



DRIVE PACK PLUS

**Product Disclosure
Statement and
Insurance Policy
Booklet**



Effective Date: **05/03/2024**

The truck specialists that get you

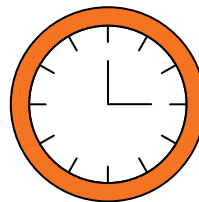
Trucks and equipment keep Australia moving.

Whether You're in the transport game, in construction, or use trucks and equipment for Your trade or business, it's hard-working people like You that are the life blood of Australian industry, and We want to help You in any way We can.

That's why Truck Assist exists: to help people who run businesses that rely on trucks and equipment.



National coverage



24/7 assistance



Expert truck help



We're powered by NTI

This is an important document. If you have trouble reading or understanding English please use an interpreter to explain this document before you enter into this contract of insurance.

Insurance products are provided by National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230 859 each holding a 50% share.

National Transport Insurance is administered on behalf of the insurers by its manager NTI Limited ABN 84 000 746 109 AFSL 237246.

You are required to read the PDS enclosed when choosing whether or not to acquire or continue holding a Policy.

NTI341(05/03/2024)

We are here to help

General enquiries



National Office

Level 36, 300 George Street, QLD Australia, 4000

www.truckassist.com.au

Making a Claim



Making a claim with Truck Assist is easy.

Simply lodge a claim by logging into Your online account via myaccount.truckassist.com.au.

You can also lodge a claim by phone on **1800 827 747** and one of Our experienced Claims Consultants will assist You.

Our claims team is available 24/7, 365 days.

Accessing roadside assistance



You have access to Truck Assist's Roadside product as part of Your Policy. Simply phone Us on **1800 827 747** and one of Our experienced Customer Care team members will assist You.

Using Your online Truck Assist account

By logging into your online account via myaccount.truckassist.com.au, you can:



1. Update Your personal information
2. View Your Documents
3. Update Your Cover by adding/removing vehicles, adding covers or optional products.
4. Lodge a claim.

Speak with a member of Our team



Truck Assist has a team of experienced Customer Care specialists operating **Monday to Friday 8:30am-5pm AEST**.

You can contact them via **1800Assist** (1800 827 747) or by emailing customercare@nti.com.au.

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Product guide

Cover and Summary

Click on the sub-headings to go to a specific section to view the full details, relevant limits, specific conditions and exclusions that apply.

Included

- Automatic
- Optional

Commercial Motor



- ✓ This covers Your trucks, trailers, and Mobile Plant and equipment, for Accidental loss or damage, and theft.
- ✓ It also covers Your liability resulting from the use of Your registered Motor Vehicle for loss or damage to Another Person's Property, and in some circumstances, injury to Another Person.
- ✓ It covers liability up to \$50 million for non-Dangerous Goods cartage.



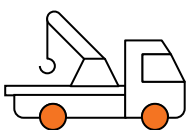
Downtime



- ✓ Helps to keep Your business moving, covering Your expenses while Your Motor Vehicle's getting repaired. You'll be paid a Weekly Benefit once Your claim for loss or damage to Your Motor Vehicle has been accepted. This is available for eligible trucks, trailers and some Mobile Plant.
- ✓ You can customise the Weekly Benefit amount, the Benefit Period, and Waiting Period to suit Your business needs.



Roadside Assistance Service



- ✓ 24/7 breakdown assistance anytime, anywhere in Australia. We'll come to the rescue Australia-wide, 24hrs a day, 7 days a week, for eligible trucks, trailers and Mobile Plant and equipment.



Cover and Summary

Click on the sub-headings to go to a specific section to view the full details, relevant limits, specific conditions and exclusions that apply.

Included

- Automatic
- Optional

Public & Products Liability



- ✓ This provides cover against claims for compensation by a member of the public who is injured or had their property damaged due to Your Business activities or Products.
- ✓ Includes cover for approved settlement and legal costs You are liable to pay as well approved legal expenses involved in defending a covered claim.

○

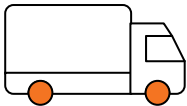


Work Tools

- ✓ Covers Your portable Work Tools against Accidental damage and theft from locked vehicles or premises. This can be on site, in Transit or on premises.

○

Goods in Transit



- ✓ Covers Goods for Accidental loss or damage, or theft, while they are in Transit in Australia.
- ✓ If You transport Goods, or rely on someone else to transport Your Goods, supplies or equipment, this covers them from pickup through to delivery.

○

Product Disclosure Statement



Introduction

Welcome to Drive Pack Plus.

This PDS contains important information about Your insurance Policy. Please read it carefully. If English is not Your first language please use an interpreter to explain this document to You before You enter into this contract of insurance.

The purpose of this PDS

This PDS has been prepared to assist You in understanding the coverage under this insurance Policy. The PDS sets out the significant features of this insurance Policy including its benefits, risks and information about how the premium is calculated and how the premium is paid.

For a full description of this insurance product, You still need to read the Policy Wording that is part of this document which sets out the terms, conditions, exclusions and limitations of this package insurance Policy.

Who is the Insurer?

This insurance is provided by NTI, a joint venture of the following insurers in the proportions shown:

- Insurance Australia Limited trading as CGU Insurance (ABN 11 000 016 722) (AFSL 227681) - 50%
- AAI Limited trading as Vero Insurance (ABN 48 005 297 807) (AFSL 230859) - 50%

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

'NTI', 'We', 'Us', or 'Our' means National Transport Insurance that is administered on behalf of the insurers by its manager NTI Limited ABN 84 000 746 109 AFSL 237246.

For 50 years we've kept Australia moving

From the day We opened Our doors in 1971, We saw a chance to offer the specialised insurance and services that the Australian transport industry was crying out for - products that would get everyone from single operators, to the largest businesses, back doing what they do faster

Today, We offer premium specialist insurance products across several industries, all designed to protect Australian businesses and families. We also created the National Truck Accident Research Centre - to improve the safety performance and reduce fatalities in the Australian trucking industry.

Specialist knowledge, expertise and claims excellence run strong in the DNA of Our brands. That's why We are proudly Australia's leading specialist transport and logistics insurance provider.

We're proud of Our achievements:

- 'Small/Medium General Insurance Company of the Year' 2013 and 2014
- 'Claims Service Provider of the Year' 2013 and 2014
- 'Aon Hewitt Best of the Best Employer' 2014.
- 'Mansfield Award for Best Specialist Claims Provider' 2017.
- For over 50 years we've kept Australia moving.

How to Contact Us

To locate Your nearest Truck Assist office, visit Our website at www.truckassist.com.au. You can contact Us 24/7 if You have had an Accident or want to make a claim by phoning **1800TAssist** (1800 827 747).

Who is the provider of the Roadside Assistance Service

Roadside Service is provided by NTI Limited (ABN 84 000 746 109) (AFSL 237246) under its Truck Assist brand.

How to seek Roadside Assistance

To access Our Roadside service: call **1800TAssist** (1800 827 747).



Just one Number 1800TASSIST

Whether You need assistance for an Accident or a breakdown, You just need to remember one phone number: **1800 TAssist** (1800 827 747).

Features Summary

This table is a summary of some of the of the main covers and benefits available in this Policy.

Exclusions, limits and conditions apply so please refer to the Policy wording and Your Policy Schedule for full details.

You are only Covered for the Products noted on Your Policy Schedule.

Drive Pack Plus	Benefits of Cover
Policy Product 1 Commercial Motor	<p>Cover for loss or damage to Your Motor Vehicle arising out of an Accident or theft.</p> <p>Cover for Your legal liability arising out of the use of Your registered Motor Vehicle for loss or damage to Another Person's property, and in some circumstances, bodily injury to Another Person. This insurance does not include employer liability or Public and Products Liability.</p>
Policy Product 2 Downtime	<p>Payment of a Weekly Benefit if Your claim for Loss or Damage to Your Motor Vehicle has been accepted under the Commercial Motor Policy. This product is only available if noted on Your Policy Schedule for Policy Product 2 for eligible trucks, trailers and some Mobile Plant.</p> <p>This Cover is subject to a Waiting Period (outlined in Your Policy Schedule) before We can pay Your claim.</p>
Policy Product 3 Public & Products Liability	<p>Cover for Your liability to third parties for Personal Injury or Property Damage as a result of an Occurrence in connection with Your Business or caused by Your Products during the Period of Insurance and within the Territorial Limits.</p> <p>Liability for third party property in Your care, custody and control is \$100,000 but excludes Goods in Transit.</p> <p>This insurance does not cover workers compensation, employer liability, professional indemnity or registered Motor Vehicle liability.</p>
Policy Product 4 Work Tools	<p>Cover for loss or damage to Your portable Work Tools resulting from an Accident, or theft from a locked and secured building or vehicle, in Australia during the Period of Insurance.</p>
Policy Product 5 Goods in Transit	<p>Cover for loss or damage to Goods belonging to You, or owned by a third party in Your custody or control, in Transit in Australia during the Period of Insurance.</p>

The Roadside Service

Roadside Assistance Service

This service provides limited roadside breakdown services for eligible trucks, trailers and some Mobile Plant. Limits apply and are noted under the "Roadside Assistance Service" in Your insurance Policy Schedule for Policy Product 1.

Call Us on **1800 T Assist** (1800 827 747)

For further information refer to the Roadside section of the Policy wording.

How to make a Claim if You have an Accident

Call **1800 TAssist**
(1800 827 747)

If You have an Accident, call Us and We will take care of the following :

- ensure the operator/driver and other parties receive medical attention;
- provide over the phone trauma assistance until help can arrive;
- authorise NTI approved Heavy Motor Recovery Operators to recover Your Motor Vehicle using latest skills and equipment to prevent further damage to Your Motor Vehicle;
- arrange the transportation of the operator/driver back to base;
- relay urgent messages on Your behalf;
- clean up the Accident scene;
- post-trauma counselling for the operator/driver;
- referral to a financial advisor if the business is suffering due to the Accident;
- ensure Your load recovery cost is fair for You.

Cooling-Off Period

You have 30 days to consider this Policy to be sure You have the Cover You require. You can cancel the Policy within 30 days from the day that Cover began. You will receive a full refund of premium provided nothing has occurred for which a claim is payable under Your Policy.

Your 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, which 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.

You must tell Us if any of the following circumstances change:

- Your business name, address, occupation or activities
- Your business has more than one instance of commercial bankruptcy, administration, liquidation, receivership or insolvency
- Your vehicle value, registration, accessories or modifications
- Your use of the vehicle including what it carries
- You or Your drivers criminal or driving offence history including more than one licence disqualification, suspension, cancellation, amendment to provisional probationary
- Your details on the Policy Schedule are no longer accurate or correct
- A claim or incident that could give rise to a claim under this insurance

If You also purchased Public and Products Liability, Work Tools or Goods in Transit insurance, in addition You must tell Us of any change to:

- Your turnover
- Number and type of employees, subcontractors and labour hire workers engaged
- Work Tools used and their value
- Goods types in transit and their value, including the radius of operation if We asked

What We will do when You contact Us

When You tell Us about any change in circumstances, an additional Excess, premium or special condition may be applied to Your Policy. In some cases and subject to the extent of prejudice of Our interests, it may lead Us to reduce or refuse to pay a claim or it may mean We can no longer insure You and We will cancel Your Policy.

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. Our liability will be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your failure to notify Us of that change. If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

Premium

You must pay Your premium to obtain cover under Your Policy. You can pay Your premium either:

- annually in a lump sum; or
- by monthly instalments.

Annual premium payment

If You pay Your Premium annually the due date for payment is set out in Our offer of Insurance. If You do not pay by the due date this Policy will provide no cover for Your loss or for any claim against You by a Third Party.

Instalment or pay by the month premiums

Important notifications when choosing Instalment Payments:

Paying by monthly instalments will affect You in a number of important ways.

- a. If an instalment remains unpaid for a period of at least 14 days We will refuse to pay a claim that occurs from that instalment due date.
- b. If an instalment remains unpaid for a period of at least one month We will cancel Your Policy by giving you the required notices under the General Insurance Code of Practice and:
 - i. No cover will apply from the cancellation date;
 - ii. No claim occurring after the cancellation date is payable by Us; and
 - iii. If Your instalment is received after the Policy cancellation it does not reinstate the Policy for the missed period. You must contact Us if You require a new Policy.
- c. An instalment is unpaid if:
 - i. it is not received by Us;
 - ii. the payment is dishonoured or disputed;
 - iii. a direct debit is rejected by Your bank or other financial institution; or
 - iv. We are unable to debit Your credit card or Your nominated bank account for the payment.
- d. If You become entitled to be paid a claim for a total loss of Your Motor Vehicle, We will deduct any remaining instalments from the claim settlement so that Your premium for the entire Period of Insurance of Your Policy is paid in full.
- e. Your Financial Institution may charge a fee if there are insufficient funds in Your account to cover any debits or may apply other terms and conditions to Your nominated account. If further information is required, please contact Your Financial Institution.

Excesses

When You make a claim under this Policy You may be asked to pay an Excess. This is the amount You contribute towards the cost of Your claim.

For example, if You damaged the front and rear of Your truck in two separate Accidents, You have to make 2 claims and pay the excesses that apply to each claim. The Excess and any additional Excess is payable for each claim.

Your Policy Schedule shows the base Excess that is payable. In some circumstances (should Cover be provided), there may be an additional Excess.

For example, Commercial Motor Excesses include:

- Age/Inexperienced Excess for inexperienced or young drivers;
- Tipping excess if Your tipping hoist was extended at the time of loss.
- Out of Radius excess for Prime-Movers travelling outside of the radius disclosed to Us.

All additional Excess information is contained within the Policy wording or in the Conditions section for Policy Product 1.

Change of Ownership

Where Your Motor Vehicle is sold or transferred to new ownership, Cover over that Motor Vehicle is cancelled from the time of the sale or transfer. We will refund premium for the unexpired Cover for that Motor Vehicle.

Taxation Implications

The amount payable by You for this Policy includes an amount of GST.

When insuring any item under this Policy, the Sum Insured will depend, amongst other things, on Your GST status. You should take into account Your GST status in respect of each item to be insured. It is important You do not include any GST component in the Sum Insured if You are registered (or required to be registered) for GST and the item is used entirely in the furtherance of Your enterprise. Where We make a payment under the Policy, We will adjust the amount of the payment according to Your entitlement to Input Tax Credits on the amount of the premium paid by You.

In certain circumstances, premiums may be tax deductible and claims payments may be assessed as income for income tax purpose. You should obtain Your own professional advice in respect of these matters and Your entitlement to Input Tax Credits on the premium.

A Claim May be Refused

We may refuse to pay out some part or all of a claim if You have not complied with the terms of the Policy. For example, You must:

- have paid the premium;
- pay the Excess and any additional Excess when lodging the claim;

- c. not admit liability or offer or make promise or payment to any other party without Our written consent;
- d. as soon as reasonably possible report to Us any Accident;
- e. as soon as possible, report any malicious damage, theft or attempted theft to the Police and Us; and
- f. subject to the extent of coverage provided, give Us full discretion in the conduct, defence or settlement of any claim and give Us all reasonable information and assistance We may require during the conduct of Your claim.

Cancelling Your Policy

You may cancel Your Policy by giving Us notice. We will refund premium for each day of the unexpired Period of Insurance.

We may cancel Your Policy when the Insurance Contracts Act 1984 (Cth) allows Us to. If We cancel Your Policy We will refund the proportion of Your premium for the unexpired Period of Insurance.

Privacy

We are committed to safeguarding Your Privacy. We are bound by the Australian Privacy Principles.

In complying with the Australian Privacy Principles We will collect and use Your personal information:

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

By providing Us with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us, please contact Us. You may choose not to provide this information, however, We may not be able to process Your request.

We will take all reasonable steps to make sure that personal information that We hold about You is accurate, complete, and up to date and that it is protected from misuse, loss or unauthorised access, modification or disclosure. If any information is inaccurate, You must contact Us to update it.

You can request access to Your personal information by phone or writing to Us via www.truckassist.com.au.

Information security protocols are in place to minimise the risk of unauthorised access to Your personal information.

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

If You need to make a complaint about Your personal information or make a complaint about a privacy breach You can do so by phoning Us on **1800 827 747** or by writing to PO Box 13550 George Street QLD 4003.

A copy of Our Privacy Policy Statement and Privacy Complaint process can be obtained by visiting Truck Assist's website at www.truckassist.com.au

How the premium is calculated

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

- a. Your claims history and business experience;
- b. the type, usage and location of Your Motor Vehicle;
- c. Sum Insured and Limit of Liability;
- d. the distance You travel from Your base of operations;
- e. Your base of operations, business activities and occupation;
- f. Your turnover, and number, and type of workers;
- g. Your Work Tools, or types of Goods in Transit.

Other Matters That May Affect the Cover We Offer You

- Operator/driver history
- Operator/driver skills
- Operator/driver age
- Operator/driver experience

Commercial Motor Sum Insured Guide

You should consider the following when selecting Your Sum Insured for Your Motor Vehicle.

Motor Vehicle age	How to select Sum Insured
Up to 3 years old	Generally, new replacement value including on road costs, Extras such as standard vehicle tools, tarps & gates, Working Accessories and any attachments
Over 3 years old	Generally, Market Value including Extras, Working Accessories and any attachments
All Items	Exclude GST if You are registered for GST

! **Warning:** Under insurance may affect You financially. You should consider what Sum Insured works for You based on Your financial situation, objectives and needs.

For Mobile Plant up to 2 years old, consider insuring for new replacement value as noted above. For Mobile Plant over 2 years old consider insuring for Market Value as noted above.

Before expiry of Your Policy - Renewals

Before Your Policy expires, We will advise You if We are prepared to make a new offer for insurance for a further period based upon Your expiring Policy details. We may decide not to make an offer for insurance and We will advise You in time before Your Policy expires to allow You to seek cover elsewhere.

Electronic Notices and Documents

We will send You Your Policy Documentation and notices electronically. Unless You inform Us, We will continue to issue documents and notices to You electronically. It is Your responsibility to ensure Your email details are up to date. Please contact Us if Your contact details, including your email address or mobile phone number, change. The date We send You an email from Our offices is the date of notice to You.

General Insurance Code of Practice

NTI are signatory to the General Insurance Code of Practice. The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

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

The Code aims to:

- a. commit Us to high standards;
- b. promote better, more informed relations between Us and You;
- c. maintain and promote trust and confidence in the general insurance industry;
- d. provide fair and effective mechanisms for resolving complaints You make about Us; and
- e. promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

More information can be obtained from Us directly or Our website www.truckassist.com.au.

Choice of Repairer & Repair Industry Code of Conduct

NTI 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 can agree on.

Our Guarantee – Repairs and Parts

We only use Original Equipment Manufactured (OEM) parts when available and aim to supply parts, wherever possible. By using OEM parts, We can guarantee the quality of parts used in the repair process. In the event that OEM, take-off and recycled parts are not available only then with Your permission will We seek to fit non-OEM parts.

We guarantee the quality of workmanship and materials used in Our authorised repair of Your Motor Vehicle for the life of Your Motor Vehicle, (even if You no longer own it). Where We agree the repairs are found to be unsatisfactory, We will correct them. Our responsibility to correct these repairs does not extend to wear and tear of Your Motor Vehicle.

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 Motor Vehicle.

Quality Assurance

We assure You of quality insurance and service at all times.

Service

We are committed to providing You with the highest standards of service. In the event of a claim We will keep You fully informed of its progress.

Fair Dealing

We will manage any claims Covered by Your Policy fairly and promptly, understanding that transport and earthmoving operators rely on their vehicles and machinery to earn a living.

Resolving Your Insurance Complaints

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

If You have a complaint about Your insurance policy, decisions on Your claims or any of the services You have received from Us or one of Our representatives, You may access Our Complaints process.

The first step is to contact Your NTI team;

Claims: contact on **1300 308 080**

ALL other: contact the Customer Care team on **1800 827 747** or You can also contact Us by emailing **customercare@nti.com.au**.

NTI's details can also be obtained by visiting **www.truckassist.com.au**. A brochure on Our Dispute Resolution System is available from all NTI offices.

Complaints

Once You contact Us, Our staff will help You in every way they can.

We will acknowledge receipt of Your complaint promptly or as soon as practicable. We will communicate Our response taking into consideration Your preferences of communicating with Us.

If You are not satisfied with the outcome, Your complaint will be referred to the staff member's supervisor who will deal with Your complaint promptly.

Internal Dispute Resolution

If You are still not satisfied Your complaint can be handled through Our Internal Dispute Resolution service by a different employee who has appropriate experience, knowledge and authority to conduct a full review. We will provide You with details of Our dispute service and will refer You to a Supervisor or Manager to manage Your complaint. Your complaint will then be treated as a dispute.

We have 30 calendar days to respond from the date that Your complaint is received.

Our response will include:

- a. reasons for Our decision;
- b. information about how to access Our External Disputes Resolution (EDR) Scheme; and
- c. notify You of the time frame within which You must register Your dispute with the EDR Scheme, (usually within two years of Our final decision).

External Dispute Resolution

Our Internal Dispute Resolution Service is designed to seek to resolve any complaints or disputes that may arise. However, if We are unable to resolve Your dispute to Your satisfaction within 30 days, We will inform You of the reasons for the delay and that You can take Your dispute to Our EDR scheme, administered by the Australian Financial Complaints Authority (AFCA), even if We are still considering it (and provided Your dispute is within AFCA Terms of Reference). We are a member of AFCA which is an ASIC approved external dispute resolution scheme and it may be able to resolve Your dispute. You may be entitled to assistance from the AFCA, however this is subject to the claim circumstances and the AFCA eligibility criteria.

Before the end of that 30 day period We will inform You that You have this right and details of how to access Our EDR Scheme.

AFCA is responsible for monitoring compliance with the General Insurance Code of Practice. It is available to customers and third parties who fall within its Terms of Reference and is an impartial body that is completely independent of Us. AFCA will initially determine whether Your dispute falls within its Terms of Reference and will notify You whether it may proceed to review Your dispute.

Your dispute must be lodged with AFCA within two years of the date of Our final decision.

Where AFCA Terms of Reference do not extend to Your dispute We will advise You to seek independent legal advice or give You information about other external dispute resolution options, if any, that are available to You.

The contact details for AFCA are:

Australian Financial Complaints Authority

National Toll Free number: 1800 931 678

Mail: GPO Box 3 Melbourne VIC 3001

Email: info@afca.org.au

Web: www.afca.org.au

A brochure on Our Dispute Resolution Service is available from all NTI offices which includes information about the IDR and EDR Services.

The Policy

Policy Wording

Our Agreement With You

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

Your Policy consists of:

1. the PDS (excluding all clauses relating to the Roadside Service) and this Policy document, which sets out the conditions of Cover, exclusions and the terms and conditions that apply to each Policy Product or level of Cover You have chosen;
2. the Policy Schedule is a separate document and shows the insurance details that are relevant to Your insurance;
3. any endorsements noted in Your Policy Schedule or otherwise notified by Us to You in writing; and
4. The information You provided when You applied, the declarations and statements made when You applied for Cover from Us and every other matter which You subsequently declare or state to Us when You, replace, vary, extend or reinstate Your Policy.

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

You are only insured for those Policy Products specified in Your Policy Schedule which sets out Your Cover including any applicable **Limit of Indemnity or Sum Insured**.

Additional automatic or optional extensions may apply as well as additional exclusions and conditions.

You should check Your Policy Schedule to ensure that You have the Policy Products and the cover You require.

General Definitions That Apply To All Policy Products

Word	Meaning
Cover, Covered	means the benefit and protection provided by each type of Policy Product specified in Your Policy Schedule.
Communicable Disease	means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: <ol style="list-style-type: none"> the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property
Dry Hire	means when You hire out Your Mobile Plant or Motor Vehicle without providing Your employee or any person under Your direct control who is engaged or involved in the operation of Your Mobile Plant or Motor Vehicle.
Excess	means the amount specified in Your Policy Schedule You must pay as the first part of any claim unless otherwise stated under the provisions of any applicable Policy Product.
GST	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
Headings	when used in Your Policy, are purely descriptive in nature and are not intended to be used for interpretative purposes.
Input Tax Credit	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
Insurance Proposal	means the particulars of insurance completed by You, as Your application for insurance, and submitted to Us either in writing or electronically on which We rely to determine whether to provide You with a Policy, and if so, upon what terms and conditions.
Limit of Indemnity	means the amount(s) specified in Your Policy Schedule as the maximum amount up to which We will protect You for Your liabilities, subject to the application of any Excess.

National Transport Insurance	<p>means the joint venture of the following insurers in the proportions shown:</p> <p>Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 - 50%</p> <p>AAI Limited trading as Vero Insurance: ABN 48 005 297 807; AFSL 230859 - 50%</p> <p>This means that each insurer is only responsible for its half share.</p>
Policy	<p>means this document, Your Policy Schedule, the Policy Products, the Insurance Proposal, any declarations and statements You make to Us and any other notice We give You in writing, all to be read together. It does not include The Roadside Service.</p>
Policy Product	<p>means each type of Cover contained in this document. The Policy Products which apply to You are specified in Your Policy Schedule.</p>
Policy Schedule	<p>means the most current insurance details and attachments to them, issued to You by Us. It sets out Your Policy number, the Policy Products applying, Excess and any special conditions, endorsements and limits which apply to Your Policy.</p>
Period of Insurance	<p>means the period between and includes the dates in Your Policy Schedule shown as 'Insured From/To' during which We provide insurance under Your Policy.</p> <p>Your Policy expires on the date specified in Your Policy Schedule as the 'to' date at 4.00pm Local Standard Time (L.S.T.) of the State or Territory within the Commonwealth of Australia in which Our office issuing Your Policy is located.</p>
Sum Insured	<p>means the amount(s) specified in Your Policy Schedule for the specific item being insured, which will be the maximum amount We will pay, subject to the application of any Excess.</p>
Terrorism	<p>means an act, including but not limited to the use of force or violence (or the threat of force or violence), of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.</p>
We/Our/Ours/Us	<p>means National Transport Insurance that is administered on behalf of the insurers by its manager NTI Limited</p> <p>ABN 84 000 746 109 AFSL 237246.</p>
You/Your/Yours	<p>means the insured named in the Policy Schedule whose place of residence or if a company, whose place of incorporation, is within Australia or its external territories.</p>

Policy Product 1

Commercial Motor

The Cover

Summary of Cover			
Section 1 Own Damage	Applies to the settlement of any Claim if there is Accidental loss or damage to Your Motor Vehicle or it is stolen during the Period of Insurance.		
Section 2 Legal Liability to Third Parties	Provides Cover for Your liability to third parties for Personal Injury or Damage to Property that results from an Accident and arises from the use of Your Registered Motor Vehicle during the Period of Insurance. It will also provide Cover: a. for legal costs incurred by You with Our prior written consent in defending a claim for which there is Cover under Section 2 of this Policy; and b. to Your employer or a principal who has engaged You under contract, for damages caused in an Accident whilst Your Registered Motor Vehicle is being used on their behalf.		
Additional Benefits	These are automatically provided as outlined within each Section of this Policy Product 1.		
	Section 1	Section 2	Section 1 & 2
Optional Extensions	Optional extensions are available for purchase at extra cost for Section 1 or 2 or both. They only apply if they are listed in Your Policy Schedule.		
Section 3 Terrorism Loss or Damage	Applies to the settlement of Your claim if there is loss or damage to Your Motor Vehicle described in Section 3 as a result of Terrorism during the Period of Insurance.		

Definitions Specific To All Parts of Policy Product 1

Word	Meaning
Accident, Accidental	means an unintended, unforeseen, unlooked-for happening or mishap, which is not expected nor designed.
Agreed Value	means the amount(s) specified in Your Policy Schedule for the specific item being insured, which will be the maximum amount We will pay, subject to the application of any Excess.
Another Person	means an individual or number of individuals other than: <ol style="list-style-type: none"> You or any of Your relatives who ordinarily reside with You, or with whom You ordinarily reside; a person who is one of Your business partners or employees acting as same; or where You are a firm or corporation, a person who is a business partner, director, or employee of the firm or corporation.
B - Double	means a prime-mover towing two articulated trailers without the use of a Converter Dolly.
B - Triple	means a prime-mover towing three articulated trailers without the use of a Converter Dolly.
Combined Unit	means a towing Motor Vehicle with any number of attached towable trailers.
Converter Dolly	means an axle assembly equipped with a turntable used for the connection of two articulated trailers.
Dangerous Goods	means: <ol style="list-style-type: none"> dangerous goods classes as defined by the current Australian Dangerous Goods Code for the Transport of Dangerous Goods by Road and Rail (but for the purpose of this definition Dangerous Goods shall specifically exclude the following classes of Dangerous Goods: <ul style="list-style-type: none"> Class 6.2 - infectious substances and Class 7 - radioactive substances; and diesel.

Damage to Property	means physical damage to or destruction of tangible property including the loss of use thereof at any time resulting therefrom.
Extras	means the Motor Vehicle's: <ul style="list-style-type: none"> a. accessories (including built-in stereo/two way radio/refrigerator/ TV receiver/ telematics/electronic log book/dash cameras/ battery management system/electric charging cables); b. tools and spare parts that the manufacturer supplies as standard equipment; and c. tarps, gates, chains, chain dogs, and the like.
Market Value	means the value of Your Motor Vehicle exclusive of GST immediately prior to the Accident or theft using market prices and taking into consideration the age, specifications and condition of Your Motor Vehicle.
Mobile Plant	means: <ul style="list-style-type: none"> a. a backhoe, bulldozer, front endloader, forklift, other Mobile machinery/equipment, agricultural implement; or b. a non-motorised machine or implement, described in Your Policy Schedule.
Motor Vehicle(s)	means: <ul style="list-style-type: none"> a. any type of machine designed for use on land only, but not a tramway vehicle, locomotive and rolling stock (but this does not exclude a road going Motor Vehicle with 'wind down' rail wheels that may traverse railway lines); b. Mobile Plant; or c. a trailer, described in Your Policy Schedule.
Personal Injury	means, for the purposes of this Policy Product 1, bodily injury, death, sickness, disease, shock, fright, mental injury or mental anguish.
Portable Work Tools	means any of the following items used primarily for Your Business that are owned by You: <ul style="list-style-type: none"> a. portable power tools operated by a motor; b. manually operated hand held tools; c. portable electronics, mobile phones, laptops and the like; or d. portable surveying equipment.

Roadtrain	means a prime-mover towing two or more articulated trailers with the use of a Converter Dolly.
Tool of Trade	means the operation of Your Motor Vehicle whilst engaged in and undertaking its designed purpose of excavating, digging, grading, drilling, spraying, scraping, pumping, vacuuming, sucking, lifting, or like operations.
Total Loss	means where We have assessed that Your Motor Vehicle is destroyed or so damaged as to cease to be a Motor Vehicle.
Two Up Operation	means where Your Motor Vehicle is operated with more than one driver where those drivers share the driving during the course of the journey.
Watercraft	means a marine vessel normally intended to or designed to float, submerge or move in, on, through or under water.
Wet Hire	means when You hire out Your Mobile Plant and provide Your employee or any person under Your direct control who is engaged or involved in the operation of Your Mobile Plant.
Working Accessories	means the accessories that You own or lease that are normally attached to or in or on Your Motor Vehicle including buckets, chain trencher, hammer; pallet forks post hole borer, ramps, rippers; rock breaker, sweeper and laser.

Section 1

Own Damage



Important Notice

Section 1 of this Policy Product 1 does not provide Cover for loss or damage resulting from or in connection with or in response to any Terrorism (see General Exclusions That Apply To all Policy Products - 1. Terrorism). For any claim relating to loss or damage as a result of Terrorism to certain Motor Vehicle types, see Section 3 of this Policy Product 1.

The Cover

✔ What You Are Insured For in Section 1 of Policy Product 1

Own Damage

Subject to the terms of this Policy Product 1, the General Exclusions and Conditions that apply to all Policy Products and payment of any applicable Excess, We will pay for Accidental loss or damage to or theft of:

1. Your Motor Vehicle;
2. Your Extras whilst contained in/on or attached to Your Motor Vehicle; and
3. Your Working Accessories whether or not they are attached to Your Mobile Plant, occurring during the Period of Insurance.

Cover for Extras and Working Accessories is limited to a maximum of \$10,000 Sum Insured (for any one Motor Vehicle item) during any one Period of Insurance unless another amount is noted in Your Policy Schedule.

Settlement Clauses

1. How much do We pay for Own Damage

- a. Where Accidental loss or damage to, or theft of, Your Motor Vehicle or its Extras or Working Accessories occurs, We will decide whether to:
 - i. repair, reinstate or replace the damaged parts of Your Motor Vehicle, its Extras or Working Accessories;
 - ii. pay the amount of the loss or damage as reasonably determined or agreed by Us; or
 - iii. replace Your Motor Vehicle, its Extras and/or Working Accessories.
- b. As an additional benefit where You or Your employee operator/driver of Your Motor Vehicle (or a member of their immediate family) is injured and dies as a direct consequence of the Accident to Your Motor Vehicle We will provide You or Your legal personal representative with the option to replace the Motor Vehicle (that includes its Extras and/or Working Accessories), subject to Settlement clause 2 below, or cash settle based on Settlement clause 1.c. below.
- c. We will not pay any amount for Your Motor Vehicle (including its Extras and Working Accessories) under this Section 1 Cover exceeding:
 - i. the Market Value; or
 - ii. the Sum Insured,
 at the time of the loss or damage or theft, and whichever is the lesser amount.
- d. Notwithstanding sub-clause (c) above, If Agreed Value is shown in Your Policy Schedule against a Motor Vehicle item, the maximum We will pay is the Agreed Value.

2. New Motor Vehicle Replacement

If You choose to replace Your Motor Vehicle and depending on its type and age (as shown in the table below), We will either replace Your Motor Vehicle with:

- a. an equal model including stamp duty, delivery charges and registration fees (replacement cost) where an equal model is available; or
- b. an alternative make of Your choice equal to the value in (a) above.

Type of Motor Vehicle

Maximum Years

**All Motor Vehicles
(excluding those listed below)**

less than three years old from original registration date

Mobile Plant

less than two years old from new manufacture

Garbage compactor or concrete agitator truck, stock or tanker type trailer, concrete pump equipment or a custom built specialist application body type.

less than one year old from original registration date

Conditions for New Motor Vehicle Replacement

- a. The maximum We will pay is 120% of the Sum Insured.
 - b. If You elect not to replace Your Motor Vehicle (that includes its Extras and/or Working Accessories), or the equal model or alternate make is not available, then We will pay:
 - i. the Market Value; or
 - ii. the Sum Insured,
at the time of the loss or damage or theft, and whichever is the lesser amount.
 - c. When We pay for a Total Loss of Your Motor Vehicle, Cover will cease for that Motor Vehicle without refund of premium. If You are paying premium by instalments, We will deduct any remaining instalments from the claim settlement so that Your premium for the entire Period of Insurance of Your Policy is paid in full.
-

3. Finance Payout For Total Loss

- a. For the purposes of this Finance Payout Protection clause, Payout Amount means the amount owing at the time of the Accident under any lease, hire purchase or similar agreement to which Your Motor Vehicle is subject, but excluding arrears, penalties or charges owing or payable by You under those agreements.
- b. Where Your Motor Vehicle is subject to a lease, hire purchase or similar agreement and becomes a Total Loss during the Period of Insurance as a result of an Accident or theft and the Payout Amount is:
 - i. greater than the Market Value or Sum Insured (whichever the lesser), We will pay:
 - A. up to an additional 25% of either the Market Value or Sum Insured (whichever the lesser) for Your Motor Vehicle, where the Sum Insured or Market Value is no greater than \$2,000,000; or
 - B. no more than the Sum Insured or Market Value (whichever the lesser) for Your Motor Vehicle where the Sum Insured or Market Value exceeds \$2,000,000 (either as a single unit or as a Combined Unit); or
 - ii. less than both the Sum Insured or Market Value, We will pay up to the Sum Insured or the Market Value (whichever is the lesser).
- c. Notwithstanding sub clause (b) above, if Agreed Value is shown in Your Policy Schedule against a Motor Vehicle item, the maximum We will pay is the Agreed Value.

Limit of Cover

1. We will not pay more than:
 - a. The Sum Insured specified in Your Policy Schedule or in settlement clause 2 'new Motor Vehicle replacement' for any one Accident or theft of Your Motor Vehicle; or
 - b. The Sum Insured specified under the finance payout protection clause for any one Accident to Your Motor Vehicle.
2. If Agreed Value is shown in Your Policy Schedule against a Motor Vehicle item, the maximum We will pay is the Agreed Value.
3. We will not pay more than \$15,000,000 in aggregate under section 1 of this Policy Product 1 for all claims arising out of the same event Covered by section 1 of this Policy Product 1.

Recovery

1. **Motor vehicle recovery (excluding Mobile Plant)**
 - a. If We are liable to indemnify You under section 1 of this Policy Product 1 for loss or damage to Your Motor Vehicle We will pay the reasonable cost of protection and recovery of Your Motor Vehicle to:
 - i. The nearest authorised repairer or if You choose, to Your base of operations or a repairer of Your choice; or
 - ii. A place of safety,
 following loss or damage Covered by this Policy Product 1.
 - b. Recovery to Your base of operations or a repairer of Your choice is subject to Us first authorising or arranging the recovery transportation for the damaged Motor Vehicle.
 - c. Mobile Plant is excluded from the operation of this Recovery clause 1.
2. **Mobile plant recovery**
 - a. If We are liable to indemnify You under section 1 of this Policy Product 1 for loss or damage to Your Mobile Plant, We will pay for the reasonable and necessary costs incurred, with Our prior written consent, of:
 - i. Dismantling, recovering and transporting Your Mobile Plant for the purpose of repairing the damage;
 - ii. Returning Your Mobile Plant to where it is usually kept following the completion of the repair; and
 - iii. Protecting Your Mobile Plant from further damage pending repair.
 - b. Our liability under this Mobile Plant recovery clause will not exceed \$250,000 (unless another amount is noted in Your Policy Schedule) for any one Accident.

3. Mobile plant recovery/retrieval costs - no damage

- a. In the event of Your Mobile Plant becoming unintentionally immobilised in any physical situation in or about the site of any contract undertaken by You, the cost of recovery necessarily incurred and/ or withdrawal therefrom will be deemed to be loss or damage within the meaning of this Policy Product 1.
- b. The indemnity under this Recovery clause 3 is subject to these conditions:
 - i. Our liability for such cost will not exceed \$25,000 during the Period of Insurance;
 - ii. No amount is payable under this clause Recovery clause 3 if the immobilisation is a result of mechanical (which includes over-revving of the engine howsoever caused or incurred), or electrical or electronic events, any one of which results in breakdown, failure or malfunction of Your Mobile Plant;
 - iii. Where You provide Your own equipment, for the purposes of recovery, settlement will be at cost without allowance for profit; and
 - iv. Recovery of Your Mobile Plant provided in clauses (ii) and (iii) above does not extend to include salvage of any load carried at the time of the Accident.

4. Emergency avoidance - arrester bed

- a. In the event of Your Motor Vehicle becoming immobilised in an arrester bed or arrester lane as a result of Your attempt to avoid a possible Accident, We will provide cover for the reasonable cost of retrieval of Your Motor Vehicle, together with the cost of any rectification of the arrestor bed or arrestor lane.
- b. Any claim under this Recovery clause 4 is subject to an excess of \$1,000.

Automatic additional benefits to Section 1

Where We accept a valid claim under section 1 of this Policy Product 1 for loss or damage to Your Motor Vehicle the following additional benefits automatically apply.

For You or Your employed driver

1. Emergency accommodation and travel expenses (excluding Mobile Plant)

Working over 100km away from Your base of operations

What is covered

- a. Where Your Motor Vehicle (excluding Mobile Plant) is involved in an Accident or theft (outside a radius of 100 km from Your base of operations) that is Covered under section 1 of this Policy Product 1, We will also pay reasonable costs for:
 - i. Emergency temporary accommodation for You, or Your employee driver (and passenger if applicable) if Your Motor Vehicle was unroadworthy or unsafe to drive as a consequence of the Accident or theft; or
 - ii. Emergency travel expenses to return You, or Your employee driver/operator (and passenger if applicable) to the point of departure or, at Your option, to Your base of operations.

- b. This additional benefit is additional to the Sum Insured specified in Your Policy Schedule.
- c. We will pay up to \$3,000 per claim in total under this additional benefit.

✘ What is not covered

We will not pay this additional benefit if:

- a. We have not accepted Your claim for loss or damage under section 1 of this Policy Product 1;
- b. The Motor Vehicle was not being used in connection with Your business; or
- c. Your Motor Vehicle is Mobile Plant.

2. Employee's vehicles

✔ What is covered

- a. Your Policy Product 1 is extended to cover loss of, or damage to, a Motor Vehicle belonging to Your employee, while their Motor Vehicle is being used in connection with Your business and it is a sedan, 4wd, station wagon, van or utility.
- b. The maximum We will pay under this additional benefit is \$20,000 for any one Accident.
- c. As far as allowed by law, this additional benefit will only apply in excess of any amount for which Your employee is otherwise insured.
- d. Any claim under this additional benefit is subject to an excess of \$1,000.

✘ What is not covered

We will not pay this additional benefit if:

- a. We have not accepted Your claim for loss or damage under section 1 of this Policy Product 1;
- b. Your employee is using the vehicle for personal use;
- c. Your employee's Motor Vehicle is a goods carrying vehicle greater than 3.5 tonne GVM, trailer or Mobile Plant; or
- d. Cover is otherwise excluded by this Policy.

3. Novated lease

✔ What is covered

Cover under Policy Product 1 is extended to the Motor Vehicles of Your employees, their spouses and immediate family, which are the subject of a novated lease or similar agreement arranged by You and specifically agreed to be insured by You, and where such Motor Vehicles are specified in Your Policy Schedule.

✘ What is not covered

We will not pay this additional benefit if:

- a. We have not accepted Your claim for loss or damage under section 1 of this Policy Product 1; or
- b. The Motor Vehicle is not listed on Your Policy Schedule.

4. Operator/driver personal effects

✔ What is covered

- a. Our employee operator/driver’s personal effects for loss or damage that are not covered by either Your or their household contents or personal effects insurance Policy.
- b. We will pay up to a limit of up to \$3,000 for household contents or personal effects for any one employee, any one claim.
- c. This additional benefit is additional to the Sum Insured specified in Your Policy Schedule.

✘ What is not covered

We will not pay this additional benefit if:

- a. We have not accepted Your claim for loss or damage under section 1 of this Policy Product 1; or
- b. The personal effects are Portable Work Tools, computers, laptops, ipads, tablets, cash, money or jewellery.

5. Emergency taxi or rideshare expenses (excluding Mobile Plant)

✔ What is covered

- a. If Your Motor Vehicle (excluding Mobile Plant) is lost or damaged within 100km of Your home base as a result of an Accident which We Covered under section 1 of this Policy Product 1, We will reimburse You for Your taxi or ride share service fare from:
 - i. The location of the Accident;
 - ii. To and from Our authorised repairer when dropping off or collecting Your Motor Vehicle for repair.
- b. This additional benefit is only payable if We accept and pay a claim for loss or damage to Your Motor Vehicle.
- c. This additional benefit is additional to the Sum Insured specified in Your Policy Schedule.
- d. We will pay up to \$150 per claim under this additional benefit.

✘ What is not covered

We will not pay this additional benefit if:

- a. We have not accepted Your claim for loss or damage under section 1 of this Policy Product 1;
- b. You do not allow Us to arrange the repairs of Your Motor Vehicle;
- c. You are unable to provide Us with a receipt for payment of the taxi or ride share service fare; or
- d. Your Motor Vehicle is Mobile Plant.

6. Family expenses when operator/driver hospitalised

✔ What is covered

- a. At Your option, where Your employee operator/driver requires hospitalisation as a result of an Accident for which We accept a claim under this Policy Product 1, We will pay for the reasonable cost of transport and accommodation (within Australia only) incurred by the injured employee operator/driver's family member to get to the hospital.
- b. This additional benefit is additional to the Sum Insured specified in Your Policy Schedule.
- c. We will pay up to \$2,000 in total in any one Period of Insurance under this additional benefit.

✘ What is not covered

We will not pay this additional benefit if We have not accepted Your claim for loss or damage under section 1 of this Policy Product 1.

7. Operator/driver psychological and trauma counselling

✔ What is covered

- a. We will cover reasonable costs incurred by You or Your employees obtaining professional counselling as a result of trauma arising from an Accident involving a death or serious bodily injury.
- b. This additional benefit is additional to the Sum Insured specified in Your Policy Schedule.
- c. We will pay up to \$1,000 per claim in total under this additional benefit.

✘ What is not covered

We will not pay this additional benefit if:

- a. We have not accepted Your claim for loss or damage under section 1 of Policy Product 1;
- b. You do not allow Us to arrange these benefits; or
- c. Any costs incurred are covered by medicare or private health insurance for which We are not permitted by law to provide.

8. Modification for disablement - Motor Vehicle

✔ What is covered

- a. Where You or Your employee driver is permanently disabled in an Accident We accept as a valid claim under section 1 of this Policy Product 1, We will pay the reasonable costs of modifying Your Motor Vehicle, to enable it to be driven safely.
- b. This additional benefit is additional to the Sum Insured specified in Your Policy Schedule.
- c. We will pay up to \$10,000 per claim in total under this additional benefit.

✘ What is not covered

We will not pay this additional benefit if We have not accepted Your claim for loss or damage under section 1 of Policy Product 1.

9. Death away from home

✔ What is covered

- a. If Your employee operator/ driver dies in an Accident covered by this Policy Product 1, and the Accident occurs outside a radius of 100 kilometres from the point of departure, We will pay the transportation of the deceased to a location within Australia nominated by their next of kin.
- b. This additional benefit is additional to the Sum Insured specified in Your Policy Schedule.
- c. We will pay up to \$2,500 in total under this additional benefit.

✘ What is not covered

We will not pay this additional benefit if:

- a. We have not accepted Your claim for loss or damage under section 1 of Policy Product 1; or
- b. If the employee operator/driver has committed suicide.

10. Funeral expenses

✔ What is covered

- a. We will pay the associated burial or cremation costs if the employee operator/ driver of Your Motor Vehicle sustains a fatal injury during an Accident.
- b. We will also pay travel costs within Australia for any member of the deceased employee operator/driver's immediate family, to attend the burial or cremation, provided such death occurs within 12 months of the Accident.
- c. This additional benefit is additional to the Sum Insured specified in Your Policy Schedule.
- d. We will pay up to \$5,000 per claim in total under this additional benefit.
- e. This additional benefit will not be reduced by any Accident compensation payment.

✘ What is not covered

We will not pay this additional benefit if:

- a. We have not accepted Your claim for loss or damage under section 1 of Policy Product 1; or
- b. If the employee operator/driver has committed suicide.

For Your Motor Vehicle

11. Emergency repairs

✔ What is covered

You may carry out reasonable temporary repairs following Accidental loss or damage to a limit of \$5,000 without referral to Us, to return Your Motor Vehicle to a place of safety.

✘ What is not covered

We will not pay this additional benefit if:

- a. We have not accepted Your claim for loss or damage under section 1 of Policy Product 1;
- b. Your Cover option was Third party only; or
- c. You are unable to provide Us with a receipt for payment for emergency repairs.

12. Expediting expenses

✔ What is covered

- a. If We have authorised repairs, We will also pay for the reasonable costs incurred for express carriage rates and extra payment for overtime, night, sunday or holiday pay incurred, to repair Your Motor Vehicle.
- b. The most We will pay will be the lesser of up to 50% of the market cost for such services or \$25,000 in total, for any one claim.
- c. This additional benefit is included within the Sum Insured specified in Your Policy Schedule.

✘ What is not covered

We will not pay this additional benefit if We have not accepted Your claim for loss or damage under section 1 of Policy Product 1.

13. Hire Motor Vehicle after theft (excluding Mobile Plant)

✔ What is covered

- a. We will pay for the reasonable cost for a hire Motor Vehicle of same or similar GVM and configuration to Your Motor Vehicle for up to 15 days if Your Motor Vehicle (excluding Mobile Plant) is stolen and either is not found or is found but is not driveable.
- b. This additional benefit stops at the earlier of:
 - i. Your Motor Vehicle being returned undamaged;
 - ii. Your Motor Vehicle is repaired by Us and We return it to You; or
 - iii. Your claim is settled by Us.
- c. You are responsible for:
 - i. All running costs of the hire Motor Vehicle;
 - ii. Loss or damage to the hire Motor Vehicle; and

- iii. Liability arising from the use of the hire Motor Vehicle.
- d. This additional benefit is additional to the Sum Insured specified in Your Policy Schedule.
- e. We will not pay more than \$5,000 for any one claim subject to a maximum of \$350 per day.

✘ What is not covered

We will not pay this additional benefit if:

- a. We have not accepted Your claim for loss or damage under section 1 of Policy Product 1,
- b. Your Cover option was Third party only; or
- c. Your Motor Vehicle is Mobile Plant.

14. Locks and keys

✔ What is covered

- a. We will pay the reasonable cost of replacing the keys, remote-control device or re-coding Your Motor Vehicle's locks, or having Your spare keys or remote-control device delivered via courier or driver service (if that delivery occurs within 150km from Your normal base of operations), if during the Period of Insurance:
 - i. The keys or remote-control device have been stolen (even if Your Motor Vehicle was not); and
 - ii. The keys may have been duplicated and there are reasonable grounds to believe so.
- b. This additional benefit is included within the Sum Insured specified in Your Policy Schedule.
- c. We will pay up to \$5,000 in total for any one claim under this additional benefit, subject to the applicable Excess payable for this Motor Vehicle.

✘ What is not covered

We will not pay this additional benefit if We have not accepted Your claim for loss or damage under section 1 of Policy Product 1.

15. Maritime liability

✔ What is covered

- a. Where Your Motor Vehicle is being transported by sea between Australian ports, We will cover You for Your contribution for Your Motor Vehicle if "General Average" is declared.
- b. General Average is declared when goods or cargo are thrown overboard or other steps are taken to safeguard the vessel and the remaining property on the vessel 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.
- c. This additional benefit is additional to the Sum Insured specified in Your Policy Schedule.

✘ What is not covered

We will not pay this additional benefit if We have not accepted Your claim for loss or damage under section 1 of Policy Product 1.

16. Reward costs

✔ What is covered

- a. If Your Motor Vehicle is stolen and You have obtained Our prior written consent to offer a reward, We will pay for the reward offered if it results in the recovery of Your Motor Vehicle.
- b. This additional benefit is additional to the Sum Insured specified in Your Policy Schedule.
- c. The maximum We will pay for any one theft claim will not exceed \$5,000 for all reward offers made.

✘ What is not covered

We will not pay this additional benefit if:

- a. We have not accepted Your claim for loss or damage under section 1 of Policy Product; or
- b. You have not obtained Our written consent prior to paying or offering a reward.

17. Return of Motor Vehicle

✔ What is covered

- a. If Your Motor Vehicle is damaged or stolen, We will pay the reasonable cost of returning it to Your usual place of garaging/following its repair or its recovery after a theft.
- b. This additional benefit is additional to the Sum Insured specified in Your Policy Schedule.
- c. We will pay up to \$5,000 in total for any one claim.

✘ What is not covered

We will not pay this additional benefit if We have not accepted Your claim for loss or damage under section 1 of Policy Product 1.

18. Signwriting

✔ What is covered

Where Your Motor Vehicle is repairable, We will pay for the reasonable cost of reinstatement of existing signwriting and artwork existing at the time of the loss or damage.

✘ What is not covered

We will not pay this additional benefit if We have not accepted Your claim for loss or damage under section 1 of Policy Product 1.

19. Uninsured two wheel or box trailer

✔ What is covered

- a. When Your two wheel trailer or box trailer is attached to or being towed by Your Motor Vehicle, We will cover loss or damage to Your trailer caused by an Accident during the Period of Insurance.
- b. This additional benefit is additional to the Sum Insured specified in Your Policy Schedule.
- c. We will pay up to the Market Value for this trailer, limited to a maximum \$2,000.
- d. No excess will apply to claims accepted under this additional benefit.

✘ What is not covered

We will not pay this additional benefit if:

- a. We have not accepted Your claim for loss or damage under section 1; or
- b. The two wheel or box trailer has a Market Value in excess of \$2,000.

For Your Mobile Plant

20. Dry Hire - Mobile Plant

✔ What is covered

If Your Mobile Plant is on Dry Hire, exclusion 7 (hire, lease or loan to a third party) in the 'exclusions that apply to all sections of this Policy Product 1' is deleted, provided that a written hire agreement is in place and is not subject to any terms that prevent Us claiming from the hirer or conditions that restrict Our right of recovery for loss or damage under section 1 of this Policy Product 1.

✘ What is not covered

This additional benefit excludes theft of Your Mobile Plant by the hirer or the failure of the hirer to return Your Mobile Plant to You.

21. Appreciation/escalation

✔ What is covered

- a. We will increase the Sum Insured of Your Mobile Plant equivalent to the appreciation of Your Mobile Plant's Market Value during the Period of Insurance, by a value no greater than 25% of the Sum Insured, provided that:
 - i. The Sum Insured was the same as Your Mobile Plant's Market Value at the start of the Period of Insurance; and
 - ii. The Market Value immediately prior to the Accident or theft exceeded the Sum Insured.
- b. Any appreciated value payable under this additional benefit is subject to payment of an additional premium by You, as calculated by Us which will be based on the increased Sum Insured for the Mobile Plant in question. In all other respects, the section 1 settlement clause 'how We will settle Your claim' continues to apply.

✘ What is not covered

We will not pay this additional benefit if We have not accepted Your claim for loss or damage under section 1 of Policy Product 1.

22. Fire suppression system recharge

✔ What is covered

- a. Where We have accepted a claim for damage to Your Mobile Plant as a result of a fire that also involved the discharge of the automatic fire suppression system, We will pay up to a maximum of \$1,500 toward recharging this system for each unit of Mobile Plant, per Period of Insurance.
- b. Where Your Mobile Plant is declared a Total Loss, this additional benefit will not apply.

✘ What is not covered

We will not pay this additional benefit if:

- a. We have not accepted Your claim for loss or damage under section 1 of Policy Product 1; or
- b. Your Mobile Plant is declared a Total Loss.

Optional extensions to Section 1

The following optional extensions are available at extra cost and are not automatically applicable and will only apply if they are noted in Your Policy Schedule against one of the Motor Vehicle items.

All optional extensions are subject to all of the other terms, conditions, exclusions, and definitions of the Policy.

1. Windscreen or window glass - one Excess free claim

- a. We will pay for the repair or replacement of a broken windscreen or window glass on Your Motor Vehicle without Excess, provided no other loss or damage has occurred.
- b. We will only waive the Excess for one breakage for each Motor Vehicle during the Period of Insurance.
- c. This cover only applies if this optional extension is shown against a Motor Vehicle noted in Your Policy Schedule.

2. Rigid truck rental - 7 days

- a. Where Your Motor Vehicle is a rigid body truck that sustains loss or damage Covered under section 1 of this Policy Product 1, We will also cover You for the reasonable cost necessarily incurred to hire-in a rigid truck with the same or similar GVM and configuration.
- b. We will pay up to a limit of \$250 per day for a period of seven (7) days, subject to a maximum payment of \$1,750.

- c. We will not cover You once Your rigid body truck has been repaired, replaced or when We cash settle Your claim, whichever occurs first.
- d. It is a condition of this cover that We arrange the hire provider (if available).
- e. We will not pay:
 - i. If Your Motor Vehicle is stolen;
 - ii. If Your Motor Vehicle is not a rigid body truck;
 - iii. For a hire period more than seven (7) days in total;
 - iv. The running costs of the rental truck;
 - v. For loss or damage to the rental truck, including any damage excess payable to the hire company;
 - vi. For liability to third parties arising from Your use of the rental truck; or
 - vii. For any other non-rental costs which You may be liable to pay for under a hire agreement.

Specific Exclusions That Apply to Section 1 of this Policy Product 1

The following exclusions apply only to Section 1 (Own Damage). We will not pay and there is **no Cover** for:

1. Depreciation, Deterioration and Faulty Design or Workmanship

Loss, damage, or resultant mechanical damage to Your Motor Vehicle as the result of:

- a. depreciation, ordinary wear and tear, metal fatigue or corrosion;
- b. deterioration resulting from atmospheric conditions; or
- c. faulty design or workmanship.

However, with the exception of resultant mechanical damage, We will cover loss or damage to Your Motor Vehicle resulting directly from an Accident or fire caused by such failure as stated above.

2. Mechanical Events

Loss, damage, or resultant mechanical damage to Your Motor Vehicle as the result of:

- a. mechanical events, which includes but is not limited to over-revving of the engine however that may have been caused;
- b. structural failure events; or
- c. electrical or electronic events.

However, with the exception of resultant mechanical damage, We will cover loss or damage to Your Motor Vehicle resulting directly from an Accident or fire caused by such a failure as stated above.

3. Drill Shaft/Bit

Loss or damage to the drill shaft or bit of any drilling rig or machine, whilst in use drilling:

- a. into or below ground; or
- b. below the surface level.

4. Equipment in Use

Loss or damage to the blades, cutting discs, grinders, hammers, pulverizing and crushing surfacer, screens, sieves, belts, chains or conveyor belts, or like equipment, being part of Your Motor Vehicle, whilst in use.

5. Setting Of Concrete/Bitumen

Loss or damage to Your Motor Vehicle or Your concrete agitator barrel, bowl, or concrete pump caused by the setting or hardening of any concrete, bitumen or similar products being carried at the time of the loss, unless You have taken all reasonable steps to remove the concrete, bitumen or similar product from Your concrete agitator barrel, bowl, or concrete pump.

6. Tyre And Track Damage

Loss or damage caused to Your Motor Vehicle's:

- a. tyres by brake application, road cuts, punctures, bursts, blowouts or shredding of tread; or
- b. rubber tracks (of Mobile Plant) through cuts or ruptures

unless there is other damage to Your Motor Vehicle that is Covered under Section 1 of this Policy Product 1.

7. Your Consequential Loss

Loss incurred by You as the result of not being able to use Your Motor Vehicle as a result of Accidental loss or theft.

8. Obsolete Parts

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

9. Voluntary Parting With Possession or Title

Loss or damage to Your Motor Vehicle by You or any person acting on Your behalf or with Your authority transferring the title to or parting with the possession of Your Motor Vehicle that occurs;

- a. voluntarily; or
- b. induced by any
 - i. fraudulent scheme, trick or false pretence; or
 - ii. fraudulent business transaction.

10. Incorrect Additive

Loss or damage to Your Motor Vehicle caused by the incorrect application or use of an additive.

Note: Additional Exclusions apply. The General Exclusions that apply to all Policy Products and the Exclusions that apply to all Sections of this Policy Product 1 also apply.

Additional Mobile Plant Exclusions that apply to Section 1 of this Policy Product 1

The following additional exclusions also apply to Section 1 (Own Damage) for Your Mobile Plant.

We **will not** pay and there is **no Cover** for:

1. Alterations/Improvements

The cost of any alterations, improvements or overhauls of Your Mobile Plant during repair.

2. Tidal Movement

Loss or damage to Your Mobile Plant due to its total or partial immersion in tidal waters unless:

- a. You took all reasonable steps to minimise the loss or damage; and
- b. Your Mobile Plant was not left unattended in a tidal zone.

3. Plant on Watercraft

Loss or damage to Your Mobile Plant;

- a. during loading to, or unloading from;
- b. whilst working upon; or
- c. being used as a Tool of Trade on,

any waterborne vessel or craft, unless We have agreed in writing.

4. Periodic/Replaceable parts

The cost of parts requiring periodic or frequent replacement, repair or maintenance where such costs are incurred as a result of the inherent consumable or replacement nature of the parts unless their repair or replacement was caused by an Accident for which there is Cover under Section 1 of this Policy Product 1.

5. Failure to Note Your Interest on Mobile Plant on the Personal Property Securities Act Register

Loss or Damage to Your Mobile Plant where;

- a. a liquidator, administrator or receiver of the hirer of Your Mobile Plant takes possession of Your Mobile Plant; and
- a. You have failed to register Your interest on Your Mobile Plant under the Personal Property Securities Act 2009 (Com).

Section 2

Legal Liability to Third Parties



Important Notice

Section 2 of this Policy Product 1 does not Cover Public and Products Liability, Section 2 does not Cover liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with or any response to any Terrorism (declared or not declared) regardless of any other cause or event contributing concurrently or in any other sequence to the legal liability, including action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism (see General Exclusions That Apply To all Policy Products 1. Terrorism).

Specific Definition That Applies Only to Section 2 of Policy Product 1

Word	Meaning
Registered Motor Vehicle	<p>We mean:</p> <ol style="list-style-type: none"> Your Motor Vehicle that is registered with a road or traffic authority for use on public roads and public spaces; or Your Motor Vehicle that is not ordinarily required to be registered at law but is issued with a temporary permit (or the like) by a road or traffic authority, for and whilst being used on a public road or a public place.

✔ What You Are Insured For in Section 2 of Policy Product 1

1. Indemnity

We will indemnify You up to the Limit of Indemnity as specified in Your Policy Schedule (subject to the limits in clauses 3 and 4 of this Section 2 Cover) for any amount which You are held legally responsible to pay as compensation for:

- a. Personal Injury directly to Another Person; and
- b. Damage to Property of Another Person,

as a result of an Accident occurring during the Period of Insurance caused:

- i. by You using Your Registered Motor Vehicle;
- ii. by and during loading or unloading merchandise onto or off Your Registered Motor Vehicle direct to or from a fixed place of rest beside Your Registered Motor Vehicle; or
- iii. by an object or equipment/ components of Your Registered Motor Vehicle, falling on, in or from Your Registered Motor Vehicle.

2. Indemnity to others

We will also indemnify:

- a. You and Your employee; and
- b. any person You have authorised to drive Your Motor Vehicle who is not otherwise entitled to indemnity under this Policy,

for liability to pay compensation to Another Person for a valid claim under this Section 2 of this Policy Product 1 where Your employee or the authorised person is driving, using or in charge of Your Registered Motor Vehicle:

- i. with Your express permission and authority; and
- ii. on a journey that is approved and authorised by You.

3. Non Dangerous Goods

a. Carrying liability

Where the goods carried on Your Registered Motor Vehicle are not Dangerous Goods, the Limit of Indemnity is up to \$50,000,000 in total (unless another amount specified in Your Policy Schedule) but subject to the limit for 'Removal of non-dangerous debris' in clause 3(b).

b. Removal of non-dangerous debris

Where costs, charges and expenses have necessarily and reasonably been incurred to clean up and remove any non-dangerous debris, being an object that has fallen from Your Registered Motor Vehicle as a result of an Accident, where You are entitled to a claim (whether made / or not made) under any applicable Cargo Transit, Goods in Transit or Carrier's Liability Insurance over Your cargo

(which includes the application of any Excess under those policies) for removal of the same debris, there would remain an amount in excess of a claimable settlement amount (excess loss amount) for which You still incur a loss, We will pay any excess loss amount up to \$25,000 arising out of that Accident.

4. Dangerous Goods

a. Carrying Liability Cover

- i. Cover for the carriage of any substances or articles declared by any statute, regulation, industry code or regulatory authority to be Dangerous Goods (including diesel) of a quantity that requires the load to be a placard load, is excluded under Your Policy (See Exclusion 20 of the Exclusions that apply to all Sections of Policy Product 1).
- ii. Notwithstanding clause 4(a)(i), where Your Registered Motor Vehicle's quantity of Dangerous Goods (including diesel) carried is less than the quantity that requires the load to be a placard load, We will indemnify You for Accidental loss or damage in total for any loss / any one Combined Unit up to a limit of \$1,250,000, subject to the Limit of Indemnity for asbestos in clause 4.(b)(iii) - Clean up - Asbestos.
- iii. Dangerous Goods declared by statute, regulation, industry code or regulatory authority to be too dangerous to transport by road are expressly excluded from Cover under this clause 4.

b. Clean up

- i. **Public Authority Costs:** Within the Limit of Indemnity in clause 4.(a) above, We will indemnify You for the costs, charges and expenses incurred by or on behalf of a public authority for administration of the cleaning up and removal of an Accidental escape of contained Dangerous Goods indemnified by this clause 4 and not otherwise excluded under Exclusion 20 of the Exclusions that apply to all Sections of Policy Product 1.
- ii. **Removal of Dangerous Goods debris costs:** Where costs, charges and expenses have also been incurred for the cleaning up and removal of Your load indemnified under paragraph 4.(a)(ii) as a result of an Accident and You are entitled to a claim (whether made/or not made) under any applicable Cargo Transit , Goods In Transit or Carriers Liability Insurance covering removal of Your load (which includes the application of any Excess under those policies), there would remain an amount in excess of a claimable settlement amount (excess loss amount) for which You still incur a loss, We will indemnify You for that excess loss amount within the Limit of Indemnity in clause 4.(a)(ii).
- iii. **Asbestos:** Notwithstanding Specific Exclusion 5 that applies only to Section 2 of this Policy Product 1, where the Dangerous Goods are asbestos, We will pay for any public authority costs and removal of Dangerous Goods debris costs in accordance with this clause 4, but limited to a maximum indemnity of \$250,000.

5. Limit of Liability

In respect of any one claim or series of claims arising from any one Accident, Our total liability (inclusive of all costs, charges and expenses) under this Section 2 will not exceed:

- \$50,000,000 as the Limit of Indemnity for the carriage of non-Dangerous Goods (unless another amount is shown in Your Policy Schedule); or
- \$1,250,000 (unless another amount is shown in Your Policy Schedule) as the Limit of Indemnity for the carriage of Dangerous Goods (not otherwise excluded under Exclusion 20 of the Exclusions that apply to all Sections of Policy Product 1); or
- as otherwise limited in clauses 3 and 4 of this Section 2 Cover.

6. Defence Costs

We agree that by giving Our prior written consent We will in addition reimburse You for the costs and expenses of the defence of any claim for which You would be indemnified under Section 2 of this Policy Product 1.

If the total amount required to settle the claim, (or discharge the judgment for damages) exceeds the applicable Limit of Indemnity (or the Limit of Indemnity under the relevant clauses 3 or 4 of Section 2 of this Policy Product 1) We will only pay a proportion of Your legal costs, being the proportion that the Limit of Indemnity represents to the total amount required to settle the claim, (or discharge the judgment for damages). We will not pay more than Your total defence costs.

7. Principal or Employer Indemnity

We **will indemnify** Your employer or any person who as principal has engaged You under a contract, (under the terms of Section 2 of this Policy Product 1) for damages occurring during the Period of Insurance, which are caused by You and arising out of using Your Registered Motor Vehicle on their behalf.

Automatic Additional Cover for Section 2

1. Car Parks clause

We will not apply Exclusion 1(b) of the Specific Exclusions that Apply Only to Section 2 of Policy Product 1 relating to Damage to Property, to Motor Vehicles belonging to employees or visitors, contained within the confines of Your car park (or parked within its immediate vicinity) on property owned or operated by You.

2. Cross liability

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

3. Contract Drivers

- a. Subject to clause 3(b) of this Automatic Additional Cover, where there is a valid claim under Section 2 of this Policy Product 1, if Your Registered Motor Vehicle is driven by, used by or in the charge of a subcontract driver or a driver supplied by a labour hire company We will indemnify that driver for liability to pay compensation to Another Person provided that the subcontract driver or driver supplied by a labour hire company is driving, using or in charge of Your Registered Motor Vehicle:
 - i. with Your express permission and authority; and
 - ii. on a journey that is approved and authorised by You.
- b. To the extent permitted by law, this Automatic Additional Cover is not available if the driver of Your Registered Motor Vehicle is a subcontract driver or a driver supplied by a labour hire company who is separately insured under a Motor Vehicle, Mobile Plant or Public Liability insurance Policy that provides indemnity for a claim to pay compensation to Another Person.

4. Disabled Motor Vehicle Under Tow

Notwithstanding Exclusion 1(b) of the Specific Exclusions that Apply Only to Section 2 of Policy Product 1, We will Cover You for loss or damage to any disabled Motor Vehicle resulting from being towed by Your Registered Motor Vehicle provided You are not towing the disabled Motor Vehicle for reward or financial gain.

5. Fire, Police and Emergency Services

Where there is a valid claim under this Policy Product 1, We will Cover You up to a limit of \$25,000 per Accident for all costs charged by the following authorities as a result of loss and damage involving Your Motor Vehicle resulting in the attendance of members of any of:

- a. the fire brigade;
- b. the police; or
- c. other emergency service personnel,

but there is no Cover for Public Authority Costs for the administration of the clean-up of Dangerous Goods debris as provided under clause 4(b)(i) Dangerous Goods Clean up – Public Authority Costs of Section 2 Cover of this Policy Product 1.

6. First Aid Costs

We will pay up to \$2,500 toward expenses not Covered by statutory insurance for first aid cost to Another Person who suffered Personal Injury resulting from an Accident involving Your Registered Motor Vehicle.

7. Motor Vehicle Being Test Driven

If a motor vehicle is being demonstrated or test driven by You, or Your employee driver with Your consent, We will Cover Your legal liability:

- a. for loss or damage to or theft of that motor vehicle; or
- b. to Another Person for Personal Injury or Damage to Property in connection with the use of that motor vehicle, which occurs during the Period of Insurance. We will not pay more than:

- i. \$100,000 for any claim for loss or damage to or theft of that motor vehicle; or
- ii. the Limit of Indemnity under Section 2 of this Policy Product 1 for all liability, including costs and expenses.

No Excess is payable for a claim under this Automatic Additional Cover.

To the extent permitted by law, this Automatic Additional Cover is not available if the motor vehicle test driven is separately insured under another Motor vehicle, Mobile Plant or Fleet Policy.

This Policy's coverage, exclusions and conditions continue to apply to this Automatic Additional Cover.

8. Substitute Motor Vehicle and Mobile Plant

Section 2 Cover is extended to Cover Your liability arising from the use of registered Motor Vehicle and registered Mobile Plant in connection with Your business that You do not own but have in Your possession as a substitute for Your Motor Vehicle or Mobile Plant whilst undergoing repair or service.

Section 2 Cover and its exclusions as well as the Policy terms, conditions and exclusions (including the Tool of Trade exclusion) continue to apply to this Automatic Additional Cover.

Specific Claim Condition That Applies Only to Section 2 of this Policy Product 1

Medicare Notification

We will notify Medicare under the Health and Other Services (Compensation) Act 1995, where any payment is due or claim for compensation is lodged. If a Commonwealth issued 'Notice of Charge' deems an amount is due to the Commonwealth, that amount will be paid to the Commonwealth prior to and net of any further compensation payment being made.

Specific Exclusions That Apply Only To Section 2 of this Policy Product 1

The following exclusions apply only to Section 2 (Legal Liability to Third Parties). We will not pay and there is **no Cover**:

1. Property in Your Physical or Legal Control

- a. if the property damaged is owned by You;
- b. if the property damaged is in Your physical or legal control, but this specific exclusion does not apply to Your liability for property damage to premises leased or rented by You for Your business caused by Your Registered Motor Vehicle; or
- c. for any liability for loss of use arising out of or from loss or damage to any property in Your physical or legal control.

2. Delivery or Collection Away From the Registered Motor Vehicle

For any liability arising or occurring beyond the limits of a carriageway or thoroughfare declared a designated road, whilst merchandise is being delivered away from, or collected and being conveyed to, Your Registered Motor Vehicle.

3. Motor Vehicle Liability

- a. for any claim for Personal Injury caused by or arising directly or indirectly out of or in any way connected with the ownership, possession, operation, driving or use of any:
 - i. Registered Motor Vehicle where You or any person using Your Registered Motor Vehicle has or is entitled to be indemnified wholly or partially by any compulsory statutory insurance scheme or Accident compensation scheme; or
 - ii. Motor Vehicle where You or any person using Your Motor Vehicle would have been entitled wholly or partially to be indemnified by any compulsory statutory insurance scheme or Accident compensation scheme but as a result of a breach of a term or condition of such a scheme or the failure to:
 - A. register and/or acquire such insurance for Your Motor Vehicle;
 - B. comply with term or condition of such a scheme; or
 - C. lodge a claim under such a scheme, or lodge a claim under that scheme within the time limits required for lodgement;
 such indemnity has been refused, declined or abolished.
- b. for any claim for Personal Injury arising out of or in any way connected with a defect in Your Registered Motor Vehicle (or in a registered motor vehicle or a registered mobile plant).

Note: However if at the time the Personal Injury occurs Your Registered Motor Vehicle is a:

- i. Queensland Registered Motor Vehicle, or
- ii. New South Wales Registered Motor Vehicle.

We will only pay if the defect in Your Queensland or New South Wales Registered Motor Vehicle does not cause loss of control of that Registered Motor Vehicle while it is being driven.

- c. for any claim for Personal Injury arising out of the use of any Registered Motor Vehicle adapted to and running on rail or tram tracks.
- d. for any claim for Personal Injury arising out of the use of any Queensland registered Mobile Plant, and the Personal Injury occurs whilst such registered Mobile Plant is on land designated as a road according to law.
- e. for any claim for Personal Injury arising out of the use of any trailer registered in Queensland or New South Wales whilst that registered trailer is being towed by a registered motorised vehicle or is running out of control having become detached Accidentally from a registered motorised vehicle at the time the Personal Injury occurs.

- f. for any claim for Personal Injury arising out of the use of or in connection with Your Registered Motor Vehicle, if Your Motor Vehicle is registered in the Northern Territory.
- g. for any claim for Personal Injury arising out of the use of any Your Registered Motor Vehicle as, or as part of, a show, carnival or festival attraction or as a parade float or for any similar use or activity.
- h. for any amount:
 - i. which is in excess of or below any monetary or other limitations or threshold amount imposed by law; or
 - ii. which by operation of law is otherwise not Covered or for which there is no entitlement to indemnity.

4. Employer Liability

- a. for any liability for Personal Injury for which insurance against such liability (whether the insurance is limited in amount or not) is required pursuant to any workers' compensation, Accident compensation or similar legislation in respect of Personal Injury to an employee or a person deemed to be Your employee by such legislation;
- b. for any other liability imposed by the provisions of:
 - i. any workers' compensation, Accident compensation or similar legislation; or
 - ii. any industrial award or agreement or determination or any contract of employment or workplace agreement; or
- c. for any claim, including loss of consortium, in respect of or arising out of, the death of or bodily injury to any employee of Yours (which expression includes any person engaged under a contract of service or apprenticeship with You) where same arises out of or in the course of the person's employment with You.

5. Asbestos

For liability arising out of any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity, except as allowed in Cover clause 4(b)(iii) of Section 2 of this Policy Product 1 (Dangerous Goods - Clean up - Asbestos).

6. Aviation Activities

For any liability arising directly or indirectly by, through or from the use of Your Registered Motor Vehicle;

- a. in any aviation activity;
- b. in any activity either within or on airport taxi-ways, aircraft mooring, apron, hangar, landing grounds, tarmac or the like; or
- c. on any temporary landing ground.

7. Liability Under Agreement

For liability accepted by You under any contract, warranty, undertaking or agreement, unless You would have been liable regardless of the contract, warranty, undertaking or agreement.

Note: However, this exclusion does not apply to liability assumed by You under any written contract with any railway authority for the loading, unloading or transport of cargo, including contracts relating to the operation of railway sidings caused by Your Motor Vehicle.

8. Tool of Trade

For liability incurred or caused by the use of Your Motor Vehicle as a mechanical Tool of Trade.

Note: However this Exclusion will not apply where:

- a. a crane arm attached to Your goods carrying Registered Motor Vehicle is used for the purpose of loading or unloading merchandise (see the Cover clause 1(b)(ii) of Section 2 of this Policy Product 1).

Note: this exception to Exclusion 8a. does not apply to any liability for loss or damage to the merchandise attached to the crane arm which is excluded from Cover; or

- b. a pumping device attached to Your goods carrying Registered Motor Vehicle has been used to unload freight to a storage container, where that freight being pumped is either powdered, or a liquid not manufactured to normally alter or progress to a solid phase.

Note: Additional Exclusions apply. The General Exclusions that apply to all Policy Products and the Exclusions that apply to all Sections of this Policy Product 1 also apply to this Section 2.

Extensions to Sections 1 and 2 of Policy Product 1 - Automatic Benefits

1. Automatic Inclusion of Additional Motor Vehicle

Any additional and/or replacement Motor Vehicle acquired during the Period of Insurance of this Policy Product 1, whether on a permanent or temporary basis, is automatically held Covered under this Policy from the time You become legally responsible for it, provided:

- a. such addition is notified to Us within 45 days of acquisition;
- b. the Motor Vehicle is of a like and similar kind to those already insured by this Policy Product 1;
- c. the Motor Vehicle is used in similar operations to Your existing business;
- d. You supply any supporting risk information as We may reasonably require;
- e. the Excess payable on the newly acquired Motor Vehicle will be the same as the Excess for a like and similar kind of Motor Vehicle currently insured by this Policy; and
- f. the required additional premium is paid.

For a Motor Vehicle with a Market Value in excess of \$500,000, the Sum Insured under Section 1 of this Policy Product 1 will be limited to \$500,000.

2. Accidental Overweight

Exclusion 3(b) of the Exclusions That Apply To All Sections of this Policy Product 1 will not apply where You prove to Us that such excess weight was Accidental and could not reasonably be known, detected or prevented by You.

3. Acquired Companies

Your Policy Product 1 extends to include any company, subsidiary or firm formed, purchased or acquired by You during the Period of Insurance on condition that:

- a. You hold the legal right to control the decisions of such company, subsidiary or firm;
- b. You advise Us of Your interest in such company or firm not later than 45 days from the date of attachment of such interest;
- c. You declare to Us the details of all additional reasonable information requested and a Schedule of the acquired Motor Vehicle(s) to be insured;
- d. the acquired company is of a similar nature and operation to Your existing business; and
- e. You pay the additional premium We assess as applicable.

We reserve the right to consider, Cover and price each acquired company on its own merits.

4. Additional Interests

- a. Your Policy Product 1 extends to include the interests of lessors, financiers, trustees, mortgagees, owners and other parties financially interested in the Motor Vehicle, the nature and extent of such interest to be disclosed in the event of loss, damage or liability.
- b. Where this Policy Product 1 Covers the interest of more than one party, any act or neglect of an individual party will not prejudice the rights of the remaining party/ parties provided the remaining parties will on becoming aware of any act or neglect whereby the risk of loss, damage or liability has increased, give notice in writing to Us.
- c. Each party is bound to the terms, conditions and exclusions of the Policy.

5. Trailer in Control (Non-owned trailer)

Notwithstanding Specific Exclusion 1(b) in Section 2 of this Policy Product 1, We will provide Cover for a single trailer that is used in connection with a prime mover or a rigid body truck insured under this Policy. Your Policy is extended as follows:

Section 1

- a. You are indemnified for loss or damage to a single trailer which is not owned, mortgaged, leased, rented or on hire by You, whilst such trailer is in Your lawful custody or control, and is being used by You in conjunction with Your business.
- b. The basis of indemnity will be in accordance with the Settlement clause 'How Much do We pay for Own Damage' under Section 1 of this Policy Product 1 but for no more than a maximum of \$75,000 (unless another amount is noted in Your Policy Schedule).

- c. The Settlement clauses 'New Motor Vehicle Replacement' and 'Finance Payout for Total Loss' in 'How Much do We pay for Own Damage' in Section 1 of this Policy Product 1 ' do not apply to this Automatic Benefit.

Section 2

Further:

- a. Section 2 of this Policy Product 1 is extended to indemnify You in the event of a loss of use claim by the owner of the trailer, (but not by You or any other party who is not the owner of the trailer), following loss or damage indemnified in a claim under Section 1 of this Policy Product 1 under this Automatic Benefit.
- b. Section 2 of Policy Product 1 applies to the non owned trailer provided there is no entitlement to Cover under any compulsory statutory insurance or any other specific insurance Policy taken out by the owner of the trailer.
- c. The Policy Excess for trailers will apply, subject to a minimum Excess of \$2,500.
- d. Where Cover is required for more than one single trailer, You are not Covered unless You notify Us and We agree. We may for that purpose require an additional premium and/or compliance with additional terms and conditions.
- e. In all other respects, the Policy terms, exclusions and conditions continue to apply to this Automatic Benefit.

6. Agitator in Control - Material Damage

Notwithstanding Section 2 Specific Exclusion 1(b) of Policy Product (Property in Your Physical or Legal Control), where Your Policy Schedule for Policy Product 1 notes a Concrete Agitator, We will indemnify You for loss or damage to any Agitator Bowl which is not owned, mortgaged, leased or on hire by You, whilst such Agitator Bowl is in Your lawful custody or control and is being used by You in conjunction with Your business, whether it is attached to Your Motor Vehicle or not at the time.

In the event that a new replacement Agitator Bowl has to be purchased, the maximum We will pay for the supply and installation of a new agitator bowl is \$60,000. If the agitator is economically repairable, We will cover the reasonable cost of repair up to a maximum amount of \$60,000.

In all other respects the Policy terms, exclusions and conditions continue to apply to this Automatic Benefit.

Section 3

Terrorism Loss or Damage



Important Notice

General Exclusion 1 “Terrorism” that applies to all Policy Products does not apply to Section 3 of this Policy Product 1.

This Section does not apply to and there is no Cover for plant and equipment used in mining and construction activities that would not ordinarily be registered to travel by road. For the purposes of this Section 3, Your Motor Vehicle also includes its Extras and Working Accessories.

The Cover

We will pay for loss or damage to Your Motor Vehicle as a result of Terrorism if there has been a declaration by the responsible Minister pursuant to the Terrorism and Cyclone Insurance Act 2003 (Cth) that an act of Terrorism has occurred.

How We Settle Your claim.

We will, at Our option, either:

1. repair, reinstate or replace the damaged parts of Your Motor Vehicle;
2. pay the amount of the loss or damage as reasonably determined or agreed by Us; or
3. replace Your Motor Vehicle.

We will not pay any amount exceeding the Market Value (or Agreed Value if applicable) of Your Motor Vehicle at the time of the loss or damage Covered by this section. If You have not insured up to the Market Value then We will pay the sum that You have insured up to. We will not pay more than \$2,500,000 in aggregate under this Section 3 of this Policy Product 1 for loss or damage to Your Motor Vehicles insured by Us, arising out of the same act of Terrorism.

✘ Exclusions That Apply To All Sections of Policy Product 1

The following Exclusions apply to all Sections of Policy Product 1. We will not pay and there is **no Cover** for:

1. Driving Under The Influence of Drugs or Alcohol

Loss or damage to Your Motor Vehicle or any liability arising from Your Motor Vehicle being driven by You or any person who is in Your charge or who is under Your control:

- a. who is under the influence of any drug or alcohol to such an extent so as to be:
 - i. incapable of having proper control of Your Motor Vehicle;
 - ii. at or above the concentration of drugs or alcohol that is prescribed under the law of the state or territory in which the loss or damage occurs and which is present in the breath, blood, urine or oral fluid of the person in control of or driving Your Motor Vehicle; or
 - iii. impaired;
- b. in whose breath, blood, urine or oral fluid the concentration of alcohol or drugs is at or above that concentration where it is an offence to be in control of or drive or be in charge of a Motor Vehicle under the law of the state or territory in which the loss or damage occurs; or
- c. who fails or refuses to:
 - i. provide a specimen or sample of their breath for analysis by a breath analysing instrument;
 - ii. provide a specimen or sample of their blood for a laboratory test or blood test;
 - iii. provide a specimen or sample of oral fluid or urine for a laboratory test or other analysis;
 - iv. undergo an assessment of drug impairment; or
 - v. comply with a direction or requirement of a member of the Police force or other authorised person as to the provision of a specimen or sample as in (i), (ii), (iii) and (iv) of this clause 1(c),

where such specimen or sample is sought or assessment is undertaken or such direction or requirement is made to ascertain the impairment or concentration of drug or alcohol in a person's breath, blood, urine or oral fluid.

Note: However this exclusion will not apply if:

- A. there are any relevant statutory provisions to the contrary; or
- B. You prove that:
 1. You did not consent to Your Motor Vehicle being driven by or in charge of a person so affected or so behaving; and,
 2. You were not aware of or did not have knowledge that Your Motor Vehicle was or would be driven by or in charge of a person so affected or so behaving.

2. Racing/Testing

Loss or damage to Your Motor Vehicle or any liability arising from it being engaged in any kind of motor sport, racing, pacemaking, reliability trial, speed attempt, hill-climbing, burn-out, stunt or test (other than for a road test following service or repair).

3. Exceeding Limits

Loss or damage to Your Motor Vehicle or any liability arising from Your Motor Vehicle carrying, lifting, hauling, towing or being operated in a manner so that Your Motor Vehicle, its load or the number of passengers carried exceeds:

- a. the limits for which Your Motor Vehicle, was designed, constructed, registered or licensed (whichever is the lesser);
- b. the weight that is permitted by law, by-law, regulation, permit or advisory sign; or
- c. any dimension that is permitted by law, by-law, regulation or permit.

4. Unroadworthy/Unsafe Vehicles

Loss or damage to Your Motor Vehicle or any liability arising from it being used in an unsafe or unroadworthy condition, unless that condition was not or could not be readily detected by You.

5. Unlicensed or Unauthorised at Law

Loss or damage to Your Motor Vehicle or any liability arising whilst it is being driven by You or any person:

- a. who is not licensed or authorised under all relevant laws, by-laws and regulations for that class of vehicle or for the purpose for which it is being used, and
- b. You knew or ought reasonably to have known that You or any person driving Your Motor Vehicle was not licensed, entitled or authorised by law to use Your Motor Vehicle for the purpose for which it was being used.

6. Hire, Fare or Reward

Loss or damage to Your Motor Vehicle or any liability arising from it being used as a taxi, for rideshare purposes or hire Motor Vehicle. If Your Motor Vehicle is a bus or coach We will not Cover liability for loss or damage to the property of passengers (unless otherwise varied in Your Policy Schedule).

7. Hire, Lease or Loan to a Third Party

Loss or damage to Your Motor Vehicle or any liability incurred whilst it is subject to any agreement for hire or loan, or leased or let by You to any other party.

8. Fuel System Compliance.

Loss or damage to Your Motor Vehicle or any liability arising from it being used with a fuel system that does not comply with the relevant Australian Design Rules or Australian Standards, where such loss arises directly or indirectly from or by such fuel system.

9. Illegal Alterations or Modifications

Loss or damage to Your Motor Vehicle or any liability arising from it being operated with illegal alterations or modifications so that Your Motor Vehicle does not comply with:

- a. the Road Vehicle Standards Act 2018 (Cth) and the regulations made thereunder;
- b. the Australian Standards;
- c. the Australian Design Rules; or
- d. the manufacturer's standard design.

10. Dual or Multi Lifting Operations

Loss or damage to Your Motor Vehicle or any liability arising from it being used in a lifting operation where Your Motor Vehicle is a lifting device and the load being lifted is shared between Your lifting device and any other lifting device or devices owned by You or any other party.

11. Lawful Seizure

Loss or damage to Your Motor Vehicle or any liability arising from the lawful seizure or other operation of law, (except for loss or damage caused to Your Motor Vehicle whilst in control of persons of a governmental authority during its secondment in an emergency).

12. Connivance

Loss or damage to Your Motor Vehicle or any liability arising from an act or connivance by You or any person acting for You or on Your behalf that is either wilful, deliberate or criminal.

13. Underground

Loss or damage to Your Motor Vehicle or any liability arising from it:

- a. operating underground (i.e. drilling, tunnelling, shovelling, hauling etc); or
- b. being underground (in a mine, mining shaft or a tunnel under construction) whether being driven or stationary having been driven.

14. Theft

Loss or damage to Your Motor Vehicle or any of its parts or any liability arising from the theft of Your Motor Vehicle or any of its parts by:

- a. You;
- b. any person to whom Your Motor Vehicle is on hire under any agreement of encumbrance or lease (unless otherwise stated in additional benefits or optional extensions);
- c. any person for whose debt Your Motor Vehicle stands as security pursuant to any agreement entered into by You; or
- d. any of Your employees, servants, agents, directors or subcontractors (past or present), including malicious damage thereby, where the theft or malicious damage relates to a debt (being for wages, contractual payments or otherwise) owed or alleged to be owed by You to any such person or persons.

15. Keeping Your Motor Vehicle secure

Loss or damage to Your Motor Vehicle or any of its parts or any liability arising from Your failure to take reasonable steps to protect, secure or safeguard Your Motor Vehicle.

16. Mobile Plant Operating outside of regulations and instructions

Loss or damage to Your Mobile Plant or any liability arising or caused whilst it is being:

- a. operated or configured in a manner contrary to the manufacturer's safe operating conditions and limits;
- b. operated in a manner or for a purpose other than that which it was designed or intended; or
- c. used or operated in a manner that is not within systems and procedures imposed by law, international standards, Australian Standards, industry standards and manufacturers' and distributors' guidelines.

Note: However, if You have given instructions or taken precautions that are adequate to prevent such use and did not know or could not reasonably have known that the operator was using the Mobile Plant in a manner other than that which it was designed or intended, exclusion 16(b) will not apply, but We will not waive Our subrogation rights (where allowed at law) against the operator of Your Mobile Plant.

17. Caravans/Trailers

Loss or damage to Your caravans and like trailers or any liability arising where:

- a. the loss or damage to annexes, camping equipment and the like, is caused by wind or storm;
- b. any liability in respect of death or Personal Injury, or loss or Damage to Property of any person occurs as a result of entering or alighting from the caravan; or
- c. any loss or damage occurs as a result of theft or burglary of equipment or contents from the caravan or trailer, unless the theft or burglary is due to visible violent and forcible entry to the locked caravan or trailer, including windows thereto.

18. Articulated Motor Vehicles - Inexperienced drivers

Loss or damage to Your articulated Motor Vehicle (being a prime mover towing one or more trailers) or any liability arising where:

- a. Livestock or Refrigerated Goods are carried where the destination is in excess of 450km from Your base of operations;
- b. the radius from its base of operations for its journey is greater than the allowable radius listed below and it is driven by or in the charge of a person with less than the total Australian articulated driving experience for the number of trailers and cargo type listed in the table below and for which the articulated Motor Vehicle is designed to carry; or
- c. there is no allowable radius from its base of operations for its journey if it is driven by or in the charge of a person with less than the total Australian articulated driving experience for the number of trailers and cargo type listed in the table below and for which the articulated Motor Vehicle is designed to carry.

Cargo Type	Total Australian Articulated Driving Experience	Number of Trailers	Allowable Radius
Livestock	Less Than One Year	One Trailer	0 - 200 KMS
		B-Double, B-Triple or Two or more Trailer Roadtrain	None
	More than One Year	One trailer, B-Double / B- Triple or Two Trailer Roadtrain	0 - 450 KMS
		3 or more trailers Roadtrain	None
	Two Years MC	3 or more trailers Roadtrain	0 - 450 KMS
Refrigerated Goods	Less Than One Year	One Trailer	0 - 200 KMS
		B-Double, B-Triple or Two or more Trailer Roadtrain	None
	One Year but Less than Four years	One trailer, B-Double / B- Triple or Two Trailer Roadtrain	0 - 450 KMS
		3 or more trailers Roadtrain	None
	Four Years (Incl. Two Years MC)	3 or more trailers Roadtrain	0 - 450 KMS
All other cargo types	Less Than One Year	One Trailer	0 - 200 KMS
		B-Double, B-Triple or Two or more Trailer Roadtrain	None
	One Year but Less than Two years	One trailer, B-Double / B- Triple or Two Trailer Roadtrain	0 - 450 KMS
		3 or more trailers Roadtrain	None
	Two Years	One trailer, B-Double / B- Triple or Two Trailer Roadtrain	Australia Wide
	Two YearsMC	3 or more trailers Roadtrain	

For the purposes of this Exclusion 18 a Converter Dolly is not a trailer.

19. Age Restriction - Two Up Operations

Any loss or damage or liability arising if Your articulated Motor Vehicles are part of a Two Up Operation whilst being driven by or in the charge of any person under 23 years of age.

20. Dangerous Goods - Placarded load quantity

Loss or damage to Your Motor Vehicle or any liability arising from the use of Your Registered Motor Vehicle for the carriage of any substances or articles declared to be Dangerous Goods (including diesel) of a quantity that requires the load to be a placarded load.

21. Cyber Loss

Any loss, damage or liability arising directly or indirectly from a Cyber Loss.

Note: For the purposes of this Exclusion 21, the following Definitions apply:

“**Computer System**” means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

“**Cyber Act**” means an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.

“**Cyber Loss**” means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defence cost, expense or any other amount incurred by, or accruing to, You including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act perpetrated by any person or group(s) of persons not Covered under the original insurance.

Note: Additional Exclusions apply. The General Exclusions that apply to all Policy Products also apply.

Conditions That Apply To All Sections of Policy Product 1

1. Reasonable Care

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

- a. to prevent:
 - i. loss or damage to and ensure the safety and security of any item which is the subject of the Cover provided under Your Policy; and
 - ii. Personal Injury or Damage to Property;
- b. by employing only competent employees;
- c. by complying with all statutory obligations and by-laws or regulations and recognised standards imposed by any public authority;
- d. by employing safe work practices; and
- e. by maintaining Your Mobile Plant, Motor Vehicle, Extras, Working Accessories, equipment, machinery, implements and everything used in Your business in proper repair and sound condition.

2. Change of Ownership

Where Your Motor Vehicle is sold or transferred to a new owner, Cover over that Motor Vehicle is cancelled from the time of the sale or transfer. We will refund the premium for the unexpired Cover for that Motor Vehicle subject to the Cancellation condition that applies to all Policy Products.

3. Territorial Limits

Your Policy Product 1 provides Cover for Your Motor Vehicle only when it is within the Commonwealth of Australia or being transported by vessel between ports within its territorial waters.

4. Excess Conditions

a. Accumulation and Payment of Excesses:

Excesses as nominated and quantified below will be cumulative, and will apply within and in reduction of the applicable settlement/Limit of Indemnity of this Policy Product 1 where applicable.

b. Excess payable:

You must pay the amount specified in Your Policy Schedule as the Excess applicable to Your Motor Vehicle for which a claim is accepted.

For the purpose of clarity:

- i. Where a motorised vehicle is towing a trailer and that trailer causes Damage to Property of Another Person but not to the motorised vehicle or trailer, then the Excess applicable to the claim will be that Excess applicable to the motorised vehicle (if insured under Your Policy) that caused such trailer's movement, otherwise the trailer Excess applies.

- ii. Where a motorised vehicle is towing a trailer and that trailer causes Damage to Property of Another Person and that trailer, the Excess applicable to the claim will be that Excess applicable to the motorised vehicle (if insured under Your Policy) that caused such trailer's movement, otherwise the trailer Excess applies.
- iii. Where a Total Loss occurs and the Excess stated in Your Policy Schedule is a percentage, then that percentage will apply to the Sum Insured, Agreed Value or Market Value whichever the lesser, subject to any minimum Excess stated in Your Policy Schedule.

c. Not At Fault Excess

You must pay an Excess for every claim, however We may decide to waive payment of an Excess if We agree that all of the following conditions are met:

- i. Your Motor Vehicle is involved in a collision with another vehicle;
- ii. You have provided sufficient proof and We agree You or Your driver were not at fault;
- iii. You can identify and provide sufficient details of the third party driver who is at fault (name, telephone number, current address, and/or drivers licence number) and the third party vehicle registration; and
- iv. the amount of Your claim is greater than the applicable Excess(es).

However, You must pay any applicable Excess(es) where:

- A. the other party provides information that disputes who is at fault, or
- B. there is only windscreen (or window glass) damage and the optional extension "Windscreen - One Excess Free" is not listed on Your Policy Schedule.

d. Age &/or Inexperienced Driver/Operator Excess:

Where Cover is granted under this Policy:

- i. that is not otherwise excluded by Exclusion 18 that applies to all Sections of Policy Product 1 or any limitation, restriction or exclusion within Your Policy Schedule; and
- ii. the driver or person in charge of Your Motor Vehicle that is the subject of Your claim falls within the acceptable criteria of age or inexperience for the types of Motor Vehicle listed in the Tables following, an additional Excess will apply.

Driving/in charge of	Driver Age	Experience in license class of person driving/in charge of Motor Vehicle	Additional Excess payable
Over 12 tonne GVM or 10 tonne goods carrying capacity vehicle	Under 21 years	Less than 2 years' experience	\$2,500
	21 and 22 years	2 years or more experience	\$1,000

Driving/in charge of	Driver Age	Experience in license class of person driving/in charge of Motor Vehicle	Additional Excess payable
An articulated Motor Vehicle	Under 23 years	Less than 2 years' experience	\$2,500
Mobile plant	Under 23 years	Less than 2 years' experience	150% of the excess
All vehicles other than above	Under 23 years	Less than 2 years' experience	\$750

e. Tipping:

In the event of an Accident whilst the tipping hoist located on Your Motor Vehicle is extending, extended or retracting, an additional Excess of 100% of the Excess applicable to that Motor Vehicle (whichever item is damaged) will apply. In the event of damage to both a truck and a trailer, the additional excess will be 100% of the trailer Excess only.

f. Out of Radius Excess - Prime Mover

If in Our discretion We accept a claim for loss or damage to Your articulated Motor Vehicle or for legal liability that would otherwise be excluded from Cover:

- i. by Exclusion 18 (Articulated Motor Vehicles - inexperienced drivers) that applies to all Sections of Policy Product 1; or
- ii. where the destination of Your articulated Motor Vehicle is or was in excess of the nominated radius from Your base of operations as specified in Your Policy Schedule,

then an additional out of radius Excess applies: Prime Mover \$5,000

g. Fuel and Fluid Contamination without Locking Devices

Loss or damage to unattended Mobile Plant caused by contamination to fuel, lubricant, oil, or hydraulic fluid is subject to an additional excess of 100% of the standard Excess applicable if locking devices are not installed on Your Mobile Plant.

5. Accidents or losses that affect Your premium

When calculating Your premium all claims that occur during the Period of Insurance may affect the coming year's renewal premium.

In addition, if You report an incident or loss after We have given You a renewal offer but before you have accepted, We reserve the right to revise Our renewal offer.

Where the renewal has been offered and accepted and a claim has been reported that occurred in the previous Period of Insurance, We reserve the right to charge any additional premium as a consequence to the reported loss.

Additional Conditions Specific to Mobile Plant in all Sections of Policy Product 1

Where Your Mobile Plant is noted in Your Policy Schedule, the following additional conditions apply to this Policy Product 1 wording.

For the avoidance of doubt, these Additional Conditions do not apply to any trucks, trailers, cars, sedans, utilities and like Motor Vehicles noted in Your Policy Schedule.

Compliance with Recommendations, Guidelines, Standards and Legislation

You must at all times:

- a. service, maintain, use and operate Your Mobile Plant in accordance with:
 - i. manufacturers' and distributors' guidelines; and
 - ii. systems and procedures imposed by law, international standards, Australian standards, occupational health and safety requirements and industry standards; and
- b. take reasonable steps to ensure that anyone servicing, maintaining, using, or engaging in the operation of Your Mobile Plant complies with:
 - i. manufacturers' and distributors' guidelines; and
 - ii. systems and procedures imposed by law, international standards, Australian standards and industry standards;
 - iii. permit only qualified or adequately experienced persons to engage in the operation or use of Your Mobile Plant;
 - iv. permit only persons who are licensed to operate Your Mobile Plant unless they are exempted by law from being licensed;
 - v. ensure that anyone operating or using Your Mobile Plant is:
 - A. provided with suitable training in its operation or use and shown to be competent before operating or using it; and
 - B. not suffering from a physical or mental impairment of ability to operate or use it.

Claims Responsibilities That Apply to all Sections of Policy Product 1

In addition to the General Claims Responsibilities that apply to all Policy Products:

1. **You must not authorise any repairs without Our consent.**
2. **Where You claim for repairable loss:**
 - a. We will be liable only for the actual cost of (and will have the option of) repairing, re-building or, if necessary, replacing the parts damaged or destroyed;
 - b. Where Your Motor Vehicle is within three years of its original registration after new manufacture, We will supply only new parts where available unless agreed otherwise with You.

- c. For older vehicles, We will supply only genuine original equipment manufacturer parts where available. If they are not available then at Our discretion, acting reasonably, We will supply aftermarket parts;
- d. Where Our network of authorised repairers is not available or You decide not to use that network:
 - i. You may be asked to obtain two independent, competitive quotes from repairers;
 - ii. We will review the quotes and what is necessary to properly repair Your Motor Vehicle; and
 - iii. We will, acting reasonably, choose and authorise the repairer who has submitted the more competitive and complete quote to safely and properly repair Your Motor Vehicle.

3. Where You claim for Total Loss:

- a. We will declare Cover for Your Motor Vehicle as totally expended and will cancel Your Motor Vehicle which is subject to a Total Loss from Your Policy Schedule without refund of premium;
- b. You must transfer the title and interests in Your Motor Vehicle to Us and We will be entitled to dispose of the remains and retain the proceeds of that disposal;
- c. You must pay Us the balance of the annual premium that remains outstanding for Your Motor Vehicle the subject of a Total Loss prior to claim settlement, by way of direct payment or deduction from the claim amount; and
- d. in the event of theft of Your Motor Vehicle or any part, Extra or Working Accessory thereof, where Your Motor Vehicle or any such stolen parts Extra or Working Accessory are not recovered, We will only make payment available (except at Our discretion) after the expiration of 90 days from the date of discovery of the theft of Your Motor Vehicle or any such stolen parts Extra or Working Accessory.

4. Recovery after theft:

Where theft occurs and Your stolen Motor Vehicle or any stolen parts, Extra or Working Accessory are recovered prior to any payment of claim:

- a. You must take back Your Motor Vehicle or any such stolen parts, Extra or Working Accessory if We require You to do so; and
- b. We will pay for any damage done to Your Motor Vehicle or any such stolen parts, Extra or Working Accessory thereof by the thief or thieves as a result of the theft.

5. Deciding who is at fault:

Acting reasonably, We will be solely responsible for deciding whether You contributed to the cause of an Accident giving rise to a claim under the Policy.

Policy Product 2

Downtime



Introduction

This Policy Product is only available for eligible trucks, trailers and Mobile Plant. The Cover will not apply unless it is noted on Your Policy Schedule under a specific Motor Vehicle item on Policy Product 1.

Subject to the following terms and conditions, as well as General Exclusions and General Conditions that apply to all Policy Products, this Policy Product 2 provides Cover for payment of a Weekly Benefit if Your claim for Loss or Damage to Your Vehicle has been accepted under the Vehicle Policy.

Definitions Specific To This Policy Product 2

Word	Meaning
Benefit Period	means the number of weeks selected by You (as specified in Your Policy Schedule for this Policy Product 2).
Completion Date	means either the date We or the repairer (whichever is the first) informs You that Your Vehicle is repaired and is available for collection by You, or If You accept a cash settlement from Us rather than repairing the Vehicle, then the date We issue those funds payable to You (and / or other interested parties).

Indemnity Period	<p>means the period of time that:</p> <ol style="list-style-type: none"> a. commences from the date You notify Us, (Commencement Date), of the Accident to Your Vehicle insured with Us (for the Benefit Period nominated in Your Policy Schedule), and b. ends at either the Completion Date, Replacement of the Vehicle Date or Total Loss Settlement Date, but in no circumstances will the Indemnity Period exceed the Benefit Period. However: <ol style="list-style-type: none"> i. where You have not presented Your Vehicle to Us for assessment, the Indemnity Period Commencement Date will not commence until the day that You do present Your Vehicle for assessment; ii. where We have authorised repairs and You have not presented Your Vehicle for those repairs within two business days, then the Indemnity Period Commencement Date will not commence (after that 2nd business day) until the day that You present Your Vehicle for Repairs; or iii. if You have requested removal of Your Vehicle to a place of repair other than the nearest repairer agreed to by Us (which is more than 100 kilometres from the original agreed repairer), the Benefit Period will cease from the date of removal from the agreed repairer and recommence from the date of arrival of Your Vehicle at that alternate repairer, subject to (i) and (ii) above.
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Loss or Damage	means actual physical damage to Your Vehicle Covered under Your Vehicle Policy.
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Maximum Benefit	means Weekly Benefit (for Your Vehicle for which the benefit is payable), multiplied by the Benefit Period.
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Replacement Vehicle	means the Vehicle You elected to accept as settlement for replacement of the Vehicle subject to Total Loss under Your Vehicle Policy claim.
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Replacement of the Vehicle Date	means the date We or the manufacturer or supplier (whichever is the first) informs You that Your Replacement Vehicle is available for collection by You.
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Total Loss	means Your Vehicle is destroyed or so damaged as to cease to be a Vehicle or Your Vehicle is so damaged that it is beyond economic repair.
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Total Loss Settlement Date	means the date We issue funds payable to You (and/or other interested parties) in settlement of Your claim under Your Vehicle Policy with Us.
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Vehicle	means the motor vehicle as specified in Your Policy Schedule in Policy Product 2.
Vehicle Policy	means Section 1 of Policy Product 1 of this Policy package.
Waiting Period	means the number of weeks specified in Your Policy Schedule before which Your Benefit Period commences.
Week	means each period of seven days of the Indemnity Period.
Weekly Benefit	means the amount selected by You (as specified in Your Policy Schedule).
Total Loss Settlement Date	means the date We issue funds payable to You (and/or other interested parties) in settlement of Your claim under Your Vehicle Policy with Us.

The Cover

Your Cover Under this Policy Product 2

How We Will Settle Your Claim

If Loss or Damage to a Vehicle, specified in Your Policy Schedule of this Policy Product 2, is accepted by Us as a claim under Your Vehicle Policy and the Waiting Period has expired, We will pay You:

- the Weekly Benefit for each completed Week plus/or one-seventh of the Weekly Benefit for each completed day where the Indemnity Period is less than a Week, subject to the Maximum Benefit applicable under Your Policy Schedule; and
- for a period no greater than the Indemnity Period, provided the Loss or Damage to the Vehicle under Your Vehicle Policy claim, that gives rise to a claim under this Policy Product 2, occurred during the Period of Insurance.

Optional Benefit: Claim Instalment Payments

If We have accepted indemnity for You under this Policy, Our first payment to You will be made within 14 days from the date the claim has been accepted. Each subsequent payment We are required to make will be made every seven (7) days thereafter.

Additional Benefit:

a. Repair rework required

If Your Vehicle is returned to a repairer for repair rework and We have authorised those repairs under Your Vehicle Policy, We will pay Your Weekly Benefit while the Vehicle is having rework completed, up to the Maximum Benefit. The Waiting Period will not apply to this additional benefit.

b. Waiting Period reduction

Where an Accident occurs that results in a claim indemnified under this Policy, We will reduce the Waiting Period to nil if the Accident:

- i. is an impact by aircraft or part thereof to the Vehicle;
- ii. is an act of Terrorism to the Vehicle;
- iii. involves the loss of the Vehicle from a water vessel transporting it; or
- iv. involves the death of the driver (or a family member) in the Vehicle at the time of the Accident.

 **Exclusions Specific to This Policy Product 2**

We will **not pay** and there is **no Cover**:

1. for the Weekly Benefit during the Waiting Period;
2. for the Weekly Benefit after:
 - a. the Completion Date;
 - b. the Replacement of Vehicle Date; or
 - c. the Total Loss Settlement Date.
3. if the Loss or Damage to Your Vehicle is less than the Vehicle Policy Excess for Your Vehicle;
4. if You elect to control, handle or complete the repairs to Your Vehicle Yourself;
5. if Your Vehicle is insured or indemnified (by a Policy type covering commercial Vehicles) by any insurer other than Us;
6. for any losses or expenses incurred attributable to any overhauls, inspections, modifications or non- claim related work performed on Your Vehicle whether carried out in conjunction with the claimed repairs to Your Vehicle or not;
7. for any third party legal liability, including but not limited to fines, penalties, damages for breach of contract, common law or statute, whether or not attributable to the Loss or Damage to Your Vehicle;
8. for loss attributable to any business of Yours being wound up or carried on by a liquidator or receiver or otherwise being permanently discontinued;
9. if Your Vehicle was being hired out, without Your driver, at the time of the Loss or Damage to Your Vehicle;
10. if Your Vehicle was in the possession of another person or party for the purpose of sale, at the time of the Loss or Damage to Your Vehicle;
11. if Your legal or equitable interest in Your Vehicle ceases, or Your Vehicle is seized or taken possession of by any person lawfully entitled to do so; or
12. if Your Vehicle was being used for illegal purposes with Your consent at the time of the Loss or Damage to Your Vehicle.

Note: Additional Exclusions apply. The General Exclusions that apply to all Policy Products also apply to this Policy Product 2.

Conditions Specific to This Policy Product 2

1. When We Will Not Insure You

We will not insure You under this Policy Product 2:

- a. unless Your Vehicle is also insured under the Vehicle Policy;
- b. where Your Vehicle ceases to be insured for Loss or Damage under the Vehicle Policy, Cover under this Policy Product 2 is cancelled for Your Vehicle and We will refund premium in accordance with General Condition 2 that applies to all Policy Products; or
- c. where Your Vehicle is settled as a Total Loss under Your Vehicle Policy and We have finalised Your claim for that Vehicle under this Policy Product 2, Cover for that Vehicle under this Policy Product 2 is cancelled without refund of premium.

2. Change of Ownership

Where Your Vehicle is sold or transferred to new ownership, Cover over that Vehicle is cancelled from the time of the sale or transfer and We will refund premium in accordance with the terms of General Condition 2 that applies to all Policy Products.

Policy Product 3

Public and Products Liability



Introduction

This Policy Product does not apply unless it is noted on Your Policy Schedule.

Subject to the following terms and conditions, as well as General Exclusions and General Conditions that apply to all Policy Products, this Policy Product 3 provides Cover for Your liability to third parties for Personal Injury or Property Damage as a result of an Occurrence in connection with Your Business or caused by Your Products during the Period of Insurance and within the Territorial Limits.

Contact us

Product Disclosure Statement

The Policy

Commercial Motor

Downtime

Public & Products Liability

Work Tools

Goods in Transit

General Conditions & Exclusions

Roadside Assistance Service

Definitions Specific To This Policy Product 3

Word	Meaning
Advertising Liability	<p>means</p> <ul style="list-style-type: none">a. defamation;b. infringement of copyright or of title or slogan;c. piracy or unfair competition or idea misappropriation under an implied contract;d. invasion of privacy, <p>committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast and arising out of the Your advertising activities or any advertising activities conducted on Your behalf, in the course of advertising Your Products, goods or services.</p>
Aircraft	<p>means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.</p>
Business	<p>means that business described in Your Policy Schedule and will also include:</p> <ul style="list-style-type: none">a. the provision of Your own canteen, sports, social and child care facilities or welfare organisations, and Your own fire, first aid, medical and ambulance services;b. private work undertaken by any of Your Employees for any of Your directors, partners or senior executives; andc. the ownership or occupation of, the carrying out of repairs, maintenance, alterations or additions to, the premises occupied by You in connection with Your Business specified in Your Policy Schedule.
Computer System	<p>means any computer, hardware, Information Technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.</p>

Cyber Loss	means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defence cost, expense or any other amount incurred by or accruing to the insured, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act perpetrated by any person or group(s) of persons not Covered under the original insurance.
Cyber Act	means an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
Electronic Data	means facts, concepts and information converted to a form useable for display, communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
Employee	means any person engaged in the Business under a contract of service or apprenticeship with You (other than with a person insured by the Principal's Liabilities clause or so deemed by any law).
Interested Party	means any person, company or legal entity shown on Your Policy Schedule as the interested party.
Information Technology	means and includes data or part of data, computer hardware, operating system, computer network, equipment, web sites, servers, extranet, software, applications software, computer chip including microprocessor chip and coded instructions as well as any new technology, product or service replacing existing information technology.
Internet Activity	means activity involving the transfer of electronic data over the internet and includes but is not limited to: <ul style="list-style-type: none"> a. sending and receiving email; b. accessing or using world wide web sites.
Mobile Plant	means <ul style="list-style-type: none"> a. backhoe, bulldozer, endloader, forklift, industrial crane or hoist, other mobile machinery/ equipment, agricultural implement; or b. a non-motorised machine or implement, and is not a Motor Vehicle

Motor Vehicle means:

- a. any type of machine designed for use on land only, but not a tramway vehicle, locomotive and rolling stock (but this does not exclude a road going Motor Vehicle with “wind down” rail wheels that may traverse railway lines); or
- b. a trailer,

and is not Mobile Plant.

Occurrence means any event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended by You. All events of a series consequent on or attributable to one source or original cause will be deemed one Occurrence.

Personal Injury means:

- a. bodily injury, death, sickness, disability, disease, shock, fright, mental injury, mental anguish or loss of consortium resulting from any of them;
- b. the effects of:
 - i. false arrest, false imprisonment, malicious prosecution, wrongful eviction, wrongful entry, wrongful detention and humiliation;
 - ii. libel, slander, defamation of character;
 - iii. invasion of the right of privacy; or
 - iv. assault and battery committed by You for the purpose of preventing or eliminating danger to persons or property to the extent permitted by law.

Principal means a party who You have entered into a written contract with in connection with Your Business where You agree to perform work, provide Your services or supply Products to the party and the contract requires You to obtain insurance for legal liabilities incurred by that party which arise from Your performance of the contract.

Products means any goods, product or property (including any components, packaging or container) described in Your Policy Schedule (after they have ceased to be in Your possession or under Your control) manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed in or from Australia or its external territories by You, or are deemed by Australian law to have manufactured, in the course of the Business, and includes directions, markings, instructions, warnings or given or omitted advice in connection with such Products but does not include the design, formula or specification of such Products.

Property Damage

means:

- a. physical damage to or destruction of tangible property including the loss of use thereof at any time resulting therefrom; or
 - b. loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by an Occurrence.
-

Territorial Limits

means:

- a. anywhere in Australia including its external territories
 - b. elsewhere in the world but only in respect of:
 - i. commercial visits by directors and non-manual work carried out by You provided that at the time of carrying out that work such directors or You were normally resident in Australia or its external territories; and
 - ii. Products supplied from or originating in Australia or its external territories (subject to Exclusion. 28 North American Exports in the Exclusions that apply to Policy Product 3).
-

Use as a Tool of Trade

means use for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, vacuuming, suction, or like circumstance.

It does not include:

- a. use for loading and unloading goods onto or off a goods carrying vehicle (or use of a crane arm mounted on the vehicle to do so);
 - b. transit on a designated road to or from a work site; or
 - c. use for road transport or road haulage
-

Watercraft

means any vessel, craft or thing made or intended to float on or travel on, over or through water.

You/Your/Yours for the purposes of this product, and in addition to the General Definition that applies to all Policy Products, means:

- a. the insured named in Your Policy Schedule whose place of residence or if a company, whose place of incorporation, is within Australia or its external territories;
- b. any personal representatives in the event of the death of an insured but only in respect of liability incurred by the insured;
- c. any office-bearer committee or member of the insured own canteen, sport social and child care facilities or welfare organisations and any member (not being a qualified medical practitioner) of the insured's own fire, first aid, medical or aid medical or ambulance service;
- d. any director, partner, executive officer or shareholder of the insured or any Employee but only for liability in respect of which the insured would have been entitled to indemnity if the claim had been made against the insured; or
- e. any director, partner or senior executive of the insured in respect of private work undertaken by any Employee for such director or senior executive.

The Cover

Your Cover Under this Policy Product 3

1. Compensation

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

- a. Personal Injury;
- b. Property Damage; and,
- c. Advertising Liability

as a result of an Occurrence happening in the Period of Insurance within the Territorial Limits and in connection with Your Business or caused by Your Products less the Excess amount specified in Your Policy Schedule of this Policy Product 3.

2. Legal costs

In addition We will pay:

- a. all charges, expenses and legal costs incurred by Us and/or You provided that such charges, expenses and legal costs were incurred with Our written consent in the settlement or defence of any claim for compensation for which You may be liable under this Policy Product 3;

- b. Your legal costs of representation at any coroner's inquest or inquiry incurred with Our prior written consent;
- c. all charges, expenses and legal costs recoverable from You resulting from any Occurrence giving rise to legal liability under this Policy Product 3; and
- d. all expenses incurred by You for first aid to others at the time of Personal Injury (other than payment of medical expenses which are prohibited by law).

All of these costs, expenses or charges must be incurred in connection with claims for compensation which if sustained would be indemnified under this Policy Product 3.

Additional benefits that apply to Policy Product 3

The following additional benefits are subject to the terms, conditions and exclusions of this Policy and must relate to an Occurrence happening during the Period of Insurance. Any Additional Benefits provided below do NOT apply in addition to the Limit of Indemnity specified in Your Policy Schedule for Public and Products Liability.

1. Principal's Liability

- a. We will extend Cover provided under clause 1 (Compensation) to Your Principal, provided that:
 - i. any legal liability for Personal Injury or Property Damage incurred by Your Principal arises directly from Your negligence in the performance of the contract between You and Your Principal;
 - ii. Cover under this Additional Benefit is required by the contract between You and Your Principal;
 - iii. any claim You make in relation to an Occurrence which gives rise to the Principal's legal liability arises solely out of Your Business and would not be excluded or otherwise outside the Cover provided by this Policy; and
 - iv. the Principal will comply with and be subject to the terms, conditions and limitations of Your Policy as though the Principal were You;
- b. The Principal does not need to be noted on Your Policy Schedule for this Additional Benefit to apply.
- c. This Additional Benefit will not extend to any legal liability incurred by a Principal which arises:
 - i. out of or in connection with the Principal's own negligence, acts, errors or omissions;
 - ii. independently of Your performance of the contract between You and the Principal; or
 - iii. from an Occurrence in respect of which You or the Principal is entitled to be indemnified pursuant to an insurance Policy which provides workers' compensation insurance or any other insurance Policy or scheme which provides Cover against liability for injuries to workers or Employees.

2. Interested Parties

- a. We will extend Cover provided under clause 1 (Compensation) to an Interested Party, provided that:
 - i. any legal liability for Personal Injury or Property Damage incurred by the Interested Party arises directly from Your negligence in the carrying out of work or services in connection with Your Business as part of an undertaking or contract entered into between You and the Interested Party;
 - ii. Cover under this Additional Benefit is required by the contract between You and the Interested Party; and
 - iii. any claim You make in relation to an Occurrence which gives rise to the Interested Party's legal liability arises solely out of Your Business and would not be excluded or otherwise outside the Cover provided by this Policy; and
 - iv. the Interested Party will comply with and be subject to the terms, conditions and limitations of Your Policy as though the Interested Party was You.
- b. This Additional Benefit will not extend to any legal liability incurred by an Interested Party which arises:
 - i. out of or in connection with the Interested Party's own negligence, acts, errors or omissions;
 - ii. independently of Your performance of the contract between You and the Interested Party; or
 - iii. from an Occurrence in respect of which You or the Interested Party is entitled to be indemnified pursuant to an insurance Policy which provides workers compensation insurance or any other insurance Policy or scheme which provides Cover against liability for injuries to workers or Employees.
- c. This Additional Benefit will not extend to an Interested Party that is also a Principal.

3. Property in physical or legal control

Subject to the Exclusion 19 (Goods in Transit) of the Exclusions that apply to all sections of Policy Product 3, We will indemnify You for Your legal liability to pay for Property Damage to:

- a. personal possessions of directors, partners, Employees or visitors;
- b. premises (including fixtures and fittings) leased or rented to You for the purpose of carrying out Your Business and the liability does not arise from Your failure to insure the premises as required under such a lease or rental agreement;
- c. premises (and their contents) not owned or rented by You but which are temporarily occupied by You for the purpose of carrying out work in connection with the Business;
- d. Motor Vehicles, not owned by You nor used in conjunction with the Business, whilst within a free car park provided by You for the use of customers visitors or Employees; or
- e. Property belonging to any third party entity held, administered, used or otherwise in Your possession or control (including property being lifted or attached by a securing device) up to \$100,000 (unless another amount is noted in Your Policy

Schedule) for any one Occurrence and in the aggregate for all Occurrences during the Period of Insurance, less the Excess specified in Your Policy Schedule for Care, Custody and Control.

4. Movement of other machines - Property Damage

Notwithstanding Exclusion 23 (Motor Vehicles / Mobile Plant) of the Exclusions that apply to all sections of Policy Product 3, We will indemnify You under this Policy for sums You become legally liable to pay as compensation for Property Damage occurring during the Period of Insurance caused by You having moved or attempted to move any third party's Motor Vehicle or Mobile Plant that was parked in a position which prevented or impeded the loading, unloading or lawful passage of Your Motor Vehicle or Mobile Plant.

However You must at all times be:

- a. be suitably licensed and competent in the operation of such third party Motor Vehicle or Mobile Plant;
- b. exercise reasonable care; and
- c. not deliberately damage any such Motor Vehicle or Mobile Plant.

5. Delivery of goods away from vehicle & use of Mobile Plant as a Tool of Trade

Subject to Exclusion 23 (Motor Vehicles / Mobile Plant) of the Exclusions that apply to all sections of Policy Product 3, We will indemnify You for Your legal liability to pay for Personal Injury or Property Damage which arises from:

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

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

6. Vibration & Removal of Support

We will indemnify You under this Policy for sums You become legally liable to pay as compensation for Property Damage occurring during the Period of Insurance in connection with vibration, or removal or weakening of, or interference with, support to land, buildings or any other property. The maximum We will pay is \$250,000 (unless another amount is noted on Your Policy Schedule for Vibration & Removal of Support) for all claims occurring during the Period of Insurance. The Excess which applies to this benefit will be noted on Your Policy Schedule.

7. Cross Liability

Under this Policy Product 3 where more than one person or party comprises You as defined in this Policy, each person or party will be treated as if a separate Policy had been issued to each of them. Any such person or party making a claim will be treated as though they are insured separately under this Policy Product 3. The Limit of Indemnity is not affected or increased as a consequence of this clause.

Liability limit - how much We will pay

Public Liability Limit

The most We will pay in respect of any one Occurrence in connection with Your Business is the “Public Liability” Limit of Indemnity specified in Your Policy Schedule. Provided that, in relation to any claim in respect of Personal Injury or Property Damage occurring in any state or territory of USA or Canada, Our liability to pay any of the costs, expenses or charges set out in this Policy Product 3 will be included within the “Public Liability” Limits of Indemnity specified in Your Policy Schedule under this Policy Product 3, and not in addition to that Limit.

Product & Advertising Liability Limit

The maximum We will pay for all Occurrences occurring in the Period of Insurance is the Limit of Indemnity specified in Your Policy Schedule under Products Liability or Advertising Liability. This means that We will not indemnify You for more than this amount, either for one claim or for a series of claims that together add up to more than the Limit of Indemnity specified in Your Policy Schedule.

Claims that Exceed the Limit

We may at any time pay to You the appropriate Limit of Indemnity (after deducting any sum or sums already paid) or any lesser amount for which a claim or claims can be settled and thereupon We will relinquish the conduct and control of and will be under no further liability in connection with such claim or claims except for those costs and expenses incurred prior to the date of such payment.

If an amount exceeding Our Limit of Indemnity under this Policy is required to dispose of a claim, Our liability to pay costs and expenses is limited to the proportion that Our Limit of Indemnity bears to the amount paid or payable.

Exclusions that apply to all Sections of this Policy Product 3

The following Exclusions apply to all Sections of Policy Product 3. We will not pay and there is **no Cover** for:

1. Types of Works

Personal Injury or Property Damage caused by or arising from:

- a. excavation exceeding ten (10) metres in depth;
- b. demolition exceeding five (5) metres in height;

- c. works in the open air exceeding ten (10) meters in height;
- d. works on rail platforms, or within rail corridors including but not limited to rail tracks, rail beds, rail trestle, rail signals, or overhead lines;
- e. wholly underground operations;
- f. any works in oil, gas, chemical or petro-chemicals plants;
- g. the structural maintenance of dams, reservoirs or weirs;
- h. any aviation activity and/or any activity either within or on airport taxi-ways, aircraft mooring, apron, hangar, landing grounds, tarmac or the like, or any temporary landing ground;
- i. ship building or structural ship repairing activities;
- j. tree lopping, tree surgery or any arborist activities;
- k. bush fire controls or firefighting;
- l. Your ownership or operation of concrete pumps;
- m. Your ownership or operation of a concrete batching manufacturing plant;
- n. piling;
- o. the assembly, erection or the disassembly of scaffolding, or the hiring out of scaffolding or its components;
- p. storage of Dangerous Goods, other than fuel stored for Your own use;
- q. underpinning, other than any Cover provided under Additional Benefit 6. (Vibration and Removal of Support); or
- r. blasting, or the use of explosives or explosive devices of any type.

2. Pollution

- a. Personal Injury or Property Damage caused by or arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater) unless such discharge, dispersal, release or escape:
 - i. is neither reasonably expected nor intended by You; and
 - ii. is the consequence of a sudden and instantaneous cause, which cause takes place at one clearly identifiable point in time during the Period of Insurance; or
- b. any costs or expenses incurred in preventing, removing, nullifying or cleaning-up any discharge, dispersal, release or escape as described in Exclusion 2a. above, unless:
 - i. such costs or expenses are consequent upon an unexpected, unintended sudden and instantaneous cause which takes place at a clearly identifiable point in time during the Period of Insurance; and
 - ii. results in Personal Injury or Property Damage neither of which is otherwise excluded by Your Policy.

Note: Our total aggregate liability during any one Period of Insurance in respect of:

- i. all claims arising from such Personal Injury or Property Damage;
- ii. all claims for such costs or expenses; and
- iii. all other claims indemnifiable under this Policy Product 3 as a result of that same Occurrence,

will not exceed the Limit of Indemnity specified in Your Policy Schedule regardless of which part of this Policy Product 3 they are indemnifiable.

3. Asbestos/Silica

Loss or damage or liability arising out of any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by or in any way involving:

- a. asbestos, or any materials containing asbestos in whatever form or quantity; or
- b. silica or any materials containing silica in whatever form or quantity.

4. Loss of Use

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

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

5. Injury to Family/Cohabitant

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

6. Welding

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

7. Internet Operations

Personal Injury or Property Damage directly or indirectly caused by, contributed to by, resulting from, arising from, or in connection with any Internet Activity by You or Your Employees.

8. Underground Services

Loss or damage to underground services being existing electric or optic or

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

Note: Where a claim is indemnified under such circumstances, You will be liable to pay an Excess of \$5,000 for each and every claim (unless a higher Excess is noted in the Policy Schedule).

9. Vibration and removal of support

Liability for Property Damage in connection with:

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

Note: However this exclusion will not apply to Additional Benefit 6 (Vibration).

10. Advertising

Liability for advertising arising out of:

- a. breach of contract, other than misappropriation of advertising ideas under an implied contract;
- b. the incorrect description of the price of Your Product, goods or services;
- c. the failure of Your Products, goods or services to conform with advertised performance, quality, fitness or durability;
- d. statements made by You, or at Your direction, that You know are illegal or false; or
- e. Your business activity if it relates to publishing, advertising, broadcasting or telecasting activities conducted by You.

11. Organic Growth

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

12. E-Commerce

Personal Injury or Property Damage directly or indirectly caused by, contributed to by, resulting from, or arising out of, or in connection with any:

- a. communication, display, distribution or publication of Information Technology;
- b. total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Information Technology;
- c. error in creating, amending, entering, directing, deleting or using Information Technology equipment; or
- d. total or partial inability or failure to receive, send, access or use Information Technology for any time or at all.

13. Rectification of Faulty or Defective Work

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

this exclusion does not apply in respect of liability for Personal Injury or Property Damage resulting from faulty or defective workmanship.

14. Employer Liability

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

15. Dry Hire

Any liability arising directly or indirectly from any Mobile Plant or Motor Vehicle hired out under a Dry Hire arrangement and caused by the actions of the hirer or any person acting on their behalf, however We will pay for Your vicarious liability and We will Cover You for Your legal liability arising out of mechanical, electrical or servicing defects caused by You in such hired equipment not arising as a result of the actions of the hirer.

16. Waste Management / Disposal

Any liability arising directly or indirectly from:

- a. activities relating to inappropriate sale, use or disposal of waste which should be disposed of at a council or suitably authorised waste or landfill centre;
- b. where a permit for the handling and disposal of waste is required to be obtained from a council or relevant statutory authority, and You fail to do so; or
- c. any activities or occupation relating to products and/or services involving recycling, waste, transfer station, tip or landfill activities, ownership or management and the like.

17. Molestation or Sexual Assault

Any liability arising out of or in any way connected with Personal Injury arising directly or indirectly out of or in any way connected with the actual, alleged, threatened or perceived sexual assault, sexual harassment or molestation.

18. Cyber Loss

Any Personal Injury or Property Damage directly or indirectly caused by, contributed to, resulting from, arising out of or in connection with a Cyber Loss.

19. Goods in Transit

Property Damage to property held on behalf of any third party entity for or during transit (including loading/unloading and temporary storage in the ordinary course of transit) in the course of Your Business.

20. Property in Your custody, care and control

Property Damage to property of any third party entity held, administered, used or otherwise in Your possession or control (including property attached by a securing device to, or being lifted by, any such property). However, this exclusion will not apply to any Cover provided under Additional Benefit 3. Property in Your Physical or Legal Control.

21. Liability Under Agreement

Liability assumed by You under any contract, warranty, undertaking or agreement unless You would have been liable regardless of the contract, warranty, undertaking or agreement.

Note: However, this Exclusion will not apply to liability assumed by You under:

- a. a warranty of fitness or quality, or is implied by law, in respect of Products;
- b. a lease or agreement for tenancy of premises (or property) occupied by You in connection with Your Business unless any terms or conditions contained in such a lease or tenancy agreement require You to:
 - i. insure such premises (or property); or
 - ii. indemnify the lessor for Personal Injury or Property Damage regardless of fault;
- c. any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities; or
- d. any Cover provided under Additional Benefits 1. (Principal's Liability) and 2. (Interested Parties).

22. Aircraft & Watercraft

Personal Injury or Property Damage;

- a. caused by or in connection with the operation, ownership, possession or use of any Aircraft or Watercraft by You or on Your behalf;
- b. caused by or arising out of Products intended specifically for, and installed in or on, any Watercraft or Aircraft or other aerial device, or caused by or arising out of Products which You know would be so installed.

23. Motor Vehicles / Mobile Plant

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

- a. which is registered;
- b. which is required under any legislation to be registered; or
- c. in respect of which insurance is required to be effected by You or on Your behalf by or under any legislation, including legislation of any state or territory of Australia, whether or not such insurance is effected;

Note: However this Exclusion will not apply to any Cover provided under Additional Benefit 5. (Delivery away from a vehicle and use of Mobile Plant as Tool of Trade).

24. Professional Duty

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

- a. the rendering of or failure to render advice or services by members of Your own first aid, medical or ambulance services referred to in the Specific Definitions that apply to this Policy Product 3; or
- b. claims where such breach is in relation to advice or services given gratuitously.

25. Building or Construction Works

Claims in respect of Personal Injury or Property Damage arising directly or indirectly out of or caused by or in connection with the:

- a. erection;
- b. demolition; or
- c. alteration of or additions,

to buildings owned or occupied by You, where the cost of the contract for such works exceeds \$500,000 in total cost.

26. Defamation

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

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

27. Product Defects, Guarantees & Recalls

Any liability arising directly or indirectly from:

- a. Property Damage to Products if that damage is attributable to any defect in them or their harmful nature or they are not fit for the purpose for which they were intended. However, this will not apply to any resultant Property Damage caused to the remainder of the Product;
- b. any defect or deficiency in Products of which You or anyone acting on Your behalf knew or had reason to suspect at the time when Products passed from Your actual physical custody or from the actual physical custody of any person under Your control;
- c. Personal Injury or Property Damage caused by any defective or deficient design or error in any formula or in specification provided by You for a fee;
- d. any guarantee or warranty given by You or on Your behalf in respect of any Product. However this exclusion d. does not apply to a guarantee or warranty imposed by legislation; or

- e. the withdrawal, recall, inspection, repair, replacement or loss of use of Products, or of any property of which they form a part, or the making of any refund of the price paid for any Products, if Products are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

28. North American Exports

Personal Injury or Property Damage:

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

29. Import or Manufacture of Motor Vehicles or Mobile Plant or Component Parts

Any Personal Injury or Property Damage caused by or arising out of the manufacture or import of Motor Vehicles or Mobile Plant (or their components or parts).

Note: However this exclusion will not apply where You are importing or manufacturing such Motor Vehicles or Mobile Plant (or their components or parts) solely for Your own use.

30. Concrete Rip & Tear

Property Damage arising out of the intentional destruction or removal of poured concrete, concrete block, mortar or pre-stressed structural concrete of other structures being either in part or in whole Your Products which are found to be Defective.

For the purposes of this clause only, Defective means any of Your Products which upon testing by an accredited independent testing agency do not meet the contractual specifications or applicable safety regulations or building codes relating to compressive strength or other criteria required for the specific construction in which such materials are incorporated.

31. Dangerous Goods

Personal Injury or Property Damage arising out of or in any way connected with the handling, storage or transport of any Dangerous Goods except where all requirements and procedures of the "Australian Code for the Transport of Dangerous Goods by Road or Rail" and / or any relevant statute or law relating to the transportation or storage of Dangerous Goods have been complied with.

Note:

- a. For the purpose of this exclusion the term Dangerous Goods means any Goods codified under the "Australian Code for the transport of Dangerous Goods by Road or Rail" and any liquid fuel, liquid gas, toxic chemicals, acids, inflammable substances below 12.70 flashpoint, compressed gases, organic peroxides and explosives.
- b. For the removal of any doubt, Our Cover does **not** extend to include the following classes of Dangerous Goods:
 - i. Class 7 Radioactive substances, or
 - ii. Class 6.2 Infectious substances.

32. Sporting Participation

Personal Injury arising out of or in any way connected with, or arising from, or related to, the participation of any person in any game, match, race, practice, trial, or other sporting or physical activity (including but not limited to swimming, gymnastics, health and fitness activities).

33. Amusements

Personal Injury arising out of or in any way connected with animal rides, amusement rides or amusement devices of any description (including but not limited to inflatable equipment).

Note: Additional Exclusions apply. The General Exclusions that apply to all Policy Products also apply to this Policy Product 3.

Optional extensions that apply to Policy Product 3

The following optional extensions are not automatically applicable. They only apply if they are noted on Your Policy Schedule under Policy Product 3 - Public and Products Liability.

1. Consumer Protection - Queensland Electrical Contractors Cover

This Cover only applies to electrical work done for, or on behalf of, a consumer in Queensland under the Electrical Safety Act 2002 or the Electrical Safety Regulation 2013 at a single domestic dwelling by You during the Period of Insurance. This extension is subject to the following additional definitions, terms and conditions and those of Policy Product 3, as well as the General Definitions, General Exclusions and General Conditions that apply to all Policy Products.

The Cover

We will pay for Your:

- a. Trade Practices Liability;
- b. Defects in Domestic Electrical Work;
- c. Liability arising from the testing of Your own work and the work of others;
- d. Personal Injury or Damage to Property arising from incorrect advice or faulty design work performed by You, where You did not charge a specific fee for such advice or design work;
- e. Non-Completion of Domestic Electrical Work; and
- f. Consumer Protection.

The Limit

The maximum We will pay is:

- a. \$50,000 for any one claim in respect of Trade Practices Liability to pay the cost of rectifying the relevant electrical work;

- b. \$50,000 for any one claim or series of claims for Cover provided in clause b. to f. above in relation to a Certificate of Test, or if the Certificate of Test relates to more than one home \$50,000 in respect of each domestic installation; and
- c. the reasonable legal costs and expenses associated with a claim against You.

Exclusions

We will not pay and there is no Cover for loss, damage or liability arising from:

1. a Product Defect where We have established the Product was defective, however We will not exclude from Cover Your supply or use of any appliance, material, substance or other thing You were not aware was defective;
2. ordinary wear and tear or depreciation of Electrical Work;
3. failure by the Building Owner to reasonably maintain the Electrical Work;
4. consequential financial loss resulting from non-Domestic Electrical Work;
5. legal cost for any claim against You that are not related to a liability Covered under this Optional Extension; and
6. liquidated damages for delay or damages for delay that may arise under Contract provided this exclusion does not apply to increases in rectification costs caused by a delay.

Note: Additional Exclusions apply. The General Exclusions that apply to all Policy Products and the Exclusions that apply to this Policy Product 3 also apply.

Conditions

1. Period of Insurance

Under the Cover provided under (a) (Trade Practices Liability), (b) (Defects in Domestic Electrical Work) and (d) (Personal Injury or Damage to Property arising from incorrect advice or faulty design work) above, You are only Covered in respect of Electrical Work for which a Certificate of Test is required from the time You agree to carry out that work until 7 years after You:

- a. last issued the Certificate of Test in relation to that work; or
- b. stopped carrying out that work if You did not issue a Certificate of Test in relation to the work.

2. Insurer Compliance with Court Orders

We agree to comply with any order made against You by a court, tribunal or any other competent judicial body, in respect of any liability for which You are Covered for under this Optional Extension (including any Excess that You must pay to Us).

3. Limitation for Common Property

If We pay any claim in relation to Electrical Work carried out in the common property of a building, complex or multiple Homes which is subject to the Body Corporate and Community Management Act 1997 (Qld), We will reduce the amount We will pay under this Optional Extension of Cover by an amount calculated by dividing the amount of the claim by the number of Homes in the building or complex.

4. Limitation concerning Non-Completion of Domestic Electrical Work

If You fail to complete Domestic Electrical Work for any reason set out in the definition of Non-Completion of Domestic Electrical Work in this Optional Extension 1, then We will not Cover You for claims for the whole or a specified part of any payment made under a Contract that exceeds the value of the work completed at the time of payment.

5. Deemed acceptance of Claims

In relation to Domestic Electrical Work only, We will accept liability for a claim if We do not notify the person making the claim within 90 days of Us receiving the claim in writing that We accept or dispute the claim, unless We obtain an extension of time from the person in writing or from the disputes tribunal.

6. Electrical Contractor Insurance Requirements Prevail

We agree that if any term of this Optional Extension conflicts, or is inconsistent with the insurance requirements of Section 51 of the Electrical Safety Regulation 2013 (Qld) (or as amended), this extension will Cover You in accordance with those requirements.

7. Misrepresentation, fraud or non-disclosure - Domestic Electrical Work

In relation to Domestic Electrical Work only, We will not refuse to pay a claim under this Optional Extension on the grounds that this Optional Extension was obtained by misrepresentation, fraud or non-disclosure by You or anyone acting on Your behalf.

8. Certificates of Currency/Insurance

In relation to Domestic Electrical Work only, if We provide You with a Certificate of Currency or Insurance stating that You are Covered by the insurance, We agree that We will not refuse to pay a claim under this Optional Extension should You not have paid the premium.

9. No Restriction to right of recovery against You

Where Condition 7 and 8 above apply, You agree that if We make a payment under this Optional Extension to, or for the benefit of, a Building Owner under the circumstances Covered by this Extension, by doing so We are not restricting Our right to recover that payment from You.

10. Deemed Notice of defect

We agree that if a person gives notice of a defect in writing to You or Us, that person is to be taken for the purposes of this Optional Extension to have given notice of all defects of which the defect notified is directly or indirectly related, whether or not the claim in respect of the defects that were actually notified has been settled.

11. Claimant may enforce this Cover directly in certain cases

We and You both agree that:

- a. a person who is entitled to claim against You, in respect of any liability for which You are covered under this Optional Extension, may enforce this Optional Extension of Cover directly against Us, for that person's own benefit if:

- i. any event listed in the Cover clause d. (Personal Injury or Damage to Property arising from incorrect advice or faulty design work) of this Optional Extension occurs;
 - ii. You refuse to make a claim with Us; or,
 - iii. there is an irreconcilable breakdown of communication between You and Us; and
- b. for the purpose of such enforcement that person has the same rights and entitlements as You would have had under any legislation applicable to You, and
 - c. We will pay the person the full amount of any liability for which the You are Covered under this Optional Extension, despite any failure by You to pay the Excess You are required to pay.

12. Section 54 of ICA - Delayed notification

Subject to Section 54 of the Insurance Contracts Act 1984 (Cth), We will not reduce any amount that is otherwise payable under this Optional Extension due to a delay in that claim being notified to Us if:

- a. the person who makes the claim notifies You, either orally or in writing; or,
- b. that person or You notifies Us in writing within 180 days of the date when the person first became aware, or might reasonably be expected to have become aware, of any fact or circumstance that might give rise to the claim.

13. Notification concerning claims settled

We and You both agree We will notify the Electrical Safety Office in writing in the manner required by the Electrical Safety Office of the settling of any claim under this Optional Extension.

14. Excess

You must pay the Excess noted in Your Policy Schedule under Policy Product 3 for each claim We pay under this Optional Cover. However, You do not need to pay an Excess more than once in relation to any claim comprising more than one defect or two or more claims that relate to the same defect.

15. Cooperation

You must co-operate with Us in relation to a claim or potential claim. You must make reasonable efforts to assist and inform Us or Our agent and attend the relevant building site for the purpose of inspecting, rectifying or completing Electrical Work (unless the Building Owner refuses You access to the site).

16. Cancellation amendment

Notwithstanding the General Condition 2 (Cancellation that applies to all Policy Products), We agree that cancellation of this Optional Extension:

- a. will only take effect 30 days after We give both the Electrical Safety Office and You notice in writing of the cancellation;

- b. has no effect on any of Our obligations under this Optional Extension with respect to the Cover clause (a) (Trade Practices Liability), (b) (Defects in Domestic Electrical Work) and (d) (Personal Injury or Damage to Property arising from incorrect advice or faulty design work) of this Optional Extension in relation to Electrical Work that was carried out while this Policy was in force; and,
- c. has no effect on any of Our obligations under this Policy with respect to the liabilities referred to in the Cover clause (c) (liability arising from the testing of Your own work and the work of others) and (d) (Personal Injury or Damage to Property arising from incorrect advice or faulty design work). of this Optional Extension in relation to any Personal Injury to a third party or Damage to Property to the property of a third party (other than property that is part of the Electrical Work itself) that occurred while this Policy was in force.

Additional Definitions Specific to Optional Extension 1: Consumer Protection - QLD Electrical Contractors Cover

Word	Meaning
Building Owner	means the person for whom Domestic Electrical Work has been, is being, or is about to be, carried out and includes any: <ul style="list-style-type: none"> a. occupier of the land, building or home where the Domestic Electrical Work is carried out; b. person who is the owner for the time being of such land, building or Home; and c. assignee of the Building Owner’s rights under a Contract.
Certificate of Test	means the certificates required under sections 26 (certificate of testing and safety) and 227 (certificate of testing and compliance) of the Electricity Safety Regulation 2013 (Qld).
Consumer Protection	means any consequential financial loss reasonably incurred by the Building Owner as a result of any defects or Non Completion of the Electrical Work including but not limited to: <ul style="list-style-type: none"> a. any loss of any deposit or progress payments or any part of progress payments; b. the cost of alternative accommodation, removal and storage costs that are reasonably and necessarily incurred;
Contract	means a written agreement to carry out Domestic Electrical Work and includes a domestic building contract or other building contract that includes Domestic Electrical Work.

Defects in Domestic Electrical Work

means:

- a. a failure to carry out the Domestic Electrical Work consistent with current electricity legislation, industry practices and standards and in accordance with any plans and specifications set out in the Contract;
- b. a failure to use materials in the Domestic Electrical Work that are good and suitable for the purpose for which they are used;
- c. the use of materials in the Domestic Electrical Work that are not new unless the Contract expressly permits the use of materials that are not new;

Defects in Domestic Electrical Work (cont.)

- d. a failure to carry out the Domestic Electrical Work in accordance with and in compliance with all laws and legal requirements or any applicable Australian or other relevant standard or code of practice including without limiting the generality of this paragraph, the Electrical Safety Act 2002 (Qld) with any amendments and regulations made under that Act;
- e. a failure to carry out the Domestic Electrical Work with due care or skill, or a failure to complete the Domestic Electrical Work:
 - i. by the date or within the period specified by the Contract; or,
 - ii. within a reasonable time if no date or period is specified;
- f. if the Contract states the particular purpose for which the Domestic Electrical Work is required or the result which the Building Owner wishes the work to achieve so as to show that the Building Owner relies on the electrical contractor's skill and judgment, a failure to ensure that the electrical work and any materials used in carrying out the electrical work:
 - i. are fit for the purpose, and,
 - ii. are of such a nature and quality that they will achieve that result; or,
- g. a failure to maintain a standard or quality of Domestic Electrical Work specified in the Contract;

Provided that a reference to any material in sub-clause b. (failure to use materials that are good and suitable for their intended use), c. (use of materials that are not new) and f. a failure to ensure materials are fit for purpose and of a nature and quality that will achieve that result) does not include any material that is supplied by the Building Owner (or the Building Owner's agent).

Disappearance

means cannot be found after reasonable search and enquiry.

Domestic Electrical Work	means Electrical Work performed or intended to be performed on or in relation to a Home or any building or structure on land on which a Home is or is intended to be situated including any electrical appliance which belongs to the Home, hereby the Electrical Work carried out is at the repairer's premises.
Electrical Work	means electrical work as defined in Section 18 of the Electrical Safety Act 2002 (Qld) and includes the installation and testing of such work.
Home	means any residential premises but other than: <ul style="list-style-type: none"> a. any residence that is not intended for permanent habitation; b. a rooming house; c. a motel, residential club, residential hotel, or residential part of licensed premises; d. a nursing home, hospital, or accommodation associated with a hospital; e. the common areas under the control of the Body Corporate in residential villas, townhouses, duplex, triplex, quadruplex or home units which make up the body corporate; or, f. any Watercraft.
Non-Completion of Domestic Electrical Work	means non-completion of Domestic Electrical Work due to: <ul style="list-style-type: none"> a. the death or legal incapacity of the electrical contractor; b. the Disappearance of the electrical contractor; c. the electrical contractor becoming Insolvent; d. the cancellation or suspension of the electrical contractor's licence under the Electrical Safety Act 2002 (Qld); or e. the early termination of the Contract by the Building Owner as a result of the electrical contractor's wrongful failure or refusal to complete the Domestic Electrical Work.
Product Defect	means a defect in any appliance, material, substance or other thing that You supplied or used in connection with electrical work.
Trade Practices Liability	means any liability that arises as a result of conduct by the electrical contractor that contravenes the Competition and Consumer Act 2010 (Cth) and the Fair Trading Act 1989 (Qld) other than any fine or penalty imposed by such contravention.

2. Consumer Protection – Victorian Plumbing Contractors Warranty Cover

This Cover only applies to plumbing work done for, or on behalf of, a consumer in Victoria under the Licensed Plumbers General Insurance Order 2002 (or any subsequent amendment) made pursuant to the Building Act 1993 (Vic) by You during the Period of Insurance. This extension is subject to the following additional definitions, terms and conditions and those of Policy Product 3, as well as the General Definitions, General Exclusions and General Conditions that apply to all Policy Products.

The Cover

We will pay for Your:

- a. liability to pay for the cost of rectifying any Plumbing Work because of Plumbing Defects in the Plumbing Work;
- b. Consumer Law Liability;
- c. Completed Plumbing Work Liability;
- d. Public Liability;
- e. liability arising from Non-completion of Domestic Plumbing Work; and,
- f. Consumer Protection.

We will also cover You for the liabilities referred to in clauses a. to f. inclusive that arise from any act or omission of any person contracted by You to carry out the Plumbing Work.

The Limit

The maximum We will pay is:

- a. in respect of Consumer Law Liability is the cost of rectifying the relevant Plumbing Work limited to:
 - i. \$50,000 in respect of Domestic Plumbing Work, for any one claim; or
 - ii. \$100,000 in respect of Non-domestic Plumbing Work, for any one claim;
- b. in respect of Completed Plumbing Work Liability or Public Liability is the cost of rectifying the relevant Plumbing Work limited to the Limit of Liability shown in Your Policy Schedule for Policy Product 3 – Public and Products Liability;
- c. in respect of Cover clauses a. (rectifying any Plumbing Work because of Plumbing Defects), e. (liability arising from Non-completion of Domestic Plumbing Work) and f. (Consumer Protection) above, the maximum amount We will pay is:
 - i. \$50,000 in respect of Domestic Plumbing Work, for any one claim in relation to a Compliance Certificate or if the Compliance Certificate relates to more than one Home \$50,000 for each Home; or
 - ii. \$100,000 in respect of Non-domestic Plumbing Work, for any one claim in relation to a Compliance Certificate; and,
- d. the reasonable legal costs and expenses associated with a claim against You which would be Covered under this Optional Extension to Policy Product 3.

Exclusions

We will not pay and there is no Cover for loss, damage or liability arising from:

1. a Plumbing Product Defect provided that We must establish that the claim is based on a Plumbing Product Defect and We will not exclude Cover in relation to Your supply or use of any appliance, material, substance or other thing You were not aware was defective (or should have been aware of);
2. ordinary wear and tear or depreciation of Plumbing Work;
3. failure by the Building Owner to reasonably maintain the Plumbing Work;
4. consequential financial loss in relation to Non-domestic Plumbing Work;
5. legal cost for any claim against You that are not related to a liability Covered under this Optional Extension; and
6. liquidated damages for delay or damages for delay that may arise under Contract provided this exclusion does not apply to increases in rectification costs caused by a delay.

Note: Additional Exclusions apply. The General Exclusions that apply to all Policy Products and the Exclusions that apply to this Policy Product 3 also apply.

Conditions

1. Period of Insurance variation

- a. Under the Cover provided under a. (rectifying any Plumbing Work because of Plumbing Defects), b. (Consumer Law Liability), e. (liability arising from Non-completion of Domestic Plumbing Work) and f. (Consumer Protection) above, You are only Covered in respect of Plumbing Work for which a Compliance Certificate is required from the time You agree to carry out that work until six (6) years after You:
 - i. last issued the Compliance Certificate in relation to that work; or
 - ii. stopped carrying out that work if You did not issue a Compliance Certificate in relation to the work.
- b. You are Covered in respect of Plumbing Work for which a Compliance Certificate is required for Public Liability and Completed Plumbing Work Liability that occurs during the Period of Insurance caused by an Occurrence that happens in connection with the carrying out of the Plumbing Work (regardless of when the Plumbing Work was carried out),
- c. The Cover under Cover clauses a. (rectifying any Plumbing Work because of Plumbing Defects), b. (Consumer Law Liability), e. (liability arising from Non-completion of Domestic Plumbing Work) and f. (Consumer Protection) of this Optional Extension continues to apply throughout the relevant period specified in sub-clause a.i. of this clause 1 (6 years after You last issued the Compliance Certificate in relation to the work) even if You cease to be a licensed or registered Plumber before the end of that period and even if You cease to maintain this Policy.

2. Insurer Compliance with Court Orders

We agree to comply with any order made against You by a court, Victorian Civil and Administrative Tribunal or any other competent judicial body, in respect of any liability for which You are Covered for under this Optional Extension (including any Excess that You must pay to Us).

3. Limitation for Common Property

If We pay any claim in relation to Plumbing Work carried out on land in a plan of subdivision containing common property, We will reduce the amount We will pay under this Optional Extension of Cover in respect of any one Home on land in the plan of subdivision, by an amount calculated by dividing the amount of the claim by the number of Homes on the land in the plan of subdivision.

4. Limitation concerning non-completion of work

If You fail to complete Plumbing Work for any reasons set out in the definition of Non-completion of Domestic Plumbing Work in this Optional Extension 2, We will not Cover You for claims for the whole or a specified part of any payment made under a Contract that exceeds the value of the work completed at the time of payment.

5. Deemed acceptance of Claims

This clause applies to Domestic Plumbing Work only and does not apply to Public Liability and Completed Plumbing Work Liability. We will accept liability for a claim if We do not notify the person making the claim within 90 days of Us receiving the claim in writing that We accept or dispute the claim, unless We obtain an extension of time from the Victorian Civil and Administrative Tribunal.

6. Plumbing Contractor Insurance Requirements Prevail

We agree that if any term of this Optional Extension conflicts, or is inconsistent with the Licensed Plumbers General Insurance Order 2002 made under sections 221ZQ and 221ZT of the Building Act 1993 (Vic) this extension will Cover You in accordance with those requirements.

7. Misrepresentation, fraud or non-disclosure - Domestic Plumbing Work

In relation to Domestic Plumbing Work only, We will not refuse to pay a claim under this Optional Extension on the grounds that this Optional Extension was obtained by misrepresentation, fraud or non-disclosure by You or anyone acting on Your behalf.

8. Certificates of Currency/Insurance

In relation to Domestic Plumbing Work only, if We provide You with a Certificate of Currency or Insurance stating that You are covered by the insurance, We agree that We will not refuse to pay a claim under this Optional Extension (other than a claim in respect of Public Liability and Completed Plumbing Work Liability) should You not have paid the premium.

9. Deemed Notice of Plumbing Defect

We agree that if a person gives notice of Plumbing Defects in writing to You or Us, that person is to be taken for the purposes of this Optional Extension to have given notice of all Plumbing Defects, of which the defect notified is directly or indirectly related, whether or not the claim in respect of the defects that were actually notified has been settled.

10. Claimant may enforce this Cover directly in certain cases

We and You both agree that:

- a. a person who is entitled to claim against You, in respect of any liability for which You are covered under this Optional Extension, may enforce this Optional Extension of Cover directly against Us, for that person's own benefit if:
 - i. any event listed in the Cover clause e. (liability arising from Non-completion of Domestic Plumbing Work) and f. (Consumer Protection) of this Optional Extension occurs;
 - ii. You refuse to make a claim with Us; or
 - iii. there is an irreconcilable breakdown of communication between You and Us; and
- b. for the purpose of such enforcement that person has the same rights and entitlements as You would have had under any legislation applicable to You, and
- c. We will pay the person the full amount of any liability for which You are Covered under this Optional Extension, despite any failure by You to pay the Excess You are required to pay.

11. Section 54 of ICA - Delayed notification

Subject to Section 54 of the Insurance Contracts Act 1984 (Cth), We will not reduce any amount that is otherwise payable under this Optional Extension due to a delay in that claim being notified to Us if:

- a. the person who makes the claim notifies You, either orally or in writing; or
- b. that person or You notifies Us in writing within 180 days of the date when the person first became aware, or might reasonably be expected to have become aware, of any fact or circumstance that might give rise to the claim.

12. Notification concerning claims settled

We and You both agree We will notify the Victorian Building Authority in writing of the settling of any claim under this Optional Extension.

13. Conflicting provisions

- a. Nothing in the Policy should be read as limiting the Cover under this Optional Extension with respect of any Plumbing Defect as a result of:
 - i. any error in design, specification, formula, pattern or the provision of advice that is incidental to any Plumbing Work undertaken by You;
 - ii. any loss or damage to that part of the property on which You were working and which arises out of that Plumbing Work;
 - iii. the cost of inspecting, repairing or replacing component parts of Plumbing Work.
- b. To the extent that sub-clause (a) of this Condition 13 (Conflicting provisions) is in conflict with any other provision in the Policy, sub-clause (a) will prevail.
- c. Nothing in the Policy should be read as limiting Cover under this Optional Extension with respect to Public Liability or Completed Work Liability as a result of any Personal Injury, loss or damage arising directly or indirectly out of, or in

connection with or caused by, the erection, demolition, alteration of or addition to buildings by You or on Your behalf. To the extent that this sub-clause (c) of this Condition 13 (Conflicting provisions) is in conflict with any other provision in the Policy, this sub-clause (c) will prevail.

14. Excess

You must pay the Excess noted in Your Policy Schedule under Policy Product 3 for each claim We pay under this Optional Cover. However, You do not need to pay an Excess more than once in relation to any claim comprising more than one Plumbing Defect or two or more claims that relate to the same Plumbing Defect. You also do not need to pay an Excess in relation to any claim against You for Personal Injury or Non-completion of Domestic Plumbing Work.

15. Cooperation

You must co-operate with Us in relation to a claim or potential claim. You must make reasonable efforts to assist and inform Us or Our agent and attend the relevant building site for the purpose of inspecting, rectifying or completing Plumbing Work (unless the Building Owner refuses You access to the site).

16. Cancellation amendment

Notwithstanding the General Condition 2. (Cancellation) that applies to all Policy Products, We agree that cancellation of this Optional Extension:

- a. will only take effect 30 days after We give both the Victorian Building Authority and You notice in writing of the cancellation;
- b. has no effect on any of Our obligations under this Optional Extension with respect to the Cover clauses a. (rectifying any Plumbing Work because of Plumbing Defects), b. (Consumer Law Liability), e. (liability arising from Non-completion of Domestic Plumbing Work) and f. (Consumer Protection) of this Optional Extension in relation to Plumbing Work that was carried out while this Policy was in force; and
- c. has no effect on any of Our obligations under this Policy with respect to Public Liability and Completed Plumbing Work Liability in relation to any Personal Injury to a third party or Damage to Property to the property of a third party (other than property that is part of the Plumbing Work itself) that occurred while this Policy was in force.

Additional Definitions Specific to Optional Extension 2: Consumer Protection - VIC Plumbing Contractors Warranty

Word	Meaning
Building Owner	<p>means the person for whom Plumbing Work has been, is being, or is about to be, carried out and includes any:</p> <ol style="list-style-type: none"> occupier of the land, building or home where the Plumbing Work is carried out; person who is the owner for the time being of such land, building or Home; if the Plumbing Work is carried out on land in a plan of subdivision containing common property, the body corporate for that land or a building on that land; assignee of the Building Owner's rights under a Contract; or, any person who has contracted with another person to provide the Plumbing Work.
Completed Plumbing Work	<p>means Public Liability directly or indirectly related to or arising from the Plumbing Work:</p> <ol style="list-style-type: none"> after You have issued of a Compliance Certificate for the Plumbing Work; or, after You stopped carrying out the work if no Compliance Certificate is issued for the Plumbing Work.
Compliance Certificate	<p>means a certificate referred to in Section 221ZH of the Building Act 1993 (Vic).</p>
Consumer Law Liability	<p>means any liability that arises as a result of Your conduct in connection with the Plumbing Work that contravenes Sections 18 (misleading or deceptive conduct), 29 (false or misleading representations), 34 (misleading conduct), 60 (guarantee as to due care and skill) or 61 (guarantee as to fitness for a particular purpose) of the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)).</p>
Consumer Protection	<p>means any liability arising from any consequential financial loss reasonably incurred by the Building Owner in respect of Domestic Plumbing Work as a result of any Plumbing Defects or Non-completion of Domestic Plumbing Work including but not limited to:</p> <ol style="list-style-type: none"> any loss of any deposit or progress payment (or any part of any deposit or progress payment); and, the cost of alternative accommodation, removal and storage costs that are reasonably and necessarily incurred

Contract	means a written agreement to carry out Plumbing Work and includes a domestic building contract or other building contract that includes Plumbing Work.
Disappearance	means cannot be found after reasonable search and enquiry.
Domestic Plumbing Work	<p>means Plumbing Work performed or intended to be performed on or in relation to:</p> <ul style="list-style-type: none"> a. a Home; or, b. any building or structure on land, on which a Home is or is intended to be installed. <p>For the purpose of this definition, Domestic Plumbing Work also includes any Contract for both Domestic and Non-domestic Plumbing Work in which the Non-domestic Plumbing Work component does not exceed 20% of the total Contract value.</p>
Home	<p>Home means any residential premises and includes any part of a commercial or industrial premises that is used as a residential premises but other than:</p> <ul style="list-style-type: none"> a. any residence that is not intended for permanent habitation; b. a rooming house within the meaning of the Residential Tenancies Act 1997 (Vic); c. a motel, residential club, residential hotel, or residential part of licensed premises under the Liquor Control Reform Act 1998 (Vic); d. a nursing home, hospital, or accommodation associated with a hospital; e. any Watercraft greater than eight (8) metres in length; or f. any residence that the regulations made under the Domestic Building Contracts Act 1995 (Vic) state is not a home for the purposes of the definition of a “home” in that Act.
Insolvent Under Administration	has the meaning as defined in Section 9 of the Corporations Act 2001 (Cth).
Non-domestic Plumbing Work	means Plumbing Work that is not Domestic Plumbing Work.

Non-completion of Domestic Plumbing Work

means Domestic Plumbing Work which is not completed or where a Compliance Certificate has not been issued due to:

- a. Your death or legal incapacity;
- b. Your Disappearance;
- c. You becoming Insolvent Under Administration;
- d. the cancellation or suspension of Your licence as a licensed plumber under the Building Act 1993 (Vic); or,
- e. the early termination of the Contract by the Building Owner as a result of Your wrongful failure or refusal to complete the Plumbing Work.

Plumbing Defects

means:

- a. a failure to carry out Plumbing Work in a proper and workmanlike manner in accordance with any plans and specifications set out in the Contract;
- b. a failure to use materials in the Plumbing Work that are good and suitable for the purpose for which they are used;
- c. the use of materials in the Plumbing Work that are not new (unless the Contract expressly permits the use of materials that are not new);
- d. a failure to carry out the Plumbing Work in accordance with and in compliance with all laws and legal requirements or any applicable Australian or other relevant standard or code of practice including without limiting the generality of this paragraph, the Building Act 1993 (Vic) with any amendments and regulations made under that Act;
- e. a failure to carry out Plumbing Work with reasonable care and skill and, in the case of Domestic Plumbing Work a failure to complete the Plumbing Work
 - i. by the date (or within the period) specified by the Contract; or,
 - ii. within a reasonable time if no date (or period) is specified;
- f. if the Contract states the particular purpose for which the Plumbing Work is required or the result which the Building Owner wishes the work to achieve, so as to show that the Building Owner relies on Your skill and judgment, a failure to ensure that the Plumbing Work and any materials used in carrying out the Plumbing Work:
 - i. are reasonably fit for the purpose; or
 - ii. are of such a nature and quality that they might reasonably be expected to achieve that result; or

Plumbing Defects (cont.)	<p>g. a failure to maintain a standard or quality of Plumbing Work specified in the Contract.</p> <p>Provided that a reference to any material in sub-clause b. (failure to use materials that are good and suitable for their intended use) or f. (a failure to ensure materials are reasonably fit for purpose and of a nature and quality that will achieve that result) does not include any material that is supplied by the Building Owner (or the Building Owner's agent).</p>
Plumbing Product Defect	<p>means a defect in any appliance, material, substance or other thing that You supplied or used in connection with Plumbing Work.</p>
Plumbing Work	<p>means Plumbing work as defined in Section 221C of the Building Act 1993 (Vic).</p>

Policy Product 4

Work Tools



Introduction

This Policy Product does not apply unless it is noted on Your Policy Schedule.

Subject to the following terms and conditions, as well as General Exclusions and General Conditions that apply to all Policy Products, this Policy Product 4 provides Cover for loss or damage to Your portable Work Tools resulting from an Accident, or theft from a locked and secured building or vehicle, in Australia during the Period of Insurance.

Definitions Specific To This Policy Product 4

Word	Meaning
Accident/ Accidental	means an unintended, unforeseen, unlooked-for happening or mishap, which could not reasonably be expected nor designed by You or any person acting for You or on Your behalf.
Electronics	means portable electronic equipment owned by You that is primarily used for Your Business and is designed to be moved from one place to another (such as mobile phones, laptops, notebooks or tablets). It does not include desktop computers and their related accessories. Cover for Electronics only applies if noted on Your Policy Schedule. Note: Some items are excluded see Exclusion 2
Insured Property	means Work Tools, Electronics and Surveying Equipment if noted as Covered in Your Policy Schedule for Product 4. Work Tools. Note: Some items are excluded see Exclusion 2.

Work Tools means any of the following items primarily used for Your Business that are owned by You:

- a. portable power tools operated by a motor;
- b. portable pneumatic power tools;
- c. non-powered hand tools.
- d. portable equipment not limited to generator, compressor, cement mixer, jack-hammer, welders, cement skimmer and the like, but not Mobile Plant, vehicles, or trailer mounted equipment.

Note : Some items are excluded see Exclusion 2

Surveying Equipment means portable equipment owned by You that is primarily used for Your Business such as GPS, laser levelers, photographic, video equipment and the like used for construction purposes. Cover for Survey Equipment only applies if noted on Your Policy Schedule.

Note: Some items are excluded see Exclusion 2

The Cover

Your cover under this Policy Product 4

Subject to the Policy terms and conditions and the Sum Insured specified in Your Policy Schedule for Work Tools under Policy Product 4, We will pay for physical loss of or damage to Your Work Tools, Electronics and Surveying Equipment which occurs within Australia during the Period of Insurance, provided the loss or damage is caused by or arising from:

- a. An Accident; or
- b. Theft of items:
 - i. from a locked and secured building or vehicle; or,
 - ii. that were securely locked or permanently affixed to a building; or
 - iii. from a locked toolbox permanently fixed to the vehicle, but only if there is visible evidence of violent and forcible entry.

How much We will pay and how We will settle Your claim

The maximum We will pay is up to the Sum Insured specified in Your Policy Schedule for any one loss or series of losses arising from the one event. However, the maximum We will pay for any one item is \$2,000 (unless a different amount is noted in Your Policy Schedule).

Subject to the Sum Insured and Policy Excess for this Policy Product 4, at Our option We will pay reasonable costs for You to:

- a. Repair Your Insured Property, where economical; or
- b. Replace Your Insured Property that is a non-powered hand tool (regardless of its age), with same make and model if available; or
- c. Replace Your Insured Property that is less than three years old, with same make and model if available; or
- d. Replace Your Insured Property that is greater than three years old, to a condition equal to but no better or more extensive than their condition immediately prior to the loss or damage.

When We pay for theft, or a Total Loss, of a specified item, Cover will cease for that specified item without refund of premium.

Exclusions that apply to all Sections of Policy Product 4

The following exclusions apply to all sections of Policy Product 4. We will not pay and there is **no Cover** for:

1. Excluded causes of loss

Loss or damage to Insured Property, resulting from:

- a. Any kind of mechanical, hydraulic, electrical or electronic breakdown, burnout, failure or malfunction of, the Insured Property unless caused by an Accident Covered by this Policy;
- b. Theft of Insured Property being left in the open air;
- c. Theft of Insured Property from an unsecured or unoccupied premises or site;
- d. Theft from any building or vehicle unless the Insured Property was securely locked inside the building or vehicle and the theft was consequent upon visible violent and forcible entry;
- e. Theft or any attempted theft by, or in collusion with, Your employees, household members, or people working or residing with You;
- f. Ordinary wear and tear or gradual deterioration;
- g. Testing, experimentation, intentional overloading, misuse or abuse;
- h. Loss of or damage to property undergoing any process involving the application of heat;
- i. Delay;
- j. Any pre-existing damage, faults or defects in any Insured Property;
- k. The inherent vice or nature of the Insured Property;
- l. Consequential losses;
- m. Corrosion, rust, oxidation, mildew, mould or any form of fungus or rot, unless these are directly resulting from an event Covered by this Policy Product 4;
- n. Vermin, moths, termites or other insects;

- o. Insufficiency of packaging or preparation of the Insured Property with Your knowledge;
- p. Ordinary leakage, ordinary loss in weight or volume;
- q. Unexplained loss, mysterious disappearance and/or shortage deduced solely from an inventory computation;
- r. Fraud or dishonesty by You or others to whom any Insured Property may be delivered, entrusted, loaned or rented;
- s. Action of the sea, storm surge, tidal wave, or high water;
- t. Insured Property being insured under any form of contract works or similar insurance policies; or,
- u. Dismantling, assembly, testing or fabrication of the Insured Property.

2. Excluded items

Loss or damage to:

- a. Your work supplies, stock, building construction materials, parts and the like;
- b. Bullion, precious stones, cash, money or securities, credit cards, precious metal objects, precious jewelry;
- c. Motor vehicles, motor bicycles, trailers, trailer mounted equipment, mobile plant and machinery and the like;
- d. Site buildings, site huts, caravans, mobile homes, mobile toilets, barricades, signs and containers;
- e. Guns and ammunition;
- f. Livestock, live animals or live fish;
- g. Eftpos machines
- h. Personal property;
- i. Property owned by Your employees or contractors;
- j. Aircraft, helicopters, missiles, watercraft and the like;
- k. Antiques or works of art; and
- l. Live plants.

3. Driving under the influence of drugs or alcohol

Any loss, damage, liability or expense caused by or arising out of the conveyance carrying the Insured Property being driven by or is in the charge of You or any person under the influence of any drug or of intoxicating liquor so as to be:

- a. Impaired or incapable of being fit to operate or having proper control of the conveyance; or
- b. At or above the concentration of drugs or alcohol that is prescribed by any applicable law of the state or territory in which the loss or damage occurs.

However, this exclusion will not apply if You prove that:

- i. You did not consent to the conveyance being driven by or in charge of a person under the influence of any drug or of intoxicating liquor; and

- ii. You were not aware of and did not have knowledge that the conveyance was driven by or in charge of a person under the influence of any drug or of intoxicating liquor,

Provided always that the person driving or in charge of the conveyance has never refused to undergo alcohol or drug testing if requested to do so by You or Your employees.

4. Cyber attack

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

Note:

- a. However where this Policy covers an act of Terrorism, this exclusion shall not operate to exclude losses (which would otherwise be Covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
- b. Any other Cover provided by this Policy shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not used as a means for inflicting harm.

Note: Additional Exclusions apply. The General Exclusions that apply to all Policy Products also apply to this Policy Product 4.

Conditions specific to Policy Product 4

1. Evidence of value

When We request, You must provide receipts of purchase of all Insured Property so that You can prove ownership and the amount of any loss if You have to claim under this Policy.

2. Right to examine

We shall have the right to examine any damaged Insured Property at any reasonable time as agreed between Us or if requested, You must provide detailed photos of the damaged items.

3. Theft

Any theft claim must be reported to the police and You must provide Us with the police reference number.

4. Automatic reinstatement following loss

Cover under this Policy Product 4 will not be reduced by the amount of any loss, provided that You comply with any additional terms reasonably required by Us and pay any additional premium due.

Policy Product 5

Goods in transit



Introduction

This Policy Product does **not** apply unless it is noted on Your Policy Schedule.

Subject to the following terms and conditions, as well as General Exclusions and general conditions that apply to all Policy Products, this Policy Product 5 provides Cover for loss or damage to Goods belonging to You, or owned by a third party in Your custody or control, in Transit in Australia during the Period of Insurance.

Definitions Specific To This Policy Product 5

Word	Meaning
Accident/ Accidental	means an unintended, unforeseen, unlooked-for happening or mishap, which could not reasonably be expected nor designed by You or any person acting for You or on Your behalf who has actual knowledge of the means of transportation of the Goods.
Bloodstock	means thoroughbred, racing, prize, breeding or competition horses.
Goods	means any form of tangible property and its packaging or protection, belonging to You or owned by a third party in Your custody or control for the purposes of Transit. Some Goods are excluded (see Exclusion 2. and Your Policy Schedule).

Conveyance	means any motor vehicle, road transport vehicle, postal service, aircraft, train, ship or vessel used to transport the Goods.
Dangerous Goods	means dangerous Goods classes as defined by the current Australian Dangerous Goods Code for the Transport of Dangerous Goods by Road and Rail or as defined by the current International Maritime Dangerous Goods Code.
Deliberate Act of a Third Party	means the deliberate act of any party, including federal, state or local regulatory authorities exercising their legislative powers in order to prevent or minimise an environmental hazard/pollution resulting from an Accident, but excludes an act: <ul style="list-style-type: none"> a. committed by You, Your employee or Your Subcontractor; b. committed with Your knowledge or connivance; c. that was the result of Your lack of due diligence; or d. of Terrorism.
General Average	means the maritime legal principle by which, should the shipowner, one or more owners of the Goods, or other parties with an interest in property on board a sea going vessel, make an extraordinary sacrifice or expenditure for the purposes of preserving all property at risk at a time of peril, all parties with property that has been preserved by such sacrifice or expenditure can be called upon to contribute a proportion of loss incurred.
Geographical Limit	means the geographical area specified in Your Policy Schedule.
Government Authority	means a person, body or entity acting under a power pursuant to any act of the Parliament of Commonwealth or any act of the Parliaments of the States or Territories of the Commonwealth of Australia, including any regulation, subordinate legislation or delegated authority.
Livestock	means sheep, cattle, goats, pigs and other herd animals, but Livestock excludes: <ul style="list-style-type: none"> a. birds (except poultry); b. Bloodstock and other horses; c. prize animals and d. Stud Stock (unless noted in Your Policy Schedule).
Services	means the carriage, transportation, handling or storage of the Goods

Subcontractors	means any person, entity or company with whom or with which You may contract to perform any Services, on Our behalf.
Stud Stock	means male animals of a particular breed, strain or stock within a species used for the continuance of improvement of a breeding line, including but not limited to bulls, rams, bucks and hogs.
Sum Insured	means the amount(s) specified in Your Policy Schedule (or this Policy) which will be the maximum amount We will pay for any one loss or series of losses arising from one event, subject to the application of any Excess. The amount of the Sum Insured is inclusive of GST (where applicable).

The Cover

Your Cover under this Policy Product 5

Subject to the following terms and conditions and the Sum Insured specified in Your Policy Schedule for Goods in Transit under Policy Product 5, We will provide the following Cover;

Transit means the ordinary course of transportation of Goods upon a Conveyance within Australia:

- Commencing from the first movement of the Goods for the purpose of being conveyed to a destination outside the premises at which loading takes place; through to
- Transporting the Goods to Your contracted destination; to and including
- Unloading of the Goods from the Conveyance and last movement of the Goods from the Conveyance at the intended destination.

Transit will also include temporary storage (which has not been requested by owner of the Goods but is necessary for the purposes of transshipment, handling or consolidation/ deconsolidation and will be no longer than 7 days in the aggregate) which may occur during this transportation period.

Cover

We will pay for physical loss of or damage to those Goods (of the kind described in Your Policy Schedule), while in Your care or the care of any party You have engaged to move the Goods, which occurs during the Period of Insurance and Transit within the Geographical Limits as noted in Your Policy Schedule, provided the loss or damage is caused by or arising from:

- An Accident;
- A deliberate Act of a Third Party;

- c. A General Average contribution You are required to pay, where the Goods are transported by sea; or
- d. Discharge at a port of distress.

Additional benefits

Where We accept a claim for any physical loss and damage to the Goods in the section above, We agree to provide You with the following additional benefits for any one event. The additional benefits in 6. and 7. below do not require any physical loss or damage to the Goods as a pre-requisite to Cover. The limits which apply to each of the additional benefits 1. to 9. specified in this clause are in addition to the Sum Insured for the Cover shown in Your Policy Schedule up to a limit of:

1. Removal of debris & minimise further loss

\$50,000 For all necessary expenses reasonably incurred by You or Your subcontractor:

- a. In removing Goods debris (but excluding clean-up and removal of dangerous Goods); or
- b. To avoid or minimise any further loss or damage to the Goods.

2. Onforwarding costs

\$10,000 for the reasonable cost of hiring a replacement Conveyance or a driver to complete the carriage of Goods to the destination named in the consignment note;

3. Shipping containers, packaging & carriage equipment

\$50,000 for the cost of repair or replacement of packaging or the following carriage equipment: packing materials, crates, pallets, tarpaulins, ropes, chains, webbing straps, dogs, gates, trolleys and containers belonging to You or which You are legally responsible, provided these items are not recoverable under any Commercial Motor insurance or other Policy of insurance;

4. Legal costs

At Our option acting reasonably, We will represent You or arrange for Your representation in the negotiation, settlement or defense of a claim against You, for an amount in addition to the Sum Insured shown in Your Policy Schedule, but only until such time that:

- a. Legal costs of \$50,000 in total have been expended; or
- b. We have settled or otherwise resolved Your Goods claim under this Policy Product 5,
Whichever is the earlier.

We will not pay legal costs incurred by You in defending any such claim without Our written consent.

5. Brands, labels & packaging

When We pay a claim under this Policy and You are the manufacturer of the Goods, any damaged Goods bearing Your identifying brands or Your labels or other

permanent markings, may be retained by You to dispose of as You see fit, provided a reasonable allowance is agreed for the value of the Goods and this allowance is deducted from the claim settlement. Where the loss or damage only relates to labels or packaging, We will only pay the cost to recondition and/or replace such labels or packaging.

6. Re-securing costs

Your Policy is extended to cover up to \$10,000 for all necessary expenses reasonably incurred in re-securing Goods where there has been shifting or movement of Goods in Transit which makes re-securing necessary, even though there may be no claim resulting from the shifting or movement of the Goods, provided that:

- a. These costs are not recoverable under any other Policy of insurance; and
- b. The circumstances requiring re-securing were outside Your control; and
- c. You could not reasonably be expected to have knowledge of the circumstances leading to the re-securing in the normal course of Your business.

7. Insolvency or financial default of carrier expenses clause

If any transit is interrupted or terminated due to the insolvency or financial default of the carrier (land, sea or air), whether or not loss or damage has been occasioned to the Goods, We will pay You the reasonable freight and/or temporary storage expenses to deliver the Goods to their intended destination, an alternate destination or to return the Goods to the place from which they were despatched, up to a maximum of 10% of the Sum Insured of the Goods.

8. Accumulation

In the event of an unscheduled and unexpected accumulation of the Goods during the ordinary course of Transit that did not arise from any circumstances within Your control, then the maximum We will pay under this Policy Product 5 shall be twice the Sum Insured stated in the Policy Schedule.

9. Sealed shipping container clause

In respect of shortage or non-delivery of shipments carried in any fully enclosed shipping container where the shipping container seal remains intact at the unloading point, We will pay Your loss or damage suffered provided that You produce sufficient documentary evidence to substantiate the quantity loaded into the sealed shipping container at the loading point.

How much We will pay and how We will settle Your claim

1. The maximum We will pay is up to the Sum Insured specified in Your Policy Schedule for any one loss or series of losses arising from the one event.
2. Subject to General Condition 4. Tax, We will pay the owner of the Goods:
 - a. For Goods sold or purchased, the invoice value;
 - b. For all other Goods or where no invoice was provided, the cost of repairing or reinstating the Goods to a condition equal to but no better or more extensive than its condition immediately prior to the loss or damage.

3. If the loss or damage only relates to labels or packaging, We will only pay the cost to recondition and/or replace such labels or packaging.
4. You must pay the Excess noted in Your Policy Schedule for this Policy Product 5. If the Excess varies in Your Policy Schedule by the type of Goods Covered, the higher Excess will apply and only once if more than one type of Goods are damaged.
5. We reserve the right of subrogation against any Subcontractor or third party You engage to move the Goods.

Exclusions specific to Policy Product 5

We will not pay and there is **no cover** for:

1. Excluded causes of loss

Loss or damage to the Goods resulting from:

- a. Ordinary wear and tear, gradual deterioration or natural depreciation;
- b. Delay;
- c. Inherent vice or natural characteristic of the Goods that causes the Goods to become spoiled or damaged (not limited to mildew or mould);
- d. Consequential or indirect loss of any description, including loss of market, loss of business opportunity, loss of profits or any other financial loss incurred following loss or damage to the Goods;
- e. Vermin;
- f. Loss solely caused by mechanical, electrical or electronic breakdown or malfunction of the Goods;
- g. Insufficiency of packaging or preparation of the Goods unless the method of packing or preparation of the Goods occurred without Your knowledge or the knowledge of Your employees;
- h. Ordinary leakage, ordinary loss in weight or volume;
- i. Loss solely caused by rust, oxidisation or discolouration;
- j. Unexplained loss, mysterious disappearance and/or shortage deduced solely from an inventory computation;
- k. Dismantling, assembly, testing or fabrication of the Goods;
- l. Being shipped on deck of a ship unless within a fully enclosed shipping container;
- m. Loss resulting directly from the Goods being used, operated or worked upon (not limited to maintenance or repairs);
- n. Rejection, detention, condemnation or confiscation by any Government Authority regardless of the reason; or
- o. Damage that occurred to the Goods prior to transit or damage that occurred after the Goods have been delivered to their destination.

2. Excluded Goods

Loss or damage to:

- a. Bullion, precious stones, cash or securities, precious metal objects, precious jewelry;
- b. Furniture, appliances and related domestic Goods that are being moved for a householder as part of a home move or relocation;
- c. Birds (except poultry);
- d. Bloodstock and other horses;
- e. Livestock, Stud Stock, prize animals, or other animals
- f. Aircraft, helicopters, self-propelled missiles or other machines capable of flight;
- g. Houses (unless site huts or dongas);
- h. Cigarettes or other tobacco based products valued more than \$50,000. Should a claim be accepted for theft, pilferage or non-delivery of such cigarette or tobacco Goods valued at less than \$50,000, then a \$2,500 theft Excess applies unless a higher Excess would otherwise apply; and
- i. Antiques or works of fine art valued more than \$20,000 any one conveyance or location;

unless declared by You and accepted by Us and specified in Your Policy Schedule.

3. Damage whilst towed / moving on own wheels or power

Loss or damage to Goods whilst it is being towed or being moved on its own wheels or under its own power by You or any person acting on Your behalf (unless otherwise specified in Your Policy Schedule) except where the Goods are a Motor Vehicle and it sustains loss or damage during loading or unloading within 2 km of the Conveyance.

4. Licensing

Any loss, damage, liability or expense caused by or arising out of the Conveyance carrying the Goods being driven by any person (including You) who is not licensed or authorised to drive the Conveyance under all relevant laws, by-laws and regulations, and whom You knew or ought reasonably to have known was not so licensed or authorised to do so by law.

5. Driving under the influence of drugs or alcohol

Any loss, damage, liability or expense caused by or arising out of the Conveyance carrying the Goods being driven by or is in the charge of You or any person under the influence of any drug or of intoxicating liquor so as to be:

- a. Impaired or incapable of being fit to operate or having proper control of the Conveyance; or
- b. At or above the concentration of drugs or alcohol that is prescribed by any applicable law of the state or territory in which the loss or damage occurs.

However, this exclusion will not apply if You prove that:

- i. You did not consent to the Conveyance being driven by or in charge of a person under the influence of any drug or of intoxicating liquor; and

- ii. You were not aware of and did not have knowledge that the Conveyance was driven by or in charge of a person under the influence of any drug or of intoxicating liquor,

Provided always that the person driving or in charge of the Conveyance has never refused to undergo alcohol or drug testing if requested to do so by You or Your employees.

6. Cyber attack

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

However where this Policy covers an act of Terrorism, the above clause shall not operate to exclude losses (which would otherwise be Covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

Any other cover provided by this Policy shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not used as a means for inflicting harm.

7. Radioactive contamination, chemical, biological, bio-chemical & electromagnetic weapons exclusion

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

- a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
- d. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This exclusion 7.d. does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- e. Any chemical, biological, bio-chemical, or electromagnetic weapon.

8. Cargo loss from non-compliant or uncertified large vessels (>500 tons)

Loss or damage directly or indirectly caused by the Goods being carried by a vessel that does not comply with:

- a. All class requirements or hold all applicable survey certificates and permits; or
- b. All legal requirements of operational safety, including being international safety management (ism) code certified,

At the time of loading of the Goods on board the vessel, and You or Your employees had knowledge of or in the ordinary course of business You or Your employees should have had knowledge of, the vessel's non-compliance.

This clause is only applicable to shipments on board vessels of 500 gross tonnage or more or shipments on vessels that undergo interstate or overseas voyages. This exclusion shall not apply where this Policy has been assigned to the party claiming hereunder who has bought or agreed to buy the Goods in good faith under a binding contract.

Note: Additional Exclusions apply. See General Exclusions that apply to all Policy Products, later in this document.

Conditions specific to Policy Product 5

1. Change of Goods carried

During the term of this Policy, You must give Us immediate written notice if the Goods carried are different to that You previously disclosed to Us.

Note: additional conditions apply. See General Conditions and Claims Responsibilities that apply to all Policy Products, later in this document.

General Conditions and Exclusions

General conditions that apply to all Policy Products

1. Due observance

If You fail to comply with any provision of Your Policy, We may reduce or refuse to pay a claim, but in any event Our rights will be subject to the Insurance Contracts Act 1984, including section 54. Our liability will be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your failure to comply with such provisions.

2. Cancellation

- a. You may cancel Your Policy (or any individual Motor Vehicle item or Product 1, 3, 4 or 5 within this Policy) at any time by giving Us written notification;
- b. where You represent more than one person or entity, We will only carry out this cancellation where a notification to cancel is received from all parties named in Your Policy Schedule;
- c. We may cancel only when the law allows Us to do so;
- d. there are no cancellation fees if You cancel Your Policy and We will refund premium for each day of the unexpired Period of Insurance;
- e. the daily premium will be calculated by dividing the premium by the number of days of the Period of Insurance. Some government taxes & duties are not refundable.

3. Goods and services tax

- a. the amount of premium paid by You for Your Policy includes an amount for GST on the premium. Where You are registered (or required to be registered) for GST and entitled to an Input Tax Credit, You must inform Us of the extent to which You are entitled to an Input Tax Credit for the GST amount on the premium at or prior to You making a claim under Your Policy.
- b. if You fail to correctly notify Us of Your entitlement to an Input Tax Credit (including where You Understate Your entitlement) at or prior to a claim being made:
 - i. You may be subject to GST on any resulting claim We may pay You;
 - ii. this GST is included in the claim amount and no additional payment will be made to You for any GST liability that may arise for You on the settlement of a claim.
- c. despite the other provisions of this insurance (including provisions in the wordings, Your Policy Schedule or any endorsement) but subject to clauses 3.a. and 3.b:

- i. Our liability to You will be calculated taking into account any Input Tax Credit entitlement of Yours for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition; and
- ii. if the Sum Insured is not sufficient to cover Your loss, We will only pay any GST (less any relevant entitlement to Input Tax Credit) that relates to Our proportion of Your loss.

4. Government taxes and duties

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

5. Change of risk

Our decision to insure You, the premium that We charge You and the terms and conditions that apply to Your Cover, is based on information provided by You about Your business, vehicles and drivers. Your insurance, including the amount of premium and whether We are prepared to insure You may be affected if the information You provided or any of the facts or circumstances that existed at the start of the Policy change during the Period of Insurance, or at renewal.

During the Period of Insurance, You must give immediate written notice to Us of any change in circumstances that increases the risk of an Accident or occurrence from those which existed at the time Your Policy of insurance was accepted. Unless We have previously agreed to the change in writing, Our liability will be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your failure to notify Us of that change. This clause should be read in conjunction with the Duty of Disclosure at the start of this PDS.

6. Law & jurisdiction

Your Policy is governed by the laws of Australia and any dispute relating to Your Policy shall be subject to the non-exclusive jurisdiction of a court in the state or territory in which Your Policy was issued.

7. Other insurances

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

8. Causing or contributing to loss

We may refuse to pay a claim, or may reduce the amount payable under a claim to the extent that Your breach of any condition of Your Policy causes or contributes to loss, damage or liability or prejudices Our interests or rights, in respect of that claim. Our liability will be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your breach of any condition of this Policy.

9. Reasonable care

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

- a. prevent loss or damage to and ensure the safety and security of any item or thing which is the subject of the Cover provided under this Policy;
- b. employ only competent employees;
- c. comply with all statutory obligations and by-laws or regulations and recognised standards imposed by any public authority;
- d. prevent personal injury or property damage;
- e. employ safe work practices;
- f. maintain Your Motor Vehicle, Extras, working accessories, premises, plant and equipment, machinery, implements and everything used in Your business in proper repair and sound condition;
- g. maintain any devices used to protect, secure or lift the Goods in a sound working condition are of a suitable kind for the purpose for which they are to be used; and
- h. take immediate actions to trace, recall or modify any of the products containing any defects or deficiency of which You have knowledge or reason to suspect contain such a defect or deficiency.

10. Subrogation

- a. upon the payment of any claim under this Policy and subject to any restrictions imposed by the Insurance Contracts Act 1984, We will be subrogated to all Your rights and remedies arising out of such claim against any person or corporation whatsoever.
- b. if there is any recovery by way of subrogation that includes both Our loss and Your loss, We and You will be entitled to Our individual pro rata proportions of the recovered amount (that includes any interest component).
- c. for the purposes of this clause 10, loss includes any legal and administrative costs incurred by either party in the recovery.

11. Right of recovery

Where another person other than a person exempted by law, is liable to compensate You for any loss or damage covered by Your Policy, but without Our written authority You have agreed with or given an undertaking to that person, either before or after the loss or damage occurred, that You would not seek to recover any moneys from that person, We will not cover You under Your Policy for any such loss or damage.

12. Other interested parties

- a. Your Policy does not provide Cover for the interest of any person or entity not named in Your Policy Schedule. We will recognise a government agency or Your personal representative in the event of Your death or (temporary or permanent) incapacity.
- b. all persons entitled to any benefit under Your Policy are bound by the terms, conditions and exclusions of Your Policy.

- c. if any financier has an interest in any Motor Vehicle insured under Policy Product 1 and We elect to settle Your claim by cash payment, We reserve the right to pay all or part of the proceeds to the financier. Any payment to a financier will satisfy Our obligations to You under Policy Product 1 for the amount paid.

13. Fraudulent disclosure or misrepresentation

- a. You must not make any disclosures or misrepresentations that are fraudulent when proposing Your insurance to Us.
- b. if You do:
 - i. We may cancel the Policy or declare it never existed because it was not properly entered into due to Your fraudulent misrepresentation or non-disclosure; or
 - ii. if We are not entitled to avoid the contract from the beginning, We may be entitled to reduce Our liability under the contract in respect of a claim.

General claims responsibilities that apply to all Policy Products

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

1. Take all reasonable measures to avoid or minimise any further loss, damage, liability or expense;
2. Not make any admission, offer, promise, payment or grant an indemnity without Our written consent;
3. Tell Us all the details of the loss immediately either by submission of a claim form or by providing the Information required by Us, and in no case more than 30 days after the loss damage, liability or expense occurred. This information should be provided to Us with any written documentation, for example, a letter of demand from a claimant, a writ, summons or process received from any third party claimant. The obligation to provide this information is ongoing.
4. Pay the Excess to Us;
5. Give Us all reasonable information and assistance We require in the prosecution, defence or settlement of any claim or any action or any claim made by You for benefits under Your Policy;
6. Notify Us of any other insurance that also provides insurance for any claim under Your Policy;
7. In the event of loss caused by burglary, theft and/ or malicious damage, notify the police immediately and provide them with all reasonable assistance to apprehend the offending party;
8. Not make any false declaration or statement in support of any claim under Your Policy; and

9. Allow Us to exercise Our rights to possession of the damaged or recovered property where We have paid Your claim.

When You claim under this Policy:

10. Subject to the extent of coverage provided, We may take over any right that You may otherwise have had against any person who may be held responsible for the loss, damage, liability or expense, to take recovery action in Your name against those responsible; and
11. Subject to the extent of coverage provided, We may take over and conduct in Your name the defence or settlement of any claim or prosecute in Your name for Our benefit, any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim.

General exclusions that apply to all Policy Products

We will not pay and there is **no cover**:

1. Terrorism

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

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

2. War

If the loss or damage or liability or expense is directly or indirectly caused by, contributed to by or arises from war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. Nuclear fuel, waste and contamination therefrom

If the loss or damage or liability or expense is directly or indirectly caused by, contributed to by or arises from:

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, and radioactive isotopes of nuclear fuel.

4. Electromagnetic weapon

If the loss or damage or liability or expense is directly or indirectly caused by, contributed to by or arises from any electromagnetic weapon.

5. Weapons of atomic or nuclear nature, radioactive contamination or explosion, or of chemical, biological, bio-chemical nature

If the loss or damage or liability or expense is directly or indirectly caused by, contributed to by or arises from:

- a. any weapon or device employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter emitting from any such weapon or device; or
- c. any chemical, biological or bio- chemical weapon.

6. Fines & penalties

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

7. Fraudulent, wilful and deliberate acts

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

- a. a fraudulent or illegal act;
- b. a wilful, deliberate or malicious act; or
- c. intentional misconduct,

by You, or anyone acting on Your behalf with Your consent, that contributes to or results in any loss, damage or liability.

8. Communicable Disease

For any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

9. Sanctions exclusion

For any claim or benefit under this Policy that would contravene or otherwise expose Us to liability for any trade or economic sanctions, embargoes, travel bans, financial or commodity restrictions imposed by the United Nations security council or any government of Australia, New Zealand, the European Union, Singapore, Switzerland, United Kingdom or United States of America.

Roadside Assistance Service



Call Us on 1800tassist (1800 827 747)

This Roadside Assistance Service does not apply unless it is noted on Your Policy Schedule under a specific item on Policy Product 1..

The Roadside Assistance Service is a 24/7 dedicated breakdown and Roadside Assistance Service that provides support for eligible trucks, trailers and some Mobile Plant provided that the item for which the service is required is insured under the Commercial Motor Policy (Policy Product 1).

Definitions Specific To Roadside Assistance Service

Word	Meaning
Roadside Service	means all services offered by the Roadside Service including but not limited to emergency fuel delivery, tyre/wheel change, flat battery, lockout, hydraulic hose repairs, towing and message relay.
Common Words	Capitalised terms in these Roadside Service Terms and Conditions have the meaning given to them in all sections of Policy Product 1, unless otherwise defined in these Roadside Service Terms and Conditions.
Eligible Vehicle	means a registered Motor Vehicle or Mobile Plant that are described as insured with Us on Your insurance Policy Schedule under Policy Product 1 and noted as having Roadside Service.
Limit of Cover	means the maximum monetary limit of cover for the period commencing on "Insured from date" and for the period shown, in Your insurance Policy Schedule under Policy Product 1 Roadside Service Limit.

Truck Assist	means the Roadside Service provided by NTI Limited (ABN 84 000 746 109)(AFSL 237246.)
Unregistered	means a Motor Vehicle that does not have a current registration as required by the respective State Motor Authority.
Unroadworthy	means a Motor Vehicle whose condition makes it unsafe to either drive or tow and which cannot be made safe to either drive or tow as determined by Truck Assist’s Roadside service providers.
We, Our	means Truck Assist.

When You request the Roadside Assistance Service it is provided subject to the terms, conditions and exclusions set out as follows:

What service do We provide?

The Roadside Service is available Australia wide 24 hours a day. We provide the following service for Your Eligible Vehicle at Your home, Your business or at the roadside:

1. **Emergency fuel delivery**
 - a. Truck Assist will provide sufficient fuel for Your Eligible Vehicle to be driven to the nearest fuel supply outlet unless it is not possible or impractical for Us to do so. In that case We will provide a tow to the nearest fuel supply outlet, subject to the maximum Limits of Cover.
 - b. If Your Eligible Vehicle requires gas, electric or hybrid energy, We will provide towing to the nearest refueling stations, subject to the maximum Limit of Cover.
 - c. Any parts or additional labour supplied at the Roadside are not covered by this Roadside Service and Your driver or operator must pay for them at the time of supply.
2. **Tyre or Wheel Change**
 - a. We will dispatch Our service provider to assist Your driver to remove the wheel with the damaged tyre and fit the spare wheel using Your Motor Vehicle’s or Mobile Plant’s original jack and wheel nut brace and spare tyre/wheel combination.
 - b. Where the spare tyre/wheel combination is not serviceable, roadworthy or compatible, a tyre service specialist may be dispatched.
 - c. Drivers or operators needing assistance for a flat tyre and/or damaged rim, may be requested to assist the Roadside Service provider at the roadside due to the combined weight of the tyre/ wheel combination.
 - d. Where it is deemed too hazardous to change a tyre/wheel combination at the roadside, towing will be arranged to the nearest point of safety subject to the maximum Limits of Cover.

- e. Tyre fitting must take place on a hard, flat and even surface which can withstand the load (including the point load of a jack or axle stand) and full or partial unloading of the Eligible Vehicle may be required to increase stability.
- f. The above benefits are subject to the maximum Limit of Cover. Any parts or additional labour supplied at the Roadside are not covered by this Roadside Service and Your driver or operator must pay for these costs at the time of supply.

3. Flat battery

- a. Our Roadside Service provider, acting reasonably, will attempt to jump start Your Eligible Vehicle but if the service provider deems the battery to be faulty a replacement can be arranged at the roadside and installed.
- b. A replacement battery and parts or additional labour supplied at the Roadside are not covered by this Roadside Service and Your driver or operator must pay for these costs at the time of supply.

4. Lockout or Lost Keys

- a. This service is subject to the maximum Limit of Cover.
- b. If You lose Your keys or have locked them in Your Eligible Vehicle, Our Roadside Service provider will provide all reasonable assistance to locate and deliver a spare key, arrange for the driver to retrieve the spare key, or gain access to Your Eligible Vehicle, whichever is the most practical.
- c. In all other situations where the key is not available, We will arrange to transport the Eligible Vehicle to nearest Truck Assist repairer, where the appropriate entry methods may be used.
- d. To the extent permitted by law, We will not be responsible for any damage incurred, or for any repair costs that result from gaining access to the vehicle or moving the vehicle while it is locked. All additional costs are Your responsibility.

5. Hose repairs

- a. If Your Eligible Vehicle is disabled as a result of the failure of a hydraulic hose, Truck Assist will arrange a Roadside Service provider to assist.
- b. Any parts or additional labour supplied at the roadside breakdown are not covered by this Roadside Service and Your driver or operator must pay for these costs at the time of supply.

6. Towing

- a. If We are unable to rectify any fault within the Limit of Cover, We will arrange for Your Eligible Vehicle to be towed to the nearest Truck Assist repairer subject to the Limit of Cover. Alternatively, Your driver or operator may elect to have Your Eligible Vehicle towed to an alternative destination in which case You and Your driver must agree to pay any additional towing costs incurred over the Limit of Cover to get to that destination.
- b. The decision whether Your Eligible Vehicle requires towing is at the sole discretion of the Roadside Service provider, acting reasonably.
- c. If the breakdown occurs out of normal business hours Your Eligible Vehicle will be stored and delivered to the nearest Truck Assist repairer as soon as practicable.

- d. If We are towing Your truck, We will also tow Your trailer provided it is safe to do so and towing the trailer with Your truck is fully compliant with all legislative requirements. If a registered trailer cannot be towed due to local restrictions or damage, it can be transported at Your expense.
- e. We will pay any toll costs incurred during towing from Your remaining Limit of Cover, otherwise such costs are payable by You.
- f. This benefit is subject to the maximum Limits of Cover and You, Your driver or operator must agree to pay prior to this service being undertaken any additional towing costs incurred over the Limit of Cover.

7. Message relay

If Your Eligible Vehicle is disabled Truck Assist will pass on messages to Your company, other drivers, customers or family members affected by the disruption caused by the breakdown.

What are the Limits

This Roadside Service is provided subject to a maximum Limit of Cover per breakdown as outlined in Your insurance Policy Schedule for Policy Product 1 commencing from the "Insured from date". This service is not transferable and is not cumulative.



Roadside Service Limit of Cover per breakdown

See Your Policy Schedule

Once Your Limit of Cover has been reached, any Excess costs will be charged to You or Your driver prior to the services being undertaken.

Additional cover is available under the Truck Assist Roadside product at www.truckassist.com.au

What are the Conditions?

Conditions and limits apply to the Roadside Service.

1. Putting safety first

- a. In providing the Roadside Service Our service provider will always make Your safety and the safety of Your Eligible Vehicle as their first priority. Whether the service can be undertaken with that objective in mind rests in the sole discretion of Our Roadside Service provider, acting reasonably, and where Our service provider deems that it is too hazardous to undertake the Roadside Service, towing to the nearest point of safety will be arranged.
- b. It is the responsibility of Your driver or operator to take all reasonable steps to warn other road users of the breakdown by activating the truck or Mobile Plant's hazard lights and placing warning triangles, signs or bollards so they are clear of oncoming traffic and are positioned at a distance in metres of twice the posted speed limit.

2. Eligible Vehicles

Roadside Service is only available for Eligible Vehicles.

3. Pre-existing condition

- a. Your Eligible Vehicle must be in a roadworthy and well maintained condition and have no pre-existing defects.
- b. If in the reasonable opinion of the Roadside Service provider the Eligible Vehicle is Unroadworthy or not well maintained, Our service provider may still assist but this may be subject to additional cost that will be notified to You prior to any service being given.

4. Limit of Cover

- a. The Roadside Service is subject to the Limit of Cover and individual sub-limits may apply to some services.
- b. The Roadside Service is not transferable and is not cumulative.
- c. Once the Limit of Cover has been reached, any costs or expenses exceeding the Limit of Cover will be charged to Your driver or operator prior to the service being undertaken.

5. Additional Service Costs

- a. The costs for parts and additional labour to repair that are not covered by the Roadside Service are the responsibility of Your driver or operator at the time the Roadside Service is supplied.
- b. Any towing costs in Excess of the Limit of Cover will be charged to Your driver or operator at the time of service.
- c. At the time of service You will be asked to supply credit card details that will be debited for any costs or charges in excess of the Limit of Cover.

6. Service condition

The Roadside Service is only provided on a constructed roadway that is legally trafficable by a conventional two-wheel drive vehicle or a towing recovery vehicle.

7. Remote areas

- a. In “Remote and sparsely” populated areas towing may be provided as a safer, quicker and more cost-effective solution to getting the Eligible Vehicle repaired and back on the road as quickly as possible but You may experience delays in obtaining this Roadside Service due to lower availability of service providers in these areas and accessibility constraints. “Remote and sparsely areas” are those areas within Australia that are sparsely populated and where service providers are not readily available.
- b. We only provide services on private property or any Trafficable Road which is accessible to normal two-wheel drive vehicles. For the purposes of this clause, Trafficable Road means a constructed road/driveway that is legally trafficable by a conventional two wheel drive vehicle or towing recovery vehicle. It includes the road-related areas immediately adjoining the road itself such as road shoulders, breakdown lanes, medians and parking places. This covers any road which has permission to use (specifically by its owner, if it is a public road) and which a standard service provider Vehicle can access safely.
- c. This service may not be available on open fields, beaches, creek beds, parks and ovals, tracks, trails or private property, communities, mines or leases where entry of vehicles may cause damage or is restricted, or at any other locations where the prevailing conditions cause an area to become unserviceable.

8. Unattended trucks, trailers of Mobile Plant.

- a. The driver, or a representative, must wait with the Eligible Vehicle until the Roadside Service provider arrives, unless previous arrangements have been made and agreed to by the attending service provider.
- b. Where Your driver or operator have elected to supply an authorised representative, the representative must hold a current and appropriate truck driver’s or operator’s licence in case the Eligible Vehicle is required to be moved.
- c. Where the Eligible Vehicle is found to be unattended, any subsequent calls for assistance will be at the Your driver’s or operator’s expense.

9. Special equipment

If the Roadside Service provider is required to return to their service facility to collect any special equipment required to deliver effective service the additional cost will be Your driver’s or operator’s responsibility.

10. Natural disasters and weather

If a natural disaster places extraordinary demands on Our service resources, Truck Assist may alter and/or offer alternative service. If a disabled Eligible Vehicle cannot be reached owing to events such as floods or bushfires, Truck Assist will endeavour to provide whatever assistance We can in the circumstances.

11. Change of Registration, Name, Address or Ownership

Any change in the registration number, name or address of ownership of an Eligible Vehicle must be notified to Us immediately.

What are the exclusions?

1. Limit of application

The Roadside Service does not apply to any Eligible Vehicle used:

- a. underground;
- b. in a remote place such as a mine site; or
- c. any site that has lengthy induction and entry procedures that prevent or restrict the Roadside Service from effectively being carried out or within a reasonable time.

2. Accidents

- a. The Roadside Service does not apply if Your Eligible Vehicle has been involved in an Accident, collision, flood, fire, theft, malicious damage or there has been an attempted theft or break-in; or
- b. Cover for Accidents, fire, collisions, malicious damage, theft and attempted theft might be provided under Section 1 of Policy Product 1.

3. Cargo Exclusion

There is no cover for the cargo of Your disabled Motor Vehicle and neither We nor Our service providers have any responsibility for the safety, security or the loss or damage to cargo or other property carried with the disabled Motor Vehicle.

4. Excessive use

- a. We monitor service usage on a monthly basis and where We reasonably believe Your repeated requests for the Roadside Service are excessive during the coverage period We may refuse to provide further assistance.
- b. Alternatively, We may at Our option, acting reasonably, charge You additional fees for each callout for the Roadside Service (payable at the time of service) or offer a solution at Your expense.
- c. For the purposes of this exclusion 4, there is “excessive use” if this Roadside Service is used in excess of 4 calls per year.

5. Attempted repairs

- a. If Our Roadside Service provider examines the Eligible Vehicle and in their reasonable opinion repairs have been attempted that have caused further problems and further damage may result if the Eligible Vehicle is started or driven, Our service provider may refuse service.
- b. In these circumstances Your driver or operator must pay any reasonable costs incurred.

6. Motor Sports

The Roadside Service excludes cover if Your Eligible Vehicle has been used in any form of motor sport, including an organised event on a racetrack or on-road or off-road rallies or competitions.

7. Sale of Your Eligible Vehicle

If Your Eligible Vehicle is sold, the benefit offered by the Roadside Service is terminated and the new owners, and any subsequent owners, are not entitled to this Roadside Service.

8. Unroadworthy/Unregistered Vehicle

If Your Eligible Vehicle is an Unregistered Vehicle (but not Mobile Plant) or considered by Us, acting reasonably, to be an Unroadworthy Vehicle, no Roadside Service applies.

9. Financial loss or liability

To the extent permitted by law, We will not pay for any resultant loss or liability in any way connected to or arising from a breakdown or this Roadside Service.

10. Site clean-up

We will not pay for any environmental rectification and/or clean-up costs associated with leakage or spillage of any environmentally damaging hazardous or Dangerous Goods, material, and/or liquids.

11. Driver behaviour

We will not provide this service if the driver of Your Eligible Vehicle is under the influence of alcohol or drugs or the driver's behaviour is abusive, or derogatory such that it may potentially endanger Our service providers.

12. Trailer

In the event Your trailer is not noted on Your Policy Schedule as has having this Roadside Assistance Service, We will make every effort to provide and arrange towing if attached to or towed by Your Eligible Vehicle that is entitled to Cover under this Roadside Service and subject to the Limit of Cover shown in this document. Towing of Your Trailer will only be provided where the service complies with all State and local regulation, it is safe to do so, and subject to the availability of equipment and resources, particularly in regional and remote areas.

13. Cancellation of Motor Insurance

This service will not apply from the date Your Eligible Vehicle ceases to be insured under Policy Product 1 - Commercial Motor insurance Policy.

14. Reimbursements of Your own Costs

The Roadside Service does not apply to You organising Your own service provider, unless We agree prior to You doing so. In such cases, any such payment is subject to these terms and conditions and the Limit of Cover.

Stamp duty

Where applicable, duty has been paid to the jurisdiction that officiates over Your Policy.

ACT Duty Paid, Duties Act, 1999

South Australia duty paid, stamp duties act, 1923

New south wales duty paid, duties act, 1997

Tasmania duty paid, duties act, 2001

Northern territory duty paid, stamp duty act 1978

Victoria duty paid, duties act, 2000

Queensland duty paid, duties act, 2001

Western Australia duty paid, duties act, 2008



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