



# COMMERCIAL MOTOR VEHICLE INSURANCE STEADFAST CLIENT TRADING PLATFORM

PRODUCT DISCLOSURE STATEMENT  
AND POLICY DOCUMENT



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# Introduction

Welcome and thank You for choosing the Allianz Commercial Motor Insurance Policy.

## About Allianz

The insurer of this product is Allianz Australia Insurance Limited (Allianz), ABN 15 000 122 850, AFS Licence Number 234708.

Allianz is one of Australia's largest general insurers. We utilise years of local expertise, combined with global experience to offer a wide range of products and services to Our customers. As a member of the worldwide Allianz Group, We are committed to continuous improvement of Our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services.

Preparation Date: 29/7/2019.

## About this Product Disclosure Statement (PDS)

This PDS is an important document. You should read it carefully before making a decision to purchase this product.

This PDS will help You to:

- decide whether this product will meet Your needs; and
- compare this product with other products You may be considering.

## About Steadfast

Steadfast Group Limited (Steadfast) is a public company. It includes a large network of insurance brokerages who operate in Australia as Steadfast Brokers. This Policy is available to You through a Steadfast Broker. Steadfast Group Limited does not issue, guarantee or underwrite this Policy.

### Important information about Steadfast's advice

Any advice Steadfast gives about this Policy does not take into account any of Your particular objectives, financial situation or needs. For this reason, before You act on Steadfast's advice, You should consider the appropriateness of the advice taking into account Your own objectives, financial situation and needs.

Before You make any decisions about whether to acquire this Policy We recommend You read this PDS and all the other documents that make up the Policy to ensure You have the cover You need.

## Our contract with You

Where We agree to enter into a Policy with You it is a contract of insurance between Us and You (see the definition of You for details of who is covered by this term). The Policy consists of:

- this document which sets out the standard terms of Your cover and its limitations;
- Your Schedule issued by Us. Your Schedule is a separate document, which shows the insurance details relevant to You. It may include additional terms, conditions and exclusions relevant to You that amend the standard terms of this document. Only those sections shown

as covered in Your Schedule are insured; and

- any other change to the terms of the Policy otherwise advised by Us in writing (such as an endorsement or Supplementary PDS). These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together and kept in a safe place for future reference.

We reserve the right to change the terms of the Policy where permitted to do so by law.

Any new or replacement Schedule We may send You, detailing changes to Your insurance or the Period of Insurance, will become the current Schedule, which You should carefully read and retain.

## Some words have special meanings

Certain words used in the Policy have special meanings. The Words With Special Meanings section of this document contains such terms. In some cases, certain words may be given a special meaning in a particular section of the Policy when used or in the other documents making up the Policy.

Headings are provided for reference only and do not form part of the Policy for interpretation purposes.

## How to make a claim

If You need to make a claim against this Policy, please refer to 'Making a claim'. If You have any queries please contact Your intermediary as soon as possible, or call Us on 131 000.

## How We calculate Your premium

The amount of Your premium is determined by taking a number of different matters into account. You can seek a quote at any time.

It is important for You to know in particular that the premium varies depending on the information We receive from You about the risk to be covered by Us. The higher the risk is (ie high claims experience), the higher the premium will be. Based on Our experience and expertise as an insurer, We decide what factors increase Our risk and how they should impact on the premium.

We calculate Your premium on the basis of information that We receive from You when You apply for insurance. Some factors impacting premium are:

- type of Your Vehicle (make, age, model);
- the value of Your Vehicles and the Basis of Settlement selected;
- type of additional cover, terms and conditions;
- location and operating Radius of Your Vehicles;
- any additional Excess You nominate to pay above Our basic Excess. This means that when You purchase a Policy You may elect to take a higher Excess in the event of a claim, which will reduce the cost of Your premium. If You are interested in this, You should ask Your Steadfast broker to supply You with quotes based on differing amounts of Excesses; and
- claims history from prior years.

Another important thing to know is that Your premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Emergency Services Levy) in relation to Your Policy. These amounts will be set out separately on Your Schedule as part of the total premium payable.

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

Minimum premiums prior to charges may apply. In some cases, discounts may apply if You meet certain criteria We set. Any discounts/entitlements only apply to the extent any minimum premium is not reached. If You are eligible for more

than one, We also apply each of them in a predetermined order to the premium (excluding taxes and Government charges) as reduced by any prior applied discounts/entitlements. Any discounts will be applied to the base premium calculated prior to any taxes being added.

When You apply for this insurance, You will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the Schedule, which will be sent to You after the entry into the Policy. If You fail to pay We may reduce any claim payment by the amount of premium owing and/or cancel the Policy.

## Your obligation to comply with the Policy terms and conditions

You are required to comply with the terms and conditions of the Policy. Please remember that if You do not comply with any term or condition, We may (to the extent permitted by law) decline or reduce any claim payment and/or cancel Your Policy.

If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the Policy.

## Your Duty of Disclosure

Before You enter into this insurance with Us, You have a duty of disclosure under the Insurance Contracts Act 1984.

The Act imposes a different duty the first time You enter into a contract of insurance with Us to that which applies when You vary, extend, reinstate or replace the contract.

This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

### Your Duty of Disclosure when You enter into the contract with Us for the first time

When answering Our specific questions that are relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms, You must be honest and disclose to Us anything that You know and that a reasonable person in the circumstances would include in answer to the questions.

It is important that You understand You are answering Our questions in this way for yourself and anyone else that You want to be covered by the contract.

### Your Duty of Disclosure when You vary, extend or reinstate the contract

When You vary, extend or reinstate the contract with Us, Your duty is to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

## What You do not need to tell Us

Your duty however does not require disclosure of any matter:

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

## Non-disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract or both.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

## Privacy

At Allianz, We give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

### How We collect Your personal information

We usually collect Your personal information from You or Your agents. We may also collect it from Our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your Policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

### Why We collect Your personal information

We collect Your personal information to enable Us to provide Our products and services, including to process and settle claims; make offers of products and services provided by Us, Our related companies, brokers, intermediaries, business partners and others that We have an association with that may interest You; and conduct market or customer research to determine those products or services that may suit You.

You can choose not to receive product or service offerings from Us (including product or service offerings from Us on behalf of Our brokers, intermediaries and/or Our business partners) or Our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to Our website's Privacy section at [www.allianz.com.au](http://www.allianz.com.au).

If You do not provide Your personal information We require, We may not be able to provide You with Our services, including settlement of claims.

## Who We disclose Your personal information to

We may disclose Your personal information to others with whom We have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, parties that We have an insurance scheme in place with under which You purchased Your Policy (such as a financier or Vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, industry databases or as required by law.

### Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of Our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

### Access to Your personal information and complaints

You may ask for access to the personal information We hold about You and seek correction by calling 1300 360 529 EST 8am 6pm, Monday to Friday. Our Privacy Policy contains details about how You may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how We deal with complaints. Our Privacy Policy is available at [www.allianz.com.au](http://www.allianz.com.au).

### Telephone call recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where We have recorded a telephone call, We can provide You with a copy at Your request, where it is reasonable to do so.

### Your consent

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 or persons We have an association with, please contact Us.

## 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.

You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of this document.

## Complaints – Internal and External Complaints

If You are dissatisfied with Our service in any way, please contact Us and We will attempt to resolve the matter in accordance with Our internal dispute resolution procedures. To request a copy of Our procedures, use Our contact details on the back cover.

If You are not satisfied with Our response or a decision is not reached within 45 days, You may lodge a complaint with an external dispute resolution scheme.

A dispute can be referred to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms. Here are AFCA's contact details:

### The Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Mail: GPO Box 3 Melbourne VIC 3001

## Cooling-off Period

You can call Us to cancel Your Policy within 21 days from either:

- the date We issued You a new Policy, or
- the start date of a Policy that You have renewed

and in either of these situations, provided You have not made a claim or an Event has not occurred that could give rise to a claim on Your Policy, We will refund Your premium.

We may deduct from Your refund amount any reasonable administrative and transaction costs incurred by Us that are reasonably related to You buying and cancelling Your Policy and any government taxes or duties We cannot recover.

In addition to Your cooling off period, You can cancel the Policy at any time by calling Us.

See "Cancellation" below.

## Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

## Updating this PDS

We may need to update this PDS from time to time. We'll do this if certain changes occur, and We are required and permitted by law to do so.

We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes. You can get a paper copy of any changes free of charge by contacting Us using the contact details on the back of this PDS.

## Further information and confirmation of transactions

If You require further information about this insurance or wish to confirm a transaction, please contact Us.



# Benefits of cover available

This is a high level summary of benefits available under Section 1 – Loss of or Damage to Your Vehicle and Section 2 – Third Party Property Damage only. For full details on what is covered and what is not covered and for the terms, conditions, limits, exclusions and Excesses that apply, please read this PDS, Your Policy Schedule and any other documents that make up Your Policy.

Types of covers available	Benefits of cover available	Page no
Option 1: Comprehensive	Part A – Own Damage being physical loss, Damage or destruction to Your Vehicle as a result of an Accident, Malicious Damage, theft or attempted theft.	11
	Part B – Third Party Liability	16
Option 2: Fire, Theft and Third Party Liability only	Part A – Own Damage restricted to physical loss or Damage to Your Vehicle caused by fire, explosion, lighting, theft or attempted theft.	11
	Part B – Third Party Liability	16
Option 3: Third Party Liability only	Part B – Third Party Liability	16
<b>Some of the Additional Benefits applicable to Part A</b>		
Accommodation and travelling expenses (Comprehensive Cover Only)	Up to \$3,000 per Accident if more than 100 kilometres away.	11
Cover For Interested Parties	Provides cover to any party who has an insurable interest in any of Your Vehicle(s) insured by this Policy, to the extent of that interest.	12
Emergency Vehicle hire (Comprehensive Cover Only)	Up to \$3,000.	12
Emergency expenses (Comprehensive Cover Only)	Up to \$3,000.	12
Employees' Vehicles (Comprehensive Cover Only)	Up to \$50,000.	12
Family Expenses When Driver Hospitalised (Comprehensive Cover Only)	Up to \$3,000 per Accident and \$9,000 in total if more than 100 kilometres away.	12
Finance payout – Total Loss of encumbered Vehicles (Comprehensive Cover Only)	Up to 25%.	13
Funeral expenses (Comprehensive Cover Only)	Up to \$10,000.	13
Modification (Comprehensive Cover Only)	Up to \$10,000.	13
Personal Property (Comprehensive Cover Only)	Up to \$2,000.	13
Re-delivery, Retrieval, Removal and Towing Expenses (Comprehensive Cover Only)	Up to \$25,000.	13
Re-keying and re-coding (Comprehensive Cover Only)	Up to \$5,000 per Vehicle and \$10,000 per Event.	14
Replacement Vehicle in event of Total Loss (Comprehensive Cover Only)	Up to 2 years replacement.	14
Signwriting (Comprehensive Cover Only)	Up to \$5,000.	14

Types of covers available	Benefits of cover available	Page no
<b>Some of the Additional Benefits applicable to Part A</b>		
Trailer Cover (Comprehensive Cover Only)	Up to \$5,000.	12
Unspecified accessories (Comprehensive Cover Only)	Up to \$5,000.	14
Windscreen claims (Comprehensive Cover Only)	Excess Free Windscreen Claim.	14
<b>Optional Covers Available under Part A</b>		
Hire Costs following an Accident (Comprehensive Cover Only)	Up to \$150 per day, up to maximum of \$5,000 per Accident for up to 30 days.	15
<b>Some of the Additional Benefits applicable to Part B</b>		
Cost of Cleaning	Up to \$1,000,000.	16
Employer or principal	Covers any employers, principal or partners for use of their Vehicles.	16
Falling goods	Cover for goods falling from Your Vehicle.	16
Legal Costs	Coverage includes all reasonable legal costs.	16
Non-owned Vehicle liability	Coverage arising out of the use of a Vehicle not owned being used for Business.	17
Non-owned Trailer liability	Up to \$15,000.	17
Supplementary bodily injury (legal liability)	Coverage includes the amount which You, or any person driving, using or in charge of Your Vehicle with Your permission, may be held legally liable to pay as compensation or Damages for death or bodily injury to any person resulting from an Accident caused by or arising out of the use of Your Vehicle.	17
Towing Disabled Vehicles	Coverage whilst Your Vehicle is towing a disabled Vehicle.	17
Trailers and Caravans	Liability arising out of the use of any Trailer.	17
Uninsured Motorists	Up to \$10,000 for Third Party Property Damage and Third Party Fire and Theft.	17
<b>Some of the Additional Benefits applicable to Part A and B</b>		
Automatic additions	Up to \$300,000/60 days.	19
Fire Brigade & Emergency Services cover	Up to \$25,000.	20
Removal of debris	Up to a maximum \$50,000 per Accident.	20

# Steadfast Commercial Motor Wording

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

## 1. Words with special meaning

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

**Accident** and **Accidental** means a sudden Event which is an unintended or unforeseen happening and is not expected or designed. The Event arises out of the use of Your Vehicle and includes a series of Accidents arising out of the one Event.

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

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

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

**Agreed Value** means the amount specified as the Agreed Value, exclusive of GST, in Your Schedule. Agreed Value covers Vehicles up to 2 tonnes and this amount includes Standard Accessories, tools and spare parts that the manufacturer supplies as standard equipment with Your Vehicle, and any Standard Accessories and any Non-Standard Accessories specified in Your Schedule.

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

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

- the refuelling of Aircraft; or
- the construction, alteration, repair, restoration, maintenance, extension, demolition or dismantling of

buildings, runways or structures (whether permanent or not) forming, or to form part of the airport areas; or

- the installation, alteration, repair or maintenance of lighting, power supply, drainage, sanitation, water supply, gas supply, fire protection, security and communications systems in any of the airport areas; or
- any operation on any of the airport areas involving site clearance, earthmoving, excavation, tunnelling, boring, laying of foundations, erection or dismantling of scaffolding, site restoration, landscaping and the provision of roadways and other access works.

**Attachment** means an item of machinery that:

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

**Autonomous Vehicle** means a Vehicle that is able to adapt to all traffic situations including stop-start traffic, avoid potential Accidents, and perform collision avoiding manoeuvres, and self-parking without human interaction.

**Business** means the Business of the Insured as shown in Your Schedule.

**Caravan or Trailer** means the registered Caravan or Trailer shown on Your Schedule. Caravan or Trailer also includes:

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

Caravan or Trailer does not include:

- a Caravan permanently on site or which is used as a permanent residence; or
- a motorised, campervan, or motor home.

**Damage** means:

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

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

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

**Employees** means a person(s):

- employed by You;
- apprenticed to You;
- deemed to be Your Employee by any applicable law;
- hired or seconded from another party by You; or
- an executive director or officer of Your Business.

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

**Excess** means the amount shown in Your Schedule or this document which You must pay when You make a claim under Your Policy. The basic Excess will apply separately to each Vehicle and each claim on that Vehicle (see making a claim section for details).

**Family** means:

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

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

**Insured** means the Insured as shown in the Schedule. They are the contracting Insured.

**Machine** means an item of machinery identified in Your Schedule including any Attachment acquired by You that:

- is identified in Your Schedule;
- is permanently attached to Your Vehicle;

**Malicious Damage** means intentional Damage done to Your Vehicle or other property insured under this Policy by someone else without Your consent.

**Market Value** means the value, exclusive of GST, We determine as being the amount of money it would cost to buy a Vehicle of the same make, model, age and condition of Your Vehicle immediately prior to the loss or Damage but excluding costs and charges for Vehicle registration, compulsory Third Party insurance, stamp duty transfer, dealer warranty costs, allowance for dealer profit or transfer fees.

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

**Modification** means any enhancement which affects the value, safety, performance or appearance of Your Vehicle from the manufacturer's specification.

**Non-Standard Accessories** means accessories or equipment fitted after the manufacture of Your Vehicle or at the time of manufacture as an optional extra.

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

**Period of Insurance** means the period We provide the cover under the Policy as set out on Your Schedule unless ending earlier in accordance with the Policy or relevant law.

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

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

**Policy** means this document and any endorsement, specification, Attachment or memoranda affixed (or intended to be affixed) to it and Your Schedule.

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

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

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

**Standard Accessories** means Standard Accessories, tools, equipment and spare parts fitted to Your Vehicle by the manufacturer of Your Vehicle.

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

**Sum Insured** means the Sum Insured, exclusive of GST, stated in Your Schedule, or in other documents forming part of Your Policy, against each of Your Vehicles. If Sum Insured type "Sum Insured Value" is selected payment will be made on the Sum Insured or Market Value, whichever is the lesser.

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

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

**Total Loss** means Your Vehicle is stolen and not recovered within a reasonable period of time or where Your Vehicle is Damaged and We consider the cost of repairing Your Vehicle is uneconomical or greater than:

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

**Vehicle** means any type of machine intended to be propelled on wheels or self-laid tracks by means other than human or animal power; but excludes rail and tram rolling stock. Vehicle does not include Mobile Plant and

- described on Your Schedule or other documents forming the Policy; or
- otherwise specifically covered by the Policy, and;
- any manufacturers' tools, accessories, equipment and options fitted to them as standard by the manufacturer; and any agreed non-manufacturer accessories or equipment fitted to them which are noted on Your Schedule or otherwise specifically covered by the Policy.

**We, Our, or Us** means the Insurer named in Your Schedule.

**You or Your** means:

- those named in Your Schedule and their subsidiary companies, organisations and other entities in which they have a controlling interest at the commencement of the Period of Insurance and other third parties or persons who are specifically provided with cover under the Policy.
- where the Insured comprises more than one legal entity, the word 'You' shall be considered as applying to each entity as if that entity were the only entity named as You.
- for the purpose of Part B – Third Party Liability:
  - anyone using or in charge of Your Vehicle with Your consent, but excluding hirers;
  - any authorised passenger in Your Vehicle;
  - Your employer or principal where Your Vehicle was, at the relevant time, being driven on Your behalf with Your consent.

## 2. Headings

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

## 3. Description of Cover

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

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

## 4. Part A – Own Damage

### 4.1 What You are covered for if You choose Option 1

If during the Period of Insurance Your Vehicle suffers Accidental Damage, including Damage caused by fire, hail, flood, storm or earthquake; or

- is lost by theft and not found; or
- suffers Malicious Damage.

We will, at Our option:

- 4.1.1 replace, reinstate or repair Your Vehicle; or
- 4.1.2 pay You the reasonable cost to repair Your Vehicle to its condition before it was Damaged; or
- 4.1.3 if Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Market Value or Sum Insured, We will pay You the Market Value or the Sum Insured whichever is the lesser; or
- 4.1.4 If Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Agreed Value, then We will pay You the Agreed Value.

### 4.2 What You are covered for if You choose Option 2

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

- 4.2.1 replace, reinstate or repair Your Vehicle; or
- 4.2.2 pay You the reasonable cost to repair Your Vehicle to its condition before it was Damaged; or
- 4.2.3 if Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Market Value or Sum Insured, We will pay You the Market Value or the Sum Insured whichever is the lesser; or
- 4.2.4 if Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Agreed Value, then We will pay You the Agreed Value.

## 5. Additional Benefits applicable to Part A

We give You these Additional Benefits following loss or Damage to Your Vehicle insured under this Policy depending on the type of cover You have selected under this Part A. Unless otherwise stated the amount payable under these Additional Benefits is in addition to the Market Value, Sum Insured or Agreed Value for Your Vehicle.

### 5.1 Accommodation and travelling expenses – applicable to comprehensive cover only

When Option 1 Comprehensive – Own Damage and Third Party Liability is selected and shown as covered on Your Schedule, if Your Vehicle is on a journey and:

- is Damaged in an Accident and unable to be driven; or
- is lost through theft and not found within 60 days; and
- Your Vehicle was more than 100 km from its usual place of garaging at the time of the Accident or theft,

We will pay the reasonable costs incurred in:

- returning You or Your Driver and any non-paying passengers to the point of departure or, at Your option, to the driver's destination;
- obtaining overnight accommodation if the journey cannot be completed in the same day as the Damage occurs; and
- hiring another Vehicle of similar make and model to complete the journey or to return Your driver to where the journey first commenced,

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

If the Vehicle is less than 100 kms from its usual place of garaging at the time of the Accident or Theft and cannot be driven, We will pay up to a maximum of \$100 for the cost of an Uber or taxi fare for returning You or Your driver and any non-paying passengers to the point of departure or, at Your option, to the driver's destination.

## 5.2 Trailer Cover – applicable to comprehensive cover only

When Option 1 Comprehensive – Own Damage and Third Party Liability is selected and shown as covered on Your Schedule, We will pay for Damage to any two wheeled or box Trailer which is owned by You and which is not listed in Your Schedule while it is:

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

We do not pay for loss of or Damage to any property in or on the Trailer. The maximum amount We will pay is the Market Value of the Trailer or \$5,000, whichever is the lesser.

## 5.3 Cover For Interested Parties

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

## 5.4 Emergency Vehicle hire – applicable to comprehensive cover only

When Option 1 Comprehensive – Own Damage and Third Party Liability is selected and shown as covered on Your Schedule, and where the Damage to Your Vehicle is caused by fire or theft, We will, at Our option, arrange the hire of, pay the cost of, or reimburse You for the reasonable cost of, the hire of a Vehicle, to a maximum amount of \$3,000 per Accident / per Vehicle provided that:

- the payment / reimbursement is limited to costs incurred by You after You have notified Us of the loss; and
- the Substitute Vehicle is of a similar like and kind to that lost or Damaged; and
- the payment / reimbursement will cease on the day Your Vehicle, if stolen, is recovered or is found but is not driveable, or the day We offer settlement to You for the Damage to Your Vehicle, whichever occurs first.

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

## 5.5 Emergency expenses - applicable to comprehensive cover only

When Option 1 Comprehensive – Own Damage and Third Party Liability is selected and shown as covered on Your Schedule, if Damage to Your Vehicle occurs, We will pay to You the following reasonable additional costs necessary to effect immediate temporary repairs or to expedite permanent repairs of the Damage to Your Vehicle including:

- the cost of emergency repairs which may be necessary to enable You to drive Your Vehicle to point of departure after it has suffered Damage;
- the repair or replacement of Your Vehicle's windscreen and/or windows;

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

## 5.6 Employees' Vehicles – applicable to comprehensive cover only

5.6.1 When Option 1 Comprehensive – Own Damage and Third Party Liability is selected, Your Policy is extended to cover loss of, or Damage to, any Vehicle belonging to Your Employee, as the result of an Accident, while such Vehicle is being used in connection with Your Business.

However:

- the maximum We will pay for Damage to Your Employee's Vehicle, is \$50,000 for any one Accident; and
- as far as allowed by law, this Additional Benefit will only apply in Excess of any amount for which Your Employee is otherwise insured.

5.6.2 Novated Leases

When Option 1 Comprehensive – Own Damage and Third Party Liability is selected and shown as covered on Your Schedule, Your policy is extended to cover loss of, or Damage to, vehicles of Employees, their spouses and immediate family, as a result of an Accident, which are the subject of a novated lease or similar agreement, and are shown in the Schedule.

## 5.7 Family Expenses When Driver Hospitalised – applicable to comprehensive cover only

When Option 1 Comprehensive – Own Damage and Third Party Liability is selected and shown as covered on Your Schedule, if the driver of Your Vehicle sustains personal injury and is admitted to hospital for treatment with a minimum stay of one night as a result of an Accident covered by this Policy and Your Vehicle was more than 100km from its usual place of garaging at the time of the Accident, We agree to pay for the reasonable cost of transport and accommodation (within Australia only) incurred by the injured driver's Family member to get to the hospital. We will pay up to \$3,000 per Accident and \$9,000 in total in any one Period of Insurance.

## **5.8 Finance payout – Total Loss of encumbered Vehicles – applicable to comprehensive cover only**

When Option 1 Comprehensive – Own Damage and Third Party Liability is selected and shown as covered on Your Schedule, if:

- 5.8.1 Your Vehicle is a Total Loss; and
- 5.8.2 Your Vehicle is the subject of a lease agreement or other similar agreement; and
- 5.8.3 the terms of the lease agreement, or other similar agreement, require You to make a payment (the termination payment) to the other party of the lease agreement, or other similar agreement, in order to terminate that agreement; and
- 5.8.4 the amount of the termination payment is greater than the amount We will pay You in respect of Your Vehicle, calculated in accordance with the terms of the Policy,

then We will pay You or any other party whom You direct Us to pay, the difference between the amount of the termination payment, excluding any amounts in arrears at the time of the loss or Damage, and the amount We will pay to You in respect of Your Vehicle, calculated in accordance with the terms of this Policy.

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

- 25% of the Agreed Value; or
- 25% of the Sum Insured or Market Value,

(as applicable) whichever if the lesser.

## **5.9 Funeral expenses – applicable to comprehensive cover only**

When Option 1 Comprehensive – Own Damage and Third Party Liability is selected and shown as covered on Your Schedule, and if You or Your driver suffer a fatal injury as a result of an Accident involving Your Vehicle (irrespective of whether or not death occurs at the time of the Accident), We will pay up to a maximum amount of \$10,000 per Accident for expenses associated with the funeral, for transportation of the body of the deceased person and for travel by any member of the deceased person's Family for the purpose of attending the funeral.

## **5.10 Marine contribution – applicable to comprehensive cover only**

When Option 1 Comprehensive – Own Damage and Third Party Liability is selected and shown as covered on Your Schedule, if Your Vehicle is being transported by sea between places within Australia or New Zealand during the Period of Insurance, We will pay Your contribution for general average charges where such maritime conditions apply. 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. All cargo owners share the expenses or salvage costs incurred by a ship owner in preserving the vessel and cargo including claims costs incurred by cargo owners.

## **5.11 Modification – applicable to comprehensive cover only**

When Option 1 Comprehensive – Own Damage and Third Party Liability is selected and shown as covered on Your Schedule, if You or Your driver suffer personal injury as a result of an Accident involving Your Vehicle and such injury renders You or Your driver with a permanent disability that necessitates Modifications to Your Vehicle or Your driver's private Vehicle, We will pay for the costs necessary to modify Your Vehicle or Your driver's private Vehicle up to \$10,000 per Event .

## **5.12 Personal Property – applicable to comprehensive cover only**

When Option 1 Comprehensive – Own Damage and Third Party Liability is selected and shown as covered on Your Schedule, We will pay for loss of, destruction to or Damage to Personal Property not specifically Insured belonging to the custodian of Your Vehicle which is:

- 5.12.1 Damaged in an Accident involving Your Vehicle;
- 5.12.2 stolen from Your Vehicle if locked; or
- 5.12.3 stolen at the same time as Your Vehicle.

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

## **5.13 Re-delivery, Retrieval, Removal and Towing expenses – applicable to comprehensive cover and Third Party fire and theft**

When Option 1 Comprehensive – Own Damage or when Option 2 Third Party Fire and Theft is selected and if Your Vehicle suffers

- no loss or Damage following theft, We will pay You the reasonable cost of returning Your Vehicle to Your usual place of garaging when Your Vehicle has been recovered following its theft,
- loss or Damage, We will pay the reasonable costs necessarily incurred by You to deliver Your Vehicle to You at Your usual place of garaging after its repair.

Or:

- in the event of Your Vehicle becoming unintentionally immobilised in any situation, other than as a result of mechanical, electrical, electronic failure, We will pay You for the necessarily incurred costs of recovery and/or retrieval of Your Vehicle; or
- following Damage to Your Vehicle, We will pay the reasonable costs of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place.

However, Our liability in respect of any such costs will not exceed \$25,000 during the Period of Insurance; or

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

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

#### **5.14 Re-keying and re-coding – applicable to comprehensive cover only**

When Option 1 Comprehensive – Own Damage and Third Party Liability is selected and shown as covered on Your Schedule, if the keys to Your Vehicle are lost, stolen, destroyed or Damaged, or if there are reasonable grounds to believe that the keys may have been duplicated, We will reimburse the costs of replacing the key ignition barrel and all locks and keys, if required, up to a maximum amount of \$5,000 for each of Your Vehicles and \$10,000 per Event.

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

#### **5.15 Replacement Vehicle – applicable to comprehensive cover only**

Where Option 1 Comprehensive – Own Damage and Third Party Liability is selected and shown as covered on Your Schedule, where Your Vehicle is a sedan, station wagon, 4WD, utility or goods carrying Vehicle under 5 tonnes and is declared a Total Loss within 2 years of its first registration We will at Your option (and with the consent of any financier where applicable) replace the Vehicle with a new Vehicle of the same make, model, series and accessories duty (subject to local availability) including registration fees, delivery charges and stamp duty.

##### **5.15.1 Deleted/superseded/run-out/demonstration models**

In the event that Your Vehicle's model has been deleted from a manufacturer's range; Your Vehicle's model is superseded by a Vehicle that is in Our opinion significantly different to Your Vehicle or a new Vehicle of similar make and model is not available; or Your Vehicle was bought as an end of series run-out, or demonstration model, We may at Our option pay only the amount of the actual purchase price which You paid for Your Vehicle, including any registration fees, delivery charges and stamp duty, if these items were included in the purchase price.

#### **5.16 Signwriting – applicable to comprehensive cover only**

When Option 1 Comprehensive – Own Damage and Third Party Liability is selected and shown as covered on Your Schedule, We will pay for the reasonable replacement cost of any signwriting or artwork (including advertising signs) affixed to Your Vehicle at the time of loss or Damage. The maximum We will pay for loss or Damage to any signwriting per Event is:

5.16.1 \$5,000; or

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

whichever is the lesser.

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

#### **5.17 Tyre replacement – applicable to comprehensive cover only**

When Option 1 Comprehensive – Own Damage and Third Party Liability is selected and shown as covered on Your Schedule, if a tyre is Damaged as a direct result of Damage to Your Vehicle, We will pay for the cost to replace the Damaged tyre with a new tyre of similar make and specification, provided that the Damaged tyre's remaining tread conformed with legal requirements at the time of Damage to Your Vehicle and is not a recapped or retreaded tyre.

#### **5.18 Unspecified accessories – applicable to comprehensive cover and Third Party fire and theft cover**

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

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

(a) \$5,000; or

(b) the maximum amount We have agreed to pay You for Damage to Your Vehicle in accordance with the Basis of Settlement,

whichever is the lesser.

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

(i) included in calculating the maximum amount We will pay You for Damage to Your Vehicle in accordance with the Basis of Settlement; and

(ii) subject to evidence of the attached or installed item and its value and due allowance for depreciation, age and wear and tear.

This Additional Benefit also applies to items such as gates, chains and tarpaulins.

#### **5.19 Windscreen claims – applicable to comprehensive cover only**

When Option 1 Comprehensive – Own Damage and Third Party Liability is selected, in the event of breakage of the windscreen or window glass of Your Vehicle and consequent scratching to body work for Vehicles up to 5 tonnes where there is no other Damage to Your Vehicle, We will not apply any Excess.

#### **5.20 Tools of Trade**

When Option 1 Comprehensive – Own Damage and Third Party Liability is selected We will pay for loss or Damage to Your tools of trade, trade stock and material following an Accident.

The maximum We will pay for each event is \$1,000. This benefit will only apply to:

- tools of trade, trade stock or materials that are stolen via forcible and violent entry to Your securely locked Vehicle and/or tool box, permanently fixed to Your Vehicle; or
- tools of trade, trade stock or materials that are Damaged as a result of a collision to Your Vehicle.



## 6. Optional Covers Available under Part A

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

### 6.1 Hire costs following an Accident

Where Your Vehicle suffers Damage as a result of an Accident and liability in respect of such Damage is admitted under the Policy and You are unable to use Your Vehicle, We will pay the reasonable cost of hiring a replacement Vehicle of a similar type to Your Vehicle that has suffered Damage. The most We will pay is \$150 per day up to a maximum of \$5,000 per Event. Cover will cease after 30 days or when the Vehicle is returned to You in its pre Accident condition or when We pay You for a Total Loss, whichever occurs first.

## 7. Limitations of Cover applicable to Part A

### 7.1 Mobile cranes, mobile drilling rigs and mobile piling rigs

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

- 7.1.1 deliberate or reckless overloading of Your Vehicle;
- 7.1.2 deliberately or recklessly incorrect loading of Your Vehicle;
- 7.1.3 failure of:
  - (i) You;
  - (ii) a director or partner of Yours or an Employee; or
  - (iii) a person engaged in the operation of Your Vehicle, to knowingly not service, maintain, use or operate Your Vehicle strictly in compliance with systems and procedures imposed or recommended by law, Australian Standards, industry standards or manufacturers' or distributors' recommendations or guidelines;
- 7.1.4 operation of Your Vehicle while its load-measuring instruments or limiters are known or suspected to be defective, inoperative or turned off by:
  - (i) You;
  - (ii) a director or partner of Yours or an Employee; or
  - (iii) person engaged in the operation of Your Vehicle;
- 7.1.5 acts or omissions of:
  - (i) You;
  - (ii) a director or partner of Yours or an Employee; or
  - (iii) a person engaged in the operation of Your Vehicle, with the intention of causing, or with reckless disregard of the risk of causing, injury, or loss or Damage to person or property;

- 7.1.6 tests or experiments imposing abnormal operating conditions on Your Vehicle;
- 7.1.7 scratching or chipping of painted or polished surfaces;
- 7.1.8 corrosion, rusting, erosion, gradual deterioration, wear and tear, defect of any type, fatigue, lack of lubricant, lack of coolant, incorrect lubricant, incorrect coolant or electrical failure, unless You prove that prior to the loss or Damage:
  - (i) neither You nor any Employee nor any person engaged in the operation of Your Vehicle was aware of such corrosion, etc.; and
  - (ii) a casual inspection of Your Vehicle would not have revealed such corrosion, etc.;
- 7.1.9 drill pipes, collars, rock bits, reamers, stabilisers, core barrels, lugging equipment, casing and tools of all kinds occurring while below the rotary table, whilst performing horizontal and/or vertical drilling / boring activities; or
- 7.1.10 Your Vehicle while being used for oil, gas or geothermal drilling or in connection with existing oil, gas or geothermal wells.

## 8. Exclusions applicable to Part A

We will not cover:

### 8.1 Loss of use

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

### 8.2 Tyres

loss or Damage to tyres or wheel rims caused by braking, road punctures, cuts or bursts except as provided under Additional Benefits applicable to Part A Tyre replacement.

### 8.3 Wear and tear and breakdown

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

### 8.4 Obsolete Parts

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

### 8.5 Safeguarding Your Vehicle

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

### 8.6 Theft by hirer

for theft or attempted theft of Your Vehicle by a hirer of Your Vehicle.

## 8.7 Old Damage

The costs of repairing pre-existing Damage, or the costs of fixing faulty repairs which were done before the commencement of the Policy.

## 8.8 Intentional Damage

Loss or Damage intentionally caused by You or a person acting with Your express or implied consent.

## 9. Part B – Third Party Liability

We will cover You for Your legal liability to pay compensation for loss or Damage to Third Party property caused by or arising out of the use of Your Vehicle (including any Caravan or Trailer towed by Your Vehicle which is fully or partly Your or the authorised driver of Your Vehicles fault and which happens during the Period of Insurance.

This cover is also extended to amounts You are held legally liable to pay as compensation for Damage to Third Party property if Your Vehicle is being used for or is attached to or is towing a Vehicle, Attachment and/or Trailer which is used for, the commercial transport of Dangerous Goods or any other substances which form explosive mixtures with organic or other readily oxidisable materials, provided the transportation of Dangerous Goods complies with the current Australian Code for the Transport of Dangerous Goods by Road or Rail, the current Australian Code for the Transport of Explosives by Road or Rail and the current New Zealand Land Transport Rule: Dangerous Goods 2005 or any amendment thereof and any other relevant code, regulatory or legislative requirements for the transport of Dangerous Goods.

The maximum We will pay in respect of a claim under Part B is \$30,000,000 inclusive of defence costs for any one Accident or series of Accidents resulting from the one original cause. If the Accident or series of Accidents arises out of the commercial transport of Dangerous Goods or any other substances which form explosive mixtures with organic or other readily oxidisable materials, the maximum We will pay is \$5,000,000 or any greater amount shown in Your Schedule.

## 10. Additional Benefits applicable to Part B

The following Additional Benefits are subject to the Limits of Liability for Part B, provided that these Additional Benefits do not increase the maximum amount We will pay under Part B – Third Party Liability as specified in Clause 9 above, unless specifically stated otherwise. We will also pay:

### 10.1 Cost of Cleaning

the reasonable cost to clean up and prevent Damage following an Accident which causes the release or escape of Pollutants. We will not pay more than \$1,000,000 under this Additional Benefit in respect of any one Event.

### 10.2 Difference in Excess / hired-in or rental Vehicles

where You hire in or rent a Vehicle in connection with Your Business and the hire agreement deems the owner of the Vehicle responsible for insurance, the difference in the basic Excess level between Your Policy and the Excess level under the insurance coverage provided by the owner of the Vehicle.

### 10.3 Employer or principal

the amount which:

- 10.3.1 Your employer, principal or partner; or
- 10.3.2 the Commonwealth, State or Local Government, becomes legally liable to pay as compensation for Damage to Third Party property resulting from an Accident occurring during the Period of Insurance which arises from the use of Your Vehicle on their behalf.

### 10.4 Falling goods

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

### 10.5 First aid costs

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

However, We will not pay any benefit that would result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth).

### 10.6 Legal Costs

- 10.6.1 all reasonable legal expenses incurred with Our written consent for representation at any formal legal enquiry or at any Coroner's inquest; and
- 10.6.2 all reasonable legal costs and expenses in defending Your legal liability in respect of any Vehicle not owned or supplied by You while that Vehicle is being used or driven by You or a person authorised by You in connection with Your Business.

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

### 10.7 Movement of other Vehicles

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

## 10.8 Non-owned Vehicle liability

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

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

## 10.9 Non-owned Trailer liability

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

However:

- 10.9.1 this Additional Cover only applies if, at the time of the Accident, the Trailer is being towed in the course of Your Business and the Trailer is not owned, rented, hired or leased by You; and
- 10.9.2 the cover provided does not extend to the contents of any non-owned Trailer, nor clean-up costs associated with the contents of any non-owned Trailer.

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

## 10.10 Substitute Vehicle

the amount which You may be held legally liable to pay as compensation for Damage to Third Party property caused by You or arising from You driving a Substitute Vehicle in connection with Your Business.

However:

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

## 10.11 Supplementary bodily injury (legal liability)

the amount which You, or any person driving, using or in charge of Your Vehicle with Your permission, may be held legally liable to pay as compensation or Damages for death or bodily injury to any person resulting from an Accident caused by or arising out of the use of Your Vehicle.

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

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

We do not provide cover:

- if Your Vehicle was not registered at the time of the Accident; or
- if the Accident that gave rise to the legal liability is wholly or partially covered under any compulsory statutory insurance scheme or Accident compensation scheme; or
- if the Accident that gave rise to the legal liability would have been covered under any such scheme as it existed at the commencement date of the relevant Period of Insurance, even though there may have been a change in the law during that Period of Insurance; or
- if You or the person, using or in charge of Your Vehicle or the Substitute Vehicle would have been entitled to be covered under any such scheme if it were not for the application of any Excess or deductible applying under the scheme; or
- if You or the person, using or in charge of Your Vehicle or the Substitute Vehicle would have been entitled to be covered under any such scheme had not cover been refused because You did not:
  - (i) register Your Vehicle;
  - (ii) apply for cover under the scheme; or
  - (iii) comply with a term or condition of the scheme; or
- if You or the person, using or in charge of Your Vehicle or the Substitute Vehicle which is registered in the Northern Territory of Australia.

## 10.12 Towing Disabled Vehicles

the amount which You are held legally liable to pay for Accidental Damage to Third Party property occurring during the Period of Insurance whilst Your Vehicle is towing any disabled Vehicle provided such disabled Vehicle is not being towed for reward or financial gain.

## 10.13 Trailers and Caravans

the amount which You may be held legally liable to pay as compensation for Damage to Third Party property resulting from an Accident occurring during the Period of Insurance whilst Your Vehicle is towing any Trailer or Caravan provided that the number of Trailers does not exceed the number permitted by law.

## 10.14 Uninsured motorists

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

- 10.14.1 Your Vehicle was a sedan, station wagon, four wheel drive, panel van, utility or goods carrying Vehicle under 2 tonne Gross Vehicle Mass; and
- 10.14.2 The driver of the other Vehicle was at fault;
- 10.14.3 The other Vehicle was uninsured; and

10.14.4 You can tell Us who the other driver was and identify the other Vehicle and supply the registration number; and

10.14.5 The amount of the claim exceeds Your basic and age Excess under the Policy and is not a claim for windscreen Damage.

This cover is for Option 3: Third Party Liability Only.

In the event that the fault of the Accident which gave rise to the claim is in dispute You will be required to pay the Excess and the Excess will be refunded if We are successful in establishing the fault of the other driver.

## 11. Exclusions applicable to Part B

We will not pay, under Part B, for:

### 11.1 Aircraft liability

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

### 11.2 Death/bodily injury

death or bodily injury:

11.2.1 if You or any other person entitled to cover under this Part B, has been, or is entitled to be, partially or wholly indemnified by any statutory compulsory insurance or Accident compensation scheme, including any compulsory Vehicle scheme;

11.2.2 for any claim for which You or any other person entitled to cover under this Part B, would have been partially or wholly indemnified, but for Your failure to insure or register Your Vehicle in accordance with a requirement or any statutory compulsory insurance or Accident compensation scheme, including any compulsory Vehicle scheme;

11.2.3 to You or any person in charge of Your Vehicle;

11.2.4 (i) to any person related to You;

(ii) to any person related to the person in charge of Your Vehicle; by way of birth, marriage or de facto relationship;

11.2.5 to any person with whom You ordinarily reside or who ordinarily resides with You;

11.2.6 to any Employee, agent, contractor, or subcontractor employed or engaged by any person entitled to indemnity under this Policy;

11.2.7 to any person in or on, or getting out of, or off any bus, coach or Caravan, whether registered or deemed to be registered;

11.2.8 arising out of, or in any way connected with a defect in Your Vehicle, or in a Vehicle causing loss of control of Your Vehicle whilst it is being driven;

11.2.9 to any person injured by a Queensland or New South Wales registered Trailer only, either whilst in tow and/or unattached;

11.2.10 to any person injured by a Northern Territory registered Vehicle; or

11.2.11 where at the time of the Accident, You did not have in force a current general liability or public liability Policy pertaining to Your Business operations.

This Exclusion 11.2 does not apply to any cover which is available under Additional Benefit applicable to Part B, 'Cover for supplementary bodily injury (legal liability)'.

### 11.3 Employer's liability

for death of or bodily injury to any person:

11.3.1 caused by or arising out of the employment of the person by You;

11.3.2 in Your service that arises from any liability imposed by;

(i) any workers' compensation legislation; or

(ii) any industrial award, agreement or determination.

### 11.4 Fines, penalties, punitive Damages

for any fines, penalties, or aggravated, exemplary or punitive Damages.

### 11.5 Pollution

11.5.1 for death or bodily injury or property Damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water);

11.5.2 for death or bodily injury or property Damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances caused by any product that has been discarded, dumped, abandoned or thrown away by others;

11.5.3 for the cost of removing, nullifying or cleaning up Pollutants or contaminated substances; or

11.5.4 for the cost of preventing the escape of Pollutants or contaminated substances.

This Exclusion shall not apply where the claim arises from a sudden identifiable, unintended and/or unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance.

### 11.6 Property in Your Custody of Control

11.6.1 for Damage to property that is owned by You;

11.6.2 for Damage to property which is Your physical or legal control; or

11.6.3 for loss of use arising out of or from the loss or Damage to any property in Your physical or legal control.

For the purpose of this Exclusion only:

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

are not deemed to be in Your custody or control.

### 11.7 Statutory liability

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

### 11.8 Tool of Trade

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

### 11.9 Trailers and Caravans

- 11.9.1 for Damage or liability of whatsoever nature caused or contributed to by more than the legally permitted number of Trailers attached to Your Vehicle;
- 11.9.2 for Damage to any Trailer that You do now own, other than as provided for by Extension 10.10 Non-Owned Trailer Liability;
- 11.9.3 for Damage to any Caravan that You do not own.

### 11.10 Unregistered Vehicles

- 11.10.1 any liability of whatsoever nature if Your Vehicle is unregistered at the time of the Accident giving rise to the claim. However, this exclusion will not apply to Your Vehicle if it is Mobile Plant that is unregistered, provided that You have complied with all statutory requirements and obtained necessary permits to use it on a public road or on public property;
- 11.10.2 liability of whatsoever nature if Your Vehicle is not registered or licensed in accordance with requirements of any State or Territory laws relating to the use of Vehicles on public roads or public property

### 11.11 Vibration / Vehicle weight

Damage to property that is caused by:

- 11.11.1 vibration; or
- 11.11.2 the weight of Your Vehicle exceeding any lawful requirements or advisory signs.

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

We give You, subject to the terms, conditions and exclusions of the Policy, unless specifically stated otherwise.

### 12.1 Acquired Companies

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

- 12.1.1 if You advise Us of Your interest in the subsidiary company, firm or Business within 14 days of the purchase, formation or acquisition, We will hold You covered for those Vehicles under the cover Option shown on Your Schedule in respect of those Vehicles for a period of 30 days from the date of such purchase, formation or acquisition; and
- 12.1.2 if, within 30 days of such purchase, formation or acquisition, You also provide Us with a Schedule of the additional Vehicles to be insured and details of their prior claims history, We will extend the hold covered period until 45 days from the date of such purchase, formation or acquisition; and
- 12.1.3 if You pay the premium We assess as applicable for the hold-covered period.

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

### 12.2 Automatic additions

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

- 12.2.1 such Vehicles Attachments, Caravans or Trailers or Mobile Plant are of a similar type to Your Vehicles at the commencement of the Period of Insurance;
- 12.2.2 You notify Us in writing within 60 Days of acquiring any such Vehicle, Attachment, Caravan or Trailer or Mobile Plant;
- 12.2.3 the Limit of Cover (which applies under Part A) does not exceed \$300,000 for each newly acquired or hired Vehicle, Attachment, Caravan or Trailer or Mobile Plant, unless We have otherwise agreed in writing; and
- 12.2.4 You pay Us any additional premium We may require.

However any Vehicle, Attachment, Caravan or Trailer or Mobile Plant acquired by virtue of the purchase or other acquisition of, or the formation of any company or firm or Business (including the purchase or acquisition of the Business of any

sole trader or sub-contractor) or any Vehicles, Attachments, Caravans or Trailers or Mobile Plant acquired or hired by You from any of Your subcontractors, will not be treated as newly acquired Vehicles or Attachments purchased or hired by You, as required by this Additional Benefit.

### 12.3 Fire Brigade & Emergency Services cover

Following an Accident, We will pay up to \$25,000 for Your Liability for charges imposed by the Fire Brigade, Police or any Government Emergency Services provided cover is not available elsewhere.

### 12.4 LPG Conversion

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

### 12.5 Removal of debris

We will pay You for the reasonable costs necessarily incurred for the clean-up and removal of Your Vehicle's or Attachment's debris and Your Vehicle's or Attachment's load arising from an Accident or resulting from goods falling or leaking from Your Vehicle, but only to a maximum amount of \$50,000 per Accident.

However, to the extent permitted by law, this Additional Benefit will only provide cover for any amount in excess of which Your Vehicle's or Attachment's load is otherwise insured.

## 13. Exclusions applicable to both Part A and Part B

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

### 13.1 Asbestos

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

### 13.2 Aviation Works

for Damage or liability arising in any way from Aviation Works.

### 13.3 Contractual liability

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

- 13.3.1 would have attached notwithstanding such undertaking or indemnity; or
- 13.3.2 was assumed under a contract which was specifically designated in Your Schedule.

### 13.4 Cranes and Lifting Devices

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

### 13.5 Dangerous Goods

if at the time of the Damage or when liability was incurred, Your Vehicle was carrying any substance that is shown in the current Australian Code for the Transport of Dangerous Goods by Road or Rail or the current Australian Code for the Transport of Explosives by Road or Rail as Goods too Dangerous to transport or while any such substance is being moved to or from Your Vehicle or while any such substance is being loaded or unloaded from Your Vehicle which does not comply with the relevant Codes, notwithstanding the cover limit listed above in 'Third Party Liability'.

### 13.6 Geographical limitations

unless We agree in writing to the contrary, if Damage occurs to Your Vehicle covered by this Policy which is outside the Commonwealth of Australia at the time of the Damage, except as specifically stated otherwise in the Policy.

### 13.7 Hire or reward

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

- 13.7.1 is used for carrying passengers for hire or reward, except for a private pooling arrangement or when You receive a travelling allowance from Your full time employer;
- 13.7.2 is let out on hire, unless:
  - (i) operated by You or one of Your Employees or
  - (ii) Your Vehicle is Mobile Plant and You have complied with the conditions of cover set out in Optional Cover Available under Part A 6.4 Mobile Plant Dry Hire; or
  - (iii) We have agreed in writing to provide Dry Hire cover for Vehicles which are not Mobile Plant,

### 13.8 Overloading

- 13.8.1 if at the time of the Damage or when any liability was incurred, Your Vehicle was being used to carry a number of passengers in excess of that for which it was designed or used contrary to the 1 manufacturer's recommendations; or
- 13.8.2 if at the time of the Damage or when any liability was incurred, Your Vehicle or any Caravan or Trailer being towed by Your Vehicle was used to carry, lift, haul or tow a load in excess of that for which it was designed or used contrary to the manufacturer's recommendations.

This exclusion does not apply if You can prove that:

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

### 13.9 Radioactive Contamination

if Your Vehicle is being used for or is attached to or is towing a Vehicle, mobile machine and/or Trailer, for the commercial transport of radioactive materials; or

- 13.9.1 for loss or Damage to property eligible for insurance by the relevant Nuclear Insurance Pool and/or Association; or
- 13.9.2 for loss, cost, Damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
  - (i) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
  - (iv) The loss or Damage is caused by the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste, or
  - (v) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

### 13.10 Seizure of Your Vehicle

for Damage to Your Vehicle caused by:

- 13.10.1 lawful seizure, confiscation or acquisition; or
- 13.10.2 any person lawfully repossessing or attempting to lawfully repossess Your Vehicle, where Your Vehicle is used as security for a debt.

### 13.11 Stock in Trade

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

### 13.12 Terrorism

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes and does not cover death, injury, illness, loss, Damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out or in connection with any Act of Terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

This Policy also excludes and does not cover death, injury, illness, loss, Damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of Terrorism.

### 13.13 Underground mining

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

- 13.13.1 used for drilling or tunnelling whilst underground; or
- 13.13.2 used or driven in an underground mine or mining shaft.

### 13.14 Use of Your Vehicle

- 13.14.1 if Damage or any liability occurred while Your Vehicle is being driven by any person impaired by or under the influence of any drug or alcohol, or by any person with a percentage of drug or alcohol in their breath or blood in excess of that allowed by law. However, if You can prove You did not know that the driver of Your Vehicle was so affected, We will cover You but not the driver of Your Vehicle;
- 13.14.2 if Damage or any liability occurred while Your Vehicle is being driven by any person who refuses a request from a person with legal authority to take a breath, blood or other test to determine the percentage of drugs or alcohol in the person's breath or blood. However, if You can prove You did not know that the driver of Your Vehicle refused to submit to the test, We will cover You but not the driver of Your Vehicle;

13.14.3 if Damage or any liability arises out of an Accident caused by a person who was not licensed to drive Your Vehicle but this exclusion will not apply where:

- (i) the person is driving Your Vehicle without Your consent; or
- (ii) the person is driving Your Vehicle with Your consent but You can prove:
  - (1) the driving licence produced to You by that person has been forged or was the subject of an unauthorised alteration which could not have been reasonably discerned from the driving licence produced by You; or
  - (2) the driving licence produced would, if it had been valid, have authorised that person to drive the particular category or type of Vehicle which was to be driven with Your consent; or
  - (3) You do not know or could not reasonably have known that person did not have a licence to drive Your Vehicle.

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

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

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

13.14.5 if Damage or any liability occurred while Your Vehicle is operating or driving in any autopilot or Autonomous Vehicle mode.

### 13.15 Vehicles on rails / cables

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

### 13.16 War

For loss or Damage arising directly or indirectly as a result of:

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

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

### 13.17 Wilful Damage

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

### 13.18 Trailers

for Damage caused or contributed to by more than the legally permitted number of Trailers attached to Your Vehicle.

### 13.19 Personal Property/Property in Your Custody

for Damage to property belonging to or in the custody of You or any person entitled to cover under Part B. This exclusion shall not apply to Employees or visitor's Vehicles whilst contained within a car park owned or operated by You.

### 13.20 Hooks and hoists

for claims caused by goods falling from the hook or hoisting apparatus of any crane or similar lifting equipment.

### 13.21 Approved fuel systems

for loss or Damage is caused by a fuel system which does not comply with the relevant Australian Standard.

### 13.22 Bitumen and/or Concrete Setting

for loss or Damage for the settling or hardening of any concrete, bitumen, cement products or similar products or their derivatives.

## 14. General conditions applicable to both Part A and Part B

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

### 14.1 Breach of conditions

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



## 14.2 Cancellation

### How You may cancel this Policy

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

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

### How We may cancel this Policy

We have the right to cancel this Policy in certain circumstances, including where:

- You failed to comply with Your Duty of Disclosure,
- You have made a misrepresentation to Us prior to the issue of the Policy,
- You have failed to comply with a provision of Your Policy, including a term relating to payment of premium,
- You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers You, or
- where We are otherwise permitted to do so by law.

We will give You three business days' notice in writing of the date from which the Policy will be cancelled, by:

- giving it to You or Your agent in person,
- delivering it electronically where We are allowed by law, or
- posting it to the address last notified to Us.

## 14.3 Changes to Your insurance details – what You must tell Us

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

When We receive this information, We may:

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

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

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

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

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

## 14.4 Cross liability

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

## 14.5 Joint Insured

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

## 14.6 Jurisdiction

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

## 14.7 Keeping evidence of the value of the Vehicle

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

## 14.8 Notices

Any notice We give You will be effective:

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

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

## 14.9 Other insurances covering the same loss, Damage or liability

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

## 14.10 Prevention of loss or Damage

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

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

## 14.11 GST Notice

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

### Sums Insured

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

### Claim settlements – Where We agree to pay

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

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

### Disclosure – Input tax credit entitlement

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

### 14.12 Sanctions regulation

Notwithstanding any other terms and conditions under this Policy, Allianz shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to You or any other party to the extent that such cover, payment, service, benefit and/or any Business or activity of Yours which would violate any applicable trade or economic sanctions, law or regulation.

## 15. Making a claim

### 15.1 What You must do in the event of a claim:

#### Do not admit liability

You must not:

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

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

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

#### Prevent further Damage

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

#### Contact the police

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

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

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

#### Contact Us as soon as possible

If there is any Damage or liability which is likely to result in a claim, You must give Us immediate notice as well as full details of any Damage or anticipated or alleged liability.

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

- verbally; or
- in writing by completing Our claim form which will be supplied to You when You contact Us.

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

You must advise Us immediately of:

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

## 15.2 Excess

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

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

There are different types of Excess which may apply to You or the driver of Your Vehicle at the time of the claim.

These are the:

- Basic Excess,
- Age and inexperienced driver Excess,
- Undeclared driver's Excess
- Tipping Excess
- Radius Limit Excess

Other Excesses may apply which will be noted on Your Schedule.

- Basic Excess

This is the first amount of each claim for which You must pay when You make a claim under this Policy, unless We state that an Excess does not apply. The Basic Excess will apply separately to each of Your Vehicle, Attachment, Caravan or Trailer for each and every claim.

Where more than one of Your Vehicles (all of which are covered under this Policy) are Damaged in the same Accident, You will pay the applicable Basic Excess in respect of each of Your Vehicle(s).

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

Where Your liability arises as a result of Your control of a Trailer not attached to a towing Vehicle, the Trailer Excess shown in Your Schedule will apply.

- Age and inexperienced driver's Excess

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

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

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

- windscreen or window glass Damage where this is no other Damage to Your Vehicle;
- Damage or loss caused by theft;
- hail, storm or flood Damage;
- Malicious Damage; or
- Damage to Your Vehicle while parked.

- Age and inexperienced driver's Excess applying to rigid and/or articulated Vehicles

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

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

However, this Excess will not apply for Damage caused by hail.

- Undeclared driver's Excess applying to rigid and/or articulated Vehicles

If, at the time of loss or Damage, Your rigid and/or articulated Vehicle with a carrying capacity in excess of 10 tonnes Payload, was being driven by a person who failed to complete a driver's questionnaire in accordance with General condition 14.3 (Changes to Your insurance details - what You must tell Us), then You will pay an additional Excess of \$2,500.

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

However, this Excess will not apply for Damage caused by hail.

- Tipping Excess

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

- Radius Limit Excess

If Your Vehicle is Damaged or liability is incurred as a result of an Accident which occurs outside the Radius Limit shown in Your Schedule, then You will pay an additional Excess in the amount of 100% of the basic Excess per Vehicle.

- Other Excesses

You may have to pay other Excesses which will be listed on Your Schedule if they apply.

#### **Faultless Excess**

You will not be required to pay the basic, age and or inexperienced driver Excess if:

- You satisfy Us that the Accident which gave rise to the claim was the fault of the driver of the other Motor Vehicle or Attachment or another Third Party; and
- You can supply the name and address of that driver or other Third Party; and
- You can supply the registration number of the Vehicle, and the amount of the claim exceeds Your basic and age Excess under the Policy and is not a claim for windscreen Damage.

In the event that the fault of the Accident which gave rise to the claim is in dispute You will be required to pay the Excess and the Excess will be refunded if We are successful in establishing the fault of the other driver.

#### **Deciding who is at fault**

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

### **15.3 Choice of repairer**

Allianz can assist You in selecting a suitable repairer to repair the Damage to Your Vehicle; however You also have the right to choose Your own repairer. In both instances We will work closely with the repairer to strive to achieve the best repair outcome for You however We may require a second quotation from a repairer chosen by Us. We will then choose (subject to any relevant Policy limits) to:

- authorise the repairs at Your repairer of choice;
- pay You the reasonable cost of repairing Your Vehicle; or
- move Your Vehicle to a repairer We both agree will repair Your Vehicle. In the instance that We both agree to move Your Vehicle We will provide You with a rental car for up to 3 days in addition to any other benefit provided under Your Policy.

### **15.4 Authorising repairs**

Where You have Comprehensive cover You may only authorise emergency repairs as detailed on page 12 under 'Emergency expenses'. You cannot authorise further repairs to Your Vehicle without Our prior consent.

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

### **15.5 Parts, extras and accessories**

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

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

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

### **15.6 Sublet repairs**

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

### **15.7 Assist Us with Your claim**

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

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

### **15.8 Our rights of recovery**

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

### **15.9 Salvage of Your Vehicle or Attachment when it is a Total Loss**

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

15.9.1 the wreckage of Your Vehicle or Attachment will become Our property; and

15.9.2 We will keep the proceeds of any salvage sale.

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

### **15.10 Payment of unpaid premium when Your Vehicle is a Total Loss**

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

- 15.10.1 the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You; and
- 15.10.2 if We are replacing Your Vehicle or Attachment, You must pay Us the balance of any unpaid premium for the Period of Insurance.

### **15.11 No return of premium after a Total Loss**

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

### **15.12 Guarantee and warranty**

We guarantee materials and workmanship on repairs

We authorise for as long as You own or lease Your Vehicle.

This guarantee is not transferable.

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**For all enquiries please call Your Steadfast Insurance Broker**

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