

Steadfast

STRENGTH WHEN YOU NEED IT

NTI National Transport Insurance

STEADFAST CLIENT TRADING PLATFORM COMMERCIAL MOTOR INSURANCE

PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

nti Australia's Specialist Insurer

EFFECTIVE DATE: **01/10/2025**

This is an important document. If you cannot read and understand English please use an interpreter to explain this document before you enter into this contact of insurance.

Insurance products are provided by National Transport Insurance, a joint venture of the insurers CGU Australia Pty Ltd trading as CGU Insurance (ABN 62 004 478 960) (AFSL 700014) and AAI Limited trading as Vero Insurance (ABN 48 005 297 807) (AFSL 230859) each holding a 50% share.

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

You should read the PDS enclosed when choosing whether or not to acquire or continue holding a policy.

NTI322B

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1. Introduction

Welcome and thank you for choosing NTI. 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 Us to explain it to You or contact Your insurance broker for an explanation.

2. The Purpose of this PDS

This PDS has been prepared to assist You in understanding the types of coverage available under the Steadfast NTI 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.

3. The Insurer

National Transport Insurance means the joint venture of the following insurers in the proportions shown:

- CGU Australia Pty Ltd trading as CGU Insurance (ABN 62 004 478 960) (AFSL 700014) - 50%.
- AAI Limited trading as Vero Insurance (ABN 48 005 297 807) – 50%

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

"We, Us, Our," or "Company" means National Transport Insurance through its manager NTI Limited (ABN 84 000 746 109) (AFSL 237246).

4. About Steadfast

Steadfast Group Limited ('Steadfast') is a public company. It includes a large network of insurance brokerages that 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 the Policy.

Important information about Steadfast's advice

Any advice Steadfast gives about the 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 the Policy We recommend that You should read the Policy.

5. How to Contact Us

Please visit Our website at www.nti.com.au to locate Your nearest NTI office and obtain contact details.

6. Cooling-Off Period

You have 30 days to consider this Policy to be sure You have the Cover You require. If not You can cancel the Policy within 30 days from the day that Cover began. You will receive a full refund of premium provided that nothing has occurred for which a claim is payable under Your Policy.

7. Cancelling Your Policy

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

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

8. Your Duty of Disclosure

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

You have this duty until we agree to insure You. You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

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

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

- Your business name, address, occupation or activities
- Your business has more than one instance of commercial bankruptcy, administration, liquidation, receivership or insolvency
- Your vehicle value, registration, accessories or modifications
- Your use of the vehicle including what it carries
- You, Your employees or Your drivers criminal or driving offence history including more than one licence disqualification, suspension, cancellation, amendment to provisional probationary
- Your details on the Policy Schedule are no longer accurate or correct
- A claim or incident that could give rise to a claim under this insurance, that has not been previously notified to Us.

What We will do when You contact Us

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

If You do not tell Us something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both. Our liability will be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your failure to notify Us. If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

9. Features/Summary of Coverage Benefits Available

The table below is a high level summary of some of the major coverage benefits available in this Policy. Exclusions, limits and conditions apply so please refer to the Policy Wording in Part B of this document for full details. Please refer to Your Policy Schedule to see which cover Option that applies to You.

PART B	COMMERCIAL MOTOR INSURANCE
Option 1 : Comprehensive	Cover for loss or Damage to Your Vehicle arising out of an Accident or theft. Cover for Your legal liability arising out of the use of Your registered Vehicle for loss or damage to Third Party property, and in some circumstances, Third Party bodily injury.
Option 2 : Fire, Theft and Third Party Liability only	Cover for Accidental loss or Damage to Your Vehicle arising out of fire, explosion, lightning, theft or attempted theft. Cover for Your legal liability arising out of the use of Your registered Vehicle for loss or damage to Third Party property, and in some circumstances, Third Party bodily injury.
Option 3 : Third Party Liability only	Cover for Your legal liability arising out of the use of Your registered Vehicle for loss or damage to Third Party property, and in some circumstances, Third Party bodily injury.

10. When You Are Insured

The commencement and expiry dates of Your insurance will be shown in the Policy Schedule sent to You. The insurance applies for the period for which the Premium You have paid relates to Our annual premium required.

11. How to Make a Claim or if You Have an Accident

If You have an Accident call NTI ACCIDENT ASSIST on 1800 684 669 (1800 NTI NOW), and We will take care of the following:

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

12. Excesses

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

Your Policy Schedule shows the base Excess that is payable. In some circumstances there may be an additional Excess and that will depend on the type of Vehicle You own, where in Australia You are based and on other factors, such as age or inexperience in the driving history of younger or inexperienced drivers.

Should Cover be provided, the additional Excess payable for younger age and inexperienced drivers is set out under General Conditions. All other additional Excess information is contained within the Policy wording.

The Excess and any additional Excess is payable for each claim unless We tell You otherwise. We may decide to waive payment of an Excess where Your Vehicle has been involved a collision with another Vehicle. For the waiver to apply there must be sufficient proof the third party driver was at fault, You can supply sufficient details of the third party driver who is at fault (name, telephone number, current address and/or driver's licence number), the third party vehicle registration, We deem the driver was at fault and Your claim is greater than the applicable Excess(es). The waiver will not apply if the other party or their insurer disputes who is at fault or if Your Policy has an Aggregate Excess or similar partial or fully self-insured arrangement.

13. Change of Ownership

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

14. Taxation Implications

All taxes and charges are shown as separate items on all schedules to insurance policies (e.g. Stamp Duty and Goods and Services Tax). The amount payable by You for this Policy includes an amount of GST. When insuring Your Vehicles the Sum Insured will depend on Your GST status and Your entitlement to claim a GST input tax credit. You should take into account the GST status and use for a creditable purpose of each Vehicle or item of equipment to be insured and it is important that You do not include any GST component in the Sum Insured if You are registered 100% for business use or only include any GST component in the Sum Insured to the extent that You were not entitled to claim a GST input tax credit. Where We make a payment under the Policy, We will adjust the amount of the payment according to Your GST status and declared use for a creditable purpose.

In certain circumstances premiums may be tax deductible and claims payments may be assessed as income for income tax purposes.

This taxation information is a general summary only and You should obtain Your own taxation advice according to Your own personal circumstances.

15. A Claim May be Refused

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

- have paid the premium;
- pay the Excess and any additional Excess;
- not admit liability or offer or make promise or payment to any other party without Our written consent;
- as soon as possible report to Us any Accident;
- as soon as possible, report any malicious damage, theft or attempted theft to the Police and Us; and
- subject to the extent of Coverage provided, give Us full discretion in the conduct, defence or settlement of any claim and give Us all information and assistance that We may require during the conduct of Your claim.

16. Resolving Your Complaints

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

If You have a complaint or dispute about Your insurance policy, decisions on Your claim or the service You have received from Us or one of Our authorised representatives, You may access Our complaints process.

Initially You should contact Your Steadfast broker. The next step is to contact Your closest NTI office or You can contact Us by calling 1300 308 080. Your call will be directed to an appropriate person who can assist You. NTI's details can also be obtained by visiting www.nti.com.au and a brochure on Our Dispute Resolution System is available from all NTI offices.

Complaints

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

We will acknowledge receipt of Your complaint promptly or as soon as practicable. We will communicate Our response taking into consideration Your preferences of communicating with Us. If You are not satisfied with the outcome Your complaint will be referred to the staff member's supervisor who will deal with it promptly.

Internal Dispute Resolution

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

We have 30 calendar days to respond from the date that Your complaint is received. Our response will include:

a. reasons for Our decision;

b. information about how to access Our External Disputes Resolution (EDR) Scheme; and

c. notify You of the time frame within which You must register Your dispute with the EDR Scheme, (usually within two years of Our final decision).

External Dispute Resolution

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

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

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

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

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

The contact details for AFCA are:

Australian Financial Complaints Authority

National Toll Free number 1800 931 678

GPO Box 3 Melbourne VIC 3001 Email: info@afca.org.au Web:www.afca.org.au

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

17. Costs

How the Premium is calculated

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

- Your claim history and experience;
- the type of Your Vehicle;
- the usage of Your Vehicle;
- the location of Your Vehicle;
- Sum Insured and Limit of Liability;
- the distance You travel from Your base of operations;
- Your base of operations and occupation.

18. Other Matters That May Affect the Cover We Offer You

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

19. Privacy

We are bound by the Privacy Act 1988 (Cth) (including the Australian Privacy Principles). We collect Your personal information for the primary purpose of providing Our products and services to You.

You may choose to remain anonymous in your dealings with Us, however, if you do so We may not be able to provide any products or services to You or, depending on the circumstances, We may not be able to process Your request.

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

Our handling of personal information is governed by Our Privacy Policy Statement which is available on the NTI website at www.nti.com.au.

Our Privacy Policy Statement contains information about:

- The purposes for which We use and disclose personal information.
- How You can access or correct Your personal information that We hold.
- How to complain if You believe We have interfered with Your Privacy.

If You require further information about how We handle personal information You can contact Us on (07) 3292 9800 or by writing to PO Box 13550 George Street QLD 4003.

20. General Insurance Code of Practice

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

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

The Code aims to:

a. commit Us to high standards;

b. promote better, more informed relations between Us and You;

c. maintain and promote trust and confidence in the general insurance industry;

d. provide fair and effective mechanisms for resolving complaints You make about Us; and

e. promote continuous improvement of the general insurance industry through education and training.

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

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

21. Choice of Repairer - Repair Industry Code of Conduct

NTI complies with the Repair Industry Code of Conduct.

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

22. Our Guarantee

Repair Guarantee and Parts

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

We guarantee the quality of workmanship and materials used in Our authorised repair of Your Vehicle for the life of Your Insured Property, (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 Insured Property.

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.

Quality Assurance

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

Service

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

Fair Dealing

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

23. Updating Our PDS

We may change procedures or other information in this PDS (other than the Policy) from time to time. Advance notice of any changes will be given where feasible and a copy of Our updated PDS is available to You at no cost through Your advisor, by calling Us or accessing Our website at www.nti.com.au. Alternatively, please contact Your Steadfast broker.

POLICY TERMS AND CONDITIONS

COVER OPTIONS

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.

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 and 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.

Dry Hire means the hiring out of Mobile Plant 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 pay when You make a claim under Your Policy. The basic excess will apply separately to each Vehicle and each claim on that Vehicle (see General Conditions section for details).

Family means:

- Your spouse or de facto spouse; and
- Your children or the children of Your spouse or de facto spouse,

who ordinarily live with You.

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

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/or
- 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 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 excavating, digging, grading, drilling, lifting, pumping, loading and unloading, vacuuming or other mechanical work.

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

National Transport Insurance means National Transport Insurance, a joint venture of the insurers CGU Australia Pty Ltd trading as CGU Insurance (ABN 62 004 478 960) (AFSL 700014) and AAI Limited Trading as Vero Insurance (ABN 48 005 297 807) (AFSL 230859) each holding a 50% share..

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 materials.

Radius Limit means the area inside a circle drawn with Your Vehicle's primary location as the centre and with a radius of the length shown in Your 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. If sum insured type "Sum Insured Value" is selected, payment will be made on the sum insured shown on your Policy Schedule or the Market Value, whichever is the lesser.

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

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

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

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

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 National Transport Insurance through its manager NTI Limited: ABN 84 000 746 109; AFSL 237246.

You, Your or **Insured** means:

- those named in Your Policy Schedule and their subsidiary companies, organisations and other entities in which they have a controlling interest at the commencement of the Period of Insurance and other third parties or persons who are specifically provided with cover under the Policy.
- where the insured comprises more than one legal entity, the word 'You' shall be considered as applying to each entity as if that entity were the only entity named as You.
- for the purpose of 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, at Our option:

a. replace, reinstate or repair Your Vehicle; or

b. 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 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; or

e. If Your Vehicle is a Total Loss, and Your Policy Schedule shows that Your Vehicle is insured for Market Value, then We will pay You the Market 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, at Our option:

a. replace, reinstate or repair Your Vehicle; or

b. 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 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 Valuer; or

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

LIMIT OF COVER – SECTION 1

a. We will not pay more than the:

   i. Sum Insured, Market Value or Agreed Value (as applicable) specified in Your Policy Schedule for any one Accident to, fire in or theft of, Your Vehicle; or

   ii. Sum Insured, Market Value or Agreed Value (as applicable) 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 $15,000,000 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 within a reasonable time; and
- Your Vehicle was more than 100 km from its usual place of garaging at the time of the Accident or theft;

We will pay the reasonable costs incurred in:

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

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

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

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, as long as it was not in a common area of home units, flats and the like.

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

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

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

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, at Our option, arrange the hire of, pay the cost of, or reimburse You for the reasonable cost of the hire of a Vehicle to a maximum amount of $3,000 per Accident / per Vehicle provided that:

- the payment / reimbursement is limited to costs incurred by You after You have notified Us of the loss; and
- the 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 $3,000 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

In the circumstance where:

- 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 Market Value where Your Vehicle is insured for Market Value; or
- 25% of the Sum Insured or Market Value, whichever is the lesser where Your Vehicle is insured for Sum Insured.

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

If You or Your driver suffer a fatal injury as a result of an Accident involving Your Vehicle (irrespective of whether or not death occurs at the time of the Accident), We will pay up to a maximum amount of $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 or New Zealand 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

We will pay for the reasonable costs necessary to modify Your Vehicle or Your driver's private Vehicle if You or Your driver suffer personal injury as a result of an Accident involving Your Vehicle and such injury renders You or Your driver with a permanent disability that necessitates modifications to Your Vehicle or Your driver's private Vehicle.

The maximum We will pay to modify Your Vehicle or Your driver's private Vehicle is $10,000 per Event

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 be subject to due 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 any other reasonable 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.,

In the event of Your Vehicle becoming unintentionally immobilised in any situation, other than as a result of 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 $25,000 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.

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

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

We will pay the reasonable costs of replacing the key ignition barrel and all locks and keys 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 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:

a. Your Vehicle (other than described in paragraph b. and c. of this clause) becomes a Total Loss or is stolen within three years of its original registration after new manufacture, or

b. Your Mobile Plant becomes a Total Loss within the two years of its first purchase after new manufacture, or

c. 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 custom built application body type

   and becomes a Total Loss within the one year of its first purchase after new manufacture

at Your election We will:

A. replace Your Vehicle with a new unit, including payment of the same licence plate jurisdiction stamp duty, delivery charges and registration fees where an equal model is available; or

B. provide the equivalent value of Your Vehicle's replacement cost as a maximum towards the purchase of an alternate make if you chose to move to that make.

However, where Your Vehicle has a:

1. Agreed Value, Market Value or Sum Insured no greater than $2,000,000, We will only pay up to the maximum value of the Agreed Value, Market Value or Sum Insured depending on what is noted on the Policy Schedule plus an additional 20% of that Agreed Value, Market Value or Sum Insured (as applicable); or

2. Sum Insured or Market Value greater than $2,000,000 and You have Sum Insured specified in Your Policy Schedule, We will only pay the lesser of the Sum Insured or Market Value; or

3. Market Value greater than $2,000,000 and You have Market Value specified in Your Policy Schedule, We will only pay the Market Value.

If You elect not to replace Your Vehicle (that includes its extras and/or working accessories), or the equal model or alternate make is not available, then We will pay the:

I. Agreed Value if noted on Your Policy Schedule; or

II. Market Value if noted on Your Policy Schedule; or

III. Sum Insured or Market Value at the time of the loss, Damage or Theft, whichever is the lesser amount, if Sum Insured is noted on Your Policy Schedule

When We pay for a Total Loss of Your Vehicle cover will cease for that property without refund of premium.

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.

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

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

We will pay for the cost to replace Your tyres which have been Damaged as a direct result of Damage to Your Vehicle with a new tyre of similar make and specification, provided that the Damaged tyres remaining tread conformed with legal requirements at the time of Damage to Your Vehicle and are not recapped or retreaded tyres.

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. $5000; or

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

whichever is the lesser.

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

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

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

This Additional Benefit also applies to items such as gates, chains and tarpaulins 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 and You are unable to use Your Vehicle, We will pay the reasonable cost of hiring a replacement Vehicle of a similar type to Your Vehicle that has suffered Damage.

The most We will pay is $150 per day up to a maximum of $5,000 per Event.

Cover will cease after 30 days or when the Vehicle is 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 consequential loss, inconvenience or other detriment of any kind, resulting from loss or Damage to 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 those causes.

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

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

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

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 Vehicle (including any Trailer towed by Your Vehicle) which is fully or partly Your or the authorised driver of Your Vehicles' fault and which happens during the Period of Insurance.

This cover is also extended to amounts You are held legally liable to pay as compensation for damage to Third Party property if Your 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
- New Zealand Land Transport Rule: Dangerous Goods 2005; 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 $1,250,000 or the 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 $25,000 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.

12. Towing disabled vehicles

the amount which You are held legally liable to pay for Accidental damage to Third Party property occurring during the Period of Insurance whilst Your 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 Your basic and age Excess under the Policy and is not a claim for windscreen Damage.

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

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 compulsory Vehicle insurance law.

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

a. any liability of whatsoever nature if Your Vehicle is unregistered at the time of the Accident giving rise to the claim. However, this exclusion will not apply to Your Vehicle if it is Mobile Plant that is unregistered, provided that You have complied with all statutory requirements and obtained necessary permits to use it on a public road or on public property;

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

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 14 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 Australian Standard.

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 or blood in excess of that allowed by law. However, if You can prove You did not know that the driver of Your Vehicle was so affected, We will cover You but not the driver of Your Vehicle;

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

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 You can prove:

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

      (2) the driving licence produced would, if it had been valid, have authorised that person to drive the particular category or type of Vehicle which was to be driven with Your consent; or

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

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

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 (Primemovers) 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 Primemover 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 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.

24. Communicable Disease Exclusion

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

b. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

   i. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

   ii. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

   iii. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

25. Cyber Exclusion

a. Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this insurance agreement excludes any Cyber Loss.

b. For the purpose of this clause, the following Definitions apply:

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

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

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

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.

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

How We may cancel this Policy

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

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

We will 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

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

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 in writing 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 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.

Unless We have previously agreed to the change in writing, Our liability will be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your failure to notify Us of that change. This clause should be read in conjunction with 8. Duty of Disclosure, at the start of this PDS.

4. Excess

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

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

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

- Basic Excess,
- Age and inexperienced driver Excess,
- Tipping Excess
- Radius Limit Excess

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

- **Basic excess**

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

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.'

- **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 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 sufficient details of that driver or other Third Party (name, address and phone number and/or driver licence number); 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.

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

Deciding who is at fault

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

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.

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

You must 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.

Subject to the extent of coverage provided, 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 immediately 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 complete any documentation they request.

Contact us as soon as possible

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

You must advise Us immediately 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.

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

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.

In the event that any part, extra or accessory cannot be obtained immediately, We may choose to pay You the actual 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

You must assist Us with Your claim. This means give Us all the information and assistance with Your claim which We may reasonably require. If You do not We may not, to the extent permitted by law pay Your claim or provide cover. If We have the right to recover any amount payable under the Policy from any other person, You must provide all reasonable assistance to Us in 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.

You must transfer the title and interests of Your Vehicle to Us and We shall be entitled to dispose of the remains.

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; and

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.

Australia's Specialist Insurer

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