



# Commercial Motor Insurance

Underwritten by certain underwriters at Lloyd's and other insurers

Product disclosure statement and commercial motor insurance policy



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## **About the Commercial and Heavy Motor Insurance Product Disclosure Statement and Policy**

This Product Disclosure Statement (PDS) is designed to help you understand the Commercial and Heavy Motor Insurance Policy and to provide you with sufficient information to enable you to make an informed choice about whether to buy this insurance. It sets out some important information about the Policy, including its features, benefits and costs as well as important information about your rights and obligations including the duty of disclosure, the cooling off period, privacy, complaints handling and the General Insurance Code of Practice. Please read this PDS carefully together with the Policy Wording which attaches to and forms part of this PDS and contains full details of the coverage, the exclusions and the terms and conditions applying to this insurance.

Preparation Date of this PDS: 8 August 2016

### **About the Insurer**

This PDS and Commercial and Heavy Motor Insurance Policy are issued by Fleetsure Pty Ltd ABN 78 078 661 220 AFSL 238151 as coverholder on behalf of certain Underwriters at Lloyd's and Berkley Insurance Company. Details of the Lloyd's syndicate numbers and proportions of this insurance for which each of the Lloyd's Underwriters and Berkley Insurance Company are liable may be obtained from Fleetsure Pty Ltd.

### **About Fleetsure Pty Ltd**

Fleetsure Pty Ltd ABN 78 078 661 220, AFSL 238151, is a specialist commercial and heavy motor vehicle underwriting agency. Since 2001 Fleetsure Pty Ltd has been providing insurance brokers with alternative and innovative insurance solutions for the Australian road transport industry.

Fleetsure Pty Ltd have developed a deserved reputation in the insurance and transport industries as a leader in their chosen field.

### **Contact Details**

#### **Address:**

Level 3, 131 Clarence Street  
Sydney NSW 2000

#### **Postal:**

PO Box R1940  
Royal Exchange NSW 1225  
Telephone: +61 2 9299 5777  
Facsimile: +61 2 9290 1222

### **Your Cover**

Your Policy Schedule nominates the cover which applies.

#### **Comprehensive Cover**

When Your Policy Schedule nominates Comprehensive Cover, the following Policy Sections apply:

- (a) Section 1 Your Vehicle; and
- (b) Section 2 Third Party Cover.

#### **Third Party Fire and Theft Cover**

When Your Policy Schedule nominates Third Party Fire and Theft Cover:

- (a) Section 1 Your Vehicle applies, but cover is limited to loss or damage due to fire or theft; and
- (b) Section 2 Third Party Cover applies.

#### **Third Party Cover**

When Your Policy Schedule nominates Third Party Cover:

- (a) Section 1 Your Vehicle does not apply.
- (b) Only Section 2 Third party Cover applies.

## Section 1: Loss, damage or theft of your vehicle

Section 1 Your Vehicle provides cover up to the Sum Insured for loss or damage to Your Vehicle due to Accident, fire, hail, flood, storm, earthquake, theft, attempted theft, or malicious damage occurring during the Period of Insurance.

### Section 1 also provides the following Additional Benefits

#### For all covers

- Removal of debris up to \$100,000
- Car sharing
- Automatic additions of additional or replacement vehicles up to \$500,00
- Waiver of subrogation
- Choice of repairer

#### For Comprehensive cover only

- Towing cost following an accident
- Emergency repairs up to \$3,000
- Redelivery of your vehicle up to \$5,000
- Recovery cost following theft up to \$10,000
- Driver Repatriation up to \$5,000
- Signwriting - replacement cost
- Hire cost following theft up to \$5,000
- Expediting Costs up to \$5,000.
- Personal Property up to \$5,000 cover does not include money securities, jewellery, furs, mobile phones, laptop computers, tools of trade, GPS and portable music devices
- Funeral expenses up to \$10,000
- Locks and keys replacement and/or recoding up to \$5,000
- Fire brigade or emergency service charges up to \$50,000
- Glass windscreen and windows excess free for vehicles less than 3,500 kilogram gross vehicle mass
- Tyre replacement - market value
- Lifetime repair guarantee
- Vehicle recovery cost up to \$50,000
- Non owned trailer up to \$100,000
- Your contribution for general marine average and salvage charges up to the Sum Insured, whether or not Your Vehicle suffers loss or damage under Section 1

#### Total Loss Benefits

- In the event your vehicle becomes a total loss:
- New vehicle replacement for vehicles with a GVM of 12,000kg or less provided your vehicle is less than two (2) year old from 1st registration
- Finance Payout up to 25% above the agreed total loss amount subject to certain conditions.
- 20% or up to \$5,000 above the agreed total loss amount for unfinanced vehicles between 2 to 10 years, subject to certain conditions
- Agreed sum insured for vehicles above 12,000kg gross vehicle mass provided Your Vehicle is less than two (2) year old from 1st registration

## Section 2: Third party liability (applicable to registered vehicles only)

Third Party Cover provides cover up to the Sum Insured for:

Your legal liability to pay for loss or damage to third party property occurring during the Period of Insurance arising out of the use of Your Vehicle.

Your legal liability for death or bodily injury to others which results from an Accident occurring during the Period of Insurance and arises out of the use of Your Vehicle. This is supplementary cover and is subject to the limitations as described in the Policy Wording.

### General Extensions

These General Extensions provide:

- (a) No fault Excess waiver subject to conditions.

### Exclusions - When you are not covered

Exclusions apply and they are set out the Policy Wording and may also be set out in Your Schedule.

## Policy Conditions

Coverage under Sections 1 and 2 is subject to the Claims Conditions and General Conditions set out in the Policy Wording and may also be set out in Your Schedule.

## Claims Conditions

Claims Conditions explain what You must do if it becomes likely that You will make a claim and your obligations when a claim is made. They set out:

- (b) Your obligations in the event of Accident, theft or malicious damage.
- (c) claim notification procedures.
- (d) Your claim responsibilities.
- (e) Our rights and responsibilities in relation to handling Your claims.
- (f) Your co-insurance obligations which may lessen the Sum Insured.
- (g) depreciation and contribution requirements.
- (h) Your obligation to pay the Excess and the types of Excess payable.
- (i) Your obligation to obtain our authorisation before carrying out repairs.
- (j) Our entitlements in respect of salvage.
- (k) Our entitlements in the event of Total Loss.

## General Conditions

- (l) Your obligation to give written notice of any material alteration to the risk.
- (m) Your obligation to obtain your driving history record within 14 days of a request from Us.
- (n) Your obligation to use due diligence and take all reasonable measures to maintain all Vehicles and Accessories in sound efficient working condition and to comply with all statutory obligations, regulations and by-laws.
- (o) how GST affects Your Policy and Your obligation to inform Us as to Your Input Tax Credit entitlements.
- (p) Our entitlements to inspect and examine any Vehicle.
- (q) that Your Policy only protects Your interests and such other interests as are notified to and accepted by Us.
- (r) Our maximum liability is the relevant Sum Insured as shown in Your Policy Schedule or any sub-limit shown in Your Policy Wording.
- (s) Your obligations in respect to payment of premium by the due date for cover to be available to You.
- (t) Your rights and obligations in respect of Policy cancellation and Ours

## Policy Costs

The premium is calculated taking into account certain factors including:

- whether you choose Comprehensive Cover, Third Party Fire and Theft Cover or Third Party Cover.
- the number and type of Vehicles You insure.
- Sums Insured.
- Your claim and loss history whether or not a claim was lodged.
- the Excess or Aggregate Deductible You choose.
- Whether Your Vehicles are driven locally, intrastate or interstate.
- The amount and type of goods You carry.

The premium also includes amounts payable in respect of government taxes and charges such as FSL, stamp duty and GST.

## Excess

When you make a claim, an Excess applies. The Standard Excess is stated in Your Policy Schedule. Other Excesses which may apply are as set out in Your Policy Schedule, the Claims Conditions of this Policy Wording or any Endorsement. Other Excesses which may apply are:

- An Age and Inexperienced Driver Excess
- Tipping Hoist Excess
- Imposed Excess
- Outside Radius Excess
- Aggregate Deductible

## Cooling-off Period

If, for any reason, You decide that You do not require the Policy, and no claim has been made under the Policy, you have the right to cancel and return the Policy to Us within 14 days, which starts on the earlier of:

- The date you received confirmation of the Policy; or
- The end of the fifth day after the Policy was issued to you.

If You cancel within this 14 day period, We will refund the premium You have paid unless You have made a claim.

### **Code of Practice and Complaints Handling**

This insurance is subject to the standards set out in the Insurance Council of Australia's General Insurance Code of Practice ([www.codeofpractice.com.au](http://www.codeofpractice.com.au)), apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. One of the objectives of the Code is to commit us to high standards of service. Any enquiry or complaint relating to this Insurance should be referred to the Fleetsure Pty Ltd. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should contact:

#### **Lloyd's Underwriters' General Representative in Australia**

Level 9  
1 O'Connell Street  
Sydney NSW 2000  
Telephone Number: (02) 8298 0753  
Facsimile Number: (02) 8298 0788  
Email: [idaustralia@lloyds.com](mailto:idaustralia@lloyds.com)

Your complaint will generally be reviewed by their office if it falls within the Terms of Reference of the Australian Financial Ombudsman. Otherwise, your matter will be referred to the Complaints Team at Lloyd's based in the UK.

If your dispute remains unresolved you may be referred to the Financial Ombudsman Service Limited (FOS) under the terms of the General Insurance Code of Practice. FOS can be contacted on 1800 367 287 or GPO Box 3 Melbourne, Victoria 3001 or [www.fos.org.au](http://www.fos.org.au). For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

The Underwriters accepting this Insurance agree that:

- if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- any summons notice or process to be served upon the Underwriters may be served upon:

#### **Lloyd's Underwriters' General Representative in Australia**

Level 9  
1 O'Connell Street  
Sydney NSW 2000

who has authority to accept service;

- if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court. In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

#### **Claims Management Australasia**

Postal Address: PO Box 6009, Dural Delivery Centre, NSW 2158  
Telephone: 1300 133 903  
Email: [claims@fleetsure.com.au](mailto:claims@fleetsure.com.au)

### **Privacy Statement**

Fleetsure Pty Ltd handles your personal information with care and in accordance with the Privacy Act 1988 and the Australian Privacy Principles. We collect personal information about you to provide you with insurance and insurance related services. We may disclose your personal information to third parties for the purposes described in our Privacy Policy, including related entities, insurers, reinsurers, agents and service providers, some of whom may be located in the United Kingdom and India. By asking us to provide you with insurance and insurance related services, you consent to the collection, use and disclosure (including overseas disclosure) of your personal information for the purposes described in our Privacy Policy. Where you provide personal information about others, you represent to us that you have made them aware of that disclosure and of our Privacy Policy and that you have obtained their consent. If you do not consent to provide us with the personal information that we request, or withdraw your consent to the use and disclosure of your personal information at any stage, we may not be able to offer you the products or provide the services that you seek. For information about how to access and or correct the personal information we hold about you or if you have any concerns or complaints, ask us for a copy of our Privacy Policy or visit [www.fleetsure.com.au](http://www.fleetsure.com.au).

### **Australian Terrorism Insurance Act 2003 Notice**

The Underwriters have treated this Insurance (or part of it) as an Insurance to which the Australia Terrorism Insurance Act 2003 (ATIA) applies.

ATIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this Insurance is subject shall not apply to any "eligible terrorism loss" as defined in ATIA.

Any coverage established by ATIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident".

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged.

If any or all of the Underwriters have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Underwriters will not be liable for any amounts for which they are not responsible under the terms of ATIA due to the application of a "reduction percentage" as defined in ATIA which results in a cap on the Underwriter's liability for payment for "eligible terrorism losses".

## Commercial and heavy motor insurance policy wording

### Our Agreement

After You have paid or agreed to pay the premium, including Endorsement premiums, We will insure You against loss, damage or liability as provided by Your Policy from an event which occurs during the Period of Insurance. Your Policy sets out Our Agreement with You.

### Your Cover

Your Policy Schedule nominates the cover which applies.

### Comprehensive Cover

When Your Policy Schedule nominates Comprehensive Cover, the following Policy Sections apply:

- (e) Section 1 Your Vehicle; and
- (f) Section 2 Third Party Cover.

### Third Party Fire and Theft Cover

When Your Policy Schedule nominates Third Party Fire and Theft Cover:

- (g) Section 1 Your Vehicle applies, but cover is limited to loss or damage due to fire or theft; and
- (h) Section 2 Third Party Cover applies.

### Third Party Cover

When Your Policy Schedule nominates Third Party Cover:

- (i) Section 1 Your Vehicle does not apply.
- (j) Only Section 2 Third party Cover applies.

## Words with special meanings

Some key words and terms used in this Policy have a special meaning.

If words and terms are only used in just one Section of the Policy, we will describe their special meaning in that Section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

#### **Airfield**

An area of land set aside for the take-off, landing, taxiing, parking and maintenance of aircraft.

#### **Airside**

The section of an airfield where aircraft are situated and operated.

#### **Fleetsure**

Fleetsure Pty Ltd  
ABN 78 078 661 2200; AFSL 238151

#### **Dangerous goods**

Goods as defined by The Australian Code of the Transport of Dangerous Goods by Road and Rail.

#### **Gross combination mass**

The maximum legally allowed weight of your truck and trailer combination including the goods legally carried by that combination.

#### **Gross vehicle mass**

The maximum allowed weight of your vehicle and the goods it can legally carry.

#### **Market value**

The cash value of a vehicle of the same age, type and condition, in your local area, but excluding costs and charges for registration, stamp duty transfers and any dealer warranty costs.

**Period of insurance**

The period shown in the Policy Schedule.

**Policy Schedule**

The Schedule of insurance or any endorsement Schedule we give you.

**Total loss**

Your vehicle will be declared a total loss if

- (a) the cost of repairing the vehicle plus the value of the salvage (if applicable) exceeds the sum insured or market value whichever is the lesser, or
- (b) your vehicle is stolen and not recovered within a reasonable period of time.

Both (a) and (b) above will be determined by us.

**We, our, us**

Insurers and/or Underwriters as shown in Your Policy Schedule

**You, your**

The person(s), companies or firms named on the current Policy Schedule as the 'Insured'.

**Your vehicle**

Any type of machine on wheels or self laid track made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine that is owned, hired, leased, rented, loaned, borrowed or used by you.

**This part contains the following sections:**

Section 1: Loss, damage or theft of your vehicle

Section 2: Third party liability

## Section 1: Loss, damage or theft of your vehicle

### What you are insured against

We cover you against theft, attempted theft, accidental loss or damage to the following, occurring during the period of insurance depending on the type of cover you have selected:

- (a) Your vehicle/s as declared to us at the commencement of any period of insurance
- (b) Original manufacturer's standard accessories, standard tools, standard appliances or standard options
- (c) Any additional fixed (built in) equipment or fixed accessories used for your business provided that the values of such accessories are included within the sum insured for your vehicle.
- (d) Any additional equipment or accessories provided they have been advised to us and we have agreed to cover them.

The most we will pay in aggregate under Section 1 for the total of any number of losses arising out of the one event is \$4,000,000.

### What we will pay

**Basis of settlement**

We will, at our option, repair, reinstate or pay the amount of the loss of or damage to your vehicle and items referred to in items (b), (c) and (d) above under 'What you are insured against', at the time of such loss or damage, provided such payment does not exceed the market value or the sum insured whichever is the lesser amount, or agreed value depending on the cover stated on the Policy Schedule.

If it is necessary to repair your vehicle to a better condition than it was in before the loss or damage, then we may ask you to contribute the additional amount to repair it to the better condition.

We are entitled to replace damaged parts with new parts or used parts of similar age and condition to those being replaced.

**Salvage**

If your vehicle is declared a total loss and we pay according to the cover provided by this Policy, we will provide you the right to purchase the salvage at the value set by us. Or you must allow us to take possession of your damaged vehicle. If we do not take possession of your damaged vehicle, you cannot abandon your responsibilities for it.

**Unavailable parts**

In the event of an incident covered under this Policy, should any part of your vehicle and/or other insured property become unavailable in Australia, we will reimburse you, in accordance with the basis of settlement under 'What we will pay - Basis of Settlement', but in no circumstances will we be liable for more than the cost of the parts plus the cost of freighting such parts by sea transport or up to \$5,000 for standard air freight.

Should the cost of these parts plus the cost of the repairs exceed the sum insured or market value whichever is the lesser, we reserve the right to declare the vehicle a total loss.

## Financier

If your vehicle is the security for any finance agreement, then:

- we have the right to make claim payments to the financier, and
- any payment made to the financier will satisfy our obligation to you under this Policy for the amount paid.

## Section 2: Third party liability (applicable to registered vehicles only)

### What you are insured against - damage to property

#### Property damage

Provided your vehicle is registered in accordance with the requirements of State and or Territory laws, we will cover the amount you may be held legally liable to pay for accidental damage to property belonging to others excluding goods carried caused by or arising out of:

- the use of your vehicle or any trailer or caravan attached to your vehicle, whether or not it belongs to you
- goods falling from your vehicle
- the transportation of Dangerous Goods as defined. The maximum amount we will pay under this clause is \$1,000,000 unless specified elsewhere in your Policy Schedule
- any person who is driving, using or in charge of your vehicle with your permission as if they were you and provided they are not entitled to indemnity under any other policy or statute and provided such cover is not otherwise excluded.

#### Pollution cleanup costs

If there is no other indemnity available under this Policy, cover is extended to include your legal liability to cleanup or pay cleanup costs following sudden or unforeseen pollution or contamination of water, land or the atmosphere following an identifiable event under the policy. The maximum amount we will pay under this clause is \$1,000,000.

#### Substitute vehicle

We cover your legal liability to pay for accidental damage to property (otherwise covered under this Section) by a vehicle being used by you as a substitute vehicle while your vehicle is being serviced, repaired or is not drivable.

We give you this benefit only if:

- one substitute vehicle is being used at any one time in place of your vehicle,
- the substitute vehicle is not already covered under another insurance policy, and
- the substitute vehicle is not owned by you and you have the owners permission to drive the vehicle.

#### Your employer's or principal's liability

We will cover the amount your employer, principal or partner may be held legally liable to pay for accidental damage to property (which is otherwise covered under this Section) while you are using your vehicle on their business as long as it is not a use that is excluded by this Policy.

#### Your liability as principal

We will cover your legal liability to pay for accidental damage to property belonging to others in respect of any motor vehicle not owned or supplied by you or hired to you, which is in the charge of, or is being driven by a person authorised to use the motor vehicle on your behalf, and in connection with your business.

#### Supplementary Bodily Injury

We will cover any legal liability incurred by You for death or bodily injury to others which results from an Accident occurring during the Period of Insurance and arises out of the use of Your Vehicle.

However, We will not pay:

- (a) If You are entitled to be partially or wholly compensated by any statutory compulsory insurance or other insurance or fund, or accident compensation scheme; or
- (b) Any amount which is below the excess or deductible amount of any statutory compulsory insurance or other insurance or fund, or accident compensation scheme; or
- (c) For any amount in excess of that recoverable under any such statutory compulsory insurance or other insurance or fund or scheme; or
- (d) For any claim for which You would have been partially or wholly compensated, but for Your failure to insure or register Your Vehicle or lodge a claim in accordance with a requirement of any statutory compulsory insurance or other insurance or fund, or accident compensation scheme, or comply with any other term or condition; or
- (e) Liability for or arising out of death or bodily injury including loss of consortium to any:
  - (i) person driving or in charge of Your Vehicle; or

- (ii) of Your employees, partners, co- directors, or family members, or persons with whom You ordinarily reside; or
- (iii) person if Your Vehicle is registered in the Northern Territory of Australia; or
- (iv) arising from any industrial award, employment agreement or similar agreement or determination.

### **Legal costs**

We will cover your reasonable legal costs and expenses in defending or settling claims if you have our agreement in writing. We pay this in addition to the amount payable under 'Damage to property' and 'Supplementary bodily injury'.

### **What we will pay**

The maximum amount we will pay under Section 2 in respect of all claims arising out of one incident or series of incidents arising out of one cause or event will not exceed:

- the amount stated in Section 2, for the transportation of Dangerous Goods \$1,000,000 or Pollution \$1,000,000 where they apply, or
- \$32,500,000 for other losses, any one event under Section 2.

## **What you are not insured against**

### **Property damage - property in your care, custody or control**

We do NOT cover the legal liability of you or the driver of your vehicle, for damage to any property belonging to you or the driver of your vehicle or any property belonging to any other party in your or the driver's care, custody or control, except for premises leased or rented to you or where specified in Additional benefits for non owned trailers.

However, we will not treat your employees' or visitors' vehicles including their contents while contained within a car park owned, operated or provided by you, as property in your care, custody or control.

## **Additional benefits**

We give these Additional Benefits following loss or damage to your vehicle covered under this Policy depending on the type of cover you have selected:

### **Automatic additions and deletions - applicable to all types of cover**

We will provide cover automatically for any vehicle of a like kind or of a similar nature to vehicles already insured under this Policy which you acquire during the current period of insurance and in which you acquire an insurable interest from the time such insurable interest is acquired, provided:

- (a) the maximum amount of cover is limited to \$500,000 per vehicle, being the purchase or the market value at the time of purchase, whichever is the lesser, and
- (b) the premium will be adjusted at the end the period of insurance for:
  - any increase or decrease in the number of vehicles, and/or
  - any increase or decrease in the asset value of your motor vehicles, relating to the sale or acquisition in vehicle numbers, whichever applies to the method of calculation of your premium at the beginning of that period of insurance,
- (c) where the adjustment is subject to re-evaluation based on existing assets there will be no premium adjustment on those vehicles,
- (d) where any vehicles, acquired by virtue of the purchase or other acquisition of, or the formation of any company or firm or business (including the purchase or acquisition of the business of any sole trader or sub-contractor) or any vehicles acquired or hired by you from any of your sub-contractors, that grow your vehicle numbers by 10% or more on the current numbers, will not be treated as newly acquired vehicles purchased or hired by you, as required by this Additional cover - Automatic additions to your fleet of vehicles,
- (e) where the premium is to be adjusted based on a reduction of vehicle numbers there will be no refund of premium allowed unless the vehicles have been sold and are no longer owned by you or any subsidiary or associated company of yours. Also if your vehicles reduce by more than 10% then any adjustment will be based on prorate for the period of cover,
- (f) the additional or return premium will be 50% of the annual premium applicable to the increase or decrease in assets and/or vehicle numbers if not otherwise stated above.

### **Choice of repairer - applicable to all types of cover**

You may choose any licensed repairer to repair your vehicle. However we may invite, accept, adjust or decline estimates or arrange to move your vehicle to another repairer acceptable to both of us.

### **New vehicle replacement - applicable to Comprehensive cover only**

Where your vehicle is a sedan, station wagon, panel van, 4x4, utility or truck with gross vehicle mass not

exceeding 12,000 kilograms or a minibus with a carrying capacity of not greater than 15 persons, we will replace your vehicle with a new vehicle of the same make, model or series so long as it is available in Australia and:

- your vehicle is a total loss, and
- you purchased it new from the manufacturer or their dealer, and
- your vehicle is less than 24 months old from when it was first registered, and
- where your vehicle is financed, your financier has given us written consent.

If a new replacement vehicle is not available, we will replace your vehicle with the nearest equivalent vehicle available, so long as it is available in Australia. If we cannot agree on a replacement vehicle, we will pay you the amount it would cost to buy a new vehicle the same as, or a near equivalent of, the vehicle which needs replacing.

If an Excess is applicable it is payable to us before we replace your vehicle.

We also pay the registration for the period registered but not exceeding 12 months, stamp duty and dealer charges on the new vehicle but any refund of registration fees or stamp duty applicable in respect to the old vehicle must be refunded to us.

Where your vehicle does not meet all of the criteria above, all total loss claims will be settled on the declared sum insured or the current market value at the time of the loss or damage, whichever is the lesser.

Where you choose to insure the replacement vehicle with us and we accept the risk, we will charge you a pro rata premium from the date of acceptance to the expiry date of the Policy.

### **Agreed sum insured - applicable to Comprehensive cover only**

Where your vehicle has a gross vehicle mass of 12,000 kilograms, or greater and provided the age of the vehicle at the time of such loss or damage, was not in excess of 24 months from the date of original registration as a new vehicle, by you, we will, in the event of your vehicle being classed as a total loss under this Policy, pay the sum insured declared to us, as the value of the unit at the commencement of the current period of insurance.

### **Lease, hire purchase or financial agreement payout - applicable to Comprehensive cover only**

Where:

- your vehicle is declared a total loss, and
- your vehicle is subject to a lease, hire purchase or any financial agreement through a financial institution directly related to financing of the vehicle purchase, and
- the payout amount exceeds the agreed total loss amount,

we will pay:

- the agreed total loss amount, plus,
- an additional amount of 25% of the agreed total loss amount, provided
- this amount and the total loss amount do not exceed the financial payout figure,
- that any payment over the agreed total loss amount does not include any amounts that are in arrears at the time of loss,
- that any additional payment over and above the agreed total loss amount will include any discounts applicable for full payment of the financial contract.

### **Total loss unfinanced vehicle agreed settlement value - applicable to Comprehensive cover only**

Where:

- Your vehicle is a sedan, station wagon, panel van, utility or 4WD with a gross vehicle mass of 3,500 kilograms or less, or any motorised goods carrying vehicle, and
- your vehicle is declared a total loss, and
- your vehicle is not subject to a lease, hire purchase or any financial agreement through a financial institution directly related to financing of the vehicle purchase, and
- your vehicle is in excess of 24 months of age and less than 10 years of age from the date of original registration as a new vehicle,

we will pay:

- the agreed total loss amount, plus
- an amount being the lesser of \$5,000 or 20% of the agreed total loss amount.

### **Windscreen or window glass excess free - applicable to Comprehensive cover only**

If you sustain a loss to a windscreen or window glass only, no excess will apply if your vehicle is a sedan, station wagon, panel van, utility or 4WD with a gross vehicle mass less than 3,500 kilograms.

### **Emergency Repairs - applicable to Comprehensive cover only**

We will cover the cost of emergency repairs up to \$3,000 where a loss covered under the Policy requires these repairs for your vehicle to be drivable.

### **Towing costs - applicable to Comprehensive cover only**

We will cover the costs of towing your vehicle, plus the reasonable cost of protecting your vehicle:

- to the nearest repairer, or your preferred repairer within 200 kilometres of the place of loss or damage if such loss or damage occurs more than 200 kilometres from the vehicles depot.
- to a place of safety, or
- to any other place that we first approve following loss or damage covered under this Policy.

### **Redelivery - applicable to Comprehensive cover only**

We will cover you for up to \$5,000 to return your vehicle to its normal parked address, following repairs to your vehicle provided:

- the repairs were required following loss or damage covered under this Policy
- the situation where your vehicle was repaired was more than 150 kilometres from your vehicle's normal parked address.

### **Hire cost following theft - applicable to Comprehensive cover only**

If your vehicle is stolen we will cover you up to a maximum of \$5,000 for the reasonable costs of hiring a similar vehicle provided:

- we do not pay for hiring charges incurred after the date of recovery of your vehicle if it can be driven,
- cover stops once we pay a claim, or the vehicle is repaired if un-drivable.
- You will need to organise and pay for the hire vehicle. We are not responsible for ensuring that a hire car is available. You must also give us a copy of the rental agreement and any receipts for the hire car before we will reimburse you.

We do not pay for:

- running costs, including the costs of fuel
- damage to the hire vehicle
- any insurance, insurance excess or other costs you may be liable for under the hire rental agreement.

### **Recovery costs following theft - applicable to Comprehensive cover and Third Party Fire and Theft**

If your vehicle is stolen and found we will cover you for up to \$5,000 to return your vehicle to its normal parked address.

### **The cost of repatriating your driver following theft or accident - applicable to Comprehensive cover only**

We will cover you up to a maximum of \$5,000 for the reasonable costs of overnight accommodation and returning an insured driver to the point of departure or at your option to the driver's destination provided:

- your vehicle was more than 150 kilometres from its normal parked address or point of departure at the time of the loss or damage, and
- the vehicle was being used in connection with your business, and
- the costs involved do not relate to emergency medical transportation, and
- you had not intended to pay for overnight accommodation in any event.

### **Removal of vehicle debris - applicable to all types of cover**

We will cover you up to a maximum of \$50,000 for the necessary and reasonable costs which you are legally liable to pay to clean up and remove any vehicle debris. This is limited to the vehicle itself and does not include any goods falling from your vehicle.

### **Sign writing - applicable to Comprehensive cover only**

We will cover you for loss or damage to sign writing or fixed advertising signs or materials forming a permanent part of your vehicle at the time of the loss or damage.

### **Non owned trailers - applicable to Comprehensive cover only**

We will cover your legal liability for damage to trailers under your control not owned, leased or rented by you and belonging to a principal, provided that:

- (a) the trailer is attached to your vehicle and used in the course of your business,
- (b) an excess of \$2,500 or the amount specified in the schedule (whichever the greater) will apply to each and every event giving rise to a claim, and

- (c) the amount of the excess will be increased by 100% if the event given rise to the claim occurs while any tipping hoist is fully or partially raised.

The amount of the cover is limited to \$100,000 or market value whichever is the lesser in total any one incident, unless a higher limited is noted on the Policy Schedule.

#### **Driver's personal property - applicable to Comprehensive cover only**

We will cover the loss or damage to wearing apparel and personal property (excluding tools of trade) not otherwise insured belonging to your driver while contained in the vehicle provided:

- (a) money, securities, jewellery, furs, mobile phones, personal music devices, portable GPS and laptop computers are excluded from this cover, and
- (b) the maximum amount we will pay is limited to \$5,000 arising from any one incident.

#### **Locks and keys - applicable to Comprehensive cover only**

If your keys are lost, destroyed or damaged, or if there are reasonable grounds to believe the keys may have been illegally duplicated, we will pay the costs of replacing and/or recoding the locks and/or keys. We will pay up to \$5,000 during any one period of insurance and this benefit is not subject to loss or damage to the vehicle covered under the Policy.

#### **Vehicle recovery costs**

Where your motor vehicle becomes unintentionally immobilised on a work site or in a physical situation whilst being used as part of your normal business operations we shall cover the cost of recovery or removal toward mobilisation of your motor vehicle.

We will not pay for immobilisation as a result of electronic, electric, or mechanical failure or malfunction, or normal wear and tear.

At all times we will pay a maximum of \$25,000 during the Period of insurance for this Additional benefit.

#### **Fire brigade and/or emergency services charges - applicable to all types of cover**

If we agree to pay a claim under the Policy and you are legally liable for fire extinguishment costs charged by the Fire Brigade or emergency services costs, we will pay up to \$25,000 during any one period of insurance and this benefit is not subject to loss or damage to the vehicle covered under the Policy.

#### **Tyre replacement - applicable to Comprehensive cover only**

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

#### **Funeral expenses and Grief Counselling - applicable to Comprehensive cover only**

As a result of an accident in an insured vehicle covered under the Policy your driver sustains a fatal injury, whether or not death occurs at the time of the loss we agree to pay for associated burial or cremation costs and include travel costs within Australia for the deceased driver, spouse and children and further reimburse costs associated with grief counselling for the spouse and children of the deceased driver. This benefit will not be reduced by any accident compensation and we will pay up to \$10,000 in total any one period of insurance.

#### **Uninsured motorist's benefit - applicable to Third Party Fire and Theft or Third Party Property Damage cover only**

At our option we will either repair your vehicle to its condition immediately prior to the time of loss or pay you the cost of repairs to your vehicle resulting from accidental loss or damage to your vehicle, if you can satisfy us that the accident which gave rise to the claim was totally the fault of the driver of another vehicle and:

- you tell us the registration number of the other vehicle and the name and address and contact number of the driver of the other vehicle, and
- at the time of the loss or damage the driver of the other vehicle was not insured for their third party liability, and
- at the time of the loss or damage the other vehicle was not owned or registered in your name or in the name of a person who is a relative of yours or any person with whom you normally reside.

The maximum amount we will pay under this benefit for all claims from any one accident or series of accidents arising out of the one cause or event is the lesser of \$5,000 or the market value of your vehicle at the time of the loss or damage.

If we pay you the market value of your vehicle, then your vehicle in its damaged condition will (at our option) become our property.

#### **Maritime liability - applicable to Comprehensive cover only**

If your vehicle is being transported by sea between Australian ports, we will cover you for your contribution for your vehicle if 'general average' is declared.

General average is declared when goods or cargo are thrown overboard or other steps are taken to safeguard the vessel and the remaining property on the vessel. All cargo owners share the expenses or salvage costs incurred by a ship owner in preserving the vessel and cargo including claims costs incurred by cargo owners.

### **Waiver of subrogation - applicable to all types of cover**

We will not seek recovery between the persons, companies or firms named in the Policy Schedule as the insured.

### **Breach of general policy conditions - applicable to all types of cover**

A breach or non-compliance with any general policy condition without the knowledge of you or any responsible officer will not affect your right to the cover under this Policy. However where you or any responsible officer becomes aware of such breach or non-compliance you will notify us immediately. If the risk is acceptable to us we will insure it for the remainder of the period of insurance and you will pay any extra premium we may require and comply with any additional conditions we may impose.

## **Exclusions - when you are not covered**

### **General exclusions applying to all Sections of this Policy**

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public or local authority.
2. Any act(s) of terrorism  
For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
  - involves violence against one or more persons, or
  - involves damage to property, or
  - endangers life other than that of the person committing the action, or creates a risk to health or safety of the public or a section of the public, or
  - is designed to interfere with or to disrupt an electronic system.
3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

### **Sanction Limitation and exclusion clause**

You are not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

### **Additional exclusions applying to all Sections of this Policy**

This Policy does not cover:

1.
  - damage to your vehicle's tyres caused by application of brakes, road punctures, cuts or bursting,
  - damage, failure or breakdown of your vehicles structural, electrical or mechanical parts, unless caused as a result of an accident covered under the type of cover you have selected or by people acting maliciously,
2. loss of or damage to your vehicle due to depreciation, wear, tear, rust or corrosion,
3. loss of or damage to your vehicle or any resultant mechanical damage:
  - (i) due to failure or breakdown of a structural, electrical, mechanical or electronic nature, or
  - (ii) to any part of your vehicle due to faulty design or workmanship, or
  - (iii) due to you driving the vehicle after a collision, unless you could not reasonably be expected to know that driving the vehicle after an accident could cause such additional damage,
  - (iv) caused by loss of oil or coolant unless your vehicle is being driven by a thief.

However, we will cover damage directly caused by a collision or fire, to your vehicle, resulting from such failure, as mentioned under 3(i) or 3(ii) above.

4. any additional costs, such as but not limited to, hire car costs (other than those covered elsewhere in this Policy), because you cannot use your vehicle even though your vehicle may not be available following loss or damage covered under this Policy,
5. loss of or damage to your vehicle or liability if your vehicle is used in an unsafe or unroadworthy condition unless such condition could not reasonably be detected by you. This exclusion will not apply if you prove that the loss, damage or liability was not caused or contributed to by such unsafe or unroadworthy condition,
6. loss of or damage to your vehicle or liability if your vehicle is being driven by:
  - you or by any person with your consent who is not licensed under any relevant law to drive such a vehicle, or
  - anyone whose faculties are impaired by any drug or intoxicating liquor, or
  - anyone whose blood alcohol reading exceeds the legal limit (subject to any laws to the contrary), or
  - anyone who following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of any State or Territory in which the accident occurred.

However we will cover you if you have allowed that person to drive your vehicle and you can prove that you were not aware that your vehicle was being driven by or in charge of that person when they were so affected or unlicensed.

Where permitted by law, we reserve the right to recover the amount we pay from the driver of your vehicle at the time of the loss or damage.

7. loss of or damage to your vehicle if reasonable steps to protect or safeguard your vehicle have not been taken,
8. loss of or damage to your vehicle or liability resulting from theft by you, your partners or directors, or your employees,
9. loss of or damage to your vehicle or liability when endeavouring to evade police apprehension by you or any of your partners or directors or anyone driving your vehicle with your consent,
10. loss of or damage or liability resulting from an intentional act by you or anyone acting with your consent,
11. theft of your vehicle resulting from it being test driven for sale and you or an employee of yours did not accompany the prospective purchaser,
12. any liability or obligation assumed by you under any contract, agreement or warranty which would not have otherwise arisen or been implied by law,
13. loss of or damage to your vehicle or liability while your vehicle is being used in any experiment or type of test or in preparation for or involved in racing, speed testing, reliability trial, pace making, hill climbing, trial or demonstration other than for resale purposes on public roads,
14. loss of or damage to your vehicle or liability if you:
  - carry or tow a load, or
  - carry a number of passengers

in excess of that for which your vehicle was designed However we will cover you if you prove that the loss, damage or liability was not caused by or contributed to by any such greater load or number of passengers.

15. your vehicle if it has been legally seized or repossessed,
16. loss of or damage to your vehicle or liability while your vehicle is being used for conveyance of passengers for hire, fare or reward, payment made by passengers, as part of a car sharing agreement for social or other similar purpose, including travelling to and from work will not constitute the conveyance of passengers for hire, fare or reward provided that the total contribution received for the journey does not involve commercial use for profit.
17. any fines, penalties, aggravated, punitive, exemplary or multiple damages,
18. loss or damage to your vehicle or liability for any vehicle running on rails or which is not designed to run solely on solid ground,
19. your liability or any resultant damage, in respect of loss or damage to any underground sewers, water pipes, gas pipes, electric wire cables or their supports including any transmission cables and their supports or any other underground pipes or cables or their supports if such damage is caused by your vehicle which is involved at the time in any digging or excavating,
20. your liability for damage to any land, buildings or other fixed property arising directly or indirectly from the removal, weakening or interference with any support or supports of such land, buildings or other fixed property, if such damage is caused by your vehicle which is involved at the time in any digging or excavating,
21. loss of or damage to any concrete agitator, barrel, bowl or pump and/or its fittings caused by, or arising from the hardening or setting of concrete, unless as a result of a collision the emptying of these items becomes impossible or impractical,

22. loss of or damage to your vehicle or liability outside Australia except where your vehicle is being transported by sea between Australian ports,
23. loss of or damage to your vehicle or liability if your vehicle is being driven by or in the charge of any person over the age of 80 unless you have told us about them and we have noted them on the Policy Schedule,
24. loss damage or liability if your motor cycle has an engine capacity greater than 250 cubic centimetres and is being ridden by any person under 21 years of age or a rider who has not held a full motor cycle licence for 2 years,
25. loss damage or liability if your motor cycle has an engine capacity greater than 500 cubic centimetres and is being ridden by any person less than 30 years of age or a rider who has not held a full motor cycle licence for 2 years,
26. loss of or damage to your vehicle if at the time of an incident, your crane was lifting, lowering, carrying or suspending a load in excess of that for which it was constructed, or for which it was licensed to lift, lower, carry or suspend,
27. liability arising out of the use of your crane if at the time of an incident, it is lifting, lowering, carrying or suspending any object,
28. you for any breakage of or damage to the boring equipment covered by this Policy while the boring machine is in operation,
29. you for any breakage of or damage to the blades of your plant and equipment covered by this Policy while such plant and equipment is in operation,
30. any liability under Section 2: Third Party Liability, if your vehicle or substitute vehicle is unregistered. However we will cover your liability in respect of the unregistered vehicle on a public road, if you have obtained the appropriate permit to drive the unregistered vehicle on a public road,
31. loss of or damage to your vehicle or liability where the transportation of any goods or substances which are mentioned as dangerous goods, irrespective of the quantities, are not being carried in accordance with the requirements of The Australian Code for the Transport of Dangerous Goods by Road and Rail,
32. liability arising out of the use of your registered vehicle, being used as a tool, or plant forming part of your vehicle being used as a tool, operating at any work site (excluding while the vehicle is travelling, transporting or carting goods),
33. loss of or damage to your vehicle, including any liability, resulting from use of your vehicle when let out on a dry hire basis unless we have agreed in writing to provide dry hire cover,
34. liability arising out of the use of your vehicle whilst underground in any mining activity,
35. liability arising out of the use of your vehicle airside of or at an airfield,
36. liability arising directly or indirectly from the existence, use, transportation, distribution, handling, mining and/or storage of asbestos or any material containing asbestos,
37. loss of or damage to any stock in trade including but not limited to vehicles for sale or on consignment,
38. loss of or damage to any vehicle accessory or appliance due to mechanical or electrical derangement.

### **Claims Conditions**

These Conditions apply to all Sections of Your Policy

### **Accident, Theft and Malicious Damage - Your Obligations**

- (a) In the event of an Accident, You should obtain the other driver's licence details, name, address, vehicle details, the name of their insurance company and any other relevant details such as telephone numbers of witnesses, registration details, and details of owners of other property.
- (b) In the event of theft and/or malicious damage, You must notify the police as soon as possible after You become aware of the theft of or malicious damage to Your Vehicle. We will require details of the name of the police officer, police station and event number they give to this notification.

### **Claim Notification Procedures**

If an event occurs which may result in a claim under this Policy, You must without delay forward to Fleetsure Pty Ltd.

- (c) Full details in writing; and
- (d) Any letters, notices or court documents received in connection with a claim or any potential claim,

We do not pay for any costs or amounts, which are attributable to delays by You when advising Us of any event, third party matters or demands for payment.

### **Your Claim Responsibilities**

You, or anyone on Your behalf must:

- (e) not make any admission, offer, promise, payment or indemnity, which would prejudice Our rights at law, without Our written consent to the contrary;
- (f) use due diligence in doing everything reasonably possible to avoid or diminish any loss, damage or liability;

- (g) use Your best endeavours to preserve anything which might prove useful by way of evidence in connection with any claim;
- (h) not carry out any repairs or alterations, other than emergency repairs, without Our written consent;
- (i) take back the property stolen when it is recovered prior to Us paying You for the theft, if We ask You to. Under these circumstances We will pay Our liability for any loss or damage caused as a result of the theft;
- (j) give Us notice in writing as soon as possible of every occurrence, claim, writ, summons, proceedings, intended prosecution and inquest, together with all information in relation to them in respect of which liability under Your Policy may arise, or on the receipt of written notice from any third party that it is their intention to make a claim against You;
- (k) give to Us all information and assistance We require in the prosecution, defence or settlement of any claim;
- (l) allow Us, at Our discretion, to take over and conduct in Your name, the defence or settlement of any claim;
- (m) notify Us of any other insurance that also provides cover for any claim or part thereof under Your Policy;
- (n) pay any contribution on the cost of repairs or parts as directed by Us; and
- (o) allow Us to pay to a nominated Interested Party any amounts of Your claim settlement which You owe to them.

### **Our Claim Rights and Responsibilities**

- (p) If You have agreed not to seek compensation from another person who is liable to compensate You for any loss, damage or liability which is covered by this Policy, We will not cover You under this Policy for that loss, damage or liability.
- (q) We may at Our option take over and conduct in Your name, the defence, settlement or management of any repair or third party action against You.
- (r) We may at Our option at any time pay to You, in respect of a claim the Sum Insured, Market value or any other amount which is the limit of Our liability.
- (s) Upon such payment We shall relinquish conduct or control of and be under no further liability under Your Policy in connection with such claim or claims except for costs, charges and expenses in respect of the period prior to the date of such payment covered by Your Policy (whether or not pursuant to an order made subsequently) or incurred by Us with Our written consent prior to the date of such payment.
- (t) If We agree to pay any claim under Your Policy, then regardless of whether or not actual payment has been made, We shall immediately be subrogated to any rights contractual or otherwise which You may have in connection with that claim.
- (u) We will tell You, when, how and to whom the Excess should be paid.
- (v) We will deduct any unpaid Excesses payable before paying any claim amount.

### **Depreciation and Contribution**

You may have to pay a proportion of the cost of repairing or replacing parts, which are affected by wear and tear or rust and corrosion. These parts include engines, agreed Accessories, paintwork, bodywork, batteries, trims or radiators and others not listed. The amount You have to pay is dependent upon the amount of wear these parts have when the damage or Accident occurs.

### **Excess**

You are required to contribute an Excess or Excesses towards each claim made under Your Policy. The amount of the Standard Excess and any other Excess which applies is shown in Your Policy Schedule, in this Policy Wording and on any Endorsements which apply. All Excesses shall cumulatively apply to each damaged Vehicle. The total Excess amount is to be paid as directed by Us.

### **Standard Excess**

This is the amount, which applies to each Vehicle as shown in Your Policy Schedule.

### **Age and Inexperienced Driver Excess for Vehicles under 12,000kg GVM**

- (a) For Vehicles with a Gross Vehicle Mass of 12,000kg or less, including sedans, utilities, four wheel drives, light commercial Vehicles, and for plant and equipment irrespective of Gross Vehicle Mass (GVM), the following Age and Inexperienced Driver Excess applies or as shown in your policy schedule whichever is the greater:
 

• Age up to and including 21years	\$800
• Over age 21, and up to 25	\$600
• Age 25 and over or licensed less than two years in Australia	\$600
- (b) The Age and Inexperienced Driver Excess applies in addition to all other Excess amounts payable as shown either in Your Policy Schedule or elsewhere in Your Policy. The licence period is the consecutive time that the driver has held a Drivers Licence other than a Learners Licence.
- (c) The Age and Inexperienced Driver Excess does not apply on a claim for windscreen damage.

### **Tipping Hoist Excess**

You will have to contribute an additional Excess to the amount of any claim under Your Policy if Your Vehicle is a Rigid Vehicle or an articulated Vehicle combination and at the time of an Accident or event causing loss or liability the tipping hoist is either partially or fully in use. Under these circumstances the Standard Excess will be doubled.

### **Imposed Excess**

Is an additional imposed Excess which may be applied to a Vehicle for a specific driver of Your Vehicle and or to specific Vehicles and which applies at the time of an Accident. The Imposed Excess is in addition to any other Excess.

### **Operating Radius Excess**

When You are to make a journey which is greater than the Operating Radius which We have agreed to and You advise Us in writing prior to the commencement of the journey, We will agree terms and cover in writing for this journey prior to Your departure. If You depart on this journey without our prior agreement, then an additional Excess of \$5,000 in addition to any other Excess will apply.

### **When you will NOT have to pay an excess**

This section is applicable only to comprehensive covered vehicles that are sedans, station wagons, 4x4 or goods carrying vehicles and the standard excess applicable is 1% of sum insured with a minimum of \$1,000 or less.

You will NOT have to contribute any excess towards a claim if:

- (a) you can satisfy us that the claim involves a collision with another vehicle and the collision which gave rise to the claim was totally the fault of the driver of another vehicle, and
- (b) you tell us the registration number of the other vehicle and the full name, licence number and address of the other driver, and
- (c) the amount of your claim exceeds the applicable excesses under the Policy.

We give this benefit only if we are allowed legally to recover the amount of any loss including any applicable excesses from the third party.

Where the driver of the other vehicle disputes who was at fault, you must pay any excess which applies but we will refund it if we are successful in establishing that the other driver was at fault.

### **Repairs**

You may appoint a repairer of Your choice, but We reserve the right to invite, accept, adjust or decline estimates or to arrange for the removal of Your Vehicle to other repairers.

You or Your repairer must obtain Our written agreement to commence repairs before We will accept responsibility for their cost. You agree to make Your Vehicle available for inspection by Us at a time convenient to Us. Repairs must not commence until We have inspected the Vehicle.

We reserve the right to seek additional quotations prior to repairs being effected.

### **Salvage**

In the event of a Total Loss of Your Vehicle the salvage at Our option becomes Our property, alternatively at Our option We may deduct the value of the salvage from any claim settlement. If We elect not to take possession of Your Vehicle, You cannot abandon Your responsibilities for it.

### **Total Loss**

In the event of a Total Loss of any item or Vehicle listed in Your Policy Schedule the remaining premium for that item or Vehicle shall be retained by Us without any refund to You and the item or Vehicle removed from Your Policy Schedule.

### **General Conditions**

These Conditions apply to all Sections of Your Policy.

### **Alteration of Risk**

You agree to give written notice to Us, as soon as is reasonably practicable of any fact or event which materially affects the risk insured by Your Policy, including but not limited to:

- (a) changes to the use of Your Vehicle, the Freight Task or the Operating Radius;
- (b) changes to the prior or current accident history, driving experience, Driver Licence history or medical condition of currently Approved Drivers, or other factors which may increase the risk of a driver being involved in an Accident; and
- (c) deterioration in the commercial viability of Your Business, bankruptcy, liquidation, or receivership or threats thereof.

In such circumstances, We reserve Our rights to vary Your Policy.

## **Driving History Record**

You must within fourteen (14) days of a request from Us obtain from the relevant statutory traffic authority a record of traffic offences for which You or Your drivers have been reported, charged or convicted and all endorsements, suspensions or cancellations of a Driver's Licence.

## **Due Diligence and Reasonable Precautions**

At Your own expense You shall take all reasonable precautions and use all due diligence to prevent or minimise bodily injury and loss of or damage to Vehicles and shall take all reasonable measures to maintain all Vehicles and Accessories in sound efficient working condition and comply with all statutory obligations, regulations and by-laws imposed by any public authority for the safety of persons or property.

## **GST**

(d) The premium includes an amount for GST.

(e) Our liability to indemnify You under Your Policy is calculated less any Input Tax Credit to which You are entitled for any relevant Acquisition, or to which You would have been entitled had You made a relevant Acquisition. You must inform Us of the extent to which You are entitled to an Input Tax Credit for that GST amount each time that You notify a claim under Your Policy, and any GST liability arising from Your provision of incorrect advice is payable by You.

GST, Input Tax Credit and Acquisition have the same meaning as given to those words in a New Tax System (Goods and Services Tax) Act 1999 and related legislation and amendments.

## **Inspection**

Our representatives and agents shall at all reasonable times have the right to inspect and examine any Vehicle insured under Your Policy.

## **Other Interests and Joint Insured's**

Your Policy only protects Your interests and such other interests including financiers, owners, and lessors as are notified to and accepted by Us at the time Your Policy Schedule is issued by Us or thereafter by Us in writing. No interest in Your Policy may be transferred without Our written consent and all persons entitled to benefit under Your Policy shall be bound by the terms and conditions of Your Policy and Our rights at law. A claim lodged by any one of the persons named as the Insured in Your Policy is considered to be a claim by all of You.

## **Limit of Liability**

(f) We will pay no more than the relevant Sum Insured shown in Your Policy Schedule (or any sub-limit shown in this Policy Wording) for any number of claims arising out of any one event.

(g) Such payment shall include, within the Sum Insured, the costs and expense incurred by You or on Your behalf in defense of any claim for which indemnity is provided by Us and We have confirmed Our offer to pay for such costs in writing to You.

## **Payment of Premium and Due Dates**

We will advise You of the total amount You have to pay and when this payment is due to Us. You must pay this full amount by the due date for this Policy cover to be available to You. If You pay Us after the due date, We can reject Your payment to Us and the Policy will lapse.

## **Policy Cancellation**

(h) You may cancel Your Policy at any time by giving Us a written notice signed by You. Policy cancellation is effective from the date and time nominated by You or 4pm on the day on which Your cancellation notice has been received by Us, whichever is the later. In the event of Your cancellation, We may retain 20% of the unexpired premium as a cancellation fee.

(i) We may cancel Your Policy only when the law allows Us to do so. We will do this by giving You a written notice. After cancellation by Us, We will be entitled to retain the premium for the period during which Your Policy has been in force and You shall be entitled to a refund of the unexpired premium.

## **Policy Interpretation**

(j) Paragraph titles in Your Policy are for descriptive purposes only and do not form part of Your Policy for the purposes of its construction or interpretation.

(k) In Your Policy, the singular includes the plural and vice versa.

## Lloyd's endorsements, clauses, conditions, exclusions

### WAR AND CIVIL WAR EXCLUSION CLAUSE

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

### ELECTRONIC DATA ENDORSEMENT B

#### 1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

- a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire

Explosion

#### 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the

ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

### **Biological or Chemical Materials Exclusion**

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### **Sanction Limitation and Exclusion Clause**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes 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 other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **AUSTRALIA TERRORISM INSURANCE ACT 2003 NOTICE**

The Underwriters have treated this Insurance (or part of it) as an Insurance to which the Australia Terrorism Insurance Act 2003 (ATIA) applies.

ATIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this Insurance is subject shall not apply to any "eligible terrorism loss" as defined in ATIA.

Any coverage established by ATIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident".

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged.

If any or all of the Underwriters have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Underwriters will not be liable for any amounts for which they are not responsible under the terms of ATIA due to the application of a "reduction percentage" as defined in ATIA which results in a cap on the Underwriter's liability for payment for "eligible terrorism losses".