in accordance with Clause 4 Part A - Own Damage; and

5.25.4 subject to evidence of the Non-Standard Accessory, Modification or Attachment and their value and due allowance for depreciation, age and wear and tear.

This Additional Benefit does not apply to items described in Additional Benefit applicable to Part A, 5.11 Gates, chains and tarpaulins.

5.26 Windscreen claims – applicable to Option 1: comprehensive cover only

In the event the only Damage to Your Vehicle is the breakage of the windscreen or window glass of Your Vehicle and consequent scratching to body work, We will not apply any Excess or prejudice Your premium rating.

6. Optional Covers available under Part A

The following Optional Covers form part of Your Policy only when they are shown in Your Schedule with 'Yes'. Optional Covers are subject to all terms conditions and exclusions of the Policy.

6.1 Downtime insurance cover

6.1.1 Words with special meaning

Some words have special meaning when they appear in this Optional Cover. These words and the meanings are listed below:

Daily Indemnity Rate

means the rate shown on the Schedule.

Deferment Period

means the period of time set out in the Schedule either:

- after the receipt by Us of the notification of the Accident causing Damage to Your Vehicle; or
- if You request that Your Vehicle be transported interstate for repairs, after the date Your Vehicle arrives at the place where it will ultimately be repaired.

Indemnity Period

means the period commencing immediately after completion of the Deferment Period, but not exceeding the number of days shown in the Schedule as the Indemnity Period.

Limit of Indemnity

means the amount shown in the Schedule as the Limit of Indemnity.

6.1.2 Description of cover

If You pay Us the premium We will extend this Policy by providing You with a Daily Indemnity Rate which will cover You for loss suffered within the Indemnity Period resulting directly from loss of or Damage to Your Vehicle provided that liability in respect of such Damage is admitted under the Policy and subject to the conditions and exclusions of this cover.

6.1.3 What We pay

We will pay at Our option:

- (i) the Daily Indemnity Rate during the Indemnity Period provided that the Daily Indemnity Rate multiplied by the number of days loss of vehicle use does not exceed the Limit of Indemnity; and
- (ii) all reasonable and necessary costs (to an amount not exceeding \$500) incurred to reduce or prevent the loss that would otherwise be payable under 6.1.3(i) above provided that this amount when added to the amount referred to in 6.1.3(i) above does not exceed the Limit of Indemnity; or
- (iii) the reasonable cost of hiring a replacement for Your Vehicle (or part thereof) provided that the daily hire cost does not exceed the Daily Indemnity Rate and further provided that the daily hire cost multiplied by the number of days loss of vehicle use does not exceed the Limit of Indemnity;

until such time as the repairer states that repairs have been completed and that Your Vehicle has been repaired to its former state of roadworthiness.

6.1.4 Exclusions

We will not pay:

- (i) for loss after the repairer states that repairs have been completed and that Your Vehicle has been repaired to its former state of roadworthiness;
- (ii) for loss after We have declared that Your Vehicle cannot be economically repaired and agreed to treat any claim as being one of constructive Total Loss;
- (iii) for loss attributable to any overhauls, inspections, or modifications performed on Your Vehicle whether carried out in conjunction with the repairs to Your Vehicle or not;
- (iv) for any fines, penalties or loss resulting from breach of contract;
- (v) for loss not as a result of or attributable to the Damage to Your Vehicle;
- (vi) for any loss for a period greater than fifteen (15) days after the Deferment Period in the event that Your Vehicle is stolen and not recovered (provided that if Your Vehicle is recovered after such fifteen (15) day period has elapsed, We will reimburse You);
- (vii) for loss attributable to time delays caused by or resulting from any changes in legislation or regulation or measure or restriction imposed by any government or public authority;
- (viii) for loss attributable to any business of Yours being wound up or carried on by a liquidator or receiver or otherwise being permanently discontinued;
- (ix) in any other case a Daily Indemnity Rate greater than the Daily Indemnity Rate specified in Your Schedule and in respect of any one Event an amount greater than the Limit of Indemnity;
- (x) for any loss which falls within the Deferment Period;
- (xi) if loss or Damage to Your Vehicle occurred while Your Vehicle was hired out without Your driver;
- (xii) if loss or Damage to Your Vehicle occurred while Your Vehicle was in the possession of another party for the purpose of sale or rental;
- (xiii) for any loss where the claim for loss or Damage to Your Vehicle does not exceed the Policy Excess.

6.1.5 Claims

In the event of a claim, You must:

- (i) use diligence to permit all things to be done which may be reasonably practicable to assist with the repairs to Your Vehicle and minimise the loss; and
- (ii) furnish to Us all information and evidence which We may reasonably require to assess the loss.

6.2 Hire costs following an Accident

Where Your Vehicle suffers Damage as a result of an Accident and liability in respect of such Damage is admitted under the Policy and You are unable to use Your Vehicle, We will pay the reasonable cost of hiring a replacement Motor Vehicle of a similar type to Your Vehicle that has suffered Damage. The most We will pay is \$100 per day up to a maximum of \$3,000 per Event. Cover will cease after 30 days or when Your Vehicle is returned to You in its pre Accident condition or when We pay You for a Total Loss, whichever occurs first.

6.3 Personal Accident

6.3.1 Words with special meaning

Some words have special meaning when they appear in this Optional Cover. These words and the meanings are listed below:

Bodily Injury

means a bodily injury resulting solely from an Accident and which occurs independently of any illness or other cause, where the bodily injury and Accident both occur during the Period of Insurance and while a person is driving Your Vehicle.

Event(s)

means the Event(s) described in the Table of Events set out in the Policy.

6.3.2 The Cover

Where a driver of Your Vehicle suffers from an Event described in Table of Events that:

- is as result of a Bodily Injury; and
- occurs within twelve (12) months of the Bodily Injury,

We will pay the corresponding benefit amount for that Event set out in the Table of Events below.

Benefits will only be payable if:

- (i) the driver was driving Your Vehicle with Your consent and was licensed to drive Your Vehicle;
- (ii) the driver was not under the influence of alcohol or any narcotic, depressant, stimulant or hallucinogenic drug;
- (iii) a claim for Accidental Damage to Your Vehicle has been accepted under this Policy; and
- (iv) the driver is not entitled to any benefits under any compulsory statutory insurance scheme or accident compensation scheme or would have been so entitled if:
 - (a) it were not for the application of any excess or deductible applying under the scheme, or
 - (b) compensation under the scheme had not been refused because You did not register Your Vehicle or apply for cover under the scheme.

TABLE OF EVENTS	
Event	Benefit
Permanent Quadriplegia	\$100,000
Permanent Paraplegia	\$100,000
Permanent loss of entire sight in both eyes	\$50,000
Permanent loss of entire sight in one eye	\$25,000
Loss of one hand or foot	\$50,000

Where the driver is permanently left with more than one Event as above We will pay only one of the benefit amounts mentioned in the Table of Events above. In such circumstances the highest single benefit will be paid.

The establishment of a permanent injury will be solely determined by Our medical specialist.

We will not pay any claim under this Optional Cover until the injury is stabilised, or Our medical specialist has confirmed that in their opinion, the injury is of a permanent nature and the injury will not be likely to significantly improve.

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

7. Limitations of Cover applicable to Part A

7.1 Limit per Event

The maximum amount We will pay for all claims arising from any one Event is \$10,000,000.

7.2 Mobile cranes, mobile drilling rigs and mobile piling rigs

Where 'Mobile Cranes or Mobile Drilling Rig or Mobile Piling Rig' is shown in Your Schedule under Vehicle Class, and loss or Damage occurs to the mobile crane, mobile drilling rig or mobile piling rig, then We will not indemnify You against any loss or Damage or liability caused directly or indirectly by, arising from or in connection with the:

7.2.1 deliberate or reckless overloading of Your Vehicle;

7.2.2 deliberately or recklessly incorrect loading of Your Vehicle;

7.2.3 failure of:

- (i) You;
- (ii) a director or partner of Yours or an employee; or
- (iii) a person engaged in the operation of Your Vehicle,

to knowingly not service, maintain, use or operate Your Vehicle strictly in compliance with systems and procedures imposed or recommended by law, Australian Standards, industry standards or manufacturers' or distributors' recommendations or guidelines;

7.2.4 operation of Your Vehicle while its load-measuring instruments or limiters are known or suspected to be defective, inoperative or turned off by:

- (i) You;
- (ii) a director or partner of Yours or an employee; or
- (iii) person engaged in the operation of Your Vehicle;

7.2.5 acts or omissions of:

- (i) You;
- (ii) a director or partner of Yours or an employee; or
- (iii) a person engaged in the operation of Your Vehicle,

with the intention of causing, or with reckless disregard of the risk of causing, injury, or loss or damage to person or property;

7.2.6 tests or experiments imposing abnormal operating conditions on Your Vehicle;

7.2.7 scratching or chipping of painted or polished surfaces;

7.2.8 corrosion, rusting, erosion, gradual deterioration, wear and tear, defect of any type, fatigue, lack of lubricant, lack of coolant, incorrect lubricant, incorrect coolant or electrical failure, unless You prove that prior to the loss or Damage:

- (i) neither You nor any employee nor any person engaged in the operation of Your Vehicle was aware of such corrosion, etc.; and
- (ii) a casual inspection of Your Vehicle would not have revealed such corrosion, etc.;

7.2.9 drill pipes, collars, rock bits, reamers, stabilisers, core barrels, lugging equipment, casing and tools of all kinds occurring while below the rotary table, whilst performing horizontal and/or vertical drilling/boring activities; or

7.2.10 Your Vehicle while being used for oil, gas or geothermal drilling or in connection with existing oil, gas or geothermal wells.

8. Exclusions applicable to Part A

We will not cover:

8.1 Loss of use

any consequential loss, inconvenience or other detriment of any kind, resulting from loss or Damage to Your Vehicle

8.2 Tyres

loss or Damage to tyres or wheel rims caused by braking, road punctures, cuts or bursts unless caused by an Accident and liability for such Accident has been accepted by Us under Part A.

8.3 Wear and tear and breakdown

loss or Damage caused by wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance. However, We will cover loss or Damage to Your Vehicle, if an Accident occurs as a result of a cause listed above.

8.4 Obsolete parts

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

8.5 Safeguarding Your Vehicle

loss or Damage due to failure to secure Your Vehicle after it has broken down or been damaged.

8.6 Storage of Your Vehicle

storage costs for any period after Your claim is settled.

8.7 Theft by hirer

theft or attempted theft of Your Vehicle by a hirer.

9. Part B – Third Party Liability

We will cover You for amounts You are held legally liable to pay as compensation for Damage to Third Party property resulting from an Accident occurring during the Period of Insurance which is caused by or arising out of the use of Your Vehicle.

We will also cover You for amounts You are held legally liable to pay as compensation for Damage to Third Party property if Your Vehicle is being used for or is attached to or is towing a Motor Vehicle, Attachment and/or trailer which is used for, the commercial transport of Dangerous Goods or any other substances which form explosive mixtures with organic or other readily oxidisable materials, provided the transportation of Dangerous Goods complies with the current Australian Code for the Transport of Dangerous Goods by Road or Rail, the current Australian Code for the Transport of Explosives by Road or Rail and the current or any amendment thereof and any other relevant code, regulatory or legislative requirements for the transport of Dangerous Goods.

The maximum We will pay under Part B – Third Party Liability is \$30,000,000 inclusive of defence costs, for all claims arising from any one Event, unless Your Vehicle is being used for, or is attached to or is towing a Motor Vehicle, Attachment and/or trailer which is used for, the commercial transport of Dangerous Goods or any other substances which form explosive mixtures with organic or other readily oxidisable materials, in which case the maximum We will pay inclusive of defence costs for all claims arising from any one Event is \$1,000,000 or any greater amount shown in the Schedule.

10. Additional Benefits applicable to Part B

We give You, subject to the terms, conditions and exclusions of the Policy, these Additional Benefits when We have accepted a claim under Part B – Third Party Liability, provided that these Additional Benefits do not increase the maximum amount We will pay under Part B – Third Party Liability as specified in Clause 9 above, unless specifically stated otherwise.

10.1 Cost of cleaning

We will pay the amount which You are held legally liable to pay to clean up or pay cleanup costs following an Accident which causes the release or escape of Pollutants. We will not pay more than \$1,000,000 under this Additional Benefit in respect of any one Event.

10.2 Defence costs

We will pay the legal costs and expenses incurred by You with Our written consent in the settlement or defence of claims for compensation resulting from an Accident occurring during the Period of Insurance which is caused by or arising out of the use of Your Vehicle.

10.3 Difference in excess/hired-in or rental Motor Vehicles

Where You hire in or rent a Motor Vehicle of a similar type to Your Vehicle in connection with Your Business and the hire agreement deems the owner of the Motor Vehicle responsible for insurance, We will pay You any difference between the Basic Excess in Your Policy and the excess under the insurance coverage provided by the owner of the Motor Vehicle.

10.4 Employer or principal

We will pay the amount which:

10.4.1 Your employer, principal or partner; or

10.4.2 the Commonwealth, State or Local Government,

becomes legally liable to pay as compensation for Damage to Third Party property resulting from an Accident occurring during the Period of Insurance which arises from the use of Your Vehicle on their behalf.

10.5 Falling goods

We will pay the amount which You are held legally liable to pay as compensation for Damage to Third Party property resulting from an Accident occurring during the Period of Insurance, caused by goods falling from Your Vehicle.

10.6 First aid costs

We will pay the expenses incurred by You, which are not covered by any statutory insurance or which We are prevented from paying by law, for first aid to others who suffer bodily injury as a result of an Accident occurring during the Period of Insurance which arises from the use of Your Vehicle. We will not pay more than \$2,500 under this Additional Benefit in respect of any one Event.

10.7 Legal costs

We will pay:

10.7.1 all reasonable legal expenses incurred with Our written consent for representation at any formal legal enquiry or at any Coroner's inquest; and

10.7.2 all reasonable legal costs and expenses in defending any claim for compensation for damage to Third Party property caused by any Motor Vehicle not owned or supplied by You while that Motor Vehicle is being used or driven by You or a person authorised by You in connection with Your Business.

We will not pay more than \$10,000 under this Additional Benefit in respect of any one Event.

10.8 Movement of other Motor Vehicles

We will pay the amount which You are held legally liable to pay as compensation for Damage to Third Party property resulting from You, during the Period of Insurance, lawfully moving any Motor Vehicle or trailer parked in a position which prevents or impedes the loading, unloading or legitimate passage of Your Vehicle.

10.9 Non-owned Motor Vehicle liability

We will pay the amount which You are held legally liable to pay as compensation for Damage to Third Party property, resulting from an Accident occurring during the Period of Insurance arising out of the use of a Motor Vehicle of a similar type to Your Vehicle, not owned by You, but being used by You, or one of Your employees, or some other person with Your consent, in connection with Your Business.

However as far as is allowed by law, this Additional Benefit will only provide cover for any amount in excess of the amount for which You are entitled to indemnity under any other insurance Policy which specifically covers the Motor Vehicle.

10.10 Non-owned trailer liability

We will pay the amount which You are held legally liable to pay for actual physical Damage to any trailer being towed by Your Vehicle resulting from an Accident occurring during the Period of Insurance, caused by or arising out of the use of Your Vehicle.

However:

10.10.1 this Additional Cover only applies if, at the time of the Accident, the trailer is being towed in the course of Your Business and the trailer is not owned, rented, hired or leased by You; and

10.10.2 the cover provided does not extend to the contents of any non-owned trailer, nor clean-up costs associated with the contents of any non-owned trailer.

We will not pay more than \$75,000 under this Additional Benefit in respect of any one Event.

10.11 Substitute Vehicle

We will pay the amount which You are held legally liable to pay as compensation for Damage to Third Party property, resulting from an Accident occurring during the Period of Insurance caused by or arising from You driving a Substitute Vehicle in connection with Your Business.

However:

- 10.11.1 as far as is allowed by law, this Additional Benefit will only provide cover for any amount in excess of the amount for which You are entitled to indemnity under any other insurance Policy which specifically covers the Substitute Vehicle; and
- 10.11.2 We will only pay if one Substitute Vehicle is being used at any one time in place of Your Vehicle.

10.12 Supplementary bodily injury (legal liability)

We will pay the amount which You are held legally liable to pay as compensation or damages for death or bodily injury to any person resulting from an Accident caused by or arising out of the use of Your Vehicle.

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

- 10.12.1 You or any person driving, using or in charge of Your Vehicle;
- 10.12.2 any person, who is an employee of Yours or who is deemed by any law to be Your employee, arising out of their employment with You.

10.13 Towing disabled Motor Vehicles

We will pay the amount You are held legally liable to pay as compensation for Damage to Third Party property resulting from an Accident occurring during the Period of Insurance whilst Your Vehicle is towing any disabled Motor Vehicle provided such disabled Motor Vehicle is not being towed for reward or financial gain.

10.14 Trailers and caravans

We will pay the amount which You are held legally liable to pay as compensation for Damage to Third Party property resulting from an Accident occurring during the Period of Insurance whilst Your Vehicle is towing any trailer or caravan.

10.15 Uninsured motorists

We will pay You up to \$10,000 per Event less any applicable Excess(es) for Damage to Your Vehicle caused in an Accident with another Motor Vehicle during the Period of Insurance if:

- 10.15.1 The driver of the other Motor Vehicle was at fault;
- 10.15.2 The other Motor Vehicle or driver was uninsured; and
- 10.15.3 You can tell Us who the other driver was and identify the other Motor Vehicle.

This cover is not applicable where You have Option 1: comprehensive cover.

11. Exclusions applicable to Part B

We will not pay, under Part B, for:

11.1 Aircraft liability

for any liability of whatsoever nature in connection with loss or Damage to any Aircraft resulting from an Accident caused by, or arising out of, the use of Your Vehicle.

11.2 Death/bodily injury

death or bodily injury:

- 11.2.1 if You or any other person entitled to cover under this Part B, has been, or is entitled to be, partially or wholly indemnified by any statutory compulsory insurance or accident compensation scheme, including any compulsory motor vehicle scheme;
- 11.2.2 if You or any other person entitled to cover under this Part B, would have been partially or wholly indemnified, but for Your failure to insure or register Your Vehicle in accordance with a requirement of any statutory compulsory insurance or accident compensation scheme, including any compulsory motor vehicle scheme;
- 11.2.3 to You or any person in charge of Your Vehicle;

- 11.2.4 (i) to any person related to You;
- (ii) to any person related to the person in charge of Your Vehicle;
- by way of birth, marriage or de facto relationship;
- 11.2.5 to any person with whom You ordinarily reside or who ordinarily resides with You;
- 11.2.6 to any employee, agent, contractor, or subcontractor employed or engaged by any person entitled to indemnity under this Policy;
- 11.2.7 to any person in or on, or getting out of, or off any bus, coach or caravan, whether registered or deemed to be registered;
- 11.2.8 arising out of, or in any way connected with a defect in Your Vehicle, or in a Motor Vehicle causing loss of control of Your Vehicle whilst it is being driven;
- 11.2.9 to any person injured by a Queensland or New South Wales registered trailer only, either whilst in tow and/or unattached;
- 11.2.10 to any person injured by a Northern Territory registered vehicle; or
- 11.2.11 where at the time of the Accident, You did not have in force a current general liability or public liability policy pertaining to Your Business operations.

11.3 Employer's liability

death of or bodily injury to any person:

- 11.3.1 caused by or arising out of the employment of the person by You;
- 11.3.2 in Your service that arises from any liability imposed by:
 - (i) any workers' compensation legislation; or
 - (ii) any industrial award, agreement or determination.

11.4 Fines, penalties, punitive damages

any fines, penalties, or aggravated, exemplary or punitive damages.

11.5 Pollution

- 11.5.1 death or bodily injury or property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water);
- 11.5.2 death or bodily injury or property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances caused by any product that has been discarded, dumped, abandoned or thrown away by others;
- 11.5.3 the cost of removing, nullifying or cleaning up Pollutants or contaminated substances; or
- 11.5.4 the cost of preventing the escape of Pollutants or contaminated substances.

This Exclusion shall not apply where the claim arises from a sudden identifiable, unintended and/or unexpected event which takes place in its entirety at a specific time and place during the Period of Insurance, subject to Additional Benefits applicable to Part B – 10.1 Cost of Cleaning.

11.6 Property in Your custody or control

- 11.6.1 Damage to property that is owned by You;
- 11.6.2 Damage to property which is Your physical or legal control; or
- 11.6.3 loss of use arising out of or from the loss or Damage to any property in Your physical or legal control.

For the purpose of this Exclusion only:

- (i) employees or visitor's Motor Vehicles whilst contained within a car park or premises;
- (ii) premises leased or rented to You; or
- (iii) any Motor Vehicle referred to in Additional Benefits applicable to Part B – 10.8 Movement of other Motor Vehicles and 10.10 Non-owned trailer liability,

are not deemed to be in Your custody or control.

11.7 Statutory liability

any liability of whatsoever nature You or other covered persons incur to pay compensation which is the subject of any compulsory motor vehicle insurance law.

11.8 Tool of Trade

any liability of whatsoever nature in connection with Your Vehicle, or any item of plant or equipment attached to Your Vehicle, being used as a Tool of Trade.

11.9 Trailers and Caravans

11.9.1 for Damage or liability of whatsoever nature caused or contributed to by more than the legally permitted number of trailers being attached to Your Vehicle;

11.9.2 for Damage to any trailer You do not own, other than as provided for by Additional Benefits applicable to Part B – 10.10 Non-owned trailer liability;

11.9.3 for Damage to any caravan that You do not own.

11.10 Unregistered vehicles

11.10.1 any liability of whatsoever nature if Your Vehicle is unregistered, however this exclusion will not apply to Your Vehicle if it is Mobile Plant that is unregistered, provided that You have complied with all statutory requirements and obtained necessary permits to use it on a public road or on public property.

11.10.2 liability of whatsoever nature if Your Vehicle is not registered or licensed in accordance with requirements of any State or Territory laws relating to the use of motor vehicles on public roads or public property.

11.11 Vibration/vehicle weight

Damage to property that is caused by:

11.11.1 vibration; or

11.11.2 the weight of Your Vehicle exceeding any lawful requirements or advisory signs.

12. Additional Benefits applicable to both Part A and Part B

We give You, subject to the terms, conditions and exclusions of the Policy, these Additional Benefits, provided that these Additional Benefits do not increase the maximum amount We will pay under Part A as specified in Clause 7.1 Limit per Event or Part B as specified in Clause 9, unless specifically stated otherwise.

12.1 Acquired companies

This Policy will provide cover, in respect of the Motor Vehicle(s) of any subsidiary company or firm or business purchased, formed or acquired by, or in Your name, during the Period of Insurance, if You hold a controlling interest in the subsidiary company, firm or business so purchased, formed or acquired, as follows:

12.1.1 if You advise Us of Your interest in the subsidiary company, firm or business within fourteen (14) days of the purchase, formation or acquisition, We will hold You covered in respect of those Motor Vehicles for a period of thirty (30) days from the date of such purchase, formation or acquisition; and

12.1.2 if, within thirty (30) days of such purchase, formation or acquisition, You also provide Us with a schedule of the additional Motor Vehicles to be insured and details of their prior claims history, We will extend the hold covered period until forty-five (45) days from the date of such purchase, formation or acquisition; and

12.1.3 if You pay the premium We assess as applicable for the hold-covered period.

No cover is provided for such Motor Vehicles beyond the hold covered period(s), unless You agree to any special terms required by Us, and pay any additional premium required by Us.

12.2 Automatic additions

We will, subject to the terms of Your Policy, pay for loss or Damage or any liability incurred by You that relates to any Motor Vehicle(s), Attachment(s), Caravans or Trailers or Mobile Plant purchased, leased or hired by You (and for which You are legally liable) during the Period of Insurance, provided that:

12.2.1 such Motor Vehicles, Attachment(s), Caravans or Trailers or Mobile Plant are of a similar type to Your Vehicles at the commencement of the Period of Insurance;

12.2.2 You notify Us in writing within 60 days of acquiring any such Motor Vehicle, Attachment, Caravan or

Trailer or Mobile Plant;

12.2.3 the Limit of Cover (which applies under Part A) will not exceed \$300,000 for each newly acquired or hired Motor Vehicle, Attachment, Caravan or Trailer or Mobile Plant, unless We have otherwise agreed in writing; and

12.2.4 You pay Us any additional premium We may require.

However any Motor Vehicle, Attachment, Caravan or Trailer or Mobile Plant acquired by virtue of the purchase or other acquisition of, or the formation of any company or firm or business (including the purchase or acquisition of the business of any sole trader or sub-contractor) or any Motor Vehicles, Attachments, Caravans or Trailers or Mobile Plant acquired or hired by You from any of Your subcontractors, will not be treated as newly acquired Motor Vehicles, Attachments, Caravans or Trailers or Mobile Plant purchased or hired by You, as required by this Additional Benefit.

12.3 No claim discount benefit

If Your Vehicle is insured for Option 1 comprehensive cover and You do not have a claim during the Period of Insurance, We apply a discount off Your next year's renewal premium. This reward is called the 'No Claim Discount'. The more 'claim free' years You have, the greater the percentage of No Claim Discount until You reach the maximum level of No Claim Discount after five (5) years. Even if You have a claim where Your No Claim Discount would be affected, You may not lose all of Your No Claim Discount. If You have a claim and You have not accumulated any No Claim Discount We may increase Your invited renewal premium.

We also accept the number of claim free years that You may have accumulated with another insurer in calculating Your No Claim Discount.

12.4 Fire Brigade & Emergency Services cover

Following an Accident occurring during the Period of Insurance involving Your Vehicle for which We have accepted liability under this Policy, We will pay up to \$25,000 per Accident, for charges imposed on You by the Fire Brigade, Police or any Government Emergency Services.

12.5 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.

12.6 Removal of debris

Following an Accident occurring during the Period of Insurance involving Your Vehicle for which We have accepted liability under this Policy, We will pay You for the reasonable costs necessarily incurred for the clean-up and removal of Your Vehicle's debris or Your Vehicles load that has fallen or leaked from Your Vehicle, but only to a maximum amount of \$50,000 per Event.

However this Additional Benefit will only provide cover for any amount in excess of which Your Vehicle's load is otherwise insured.

13. Exclusions applicable to both Part A and Part B

The following exclusions apply to the whole Policy. We will not pay any claim under this Policy:

13.1 Asbestos

for Damage or liability in connection with, or directly or indirectly caused by, or directly or indirectly arising from asbestos, asbestos products or asbestos contained in any products.

13.2 Aviation Works

for Damage or liability in connection with, or directly or indirectly caused by, or directly or indirectly arising from Aviation Works.

13.3 Contractual liability

if Damage or any liability arises from an undertaking or indemnity given or contracted by You without Our written consent, provided that this exclusion will not apply if such liability:

13.3.1 would have attached notwithstanding such undertaking or indemnity; or

13.3.2 was assumed under a contract which was specifically designated in Your Schedule.

13.4 Cranes and lifting devices

if Damage or any liability arises out of the operation of any crane or lifting device insured by this Policy whilst being used in any raising, carrying or lowering operation in which a single load is shared by two or more cranes or lifting devices unless Our prior consent has been obtained in writing.

13.5 Dangerous Goods

if at the time of the Damage or when any liability was incurred, Your Vehicle was carrying any substance that is shown in the current Australian Code of Transport of Dangerous Goods by Road and Rail or the current Australian Code for the Transport of Explosives by Road or Rail as Goods Too Dangerous to Transport or while any such substance was being moved to or from Your Vehicle or while any such substance was being loaded or unloaded from Your Vehicle.

13.6 Geographical limitations

if Damage occurs to Your Vehicle when is outside the Commonwealth of Australia at the time of the Damage, or if liability arises as the result of an Accident that takes place outside Australia, except as specifically stated otherwise in the Policy or as specially stated otherwise in writing by Us.

13.7 Hire or reward

if at the time of the Damage or when any liability was incurred, Your Vehicle:

- 13.7.1 is used for carrying passengers for hire or reward, except for a private pooling arrangement or when You receive a travelling allowance from Your full time employer;
- 13.7.2 is let out on hire, unless:
 - (i) Your Vehicle is operated by You or one of Your employees; or
 - (ii) Your Vehicle is a Mobile Plant and You have complied with the conditions of cover set out in Additional Benefit applicable to Part A 5.14 Mobile Plant Dry Hire; or
 - (iii) We have agreed in writing to provide Dry Hire cover for Your Vehicles which are not Mobile Plant.

13.8 Overloading

- 13.8.1 if at the time of the Damage or when any liability was incurred, Your Vehicle was being used to carry a number of passengers in excess of that for which it was designed or used contrary to the manufacturer's recommendations; or
- 13.8.2 if at the time of the Damage or when any liability was incurred, Your Vehicle or any caravan or trailer being towed by Your Vehicle was used to carry, lift, haul or tow a load in excess of that for which it was designed or used contrary to the manufacturer's recommendations.

This exclusion does not apply if You can prove that:

- (i) You did not allow such use of Your Vehicle; or
- (ii) You had no reason to suspect that Your Vehicle was being used in that manner; or
- (iii) the Damage or liability incurred was not caused by, or contributed to, by such excess of passengers and/or load.

13.9 Radioactive contamination

for Damage or liability in connection with, or directly or indirectly caused by, or directly or indirectly arising from:

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

13.10 Seizure of Your Vehicle

for Damage or liability in connection with, or directly or indirectly caused by, or directly or indirectly arising from:

13.10.1 lawful seizure, confiscation or acquisition of Your Vehicle; or

13.10.2 any person lawfully repossessing or attempting to lawfully repossess Your Vehicle, where Your Vehicle is used as security for a debt.

13.11 Stock in trade

if at the time of the Damage or when any liability was incurred, Your Vehicle formed part of the stock in trade of Your Business.

13.12 Terrorism

13.12.1 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;

13.12.2 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 Act of Terrorism.

13.13 Underground mining

if at the time of the Damage or when any liability was incurred, Your Vehicle was:

13.13.1 used for drilling or tunnelling whilst underground; or

13.13.2 used or driven in an underground mine or mining shaft.

13.14 Use of Your Vehicle

13.14.1 if at the time of the Damage or when any liability was incurred Your Vehicle was being driven by any person impaired by or under the influence of any drug or alcohol, or by any person with a percentage of drug or alcohol in their breath or blood in excess of that allowed by law. However, if You can prove You did not know that the driver of Your Vehicle was so affected, We will cover You but not the driver of Your Vehicle;

13.14.2 if at the time of the Damage or when any liability was incurred Your Vehicle was being driven by any person who refused a request from a person with legal authority to take a breath, blood or other test to determine the percentage of drugs or alcohol in the person's breath or blood. However, if You can prove You did not know that the driver of Your Vehicle refused to submit to the test, We will cover You but not the driver of Your Vehicle;

13.14.3 if at the time of the Damage or when any liability was incurred, Your Vehicle was being driven by a person who was not licensed to drive Your Vehicle but this exclusion will not apply where:

(i) the person is driving Your Vehicle without Your consent; or

(ii) the person is driving Your Vehicle with Your consent but You can prove:

(1) the driving licence produced to You by that person has been forged or was the subject of an unauthorised alteration which could not have been reasonably discerned from the driving licence produced to You; or

(2) 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

(3) You do not know or could not reasonably have known that person did not have a licence to drive Your Vehicle.

We will not waive Our right of subrogation against that person but Our right of subrogation is subject to the Insurance Contracts Act 1984.

13.14.4 if at the time of the Damage or when any liability was incurred, Your Vehicle is being:

(i) used in connection with the motor trade for experiment, test, trial, demonstration or towing;

- (ii) used for any illegal purpose with Your consent;
- (iii) used in connection with a race, trial, test, contest or other sports event;
- (iv) tested other than in connection with service or repair by a person who is qualified to carry out the service or repair or who is acting under the supervision of such a person; or
- (v) used in an unroadworthy or unsafe condition. However, We will cover You if You can prove that the condition could not reasonably have been detected by You or that the loss, Damage or liability was not caused by or contributed to by the unroadworthy or unsafe condition.

13.15 Vehicles on rails/cables

if at the time of the Damage or when any liability was incurred, Your Vehicle was being used to run on rails, tram tracks or cables.

13.16 War

for any death, injury, illness, loss, Damage, liability, cost or expense of a nature directly or indirectly caused by, resulting from, or in connection with,:

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

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.

13.17 Wilful damage

for Damage that is intentionally caused or liability that is intentionally incurred by You, anyone acting on Your behalf or any other covered persons.

14. Limitations of Cover applicable to both Part A and Part B

14.1 Bobcats/skid-steer loaders New South Wales & Victoria:

We will not pay any amount if Your Vehicle is a Bobcat or skid-steer loader and is stolen within:

- 14.1.1 the Sydney metropolitan area (which is defined as a 60km Radius Limit from the central GPO);
- 14.1.2 the Wollongong metropolitan area (which is defined as a 25km Radius Limit from the central GPO);
- 14.1.3 the Melbourne metropolitan area (which is defined as a 60km Radius Limit from the central GPO),

and is not fitted with either an engine immobiliser or vehicle tracking/GPS system at the time of the theft.

Should Your Vehicle be fitted with either an engine immobiliser or a vehicle tracking/GPS system at the time of the theft, then an additional Excess of \$2,500 will apply in respect of each claim.

However, should Your Vehicle be fitted with both an engine immobiliser and a vehicle tracking/GPS system at the time of the theft, then no Excess will apply.

Queensland:

If Your Vehicle is a Bobcat or skid-steer loader and is stolen within a 50km Radius Limit of either Brisbane Central GPO, or Caloundra PO or a 25km Radius Limit of the Surfers Paradise PO, an additional Excess of \$2,500 will apply.

However, if Your Vehicle is fitted with an engine immobiliser and/or a vehicle tracking/GPS system at the time of the theft, then no Excess will apply.

14.2 Motor trade

When 'Motor Trade' is shown in Your Schedule, then the cover provided by this Policy will apply, subject to the following:

- 14.2.1 The Vehicle Class shown in Your Schedule means all registered Motor Vehicles or vehicles displaying a trade plate (other than motor cycles and/or caravan or trailers unless specifically shown in Your Schedule) which are in Your custody or control for the purpose of sale, repair, modification or servicing,

but only while such vehicles are being driven by a duly licensed driver.

14.2.2 The following additional Exclusions will apply:

We will not pay for Damage that occurs or liability which is incurred, when Your Vehicle is:

- (i) personally owned by You;
- (ii) being used in the business of a motor driving school;
- (iii) being used for hire, paying of hire or let on hire;
- (iv) being driven by potential buyers, unless accompanied by You or Your employee;
- (v) lost as a result of trickery or deception; or
- (vi) being towed by a motor breakdown towing truck belonging to, or being operated by You.

14.2.3 The following Additional Benefits applicable to Part A will not apply:

- (i) 5.4 Emergency car hire;
- (ii) 5.9 Finance payout – Total Loss of encumbered vehicles; and
- (iii) 5.20 Replacement Motor Vehicle.

14.2.4 The following Additional Benefit applicable to Part B will not apply:

- 10.9 Non-owned Motor Vehicle liability.

14.2.5 The following Exclusions applicable to both Part A and Part B will not apply:

- 13.11 Stock in Trade.

14.2.6 The following Additional Benefits applicable to both Part A and Part B will not apply:

- 12.2 Automatic additions.

15. General conditions applicable to both Part A and Part B

The following General Conditions apply to all parts of this Policy.

15.1 Breach of conditions

Breach of or non-compliance with any Policy condition(s) by one insured named in Your Schedule will not prejudice any other named insured.

15.2 Cancellation

How You may cancel this Policy

You may cancel this Policy at any time by telling Us in writing that You want to cancel it.

When 'You' involves more than one party, We will only cancel the Policy when a written agreement to cancel the Policy is received from all parties named in Your Schedule.

How We may cancel this Policy

We may cancel this Policy in any of the circumstances permitted by law by informing You in writing. We will give You this notice in person or send it to Your address last known to Us.

The premium

In the event of cancellation, a minimum premium of 20% will apply. This means that an amount equal to 20% of the annual premium will be deducted from any refund of premium that may be due to You when this Policy is cancelled.

When Your policy is cancelled, provided that no event has occurred where liability arises under the Policy, We will refund the premium for each day of the unexpired Period of Insurance. The daily premium will be calculated by dividing the premium by the number of days of the Period of Insurance. Your refund will not include government taxes and duties We cannot recover and the amount of any minimum premium.

15.3 Changes to Your insurance details – what You must tell Us

You must tell Us immediately if during the Period of Insurance Your Vehicle or any Attachment is modified in a manner that affects its value or performance in any way.

When We receive this information, We may:

- alter the terms and conditions of the Policy; or
- charge You additional premium; or
- decide not to offer to renew the Policy.

If You do not provide the information immediately We may not pay a claim under Your Policy.

Before We agree to renew the Policy You must tell Us if, during the current Period of Insurance, You or any person who is a driver of Your Vehicle has:

- had any fines or penalties imposed for a traffic offence, other than a parking fine; or
- been convicted of any traffic offences; or
- had a driver's licence cancelled or suspended or been disqualified from holding a driver's licence for any period; or
- been responsible for causing an Accident; or
- had any Motor Vehicle or Mobile Plant damaged or stolen.

When a new driver commences driving Your rigid and/or articulated Motor Vehicle or Mobile Plant with a carrying capacity in excess of 10 tonnes Payload, that driver must complete a driver's questionnaire and You must provide Us with that questionnaire within 14 days of the new driver first driving or being in charge of the Motor Vehicle or Mobile Plant.

15.4 Cross liability

We agree that each person comprising the Insured named in Your Schedule is considered as if that person were the only person named as the insured, and We waive Our rights of subrogation against any of those persons named as the insured.

15.5 Joint insured

A claim lodged by any one person covered by the Policy is considered to be a claim by all persons covered by the Policy.

15.6 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.

15.7 Keeping evidence of the value of the insured property

You should keep evidence of the value of all property covered under the Policy. You should also keep evidence of the amount of any Accidental Damage.

15.8 Notices

Any notice We give You will be in writing and it will be effective:

- if it is delivered to You personally; or
- if it is delivered or posted to Your address last known to Us.

It is important for You to tell Us of any change of address as soon as possible.

15.9 Other insurances covering the same loss, damage or liability

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

15.10 Prevention of loss or damage

We may not pay Your claim if You do not take all reasonable precautions to prevent injury, loss, Damage or liability, including securing Your Vehicle against unauthorised entry when it is unattended. This includes removing Your keys and locking Your Vehicle.

It is a condition of the Policy that Your Vehicle be kept in good repair.

15.11 GST notice

The Policy has a GST provision in relation to premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

Sums insured

All monetary limits in the Policy may be increased for GST in some circumstances (see below).

Claim settlements – Where We agree to pay

When We calculate the amount We will pay You, We will have regard to the items below:

- Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item insured under the Policy) We will pay for the GST amount. We will pay the GST amount in addition to the Sum Insured/Limit of Indemnity or other limits shown in the Policy or in Your Schedule. If Your Sum Insured/Limit of Indemnity is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim. We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled.
- Where We make a payment under the Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.
- Where the Policy insures business interruption, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by Your Business that is relevant to Your claim.

Disclosure – input tax credit entitlement

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. The Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

16. Making a claim

16.1 What You must do

In the event of a claim:

Do not admit liability

You must not:

- admit liability or make a promise or offer of payment in connection with the claim; or
- offer or agree to settle the claim, without Our written consent.

We are entitled to take over and conduct the defence of any claim made against You for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of claims.

If the claim is for legal liability, You may make a written request to Us to agree that You are covered in respect of the claim.

Prevent further damage

You must take all reasonable precautions to prevent any further loss, Damage or liability.

Contact the police

Depending on the laws of the State or Territory in which the Accident occurs, You must:

- contact the police if any person was injured as a result of the Accident;
- request the police to attend the scene of the Accident;
- go to the local police station to complete a 'Self Reporting Collision Form' if the police inform You that it is not necessary for them to attend the scene of the Accident.

You must contact the police immediately if Your Vehicle is stolen or maliciously damaged.

Contact Us as soon as possible

If there is any Damage or liability which is likely to result in a claim, You must give Us immediate notice as well as full details of any Damage or anticipated or alleged liability. You can do this by calling us on 1300 831 033.

You or Your representative must give Us full details in the manner We request which will be either:

- verbally; or
- in writing by providing any information that We request.

If towing is required, We can help You to arrange the towing of Your Vehicle to a repairer suggested by Us or to any other location nominated or agreed by Us.

The process for authorising repairs to Your Vehicle is explained under Clause 16.4 Authorising repairs. Any correspondence You receive regarding the Accident must be sent to Us immediately.

You must advise Us immediately of:

- any notice of impending prosecution;
- details of any inquest or official enquiry.

If You have caused damage to other people's property

You must tell Us about any incident that has caused damage to other people's property. You also must immediately tell Us about any demands made on You to pay compensation to others, any court actions or offers of settlement and send these to Us.

16.2 Excess

An Excess is the amount specified in the Schedule or in Clause 1 Words with special meaning under Excess, which You must pay when You make a claim under the Policy, unless We state an Excess does not apply. The payment of an Excess helps to keep the cost of Your premium down by reducing the number of small claims.

There are different types of Excess which may apply to You or the driver of Your Vehicle at the time of the claim. These are the Basic Excess, Age and inexperienced driver excess, Age and inexperienced driver's excess applying to rigid and/or articulated vehicles, Undeclared driver's excess applying to rigid and/or articulated vehicles, Tipping excess and Radius Limit excess.

Faultless Excess

If the total Excess applicable to Your claim is \$5,000 or less, You will not be required to pay any Excess if:

- We determine that the claim involves a Third Party or driver of another vehicle and that Third Party or other driver was 100% at fault; and
- in the event another vehicle has caused Damage to Your Vehicle, You can supply the full name, address and license number of the other driver and the registration of the other vehicle or where another vehicle has not caused the Damage, the full name and address of the Third Party; and
- the amount of Your claim exceeds the applicable Excess.

Where the other driver or Third Party does not agree they are 100% at fault, You must pay the applicable Excess. If We are successful in establishing that the other driver or Third Party was 100% at fault, We will refund the Excess to You. If We do not require payment of the Excess at the time You make a claim but it is later determined that the other driver or Third Party was not 100% at fault, We reserve the right to collect the Excess from You following such determination.

How the Excess applies

The Excess applies to each of Your Vehicles for each Accident.

The Sum Insured and sub-limits of liability shall apply in addition to, and shall not be reduced by, the amount of any applicable Excess.

Deciding who is at fault

We will be solely responsible for deciding whether You contributed to the cause of an Accident.

16.3 Choice of repairer

You have the right to choose any repairer, or We can recommend one for You. If We do not accept Your choice of repairer, You must still co-operate with Us to select another repairer that We both agree on.

16.4 Authorising repairs

Where You have Option 1: comprehensive cover You may only authorise emergency repairs as detailed under Additional Benefit applicable to Part A 5.5 Emergency expenses. You cannot authorise further repairs to Your Vehicle without Our prior consent.

Before We make a decision regarding Your claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor vehicle assessor will be appointed by Us. We or Our assessor will make the necessary arrangements with You.

16.5 Parts, extras and accessories

If We are able to repair the part which is damaged, We will use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules (ADR). If such parts are not available or appropriate, parts from alternative distribution channels may be used.

We will not pay any amount greater than the maker's last list price in Australia (together with a reasonable charge for fitting) for the supply of any part, extra or accessory.

In the event that any part, extra or accessory cannot be obtained immediately, We may choose to pay You the value of the part, extra or accessory (together with a reasonable charge for fitting) rather than supply the part, extra or accessory.

16.6 Sublet repairs

If the Damage to Your Vehicle requires Us to engage the services of a specific specialist repairer and/or supplier We may sublet that component or the work to such repairer or supplier.

16.7 Assist Us with Your claim

You must assist Us with Your claim. This means give Us all the information and assistance with Your claim which We may reasonably require. If You do not We may not pay Your claim or provide cover.

If We have the right to recover any amount payable under the Policy from any other person, You must cooperate with Us in any action We may take.

16.8 Our rights of recovery

We have the right to recover from any person, in Your name, the amount of any claim paid under the Policy and We have full discretion in the conduct, settlement or defence of any such claim.

16.9 Salvage of Your Vehicle or when it is a Total Loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value, Sum Insured or Agreed Value for Your Vehicle:

16.9.1 the wreckage of Your Vehicle will become Our property; and

16.9.2 We will keep the proceeds of any salvage sale.

You must transfer the title and interests of Your Vehicle to Us and We shall be entitled to dispose of the remains. In States or Territories where We are entitled to do so, We will also retain any proceeds from any registration and compulsory third party insurance.

16.10 Payment of unpaid premium when Your Vehicle is a Total Loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value, Sum Insured or Agreed Value for Your Vehicle:

16.10.1 the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You; and

16.10.2 if We are replacing Your Vehicle, You must pay Us the balance of any unpaid premium for the Period of Insurance.

16.11 No return of premium after a Total Loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value, Sum Insured or Agreed Value for Your Vehicle, no return of premium will be made for any unused portion of the premium.

17. Sanctions

We shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction, including under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Claims Payment Examples

The following are examples of the how a claim might be calculated. They are examples only and are designed to help You understand how some of the benefits in this Policy operate and how claim payments are calculated. The following examples do not cover all scenarios or all benefits and do not form part of the Policy terms and conditions. They are a guide only.

Example: Total Loss – Replacement Vehicle

Your Vehicle is a sedan that is Damaged in an Accident. Your Vehicle is 6 months old from its first registration after new manufacture at the time it is Damaged. We determine that Your Vehicle is a Total Loss. The cost of a replacement vehicle is \$40,000.

A Basic Excess of \$500 is applicable. The cost of new registration is \$1,000. You are registered for GST.

We will pay \$41,000 for the replacement vehicle.

You must pay Us the Basic Excess of \$500, plus any outstanding premiums and any unused portion of registration and compulsory third party insurance from Your Vehicle that was a Total Loss. We retain the wreckage of Your Vehicle and any proceeds that We receive from its sale.

Example: Total Loss – Market Value

Your Vehicle is Damaged in an Accident. Your Vehicle is 5 years old and insured for Market Value. We determine Your Vehicle is a Total Loss and assess the Market Value of Your Vehicle is \$15,000.

A Basic Excess of \$500 is applicable. You have paid the premium for Your Vehicle that is a Total Loss in full and You are registered for GST and entitled to a full Input Tax Credit (ITC)(100%).

We will pay You \$13,136 (\$15,000 less ITC of \$1,364 less \$500 excess).

We will retain the wreckage of Your Vehicle and any proceeds that We receive from its sale plus any registration and compulsory third party insurance refund. If You receive any registration and compulsory third party insurance refund for Your Vehicle that is a Total Loss, then We will deduct that amount from the amount We will pay You set out above.

Example: Partial Loss – Repairs

Your Vehicle is Damaged in an Accident. Two tyres are also damaged as a direct result of the Damage to Your Vehicle. You have selected Option 1: comprehensive cover and Your Vehicle is insured for Market Value. We authorized Your Vehicle to be towed from the scene of the accident to a repairer We have recommended. The cost of the tow is \$350. We assess the Market Value of Your Vehicle is \$15,000 and We assess that repairs to Your Vehicle will cost \$5,000 and two replacement tyres will cost \$200.

A Basic Excess of \$500 is applicable. You will normally pay the Basic Excess directly to the repairer.

We will pay:

- \$4,500 (\$5,000 repair cost less the \$500 Basic Excess). We normally pay this amount directly to the repairer;
- \$200 (cost of two replacement tyres) We normally pay this amount directly to the supplier of the tyres;
- \$350 (cost of towing). We normally pay this amount directly to the towing company.

Example: Theft

Your Vehicle is stolen and recovered 5 days later with Damage. You have selected Option 1: comprehensive cover and Your Vehicle is insured for Agreed Value of \$20,000. Your Personal Property that We assess is valued at \$500 has also been stolen. We assess that repairs to Your Vehicle will cost \$3,000. We arrange to provide You with a hire Motor Vehicle for 5 days at a cost of \$100 per day.

A Basic Excess of \$500 is applicable. You will normally pay the Basic Excess directly to the repairer.

We will pay:

- \$2,500 (\$3,000 repair cost less the \$500 Basic Excess). We normally pay this amount directly to the repairer;
- \$500 (cost of hire Motor Vehicle). We normally pay this amount directly to the hire car company;
- \$500 (value of Your Personal Property). We normally pay this amount directly to You.

Example: Third Party Liability

Your Vehicle is in a collision with another vehicle which causes damage to the other vehicle. A court decides that You are 100% at fault and You are legally liable to pay for the cost of the repairs to the other vehicle. The court assesses the cost of the repairs to the other vehicle is \$15,000. The legal costs We have consented to pay to defend You in this matter are \$3,500.

A Basic Excess of \$500 is applicable. You must pay Us the \$500 Basic Excess.

We will pay:

- \$15,000 (for the repairs to the other vehicle). We normally pay this amount to the third party claimant;
- \$3,500 (for legal costs). We will normally pay this amount directly to the lawyers.



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