

# Steadfast SCTP Motor Insurance

## Product Disclosure Statement



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# PART A – PRODUCT DISCLOSURE STATEMENT

## Introduction

Welcome and thank you for choosing Zurich. Please ensure You read this document thoroughly before You enter into this contract of insurance. You must also ensure that all details as shown in Your Policy Schedule are correct. Let us know immediately if You need any changes. If You do not understand any part of the policy, please ask Your insurance broker to explain it to You or contact Us for an explanation.

## The Purpose of this PDS

This Product Disclosure Statement (PDS) has been prepared to assist You in understanding the types of coverage available under the Steadfast SCTP Commercial Motor Policy and in making an informed choice about Your insurance requirements. The PDS sets out the significant features of the Commercial Motor insurance policy including its benefits, risks and information about how the premium is calculated. For a full description of this insurance product, You will still need to read the Policy Wording in Part B of this document for terms, conditions and limitations of the insurance Policy.

The PDS also explains what to do, who to contact if You have a dispute regarding the Policy, and the significant taxation implications for motor insurance. The PDS also notifies You of the entitlement to a cooling-off period after You have entered into a contract of insurance.

## The Insurer

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as 'Zurich', 'We', 'Us' or 'Our'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, mid-sized and large companies, including multinational corporations.

We sometimes capitalise terms in this PDS, to show that words are abbreviated or have a particular defined meaning. You should refer to the General Definitions on page 9 to obtain the full meaning of such terms.

## About Steadfast

Steadfast Group Limited (Steadfast) is a public company. It includes a large network of insurance brokerages who operate in the Commonwealth of Australia as Steadfast Brokers. This insurance is available exclusively to You through a Steadfast Broker.

Steadfast 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 insurance Policy.

## Steadfast SCTP Commercial Motor Insurance

The Steadfast SCTP Commercial Motor Insurance is designed for small to medium enterprises operating one or more vehicles. This policy can include sedans, light commercial vehicles, heavy vehicles, mobile plant and equipment. The policy cover can be customised to meet your business requirements.

## How to apply for this insurance

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

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

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

If You are not satisfied with the information provided by Your intermediary, You can contact Us at the address or telephone number shown on the back cover of this document. However, We are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for Your personal, objectives, needs or financial situation.

## **Our contract with You**

Your Policy is a contract of insurance between You and Zurich and contains all the details of the cover that We provide.

Your Policy is made up of:

- the Policy wording, which is attached as Part B of this document. It tells You what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- the information You provide to Us when applying for insurance cover;
- Your most current Schedule issued by Us. The Schedule is a separate document unique to You, which shows the insurance details relevant to You. It includes any changes, exclusions, terms and conditions made to suit Your individual circumstances and may amend the Policy; and
- any other changes otherwise advised by Us in writing (such as an endorsement or a supplementary PDS). These written changes vary or modify the above documents.

Please note, only those Cover Options shown as covered in Your Schedule are insured.

This document is also the PDS for any offer of renewal We may make, unless We tell You otherwise. Please keep Your Policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.

## **Significant issues to consider**

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that You should be aware of when deciding to purchase Our product. These may affect the amount of the payment that We will make to You if You have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of Your Sum Insured shown in Your Schedule or some other amount, factor or item specified in the relevant clause of this policy.

You should be aware of the following matters in considering whether this product is suitable for Your needs.

The correct Basis of Settlement selection is vital, as an incorrect selection, may possibly leave You underinsured.

The Policy cover can be customised to meet Your Business requirements and some of the options can be summarised as follows:

### **Option 1: Comprehensive – Own Damage and Third Party Property Damage Liability**

This provides cover for:

- physical loss, Damage or destruction to Your Vehicle as a result of an Accident (Section 1); and
- physical loss, Damage or destruction to Third Party property as a result of an Accident arising out of the use of Your registered Vehicle (Section 2).

When Option 1 is selected, there are three Basis of Settlement options: Agreed Value, Market Value or the Sum Insured Value. Agreed Value is available if Your Vehicle is a sedan, station wagon, 4WD, utility or Other Goods Carrying Vehicle, with no greater than two tonnes Payload carrying capacity. Market Value is available if Your Vehicle has a Payload carrying capacity no greater than five tonnes.

## **Option 2: Fire, Theft and Third Party Property Damage Liability**

This provides cover for:

- physical loss, Damage or destruction to Your Vehicle caused by fire, explosion, lightning, theft or attempted theft only (Section 1); and
- physical loss, Damage or destruction to Third Party property as a result of an Accident by Your registered Vehicle (Section 2).

When Option 2 is selected, cover is restricted to stated perils above. There are three Basis of Settlement options: Agreed Value, Market Value or the Sum Insured Value. Agreed Value is available if Your Vehicle is a sedan, station wagon, 4WD, utility or Other Goods Carrying Vehicle, with no greater than two tonnes Payload carrying capacity. Market Value is available if Your Vehicle has a Payload carrying capacity no greater than five tonnes.

## **Option 3: Third Party Property Damage Liability only**

This provides cover for:

- physical loss, Damage or destruction to Third Party property as a result of an Accident by Your registered Vehicle (Section 2).

When Option 3 is selected, cover is restricted to Section 2 only.

## **Carriage of Dangerous Goods**

When Section 2 is selected, We provide cover where Your Vehicle is being used for, attached to, or towing a Motor Vehicle, Machine and/or trailer carrying Dangerous Goods, up to \$1,000,000 Limit of Liability. We recommend You refer to page 20 and You review the limit of Dangerous Goods cover provided, to ascertain if it is adequate for Your requirements.

## **Additional Benefits**

When You have a loss, additional expenses may be incurred. For example, Emergency car hire, Signwriting and Non-owned trailer liability. Please refer to Additional Benefits to Section 1 from page 13, Additional Benefits to Section 2 from page 20 and Additional Benefits to Section 1 and Section 2 from page 25.

Optional Covers are available in Section 1. These additional covers, which are not automatically provided with the Policy, may be selected. Please refer to Optional Available under Section 1 on page 18.

Where these benefits or extensions have limits, these limits (whilst some are additional to the sum insured), are sub-limited to either per Accident, per Your Vehicle, per Event or per Period of Insurance. We suggest You review these limits to see if they are adequate for Your requirements.

## **Excesses can apply**

For each of the available Options, an Excess may apply.

An Excess is not an additional fee charged by Us at the time of making a claim. Rather, it is the uninsured first portion of a loss for which You are otherwise covered, i.e. the amount that You must contribute towards each claim.

Details of Excess amounts and the circumstances in which they will be applied are included under General Conditions Applicable to both Section 1 and Section 2 – 4. Excess from page 32.

Upon acceptance of Your claim, You must pay the total amount of the applicable Excess, either to Us or to the repairer. We will advise You to whom the Excess must be paid, however, if the Insured Vehicle is a Total Loss, We may deduct any Excess that You must pay from any payment We make.

## Exclusions

This Policy contains exclusions, some of which are common in insurance policies and some may be less common, and as such may be unexpected. For example, your Policy may exclude or limit cover for loss or Damage to the Vehicle or caused by the use or operation of the Vehicle In the following circumstances:

- loss or Damage caused by wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance;
- loss or Damage to tyres or wheel rims caused by braking, road punctures, cuts or bursts; or
- an Act of Terrorism.

Some of the exclusions may be unexpected. For example, this Policy excludes cover if Your Vehicle is or has caused Damage arising in any way from Aviation Works. Please refer to page 27 for the details of this exclusion.

The above are some of the events that are not covered by this Policy. Before making a decision about whether to purchase this Policy, You should read the full details of all relevant exclusions, which are contained in the Policy.

Some may not be relevant to Your requirements, however, You should make Yourself aware of all the exclusions. Please refer to, the Exclusions to Section 1 from page 18, Exclusions to Section 2 from page 23 and Exclusions to Section 1 and Section 2 from page 27.

## General Conditions

The General Conditions set out Your obligations with which You need to comply. Please read the General Conditions applicable to both Section 1 and Section 2 from page 32. You should make Yourself aware of all the terms and conditions that apply. If You do not meet them, We may decline or reduce the claim payment or cancel Your Policy.

## Make sure You have the cover You need

You should discuss with Your intermediary the appropriate amounts and risks for which You need to be insured. If You do not adequately insure for the relevant risks, You may have to bear any uninsured losses Yourself.

If You do not choose appropriate amounts that allow for the current value of Your Vehicle or other financial risks that Your Policy aims to cover, then You may be underinsured when You need to make a claim.

## Change of circumstances

You should notify Your intermediary as soon as possible when Your circumstances change and where You need to add to or vary the insurance cover You need. For instance, if You purchase a new vehicle outside the parameters of the Insured Vehicle coverage. If You do not tell Your intermediary of these changes and you suffer loss or Damage, You may not have any cover under Your Policy. If You are unable to contact your intermediary, You can contact us directly to inform us of Your change in circumstances.

## Duty of Disclosure

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984 (Cth).

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure You.

## If You do not tell Us something

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

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

## Goods and Services Tax

The sum insured that You choose should exclude Goods and Services Tax (GST). In the event of a claim, if You are not registered for GST, We will reimburse You the GST component, in addition to the amount We pay You. If You are registered for GST, You will need to claim the GST component from the Australian Taxation Office.

You must advise Us of Your correct input tax credit percentage, where You are registered as a business and have an Australian Business Number. Any GST liability arising from Your incorrect advice is payable by You.

## How to make a claim

If You need to make a claim against this Policy, please refer to 'Making a claim' from page 36. If You have any queries, please contact Your intermediary as soon as possible or call Us on 132 687.

## Repairs, Repairer Choice and Parts Policy

Zurich complies with the Repair Industry Code of Conduct.

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

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

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

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

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

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

## Privacy

Zurich is bound by the Privacy Act 1988 (Cth). We collect, disclose and handle information, and in some cases personal or sensitive (e.g. health) information, about You ('Your details') to assess applications, administer policies, contact You, enhance Our products and services and manage claims ('Purposes'). If You do not provide Your information, We may not be able to do those things. By providing Us, Our representatives or Your intermediary with information, You consent to Us using, disclosing to third parties and collecting from third parties Your details for the Purposes.

We may disclose Your details, including Your sensitive information, to relevant third parties including Your intermediary, affiliates of Zurich Insurance Group Ltd, insurers, reinsurers, Our banking gateway providers and credit card transactions processors, Our service providers, Our business partners, health practitioners, Your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain Your details from relevant third parties, including those listed above. Before giving Us information about another person, please give them a copy of this document. Laws authorising or requiring Us to collect information include the Insurance Contracts Act 1984 (Cth), Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), Corporations Act 2001 (Cth), Autonomous Sanctions Act 2011 (Cth), A New Tax System (Goods and Services Tax) Act 1999 (Cth) and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at [www.zurich.com.au](http://www.zurich.com.au) or by telephoning Us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of Your details are likely to be located. It also sets out how We handle complaints and how You can access or correct Your details or make a complaint. You have this duty until We agree to insure You.

## How We calculate Your premium

The amount of Your premium is determined by taking a number of different factors into account. 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, 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 impact on the premium. Each insurer can do this differently.

Some factors impacting premium are:

- type of Your Vehicle or Machine (make, age, model);
- use of Your Vehicle or Machine (private, business);
- the value of Your Vehicles or Machine and the Basis of Settlement selected;
- type of additional cover, terms and conditions;
- location and operating radius of Vehicles;
- claims history from prior years; and
- risk management procedures Your business undertakes.

Your intermediary can arrange for You to be provided with a quote for a premium. You will need to give Your relevant details to Your intermediary at this time to enable Us to calculate Your premium.

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.

## How and when You pay Your premium and what happens if You don't pay?

Premiums are charged and are payable on a yearly basis. Your intermediary can also tell You what other methods are available to make Your premium payments.

Your intermediary will send You an offer of renewal of Your insurance once a year, before Your current Period of Insurance expires. If You do not pay Your premium when due, Your Policy may lapse after 30 days and You will not be covered. You may be able to reinstate Your Policy after it lapses, but You must submit an application to Us, which is subject to Our reassessment of Your circumstances at the time of application.

## Cooling-off Period

After You apply for a Zurich product and You have received the Policy document, You have 21 days to check that the Policy meets Your needs. Within this time You may cancel the Policy and receive a full refund of any premiums paid, unless You have:

- made a claim or become entitled to make a claim under Your Policy; or
- exercised any right or power You have in respect of Your Policy or the Policy has ended.

Your request will need to be forwarded to Us via Your intermediary or to the address shown on the back cover of this document.

You can cancel Your Policy at any time after the cooling-off period. Please refer to 2. Cancellation under General Conditions applicable to both Section 1 and Section 2 on page 32.



## General Insurance Code of Practice

We are signatories to the General Insurance Code of Practice (the Code) and support the Code.

The objectives of the Code are:

- to commit us to high standards of service;
- to promote better, more informed relations between us and you;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes you make about us; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers compliance with the Code.

Further information about the Code or the Code Governance Committee and Your rights under it is available at <https://insurancecouncil.com.au/cop/> or by contacting Us.

## Complaints and Disputes Resolution process

If You have a complaint about an insurance product We have issued or service You have received from Us, please contact Your intermediary to initiate Your complaint with Us. If You are unable to contact Your intermediary, You can contact Us directly on 132 687. We will acknowledge receipt of Your complaint within 24 hours or as soon as practicable.

If You are not satisfied with Our initial response, You may access Our internal dispute resolution process. Please refer to the general insurance fact sheet available on Our website for details of our internal dispute resolution process.

We expect that Our internal dispute resolution process will deal fairly and promptly with Your complaint, however, You may take Your complaint to the Australian Financial Complaints Authority (AFCA) at any time.

AFCA is an independent external dispute resolution scheme. We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to You.

Their contact details are:

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

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

Freecall: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

If Your complaint or dispute falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

## Financial Claims Scheme

Zurich is an insurance company authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, we are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

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

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

Further information about the FCS can be obtained at [www.fcs.gov.au](http://www.fcs.gov.au)

## Updating this PDS

Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a copy of the updated information will be available free of charge upon request, by contacting Your intermediary or Us by using Our contact details on the back cover of this PDS. Please note that We may also choose to issue a new PDS or a supplementary PDS in other circumstances.

# PART B – POLICY WORDING TERMS AND CONDITIONS

Subject to the terms, conditions, limitations and exclusions 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.

## COVER OPTIONS

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

### Option 1: Comprehensive – Own Damage and Third Party Liability

- Section 1 of this Policy will operate in full including:
  - Additional Benefits applicable to Section 1; and
  - Optional Cover Available under Section 1 if shown on Your Policy Schedule; and
- Section 2 of this Policy will operate in full if Your Vehicle is registered.

### Option 2: Fire, Theft and Third Party Liability

- The operation of Section 1 of the Policy is restricted to the types of cover marked as included in Option 2 (this option provides limited cover for some losses which are commonly caused by fire, explosion, lightning, theft or attempted theft); and
- Section 2 of this Policy will operate in full if Your Vehicle is registered.

### Option 3: Third Party Liability only

- only Section 2 of this Policy will operate if Your Vehicle is registered.

## GENERAL DEFINITIONS

The following General Definitions apply to all sections of the Policy unless defined differently within an individual section.

**Accident** 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 or injury;
- 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, exclusive of GST, in the Policy Schedule. This amount includes Standard Accessories and any Non-Standard Accessories, Attachments and Modifications specified in the Policy 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 that is restricted and not accessible to the general public; 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 part of the airport that is restricted and not accessible to the general public; or
- any operation on any part of the airport that is restricted and not accessible to the general public 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 Policy 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 Your business as shown in Your Policy Schedule.

**Damage or Damaged 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; 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, as well as any amendments, successor Codes or Standards or similar replacements to the Codes and Standards.

**Dry Hire** means the hiring out of Your Vehicle without a driver or operator.

**Employees** means a person(s) You have the right to direct during Your Business activities who is:

- 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 Policy Schedule or this document which You must bear when You make a claim under Your Policy. The basic excess will apply separately to each Vehicle and each claim on that Vehicle (see General Conditions section for details).

**Family means:**

Your spouse or de facto spouse (in accordance with the meaning given to that phrase in the Family Law Act 1975 (Cth)); and Your children or the children of Your spouse or de facto spouse, who ordinarily live with You.

**Legislative Requirement** means any applicable statute, regulation, by-law, ordinance, policy or subordinate legislation in force from time to time in the territorial limits whether made by a State, Territory, the Commonwealth or a local government, and includes standards, guides, information bulletins or industry codes that apply by reason of statute or regulations.

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

- identified in Your Policy Schedule; and
- 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 of Your Vehicle immediately before the loss or Damage occurs based on the make, model, age, kilometres travelled and condition of Your Vehicle (exclusive of GST).

**Mobile Plant** means a self-propelled Vehicle or Machine noted on Your Policy Schedule which is not normally registered for on road use and is used for earthmoving, excavating, digging, grading, drilling, lifting, pumping, loading and unloading, vacuuming or other similar activities.

**Modification** means any change to Your Vehicle 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. Payload is calculated from the gross vehicle mass (GVM) subtracting the Vehicle's own weight and without any cargo or passengers.

**Period of Insurance** means the period We provide the cover under the Policy as set out on Your Policy 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 Your Business; or
- mobile phones.

**Policy** means Your insurance contract with Us which consists of this Policy wording, any endorsements and the Policy Schedule.

**Policy Schedule** means the most current record of the particulars of Your insurance which forms part of the Policy. The policy schedule is issued when We have accepted Your insurance and sets out Your Policy number, cover types You selected and other applicable details of Your cover such as Period of Insurance any Excess(es) payable.

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapour, soot, fumes, acids, alkalis, chemicals and 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 garaged location as the centre and with a radius of the length shown in Your Policy Schedule.

**Standard Accessories** means standard accessories, tools, equipment and spare parts fitted to Your Vehicle by the manufacturer of Your Vehicle, but excludes Non-Standard Accessories.

**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 Policy Schedule, or in other documents forming part of Your Policy, for each of Your Vehicles.

**Third Party** means a person who is not the Insured specified in the Policy Schedule or is not a person to whom cover is provided 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 or where Your Vehicle is Damaged and the cost of repairing Your Vehicle is uneconomical or greater than:

the Agreed Value where Your Vehicle is insured for Agreed Value; or

the Sum Insured or Market Value, whichever the lesser.

**Trailer** means the registered trailer shown on Your Policy Schedule. Trailer also includes registered caravans which are not:

- permanently on site or which is used as a permanent residence; or
- a motorised, campervan, or motor home; or
- the permanent fixtures, fittings, furniture, furnishings and bottled gas equipment contained in or on Your trailer which would normally be sold with it; or
- an annex or canvas awning which is securely attached to Your trailer at the time of any Damage.

**Vehicle** means any type of machine intended to be propelled on wheels or self-laid tracks by means other than human or animal power described on Your Policy Schedule, but excludes rail and tram rolling stock. It includes any manufacturers' tools, Accessories, equipment and options fitted as standard by the manufacturer and any agreed Non-Standard Accessories or equipment fitted which are noted on Your Schedule or otherwise specifically covered by the Policy.

**We, Our, Ours or Us** means Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507.

**You, Your or Insured** means:

- those named in Your Policy Schedule as the Insured and including 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 Section 2 – 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.

# SECTION 1 – OWN DAMAGE

## **What You are covered for if You choose Option 1: Comprehensive**

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 pay the lesser of:

- a. the cost to replace, reinstate or repair Your Vehicle; or
- b. the cost to pay You the reasonable cost to repair Your Vehicle to its condition before it was Damaged; or
- c. where Your Vehicle is a Total Loss, and Your Policy 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
- d. If Your Vehicle is a Total Loss, and Your Policy Schedule shows that Your Vehicle is insured for Agreed Value, then We will pay You the Agreed Value.

## **What You are covered for if You choose Option 2: Fire, Theft and Third Party Liability**

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

- a. the cost to replace, reinstate or repair Your Vehicle; or
- b. the cost to pay You the reasonable cost to repair Your Vehicle to its condition before it was Damaged; or
- c. if Your Vehicle is a Total Loss, and Your Policy 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
- d. if Your Vehicle is a Total Loss, and Your Policy Schedule shows that Your Vehicle is insured for Agreed Value, then We will pay You the Agreed Value.

## **LIMIT OF COVER – SECTION 1**

- a. We will not pay more than the:
  - i. Sum Insured or Agreed Value specified in Your Policy Schedule for any one Accident to, fire in or theft of, Your Vehicle; or
  - ii. Sum Insured or Agreed Value specified in Your Policy Schedule and under Additional Benefit applicable to Section 1, 8. Finance payout and Section 1, 16 Replacement Vehicle for any one Accident to, fire in or theft of, Your Vehicle; or
- b. We will not pay more than \$12,500,000 in aggregate under Section 1 of this Policy with respect to all claims arising out of the same Event covered by Section 1 of this Policy.

## **ADDITIONAL BENEFITS APPLICABLE TO SECTION 1**

Depending on the cover option You have selected and where We accept a valid claim under Section 1 of this Policy, the following Additional Benefits apply. 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.

### **1. Accommodation and travelling expenses – applicable to Option 1: Comprehensive cover only**

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; 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 costs incurred in:

- returning You and/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 \$5,000 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 a taxi or rideshare fare for returning You and/or Your driver and any non-paying passengers to the point of departure or, at Your option, to the driver's destination.

## **2. Automatic trailer cover – applicable to Option 1: Comprehensive cover only**

We will pay for Damage to any two wheeled or box Trailer which is owned by You and which is not listed in Your Policy 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, provided it was not in a common parking area such as of home units and/or flats.

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.

## **3. Cover for interested parties – applicable to Option 1: Comprehensive cover only**

We will provide cover as per the policy terms to any third 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).

## **4. Emergency vehicle hire following fire or theft – applicable to Option 1: Comprehensive cover only**

Where the Damage to Your Vehicle is caused by fire or theft, We will, 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 \$5,000 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, and is 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. Emergency expenses – applicable to Option 1: Comprehensive cover only**

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 \$5,000 per Event.

**6. Employees' vehicles – applicable to Option 1: Comprehensive cover only**

We will cover loss of, or Damage to, any sedan, station wagon, four wheel drive, panel van, utility or goods carrying Vehicle under 2 tonne carrying capacity 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 \$75,000 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.

**7. Family expenses when driver hospitalised – applicable to Option 1: Comprehensive cover only**

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.

**8. Finance payout – total loss of encumbered vehicles – applicable to Option 1: Comprehensive cover only**

If:

- Your Vehicle is a Total Loss; and
- Your Vehicle is the subject of a lease agreement or other similar agreement; and
- 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
- 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 if noted on Your Policy Schedule; or
- 25% of the Sum Insured or Market Value, whichever is the lesser.

**9. Funeral expenses – applicable to Option 1: Comprehensive cover only**

Where 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 \$15,000 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.

**10. Goods in transit – applicable to Option 1: Comprehensive cover only**

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

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



**11. Marine contribution – applicable to Option 1: Comprehensive cover only**

We will pay Your contribution for general average charges, if Your Vehicle is being transported by sea between places within Australia during the Period of Insurance and 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.

**12. Modification – applicable to Option 1: Comprehensive cover only**

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

**13. Personal Property – applicable to Option 1: Comprehensive cover only**

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:

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

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

**14. Re-delivery, retrieval, removal and towing expenses – applicable to Option 1: Comprehensive cover and Option 2: Fire, Theft and Third Party Property Damage Liability**

If Your Vehicle suffers loss or Damage, We will pay the reasonable costs:

- of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or other appropriate place; and
- incurred by You to deliver Your Vehicle to You at Your usual place of garaging after its repair.

If Your Vehicle is stolen and does not incur any other loss or Damage following the theft, We will pay You the reasonable cost of returning Your Vehicle to Your usual place of garaging when Your Vehicle has been recovered.

Where Your Vehicle is unintentionally immobilised for reasons other than mechanical, electrical or electronic failure, We will pay You the necessarily incurred costs of recovery and/or retrieval of Your Vehicle.

The maximum We will pay in respect of any such costs is \$50,000 during the Period of Insurance. Where You provide Your own equipment, for the purpose of recovery, settlement shall be at cost, without allowance for profit.

**15. Re-keying and re-coding – applicable to Option 1: Comprehensive cover only**

If the keys to Your Vehicle are lost, stolen, destroyed or damaged, or if there are reasonable grounds to believe that the keys may have been duplicated, We will reimburse the costs of replacing the key ignition barrel and all locks and keys, if required.

We will pay 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.

**16. Replacement Vehicle following a total loss – applicable to Option 1: Comprehensive cover only**

If Your Vehicle is a sedan, station wagon, 4WD, utility or goods carrying Vehicle under 5 tonnes or Mobile Plant, and it 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 or similar make, model, series and Accessories (subject to local availability) including registration fees, delivery charges and stamp duty.

If Your Vehicle is:

- i. a stock or tanker type trailer;
- ii. a garbage compactor rigid body truck;
- iii. concrete pump equipment; or
- iv. other specialist application body type

and it is declared a Total Loss less than one year old from original 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 or similar make, model, series and Accessories (subject to local availability) including registration fees, delivery charges and stamp duty.

Where:

- a. Your Vehicle's model has been deleted from a manufacturer's range;
- b. Your Vehicle's model has been superseded by a Vehicle that is in Our opinion significantly different to Your Vehicle; or
- c. a new Vehicle of similar make and model is not available,

We will pay 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.

**17. Signwriting – applicable to Option 1: Comprehensive cover only**

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

- \$5,000; or
- the amount We have agreed to pay You for Damage to Your Vehicle in accordance with the terms of the Policy, whichever is the lesser.

Any amount payable under this sub-clause will be included in calculating the maximum amount We will pay You for Damage to Your Vehicle under the terms of the Policy.

**18. Tools of Trade – applicable to Option 1: Comprehensive cover and Option 2: Fire, Theft and Third Party Property Damage Liability cover**

We will pay for loss of Damage to Your tools of trade, trade stock and material following an Accident which are:

- stolen via forcible entry to Your securely locked Vehicle and/or tool box which is permanently fixed to Your Vehicle; or
- Damaged as a result of a collision to Your Vehicle,

up to a maximum of \$1,000 per Event.

**19. Tyre replacement – applicable to Option 1: Comprehensive cover only**

Where We agree to pay a claim and any tyres cannot be used as a direct result of Damage sustained from a loss covered under this Policy, We will pay for the new replacement cost of a tyre of similar make and specification. This benefit is applicable provided that the condition of the damaged tyre's remaining tread conforms with the Legislative Requirements at the time of Damage and it was not a recapped or retread tyre.

**20. Unspecified accessories – applicable to Option 1: Comprehensive cover and Option 2: Fire, Theft and Third Party Property Damage Liability**

We will pay for Damage to Non-Standard Accessories, Attachments or Modifications (excluding mobile phones) that are not specified as Non-Standard Accessories, Attachments or Modifications in Your Policy 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. allowance for value, depreciation, age and wear and tear of the attached or installed items.

This Additional Benefit also applies to items such as gates, chains and tarpaulins when they are in or attached to Your Vehicle.

**21. Windscreen claims – applicable to Option 1: Comprehensive cover only**

In the event of breakage of the windscreen or window glass of Your Vehicle that is less than 2 tonnes carrying capacity where there is no other Damage to Your Vehicle, We will not apply any Excess.

**OPTIONAL COVER AVAILABLE UNDER SECTION 1**

The following Optional Cover forms part of Your Policy only when shown in Your Policy Schedule and is subject to all terms, conditions and exclusions of the Policy.

**Hire costs following an accident**

Where Your Vehicle is a sedan, car, station wagon, 4WD, utility, van or truck with less than 2 tonnes carrying capacity that suffers Damage as a result of an Accident covered under Section 1 of this Policy but You are unable to use Your Vehicle as a result of the Accident, 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 repaired and returned to You or when We pay You for a Total Loss, whichever occurs first.

**EXCLUSIONS APPLICABLE TO SECTION 1**

We will not cover:

- 1. Loss of use**  
any loss or Damage suffered because You cannot use Your Vehicle.
- 2. Tyres and Tracks**  
loss or Damage to tyres, rubber tracks of Mobile Plant or wheel rims caused by braking, road punctures, cuts or bursts except as provided under Additional Benefits applicable to Section 1 Tyre replacement.
- 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 wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance.

**4. Obsolete parts**

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

**5. Safeguarding your vehicle**

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

**6. Theft by hirer**

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

**7. Old damage**

the costs of repairing pre-existing Damage, or the costs of fixing faulty repairs.

**8. Intentional damage**

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

**9. Fuel or Additive, Inadequate Oil, Coolant or Lubricant**

for loss or Damage to:

- a. Your Vehicle (that is not a sedan, car, station wagon, 4WD, utility or van less than 5 tonnes carrying capacity) caused by the use (or misuse) of an incorrect fuel type or additive; or
- b. Your Mobile Plant caused by a failure to maintain adequate oil, coolant or lubricant. However, this Exclusion 9b. will not apply to an Accident or fire caused by such failure which results in loss or Damage to Your Mobile Plant.

# SECTION 2 – THIRD PARTY PROPERTY DAMAGE 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 registered Vehicle (including any Trailer towed by Your Vehicle) which is caused by You or Your authorised driver 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 registered Vehicle is being used for (or is attached to or is towing a registered 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 (or any amendment of the):

- Australian Code for the Transport of Dangerous Goods by Road or Rail;
- Australian Code for the Transport of Explosives by Road or Rail; and
- any other relevant code, regulatory or legislative requirements for the transport of Dangerous Goods.

However, in no circumstances, will We cover any liability arising directly or indirectly from the carriage of Radioactive (Dangerous Goods class 7) or Infectious Substances (Dangerous Goods class 6.2).

## Maximum Limit applicable to Section 2

The maximum We will pay in respect of a claim under Section 2 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 limit of liability We will pay is \$1,000,000 or any other specified amount shown in Your Policy Schedule for Dangerous Goods liability.

## ADDITIONAL BENEFITS APPLICABLE TO SECTION 2

The following Additional Benefits are subject to the limits of liability for Section 2, provided that these Additional Benefits do not increase the maximum amount We will pay under Section 2 – Third Party Property Damage Liability as specified under 'Section 2 – Third Party Property Damage Liability' in Your Policy Schedule.

We will pay:

### 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.

### 2. Difference in excess / hired-in or rental cars

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 when You hire in or rent a passenger carrying Vehicle (but not a bus, coach, taxi or truck) in connection with Your Business and the hire agreement deems the owner of the Vehicle responsible for the insurance.

### 3. Employer or principal

the amount which:

- a. Your employer, principal or partner; or
- b. 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 registered Vehicle on their behalf.

### 4. Falling goods

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

**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 registered 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), the National Health Act 1953 (Cth) or similar acts that may be updated over time.

**6. Legal enquiry/Coronial costs**

all reasonable legal expenses incurred with Our written consent for representation at any formal legal enquiry or at any Coroner's inquest. We will not pay more than \$10,000 under this Additional Benefit in respect of any one Event.

**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.

**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 registered 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.

**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 registered Vehicle resulting from an Accident occurring during the Period of Insurance caused by or arising out of the use of Your registered Vehicle. However:

- a. 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
- b. 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 \$50,000 under this Additional Benefit in respect of any one Accident.

**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 registered Substitute Vehicle in connection with Your Business.

However:

- a. 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
- b. We will only pay if one Substitute Vehicle is being used at any one time in place of Your Vehicle.

#### **11. Supplementary bodily injury (legal liability)**

the amount which You, or any person driving, using or in charge of Your registered 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 will not cover You for legal liability for death or bodily injury to:

- You or any person driving, using or in charge of Your Vehicle or a Substitute Vehicle;
- 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:

- a. if Your Vehicle was not registered at the time of the Accident; or
- b. 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
- c. 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
- d. 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
- e. 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
- f. 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:
- g. if You or the person, using or in charge of Your Vehicle or the Substitute Vehicle is injured by a Queensland or New South Wales registered trailer only, either whilst in tow and/or unattached.

#### **12. Towing disabled vehicles**

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

#### **13. Trailers**

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 registered Vehicle is towing any trailer provided that the number of trailers does not exceed the number permitted by law. However, this benefit will not cover Your liability to pay for damage to any Third Party owned trailers arising from Your Vehicle towing it.

#### **14. Uninsured motorists – applicable to Fire, Theft and Third Party Property Damage Liability and Third Party Property Damage Liability Only**

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

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

- c. the other Vehicle was uninsured; and
- d. You can tell Us who the other driver was and identify the other Vehicle and supply the registration number; and
- e. the amount of the claim exceeds all applicable Excesses under the Policy and is not a claim for windscreen Damage.

Where the cause of the Accident 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.

## EXCLUSIONS APPLICABLE TO SECTION 2

We will not be liable under Section 2 for:

### 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.

### 2. Fines, penalties, punitive damages

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

### 3. Pollution

- a. 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);
- b. 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;
- c. the cost of removing, nullifying or cleaning up Pollutants or contaminated substances; or
- d. 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 and arises from the use of Your registered Vehicle.

### 4. Property in your custody or control

- a. damage to property that is owned by You;
- b. damage to property which is in Your physical or legal control; or
- c. 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 Section 2 – 'Movement of other Vehicles' and 'Non-owned Trailers liability',

are not deemed to be in Your custody or control.

### 5. Statutory liability

any liability of whatsoever nature You or other covered persons incur to pay compensation which is the subject of any statutory compulsory insurance or fund, or accident compensation scheme.



**6. Tool of trade**

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

**7. Trailers**

- a. for damage or liability of whatsoever nature caused or contributed to by more than the legally permitted number of Trailers attached to Your Vehicle;
- b. for damage to any Trailer that You do now own, other than as provided for by the Additional Benefit applicable to Section 2 - 'Non-Owned Trailer Liability';
- c. damage to any Caravan that You do not own.

**8. Unregistered vehicles**

any liability of whatsoever nature if Your Vehicle is unregistered at the time of the Accident giving rise to the claim.

We will, however, cover your liability in respect of the unregistered vehicle in a place that requires registration, provided you have complied with the appropriate Legislative Requirements and obtained necessary permits to operate the unregistered vehicle in places that require registration.

**9. Vibration / vehicle weight**

Loss, damage to property or liability that is caused by:

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

**10. Delivery or Collection Away From the Registered Motor Vehicle**

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

# ADDITIONAL BENEFITS APPLICABLE TO BOTH SECTION 1 AND SECTION 2

The following Additional Benefits are provided subject to the terms, conditions and exclusions of the Policy, unless specifically stated otherwise.

## 1. Acquired companies

We 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:

- a. if You advise Us of Your interest in the subsidiary company, firm or Business within 30 days of the purchase, formation or acquisition, We will hold You covered for those Vehicles under the cover Option shown on Your Policy Schedule in respect of those Vehicles for a period of 30 days from the date of such purchase, formation or acquisition; and
- b. 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
- c. 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.

## 2. Automatic additions

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

- a. such Vehicles Attachments, Trailers or Mobile Plant are of a similar type to Your Vehicles at the commencement of the Period of Insurance;
- b. You notify Us in writing within 60 Days of acquiring any such Vehicle, Attachment Trailers or Mobile Plant;
- c. the Limit of Cover (which applies under Section 1) 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
- d. You pay Us any additional premium We may require.

However any Vehicle, Attachment, 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, 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.

## 3. Fire brigade & emergency services cover

Following an Accident covered by this Policy, 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.

## 4. LPG conversion

We will provide 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.

## 5. Psychological counselling

We will pay the reasonable costs incurred, outside of any costs covered by Medicare or private health insurance, for Your driver to obtain professional psychological counselling as a result of an Accident involving Your Vehicle.

In the event that no loss or Damage has occurred to Your Vehicle and there is no Third Party property loss or Damage claim involved, no excess will apply to this Additional benefit.

The maximum we will pay is \$10,000 per Event.

**6. 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.

# EXCLUSIONS APPLICABLE TO BOTH SECTION 1 AND SECTION 2

The following General Policy Exclusions apply to the whole Policy.

We will not pay any claim for loss, Damage or liability in connection with or arising directly or indirectly from:

**1. Asbestos**

or arising out of, resulting from or in consequence of, contributed to or aggravated by or in any way involving asbestos, asbestos products or asbestos contained in any products.

**2. Approved Fuel Systems**

any fuel system which does not comply with the relevant Legislative Requirements.

**3. Aviation Works & Activities**

- a. in any way from Aviation Works; or
- b. any aviation activity and/or any activity either within or on airport taxi-ways, parking stations, landing grounds, tarmac or the like, all known as airside, or any temporary landing ground.

**4. Bitumen and/or concrete setting**

the setting or hardening of any bitumen, concrete, cement or similar products or their derivatives, unless You have demonstrated You have taken all reasonable steps to remove the concrete, bitumen or similar product from Your concrete agitator barrel, bowl, or concrete pump.

**5. Contractual liability**

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

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

**6. Dual / Multi Lifting Devices**

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.

**7. Dangerous goods**

Your Vehicle being used to carry any goods or substance:

- a. 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
- b. 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; or
- c. that falls within 'Class 6.2 Toxic and Infective Substances' or 'Class 7 Radioactive Substances' as defined under the Dangerous Goods Code;

notwithstanding the cover limit listed above in 'Third Party Property Damage Liability'.

**8. Geographical limitations**

Your Vehicle being outside the Commonwealth of Australia at the time of the Damage or liability, unless We agree in writing to the contrary.

**9. Hire or reward**

Your Vehicle being:

- a. used to carry passengers for hire or reward, except for a private pooling arrangement or when You receive a travelling allowance from Your full time employer;
- b. let out on hire, unless:
  - i. Your Vehicle was operated by You or one of Your Employees; or
  - ii. We have agreed in writing to provide Dry Hire cover for Vehicles which are not Mobile Plant.

**10. Hooks and Hoists**

from goods falling from the hook or hoisting apparatus of any crane or similar lifting equipment.

**11. Overloading**

Your Vehicle (or any Trailer that is being towed by Your Vehicle), being used to:

- a. carry number of passengers in excess of that for which it was constructed, registered or licensed, or contrary to the manufacturer's recommendations; or
- b. carry, lift, haul or tow a load in excess of that for which it was designed, constructed, registered or licensed, or used contrary to the manufacturer's recommendations.

This Exclusion will not apply if You can prove that:

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

**12. Personal Property and Property in Your Custody**

property belonging to or in the custody of You or any person entitled to cover under Section 2.

This exclusion shall not apply to Employees or visitor's Vehicles whilst contained within a car park owned or operated by You.

**13. Seizure of Your Vehicle**

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

**14. Stock in trade**

Your Vehicle forming part of the stock in trade of Your Business.

**15. Trailers**

more than the legally permitted number of trailers attached to Your Vehicle.

**16. Underground mining**

Your Vehicle being:

- a. used for drilling or tunnelling whilst underground; or
- b. operated, used or driven in an underground mine or mining shaft.

## 17. Use of Your vehicle

- a. Your Vehicle 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, saliva or blood in excess of the percentage permitted by the relevant legislative requirement. However, if You did not know that the driver of Your Vehicle was so affected, We will cover You but not the driver of Your Vehicle;
- b. Your Vehicle being driven by any person who refuses a request from a person with legal authority to take a breath, saliva, blood or other test to determine the percentage of drugs or alcohol in the person's breath or blood. However, if 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;
- c. 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:
    1. the driving licence produced to You by that person has been forged or was the subject of an unauthorised alteration which could not have been reasonably discerned from the driving licence produced to You; or
    2. the driving licence produced would, if it had been valid, have authorised that person to drive the particular category or type of Vehicle which was to be driven with Your consent; or
    3. You do not know or could not reasonably have known that person did not have a licence to drive Your Vehicle.

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

- d. Your Vehicle 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.
- e. Your Vehicle is being operated or driven in any autopilot or Autonomous Vehicle mode.

## 18. Vehicles on rails / cables

Your Vehicle being used to run on rails, tram tracks or cables.

## 19. Wilful Damage

You, anyone acting on Your behalf or any other covered persons intentionally causing wilful damage or injury.

## 20. War, terrorism, radioactivity and weapons

any of the following, regardless of any other cause or Event contributing concurrently or in any other sequence to the loss:

- a. war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or any looting, sacking or pillaging following any of these;
- b. any Act(s) of Terrorism;

- c. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, and radioactive isotopes of nuclear fuel;
- e. any electromagnetic weapon;
- f. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- g. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter emitting from any such weapon or device; or
- h. any chemical, biological or bio-chemical weapon.

The Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, 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 clauses noted above.

#### **21. Inexperienced Drivers – Articulated Vehicles (Prime Movers) over 400km**

Your articulated Vehicle (being a prime mover towing one or more trailers) where:

- a. it is carrying any of the following cargo type:
  - i. Dangerous Good;
  - ii. Refrigerated Goods; or
  - iii. Livestock; and
- b. the radius from base for its journey is greater than 400km, and
- c. it is driven by or in the charge of a person with less than 2 years total Australian articulated driving experience.

#### **22. Age Restriction – Two Up Prime Mover Operations**

Your articulated Vehicle(s) being used as a part of a Two Up Operation whilst being driven by or in the charge of any person under 23 Years of age. For the purposes of this exclusion only, Two Up Operation means where Your Vehicle is a prime mover operated with more than one driver where those drivers share the driving during the course of the journey.

#### **23. Limitations of cover for mobile cranes, drilling and piling rigs**

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

- a. deliberate or reckless overloading of Your Vehicle;
- b. deliberately or recklessly incorrect loading of Your Vehicle;
- c. 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;

- d. 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;
- e. 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;
- f. tests or experiments imposing abnormal operating conditions on Your Vehicle;
- g. scratching or chipping of painted or polished surfaces;
- h. 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 deterioration or issue; and
  - ii. a casual inspection of Your Vehicle would not have revealed such deterioration or issue;
- i. 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
- j. Your Vehicle while being used for oil, gas or geothermal drilling or in connection with existing oil, gas or geothermal wells.



# GENERAL CONDITIONS APPLICABLE TO BOTH SECTION 1 AND SECTION 2

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

## 1. Breach of conditions

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

## 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.

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 refund premium for each day of the unexpired Period of Insurance. The daily premium will be calculated by dividing the premium by the number of days of the Period of Insurance. Some government taxes and duties are not refundable. If We declare Your Vehicle to be a Total Loss, We will declare cover for that Vehicle as totally expended and cancel cover without refund of premium.

## 3. Changes to risk – What You must Tell Us

If there are any changes to Your Vehicle or any Attachments during the Period of Insurance that may affect its value or performance in any way, You must notify Us as soon as such change comes to Your notice.

You must also advise Us before We agree to renew, if during the Period of Insurance, You or any person (including any new driver employed), who is a driver of Your Vehicle has:

- been convicted or charged with any driving offences;
- had a driver's licence cancelled or suspended or been restricted from holding a driver's licence for any period; or
- been involved in an Accident or incident that could give rise to a claim; or
- being responsible for causing an Accident; or
- had any Vehicle Damaged or stolen.

If We agree to these alterations, We will do so in writing and You must pay Us any additional premium We may require.

Your failure to notify Us of the alterations of risk or changes that may increase the risk could result in Us declining a claim and/or cancelling or avoiding the Policy, except where We expressly allow alterations in risk in the relevant cover sections of the Policy.

## 4. Excess

An Excess is the amount shown in Your Policy Schedule or in this document, which You must bear when You make a claim under the Policy, unless We state an Excess does not apply.

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:

- a. Basic Excess,
- b. Age and inexperienced driver Excess,
- c. Undeclared driver's Excess,
- d. Tipping Excess,
- e. Radius Limit Excess,
- f. Other Excesses may apply which will be noted on Your Policy Schedule or in this document.

- **Basic excess**

This is the first amount of each claim for which You must bear 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 Vehicle, Attachment or Trailer for each and every claim.

Where more than one of Your Vehicles 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 Your Vehicle is not Damaged but the Trailer is Damaged, then You will pay the applicable basic Excess in respect of the Trailer. Where Your liability arises as result of Your control of a Trailer attached to Your towing Vehicle, the Excess noted for Your towing Vehicle in Your Policy Schedule will apply.

- **Age and inexperienced driver's excess**

If at the time of loss, Damage or liability, Your Vehicle (providing Your Vehicle was not a rigid and/or articulated Vehicle with a carrying capacity in excess of 10 tonnes) 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 whilst parked.

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

Where Cover is granted under this Policy that is not otherwise excluded and if at the time of loss, Damage or liability, Your rigid and/or articulated Vehicle with a carrying capacity in excess of 10 tonnes, 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 Vehicle is a rigid and/or articulated Vehicle with a carrying capacity in excess of 10 tonnes Payload, and You failed to comply with General Condition 15.3 'Changes to Your insurance details – what You must tell Us' in supplying a completed driver's questionnaire for the new driver, You will pay an additional Excess of \$2,500.

We may, waive the additional Excess, if You submit a driver's questionnaire in respect of that driver such that the response to the questionnaire demonstrates that the driver has not:

- had any Accident or fire happen to a Vehicle under the driver's control;
- been charged and/or convicted with an offence in connection with the care, control, management or use of a Motor Vehicle or had a driving license suspended or withdrawn;
- been reported for, or charged with or convicted of alleged drunkenness, or alleged use, or alleged possession of drugs; or
- been convicted of any criminal offence of any kind whatsoever.

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

- **Tipping excess**

If Your Vehicle is a rigid body tipper or a tipping Trailer, and at the time of loss, Damage or liability, 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 Policy 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 Policy Schedule or in this document if they apply.

### **Faultless excess**

You will not be required to pay the Basic, Age and or Inexperienced Driver Excess if:

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

Where the fault of the Accident which gave rise to the claim is in dispute, You will be required to pay the Excess, however the Excess will be refunded if We are successful in establishing the fault of the other driver.

## **5. Cross liability**

We agree that each person comprising the Insured named in Your Policy 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.

## **6. Failure to pay your insurance premium**

You must pay the premium, including relevant government charges for the Period of Insurance, by the due date for Your insurance to remain operational.

**7. Goods and Services Tax (GST) affects on payments we make**

The limits of cover that You choose should exclude Goods and Services Tax (GST)

If You are not registered for GST in the Event of a claim We will reimburse You the GST component in addition to the amount that We pay.

The amount that We are liable to pay under the Policy will be reduced by the amount of any input tax credit that You are or may be entitled to claim for the supply of goods or services covered by that payment.

If You are entitled to an input tax credit for the premium, You must inform Us of the extent of that entitlement at or before the time You make a claim under the Policy. We will not indemnify You for any GST liability, fines or penalties that arise from or are attributable to Your failure to notify Us of Your entitlement (or correct entitlement) to an input tax credit on the premium.

If You are liable to pay an Excess under the Policy, the amount payable will be calculated after deduction of any input tax credit that You are or may be entitled to claim on payment of the Excess.

**8. 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.

**9. 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.

A reference to any statute, regulation or subordinate legislation in this Policy includes any amendment, replacement, successor or subsequently enacted equivalent to or of that statute, regulation or subordinate legislation.

**10. Keeping evidence of the value of the insured property**

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

**11. Notices**

Any notice We give You will be effective:

- a. if it is delivered to You personally; or
- b. 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.

**12. 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.

**13. Prevention of loss or damage**

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

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

**14. Sanctions regulation**

Notwithstanding any other terms and conditions under this Policy, We 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.

# MAKING A CLAIM

## 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 liability to 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:

You must contact the police soon as reasonably possible if Your Vehicle is stolen or Maliciously Damaged.

- contact the police if any person was injured as a result of the Accident;
- request the police to attend the scene of the Accident; or
- 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.

### **Contact us as soon as possible**

If there is any Damage or liability which is likely to result in a claim, You must promptly notify Us 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 claims notification available through our website, or a link 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 as soon as possible.

You must advise Us promptly of:

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

## 2. Choice of repairer

We 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;
- pay You the reasonable cost of repairing Your Vehicle; or
- move Your Vehicle to a repairer We both agree will repair Your Vehicle.

### **3. Authorising repairs**

Where You have Option 1: Comprehensive cover, You may only authorise emergency repairs as detailed under the Additional Benefit applicable to Section 1, 'Emergency expenses'. You cannot authorise further repairs to Your Vehicle without Our prior consent (which will not be delayed or withheld unreasonably).

Before proceeding with any 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.

### **4. 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.

Where 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.

### **5. 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.

### **6. Assist us with your claim**

We require Your assistance in resolving Your claim. This means providing Us with 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, We will require You to help Us with any action We may take.

### **7. 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.

### **8. 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:

- a. the wreckage of Your Vehicle or Attachment will become Our property; and
- b. We will keep the proceeds of any salvage sale.

Where this occurs, the title and interests of Your Vehicle will be transferred 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.

### **9. 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:

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

**10. 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.

**11. Guarantee and warranty**

We guarantee the quality of workmanship and materials used in Our authorised repair of Your Vehicle for the life of Your Vehicle (even if You no longer own it). Where We agree the repairs are found to be unsatisfactory, We will correct them. Our responsibility to correct these repairs does not extend to wear and tear of Your Vehicle. We will arrange for repairs authorised by Us to be rectified at no cost to You, if We agree that the repairs are defective. Before We can arrange for any defective repairs to be rectified, You must give Us the opportunity to inspect Your Vehicle.

**Zurich Australian Insurance Limited**

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