



# Transport Operators Package

Product Disclosure Statement  
1 February 2021



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## INTRODUCTION

This product disclosure statement (PDS) was prepared on 4 February 2021 and contains information designed to help You decide whether to buy this insurance product.

Your Policy is a legal contract between You and us. The contract is based on the information You gave Us when You applied for the insurance, and any subsequent information which You have supplied.

This is Your Policy document and it consists of:

- This PDS which sets out what is and what is not covered by this Policy; and
- The Policy Schedule we provide with details of:
  - ❖ Who is insured
  - ❖ The cover(s) selected
  - ❖ The Period of insurance
  - ❖ The respective Sums Insured and/or Limits of liability, and
  - ❖ Excesses and other important information

You should ensure You read these documents that We send You thoroughly and keep them in a safe place. If You have any questions regarding the PDS or Policy Schedule, please contact Your insurance broker.

## THE INSURER

The insurer of this product is The Hollard Insurance Company Pty Ltd (Hollard), ABN 78 090 584 473, AFSL 241436.

Hollard is located at:  
Level 12, 465 Victoria Avenue  
Chatswood NSW 2067 Australia

Hollard has given ATL Insurance Group Pty Ltd, (ATL) an insurance binder authority. ATL's corporate details are ABN 33 133 273 631 and AFSL 333234.

ATL issues this product on behalf of Hollard, under their insurance binder authority. ATL has authority to issue, vary and cancel and handle claims arising under this insurance product. In issuing this product ATL is not acting as Your agent; they act on behalf of Hollard.

If You require information about this insurance please contact ATL Insurance Group.

ATL Insurance Group is located at:  
Unit 3, Ground Floor, 17-19 Mt Gravatt-Capalaba Road,  
Upper Mount Gravatt QLD 4122  
Phone: 1300 667 178

## IMPORTANT INFORMATION

### WHO IS INSURED UNDER THIS POLICY

The person(s) or organisation(s) that are covered by this Policy are named as the Insured on the Policy Schedule.

In this Policy, those person(s) or organisation(s) are referred to as 'You' or 'Your'.

### THE PURPOSE OF THIS PRODUCT DISCLOSURE STATEMENT (PDS)

The Product Disclosure Statement (PDS) contains information designed to assist a 'retail client' in making an informed decision about this product. This PDS (including the Policy Schedule) provides covers which may or may not be provided to an Insured defined as a 'retail client' under the *Corporations Act 2001* (Cth) depending on the insured's circumstances. Only the parts of the Policy document relevant to cover provided to the Insured as a retail client and only other documents We tell the Insured are included, make up the PDS for the purposes of the Act.

### UPDATING OUR PRODUCT DISCLOSURE STATEMENT

We may need to update this PDS from time to time if certain changes occur, where required and permitted by law. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or we will list the details of such changes at [www.atlinsurance.com.au](http://www.atlinsurance.com.au) where you can download an electronic copy. (You can get a paper copy free of charge by calling us).

### YOUR DUTY OF DISCLOSURE

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

It is Your responsibility to tell Us anything that You know, or could reasonably be expected to know, which may affect Our decision to insure You and or on what terms.

You have this duty until We agree to insure You.

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

You do not need to tell Us anything that:

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

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

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

## **YOUR CHOICE OF PROTECTION**

### **Part A – Commercial Motor Insurance**

Under this Policy You can select from the following Types of Cover

**Comprehensive cover:** Part A - Section 1 and Section 2 apply.

**Third party property damage:** Part A - Section 1 does not apply. Section 2 only applies.

**Section 1** - Protects You against Theft or Damage to Your Vehicle(s) resulting from an Accident, fire, storm or Malicious Damage.

**Section 2** - Protects You for amounts You become legally liable to pay because of an Accident during the Period of insurance arising out of the use of Your Vehicle(s) causing loss of or Damage to property owned by someone else.

***If you have selected Part A, Section 1 – Comprehensive cover You can extend the cover available under Your Policy by selecting any of the following optional covers:***

### **Part B - Business Interruption Insurance (Downtime)**

Protects You against loss of income while Your Vehicle is not operational during the Period of insurance as a result of a claim that has been accepted under Part A, Section 1 of the Policy.

### **Part C – Goods in Transit Insurance**

Protects You for loss or Damage to Goods caused by an insured Event while in Your Conveying Vehicle, or at Your Home Base or Depot occurring during Transit.

You can select from the following types of Goods in Transit Insurance cover:

**Section 1 – Accidental Damage** – Protects You against damage to Goods caused by an:

- Accident; or
- Malicious Damage

**Section 2 – Specified Perils Damage** – Protects You against damage to Goods caused by:

- fire, lightning, hail, windstorm, tornado or cyclone, explosion, Flood;
- collision of the Conveying Vehicle with any external object other than the road, gutter, curb or road surface;
- collapse of bridges or culverts causing Damage to the Goods on the Conveying Vehicle;

- jack-knifing, Overturning of the Conveying Vehicle;
- impact of the Goods with any object which is not on or part of the Conveying Vehicle;
- strikers, locked out workers or persons taking part in labour disturbances, riots, civil commotions;
- a deliberate third party act committed without You, or the owner of the Goods knowledge or connivance including Malicious Damage to the Goods on Your Conveying Vehicle;
- where the Goods are within a Conveying Vehicle that is being transported by sea, the stranding, sinking, burning, grounding, jettison, washing overboard or collision of the vessel with any object other than water

### **Part D – Business Liability Insurance**

Protects You for amounts You become legally liable to pay as a result of a claim for injury, or Damage to property that is not owned, leased, or rented by You, arising out of Your Business activities and occurring during the Period of insurance excluding motor driving risk provided for under Part A, Section 2 of the Policy.

***We will issue a Policy schedule that describes the level of cover together with the Parts and Sections of the Policy that are valid for the level of cover You have chosen.***

## **HOW WE CALCULATE YOUR PREMIUM**

Our Premiums are calculated when certain information is provided by You. This information includes (but is not limited to) the following

- Type of Vehicle(s) and/or Goods being covered
- Gross Vehicle Mass (GVM)
- Value of the Vehicle(s) and/or Goods being covered
- Type and level of cover required
- The type of load(s) being conveyed
- Age and experience of drivers
- Operating radius and location of the Vehicle(s)
- Claims and Accident history of Your Vehicle(s)
- Any risk management initiatives currently in place

Your Premiums also include amounts payable in respect to compulsory statutory charges i.e. Stamp Duty, Emergency Services Levy, GST and Our administration fee.

The total amount payable will be advised to You when We issue You with a quote and again when We issue the Policy schedule.



## **EXCESSES**

If You make a claim under this insurance, You will have to pay an Excess. The Excess is the first amount that You must contribute to any claim. There are different types of Excesses which may apply at the time of claim, these are listed on Your Policy Schedule or detailed in this PDS.

At Our option Your Excess will be:

- Paid by You to the repairer,
- Paid by You to Us; or
- Deducted from the amount We pay You.

## **Refunding Excesses**

Where a loss occurs and You are deemed not to be at fault, Your Excess amount will only be refunded if We are successful in making a full recovery of all the claim costs including legal costs. If We are only able to make a partial recovery of all costs, We may refund an amount of Excess proportionate to the amount We are able to recover, any additional costs We have incurred to make that recovery and the amount of Excess You have paid.

## **Excess Waiver**

We may waive the payment of all or part of the Excess amount, provided that, before any payments are made under the Policy, We can clearly establish that You are not responsible for the cause of the loss and We can clearly establish the details of the responsible party and that We are confident of making a full recovery of the costs involved.

## **COOLING OFF INFORMATION**

If You want to return Your Policy after You purchase it, You may cancel and receive a full refund. However, You must notify Us in writing within 21 days from the commencement date of the Policy or within 21 days of any renewal date.

You can still cancel the Policy at other times in accordance with the terms shown in the 'cancelling Your Policy' section of this PDS.

## **CANCELLING YOUR POLICY**

Your Policy may be cancelled by:

- You at any time by notifying Us in writing. We will then refund to You any Premium for the unused Period of insurance, less Our normal charges for short period insurance, or We will recover from You any Premium owing for the period of cover used.
- Us in accordance with the provisions of the Insurance Contracts Act 1984 (as amended).
- A Premium Funding Company in accordance with the provisions of any power of attorney or other authority granted to them by You. Any Premium refund due will be sent to Your broker for this Policy or, if no broker, to the Premium Funding Company.

After cancellation by You, We will refund the Premium for each day of the unexpired Period of Insurance, less a 10% cancellation fee. This fee will not apply if the cooling off period is activated.

## **GENERAL INSURANCE CODE OF PRACTICE**

Hollard is a signatory to the General Insurance Code of Practice

The objectives of this Code are to:

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

The Code Governance Committee (CGC) is the independent body that monitors and enforces our compliance with the Code. It also aims to drive better Code compliance, helping the insurance industry to improve its service to consumers.

For more information about the CGC, or to obtain a copy of the Code please visit [insurancecode.org.au](http://insurancecode.org.au) or phone **(02) 9253 5100**.

## **EXTRA CARE PROCESS**

We recognise that our customers may find themselves in difficult circumstances, particularly when a claim event occurs. We have developed an Extra Care Process to provide additional support to our customers who may be experiencing vulnerability due to their circumstances, including personal circumstances that are not directly related to insurance. The Code provides the following examples that may contribute to someone needing extra care:

- age;
- disability;
- mental health conditions;
- physical health conditions;
- family violence;
- language barriers;
- literacy barriers;
- cultural background;
- Aboriginal or Torres Strait Islander status;
- remote location; or
- financial distress.

More information about the extra care we can offer and how we support customers is available on our website or on request via [atlcares@atlinsurance.com.au](mailto:atlcares@atlinsurance.com.au).

## **FINANCIAL CLAIMS SCHEME**

Hollard is an insurance company authorised under the Insurance Act 1973 (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Hollard are met within a stable, efficient and competitive financial system.

The protection provided under the Financial Claims Scheme legislation applies in relation to Hollard and the policy. If Hollard was to fail and were unable to meet their obligations under the policy, a person entitled to claim under the policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria).

Information about the Financial Claims Scheme can be obtained from the APRA website at [www.apra.gov.au](http://www.apra.gov.au) or the APRA hotline on 1300 558 849.

Hollard is exempt from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act. Hollard has compensation arrangements in place that are in accordance with the Insurance Act.

## **OUR CONTRACT WITH YOU**

We agree to provide You with the cover set out in each of the Policy sections which You have selected and that are listed on Your Policy Schedule.

This cover is in force for the Period of insurance set out on Your Policy Schedule. We will cover You for loss, Damage and/or liability occurring during the Period of insurance, subject to the terms and conditions of the Policy.

We will not pay any more than the Sum Insured or Limit of liability for each section shown on Your Policy Schedule unless otherwise stated.

This policy is not a maintenance policy and does not pay out to rectify or improve structural defects, faulty design or faulty workmanship, or to resolve issues that have occurred due to inadequate maintenance, gradual deterioration or general wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance.

## **RENEWING THE POLICY**

Before the Policy expires, We will send You a renewal offer which states whether We will renew the Policy and, if so, on what terms. After We issue a renewal offer, We may:

- Prior to acceptance by You, withdraw or amend the terms of the renewal offer; and

- Regardless of when You indicate acceptance of the renewal offer, if We become aware of any circumstance that would have affected Our renewal decision, if we had known of it, We may:
  - ❖ If renewal has not yet occurred, amend Our renewal terms to what We would have offered had We known of the circumstances, or withdraw the renewal offer if that would have been Our decision;
  - ❖ If renewal has occurred, We may reduce Our liability under a Claim, or refuse to pay a Claim, or cancel the renewed contract, or if the non-disclosure is fraudulent - avoid the contract.

## **PRIVACY**

We are bound by the Australian Privacy Principles (APPs) under the Privacy Act 1988 (Cth) and comply with the Privacy Act 1988 (Cth). We are committed to ensuring that all Our business dealings comply with the APPs and acknowledge the importance of keeping personal details for individuals confidential and secure.

We collect personal information for the purpose of providing insurance, including arranging insurance, Policy administration and claims handling.

We disclose personal information to reinsurers, insurance intermediaries, insurance reference bureaux, credit reference agencies, Your broker and those involved in the claims handling process, for the purposes of assisting Us and them in providing relevant services and products, and for the purposes of litigation. We limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it. By providing personal information to Us or Our agent, You consent to Us making these disclosures.

Without this information, We may not be able to provide You with the services You require.

When You give Us personal information about other individuals, We rely on You to have made or make them aware that You will or may provide their information to Us and the types of third parties We may provide it to, the relevant purposes We and the third parties will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant information.

If You would like a copy of Our Privacy Policy or the Insurer's Privacy Policy, would like to seek access to or correct Your personal information, or opt out of receiving materials We send, please contact Us on 1300 667 178. You can also view the Privacy Policies at [www.atlinsurance.com.au](http://www.atlinsurance.com.au) and [www.hollard.com.au](http://www.hollard.com.au).

## **COMPLAINTS & DISPUTE RESOLUTION**

We will do everything possible to provide quality service to You. However, We recognise that occasionally there may be some aspects of Our service or a decision We have made that You may wish to draw to Our attention.

Please contact Our staff on 1300 667 178.

If Our staff cannot resolve the matter with You within 24 hours, Our Complaints and Dispute Resolution Procedure undertakes to provide an answer to Your complaint within 15 working days. If You have a complaint, please forward the details of Your concern in writing to Us at the following address;

The Complaints Manager  
ATL Insurance Group Pty Ltd  
PO Box 6824  
Upper Mount Gravatt QLD 4122

If your complaint still remains unresolved to your satisfaction or has not been resolved within 45 days, you may refer the matter to the Australian Financial Complaints Authority (AFCA) subject to its Rules, which acts as the external dispute resolution scheme for all financial firms. AFCA is an independent body, established by the Federal Government and its service is free to you. AFCA can be contacted via:

**post** GPO Box 3, Melbourne, VIC 3001  
**web** www.afca.org.au  
**email** info@afca.org.au  
**phone** 1800 931 678

A decision of AFCA is binding on us (up to specified jurisdiction limits). A decision of AFCA is not binding on you and you have the right to seek further legal assistance.

## **YOUR RESPONSIBILITIES**

All person(s) or organisation(s) covered by the Policy must comply with all conditions of this Policy. If you do not comply with the Policy conditions, We may reduce or refuse to pay a claim and cancel Your Policy to the extent permitted by law.

### **PAYING YOUR PREMIUM**

You are responsible for ensuring that Your premiums are paid and kept up to date or Your cover could be put at risk. If any premium remains unpaid for more than 14 days from the due date, any claim You make may not be paid.

If You change your bank account or credit card details, You must contact Us and tell Us the new details. If Your financial institution dishonours any payment because of lack of funds, You will be charged for any costs We incur arising from the payment being dishonoured.

### **THINGS YOU MUST TELL US OR DO DURING THE PERIOD OF INSURANCE**

Under this Policy, You must tell Us and/or do certain things within a specific timeframe which are noted within this product disclosure statement.

Additionally, if there are any changes to the answers to Our questions which You disclosed at the commencement of this insurance Policy, any subsequent endorsements, alterations or renewals, You must notify Us of the change within 30 days. If You require a copy of the information that has been provided to Us, please contact Your Broker or Insurance Advisor.

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.

### **YOUR DUTY OF CARE**

You must at all times take all reasonable precautions to avoid or prevent any Occurrences that may give rise to a claim under this Policy.

### **OTHER INSURANCE**

At the time You make a claim, You must also give Us written notice of any other insurance covering Your property or legal liability which may also apply to Your claim. When a loss paid under this Policy is also recoverable under another policy and We have paid more than Our rateable share, We reserve the right to seek contribution from the other insurer or insurers.

### **OTHER INTERESTED PARTIES**

Any person whose interests You have told Us about and We have noted on Your Policy schedule is bound by the same terms and conditions of this Policy. We may refuse a claim if You or any interested party is in breach of any of the terms and conditions of this Policy.

### **ADMITTING LIABILITY**

You must not admit liability, guilt, or agree to settle or defend any claim without Our written consent.

### **PREVENTING OUR RIGHT OF RECOVERY**

We will not cover You if You agree or have agreed to limit or exclude any right of recovery against any third party who would be liable to compensate You with respect to damage to or liability that is covered by this Policy.

## **OTHER IMPORTANT MATTERS**

### **ACQUIRED COMPANIES**

Your Policy extends to include any company or subsidiary acquired or formed by You during the Period of Insurance provided that:

- You hold the legal right to control the decisions of such company or subsidiary;
- You advise Us of Your interest in the company or subsidiary within 90 days of attachment of the interest;
- the company or subsidiary is a Transport Operator; and
- the newly incorporated company is incorporated in Australia.

### **PREMIUM FUNDING AND FINANCIERS**

Any refund due for the pro rata portion of the premium applicable to the unexpired Period of insurance, less a cancellation fee, will be paid to any premium funding company that holds a legal right over Your Policy by virtue of a notice of assignment and/or an irrevocable power of attorney.

## **CHANGING YOUR POLICY**

If You want to make a change to Your Policy, the changes only become effective when We agree to the changes and We confirm the changes in writing.

## **LAW**

This insurance contract is governed by and construed in accordance with the laws of Australia. Any dispute relating to Your Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which Your Policy was issued.

## **TRANSFER OF INTEREST**

You cannot transfer any interest in this Policy without our written approval.

## **CROSS LIABILITY / RELEASE / SUBROGATION WAIVER**

“You or Your” will be considered as applying to each party comprising the insured in the same manner as if that party were the only party named as the insured. We will waive all rights of subrogation or action that We may acquire against any such party unless such action is a deliberate act by one of the parties.

## **JOINT INSURANCE**

Any claim, statement, act or omission made by, or on behalf of, any one of the people or entities named as the insured on the Policy Schedule is considered to be a claim, statement, act or omission made by all of the people or entities named as the insured.

## **LEGAL REPRESENTATION**

We may legally represent You at any inquest or other official enquiry into an incident that may be the subject of a claim under this insurance. This representation may also include the defence of any alleged offence in connection with the incident in any court of summary jurisdiction. We will notify You if there is an opportunity to settle any action, claim or proceeding made against You. Where We decide to settle a claim or admit liability on Your behalf and You disagree or contest Our decision, liability will be limited to the amount which would have been accepted in full and final settlement of the claim.

## **OUR RIGHTS PREJUDICED**

In the event that Your actions give rise to a breach of any condition of Your Policy then, We may refuse to pay a claim entirely or may reduce the amount payable under a claim to the extent that Your breach of any condition of Your Policy causes or contributes to or results in an increase in the amount of the loss, damage or liability and or prejudices Our interests or rights, in respect of that claim in any way whatsoever.

## **GOODS AND SERVICES TAX (GST)**

### **Acquisition of goods, services or repairs**

When We make a payment to You or on Your behalf under this Policy for the acquisition of goods, services or other supplies, We will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999, in relation to that acquisition, whether or not that acquisition is actually made.

### **Payment as compensation**

When We make a payment to You or on Your behalf under this Policy as compensation instead of payment for the acquisition of goods, services or other supplies, We will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or supplies.

### **Disclosure – Input tax credit entitlement**

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



## PART A – COMMERCIAL MOTOR INSURANCE

Under Part A of this Policy You can select from the following types of cover:

**Comprehensive cover:** Part A - Section 1 and Section 2 apply.

**Third party property damage:** Part A - Section 1 does not apply. Section 2 only applies.

Your Policy Schedule specifies the Vehicle(s) insured and outlines the basis on which each Vehicle is insured. Your Vehicle(s) is(are) insured under Part A, Section 1 on a Sum Insured or Market Value, whichever is the lesser, basis unless stated otherwise on Your Policy Schedule.

### SECTION 1 – LOSS OR DAMAGE COVER

We cover theft or attempted theft of Your Vehicle(s) or Damage caused to Your Vehicle(s) resulting from an Accident, or caused by fire or storm, or Malicious Damage.

#### You can claim for loss or Damage to your vehicle if:

- Your Vehicle is insured for comprehensive cover;
- the Event which causes the loss or Damage happens during the Period of insurance;
- the loss or Damage occurs within Australia;
- the loss or Damage is not excluded by any of the exclusions;
- the loss or Damage is not excluded by any endorsement.

#### What We do not cover

- loss or Damage attributed to depreciation, age, rust and corrosion, wear and tear, general deterioration.
- structural, mechanical, electrical or electronic failure or derangement, including loss and or damage caused by or related to any component part or equipment (including software) not properly processing, not properly executing functions, or programs involving a date, year or any period of time.
- Damage to tyres caused by braking or by punctures, cuts or bursts unless the Damage was attributed to an Accident covered under this Policy or by Malicious Damage.
- loss of, or theft of, or Damage to Your Vehicle if You have not taken reasonable steps to safeguard or protect Your Vehicle including not locking the Vehicle or leaving keys in, on or near the Vehicle.
- any financial loss or financial expenses incurred as a result of You not being able to use Your Vehicle.
- loss or Damage to any concrete agitator, barrel, bowl or pump and their fittings caused by the solidification or setting of concrete unless it is attributed to another loss that is indemnified under this Policy.
- Damage to blades, drills, buckets of Your Mobile Plant or Plant Equipment while such Mobile Plant or Plant Equipment is being used in normal operation.

- loss of or Damage to Your Vehicle outside Australia except where Your Vehicle is being transported by sea between Australian ports.
- loss or Damage to Your Vehicle due to faulty design or workmanship but this Exclusion will not apply to subsequent Accidental Loss or Damage to Your Vehicle attributed to such faulty design or workmanship.
- loss or Damage to Your Vehicle caused by:
  - ❖ the use of incorrect fuel or additive; or
  - ❖ the use of a fuel system in Your Vehicle which does not comply with Australian Standards.
- additional loss or Damage to Your Vehicle caused after an accident, theft or breakdown unless You have taken reasonable steps to protect Your Vehicle. Reasonable steps to Protect Your Vehicle may include;
  - ❖ relocation to a secure site;
  - ❖ locking the Vehicle;
  - ❖ removing the keys from the vicinity of the Vehicle.
- loss or damage attributed to the lawful seizure of your vehicle.

**We will not pay more than \$10,000,000 in aggregate under Part A, Section 1 for any loss or Damage to Your Vehicle(s) arising out of a single Event, inclusive of extra covers and legal expenses incurred with Our written consent which will not be unreasonably withheld.**

### CONDITIONS APPLICABLE TO PART A SECTION 1

#### Average Clause

Your Vehicle is insured on a Sum Insured or Market Value, whichever the lesser, basis. When You have nominated the Sum Insured for Your Vehicle, the Sum Insured will be shown on Your Policy Schedule and it must represent no less than 85% of its Market Value.

If You choose to insure Your Vehicle(s) for less than 85% of its Market Value, You will be self-insured for the balance of the value of the Vehicle and We will only be required to pay that proportion of all losses or damage which the Sum Insured bears to 85% of the Market Value, by application of the following calculation;

Insurance Payment = (Sum Insured / 85% of the Market Value) x the Loss amount.

We will deduct any applicable Excess(es) from the final calculated payment amount.

If Your Vehicle is deemed a Total Loss and the Sum Insured is less than 85% of the current Market Value, We will only pay the Sum Insured less any applicable Excess(es).

#### Radius restrictions (vehicles with a Gross Vehicle Mass exceeding 8 tonne)

If Your Vehicle is the subject of loss, Damage or liability incurred which is attributed to an Accident for which a claim is payable under this Policy, and the loss occurs at any point of a trip that takes You outside the Radius Restriction from Your Home,

base or Depot as noted on Your Policy schedule, an additional Excess as stated on your Policy Schedule will be payable. This is provided the original risk We have agreed to insure is not significantly changed by the trip creating a situation where the risk would fall outside Our normal acceptance criteria. In such cases, We may refuse to pay the claim.

If the Radius Restriction as shown on the Policy schedule has changed from what was originally agreed and the risk still falls within Our acceptance criteria, We may charge an additional reasonable premium which reflects the changed risk.

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

***The following Additional Benefits are included if Your Vehicle has comprehensive cover***

#### **Automatic Additions & Deletions**

We provide automatic cover under this Policy for any Vehicle, with a value of less than \$400,000 and of a similar kind or nature to Vehicles already covered under this Policy, which You acquire during the current Period of insurance and in which You acquire an insurable interest, but only from the time such an insurable interest is acquired. You must notify Us of any additions and/or deletions within 30 days of their purchase or disposal and pay any premium that we advise You is due.

You must notify Us as soon as possible of:

- any newly acquired Vehicle with a Market Value in excess of \$400,000, or
- In the event You are involved in a merger or takeover.

#### **Locks and Keys**

If the keys to Your Vehicle(s) have been lost or stolen, or if there are reasonable grounds to believe that Your keys may have been illegally duplicated, We will pay the costs of replacing the keys to Your Vehicle(s) up to \$10,000 per unit with a maximum benefit of \$30,000 during any one Period of Insurance.

***The following additional benefits are included if:***

- ***Your vehicle has comprehensive cover; and***
- ***We agree to pay a claim for loss or Damage to that Vehicle under Part A, Section 1 – Loss or Damage cover***

#### **Emergency Repairs**

You may carry out immediate temporary repairs up to a limit of \$10,000 to enable You to return Your Vehicle to a place of safety. You must retain the damaged parts or provide photographs of the damaged sections of the Vehicle and the claim must be reported to Us within 30 working days of the Accident for this benefit to apply.

#### **Employees Personal Effects**

We will pay for Your employee's personal effects which are lost or damaged. This benefit is limited to \$3,000 per event.

Cover does not extend to include money, securities, furs, jewellery, mobile phones, PDAs, tablets and laptops.

#### **Expediting Expenses**

We will indemnify You for the reasonable costs incurred for express freight charges for parts required to repair Your Vehicle. This benefit is limited to the assessed market costs for these services or \$10,000 whichever the lesser.

#### **Funeral Expenses**

We will cover funeral costs (including travel costs within Australia for the deceased driver and their immediate family members).

We only pay this benefit if the driver dies due to:

- injuries sustained in an Accident involving an insured Vehicle;
- the death occurs within 12 calendar months from the date of the Accident; and
- the funeral costs are not otherwise covered by any applicable Workers Compensation legislation.

This benefit is limited to \$10,000 within any one period of insurance.

#### **Hire Vehicle Following Theft**

We will reimburse You for the hiring of a Substitute Vehicle following the theft of Your Vehicle up to a maximum period of 14 days or until Your Vehicle has been recovered, whichever comes first. This cover only applies to Vehicles up to 4.5 tonne Gross Vehicle Mass. We will not pay more than \$7,500 under this benefit.

We are not responsible for the availability of a hire Vehicle or the insurance of that hire Vehicle once hired by You. You must provide the rental agreement and any receipts for the hire Vehicle before We will pay You.

#### **Journey Continuance**

We will also pay the reasonable costs incurred for the hiring of a similar Vehicle as the damaged Vehicle, to continue the journey and deliver the freight from the damaged Vehicle to its original destination.

This benefit is limited to \$5,000 and will only apply where this cover is not provided by another insurance policy or if Part C of the Policy is not taken.

#### **Marine General Average Contribution**

If Your Vehicle(s) is being transported by sea between places within Australia during the Period of insurance We will pay Your contribution for General Average and Salvage charges where such maritime conditions apply up to the Sum Insured or Market Value whichever is the lesser, whether or not loss or Damage is suffered by Your vehicle under Part A Section 1.

#### **New Vehicle Total Loss Cover – Sedans, Utilities, and Vehicles with Less than 4.5 tonne Gross Vehicle Mass**

If Your Vehicle is a sedan, station wagon, 4WD, bus, utility or Goods carrying Vehicle with less than 4.5 tonne Gross Vehicle Mass and it is declared to be a Total Loss within two years of its original registration, We will replace Your Vehicle with a new

Vehicle of the same or similar make and model. In replacing Your Vehicle We will pay the associated delivery and Stamp Duty charges, less any applicable Excesses.

We will not pay for registration, insurance and other associated costs.

However, where:

- Your Vehicle's model has been deleted from the manufacturer's range or has been superseded by a Vehicle that is significantly different; or
- Your Vehicle was purchased as an end of series or run-out model; or
- We are unable to replace Your Vehicle, or
- You elect not to replace Your Vehicle under this Additional Benefit,

We will only pay the actual purchase price You paid for the Vehicle, including delivery charges and Stamp Duty if they formed part of Your purchase, less any applicable Excesses.

We will not pay for registration, insurance and other associated costs.

#### **New Vehicle Total Loss Cover - Trucks**

If Your Vehicle is a Vehicle of 4.5 tonne Gross Vehicle Mass or greater, or Mobile Plant and it is declared to be a Total Loss within two years of its original registration or original compliance date We will pay You the Sum Insured or purchase price (including delivery charges and Stamp Duty if they formed part of Your purchase), whichever the lesser, less any applicable Excesses.

We will not pay for registration, insurance and other associated costs.

#### **Non-Owned Trailer Cover**

We will provide cover under Part A Section 1 of this Policy for loss or Damage to trailers in Your physical custody or control that are not owned, hired or leased by You. We will pay the market value up to a maximum of \$100,000 under this Additional Benefit for loss or Damage to a single trailer towed by Your prime mover.

We will not provide cover for loss or Damage to the trailer(s) or liability attributed to lawful seizure of the trailer or parting of title.

Cover under this benefit is extended to provide indemnity for claims made by the owner of the trailer for loss of use or loss of income as a result of a claimable event. This extension is limited to a maximum benefit of \$4,000 any one claim.

Where non-owned trailer cover is required for more than a single trailer or a trailer greater than \$100,000, We may agree to insure such trailer(s) provided You have notified Us, We have agreed to provide this cover in writing and You have paid the applicable additional premium. Each non-owned trailer that we have agreed to cover will be listed under trailers in the schedule of insured vehicles shown on Your Policy Schedule. The non-owned trailer benefit of \$100,000 shown in the schedule of insured vehicles for

each prime mover does not apply whilst a prime mover is towing a non-owned trailer listed under trailers in the schedule of insured vehicles.

An excess amount of \$2,500 will apply to any claim under this non-owned trailer cover benefit, plus any other applicable excesses for age, inexperience or tipping.

#### **Removal of Debris / Load**

We will cover You for the reasonable cost incurred for the clean-up and removal of Your Vehicles and their debris.

We will also cover you for the reasonable cost incurred for the clean-up and removal of Your Vehicle's non-dangerous load arising from an Accident or resulting from those goods falling from Your Vehicle, for which you are not otherwise Insured.

This benefit is limited to \$100,000 any one event.

#### **Repatriation Costs**

We will pay the reasonable costs of travel fares to return Your driver and non-paying passengers to either the point of departure or to the driver's destination provided the Vehicle was being used in connection with Your Business and Your Vehicle was more than 200 kilometres from its usual garaging address at the time of the Accident.

We will also pay the reasonable costs incurred for accommodation during this travel.

This benefit is limited to \$5,000 per event. Tax receipts must be supplied to Us for this benefit to apply.

#### **Retrieval Costs – No Damage**

In the event of Your Vehicle becoming unintentionally immobilised We will pay to retrieve Your Vehicle.

The indemnity under this clause Retrieval Costs – No Damage is subject to these conditions:

- Our liability in respect of such cost will not exceed \$50,000 during the Period of Insurance.
- No amount is payable under this clause Retrieval Costs – No Damage - if the immobilisation is a result of mechanical, or electrical or electronic events, any one of which results in breakdown, failure or malfunction of Your Vehicle.
- Where You provide Your own equipment, for the purposes of recovery, settlement will be at cost without allowance for Profit.
- Recovery of Insured Vehicle provided in all clauses above does not extend to include salvage of any load carried.
- The Standard Excess applicable to Your Vehicle will apply to claims under this additional benefit.

#### **Return of Vehicle**

We will pay the reasonable costs of returning Your Vehicle to Your depot or usual place of garaging once repairs have been completed. This benefit is limited to \$25,000 per event.

### **Towing/Recovery Costs**

We will pay the reasonable costs of towing Your Vehicle to the nearest repairer or place of safety and pay for the reasonable storage cost of protecting Your Vehicle up to a maximum amount of \$100,000 per Event. You may provide Your own equipment for the purposes of towing or recovery of Your own Vehicle, with Our prior agreement. Any such towing or recovery undertaken by You shall be at cost without allowance for profit.

### **Total Loss of Encumbered Vehicles**

If Your Vehicle is deemed a Total Loss by Us and the Total Loss settlement is less than the amount owing by You under a valid lease or other finance agreement, We will pay an additional amount for the difference between the Total Loss settlement and the amount owing to the finance company, but only up to a maximum of 20% of the Total Loss settlement of the Vehicle and limited to a maximum additional payment of \$75,000.

This benefit will not apply to theft claims or fire claims.

Any amount We pay will be less the following:

- any payments and/or any interest in arrears on the date of the loss or Damage; and
- any discount in respect of finance charges and/or interest for the expired term of such leasing agreement on a date not exceeding thirty (30) days after the loss or Damage; and
- any payment which on the date of the loss or Damage has not been made solely because such payment in terms of the conditions of the particular agreement has not actually become due; and
- any GST component of the purchase price of Your Vehicle financed as a part of the lease or other finance agreement; and
- the amount of the loan that relates to that owing on the finance for the purchase of any other Vehicle, item, product or goodwill.

### **Psychological Injury Benefit**

We will pay \$2,500 per person in the event that You, Your immediate family member or Your employee suffers psychological injury as a result of trauma arising from an Accident and, as a result, are unable to work for a period of greater than 14 days. Evidence of psychological injury will need to be provided by the treating medical professional. The maximum We will pay under this benefit is \$5,000 any one Accident.

## **HOW WE SETTLE A CLAIM UNDER PART A SECTION 1**

If We agree to pay a claim under Part A, Section 1, We will, following collaboration with You pay you for either a partial loss or a total loss.

### **Total loss**

Your Vehicle is a total loss if it is stolen and not recovered and We agree to accept a claim for theft of Your Vehicle, or if the cost of repairs to any Vehicle exceeds its Market Value less any Salvage value of the remains and components.

Where Your Vehicle is a total loss We will settle Your claim in one of the following ways:

#### **A. Market Value**

If Your Vehicle is insured for Market Value then Our settlement will be based on the Market Value of your Vehicle at the time of the loss, including the value of any accessories or modifications You have told Us about and We have agreed to insure, and which are noted on your Policy Schedule, less any applicable Excess(es) and ITC entitlement.

#### **B. Sum insured or Market Value**

If your Vehicle is insured for Sum Insured or Market Value whichever is the lesser, then Our settlement will be based on the amount shown in Your Policy Schedule or the Market Value of the Vehicle at the time of the loss, whichever is the lesser, including the value of any accessories or modifications You have told Us about and We have agreed to insure and which are noted on Your Policy Schedule, less any applicable Excess(es) and ITC entitlement.

#### **C. New Vehicle Total Loss Cover**

In accordance with the New Vehicle Total Loss Cover Additional Benefit if this benefit applies to Your Vehicle(s).

#### **Applicable to A, B and C**

If Your claim involves a payment by Us for the total loss of Your Vehicle Your insurance cover on that Vehicle will cease as soon as We accept liability and if the premium for that Vehicle has been fully paid there will be no refund. If there is a portion of the annual premium for the Vehicle still owing to Us at the time of the incident this outstanding amount will be deducted from the claims settlement.

This is because We have treated Your Vehicle as a Total Loss and paid You to the extent allowed under Your Policy.

After settling a claim where We have declared your Vehicle a total loss, that Vehicle including any unexpired registration or CTP, unless otherwise required by law, becomes Ours and We are entitled to receive the proceeds from any Salvage of the Vehicle.



## Partial loss

Where Your Vehicle is a partial loss, we will following collaboration with you:

- repair the Damage;
- replace the damaged parts of Your Vehicle; or
- pay You what it would reasonably cost to repair the damaged parts of Your Vehicle.

If We determine that Your Vehicle can be repaired, We will allow You to obtain a quote from a repairer of Your choice.

When We authorise repairs, We will:

- authorise Your Vehicle to be repaired to a similar standard and condition as it was prior to the Damage which is the subject of the claim;
- authorise the use of new and used parts which are genuine or non-genuine and are consistent with the age and condition of Your Vehicle;
- replace damaged glass with glass which meets Australian design rules but may not be made by the original manufacturer;
- pay You the Market Value in respect of parts which We cannot obtain and or are obsolete;
- guarantee the quality of workmanship of the repairs We have authorised whilst You own the Vehicle.

We are not responsible for any costs or losses arising from any delay in obtaining/delivery of parts. If a part is not available within Australia We will pay the surface freight cost from a source of Our choosing.

You may have to contribute towards:

- the cost of repairs or replacement where Your Vehicle was in poor condition at the time the loss occurred. Poor condition includes unrepaired prior damage, corrosion, wear and tear or other deterioration; or
- the cost of repair or replacement of tyres, engines and other perishable items based on the useful remaining life of the damaged part/item;
- if, in the course of repairing Your Vehicle it is necessary to repair it in a manner which creates Betterment We may ask You to contribute the additional cost (above the cost which We reasonably believe represents the cost to repair the Vehicle to its pre Accident condition) that is required to repair Your Vehicle to the better condition.

## SECTION 2 – THIRD PARTY LIABILITY

We cover amounts, up to the Limit of liability stated in Your Policy schedule, which You become legally liable to pay as compensation for Accidental Loss or Damage to someone else's property arising from an accident during the Period of insurance and from:

- the use of Your Vehicle by You or anyone using it with Your consent. This includes any trailer attached to Your towing Vehicle whether or not the trailer belongs to you,
- Goods, being merchandise or equipment, falling from Your Vehicle,
- the transportation of Dangerous Goods (as defined in the Australian Dangerous Goods Code and as enacted in each Australian State and Territory) with a maximum amount payable under this clause being limited to \$1,000,000, unless stated otherwise in Your Policy schedule.

However, this cover only extends to non-bulk carriage of cargo which falls within the following classes as outlined and in compliance with the Australian Dangerous Goods Code.

Class 1 – Explosive substances or articles

Class 2 – Gases

Class 3 – Flammable liquids or substances

Class 4 – Flammable solids or substances

Class 5 – Oxidising agents or organic peroxides

Class 6.1 – Toxic substances

Class 8 – Corrosive liquids or substances

Class 9 – Miscellaneous dangerous goods

### We do not cover:

- Any claims in respect of death or bodily injury if You or any person using Your Vehicle with Your consent:
  - ❖ is partly or wholly entitled to indemnity under any compulsory statutory insurance scheme or Accident compensation scheme, or
  - ❖ would have been entitled to indemnity under any such scheme but for failure to:
  - ❖ insure or register Your Vehicle (however, this exclusion will not apply if Your Vehicle being unregistered has not contributed to the claim), or
  - ❖ lodge a claim in accordance with its requirements, or
  - ❖ comply with any of its terms and/or conditions.
- Your liability for death and/or bodily injury to any:
  - ❖ person driving Your Vehicle,
  - ❖ of Your employees,
  - ❖ member of Your family,
  - ❖ person if Your Vehicle is registered in the Northern Territory of Australia.

- Any loss or Damage to property owned or rented by You, or property belonging to anybody else whilst it is in Your physical care, custody or control, including whilst being transported on Your Vehicles.
- Any loss or Damage caused by the escape of dangerous goods after Your Vehicle is involved in an Accident, unless such transportation of the dangerous goods complies with all regulatory or legislative requirements. The maximum We will pay will be \$1,000,000 for any one loss unless another amount is specifically stated on Your Policy schedule.
- Liability directly or indirectly arising out of the discharge, release, seepage or escape of Pollutants, or other contaminants into water, land, buildings or structures or the atmosphere, unless, the loss arises from a sudden identifiable accidental escape, that is unintended and/or unexpected by You and which takes place in one Event during the Period of Insurance, whilst being transported by Your Vehicle where such transportation complies with regulatory or legislative requirement. The maximum We will pay is \$1,000,000.
- Liability accepted by You under any contract, warranty, undertaking or agreement with another party, unless that liability would have attached to You in any case.
- Loss, damage, cost or expense directly or indirectly arising out of, or resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity. This exclusion shall not apply to any claim for:
  - ❖ Personal Injury that is not due to an asbestos related disease; or
  - ❖ Property Damage to third party (non-owned) property arising from the use of a Vehicle covered under Section 1.
- Loss or Damage to property caused by vibration from Your Vehicle.
- Any liability if Your Vehicle is unregistered (however, this exclusion will not apply if Your Vehicle being unregistered has not contributed to the claim).
- Liability for death or bodily injury arising out of Queensland registered Mobile Plant and Plant Equipment whilst it is being used as a Tool of Trade.
- Any liability arising out of the use of Your Vehicle 'Airsides', or at a recognised airfield.
- Punitive, exemplary or aggravated damages.
- Liability arising from the use of any Tool of Trade other than whilst in transit or whilst being used for transport or haulage.
- For Personal Injury caused by the use of a Queensland or New South Wales registered trailer whilst being towed by Your Vehicle or is running out of control after becoming detached from Your Vehicle at the time the Injury occurs.
- For any Personal Injury caused by or out of the use of any of Your Vehicles that are registered in the Northern Territory.

## **ADDITIONAL BENEFITS APPLICABLE TO PART A SECTION 2**

***If We agree to pay a claim under Part A, Section 2 – Third party liability, We will provide the following Additional Benefits.***

### **Substitute vehicle**

We will cover Your third-party liability while using a Substitute Vehicle while Your Vehicle is being serviced, repaired or is not drivable provided that;

- only one Substitute Vehicle is used at any one time, in place of Your Vehicle, and
- the Substitute Vehicle is not already covered under another insurance policy, and
- You have the owner's permission to drive the Vehicle, and
- You notify Us on the day of the substitution.

### **Your Employers, Principal or Partners Liability**

We will indemnify Your employer, principal or partner for any amount they may be held legally liable to pay for Accidental Damage to property You cause, while You are using Your Vehicle in relation to Your Business. This cover is only provided if the type of business Your Vehicle is being used for is not excluded by Our normal underwriting criteria.

### **Supplementary Bodily Injury**

We will indemnify You for amounts which You are deemed legally liable to pay for compensation in respect of death or bodily injury to persons, attributed to an Accident arising out of the use of Your Vehicle with Your consent, provided that Your Vehicle is registered for use on a public road when such liability is incurred (however, this exclusion will not apply if Your Vehicle being unregistered has not contributed to the claim).

### **Loading and Unloading of Your Vehicle**

We will indemnify You for amounts You are deemed legally liable to pay for Accidental Loss or Damage to someone else's property, caused by the Loading or Unloading of Your registered Vehicle including the use of cranes attached to Your Vehicle. This cover will only apply whilst You are in the act of Loading or Unloading either directly to, or, directly from a place of fixed rest beside Your Vehicle. Cover does not extend to the actual Goods being loaded or unloaded, or, when the Goods are in the process of being delivered to, or, taken from that point next to the Vehicle.

## **HOW WE SETTLE YOUR CLAIM UNDER PART A SECTION 2**

If We agree to settle a claim for legal liability, we will pay:

- compensation;
- Legal costs and expenses if We have given Our prior consent to you incurring these costs;
- costs and charges reasonably and necessarily incurred by You in removing or cleaning up debris, unless stated otherwise;
- costs and charges reasonably and necessarily incurred to extinguish a fire Your Vehicle has caused.

If We agree to pay a claim for legal liability, the most We will pay for all claims arising directly or indirectly from any one event is shown on Your Policy Schedule.

## **EXCESS CONDITIONS - APPLICABLE TO PART A**

The Basic Excess is the first amount that You must contribute to any claim You make under this Policy. The Basic Excess will apply to each Vehicle involved in any one loss. Other Excess amounts as described in Your Policy Schedule will apply for each Accident that may occur to Your Vehicle(s).

## **PART B – BUSINESS INTERRUPTION (DOWNTIME)**

### **What We cover**

If You have selected Business Interruption cover for Your Vehicle(s) and it is shown on Your Policy Schedule, and We have agreed to pay a claim under Part A Section 1, We will pay You an amount up to the Weekly Benefit Amount shown on Your Policy Schedule after the Deferment Period of 7 days. We will pay You for the Benefit Period shown in Your Policy Schedule, while Your Vehicle is Inoperative.

No Deferment Period is applied for an Accident where We agree the driver of Your Vehicle was not at fault and We agree that a full recovery can be made from the third party.

Payment of this benefit ceases at the earliest of the following:

- the date We settle You for Your total loss;
- the date that Your Vehicle is available for use following completion of repairs; or
- the Benefit Period is utilised.

### **We do not cover**

- any loss or Damage which occurs within the Deferment Period;
- any loss following fire Damage unless the fire occurred as a result of impact damage;
- if You elect to handle or complete the repairs to Your Vehicle without our approval, which will not be unreasonably delayed or withheld;

- if You continue to use the vehicle in instances where all the documentation and other criteria has been satisfied in accordance with the Benefit Period requirements, until such time that the Vehicle is delivered to the repairer for repairs to commence;
- if Your Vehicle was on hire or loan, or was in the possession of another party at the time of loss or Damage to Your Vehicle;
- You for any additional warranty or re-work to the completed repairs conducted by the repairer or manufacturer unless there is a residual balance of the Benefit Period remaining from the original claim;
- any loss where You have made the decision not to repair or replace Your Vehicle;
- any loss incurred for any overhauls, inspections or modifications performed on Your Vehicle whether carried out in conjunction with the repairs to Your Vehicle or not;
- any fines, penalties or losses resulting from a breach of contract whether or not attributed to the loss or Damage to Your Vehicle;
- any loss attributable to any Business of Yours being wound up or carried on by a liquidator or receiver or otherwise being permanently discontinued.

## **CONDITIONS APPLICABLE TO PART B**

If Your Vehicle is removed from cover under Part A, Section 1 of this Policy, then cover under this section is cancelled and We will refund premium in accordance with Cancellation rights under the Policy.

If Your Vehicle is settled as a Total Loss under Part A, Section 1 of this Policy, then cover for that Vehicle under this section is cancelled without refund of any premium. This is because We have treated Your Vehicle as a Total Loss and paid You to the extent allowed under Your Policy.

## **PART C – GOODS IN TRANSIT**

We will indemnify You, up to the Limit of liability stated in Your Policy Schedule for Goods in Transit, for loss of or Damage to Goods of the type specified, or under the contracts listed in the Policy schedule whilst within:

- the Conveying Vehicle or in Your Home base or Depot;
- either the care, custody or control of You or Your subcontractor; and
- the Geographical Limits;

Where such loss or Damage to Goods is caused by an insured Event that is covered under the section specified on Your Policy Schedule, and where the loss occurs during Transit and within the Period of insurance.

You can select one of the following types of Cover:

### Section 1 – Accidental Damage

Insured Events covered under this section are:

- Accident;
- Malicious Damage.

### Section 2 – Specified Perils

Insured Events covered under this section are:

- fire, lightning, hail, windstorm, tornado or cyclone, explosion, Flood;
- collision of the Conveying Vehicle with any external object other than the road, gutter, curb or road surface;
- collapse of bridges or culverts causing Damage to the Goods on the Conveying Vehicle;
- jack-knifing, Overturning of the Conveying Vehicle;
- impact of the Goods with any object which is not on or part of the Conveying Vehicle;
- Damage caused by strikers, locked out workers or persons taking part in labour disturbances, riots, civil commotions;
- a deliberate third-party act committed without You, or the owner of the Goods knowledge or connivance including Malicious Damage to the Goods on Your Conveying Vehicle;
- where the Goods are within the Conveying Vehicle while transported by sea, the stranding, sinking, burning, grounding, jettison, washing overboard or collision of the vessel with any object other than water.

### We do not cover loss or Damage:

- which did not occur during Transit, for example, pre-existing Damage or Damage occurring after the Goods have been unpacked at destination;
- attributed to rejection, late arrival;
- arising from unexplained loss, mysterious disappearance and/or shortage deduced solely from an inventory computation;
- resulting from insolvency or financial default of any agent or subcontractor;
- caused by delay, loss of market, or consequential loss of any description except as otherwise provided for in the Policy sections applicable.

### We do not cover loss or Damage to Goods caused by:

- Your Wilful Misconduct or intentional acts caused by You or any person acting with Your express or implied consent;
- failure to exercise Due Care in the safe handling, storage, protection and security of the Goods;
- cartage in an unsafe or unroadworthy Conveying Vehicle unless the condition of the Conveying Vehicle did not contribute to the loss and/or the condition was not reasonably detectable or known by You;

- cartage of Goods in excess of the weight, mass or dimensions permitted for the Conveying Vehicle design or license or where greater than permitted by law, regulation, permit or advisory sign unless You can prove that the excess dimension or excess configuration was Accidental and could not be reasonably known, detected and prevented by You and that the overloading did not cause or contribute to the loss;
- cartage by an unlicensed driver or one whose faculties were impaired by drugs or alcohol in excess of that permitted by law, unless You did not know, or could not reasonably have known about the circumstances or condition of the driver. This exclusion will not apply to the extent that there are any statutory provisions to the contrary;
- cartage of Dangerous Goods which are not carried in accordance with the provisions of the current Australian Dangerous Goods Code, regardless of package size or quantity, and whether or not Dangerous Goods have been specified in Your Policy schedule;
- insufficiency or unsuitability of packaging or preparation of the Goods;
- vibration of the load during Transit, unless caused by an insured Event;
- scratching, denting, chipping of items carried without suitable protection against possible impact from stones, gravel or other road surface materials;
- shifting of the Goods or improper stowage and/or restraint of the Goods on the Conveying Vehicle, unless You can demonstrate that You complied with all statutory requirements in respect of the load;
- other items left inside a Vehicle which have not been suitably secured to prevent movement.
- moths, mould, mildew, insects, rats or other vermin, ordinary leakage, loss in weight or volume or wear and tear of the Goods;
- rust, oxidation or discolouration, unless caused by an insured Event;
- electronic, electrical or mechanical failure of the Goods unless there is visible external physical Damage to the Goods which occurred during Transit caused by an insured Event;
- loss of data from any computer hardware or software unless there is visible external physical Damage to the Goods which occurred during Transit caused by an insured Event;
- damage to Goods which are Vehicles and machines whilst being towed or whilst being driven under their own power except during Loading and Unloading operations as specified in the Policy;
- arising from the dismantling, assembly, testing or fabrication of machinery, plant, equipment or structure;
- loss or damage to any third-party property other than the Goods or any property expressly covered under the Policy.



## Goods We do not cover

We do not cover the undermentioned Goods:

- Livestock;
- horses, birds and bloodstock, stud or prize animals or other animals which are not herd animals;
- live plants and trees;
- Refrigerated Goods;
- Perishable Goods unless carried by a non refrigerated or temperature controlled Conveying Vehicle within a radius not exceeding 400 kilometres from Your Home base or Depot;
- works of art or antiques;
- home contents and personal effects (domestic removals);
- property owned by You including tools of trade, electrical and electronic equipment;
- Vehicles;
- Dangerous Goods as defined by the current Australian Dangerous Goods Code or any government agency or authority which by their nature require special licencing of the driver or Vehicle and/or are defined as a "Placard Load". This exclusion does not apply to small consignments, limited quantities or retail distribution loads of dangerous Goods where concession is provided under the current Australian Dangerous Goods Code;
- laptops and personal computers including monitors and microprocessors, mobile phones and SIM cards, tablet devices, gaming consoles and/or cameras.
- precious metals and stones, or jewellery;
- money (which means any coin or banknote), bullion, cheques, credit or other card sales vouchers, securities or shares, bonds, deeds, bills of exchange or any document that represents or is exchangeable for money;
- cigarettes, tobacco/tobacco products;
- radioactive Goods or explosive Goods;
- Vehicles and machines that You have been contracted to move whilst being driven under their own power or whilst being towed other than during Loading and Unloading operations;
- pharmaceuticals.

## CONDITIONS APPLICABLE TO PART C

### Due Care

You must take Due Care in the handling, storage and movement of Goods in Your care, custody and control.

### This insurance is not for your Customers

The cover provided by this Policy is intended to indemnify You for Your responsibility for loss or Damage to Goods which You are carrying in the normal course of Transit. This Policy does not provide insurance cover for your Customers. You are not

authorised to provide any financial services on Our behalf. For the purposes of this clause, "Financial Services" includes selling, arranging or offering insurance issued by Us or giving financial product advice (as defined in the Corporations Act 2001 (Commonwealth)) on Our behalf.

### Other insurance

If at the time of any loss, Damage or Accident that may give rise to claim under the Policy, there is any other insurance policy covering the Goods whilst in the ordinary course of Transit effected by any other party then, as provided for under the Insurance Contracts Act 1984 We will not pay for Your claim to the extent the loss or Damage is covered by the other policy.

However, this clause will not apply if You are a contracting party under this Policy and the other policy. In such a case You may choose which policy to claim under. If You claim under this Policy We may seek contribution from Your other insurer. You must give Us any information or assistance We reasonably ask for to help Us make a claim from Your other insurer.

### Pairs and sets

In the event of loss of or Damage to an article forming part of a pair or set covered by this Policy no regard shall be made to the value such article(s) may have to the pair or set and the amount recoverable under the Policy shall be calculated as a proportionate part of the insured value of the pair or set.

### Restricted/prohibited goods

We do not insure You for loss or Damage to property other than Goods / Freight of the types noted in the Policy schedule.

## ADDITIONAL BENEFITS APPLICABLE TO PART C

If We agree to pay a claim under Part C, we will provide the following extra covers.

### Automatic reinstatement

When We pay a claim under the Policy, the Sum Insured for the applicable Period of insurance stated in the Policy schedule will be automatically reinstated without additional premium.

### Liability Defence costs cover

Should You decide to decline liability under Your conditions of carriage for any claim in relation to loss of or Damage to Goods that would otherwise be covered by the Policy, We will defend any claim made against You and pay:

- all Legal costs and legal expenses incurred by You with Our prior consent, which will not be unreasonably withheld or delayed; and
- any amounts awarded against You, including interest; up to but not exceeding the Sum Insured as shown in Your Policy schedule.

### Container demurrage charges

We will indemnify You for demurrage charges and/or late penalties assessed against You in addition to the Sum Insured where these are incurred during the Period of insurance due to the container(s) being retained by You on Our instruction for the purposes of inspection following a claim.

The demurrage period for which We will be liable begins at the time We instruct You to retain the containers and finishes at the time Our surveyor or assessor instructs You to return the containers.

This benefit is limited to \$50,000.

### General Average and Salvage Clause

If Your Vehicle is being transported by sea between places within Australia during the Period of insurance We will pay Your contribution for General Average and Salvage charges where such maritime conditions apply up to the Sum Insured of the Goods, whether or not loss or Damage is suffered to the Goods in Your Conveying Vehicle.

### Measures to Avert or Minimise Loss

In the event of loss of or Damage to Goods insured by the Policy, You can take reasonable measures to avert or minimise such loss or Damage and We will, in addition to any loss recoverable under the Policy, reimburse You for any costs properly and reasonably incurred in this regard.

Measures taken by You or Us with the object of saving, protecting or recovering the Goods shall not be deemed to be acceptance of liability nor will they prejudice either Your or Our rights under the Policy.

### On Forwarding Clause

We will pay all reasonable costs necessarily incurred in Unloading, storing and forwarding the Goods to the original destination in Australia or place from which they were dispatched following a covered Insured Event. This benefit is limited to \$25,000 per Event.

### Re-Securing costs

We will cover reasonable costs and expenses incurred in re-securing the Goods where there has been movement of the Goods in Transit which makes re-securing necessary, even though there may be no Damage to the Goods resulting from the incident, providing these circumstances were outside Your control and You could not reasonably be expected to know of them during the normal course of Your business.

This benefit is limited \$5,000 per Event.

### Transport of Goods outside Geographical Limits

We will automatically cover You for increased Geographical Limits under Policy Part C only (Goods in Transit) when You commence a new contract and where You are required to

transport Goods outside the current Geographical Limits stated in the Policy schedule, provided that;

- the transport is within Australia; and
- You declare the circumstances to Us as soon as possible but no later than 30 days after You become aware, including the likely frequency of such trips and any other changes to Your business processes that have been declared to Us.

We reserve the right to charge an additional premium and apply a higher Excess for loss or Damage arising during such longer haul work. If a higher Excess is applicable, this will be shown on Your Policy schedule.

### Transport of Goods outside Geographical Limits (one off)

We will also automatically cover You under Policy Part C only (Goods in Transit) in the event of a one-off transport outside Your normal radius of operations that is not part of Your normal operations provided that:

- the transport is within Australia; and
- You declare the circumstances to Us as soon as possible but no later than 30 days.

In the event of a claim for such covered one-off transport, the basic Policy Excess (as shown in the Policy schedule) will automatically be doubled.

### Consequential Loss of owner of Goods cover

We cover where You are legally liable to pay compensation for consequential loss incurred by the owner of the Goods caused solely by loss of or Damage to the Goods. This benefit is limited to \$50,000 per event.

Cover under this benefit will not exceed \$100,000 in the aggregate during the Period of insurance in addition to the Sum Insured.

### HOW WE SETTLE YOUR CLAIM UNDER PART C

The amount We will pay for loss of or Damage to the Goods claimable under the Policy will be the lesser of:

- the invoice value covering the Goods;
- the actual market value of the Goods where there is no invoice value;
- the cost of repairing or replacing the Goods with items of similar age and condition or as near as possible to that age or condition (however, under no circumstances do We cover You for any reduction in the value of Goods because of repairs); or
- the amounts We negotiate as settlement for the loss of or Damage to the Goods with the owner(s) on Your behalf.

Where the owner of the Goods retains any salvageable portion of the loss, the Salvage value will be deducted in any settlement amount.

**The following exceptions apply:**

**For new machinery** which has been damaged, We will pay for the cost of replacement or repair of the damaged part or parts plus any additional charges for forwarding and refitting.

**For used machinery:** in the event of a total or constructive total loss:

- for sales/purchases – the purchase or sale price (invoice price) plus freight and incidental transport charges;
- for stock transfers and other movements not involving a sale/purchase to evidence the value of the machine:
  - ❖ where a second-hand market for the Goods exists - the market value at the time of the loss plus freight and incidental transport charges;
  - ❖ for specialised machinery where there is no second-hand market - the written down asset value as evidenced by accounting records, or the new replacement value based on the closest available equivalent machine of similar technical specifications less agreed depreciation based on the age and condition of the machinery at the time of the loss, plus freight and incidental transport charges.

The amount payable in the event of a partial loss will not exceed the cost of repairing and reinstating the item to a condition equal to but not better or more extensive than its pre-loss condition, and in any event not exceeding the above.

**For packaging/shipping containers,** We will pay the cost of repair or replacement (as required by the hand over agreement or similar document) but the maximum We will pay in respect of loss or Damage to the Goods and the packaging/shipping containers attributed to one single insured Event is the Limit of liability stated in Your Policy Schedule.

**DEFINITIONS APPLICABLE TO PART A, B AND C (UNLESS STATED OTHERWISE)**

**“Accidental Loss or Damage”** means loss or Damage that has occurred by Accident. An “Accident” is an unforeseen or unintended happening that is not expected or designed.

**“Airsides”** is defined as the section of an airfield where aircraft are situated and operated. An airfield is defined as an area of land set aside for the take-off, landing, taxiing, parking and maintenance of aircraft.

**“Betterment”** is defined as the repair or replacement of the damaged parts which results in better than like, kind, quality and or condition when compared with pre-accident like, kind, quality and or condition.

**“Benefit Amount”** means the weekly amount selected by You and agreed by Us shown in your Policy schedule.

**“Benefit Period”** means the period commencing immediately after expiration of the Deferment Period whilst Your Vehicle is Inoperative and during which we pay you the Benefit Amount.

**“Conveying Vehicle”** means any mode of transport used by You to transport the Goods whether owned by You or a Subcontractor.

**“Customer”** means the entity to who You provide Your services.

**“Damage”** means loss of possession of, or, physical damage to tangible property.

**“Daily Indemnity”** Rate means the weekly benefit amount shown in Your Policy schedule divided by seven.

**“Deferment Period”** means the period of time whilst Your Vehicle is Inoperative during which no payment will be made by Us.

**“Dry Hire(d)”** means that You hire Your insured Vehicle to another person but You do not supply an Employee to drive or operate Your insured Vehicle.

**“General Average”** means the maritime legal principle by which, should the ship-owner, one or more cargo owners, or other parties with an interest in property on board a sea going vessel make an extraordinary sacrifice or expenditure for the purposes of preserving all property at risk at a time of peril, all parties with property that has been preserved by such sacrifice or expenditure can be called upon to contribute a proportion of loss incurred.

**“Geographical Limits”** means the geographical area of operation specified in the Schedule limited to the kilometre, radius restriction (if any) from your Home base or Depot, but always limited to Transits starting and terminating within Australia including, where applicable, sea voyages within Australian Territorial waters between Australian ports or places.

**“Goods”** means customer property of any type other than the types listed under the Goods We do not cover section of the Policy.

**“Gross Vehicle Mass (GVM)”** means the lawfully permitted maximum total mass of Your Vehicle including the weight of any goods carried and any other items.

**“Home base or Depot”** means the main location specified in the Policy Schedule.

**“Inoperative”** means Your Vehicle is unable to be used following an Accident for which We have accepted a claim under Part A Section 1 of the Policy. We will commence paying Your Benefit after Your Vehicle arrives at the repairer where We have authorised repairs.

**“Legal costs”** means all legal costs and expenses incurred with Our written consent to defend and or settle any claim, arising from an Accident involving the use of Your insured Vehicle, including costs incurred for Your representation at any enquiry or coroner's hearing.

**“Livestock”** means sheep, cattle, goats and pigs and/or other herd animals but excluding horses, birds and bloodstock, stud or prize animals or other animals which are not herd animals.

**“Loading and Unloading”** means loading or unloading of the Goods as specified below:

- Loading commences when the Goods are first picked up by You or Your employees or subcontractors inside the warehouse/premises or place of storage for the purposes of loading onto the Conveying Vehicle and terminates when the Goods have been placed on the Conveying Vehicle.
- Unloading commences when the Goods are picked up from the Conveying Vehicle for the purposes of delivery to the receiver and terminates when the Goods are placed by You or Your employees or subcontractors at the designated delivery point at the receiver’s warehouse/ premises or place of storage.

**“Malicious Damage”** means intentional damage done to Your Vehicle by someone else without Your consent or knowledge.

**“Market Value”** means the monetary value for which a willing buyer would pay for a Vehicle of the same age, make, type, configuration and condition, immediately prior to the loss or damage occurring but excludes cost and charges for registration, stamp duty transfers and any dealer warranty costs.

**“Mobile Plant”** means any self-propelled appliance, equipment, machinery or implement specified on Your Policy Schedule including associated tools, components, fittings and accessories and that is not designed primarily for transportation of people or cargo on public thoroughfares.

It also includes any associated attachment for the “Mobile Plant” which:

- is specified in Your Policy Schedule; and
- is permanently attached to the “Mobile Plant”; and
- has a Market Value no greater than 10% of the “Mobile Plant” Sum Insured.

**“Overturning”** means inversion, laying at rest upon the side (which shall not include partial tipping causing discharging, dispersal, release, escape, spillage or falling off of the load, other than through collision of the Conveying Vehicle).

**“Perishable goods”** means goods that are subject to a short shelf life but are not required to be transported in a temperature-controlled Conveying Vehicle.

**“Plant Equipment”** means the static pieces of equipment used in construction or earthmoving industries that cannot move under their own power e.g. crushing plants.

**“Principal carrier”** means another carrier with whom You have entered an agreement to act as subcontractor in respect of a particular shipment, contract, or multiple consignments.

**“Radius Restriction”** means the maximum distance in kilometres that Your Vehicle(s) are driven or travel from Your Home base or Depot. The Radius Restriction has been declared by You and agreed by Us and the applicable Radius Restriction for each Vehicle is stated on Your Policy Schedule.

**“Reckless(ness)”** means an act that either pays no regard for or indifference to its probable or possible injurious consequences under the circumstances, even though such consequences are foreseeable.

**“Refrigerated Goods”** means goods that are transported in a temperature-controlled Conveying Vehicle that ensures that the goods maintain required storage temperature to prevent spoilage.

**“Salvage”** when appearing in Parts A and C means what is left of the Vehicle (including any unexpired registration or CTP) or the Goods after it/they has/have suffered loss or Damage. You agree that after We have settled the claim for the Vehicle and/or Goods that the “Salvage” becomes Our property to deal with as We see fit. Furthermore, You agree to release the “Salvage” to Us on Our request.

**“Subcontractor”** means a party you contract with to carry Goods and includes subcontractors of subcontractors.

**“Substitute Vehicle”** means a Vehicle not owned or belonging to You which is Used by You with the owner’s consent whilst Your Vehicle cannot be used because it is undergoing repairs or service or is not drivable.

**“Sum Insured”** means the value which You have elected to insure Your Vehicle for and is noted on Your Policy schedule.

**“Transit”** means the period of time during the Period of insurance which starts from the point where You or Your employees or subcontractor first take possession of the Goods at the consignor’s warehouse or premises for the purpose of Loading onto the Conveying Vehicle for transportation to the consignee at another destination outside the warehouse or premises. The Conveying Vehicle must leave the consignor’s warehouse or premises within 72 hours of You or Your employees or subcontractor taking possession of the Goods for the purposes of transportation and ends at the earlier of:

- completion of Unloading and final delivery to the consignee at their warehouse or premises;
- interruption of the normal course of transport at the election of Your Customer for the purposes of storage, allocation or distribution;
- delivery of the Goods to the receiver or another responsible party as agreed with the consignor or consignee.

“Transit” continues:

- during incidental storage at Your Home base or Depot for up to 72 hours which has not been requested by Your customer but is necessary solely for the purposes of normal transshipment, handling or load consolidation / deconsolidation;
- whilst the Goods remain on the Conveying Vehicle for up to 48 hours after arrival at the destination in the event that the Goods cannot be immediately unloaded and delivered to the consignee;



- where the Goods are over-carried to an incorrect destination, until they are returned to the original consignor or delivered to the correct destination;
- where the Goods are onforwarded or reshipped direct from a wharf or airport at the intended destination to another destination within the Geographical Limits, until arrival at the final destination; or
- where the Goods are shut out from a Conveying Vehicle at an intermediate place during the course of transit for up to 72 hours and whilst awaiting an alternative Conveying Vehicle, provided they are stored in a secure area.

**“Vehicle”** means the motor vehicle(s), Mobile Plant and/or trailer(s) including standard equipment supplied by the original manufacturer, plus any bull bars, driving lights, UHF or CB radios.

It also includes sign writing, fixed phones, tools, accessories, tarps, gates, dogs, chains, binders, Power Take Off units, digging implements and appliances, but only whilst attached to, within or on Your insured Vehicle. The maximum We will pay for loss or Damage covered by the Policy for these items is \$5,000 per Event unless they are otherwise specifically and individually specified in Your Policy schedule.

**“Wilful Misconduct”** means Acts which are done knowingly or wilfully, or, at least, with a reckless disregard of possible risk to the safety of the subject of Insurance

## EXCLUSIONS APPLICABLE TO PART A, B AND C

We will not pay:

- If Your Vehicle is driven by any person with Your consent who is not licensed to drive such a Vehicle under all relevant Australian laws, by laws and regulations. However this exclusion will not apply if You did not know or could not reasonably be expected to know that the driver of Your Vehicle was not licensed to drive it.
- If Your Vehicle is driven by any person:
  - ❖ whose faculties are impaired by any drug or intoxicating liquor, or
  - ❖ who is convicted of driving under the influence of intoxicating liquor or any drug at the time of the Accident, or
  - ❖ with a percentage of alcohol in his/her breath or blood in excess of the percentage permitted by law, or
  - ❖ who refuses to provide or allow a specimen of breath, blood or urine to be taken for testing or analysis as required by the law of any State or Territory.

However, We will pay claims under Part A of the Policy if You prove You did not know or could not reasonably be expected to know that the driver of Your Vehicle was so affected or refused to undergo an appropriate test at the time of the Accident.

- If Your Vehicle is used in an unsafe or un-roadworthy or illegal condition and this condition contributed to, or caused the loss, unless such condition could not have been easily detected by You under normal inspection, driving conditions and/or servicing of the Vehicle. Service records and reports must be maintained and provided on request by Us.
- For loss of or Damage to Your Vehicle or liability if it is conveying or lifting a load, where the weight or, the dimension of load, is in excess of that for which Your Vehicle was designed or lawfully registered to carry, or where the number of passengers is in excess of that for which Your Vehicle was designed or lawfully registered to carry and the additional weight, dimension of the load or number of passengers has contributed to the cause of the loss or Damage. This exclusion will not apply if You can prove and We accept that You did not know or could not have reasonably known that Your Vehicle was being operated in the manner described above.
- Loss or Damage that has been incurred due to the Vehicle being seized by another party due to unpaid fines or money owed to another party.
- If Your Vehicle was being used for any illegal purpose at the time of the loss or Damage occurring.
- If you fail to notify the relevant authorities of the Accident and/or Damage as required by the law.
- For loss or Damage caused by or materially contributed to by Your own criminal act.
- If Your Vehicle is used:
  - ❖ in connection with the motor trade for experiments, tests, trials, demonstration or breakdown purposes.
  - ❖ for the conveyance of passengers for hire, fare or reward except for registered fare paying passenger carrying Vehicles such as buses and coaches.
  - ❖ for or being tested in preparation for any race, trial, test, contest or other motor sport.
- For loss, Damage or liability whilst Your Vehicle is being used on rails, on barges or other vessels except whilst being ferried or transported by sea between places in Australia.
- For loss, Damage or liability whilst Your Vehicle is being operated with illegal modifications that do not comply with any Machinery Act or Australian Design Standards.
- For loss or Damage caused by the theft or attempted theft of Your Vehicle by You or by any hirer, employee, servant, agent, director or subcontractor of Yours, or by any person to whom the Vehicle stands as security on a debt owed by You.
- For loss or liability whilst Your Vehicle is being used or driven in underground excavation or underground mining.
- For any loss or Damage to Your Vehicle, or liability incurred whilst it is being used in a lifting operation as a lifting device and the load is being shared with any other lifting device or devices.

- For loss, Damage or liability caused by You, or any driver of Your Vehicle with Your knowledge, performing an act of Recklessness, or Reckless failure to comply with statutory obligations, laws and by-laws or regulations imposed by a public authority for the safety of Motor Vehicles, public and private property and carriage of goods and merchandise.
- Loss or damage or any liability arising from Your Vehicle whilst towing one or more trailers where:
  - ❖ the radius from Your base of operations for it's journey is greater than the Allowable Radius Restriction shown in the table below for that Vehicle Combination; and
  - ❖ it is driven by or, or in the control of, a person who has been licensed under Australian licensing laws for that Vehicle combination type for less than required period of experience shown in the Driver Experience Acceptability table below.

### Driver Experience Acceptability Table

For the purpose of this Exclusion, "Not covered" shown in the table under the allowable Radius Restriction means no cover is provided under this Policy due to the driver not possessing the period of Experience required for the specified combination of freight type carried and Vehicle combination type unless agreed to by Us in writing.

Experience Required	Vehicle Combination Type	Allowable Radius Restriction
<b>Freight being carried: All freight types other than Refrigerated Goods, Livestock, Car Carrier or Bulk Dangerous Goods</b>		
Less than one year	Rigid truck and one trailer	up to 600 klms
	Prime mover and one trailer	up to 250 klms
	Prime mover and more than one trailer	Not covered
One year but less than two years	Rigid truck and one trailer	Australia Wide
	Prime mover and one trailer	up to 1,200 klms
	Prime mover and more than one trailer	up to 250 klms
Two years but less than three years	Rigid truck and one trailer	Australia Wide
	Prime mover and one trailer	Australia Wide
	Prime mover and more than one trailer	up to 600klms
<b>Freight being carried: Refrigerated Goods</b>		
Less than one year	Rigid truck and one trailer	Not covered
	Prime mover and one trailer	Not covered
	Prime mover and more than one trailer	Not covered
One year but less than two years	Rigid truck and one trailer	up to 250klms
	Prime mover and one trailer	Not covered
	Prime mover and more than one trailer	Not covered
Two years but less than three years	Rigid truck and one trailer	up to 600klms
	Prime mover and one trailer	up to 250 klms
	Prime mover and more than one trailer	Not covered
Three years but less than four years	Rigid truck and one trailer	Australia Wide
	Prime mover and one trailer	up to 600 klms
	Prime mover and more than one trailer	up to 250 klms
Four years but less than five years	Rigid truck and one trailer	Australia Wide
	Prime mover and one trailer	Australia Wide
	Prime mover and more than one trailer	up to 1,200 klms

## Driver Experience Acceptability Table cont'd

Experience Required	Vehicle Combination Type	Allowable Radius Restriction
<b>Freight being carried: Livestock, Car Carrier or Bulk Dangerous Goods</b>		
Less than one year	Rigid truck and one trailer	Not covered
	Prime mover and one trailer	Not covered
	Prime mover and more than one trailer	Not covered
One year but less than two years	Rigid truck and one trailer	up to 250 klms
	Prime mover and one trailer	up to 250 klms
	Prime mover and more than one trailer	Not covered
Two years but less than three years	Rigid truck and one trailer	up to 1,200 klms
	Prime mover and one trailer	up to 600 klms
	Prime mover and more than one trailer	Not covered
Three years but less than four years	Rigid truck and one trailer	Australia Wide
	Prime mover and one trailer	Australia Wide
	Prime mover and more than one trailer	up to 250 klms

## PART D - BUSINESS LIABILITY

We will cover amounts which You become legally liable to pay, up to the Limit of liability stated in Your Policy Schedule, as a result of Personal Injury or Property Damage occurring during the Period of insurance and arising out of Your Business activities as a Transport Operator within the Geographical limits.

### This Policy excludes all liability in respect of:

#### Advertising Injury

- resulting from statements made at Your direction with knowledge that such statements are false;
- resulting from statements made prior to the commencement of the Period of insurance;
- resulting from failure of performance of contract however this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract;
- resulting from any mistake in advertised price of Your Products or services;
- resulting from failure of Your Products or services to conform with advertised performance, quality, fitness or durability; or

#### Aircraft and Watercraft

claims arising out of the ownership, possession, operation or use by You of:

- any Aircraft or Hovercraft, including maintenance by You;
- personal watercraft or jet skis; or
- any watercraft over 8 metres in length, other than:
  - ❖ watercraft used in operations carried out by any independent contractors for whose conduct you may be held liable for;
  - ❖ watercraft owned and operated by others and used by You for business entertainment.

#### Asbestos

Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

Provided that this Exclusion shall not apply to claims for:

- Personal Injury that is not due to an asbestos related disease; or
- Property Damage to third party (non-owned) property containing asbestos not supplied, handled, stored, sold or delivered by You.

#### Assault and Battery

Personal Injury or Property Damage arising directly or indirectly out of assault and battery committed by an insured person.

However, this exclusion will not apply where such assault and battery is committed for the sole purpose of preventing or eliminating danger to persons or property.

#### Computers, computer software and computer consulting

Property Damage to computer data or programs and their storage media or any consequential loss arising directly or indirectly out of, or caused by, or in connection with the:

- use of any computer hardware or software;
- provision of computer hardware or software; or
- use of computer hardware or software belonging to any third party, whether authorised or unauthorised, including damage caused by any computer virus.

### Contractual Liability

Personal Injury or Property Damage:

- Where You assume liability under any contract or agreement.  
However, this Exclusion will not apply to those written contracts:
  - ❖ where such liability would have been implied by law;
  - ❖ where You assume liability under a warranty of fitness or quality as regards Your Products;
  - ❖ to Incidental Contracts entered into by You;
  - ❖ to contracts where the liability or obligation is assumed by You under any warranty under the requirement of State or Federal laws in respect to product safety.
- Where You have waived any rights, which but for the existence of such waiver would accrue to You.

### Design, Specification, Formula

Any design, plan, specification, formula or pattern provided by an insured person or any error or omission connected therewith.

This Exclusion will not apply in respect of any design, plan, specification, formula or pattern about any of Your Products which are not given for a fee.

### Employment Liability

Liability imposed by:

1. the provisions of any workers compensation law, industrial award, agreement, determination, any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such law, industrial award, agreement, determination, contract of employment or workplace agreement;
2. any law relating to employment practices.

You are not covered for bodily injury to any worker in respect of which you are or would be entitled to indemnity under any policy of insurance, fund, scheme or self-insurance pursuant to or required by any legislation relating to Workers Compensation or Accident Compensation, whether or not such policy, fund, scheme or self-insurance has been affected.

This policy will however respond to the extent that your liability would not be covered under any such policy, fund, scheme or self-insurance arrangement had you complied with your obligations pursuant to such law.

For the purposes of this exclusion the term 'Worker' means any person deemed to be employed by you pursuant to any Workers Compensation Law, with the exception of any voluntary workers, secondees or work experience students.

### Expected or Intended

Personal Injury or Property Damage expected or intended from the standpoint of You. However, this Exclusion does not apply to:

- Personal Injury or Property Damage resulting from the use of reasonable force to protect persons or property; or
- Liability of You for compensation as the result of an act committed by Your Employee(s) which results in Personal Injury or Property Damage expected or intended from the standpoint of Your Employee(s), provided such act was not committed at the direction of You.

### Explosive Substances

Personal injury or Property Damage directly or indirectly caused by or arising from mining, processing, manufacture, distillation, fractionation, treatment, disposal, controlled removal of, decontamination and/or distribution of:

- explosives; or
- petroleum, inflammable gasses or spirits.

### Faulty workmanship

The cost of performing, correcting or improving any work undertaken by You.

### Financial Loss

Financial Loss, unless such loss is a direct result of Personal Injury or Property Damage for which indemnity is provided by this Policy.

### Fines, penalties and punitive damages

- fines, penalties, or cost of actions imposed on You due to the application of government legislation or order of a court of law;
- punitive, exemplary or aggravated damages; or
- any additional damages resulting from multiplication of compensatory damages against You.

### Personal Injury to Contractors

Personal Injury sustained to or by any contractor or their Employees, Subcontractor or their Employees or person engaged in a form of Labour Hire by You where the fees paid for such services or provision of labour exceed \$50,000 in any one Period of insurance.

For the purposes of this exclusion Labour Hire means any person engaged in any aspect of the Business by You while employed by an employment agency, placement agency, labour hire company or any other company or person whose business is or includes the supply and/or provision of labour.

### Information technology hazards

- any liability arising out of your Internet operations; or
- Property Damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
  - ❖ the use of any computer hardware or software;
  - ❖ the provision of computer or telecommunication services by You or on Your behalf;

the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.



This exclusion does not apply to:

- Personal Injury, Property Damage or Advertising Injury arising out of any material which is already in print by the manufacturer in support of any of its products, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site; or
- liability which arises irrespective of the involvement of Your Internet operations.

### Liquidated damages

Liquidated damages arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that such liability would have attached in the absence of such clauses or warranties.

### Loss of use

Loss of use of tangible property which has not been physically damaged or lost or destroyed resulting from:

- a delay in, or lack of, performance, by You or on Your behalf, of any contract or agreement; or
- the failure of Your Products to meet Your warranties or representations as to performance, fitness, quality or durability (but this exclusion will not apply to liability for physical damage or destruction caused to other property by Your Products).

This exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of Your Products after they have been put to use by any person or organisation other than You.

### Molestation

The molestation of or interference with any natural person by;

- You or any person comprising You;
- any of Your Employees; or
- any person performing any voluntary work or service for You or on Your behalf.

Furthermore, we will not have a duty to defend any action, suit or proceedings brought against You (or any other person or body corporate who might otherwise, but for the provisions of this clause, be entitled to indemnity under this Policy) which either directly or vicariously seeks compensation in respect of such molestation or interference as above or any Personal Injury resulting there from.

### Pollution

- Personal Injury or Property Damage caused by or arising out of the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water; or
- loss, damage, costs or expense, injury, illness or liability directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants caused by any product that has been discarded, dumped, abandoned or thrown away by others; or

- costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or Pollution.

However, this exclusion shall not apply to Pollution which is consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in Personal Injury and/or Property Damage, but only where the Pollution occurs within the Geographical Limit. Our liability in respect of any one discharge, dispersal, release, escape and for all discharges, dispersals, releases and escape of Pollutants during any one Period of insurance will not exceed the Limit of liability stated on Your Policy Schedule.

### Professional liability

The rendering of, or failure to render professional advice or service by You or any related error or omission, but this exclusion will not apply to:

- the rendering of or the failure to render professional medical advice by medical persons employed by You to provide first aid services at Your location, but not when these medical persons have insurance for Your professional liabilities;
- Personal Injury or Property Damage arising there from, provided that the professional advice or service is not given for a fee.

### Property Owned or in Your Physical or Legal Control

Damage to property owned by, or, in Your physical legal control. However, this exclusion does not apply to Property Damage to:

- Personal effects of Your directors, Employees or visitors;
- Premises leased or rented to You;
- Premises (and their contents) where the premises are temporarily occupied by You to carry out work;
- Any Vehicle in a car park unless the Vehicle is used by or on Your behalf; or
- Property other than Aircraft, Hovercraft or Watercraft that is not on dry land, or goods being loaded, unloaded or in storage, not owned by You but in Your physical or legal control subject to a maximum of \$100,000 for any one Occurrence and in the aggregate during any one Period of Insurance.

### Renovations, erection, alterations, construction, additions and demolition

Any claims arising directly or indirectly out of or in any way connected with the renovation, erection, alteration, construction or additions and demolition to any building at the location shown on Your Policy schedule, by You or on Your behalf when the total cost of the work exceeds \$50,000.

### Silica

Claims or Legal Proceedings directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibres, silica dust or silica in any form, or to any obligation of You to

indemnify any party because of Personal Injury or Property Damage arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibres, silica dust or silica in any form.

### **Tobacco and Tobacco Smoke**

The inhalation or ingestion of, or exposure to tobacco or tobacco smoke or any ingredient or additive present in any article, items or goods which contain tobacco.

### **Vehicles**

Personal Injury or Property Damage arising out of the ownership, possession, operation, maintenance or use by You of any Vehicle:

- which is registered or which is required under any legislation to be registered; or
- in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected);

This exclusion does not apply to any Claim:

- Arising out of and during the loading or unloading of goods to or from any Vehicle;
- Arising from or caused by or arising from the operation or use of any Vehicle which is designed primarily for lifting, lowering, loading or unloading whilst being operated or used by You or on Your behalf within the confines of Your premises; or
- Arising from the use of any Tool of Trade whilst being used for transport or haulage.

### **Vibration or weakening of support**

Damage resulting from vibration or the removal or weakening of support to any land or fixed property.

### **Welding and hot work activities**

Claims caused by or arising out of the use of an angle grinder, arc or flame cutting, flame heating, arc or gas welding or any similar operation in which welding equipment is used, unless that activity is conducted in strict compliance with the standard AS 1674.1 -1997 (Safety in welding and allied processes) issued by Standards Australia.

## **CONDITIONS APPLICABLE TO PART D**

### **Reasonable care**

You must:

- exercise reasonable care that only competent Employees are employed and You must take reasonable measures to maintain all premises and plant in sound condition;
- take all reasonable precautions to prevent Personal Injury and Property Damage, and prevent the manufacture, sale or supply of defective products, and comply with and ensure that Your Employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by all relevant public authorities in relation to the:

- ❖ safety of persons or property;
- ❖ disposal of waste products;
- ❖ handling, storage or use of flammable liquids or substances, gases or toxic chemicals;

- at Your own expense take reasonable action to trace, recall or modify any of Your Products containing any defect or deficiency of which You have the knowledge or have reason to suspect, including (but not limited to) any of Your Products subject to government or statutory ban.

## **HOW WE SETTLE CLAIMS UNDER PART D**

With respect to the indemnity provided under this Policy Part D We will:

- pay all expenses incurred by Us, all costs taxed against You in any such suit, and all interest accruing after entry of judgment until We have paid, tendered or deposited in court such part of the judgment as does not exceed the limit of Our liability;
- reimburse You for all reasonable expenses, other than loss of earnings, incurred in connection with the defence of a claim or legal action with Our consent, which will not be unreasonably withheld or delayed;
- pay reasonable expenses incurred by You for first aid to others at the time of personal injury caused by an Occurrence (other than medical expenses prohibited by Section 126 of the Health Insurance Act 1973);
- pay reasonable expenses incurred by You for temporary protection of damaged, or undamaged property of any person or party, including temporary repairs, shoring up or underpinning thereof;

provided that:

- We will not be obliged to pay any claim or judgment or to defend any claim or legal action after the Limit of liability has been exhausted by payment of judgments or settlements;
- if a payment exceeding the Limit of liability has to be made to dispose of a claim, Our liability to pay any costs, expenses and interest will be limited to that proportion of those costs, expenses and interest as the Limit of liability bears to the amount paid to dispose of the claim.

The amount incurred, except for payments in settlement of claims, suits and all costs awarded against You, are payable by Us in addition to the Limit of Liability, provided that the matter is subject to the laws applicable outside the United States of America or Canada.

## **DEFINITIONS APPLICABLE TO PART D**

“Advertising Injury” means personal injury arising out of:

- libel, slander or defamation;
- any infringement of copyright or passing off of title or slogan;
- unfair competition, piracy, unauthorised appropriation of advertising ideas contrary to an implied contract;
- invasion of privacy

committed or alleged to have been committed during the Period of insurance in any advertisement, publicity article, broadcast or telecast and caused by or arising out of Your advertising activities.

**“Computer Virus”** means an executable program or computer code segment that is self-replicating, requires a host program or executable segment in which it can be contained, and which destroys or alters the host program or other computer code or data, causing undesired program or computer system operation.

**“Employment practices”** means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment by You.

**“Financial Loss”** means a pecuniary or economic loss or expense.

**“Geographical limit”** means:

- anywhere in Australia;
- elsewhere in the world, but only for overseas business visits by You and any of Your directors or employees but not where they perform or supervise manual work.

**“Incidental contracts”** means:

- any written rental/hire agreement or lease of real or personal property other than with respect to any term or condition contained therein that requires You to insure such property;
- any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal;
- facilities, telephone and communication services or other essential services, except those contracts in connection with work done by You for such authorities or entities;
- any written contract with any railway authority for the loading, unloading and/or transport of products, including contracts relating to the operation of railway sidings; or
- those contracts designated on the Policy Schedule;
- assault and/or battery.

**“Insured Contract”** means that part of any contract or agreement pertaining to Your Business under which You assume the Tort Liability or Statutory Liability of another party to pay for Personal Injury or Property Damage to a third person or organisation. However, the Personal Injury or Property Damage must arise out of an Occurrence that takes place subsequent to the execution of Your Contract.

**“Internet operations”** includes, but is not limited to the following:

- use of electronic mail systems by You or Your Employees, including part-time and temporary staff, and others acting on Your behalf;

- access through Your network to the world wide web or a public internet site by You or Your Employees, including part-time and temporary staff, and others acting on Your behalf;
- access to Your intranet (meaning internal company information and computing resources) which is made available through the world wide web for Your customers or others outside Your organisation; and
- the operation and maintenance of Your website.

**“Labour Hire”** means any person engaged in any aspect of the Business by You while employed by an employment agency, labour hire company or any other company or person whose business is or includes the supply and/or provision of labour.

**“Legal Proceedings”** means litigation, arbitration, mediation, adjudication or any other process of dispute resolution.

**“Medical persons”** means legally qualified medical practitioners, legally qualified nurses, dentists and first aid attendants.

**“Personal injury”** means:

- bodily injury (including death and illness), disability, shock, fright, mental anguish, mental injury or loss of consortium;
- wrongful entry, wrongful eviction, wrongful detention, false arrest, wrongful imprisonment or malicious prosecution;
- a publication or utterance of a libel or slander or other defamatory or disparaging material; and
- assault not committed by You or at Your direction unless the assault occurred while preventing Personal Injury or Property Damage.

**“Property Damage”** means:

- physical damage to, loss or destruction of tangible property including any resulting loss of use of that property; or
- loss of use of tangible property which has not been physically damaged, lost or destroyed, provided such loss of use is caused by an occurrence.

**“Occurrence”** means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended from Your standpoint.

All events of a series consequent on or attributable to one source or original cause will be deemed one Occurrence.

**“Tort liability”** means a liability that would be imposed by law upon the other party in the absence of any contract or agreement.

**“Vehicle”** means any type of machine on wheels or on caterpillar tracks made or intended to be propelled other than by manual or animal power, or any trailers made to or intended to be drawn by any such machine while attached to it.

**“You or Your”** has the same meaning as defined elsewhere in this Policy and extended for this Business Liability Part D only to include:

- every principal of Yours, in respect of that principal's liability caused by the performance of work for that principal, but subject always to the extent of coverage and the limit of liability provided by this Policy;
- all existing subsidiary and/or controlled corporations (including subsidiaries thereof) of Yours incorporated in Australia and/or any other organisations under your control within Australia and its external territories;
- all subsidiary and/or controlled corporations (including subsidiaries thereof) of Yours and/or any other organisations under Your control incorporated in the Commonwealth of Australia which are constituted or acquired by You after the commencement of the Period of insurance;
- every subsidiary and/or controlled corporation and/or other organisation of Yours which is divested during the Period of insurance, but only in respect of claims made against such divested subsidiary, related or controlled corporation or organisation caused by or arising out of events insured against by this Policy, which occurred prior to the divestment;
- every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with your consent (but not an insured designated in this Policy) in respect of claims arising from their duties connected with the activities of any such club, organisation or service.
- each partner, joint venturer, co-venturer or joint lessees of Yours but only:
  - ❖ with respect to liability incurred as the partnership, joint venturer, co-venture, joint lease; and
  - ❖ provided the partnership, joint venture, co-venture, joint lease has been notified to us within 30 days of formation and has been endorsed on the Policy schedule;
- any director or senior executive of Yours in respect of private work undertaken by your Employees for such director or senior executive.

You/Your does not include the interest of any other person or party other than those described above.

**“Your Products”** means any goods, products and property after they have ceased to be in Your possession or under Your control which are, or have been deemed to be, manufactured, grown, extracted, produced, processed, constructed, erected, installed, repaired, serviced, treated, labelled, handled, sold, supplied, re-supplied or distributed by You (including any packaging or container thereof other than a vehicle).

Your Products also includes the design, formula, specification, directions, markings, instructions, advice or warnings given or omitted to be given in connection with such products and anything which, by law or otherwise, You are deemed to have manufactured in the course of the Business including discontinued products.

## **MAKING A CLAIM UNDER THIS POLICY**

### **YOUR OBLIGATIONS WHEN MAKING A CLAIM UNDER THIS POLICY**

As soon as You become aware of any event that is likely to result in a claim under Your Policy You must, at Your own expense:

- take all reasonable precautions to prevent further loss, damage, theft or liability;
- report the incident to the police where the incident must be reported by law;
- advise Us as soon as possible after the discovery of the event and, if requested, provide Us with a detailed and signed proof of loss with full details of the circumstances surrounding the incident;
- obtain full names, addresses and phone numbers of all drivers and passengers involved and any witnesses to the event. You will also need to obtain the vehicle registration numbers and insurance details of all vehicles involved;
- take all reasonable action to recover lost or stolen property that was in Your physical or legal control belonging to others to minimise the claim;
- as far as possible preserve any Goods or Conveying Vehicle or other items which might prove necessary or useful as evidence until We have had an opportunity of inspection;
- give Us all documentation, information, proof and assistance We may require to prosecute, defend or settle Your claim;
- tell Us as soon as possible if You receive demands, a notice of prosecution, details of any legal proceedings, inquest or similar communications from other parties involved in the event. If You delay in telling Us, we may not cover any legal or other costs that result from that delay.

#### **You must never, without Our consent:**

- admit guilt, fault or liability;
- offer or negotiate to settle any claim;
- authorise the repair or replacement of anything (other than repairs necessary to minimise or prevent further loss or Damage);
- accept any payment (including excess payments) from anyone unless We agree first.

#### **When You make a claim, You agree to:**

- provide Us with proof of ownership of any lost or damaged Vehicle or property;
- help Us manage the claim, which may include Us inspecting Your Vehicle or asking You questions, or You providing written statements to Us under oath;
- allow Us to take possession of damaged property (including the associated unexpired registration and CTP in the event of a total loss) that is the subject of a claim;



- help Us as We work to negotiate, defend or settle any claim made under this insurance and to exercise for Our benefit Your legal right of recovery against any other party;
- tell Us about any other insurance that may be relevant to the claim;
- supply a police report number for any incident that involves theft or Malicious Damage;
- pay any Excess(es) that applies to this Policy in full prior to settlement of that claim. We have no liability to You under this Policy until you have paid the applicable Excess or Excesses. If the Excess has been requested but remains unpaid, we may deduct the Excess from any settlement amount We may pay.

### **CLAIMS CONDITIONS APPLICABLE TO ALL PARTS OF THE POLICY**

#### **Inspection and Report**

Sometimes it may be necessary to arrange for a professional Inspection and Report to determine if there has been loss or damage covered by the Policy for which costs may initially be incurred by You or Us.

- If the claim is subsequently accepted as valid by Us, We will bear these costs subject to Sum Insured; and
- if the claim is not lodged or the claim is not subsequently accepted by Us, You agree to pay for these costs.

#### **Our Rights of Subrogation**

We have the right to recover any money paid by Us from any person whom You may be able to hold liable.

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

We will notify You if there is an opportunity to settle any action, claim or proceeding made against You. Where We decide to settle a claim or admit liability on Your behalf and You disagree or contest Our decision, liability will be limited to the amount which would have been accepted in full and final settlement of the claim.

You and any other party entitled to cover under this Policy must give all information and cooperation We may require.

Your failure to render the assistance required may affect Your entitlement to a claim under any section of this Policy.

We reserve the right of subrogation against any of Your subcontractors not solely and directly working under Your instructions and contract, or which have in place their own insurance arrangements covering their liability for loss or Damage to Goods they carry.

### **LATE LODGEMENT OF CLAIMS AND HOW IT AFFECTS YOUR POLICY**

#### **Additional costs for claims from third parties**

The amount of any increase to costs for claims made against You by third parties incurred for legal bills, hire cars or loss of income will not be indemnified by Us when the amount of such increase to third party costs is due to a delay by You:

- in reporting the claim; or
- in complying with the Policy conditions (which includes the supply by You of documentation requested by Us); or

#### **Changes to Your Policy premium**

When calculating Your renewal premium, all claims that occur during the Period of insurance will affect the renewal premium for the upcoming year.

In addition, if We have renewed the Policy and You report an incident or loss after We have advised renewal terms, We reserve the right to revise and alter Our renewal premium. It may also affect whether or not We choose to renew Your Policy.

### **DEFINITIONS APPLICABLE TO ALL PARTS**

**“Aircraft”** means other than model aircraft, any vessel, craft, device, thing, including unmanned aerial vehicles (UAV) and or balloons used for advertising or promotional purposes, made or intended to fly or move in or through the atmosphere or space.

**“Australia”** means Australia, its dependencies and territories.

**“Business”** means all Your usual activities and operations as a Transport Operator and includes:

- the ownership, tenancy or occupation of Your premises;
- private work carried out with Your consent for any of Your directors, partners, or, senior officials by an Employee;
- the provision or management of canteen, social or sports organisations for Employees; and
- the provision of Your own internal fire, first aid, medical, security and ambulance services.

**“Employee”** means any person under a contract of service or apprenticeship with You;

- any person hired or borrowed by You from another employer under an agreement by which the person is deemed to be employed by You;
- any person under a work experience or similar scheme while engaged and working under Your direction and control in connection with and in the course of the Business.

**“Excess”** means the uninsured first portion of each and every Claim that You must pay. The amount of the Excess is shown in the Policy schedule.

**“Event”** means one incident or all incidents of a series consequent on, or attributed to, one source or original cause.

**“Flood”** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

**“Hovercraft”** means any vessel, craft or device made to float on or in, or travel on or through the atmosphere or water on a cushion of air provided by a downward thrust.

**“Limit of liability”** means the limit of liability shown on Your Policy Schedule.

**“Medical Persons”** means medical doctors, medical nurses, dentists and first aid attendants.

**“Period of insurance”** means the period stated in the Policy schedule, or any shorter period arising due to cancellation of this policy.

**“Policy”** means this document, the Policy schedule and any other documents that parties agree in writing will form part of the policy (e.g. an Endorsement).

**“Policy Schedule”** means the document We provide that states which sections of the Policy which apply, the Sums Insured, Limits of liability and/or Excesses selected, the Period of insurance and any special terms or endorsements applicable to Your insurance.

**“Pollutants”** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

**“Act of Terrorism”** includes any act which may or may not involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.

**“Tool of trade”** means the use or operation of a Vehicle and/or equipment, tool or apparatus which forms part of the Vehicle, but only whilst being used for its designed purpose of digging, boring, drilling, compacting, grading, scraping, shovelling, levelling, clearing, harvesting, ploughing, pumping, spraying, compacting, vacuuming and other similar activities other than for driving on the road.

**“Transport Operator”** means an individual, company or partnership legally performing the activity of transporting goods or freight or people by road using Vehicles for fare and reward.

**“Watercraft”** means any vessel or craft made to or intended to float on or in or travel on or through or under water.

**“We”, “Our” or “Us”** means ATL Insurance Group Pty Ltd as agents of Hollard. All contact in respect to this Policy should be directed to ATL Insurance Group Pty Ltd.

**“You” or “Your”** means the person(s), companies or firms named on the current Policy schedule as the “Insured”.

## EXCLUSIONS APPLICABLE TO ALL PARTS

### We will not pay:

- for any claim for accidental loss, damage or legal liability arising from:
  - ❖ war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or by contamination or pollution by chemical, biological or nuclear agents;
  - ❖ ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, the combustion of nuclear fuel (including any self-proclaimed process of nuclear fission) or nuclear weapons material.
- for any damage to property, legal liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:
  - ❖ any Act of Terrorism regardless of any cause or event contributing concurrently or in any other sequence to the damage to property, legal liability, loss, damage, cost or expense; or
  - ❖ any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.
- for any claim for accidental loss, damage or legal liability arising from:
  - ❖ a deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused by or involving you or any person who is acting with your express or implied consent.
- for any Loss or damage howsoever caused due to the infection of property, humans, animals or other living creatures by infectious matter, or the spreading or releasing thereof, by You, whether accidentally, knowingly, wilfully, maliciously or otherwise including any losses caused by a disease listed in *Biosecurity Act 2015* (Cth) (including amendments) or listed under any subsequent amendment, replacement or successor legislation of the Commonwealth of Australia including delegated legislation.

## **CONTACTING US**

ATL Insurance Group Pty Ltd

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