



# Yellow Cover Mobile Plant & Equipment Product Disclosure Statement

EFFECTIVE DATE: **08 / 12 / 2024**

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

Insurance products are provided by National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share.

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

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

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# PART A

## Product Disclosure Statement

### 1. Introduction

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

Based on the information in Your Insurance Proposal, and the statements and declarations that You have made in support of Your application for insurance and any subsequent renewal, and provided that You have paid the premium by the due date, We will insure You for the Cover, subject to the terms, conditions and exclusions that are set out in this Policy.

Your Policy consists of:

- a. this document (Policy wording), which sets out the conditions of Cover, exclusions and the terms and conditions that apply to each Policy Product or level of Cover You have chosen;
- b. the Policy Schedule is a separate document and shows the insurance details that are relevant to Your insurance;
- c. any endorsements noted in Your Policy Schedule (which might exclude, restrict or extend cover) or otherwise notified by Us to You in writing;

They are all to be read together as if they are the Product Disclosure Statement.

### 2. The Insurer

Insurance products are provided by NTI, a joint venture of the following insurers in the proportions shown:

- Insurance Australia Limited trading as CGU Insurance (ABN 11 000 016 722) (AFSL 227681) - 50%
- AAI Limited trading as Vero Insurance (ABN 48 005 297 807) (AFSL 230859) - 50%

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

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

### 3. The Purpose of this PDS

This PDS has been prepared to assist You in understanding the types of coverage available under the Yellowcover Policy and in making an informed choice about Your insurance requirements.

The PDS sets out the **significant features** of the Yellowcover Policy including its **benefits, risks** and information about **how the premium is calculated**. For a full description of this insurance product, You will still need to read the Policy attached to this document for terms, conditions and limitations of the insurance Policy.

The PDS also explains **what to do, who to contact** if You have a **dispute** regarding the Policy, and the significant taxation implications for Retail Motor Vehicle insurance. The PDS also notifies You of the entitlement to a cooling-off period after You have entered into a contract of insurance. The PDS sets out the circumstances under which You are not covered.

### 4. How to Contact Us

Please visit Our website at [www.yellowcover.com.au](http://www.yellowcover.com.au) to locate Your nearest NTI office and obtain contact details.

### 5. Cooling-Off Period

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

## **6. Your Duty of Disclosure**

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

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

You do not need to tell Us anything that:

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

**You must tell us** if any of the following circumstances change:

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

If You also purchased Liability insurance, in addition You must tell Us of any change to:

- Your turnover
- Number and type of employees, subcontractors and labour hire workers engaged.

### **What We will do when You contact Us**

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

### **If You do not tell Us something**

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

## **7. Privacy**

In complying with the Australian Privacy Principles We will collect and use Your personal information:

- a. only for the purpose of providing and administering Our products and services, including keeping You up to date with Our products and services;
- b. only for the purpose for which it was collected, which may include disclosing it to third parties with whom We have arrangements to protect Your Privacy.

By providing Us with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us, please contact Us. You may choose not to provide this information, however, We may not be able to process Your request.

We will take all reasonable steps to make sure that personal information that We hold about You is accurate, complete,

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# Product Disclosure Statement

and up to date and that it is protected from misuse, loss or unauthorised access, modification or disclosure. If any information is inaccurate, You must contact Us to update it.

You can request access to Your personal information by phone or writing to Us via [www.nti.com.au](http://www.nti.com.au)

Information security protocols are in place to minimise the risk of unauthorised access to Your personal information.

In special circumstances, We may decline to release the information but We will not do so unreasonably. In these circumstances, We will give You reasons and You will have the right to request Us to review Our decision. We will provide Our reasons in writing upon request.

If You need to make a complaint about Your personal information or make a complaint about a privacy breach or if You require further information about how We handle personal information You can contact Us on (07) 3292 9800 or by writing to PO Box 13550 George Street QLD 4003.

A copy of Our Privacy Policy Statement and Privacy Complaint process can be obtained by visiting [www.nti.com.au](http://www.nti.com.au)

## 8. Features/Summary of Coverage Benefits Available

The table below is a summary of some of the key coverage benefits available in this Policy. For full details, please see the policy exclusions, limits and conditions in Part A and Part B of this document. You are only covered for the Policy Products noted in Your Policy Schedule.

| Summary of Cover                                   | Benefits of Cover  |
|--|--|
| <b>Product 1 - Mobile Plant and Motor Vehicles</b> | Cover for Your Insured Property and Cover for Your liability to Third Parties for Personal Injury or Damage to Property arising out of the use of Your Registered Insured Property during the Period of Insurance.                                       |
| <b>Product 2 - Public and Product Liability</b>    | Cover for Your liability to Third Parties for Personal Injury or Property Damage as a result of an Occurrence in connection with Your Business or caused by Your Products during the Period of Insurance.  |
| <b>Product 3 - Business Interruption options</b>   | Cover for Your eligible trucks, trailers and Mobile Plant by way of Payment of a Weekly Benefit if Your claim for Loss or Damage to Your Vehicle has been accepted under Policy Product 1.<br>Note: Availability may be restricted for larger schedules. |

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**Product Disclosure Statement**

**Mobile Plant and Motor Vehicles - Policy Product 1**

**Cover Options**

**Description of Cover provided  
 Choice of two levels of Cover to select from below**

**Comprehensive  
 (All Sections)**

- Cover for loss or damage to Insured Property arising out of an Accident or Theft.
- Cover for Your legal liability for loss or damage to Another Person's property, and in some circumstances, bodily injury to Another Person.

**Third Party Only  
 (TPO) Section 2 only**

- Cover for Your legal liability for loss or damage to Another Person's property, and in some circumstances, Personal Injury to Another Person.

**Section 1 - Material Damage**

**Material Damage**

Theft, loss of or damage to Your:

- a. Insured Property;
- b. Extras (Your Insured Property's standard tools, tarps, gates and built in accessories, but excluding hand tools and the like) contained in/attached to Your Insured Property ; and
- c. Working Accessories (buckets etc) whether or not they are attached to Your Mobile Plant, up to \$10,000 for any one Insured Property item (unless otherwise noted in Your Policy Schedule).

**How Much We Pay  
 For Own Damage**

We will:

- a. repair/reinstate or replace damaged parts;
- b. pay the amount of the loss/damage; or
- c. replace Your Insured Property,

up to the lesser of Market Value or Sum Insured.

Generally, We will not pay more than the Sum Insured in Your Policy Schedule at the time of loss. There may be some variation under certain circumstance, and You should carefully read the full Policy Wording.

In total, We will not pay more than \$15,000,000 (unless another amount is noted in Your Policy Schedule) for own damages claims arising out of one event.

**Recovery**

The reasonable cost of protection and recovery of Your Motor Vehicle to the nearest qualified repairer or if We both agree to Your base of operations/another repairer.

For Mobile Plant, the limit for protection and recovery is \$250,000, or \$50,000 if no damage.

We also provide Emergency Avoidance cover for recovery or retrieval costs when Your Motor Vehicle is immobilised in an arrester bed / lane as a result of attempting to avoid an Accident.



## PART A

# Product Disclosure Statement

### Mobile Plant and Motor Vehicles - Policy Product 1

#### New Replacement

If Your Motor Vehicle is less than three years old from original registration, and not one of the types of Insured Property listed below, We will either replace Your Motor Vehicle:

- a. with an equal model including payment of stamp duty, delivery charges and registration fees (replacement cost) where an equal model is available; or
- b. with an alternative make of Your choice of equal value to the original Motor Vehicle's replacement cost.

However if Your Insured Property is Mobile Plant and is less than three years old from original registration, or

If Your Insured Property is one of the following types and is less than one year old from original registration:

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

then, We will only provide the same replacement Cover as above for a. and b. We will only pay up to the maximum value of 120% of the Sum Insured specified in Your Policy Schedule. The additional 20% Cover under this benefit only applies to Insured Property (or Combined Units) with a value of \$2,000,000 or less.

If You choose NOT to replace Your Insured Property, We will pay up to the Market Value or Sum Insured for Your Insured Property (whichever is the lesser).

#### Finance Payout

Where Your Insured Property is under a lease, hire purchase or similar agreement and becomes a Total Loss, We may pay up to an additional 25% limit of the Market Value or Sum Insured (whichever is the lesser), but limited to the finance payout amount. The additional Cover under this benefit only applies to Insured Property (or Combined Units) with a value of \$2,000,000 or less.

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|  |   |  |
|--|---|--|
| <b>Additional Automatic Benefits for Section 1</b> | Mobile Plant  |  |
|  | Appreciation/Escalation 25%   | Hired in Mobile Plant \$50,000 in aggregate (can be increased) |
|  | Subrogation Waiver - Wet Hire   |  |
|  | Motor Vehicles  |  |
|  | Emergency accommodation \$2,500   | Hired Motor Vehicle after Theft \$12,500                       |
|  | Hire Motor Vehicle - difference in excess   | Journey continuance \$5,000                                    |
|  | Novated lease   | Two Wheel or Box trailer \$2,000                               |
|  | Mobile Plant and Motor Vehicles   |  |
|  | Cost of repatriating driver/operator \$5,000  | Death of driver/operator away from \$2,500                     |
|  | Dry Hire - Insured Property   | Emergency repairs \$7,500                                      |
|  | Expediting expenses \$25,000  | Family expenses when driver/operator hospitalised \$5,000      |
|  | Funeral expenses \$15,000   | Locks and keys \$10,000  |
|  | Modification for disablement \$15,000   | Driver/operator personal effects \$5,000                       |
|  | Driver/operator psychological and trauma counselling \$20,000   | Return of Insured Property \$25,000                            |
|  | Reward costs \$10,000   | Signwriting  |
|  | Tyre and Track Damage   | Windscreen replacement \$5,000                                 |
| First Aid Kit \$5,000                              |   |  |
| <b>Optional Extensions for Section 1</b>           | <p>The optional extensions available by payment of extra premium can include:</p> <ul style="list-style-type: none"> <li>• Overseas Airfreight \$50,000</li> <li>• Mobile Plant Damage waiver</li> <li>• Down hole Cover</li> <li>• Agreed Value</li> <li>• Plant on Watercraft</li> <li>• Hired in Mobile Plant</li> <li>• Underground</li> <li>• Market Value Plus - Mobile Plant</li> <li>• Substitute Hire Costs - Mobile Plant</li> <li>• Ongoing Hire Costs - Mobile Plant</li> <li>• Finance Payment Protection</li> </ul> |  |

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**Section 2 – Road Risk Liability**

|   |  |
|---|--|
| <p><b>Legal Liability for Third Party Damage &amp; Personal Injury</b></p>                  | <p>Legal Liability arising from Your registered Insured Property for:</p> <ul style="list-style-type: none"> <li>a. Personal Injury (unless statutory insurance is issued over it);</li> <li>b. Damage to Property of Another Person,</li> </ul> <p>caused by You using, loading or unloading merchandise onto or off or merchandise falling from Your Insured Property. Excludes Tool of Trade liability – See NTI Public and Product Liability Product</p>   |
| <p><b>How Much We Will Pay for Third Party Damage &amp; Injury - Motor Vehicle Only</b></p> | <ul style="list-style-type: none"> <li>a. Non-hazardous/non Dangerous Goods carrying liability: \$50,000,000</li> <li>b. Dangerous Goods carrying liability arising from an Accident - \$2,500,000 unless a higher amount is noted in Your Policy Schedule</li> </ul> <p>We specifically exclude Cover for liability arising from:</p> <ul style="list-style-type: none"> <li>• Radioactive (class 7) and/or Infectious Substances (class 6.2); and</li> <li>• Asbestos claims for Personal Injury.</li> </ul> |
| <p><b>Removal of Debris &amp; Clean Up Costs - Motor Vehicle only</b></p>                   | <ul style="list-style-type: none"> <li>a. Non Dangerous Goods - \$250,000;</li> <li>b. Dangerous Goods - \$2,500,000,</li> </ul> <p>unless a higher amount is noted in Your Policy Schedule.</p> <p>Asbestos clean up – strictly limited to \$250,000 (no Cover for asbestos liability beyond clean up costs).</p>   |
| <p><b>Additional Automatic Extensions to Section 2</b></p>                                  | <ul style="list-style-type: none"> <li>• Legal costs</li> <li>• Principal or Employer Indemnity</li> <li>• Cross Liability</li> <li>• Car Parks</li> <li>• Contract Driver</li> <li>• Coronial Representation Costs - \$50,000</li> <li>• Damaged to Your Motor Vehicle by Uninsured Third Party - \$5,000</li> <li>• Disabled Vehicle under tow</li> <li>• Fire Police Emergency - \$100,000</li> <li>• First Aid</li> <li>• Motor Vehicle test driven - \$100,000</li> </ul>                                 |

**Additional Benefits and Optional Extensions to Sections 1 and 2 only**

|   |  |
|---|--|
| <p><b>Additional Cover automatic with Section 1 and 2</b></p> | <ul style="list-style-type: none"> <li>• Automatic Inclusion \$500,000 / 45 days</li> <li>• Accidental Overweight</li> </ul> |
|---|--|

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**Additional Benefits and Optional Extensions to Sections 1 and 2 only**

- Acquired Companies
- Additional Interests
- Goods on Hook \$250,000 in aggregate
- Proprietor's Protection - Excluding Dry Hire
- Trailer in Control (Non Owned Trailer) \$100,000 with \$2,500 Excess
- Public Relations/Crisis Management - \$75,000
- Errors and Omissions
- Substitute Insured Property

**Optional Extensions for Section 1 and 2**

- Goods On Hook
- Crane Multi lift
- Trade Plate and Driving Risk Extension

If more than 15 items are insured on Your Policy Schedule, in some circumstances the following optional extensions may also be purchased:

- Burning Cost Premium Adjustment
- Aggregate Excess
- Stop Loss
- Claims Experience Discount

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### Additional Benefits and Optional Extensions to Sections 1 and 2 only

#### Circumstances Where You are Not Covered

Our insurance is designed to provide protection for You in the event of something happening to Your Insured Property being a risk which You have insured against. We will indemnify You provided:

- a. Your Accident or Theft occurs during the Period of Insurance stated in the Policy Schedule;
- b. Your Insured Property is being used in connection with Your occupation or business, or in the case of a sedan, wagon, 4WD, utility, panel van, coupe, Your occupation, business or private use; and
- c. Your Insured Property is within Australia or is being transported by vessel between ports within its territorial waters.

Under some circumstances, this insurance Policy will not provide any Cover to You. All insurance policies have exclusions and conditions and there will be many that You will be aware of that also apply to this Policy. For full details, please see the policy exclusions, limits and conditions in Part A and Part B of this document.

#### Some of the events We will not pay for include:

- a. unregistered Insured Property liability;
- b. depreciation, wear & tear, mechanical/electrical breakdown, corrosion, faulty work;
- c. Your Insured Property being driven or operated by a person under the influence of any drug or intoxication liquor;
- d. unsafe or unroadworthy Insured Property;
- e. driver not licensed for the class or Insured Property, or at all or not authorised to drive;
- f. driving Your Insured Property whilst it or its load exceeds the limits of design, weight or dimension;
- g. inexperienced drivers for articulated vehicle, depending on the radius driven.

For full details, please see the policy exclusions, limits and conditions in Part A and Part B of this document.

### Section 3 Terrorism Loss Damage

This Section does not apply to plant and equipment used in mining and construction activities that cannot ordinarily be registered. If loss or damage occurs to Your Motor Vehicle as a result of an act of Terrorism then We will pay for that loss or damage up to the Market Value of Your Motor Vehicle, but if You insured for less than the Market Value, then We will pay only up to that Sum Insured.

In total We won't pay more than \$2,500,000 for all loss or damage from the same act.

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### Public and Product Liability - Policy Product 2

|   |  |
|---|--|
| <b>Cover</b>                                      | Cover for Your liability to Third Parties for Personal Injury or Property Damage as a result of an Occurrence in connection with Your Business or caused by Your Products during the Period of Insurance.                  |
| <b>Property in Your Care, Custody and Control</b> | Property belonging to a third party (that is not in the ordinary course of transit), up to \$100,000 (or as noted in Your Policy Schedule) for any one Occurrence and in the aggregate during any one Period Of Insurance. |
| <b>Legal Costs</b>                                | Legal costs and expenses incurred with Our prior written consent, in addition to the Limit of Liability.   |
| <b>Territorial Limits</b>                         | Anywhere in Australia including its external territories and elsewhere in the world but only in respect of commercial business visits by You. Liabilities arising from Exports of products to North America are excluded.  |
| <b>Vibration</b>                                  | Vibration limit \$250,000 in any one Period of Insurance (unless another amount is noted in Your Policy Schedule).   |

### Business Interruption - Policy Product 3

|              |  |
|--------------|--|
| <b>Cover</b> | <p>Cover options for Your eligible trucks, trailers and Mobile Plant, such as excavators, backhoes, bulldozers, rollers, bobcats and the like noted on Your Policy Product 3 Schedule by way of Payment of a Weekly Benefit if Your claim for Loss or Damage to Your Vehicle has been accepted under Policy Product 1. Cover only applies if the item of Insured Property is noted in Your Policy Schedule under Policy Product 3.</p> <p>Note: Availability may be restricted for larger schedules.</p> <p>Note: Exclusions apply to this Policy Product such as when Your Vehicle is Stolen or destroyed by fire (non impact related).</p> |
|--------------|--|

## 9. When You Are Insured

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

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

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

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

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- ensure Your load recovery cost is fair for You.

### 11. Excesses

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

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

Should Cover be provided, the additional Excess payable for younger age and inexperienced drivers is set out under Conditions That Apply To All Sections of the Mobile Plant and Motor Vehicle Product. All other additional Excess information is contained within the Policy wording.

The Excess and any additional Excess is payable for each claim unless We tell You otherwise.

We may decide to waive payment of an Excess where Your Insured Property has been involved in a collision with another Vehicle. For the waiver to apply there must be sufficient proof the third party driver was at fault, You can supply sufficient details of the third party driver who is at fault (name, telephone number, current address and/or driver's licence number), the third party vehicle registration, We deem the driver was at fault and Your claim is greater than the applicable Excess(es).

The waiver will not apply if the other party or their insurer disputes who is at fault or if Your Policy has an Aggregate Excess or similar partial or fully self-insured arrangement.

### 12. Change of Ownership

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

### 13. Taxation Implications

All taxes and charges are shown as separate items on all schedules to insurance policies (e.g. Stamp Duty and Goods and Services Tax). The amount payable by You for this Policy includes an amount of GST.

When insuring Your Vehicles the Sum Insured will depend on Your GST status and Your entitlement to claim a GST input tax credit. You should take into account the GST status and use for a creditable purpose of each Vehicle or item of equipment to be insured and it is important that You do not include any GST component in the Sum Insured if You are registered 100% for business use or only include any GST component in the Sum Insured to the extent that You were not entitled to claim a GST input tax credit. Where We make a payment under the Policy, We will adjust the amount of the payment according to Your GST status and declared use for a creditable purpose.

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

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

### 14. A Claim May be Refused

We may refuse to pay out some part or all of a claim as permitted by law, which may include where You have not complied with the terms of the Policy. For example, You must:

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

### 15. Cancelling Your Policy

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

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

## 16. Resolving Your Complaints

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

If You have a complaint or dispute about Your insurance policy, decisions on Your claims or any of the services You have received from Us, or a representative, You may access Our complaints process.

The first step is to contact Your closest NTI office or You can contact Us by calling 1300 308 080. Your call will be directed to an appropriate person who can assist You. NTI's details can also be obtained by visiting [www.nti.com.au](http://www.nti.com.au) and a brochure on Our Dispute Resolution System is available from all NTI offices.

### Complaints

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

We will acknowledge receipt of Your complaint promptly or as soon as practicable. We will communicate Our response taking into consideration Your preferences of communicating with Us.

If You are not satisfied with the outcome, Your complaint will be referred to the staff member's supervisor who will deal with Your complaint promptly.

### Internal Dispute Resolution

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

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

- a. reasons for Our decision;
- b. information about how to access Our External Disputes Resolution (EDR) Scheme; and
- c. notify You of the time frame within which You must register Your dispute with the EDR Scheme, (usually within two years of Our final decision).

### External Dispute Resolution

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

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

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

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

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

The contact details for AFCA are:

#### **Australian Financial Complaints Authority**

National Toll Free number 1800 931 678

GPO Box 3 Melbourne VIC 3001

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

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

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

## 17. Costs

### How the Premium is calculated

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

- Your claim history and experience;
- the type of Your Insured Property;



## PART A

# Product Disclosure Statement

- the usage of Your Insured Property;
- the location of Your Insured Property;
- Sum Insured and Limit of Liability;
- the distance You travel from Your base of operations;
- Your base of operations and occupation;
- Type of Cover and any extensions of Cover chosen.

If You purchase Liability products, in addition to the above factors, the following factors may also apply:

- Your Turnover and Gross Freight Earnings;
- Your business activities, main occupation and products supplied;
- The types of Cargo You carry;
- The number of operators or employees You engage;
- Type of Cover or extensions of Cover chosen;
- Number and types of Motor Vehicles and/or Mobile Plant in operation;
- Your Business' use of subcontractors and labour hire personnel.

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

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

### 19. General Insurance Code of Practice

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

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

The Code aims to:

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

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

More information can be obtained from Us directly or Our website [www.nti.com.au](http://www.nti.com.au).

### 20. Choice of Repairer and Repair Industry Code of Conduct

NTI complies with the Repair Industry Code of Conduct.

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

### 21. Conduct of others

When We consider a claim under this Policy, We will have regard to any prejudice suffered by You or any other person entitled to benefit under this policy in relation to that claim, caused by mental illness of, substance abuse and/or an act of violence or intimidation by, another policyholder or person entitled to benefit under this Policy. In doing this, We may meet the claim when We are not legally required to do so. If We do, We will limit the claim in relation to the person claiming to an amount which We believe is fair in the circumstances.

## **22. Our Guarantee**

### **Repair Guarantee and Parts**

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

We guarantee the quality of workmanship and materials used in Our authorised repair of Your Insured Property for the life of Your Insured Property, (even if You no longer own it). Where We agree the repairs are found to be unsatisfactory, We will correct them. Our responsibility to correct these repairs does not extend to wear and tear of Your Insured Property.

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

### **Quality Assurance**

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

### **Service**

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

### **Fair Dealing**

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

## **23. Average/Underinsurance**

The Mobile Plant and Motor Vehicle Product contains an average/underinsurance clause. This means when You take out insurance with Us and when You renew with Us We require You to insure for the market value of Your Insured Property. If You do not do so, and You are insured for less than 80% of the market value of Your Insured Property, We will pay You less in the event of any claim, being that proportion of all loss or damage which the Sum Insured bears to 80% of the market value.

Please refer to the full Policy wording under Conditions That Apply To All Sections of Policy Product 1.

## **24. Updating Our PDS**

The information in this PDS is current as at the date of this PDS. From time to time, We may include more up-to-date information in the PDS that is not materially adverse without notifying You. You can get more up-to-date information by contacting Us or by visiting Our Website at [www.yellowcover.com.au](http://www.yellowcover.com.au). A copy of the updated version is available to You at no cost through Your insurance broker or by visiting Our Website. If We need to, We will issue a supplementary or replacement PDS.

## PART B POLICY WORDING

### Your Cover under this Policy

At Your election this insurance Policy can provide up to 3 different Policy Products. They are:

| Policy Product   | Product cover                          | Summary of cover   |
|------------------|--|--|
| <b>Product 1</b> | <b>Mobile Plant and Motor Vehicles</b> | This Product provides Cover for Your Insured Property as well as Cover for Your liability to Third Parties for Personal Injury or Damage to Property arising out of the use of Your Registered Insured Property during the Period of Insurance.  |
| <b>Product 2</b> | <b>Liability</b>                       | This Product provides Cover for Your liability to Third Parties for Personal Injury or Property Damage as a result of an Occurrence in connection with Your Business or caused by Your Products during the Period of Insurance.  |
| <b>Product 3</b> | <b>Business Interruption</b>           | This Product provides Cover for Your eligible trucks, trailers and mobile plant such as excavators, backhoes, dozers, rollers, bobcats and the like, by way of Payment of a Weekly Benefit if Your claims for Loss or Damage to Your Vehicle has been accepted under Policy Product 1. Cover only applies if the item of Insured Property is noted in Your Policy Schedule under Policy Product 3.<br>Note: Availability may be restricted for larger schedules. |

The Cover provided by each Policy Product is subject to the terms, conditions, limits and exclusions set out in this Policy Wording. General exclusions, conditions and definitions (as seen at the back of this document) also apply to all Policy Products.

You are only insured for those Policy Product(s) specified in Your Policy Schedule which sets out Your Cover including any applicable Limit of Indemnity or Sum Insured. Additional automatic or optional extensions may apply as well as additional exclusions and conditions. You should check Your Policy Schedule to ensure that You have the Policy Product(s) and the Cover that You require.

## General Definitions That Apply to all Policy Products

| Word                                | Meaning  |
|-------------------------------------|--|
| <b>Communicable Disease</b>         | <p>means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <ol style="list-style-type: none"> <li>the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and</li> <li>the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and</li> <li>the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property</li> </ol> |
| <b>Cover, Covered</b>               | means the benefit and protection provided by each type of Policy Product specified in Your Policy Schedule.  |
| <b>Excess</b>                       | means the amount specified in Your Policy Schedule You must pay as the first part of any claim unless otherwise stated under the provisions of any applicable Policy Product.  |
| <b>GST</b>                          | has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.   |
| <b>Headings</b>                     | when used in Your Policy, are purely descriptive in nature and are not intended to be used for interpretative purposes.  |
| <b>Input Tax Credit</b>             | has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.   |
| <b>Insurance Proposal</b>           | means the particulars of insurance completed by You, as Your application for insurance, and submitted to Us either in writing or electronically on which We rely to determine whether to provide You with a Policy, and if so, upon what terms and conditions.   |
| <b>Insured Property</b>             | means Mobile Plant, Motor Vehicles and stationary items of plant and equipment specifically described in Your Policy Schedule.   |
| <b>Limit of Indemnity</b>           | means the amount(s) specified in Your Policy Schedule as the maximum amount up to which We will protect You for Your liabilities, subject to the application of any Excess.  |
| <b>National Transport Insurance</b> | means National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share.   |
| <b>Policy</b>                       | means this document, Your Policy Schedule, the Policy Products, the Insurance Proposal, any declarations and statements You make to Us and any other notice We give You in writing, all to be read together.   |
| <b>Policy Product</b>               | means each type of Cover contained in this document. The Policy Products which apply to You are specified in Your Policy Schedule.   |
| <b>Policy Schedule</b>              | means the most current insurance details and attachments to them, issued to You by Us. It sets out Your Policy number, the Policy Product(s) applying, Excess and any special conditions, endorsements and limits which apply to Your Policy.  |

PART B  
**POLICY WORDING**

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| <b>Word</b>                | <b>Meaning</b>  |
|----------------------------|---|
| <b>Period of Insurance</b> | means the period between and includes the dates in Your Policy Schedule shown as 'Insured From/To' during which We provide insurance under Your Policy. Your Policy expires on the date specified in Your Policy Schedule as the 'to' date at 4.00pm Local Standard Time (L.S.T.) of the State or Territory within the Commonwealth of Australia in which Our office issuing Your Policy is located.  |
| <b>Sum Insured</b>         | means the amount(s) specified in Your Policy Schedule for the specific item being insured, which will be the maximum amount We will pay, subject to the application of any Excess.  |
| <b>Terrorism</b>           | means an act, including but not limited to the use of force or violence (or the threat of force or violence), 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 ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear. |
| <b>We/Our/Ours/Us</b>      | means National Transport Insurance administered on behalf of the Insurers by its manager NTI Limited: ABN 84 000 746 109; AFSL 237246.  |
| <b>You/Your/Yours</b>      | means the insured named in the Policy Schedule whose place of residence or if a company, whose place of incorporation, is within Australia or its external territories.   |



# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

### Introduction

#### The Cover

This Policy Product does not apply unless it is noted in Your Policy Schedule.

Subject to the following terms and conditions, as well as General Exclusions and Conditions that apply to all Policy Products, this Policy Product provides Cover for loss or damage resulting from an Accident and for theft of Your Insured Property, and Cover for Your liability to certain third parties for Personal Injury or Damage to Property resulting from an Accident and arising out of the use of Your Registered Insured Property, during the Period of Insurance.

#### Summary of Cover

##### Section 1: Material Damage

Applies to the settlement of any Claim if Your Insured Property is damaged in an Accident or stolen during the Period of Insurance.

##### Section 2: Road Risk Liability

Provides Cover for Your liability to third parties for Personal Injury or Damage to Property that results from an Accident and arises from the use of Your Registered Insured Property during the Period of Insurance. It will also provide Cover:

- for legal costs incurred by You with Our prior written consent in defending a claim for which there is Cover under Section 2 of this Policy Product 1 ; and
- to Your employer or a principal who has engaged You under contract, for damages caused in an Accident whilst Your Registered Insured Property is being used on their behalf.

##### Additional Benefits:

These are automatically provided as outlined within each Section of this Policy Product 1.

##### Optional Extensions:

Optional extensions are available for purchase for Section 1 or 2 or both. They only apply if they are listed in Your Policy Schedule.

##### Section 3: Terrorism Loss or Damage

Applies to the settlement of Your claim if there is loss or damage to Your Motor Vehicle as a result of Terrorism to it during the Period of Insurance.

### Definitions Specific To All Parts of Policy Product 1

| Word                        | Meaning   |
|-----------------------------|---|
| <b>Accident, Accidental</b> | means a sudden, unintended, unforeseen, unlooked-for event or mishap, which is not expected nor designed.   |
| <b>Another Person</b>       | means an individual or number of individuals other than: <ol style="list-style-type: none"> <li>a. You or any of Your relatives who ordinarily reside with You, or with whom You ordinarily reside;</li> <li>b. a person who is one of Your business partners or employees acting as same; or</li> <li>c. where You are a firm or corporation, a person who is a business partner, director, or employee of the firm or corporation.</li> </ol> |
| <b>B - Double</b>           | means a prime-mover towing two articulated trailers without the use of a Converter Dolly.   |
| <b>B - Triple</b>           | means a prime-mover towing three articulated trailers without the use of a Converter Dolly.   |
| <b>Combined Unit</b>        | means a towing Motor Vehicle with any number of attached towable trailers.  |

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

| Word                      | Meaning  |
|---------------------------|--|
| <b>Converter Dolly</b>    | means an axle assembly equipped with a turntable used for the connection of two articulated trailers.  |
| <b>Damage to Property</b> | means physical damage to or destruction of tangible property including the loss of use thereof at any time resulting therefrom.  |
| <b>Dangerous Goods</b>    | means: <ul style="list-style-type: none"> <li>a. dangerous goods classes as defined by the current Australian Dangerous Goods Code for the Transport of Dangerous Goods by Road and Rail (but for the purpose of this definition Dangerous Goods shall specifically exclude the following classes of Dangerous Goods: <ul style="list-style-type: none"> <li>i. Class 6.2 - infectious substances; and</li> <li>ii. Class 7 - radioactive substances), and</li> </ul> </li> <li>b. diesel.</li> </ul>  |
| <b>Dry Hire</b>           | means when You hire out Your Insured Property without providing Your employee or any person under Your direct control who is engaged or involved in the operation of Your Insured Property.  |
| <b>Extra(s)</b>           | means Insured Property's: <ul style="list-style-type: none"> <li>a. accessories (including built-in stereo/two way radio/refrigerator/TV receiver/telematics/electronic log book/dash cameras/electric charging cables);</li> <li>b. standard tools and spare parts but excludes hands tools (whether powered or not), ladders, wheelbarrows, hand shovels, picks and the like that are not used specifically for the Insured Property; and</li> <li>c. tarps, gates, chains, chain dogs, and the like (limited to \$10,000 any one event, unless We specify another amount in Your Policy Schedule).</li> </ul> |
| <b>Market Value</b>       | means the value of Your Insured Property exclusive of GST immediately prior to the Accident using market prices and taking into consideration the age, specifications and condition of Your Insured Property.  |
| <b>Mobile Plant</b>       | means: <ul style="list-style-type: none"> <li>a. a backhoe, bulldozer, endloader, forklift, industrial crane or hoist, other mobile machinery/equipment, agricultural implement; or</li> <li>b. a non-motorised machine or implement,</li> </ul> described in Your Policy Schedule and is not a Motor Vehicle.   |
| <b>Motor Vehicle(s)</b>   | means: <ul style="list-style-type: none"> <li>a. any type of machine designed for use on land only, but not a tramway vehicle, locomotive and rolling stock (but this does not exclude a road going Motor Vehicle with 'wind down' rail wheels that may traverse railway lines); or</li> </ul>   |



# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

| Word                          | Meaning   |
|-------------------------------|---|
|                               | <p>b. a trailer,<br/>described in Your Policy Schedule and is not Mobile Plant.</p>   |
| <b>Personal Injury</b>        | means, for the purposes of this Policy Product 1, bodily injury, death, sickness, disease, shock, fright, mental injury or mental anguish.  |
| <b>Portable Work Tools</b>    | means any of the following items used primarily for Your Business that are owned by You: <ul style="list-style-type: none"><li>a. portable power tools operated by a motor;</li><li>b. manually operated hand held tools;</li><li>c. portable electronics, mobile phones, laptops and the like; or</li><li>d. portable surveying equipment.</li></ul> |
| <b>Roadtrain</b>              | means a prime-mover towing two or more articulated trailers with the use of a Converter Dolly.  |
| <b>Theft, Stolen</b>          | means the dishonest or criminal act of appropriating or taking Insured Property, Extras or Working Accessories without the consent of the person in lawful possession thereof.  |
| <b>Tool of Trade</b>          | means the operation of Your Insured Property whilst engaged in and undertaking its designed purpose of excavating, digging, grading, drilling, spraying, scraping, pumping, vacuuming, sucking, lifting, or like operations.  |
| <b>Total Loss</b>             | means where We have assessed that Your Insured Property is destroyed or so damaged as to cease to be Insured Property.  |
| <b>Watercraft</b>             | means a marine vessel normally intended to or designed to float, submerge or move in, on, through or under water.   |
| <b>Wet Hire</b>               | means when You hire out Your Insured Property and provide Your employee or any person under Your direct control who is engaged or involved in the operation of Your Insured Property.   |
| <b>Working Accessory(ies)</b> | means the accessories that You own or lease that are not specifically noted on Your Policy Schedule, but would normally be attached to or in or on Your Insured Property including buckets, chain trencher, hammer, pallet forks, post hole borer, ramps, rippers; rock breaker, sweeper and laser.   |

SECTION 1  
**Material Damage**  
**Important Notice**

Section 1 of this Policy Product 1 does not provide Cover for loss or damage of whatsoever nature directly or indirectly caused by, resulting from or in connection with or in response to any Terrorism (declared or not declared) regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage. (see exclusion 1 in General Exclusions that apply to all Policy Products ). For any claim relating to loss or damage as a result of Terrorism, see Section 3 of this Policy Product 1.

**What You Are Insured For in Section 1**

Subject to the terms of this Policy Product 1, those in the General Exclusions and Conditions that apply to all Policy Products and payment of any applicable Excess, We will pay for loss or damage to or Theft of:

1. Your Insured Property;
2. Your Extras whilst contained in/on or attached to Your Insured Property; and
3. Your Working Accessories whether or not they are attached to Your Insured Property,

as a result of Accidental loss or damage, or Theft of Your Insured Property, and/or its Extras and/or its Working Accessories occurring during the Period of Insurance.

Cover for Working Accessories is limited to a maximum of \$10,000 Sum Insured (for any one Insured Property item) during any one Period of Insurance unless another amount is noted in Your Policy Schedule.

**Settlement Clauses**

**1. How We Will Settle Your Claim:**

- a. Where Accidental loss or damage to, or Theft of, Your Insured Property or its Extras or Working Accessories occurs, We will decide whether to:
  - i. repair, reinstate or replace the damaged parts of Your Insured Property, its Extras or Working Accessories;
  - ii. pay the amount of the loss or damage as reasonably determined or agreed by Us; or
  - iii. replace Your Insured Property, its Extras and/or Working Accessories;
- b. As an additional benefit where You or Your employee operator/driver of Your Insured Property (or a member of their immediate family) is injured and dies as a direct consequence of the Accident to Your Insured Property We will provide You or Your legal personal representative with the option to Total Loss Your Insured Property, (that includes its Extras and/or Working Accessories), subject to the Settlement clauses 1,2 and 3.
- c. We will not pay any amount for Your Insured Property (including its Extras and Working Accessories) under this Section 1 Cover exceeding:
  - i. the Market Value; or
  - ii. the Sum Insured,at the time of the loss or damage or Theft, and whichever is the lesser amount.

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

### 2. New Insured Property Replacement

If:

- i. Your Insured Property is a Motor Vehicle (other than described in paragraph ii. and iii. of this clause) that becomes a Total Loss or is Stolen within **three years** of its original registration after new manufacture, or
- ii. Your Insured Property is Mobile Plant and becomes a Total Loss within **three years** of its first purchase after new manufacture, or
- iii. Your Insured Property is:
  - A. a stock or tanker type trailer;
  - B. a garbage compactor rigid body truck;
  - C. concrete pump equipment; or
  - D. other custom built specialist application body type;and becomes a Total Loss within **one year** of its first purchase after new manufacture

at Your election We will:

1. replace Your Insured Property with a new equal, make, model and series including payment of stamp duty, delivery charges and registration fees (replacement cost) where an equal model is available; or
2. provide the equivalent value of Your original Insured Property's replacement cost as a maximum towards the purchase of an alternate make if You chose to move to that make.

Where Your Insured Property or Combined Unit, has:

- i. a total Sum Insured no greater than \$2,000,000, We will only pay up to the maximum value of the Sum Insured on the Policy Schedule plus an additional 20% of that Sum Insured; or
- ii. a Sum Insured or Market Value greater than \$2,000,000, We will only pay the lesser of the Sum Insured or Market Value.

If You elect not to replace Your Insured Property (that includes its Extras and/or Working Accessories), or the equal model or alternate make is not available, then We will pay:

- i. the Market Value; or
- ii. the Sum Insured, at the time of the loss or damage or Theft, and whichever is the lesser amount.

When We pay for a Total Loss of Your Insured Property, Cover will cease for that Insured Property without refund of premium.

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

### 3. Finance Payout For Total Loss

- a. For the purposes of this Finance Payout Protection clause, Payout Amount means the amount owing at the time of the Accident or Theft under any lease, hire purchase or similar agreement to which Your Insured Property is subject, but excluding:
  - i. arrears, penalties or charges owing or payable by You under those agreements; and
  - ii. any declared proportion of the GST component of the purchase price of Your Insured Property that was financed as a part of the lease or finance agreement to which You were entitled to claim an input tax credit.
- b. Where Your Insured Property is subject to a lease, hire purchase or similar agreement and becomes a Total Loss during the Period of Insurance as a result of an Accident or Theft and:
  - i. the Payout Amount is greater than the Market Value or Sum Insured (whichever the lesser), We will pay:
    - A. up to an additional 25% of either the Market Value or Sum Insured (whichever the lesser) for Your Insured Property, where the Sum Insured or Market Value is no greater than \$2,000,000; or
    - B. no more than the Sum Insured or Market Value (whichever the lesser) for Your Insured Property where the Sum Insured or Market Value exceeds \$2,000,000 (either as a single unit or as a Combined Unit); or
  - ii. the Payout Amount is less than both the Sum Insured or Market Value, We will pay up to the Sum Insured or the Market Value (whichever is the lesser).

### Limit of Cover

- a. We will not pay more than:
  - i. the Sum Insured specified in Your Policy Schedule or in Settlement Clause 2. New Insured Property Replacement for any one Accident to, or Theft of, Your Insured Property; or
  - ii. the Sum Insured specified under the Finance Payout Protection clause for any one Accident to, or Theft of, Your Insured Property.
- b. We will not pay more than \$15,000,000 in aggregate under Section 1 of this Policy Product 1 with respect to all claims arising out of the same event.

### Recovery

#### Mobile Plant Recovery

Where there is a valid claim under Section 1 of this Policy Product 1 for loss or damage to Your Mobile Plant, We will pay for the reasonable and necessary costs incurred, with Our prior written consent, of:

- a. dismantling, recovering and transporting Your Mobile Plant for the purpose of repairing the damage;
- b. returning Your Mobile Plant to where it is usually kept following the completion of the repair; and
- c. protecting Your Mobile Plant from further damage pending repair.

Our liability under this clause 1 will not exceed \$250,000 (unless another amount is noted in Your Policy Schedule) for any one Accident.

#### Motor Vehicle Recovery

Where there is a valid claim under Section 1 of this Policy Product 1 for loss or damage to Your Motor Vehicle We will pay the reasonable cost of protection and recovery of Your Motor Vehicle to the nearest qualified repairer (or if You choose, to Your base of operations or a repairer of Your choice subject to Us first authorising or arranging the recovery transportation) for the type of Motor Vehicle damaged, or a place of safety, following loss or damage covered by this Policy Product 1.

#### Recovery/Retrieval Costs - No Damage

In the event of Your Insured Property becoming unintentionally immobilised in any physical situation in or about the site of any contract undertaken by You the cost of recovery necessarily incurred and/ or withdrawal therefrom will be

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

deemed to be loss or damage within the meaning of this Policy.

The indemnity under this clause Recovery/Retrieval Costs - No Damage is subject to these conditions:

- a. Our liability in respect of such cost will not exceed \$50,000 during the Period of Insurance;
- b. No amount is payable under this clause Recovery/Retrieval Costs - No Damage, if the immobilisation is a result of mechanical (which includes over-revving of the engine howsoever caused or incurred), or electrical or electronic events, any one of which results in breakdown, failure or malfunction of Your Insured Property;
- c. Where You provide Your own equipment, for the purposes of recovery, settlement will be at cost without allowance for profit; and
- d. Recovery of Insured Property provided in all clauses above does not extend to include salvage of any load carried at the time of the Accident.

### Emergency Avoidance - Arrester Bed

In the event of Your Motor Vehicle becoming immobilised in an arrester bed or arrester lane as a result of Your attempt to avoid a possible Accident, We will provide Cover for the reasonable cost of retrieval of Your Motor Vehicle, together with the cost of any rectification of the arrester bed or arrester lane. Any claim under this Additional Benefit will be subject to an Excess of \$1,000.

## Automatic Additional Benefits to Section 1

### Mobile Plant:

Where there is a valid claim which has been accepted by Us, under Section 1 of this Policy for loss or damage to Your Mobile Plant, the following Additional Benefits will automatically apply:

#### 1. Appreciation/Escalation

We will increase the Sum Insured of Your Mobile Plant equivalent to the appreciation of Your Mobile Plant's Market Value during the Period of Insurance, by a value no greater than 25% of the Sum Insured, provided that:

- a. the Sum Insured was the same as Your Mobile Plant's Market Value at the start of the Period of Insurance; and
- b. the Market Value immediately prior to the Accident or Theft exceeded the Sum Insured.

Any appreciated value payable under this Additional Benefit is subject to payment of an additional premium by You, as calculated by Us which will be based on the increased Sum Insured for the Mobile Plant in question.

In all other respects, the Section 1 Settlement Clause How We Will Settle Your Claim continues to apply.

#### 2. Hired in Mobile Plant - \$50,000

Subject to the terms and conditions of Section 1 of this Policy Product 1, will automatically Cover Your Hired in Mobile Plant (not specified in Your Policy Schedule) up to \$50,000 (unless another amount is noted in Your Policy Schedule under Hired in Plant) for all claims occurring during any one Period of Insurance provided that:

- a. You are legally responsible for such loss, damage or Theft, under the terms of the hire agreement;
- b. the Hired In Mobile Plant is of a similar type, nature and use to Your Mobile Plant listed in Your Policy Schedule; and
- c. the Hired In Mobile Plant does not have any pre-existing faults or defects, which You reasonably ought to have known.

The Section 1 Settlement Clause 1 'How We will settle Your Claim' applies to this Optional Benefit but clause 2 'New Insured Property Replacement' and clause 3 'Finance Payout for Total Loss' of the Settlement clauses in Section 1 of this Policy Product 1 do not apply to this benefit. In no circumstances, will We cover any hiring cost, or any loss of use, of that Mobile Plant.

An Excess of the greater of \$1,000 or 1% of the Market Value of each and every item of Hired In Mobile Plant will apply (unless a higher amount is noted for Hired In Plant in Your Policy Schedule).

#### 3. Subrogation Waiver - Wet Hire

- a. Where:
  - i. You have Wet Hired out Your Mobile Plant; and
  - ii. the hire agreement provides that:

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

- A. You will arrange insurance against damage to Your Mobile Plant for the hirer; or
- B. You will release the hirer from liability for damage to Your Mobile Plant.

We will indemnify the hirer under Section 1 of this Policy Product 1 against loss or damage to Your Mobile Plant occurring while on hire to the hirer.

- b. Our liability under this Additional Benefit will not exceed the lesser of:
  - i. the level of insurance or release that the hire agreement requires You to provide to the hirer;
  - ii. the Sum Insured; or
  - iii. Market Value.

### **Motor Vehicle:**

Where there is a valid claim which has been accepted by Us, under Section 1 of this Policy Product 1 for loss or damage to Your Motor Vehicle, the following Additional Benefits will automatically apply:

#### **1. Emergency Accommodation**

Where Your Motor Vehicle is insured for loss or damage under Section 1 of this Policy Product 1, We will pay reasonable costs for emergency temporary accommodation for You, or Your employee driver if the Accident occurred outside a radius of 100Km from Your home base or Your employee driver's home and Your Motor Vehicle was unroadworthy or unsafe to drive as a consequence of the Accident. You must produce proof of purchase (e.g. receipt or tax invoice) for any costs and We will not pay more than \$2,500 for any one Accident. This additional benefit is additional to the Sum Insured noted in Your Policy Schedule.

#### **2. Hire Motor Vehicle After Theft**

Subject to Your Motor Vehicle being insured for all Sections of this Policy Product 1, or for legal liability fire and theft, We will pay for a hire Motor Vehicle of similar make and model to Your Motor Vehicle for up to 30 days if Your Motor Vehicle is Stolen and either is not found or is found but is not driveable. This benefit stops at the earlier of:

- a. Your Motor Vehicle being returned undamaged;
- b. Your Motor Vehicle is repaired by Us or someone authorised by Us and We return it to You; or
- c. Your claim is settled by Us.

You are responsible for all running costs of the hire Motor Vehicle.

We will not pay more than \$12,500 for any one claim. However, should Policy Product 3 Business Interruption apply to Your Motor Vehicle item, this additional benefit is deleted. This benefit does not apply to Your Mobile Plant. If We refuse or decline Your claim You must repay to Us any moneys already paid by Us under this Additional Benefit. This additional benefit is additional to the Sum Insured noted in Your Policy Schedule.

#### **3. Hire Motor Vehicles - Difference in Excess**

Where You hire a Motor Vehicle that is a passenger carrying type Motor Vehicle (but not a bus, coach, taxi or truck) in connection with Your business and the hire agreement deems the owner of that hired Motor Vehicle to be responsible for insurance, then Your Policy extends to Cover any difference in the Excess for the same type of Motor Vehicle in Your Policy Schedule and that of the insurance excess applicable to the hired Motor Vehicle insurance cover.

#### **4. Journey continuance**

We will pay for the reasonable costs of hiring another Motor Vehicle of similar make and model to continue the journey for delivery of freight, up to a maximum amount of \$5,000 for any one Accident where Your Motor Vehicle was more than 100 kilometres from its point of departure. This additional benefit is additional to the Sum Insured noted in Your Policy Schedule.

#### **5. Novated lease**

Cover is extended to the Motor Vehicles of Your employees, their spouses and immediate family, which are the subject of a novated lease or similar agreement arranged under the auspices of You and specifically agreed to be insured by You, and where such Motor Vehicles are specified in Your Policy Schedule.

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

### 6. Two Wheel or Box Trailer

When Your two wheel trailer or box trailer is attached to or being towed by Your Motor Vehicle, We will Cover loss or damage to Your trailer caused by an Accident during the Period of Insurance.

We will pay the Market Value for this trailer, limited to a maximum \$2,000. This Automatic Benefit will not apply to any two wheel or box trailer with a Market Value in excess of \$2,000.

No Excess will apply to claims accepted under this Additional Benefit. This additional benefit is additional to the Sum Insured noted in Your Policy Schedule.

### Mobile Plant and Motor Vehicle

Where there is a valid claim which has been accepted by Us, under Section 1 of this Policy Product 1 for loss or damage to Your Insured Property, the following Additional Benefits will automatically apply:

#### 1. Cost of Repatriating Operator/Driver

We will pay the reasonable cost up to \$5,000 for returning Your employee operator/driver (and passenger if applicable) to the point of departure or, at Your option, the employee operator/driver's destination following an Accident or Theft of Your Insured Property, provided:

- a. You contact NTI ACCIDENT ASSIST on 1800 684 669 to arrange such travel; and
- b. the loss occurred outside a radius of 100 kilometres from the point of departure.

This Additional Benefit is additional to the Sum Insured specified in Your Policy Schedule for Your Insured Property which is the subject of Your claim under Section 1 of this Policy Product 1.

#### 2. Death Away From Home

If the employee operator/driver of Your Insured Property dies in an Accident covered by this Policy Product 1, and the Accident occurs outside a radius of 100 kilometres from the point of departure, We will pay up to \$2,500 toward the transportation of the deceased to a location within Australia nominated by the deceased's next of kin. This additional benefit is additional to the Sum Insured noted in Your Policy Schedule.

#### 3. Dry Hire - Insured Property

If Your Insured Property is on Dry Hire, Exclusion 7 (Hire, Lease or Loan to a Third Party) in the 'Exclusions that apply to all Sections of this Policy Product 1' is deleted, provided that a hire agreement is in place and is not subject to any damage waiver or conditions that restrict Our right of recovery for loss or damage under Section 1 of this Policy Product 1.

This Additional Benefit excludes Theft of the Insured Property by the hirer or the failure of the hirer to return the Insured Property to You.

#### 4. Emergency Repairs

You may carry out temporary repairs following Accident loss or damage, to a limit of \$7,500 without referral to Us, to return Your Insured Property to a place of safety.

#### 5. Expediting Expenses

If We have authorised repairs We will also indemnify You for the reasonable costs incurred for express carriage rates and extra payment for overtime, night, Sunday or holiday pay incurred, to repair Your Insured Property, but limited to 50% of the market cost for such services or \$25,000 in total, any one loss, whichever is the lesser. This additional benefit is included within Sum Insured noted in Your Policy Schedule.

#### 6. Family Expenses When Operator/driver Hospitalised

At Your option, where Your employee operator/driver of Your Insured Property sustains Personal Injury requiring hospitalisation as a result of an Accident for which there is a valid claim under this Policy Product 1, We will pay for the reasonable cost of transport and accommodation (within Australia only) incurred by the injured employee operator/driver's family member to get to the hospital. We will pay up to \$5,000 in total in any one Period of Insurance. This additional benefit is additional to the Sum Insured noted in Your Policy Schedule.

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

### 7. Funeral Expenses

We will pay the associated burial or cremation costs if the employee operator/driver of Your Insured Property sustains a fatal injury during an Accident, and travel costs within Australia for any member of the deceased employee operator/driver's immediate family, to attend the burial or cremation, provided such death occurs within 12 months of the Accident. This additional benefit is additional to the Sum Insured noted in Your Policy Schedule.

We will not pay:

- a. if the employee operator/driver has committed suicide; or
- b. for a combined amount exceeding \$15,000 in any one Period of Insurance. This Additional Benefit will not be reduced by any accident compensation payment.

### 8. Locks and Keys

We will pay the cost of replacing the keys, fobs or remote-control devices re-coding Your Insured Property's locks if during the Period of Insurance the keys, fobs or remote-control devices to Your Insured Property:

- a. have been stolen (even if Your Insured Property was not);
- b. have been damaged or lost after an Accident as a result of which We have paid a claim under Section 1 of this Policy Product 1; or
- c. may have been duplicated and there are reasonable grounds to believe so.

We will not pay more than \$10,000 for any one item of Insured Property or \$50,000 in total during any one Period of Insurance, subject to the applicable Excess noted on Your Policy Schedule for the Insured Property. No Excess will apply if there is no other loss or damage to Your Insured Property. This additional benefit is included within Sum Insured noted in Your Policy Schedule.

### 9. Maritime Liability

Where Insured Property insured by Section 1 of this Policy Product 1 is being transported by sea between Australian ports, We will Cover You for Your contribution for Your Insured Property 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. This additional benefit is additional to the Sum Insured noted in Your Policy Schedule.

### 10. Modification For Disablement

Where You or Your employee operator/driver of Your Insured Property is permanently disabled in an Accident for which there is a valid claim under Section 1 of this Policy Product 1, We will pay the reasonable costs of modifying Your Insured Property, up to a limit of \$15,000 in total, to enable Your Insured Property to be driven safely. This additional benefit is additional to the Sum Insured noted in Your Policy Schedule.

### 11. Operator/driver Personal Effects

We will Cover Your employee operator/driver for any loss or damage to personal effects that are not covered by the employee operator/driver's household contents or personal effects insurance policy. We will reimburse the replacement cost of these personal effects, up to a maximum of \$5,000 for any one employee, any one claim. This additional benefit is additional to the Sum Insured noted in Your Policy Schedule.

This Additional Benefit does not extend Cover for Portable Work Tools, computers, laptops, iPads and tablets, cash, money or jewellery.

### 12. Operator/driver Psychological and Trauma Counselling

We will Cover You and Your employees up to a limit of \$20,000 for reasonable costs incurred by You or Your employees obtaining professional counselling as a result of trauma arising from an Accident. However this benefit does not cover any costs incurred which are covered by Medicare or private health insurance for which We are not permitted by law to provide. This additional benefit is additional to the Sum Insured noted in Your Policy Schedule. If there is no valid claim accepted under Section 1 or 2 of this Policy, We may, at Our discretion, decide to offer this benefit and not apply any applicable Policy Excess.

### 13. Return of Insured Property

If Your Insured Property or any property for which You are responsible and insured for under this Policy is damaged or Stolen, We will pay the reasonable cost of returning such Insured Property to its usual place of garaging, up to a maximum of \$25,000. This additional benefit is additional to the Sum Insured noted in Your Policy Schedule.



# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

### 14. Reward Costs

If Your Insured Property is Stolen We will (with Our prior written consent) pay for any reward offer made that results in the recovery of Your Insured Property. Our total liability for any one Theft will not exceed \$10,000 for all reward offers made. This additional benefit is additional to the Sum Insured noted in Your Policy Schedule.

### 15. Signwriting

Where Your Insured Property is repairable, We will pay for the reasonable cost of reinstatement of signwriting and artwork existing at the time of Accidental loss or damage in connection with a claim under Section 1 of this Policy Product 1. This additional benefit is additional to the Sum Insured noted in Your Policy Schedule.

### 16. Tyre and Track Damage

Notwithstanding Specific Exclusion 6 That Apply Only to Section 1 of this Policy Product 1 "Tyre and Track Damage", If We agree to pay a valid claim under Section 1 of this Policy and a tyre or track cannot be used as a direct result of damage sustained from a loss covered under this Policy, then We will pay for the new replacement cost of a similar make and specification.

This Additional Benefit only applies when:

- a. the condition of the damaged track or tyre's tread conforms with legal requirements at the time of damage; and
- b. in the case of a tyre, it was not a recapped or retread tyre.

### 17. Windscreen Replacement

We will pay for the repair or replacement of a Broken windscreen on Your Insured Property without Excess, provided no other Loss or Damage has occurred. This extension will not apply to any windscreen damaged whilst operating in or around forestry or demolition sites. The maximum We will pay is \$5,000 in the aggregate for all claims occurring during any one Period of Insurance.

In this Additional Benefit, Broken means a fracture that extends through the thickness of the glass or where the windscreen is laminated, a fracture extending through all layers of the lamination, or where the damage is sufficient to prevent roadworthiness or registration by appropriate authorities.

### 18. First Aid Kit Expenses

We will also cover You for the cost of replacing or re-stocking Your first aid kit which has been used, or damaged as a result of an Accident in which Your Motor Vehicle was involved. The most we will pay for this benefit is \$5,000 per loss. This additional benefit is additional to the Sum Insured noted in Your Policy Schedule.

## Optional Extensions to Section 1

The following Optional Extensions are not automatically applicable and will only apply if they are noted in Your Policy Schedule. Some extensions may apply for Your Mobile Plant only. All Optional extensions are subject to all of the other terms, Conditions, Exclusions, and Definitions of the Policy.

### 1. Overseas Airfreight

If We provide Our prior written consent, We will extend Cover provided under Automatic Additional Benefits to Section 1 - Mobile Plant and Motor Vehicles - 8. "Expediting Expenses" to include necessary and reasonably incurred costs for a chartered Aircraft of a licenced airline anywhere in the world provided that:

- a. the transit of parts, equipment or expert labour is required for the repair or replacement of covered loss or damage to Insured Property, and cannot be achieved on a regular scheduled aircraft service;
- b. the Limit of Liability in regards to Overseas Airfreight is \$50,000 unless another amount is noted in Your Policy Schedule; and
- c. an additional Excess of 10% of the actual cost of airfreight shall apply when settling any claim.

### 2. Mobile Plant Damage Waiver

Notwithstanding Exclusion 7 "Hire, Lease or Loan to Third Party" in the "Exclusions that apply to all Sections of this Policy Product 1", when Your Mobile Plant is Dry Hired out under a signed hire agreement that requires You to:

- a. insure the hirer against damage to Your Mobile Plant; or
- b. release the hirer from liability for damage to Your Mobile Plant,

We will indemnify You or the hirer under Section 1 of this Policy Product 1.

However, Our liability under this Optional Benefit **will not** exceed the level of insurance or release that the hire agreement requires You to provide to the hirer. This Optional Extension excludes Theft by the hirer or failure of the hirer to return the

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

Insured Property to You.

### 3. Down Hole Cover

Notwithstanding the following specific Exclusions:

- a. Specific Exclusions That Apply Only to Section 1 of this Policy Product 1:
  - i. Exclusion 3. Drill Shaft/Bit;
  - ii. Exclusion 4. Equipment in Use; and
- b. Additional Mobile Plant Exclusions to Section 1:
  - i. Exclusion 5. Periodic/Replaceable Parts.

We will Cover You for Accidental loss or damage to Down Hole Items, meaning drill pipes, drill rods, drill shanks, joining sleeves, collars, rock bits and reamers whilst in the ground, subject to those items being listed in Your Policy Schedule. The Sum Insured for this extension is \$50,000 (unless another amount is noted in Your Policy Schedule) for all claims occurring during the Period of Insurance.

### 4. Mobile Plant Mounted on Watercraft

Notwithstanding Exclusion 3. Plant on Watercraft in Additional Mobile Plant Exclusions to Section 1, We will Cover Accidental loss or damage to Your Mobile Plant under Section 1 whilst loading to, unloading from, working upon or mounted on any Watercraft only if the Watercraft has been certified by a fully qualified marine surveyor as appropriate, and Your Mobile Plant is safely secured for its intended use and operation.

### 5. Underground

Notwithstanding Exclusion 13 "Underground" in Exclusions That Apply To All Sections of this Policy Product 1, We will pay for loss or damage to Your Mobile Plant whilst underground. This extension applies to Section 1 of this Policy Product 1 only.

### 6. Blanket Hired in Plant

Subject to the terms and conditions of Section 1 of this Policy Product 1, We will Cover Your Hired in Mobile Plant (not specified in Your Policy Schedule) up to the amount noted in Your Policy Schedule under Hired in Plant (Blanket) for all claims occurring during any one Period of Insurance provided that:

- a. You are legally responsible for such loss, damage or Theft, under the terms of the agreement;
- b. the hired in Mobile Plant is of a similar type, nature and use to Your Mobile Plant listed in Your Policy Schedule; and
- c. the hired in Mobile Plant does not have any pre-existing faults or defects, which You reasonably ought to have known.

The Section 1 Settlement Clause 1 'How We will settle Your Claim' applies to this Optional Benefit but clause 2 'New Insured Property Replacement' and clause 3 'Finance Payout for Total Loss' of the Settlement clauses in Section 1 of this Policy Product 1 do not apply to this benefit. In no circumstances, will We cover any hiring cost, or any loss of use, of that Mobile Plant.

An Excess of the greater of \$1,000 or 1% of the Market Value of each and every item of Hired In Mobile Plant will apply (unless a higher amount is noted for Hired In Plant in Your Policy Schedule).

### 7. Agreed Value

Where Agreed Value is stated in Your Policy Schedule against Your Insured Property that sustains a Total Loss covered under Section 1 of this Policy Product 1, then We will pay the Agreed Value of that item, provided that:

- a. The Agreed Value was supplied in writing by a registered valuer (approved by Us) prior to the commencement of the Period of Insurance in which the loss or damage occurs; and
- b. That valuation is not more than 12 months old at the time of the inception of the Period of Insurance in which the loss or damage occurs.

Otherwise, We will indemnify You in accordance with the Settlement Clause in Section 1 of this Policy Product 1.

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

### 8. Market Value Plus- Mobile Plant

If Your Mobile Plant is identified in Your Policy Schedule as having 'Market Value Plus - Mobile Plant Optional Extension' and as a result of an Accident covered by Section 1 of this Policy Product 1, Your Mobile Plant is treated by Us as a Total Loss, We will pay You the lesser of:

- a. the Market Value plus 15%; or
- b. the Sum Insured shown in Your Policy Schedule,

less the applicable Policy Excess.

This Optional Extension will not apply if:

- i. the Sum Insured or Market Value was greater than \$2,000,000 at the start of the Period of Insurance;
- ii. the Market Value of Your Mobile Plant at the time of loss was greater than 85% of the Sum Insured noted in Your Policy Schedule; or
- iii. Agreed Value optional extension would apply to Your Mobile Plant

### 9. Substitute Hire Costs - Mobile Plant

Where Your Mobile Plant sustains Accidental loss or damage Covered under Section 1 of Policy Product 1, We will Cover You for the cost necessarily incurred to hire-in an equivalent substitute machine as a consequence of the loss or damage, provided that:

- a. Our liability under this Optional Extension will not exceed 3 months of hire costs (or as otherwise specified in the Policy Schedule) or until the Mobile Plant is repaired, replaced or when We cash settle Your claim, whichever occurs first;
- b. You will pay the first 7 calendar days (following the loss or damage) of hire costs;
- c. the amount payable under this Optional Extension will be reduced by any amount paid under Policy Product 3 Business Interruption Cover should Coverage be provided by both Policy Products; and
- d. the amount payable under this Optional Extension in any Period of Insurance shall not exceed \$100,000 (unless another amount is noted in Your Policy Schedule).

In the event that all reasonable attempts to hire in a substitute Mobile Plant are unsuccessful due to the availability of items for hire in the current market, then We will pay You a weekly benefit of \$1250 per week, for each completed Week up to a maximum of \$15,000 per event. Clause a. b. and c. above must still apply. If this weekly cash benefit applies, the benefit will not commence until 7 days after the loss or damage occurred and no payment will be made for those first 7 days.

### 10. Ongoing Hire Costs

Should You sustain any Accidental loss or damage to or Theft of Hired in Mobile Plant Covered under Section 1 of Policy Product 1, We will Cover You for the hire cost necessarily incurred or owed whilst the lost or damaged hired-in Mobile Plant Covered under Section 1 of Policy Product 1 is being replaced or repaired, provided that:

- a. Our liability under this Optional Extension will not exceed 3 months of hire costs (in the Policy Schedule) or until the Hired in Mobile Plant is repaired, replaced or when We cash settle Your claim, whichever occurs first;
- b. You will pay the first 7 calendar days of hire costs (following the loss or damage) for the Hired in Mobile Plant by way of an additional Excess;
- c. the amount payable under this Optional Extension will be reduced by any amount paid under Policy Product 3 Business Interruption Cover should Coverage be provided by both Policy Products; and
- d. the amount payable under this Optional Extension in any Period of Insurance shall not exceed \$100,000 (unless another amount is noted in Your Policy Schedule).

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

### 11. Finance Payment Protection

For the purposes of this Optional Extension only, Actual Finance Payment means the actual finance payments due and paid by You for the period, less:

- a. any balloon or residual payments which fall due during the period; or
- b. any additional costs due to arrears incurred prior to the date of damage.

In the event that:

- i. there is Accidental loss or damage to, or Theft of, Your Insured Property covered under Section 1 of this Policy Product 1; and
- ii. You are making finance repayments under a valid hire purchase, leasing or other financial agreement for such Insured Property at the date of such loss or damage,

We will insure You for such finance repayments, by paying the financier the equivalent of the daily proportion of Your actual finance payments, from the time of the loss or damage covered under Section 1 of Policy Product 1 until Your Insured Property is replaced, repaired or cash settled, provided that:

- A. You will pay ten percent (10%) of actual finance payments by way of an additional Excess;
- B. You take all reasonable steps to comply with all reasonable requests from Us to minimise the period of disruption to Your Business;
- C. the period of indemnity under this Extension is limited to a maximum of six (6) months from the time of loss or damage;
- D. the amount payable under this Optional Extension will be reduced by any amount paid under Policy Product 3 Business Interruption Cover should Coverage be provided by both Policy Products; and
- E. the amount payable under this Extension in any one Period of Insurance shall not exceed \$50,000 unless another amount is noted in Your Policy Schedule.

### Specific Exclusions That Apply Only to Section 1 of this Policy Product 1

We **will not** pay for and there is no Cover for:

#### 1. Depreciation, deterioration and faulty workmanship

Loss, damage, or resultant mechanical damage to Your Insured Property as the result of:

- a. depreciation, wear and tear, metal fatigue or corrosion; or
- b. deterioration resulting from atmospheric conditions; or
- c. faulty design or workmanship.

However, with the exception of resultant mechanical damage, We will cover loss or damage to Your Insured Property resulting directly from an Accident or fire caused by such failure as stated above.

#### 2. Mechanical Events

Loss, damage, or resultant mechanical damage to Your Insured Property as the result of:

- a. mechanical events, which includes but is not limited to over-revving of the engine however that may have been caused; or
- b. structural failure events; or
- c. electrical or electronic events.

However, with the exception of resultant mechanical damage, We will cover loss or damage to Your Insured Property resulting directly from an Accident or fire caused by such failure as stated above.

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

### 3. Drill Shaft/Bit

Loss or damage to the drill shaft or bit of any drilling rig or machine, whilst in use drilling:

- a. into or below ground; or
- b. below the surface level.

### 4. Equipment in Use

Loss or damage to the blades, cutting discs, grinders, hammers, pulverizing and crushing surfacer, screens, sieves, belts, chains or conveyor belts, or like equipment, being part of Your Insured Property, whilst in use.

### 5. Setting Of Concrete/Bitumen

Loss or damage to Your Motor Vehicle or Your concrete agitator barrel, bowl, or concrete pump caused by the setting or hardening of any concrete, bitumen or similar products being carried at the time of the loss, unless You have demonstrated You have taken all reasonable steps to remove the concrete, bitumen or similar product from Your concrete agitator barrel, bowl, or concrete pump.

### 6. Tyre And Track Damage

Loss or damage caused to Your Insured Property's:

- a. tyres by brake application, road cuts, punctures, bursts, blowouts or shredding of tread; or
- b. rubber tracks (of Mobile Plant) through cuts and/or ruptures

### 7. Your Consequential Loss

Loss incurred by You as the result of not being able to use Your Insured Property as a result of Accidental loss or Theft.

### 8. Obsolete Parts

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

### 9. Voluntary Parting With Possession or Title

Loss or damage to Your Insured Property by You or any person acting on Your behalf or with Your authority transferring the title to or parting with the possession of Your Insured Property whether voluntarily or induced by any fraudulent scheme, trick, false pretence or fraudulent business transaction.

### 10. Fuel or Additive, Inadequate Oil, Coolant or Lubricant

Loss or damage to:

- a. Your Insured Property (that is not a sedan, car, station wagon, 4WD, utility or van less than 4.5 tonnes GVM) caused by misfuelling, or the use (or misuse) of an incorrect fuel, hydraulic fluid, lubricant or additive; or
- b. Your Insured Property caused by use, misuse or failure to maintain adequate oil, coolant or lubricant. However, this Exclusion 10b. will not apply to an Accident or fire caused by such failure which results in loss or damage to Your Insured Property.

#### Note: Additional Exclusions apply

The General Exclusions that apply to all Policy Products and the Exclusions that apply to all Sections of this Policy Product 1 also apply.

### Additional Mobile Plant Exclusions to Section 1

Where there is a claim for Accidental loss or damage to or Theft of Your Mobile Plant under Section 1 of this Policy Product 1, the following additional exclusions also apply:

We will not pay for and there is no Cover for:

#### 1. Alterations/Improvements

the cost of any alterations, improvements or overhauls of Your Mobile Plant during repair.

#### 2. Tidal Movement

Loss or damage to Your Mobile Plant due to its total or partial immersion in tidal waters unless:

- a. You took all reasonable steps to minimize the loss or damage; and
- b. Your Mobile Plant was not left unattended in a tidal zone.

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

### 3. Plant working on Watercraft

Loss or damage to Your Mobile Plant;

- a. during loading to, or unloading from;
- b. whilst working upon; or
- c. being used as a Tool of Trade on,

any waterborne vessel or craft, unless We have agreed in writing.

### 4. Periodic/Replaceable parts

The cost of parts requiring periodic or frequent replacement, repair or maintenance where such costs are incurred as a result of the inherent consumable or replacement nature of such parts unless their repair or replacement was caused by an Accident for which there is Cover under Section 1 of this Policy Product 1.

### 5. Failure to Note Your Interest on Mobile Plant on the Personal Property Securities Act Register

Loss or Damage to Your Mobile Plant where;

- a. a liquidator, administrator or receiver of the hirer of Your Mobile Plant takes possession of Your Mobile Plant; and
- b. You have failed to register Your interest on Your Mobile Plant under the Personal Property Securities Act 2009 (Cth).

### 6. Abandonment

Loss or damage to Your Mobile Plant where You decide that it is too dangerous to attempt recovery of it. However, We will indemnify You for such loss or damage when a suitably qualified and independent engineer that has been appointed by Us agrees with Your decision. If We accept that abandonment of Your Mobile Plant is unavoidable the loss will not be excluded from Cover, however, the amount of the Policy Excess will be the greater of:

- a. 10% of the amount of the loss, or 25% of the loss if the unit is remote controlled; or
- b. the Policy Excess shown in Your Policy Schedule.

This Policy Product 1 does not Cover the cost of any recovery attempt unless We have given Our prior written consent to the operation. Cover for such recovery is as per that outlined in "Recovery" clause 2 "Mobile Plant Recovery" in Section 1 of the Policy.

If You have been fully indemnified for the value of any abandoned Mobile Plant and any of it is later salvaged, the salvage belongs to Us and You must immediately advise Us of any such salvage.

SECTION 2  
**Road Risk Liability**  
**Important Notice**

This Section does not Cover liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with or any response to any Terrorism (declared or not declared) regardless of any other cause or event contributing concurrently or in any other sequence to the legal liability, including action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism (see General Exclusions That Apply To all Policy Products - 1.).

**Specific Definition That Applies Only to Section 2 of Policy Product 1**

In this Section 2, when We say Your 'Registered Insured Property' We mean:

- a. Your Insured Property that is registered with a road or traffic authority for use on public roads and public spaces; or
- b. Your Insured Property that is not ordinarily required to be registered at law but is issued with a temporary permit (or the like) by a road or traffic authority, for and whilst being used on a public road or a public place.

**Cover:**

**What You Are Insured For in Section 2**

**1. Indemnity**

We will indemnify You up to the Limit of Indemnity as specified in Your Policy Schedule (subject to the limits in clauses 3 and 4 of this Section 2 Cover) for any amount which You are held legally responsible to pay as compensation for:

- a. Personal Injury directly to Another Person; and
- b. Damage to Property of Another Person,

as a result of an Accident occurring during the Period of Insurance caused:

- i. by You using Your Registered Insured Property;
- ii. by and during loading or unloading merchandise onto or off Your Registered Insured Property direct to or from a fixed place of rest beside Your Registered Insured Property; or
- iii. by an object or equipment/components of Your Registered Insured Property, falling on, in or from Your Registered Insured Property.

**2. Indemnity to others**

We will also indemnify:

- a. You and Your employee; and
- b. any person You have authorised to drive Your Insured Property who is not otherwise entitled to indemnity under this Policy,

for liability to pay compensation to Another Person for a valid claim under this Section 2 of this Policy Product 1 where Your employee or the authorised person is driving, using or in charge of Your Registered Insured Property:

- i. with Your express permission and authority; and
- ii. on a journey that is approved and authorised by You.

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

### 3. Non Dangerous Goods

#### a. Carrying liability

Where the cargo of Your Registered Motor Vehicle is not Dangerous Goods the Limit of Indemnity is up to the amount specified in Your Schedule in total (subject to the limit for removal of non-dangerous debris in paragraph b. of this clause 3).

#### b. Removal of non-dangerous debris

Where costs, charges and expenses have necessarily and reasonably been incurred to clean up and remove any non-dangerous debris, being an object that has fallen from Your Registered Motor Vehicle as a result of an Accident, where You are entitled to a claim (whether made / or not made) under any applicable Cargo Transit or Carriers Liability Insurance over Your cargo (which includes the application of any Excess under those policies) for removal of the same debris, there would remain an amount in excess of a claimable settlement amount (excess loss amount) for which You still incur a loss, We will pay any excess loss amount up to \$250,000 arising out of that Accident.

### 4. Dangerous Goods

#### a. Carrying liability

Where Your Registered Motor Vehicle is being used for the carriage of any substances or articles declared by any regulatory authority to be Dangerous Goods, but excluding those Dangerous Goods declared by statute, regulation or industry code to be too dangerous to transport by road, We will indemnify You in total for any loss / any one Combined Unit:

- i. up to a limit of \$2,500,000; or
- ii. the amount specified in Your Policy Schedule as Your Limit of Indemnity for Dangerous Goods,

where the loss or damage is Accidental, subject to the limits for asbestos in paragraph b.iii of this clause 4.

For the removal of any doubt the following classes of dangerous goods:

- Class 6 - Division 6.2 - infectious substances; and
- Class 7 - radioactive substances,

are excluded from Cover under Section 2 of this Policy Product 1 and no indemnity applies for liability arising out of their carriage.

#### b. Clean up

- i. Public authority costs: Within the Limit of Indemnity in this clause 4, We will indemnify You for the costs, charges and expenses incurred by or on behalf of a public authority for administration of the cleaning up and removal of an escape of contained Dangerous Goods indemnified by this clause 4 as a result of an Accident.
- ii. Removal of Dangerous Goods debris costs: Where costs, charges and expenses have also been incurred for the cleaning up and removal of Your load indemnified under paragraph a. of this clause 4 as a result of an Accident and You are entitled to a claim (whether made/or not made) under any applicable Cargo Transit or Carriers Liability Insurance covering removal of Your load (which includes the application of any Excess under those policies), there would remain an amount in excess of a claimable settlement amount (excess loss amount) for which You still incur a loss, We will indemnify You for that excess loss amount within the Limit of Indemnity in this clause 4.
- iii. Asbestos: Notwithstanding Specific Exclusion 5 that applies only to this Section 2 of this Policy Product 1, where the Dangerous Goods are asbestos, We will pay for any public authority costs and removal of Dangerous Goods debris costs in accordance with this clause 4, but limited to a maximum indemnity of \$250,000.



# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

### 5. Limit of Liability

- a. Our total liability (inclusive of all costs, charges and expenses) under this Section 2 will not exceed \$50,000,000 as the Limit of Indemnity (unless another amount is shown in Your Policy Schedule) in respect of any one claim or series of claims arising from any one Accident, including any one claim or series of claims arising from the carriage of non-Dangerous Goods or Dangerous Goods but subject to the Limit of Indemnity for the carriage of Dangerous Goods in b) of this clause 5.
- b. Our total liability for the carriage of Dangerous Goods will not exceed \$2,500,000 (unless another amount is shown in Your Policy Schedule), as the Limit of Indemnity for the carriage of Dangerous Goods not otherwise excluded under Exclusion 20 of the Exclusions that apply to all Sections of Policy Product 1 and not otherwise limited in clauses 3 and 4 of this Section 2 Cover.

### 6. Defence Costs

We agree that by giving Our prior written consent We will in addition reimburse You for the costs and expenses of the defence of any claim for which You would be indemnified under Section 2 of this Policy Product 1.

If the total amount required to settle the claim, (or discharge the judgment for damages) exceeds the applicable Limit of Indemnity (or the Limit of Indemnity under the relevant clauses 3 or 4 of Section 2 of this Policy Product 1) We will only pay a proportion of Your legal costs, being the proportion that the Limit of Indemnity represents to the total amount required to settle the claim, (or discharge the judgment for damages). We will not pay more than Your total defence costs.

### 7. Principal or Employer Indemnity

We will indemnify Your employer or any person who as principal has engaged You under a contract, (under the terms of Sections 2 of this Policy) in respect of damages occurring during the Period of Insurance, which are caused by You and arising out of using Your Registered Insured Property on their behalf.

## Automatic Additional Cover for Section 2

### 1. Car Parks

We will not apply Exclusion 1.b. in "Specific Exclusions That Applies Only to Section 2 of Policy Product 1" relating to damage to Motor Vehicles belonging to employees or visitors, contained within the confines of Your car park (or parked within its immediate vicinity) on property owned or operated by You.

### 2. Cross liability

Under Section 2 of this Policy Product 1 where more than one person or party comprises You as defined in this Policy, each person or party will be treated as if a separate Policy had been issued to each of them. Any such person or party making a claim will be treated as though they are insured separately under this Policy. The Limit of Indemnity is not affected or increased as a consequence of this clause.

### 3. Contract Drivers

- a. Subject to paragraph b. of this Automatic Additional Cover, where there is a valid claim under Section 2 of this Policy Product 1, if Your Registered Insured Property is driven by, used by or in the charge of a subcontract driver or a driver supplied by a labour hire company We will indemnify that driver for liability to pay compensation to Another Person provided that the subcontract driver or driver supplied by a labour hire company is driving, using or in charge of Your Registered Insured Property:
  - i. with Your express permission and authority; and
  - ii. on a journey that is approved and authorised by You.
- b. To the extent permitted by law, this Automatic Additional Cover is not available if the driver of Your Registered Insured Property is a subcontract driver or a driver supplied by a labour hire company who is separately insured under a motor/plant, mobile plant or public liability insurance policy that provides indemnity for a claim to pay compensation to Another Person.

### 4. Damage to Your Motor Vehicle by Uninsured Parties

This Cover applies to sedans and utilities only, insured in Your Policy Schedule for Third Party, Fire and Theft or Third Party Damage Only.

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Provided You can satisfy Us that the Accident which gave rise to the claim was the fault of the driver of another vehicle and:

- a. You tell Us the registration number and the name and address of the driver/owner of that other vehicle;
- b. at the time of the loss or damage the driver/owner of that other vehicle was not insured for their third party liability; and
- c. at the time of the loss or damage that third party vehicle was not owned or registered in Your name or in the name of a person who is relative of Yours or any person with whom You normally reside,

then under this clause, the maximum amount We will pay for all claims from any one Accident or series of Accidents arising out of one cause or event is the lesser of \$5,000 or the Market Value of Your Motor Vehicle at the time of the loss or damage. If We pay You the Market Value, then Your Motor Vehicle in its damaged condition will, at Our option, become Our property.

We will, at Our option, either:

- i. repair Your Motor Vehicle to its condition immediately prior to the time of loss; or
- ii. pay You the reasonable cost of repairs to Your Motor Vehicle, subject to the maximum amount, resulting from Accidental loss or damage to Your Motor Vehicle.

### 5. Disabled Motor Vehicle Under Tow

Notwithstanding Exclusion 1.b. of Section 2 of Policy Product 1, We will Cover You for loss or damage to any disabled motor vehicle resulting from being towed by Your Registered Insured Property that is a Motor Vehicle, provided You are not towing the motor vehicle for reward or financial gain.

### 6. Fire, Police and Emergency Services

Where there is a valid claim under this Policy Product 1, We will Cover You up to a limit of \$100,000 per Accident for all reasonable costs charged by the following authorities as a result of loss and damage involving Your Insured Property resulting in the attendance of members of any of:

- a. the fire brigade;
- b. the police; or
- c. other emergency service personnel,

but not for Public Authority Costs for the administration of the clean up of Dangerous Goods debris as provided under clause 4.b.i. of Section 2 Cover of this Policy Product 1.

### 7. First Aid Costs

We will pay up to \$2,500 toward expenses not covered by statutory insurance for first aid cost to Another Person who suffered Personal Injury resulting from an Accident involving Your Registered Insured Property.

### 8. Motor Vehicle Being Test Driven

If a motor vehicle is being demonstrated or test driven by You, or Your employee driver with Your consent, We will Cover Your legal liability:

- a. for loss or damage to or Theft of that motor vehicle; or
- b. to Another Person for Personal Injury or Damage to Property in connection with the use of that motor vehicle, which occurs during the Period of Insurance. We will not pay more than;
  - i. \$100,000 for any claim for loss or damage to or Theft of that motor vehicle; or
  - ii. the Limit of Indemnity under Section 2 of this Policy Product 1 for all liability, including costs and expenses.

No Excess is payable for a claim under this Cover.

To the extent permitted by law, this Additional Benefit is not available if the motor vehicle test driven is separately insured under another Motor vehicle, Mobile Plant or Fleet policy.

### 9. Coronial Representation Costs

Notwithstanding Exclusion 3. Motor Vehicle Liability in Specific Exclusions that apply only to Section 2, Where Your Motor Vehicle is involved in a motor vehicle Accident which directly causes death to Another Person, whether or not it results in a claim which is Covered by this Policy, We will indemnify You for Your reasonable legal costs of representation at any coroner's inquest, incurred with Our prior written consent, up to a limit of \$50,000 in the aggregate for all claims

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

occurring during the Period of Insurance. This benefit will not apply if You are (or could be) indemnified by a compulsory statutory insurance scheme, workers' compensation, accident compensation scheme or similar policy.

### 10. Non-Owned Motor Vehicles

We agree to indemnify You against liability as described in Sections 2 of this Policy in respect of a motor vehicle not owned or supplied by You whilst such motor vehicle is in the charge of Your employee driver whilst on Your business.

### Specific Claim Condition That Applies Only to Section 2 of this Policy Product 1

#### Medicare Notification

We will notify Medicare under the Health and Other Services (Compensation) Act 1995, where any payment is due or claim for compensation is lodged. If a Commonwealth issued 'Notice of Charge' deems an amount is due to the Commonwealth, that amount will be paid to the Commonwealth prior to and nett of any further compensation payment being made.

### Specific Exclusions That Apply Only to Section 2 of this Policy Product 1

We **will not** pay:

#### 1. Property in Your Physical or Legal Control

- a. if the property damaged is owned by You;
- b. if the property damaged is in Your physical or legal control, but this specific exclusion does not apply to Your liability for property damage to premises leased or rented by You for Your business caused by Your Registered Motor Vehicle or Registered Mobile Plant; or
- c. for any liability for loss of use arising out of or from loss or damage to any property in Your physical or legal control.

#### 2. Delivery or Collection Away From the Registered Motor Vehicle

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

#### 3. Motor Vehicle (or Mobile Plant) Liability

- a. for any claim for Personal Injury (where one or more of the following apply):
    - i. caused by or arising directly or indirectly out of or in any way connected with the ownership, possession, operation, driving or use by You of any Registered Insured Property:
      - A. where You or any person using Your Registered Insured Property has or is entitled to be indemnified wholly or partially by any compulsory statutory insurance scheme or accident compensation scheme; or
      - B. where You or any person using Your Insured Property would have been entitled wholly or partially to be indemnified by any compulsory statutory insurance scheme You; or accident compensation scheme but as a result of the failure to:
        - (1) register and/or acquire such insurance for Your Insured Property;
        - (2) comply with (or breach) a term or condition of such a scheme; or
        - (3) lodge a claim under such a scheme, or lodge a claim under that scheme within the time limits required for lodgement,
- such indemnity has been refused, declined or abolished;

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- ii. arising out of or in any way connected with a defect in Your Registered Insured Property (or in a registered motor vehicle or a registered mobile plant) unless at the time of commencement of the Period of Insurance You were not aware of, and a reasonable person in the circumstances would not have been aware of, the defect.

Note: If at the time the Personal Injury occurs Your Registered Insured Property is a:

- (i) Queensland Registered Insured Property, or
- (ii) New South Wales Registered Insured Property,

We will only pay if the defect in Your Queensland or New South Wales Registered Insured Property does not cause loss of control of that Registered Insured Property while it is being driven.

- iii. arising out of the use of any Registered Insured Property adapted to and running on rail or tram tracks.
  - iv. arising out of the use of Queensland registered Mobile Plant, and the Personal Injury occurs whilst such registered Mobile Plant is on land designated as a road according to law.
  - v. arising out of the use of a trailer registered in Queensland or New South Wales whilst that registered trailer is being towed by a registered motorised vehicle or is running out of control having become detached accidentally from a registered motorised vehicle at the time the Personal Injury occurs.
  - vi. arising out of the use of or in connection with Your Registered Insured Property, if Your Insured Property is registered in the Northern Territory; or
  - vii. arising out of the use of Your Registered Insured Property as, or as part of, a show, carnival or festival attraction or as a parade float or for any similar use or activity; or
- b. for any amount:
- i. which is in excess of or below any monetary or other limitations or threshold amount imposed by law; or
  - ii. which by operation of law is otherwise not covered or not entitled to indemnity.

### 4. Employers' Liability

For:

- a. any liability for Personal Injury for which insurance against such liability (whether the insurance is limited in amount or not) is required pursuant to any workers' compensation, accident compensation or similar legislation in respect of Personal Injury to an employee or a person deemed to be Your employee by such legislation;
- b. any other liability imposed by the provisions of:
  - i. any workers' compensation, accident compensation or similar legislation; or
  - ii. any industrial award or agreement or determination or any contract of employment or workplace agreement; or
- c. any claim, including loss of consortium, in respect of or arising out of, the death of or bodily injury to any employee of Yours or a person deemed to be Your employee (which expression includes any person engaged under a contract of service or apprenticeship with You) where same arises out of or in the course of the person's employment with You; or
- d. any liability for Personal Injury sustained by anyone related to, or living with, Your employee (or a person deemed to be Your employee) as a result of Your employee's Personal Injury.

### 5. Asbestos

For liability arising out of any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity, except as allowed in clause 4.b.iii. of the Section 2 Cover of this Policy Product 1 (Dangerous Goods - clean up - asbestos).

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### 6. Aviation Activities

For any liability arising directly or indirectly by, through or from the use of Your Registered Insured Property;

- a. in any aviation activity;
- b. in any activity either within or on airport taxi-ways, aircraft mooring, apron, hangar, landing grounds, tarmac or the like; or
- c. on any temporary landing ground.

### 7. Liability Under Agreement

For liability accepted by You under any contract, warranty, undertaking or agreement, unless You would have been liable regardless of the contract, warranty, undertaking or agreement. However, this exclusion does not apply to liability assumed by You under any written contract with any railway authority for the loading, unloading and/or transport of cargo, including contracts relating to the operation of railway sidings caused by Your Insured Property.

### 8. Tool of Trade

For liability incurred or caused by operating Your Insured Property as a Tool of Trade. However, this exclusion will not apply where:

- a. a crane arm attached to Your goods carrying registered Motor Vehicle is used for the purpose of loading or unloading (as per the Cover clause of Section 2 of this Policy Product 1), but excludes any liability to merchandise attached to such crane arm; or
- b. a pumping device attached to Your goods carrying registered Motor Vehicle has been used to unload freight to a storage container, where that freight being pumped is either powdered, or a liquid not manufactured to normally alter or progress to a solid phase.

#### Note: Additional Exclusions apply

The General Exclusions that apply to all Policy Products and the Exclusions that apply to all Sections of this Policy Product 1 also apply to this Section 2.

## Extensions to Sections 1 and 2

### Automatic Benefits

#### 1. Automatic Inclusion of Additional Insured Property

Any additional and/or replacement Insured Property acquired during the currency of this Policy Product 1, whether on a permanent or temporary basis, is automatically held covered under this Policy from the time You become legally responsible for it, provided:

- a. such addition is notified to Us within 45 days of acquisition;
- b. the Insured Property is of a like and similar kind to those already insured by this Policy Product 1;
- c. the Insured Property will be used in similar operations to Your existing business;
- d. You will supply any supporting risk information as We may reasonably require;
- e. The Excess payable on the newly acquired Insured Property will be the same as the Excess for a like and similar kind of Insured Property currently insured by this Policy but an additional premium may be charged; and

For Insured Property with a Market Value in excess of \$500,000, the Sum Insured under Section 1 of this Policy will be limited to \$500,000. This applies until You request and We accept a higher limit thereon in writing.

#### 2. Accidental Overweight

Exclusion 3.b. of the Exclusions That Apply To All Sections of this Policy Product 1 is deleted where You prove to Us that such overweight was Accidental and could not reasonably be known, detected or prevented by You.

#### 3. Acquired Companies

Your Policy Product 1 extends to include any company, subsidiary or firm formed, purchased or acquired by You during the Period of Insurance; on condition that:

- a. You hold the legal right to control the decisions of such company, subsidiary or firm;
- b. You advise Us of Your interest in such company or firm as soon as possible during the Period of Insurance from the

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date of attachment of such interest;

- c. You declare to Us the details of all additional information requested and a schedule of the acquired Insured Property to be insured and pay such additional premium as may be required by Us;
- d. the acquired company is of a similar nature and operation to Your existing business; and
- e. You pay the premium we assess as applicable,

We reserve the right to consider, Cover and price each acquired company on its own merits.

#### 4. Additional Interests

Your Policy Product 1 extends to include the interests of lessors, financiers, trustees, mortgagees, owners and other parties financially interested in the Insured Property, the nature and extent of such interest to be disclosed in the event of loss, damage or liability. Where this Policy Product 1 Covers the interest of more than one party, any act or neglect of an individual party will not prejudice the rights of the remaining party/parties provided the remaining party/ parties will on becoming aware of any act or neglect whereby the risk of loss, damage or liability has increased, give notice in writing to Us. Each party shall be bound to the terms, conditions and exclusions of the Policy.

#### 5. Trailer in Control (Non-owned trailer)

Notwithstanding anything to the contrary contained in Specific Exclusion 1.b in Section 2 of this Policy Product 1, We will provide Cover for a single trailer that is used in connection with a prime mover or a rigid body truck insured under this Policy. Your Policy is extended as follows:

##### Section 1 -Material Damage

You are indemnified for loss or damage to a single trailer which is not owned, mortgaged, leased or on hire by You, whilst such trailer is in Your lawful custody or control, and is being used by You in conjunction with Your business.

The basis of indemnity will be in accordance with clause 1 of the Settlement Clauses under Section 1 of this Policy Product 1 but for no more than a maximum of \$100,000 per Accident and clause 2 'New Insured Property Replacement' and clause 3 'Finance Payout Protection' have no application to this Additional Benefit.

##### Section 2

Further:

- a. Section 2 of this Policy Product 1 in its entirety is extended to indemnify You in the event of a loss of use claim by the owner of the trailer, (but not by You or any other party who is not the owner of the trailer), following loss or damage indemnified in a claim under Section 1 of this Product Policy 1 under this automatic benefit.
- b. Section 2 of Policy in its entirety applies to the non owned trailer provided there is no entitlement to Cover under any compulsory statutory insurance or any other specific insurance policy taken out by the owner of the trailer.

##### Special Conditions

The Policy Excess for trailers will apply, subject to a minimum Excess of \$2,500.

Where Cover is required for more than one single trailer, then You are not covered unless You notify Us to do so and We agree in writing. We may for that purpose require an additional premium and/or compliance with additional terms and conditions.

In no circumstances, will We Cover caravans under this benefit.

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### 6. Proprietor's Protection

Where Your Insured Property is the subject of a claim that is covered under Section 1 or 2 of this Policy Product 1, but that claim is excluded due to one (or more) of the following exclusions that apply to all Sections of Policy Product 1:

- a. Exclusion 1. Driving Under the Influence;
- b. Exclusion 3b. Exceeding Weight Limits;
- c. Exclusion 4. Unroadworthy;
- d. Exclusion 5. Unlicensed or Unauthorised at Law; or
- e. Exclusion 16b. Operating Outside of Regulations;

We will indemnify You subject to the following:

- i. Your Insured Property was being operated by Your employee or an operator authorised by You;
- ii. You had given that employee or operator adequate training and instructions;
- iii. You had taken precautions that ordinarily would be adequate to prevent a breach of the exclusion; and
- iv. You did not know or could not reasonably have known that the employee or operator was using the Insured Property in a manner that would breach the exclusion.

Where We grant such indemnity under this benefit, We will not waive our Subrogation rights (where allowed at law) against the employee or operator responsible for a breach of these exclusion(s).

### 7. Goods on Hook (\$250,000)

This Policy will automatically insure You for loss or damage to goods or materials being lifted/lowered or positioned by a crane, or other lifting device that are noted on Your Policy Schedule, if:

- a. such goods or materials have been prepared for lifting/lowering or positioned in accordance with safe working practice; and
- b. provided that Our liability is limited to \$250,000 in the aggregate for all claims arising during any one Period of Insurance.

### 8. Public Relations/Crisis Management

Provided You have obtained Our prior written consent, We will Cover Your costs reasonably incurred, up to a limit of \$75,000 following an Accident occurring during the Period of Insurance giving rise to a valid claim under this Policy, for management by professional media and public relations consultants, to reduce or negate any adverse publicity or public reaction to Your business.

### 9. Substitute Insured Property

- a. Section 1 is extended to Cover loss or damage to similar Insured Property; and
- b. Section 2 is extended to Cover Your liability arising from the use of similar registered Insured Property,

that You do not own but have in Your possession as a substitute for Your Insured Property whilst undergoing repair or service, where You are liable to insure the substitute vehicle.

In all other respects, Section 1 and 2 Cover and its exclusions as well as the Policy terms, conditions and exclusions (including the Tool of Trade exclusion) continue to apply.

### 10. Errors and Omissions

Subject to the conditions stipulated under Extensions to Section 1 and 2, Automatic Benefits, 1 Automatic Inclusion of Additional Insured Property, Your Policy shall not be prejudiced in the event of an unintentional or inadvertent error, omission, or incorrect description of any motor vehicle or mobile plant by You during the current Period of Insurance. Such interest shall be automatically covered by this Policy provided such error or omission shall be advised to Us as soon as practicable upon same coming to Your knowledge and is subject to payment of an additional premium by You, as calculated by Us

## **Optional Extensions to Sections 1 and 2**

**The following Optional Extensions are not automatically applicable. They will only apply if noted in Your Policy Schedule.**

### **1. Goods on Hook**

We will insure You for loss or damage to goods or materials being lifted/lowered or positioned by a crane, or other lifting device that are noted on Your Policy Schedule, if:

- a. such goods or materials have been prepared for lifting/lowering or positioned in accordance with safe working practice; and
- b. provided that Our liability is limited to the amount shown in Your Policy Schedule for Goods on Hook any one Accident.

In all other respects, the Policy, and its terms, conditions and exclusions continue to apply.

### **2. Crane Multi Lift**

Exclusion 10. 'Dual or Multi Lifting Operations' in the Exclusions That Apply To All Sections of Policy Product 1 does not apply to any loss or damage or liability caused to, caused by or arising out of the use of Your lifting device whilst it is being used for the purpose of any raising or lowering operation (or any occurrence associated therewith) in which a single load is shared between Your Mobile Crane and another lifting device, provided that:

- a. only 75% of the safe working load of each machine is employed during the multi-lift in respect of the required jib length and operating radius;
- b. the multi-lift complies with all relevant state regulations governing such lifts;
- c. a competent, experienced and duly qualified person is specifically appointed to supervise the multi-lift;
- d. the person mentioned in c. above during the entire operation of the multi-lift must be:
  - i. in a position to give clear signals to the operators of each machine; and
  - ii. in constant radio communication with each machine operator; and
- e. if any multi-lift involves more than three lifting machines:
  - i. the area in and around where the lift is taking place must be completely clear of all people except those immediately involved in the lifting;
  - ii. the lift must be overseen by a suitably accredited engineer; and
  - iii. the lift must be properly and appropriately rehearsed.

### **3. Trade Plate and Driving Risk Extension**

Where Your Policy Schedule has a trade plate noted on it, the following Cover will apply:

Notwithstanding Specific Exclusion 1(b) to Section 2 of Policy Product 1, Your Policy Product 1 is extended to provide Cover for any Motor Vehicle that is not specified in Your Policy Schedule, if that Motor Vehicle has a trade plate as shown in Your Policy Schedule, attached to it and there is Accidental loss or damage whilst it:

- a. is in Your care;
- b. is being collected or delivered, transported for registration, road tested or demonstrated for sale; and
- c. is driven by or in the charge of Your employee driver.

This Optional Extension will not apply to any Motor Vehicle to which the trade plate is attached where the loss or damage to that Motor Vehicle is sustained whilst it is being carried by or being loaded on to or off a Motor Vehicle capable of carrying at least one Motor Vehicle at any one time.

**Conditions that apply only to this additional benefit:**

- a. The Excess as shown in Your Policy Schedule that applies to the Motor Vehicle type to which the trade plate is attached, applies to each and every claim; and



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- b. to the extent permitted by law, Cover provided by this additional benefit will apply only in excess of any settlement amount under any marine or motor vehicle type policy of insurance over the Motor Vehicle to which the trade plate is attached.

### 4. Burning Cost Premium adjustment

#### Definitions applying to this Optional Extension:

|                         |  |
|-------------------------|--|
| <b>Deposit Premium</b>  | means the 'Deposit Premium' shown in Your Policy Schedule.   |
| <b>Incurred claims</b>  | means the total of: <ul style="list-style-type: none"> <li>a. what We have actually paid for claims during the Period of Insurance;</li> <li>b. what We have allowed as a reserve to pay those claims not yet resolved at the end of the Period of Insurance; and</li> <li>c. a further amount of 5% of the total of a. and b. towards claims 'incurred but not yet reported' (IBNR) at the end of the Period of Insurance. We reserve the right to adjust this IBNR amount and charge additional premium where subsequent claims amounts reported outside the Period of Insurance for claims occurring within the Period of Insurance, exceed the 5% IBNR allowance.</li> </ul> |
| <b>Incurred Premium</b> | means the Claims Driven Adjustment Formula shown in Your Policy Schedule times the Incurred Claims.  |
| <b>Maximum Premium</b>  | means the 'Maximum Premium' in Your Policy Schedule or subsequent endorsement.   |
| <b>Minimum Premium</b>  | means the 'Minimum Premium' in Your Policy Schedule or subsequent endorsement.   |

#### Under this Optional Extension:

- a. You must pay the Deposit Premium at the commencement of the Period of Insurance;
- b. At the end of the Period of Insurance. We will calculate the Incurred Premium for the full Period of Insurance; and
- i. pay to You any amount by which the Incurred Premium is less than the Deposit Premium; and
  - ii. You must pay to Us any amount by which the Incurred Premium exceeds the Deposit Premium,
- this is subject to the Maximum Premium and Minimum Premium so that, overall You will pay not less than the Minimum Premium and not more than the Maximum Premium; and
- c. If during the Period of Insurance the Deposit Premium is varied as a result of addition or deletion of Insured Property covered under this Policy Product 1, then the Maximum Premium and the Minimum Premium will be adjusted proportionately.

We will retain the right to call up the difference between the Deposit Premium and the Maximum Premium at any time during the Period of Insurance if incurred claims exceed 80% of the Deposit Premium.

### 5. Aggregate Excess

**Aggregate Excess** means the amount described as such in Your Policy Schedule, that You must pay as the first part of all combined losses during the period the Policy is in force until the Aggregate Excess is exhausted.

In calculating the amounts to be applied towards the exhaustion of the Aggregate Excess, the following provisions apply:

- a. You must pay for any loss that is below the Excess (for the type of Insured Property as described in the Excess

## POLICY PRODUCT 1

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Conditions area in Your Policy Schedule) and it will not accumulate to the Aggregate;

- b. In determining the amount to be applied toward exhaustion of the Aggregate Excess, the following will first be deducted from the amount of the loss before the balance of loss accumulates to the Aggregate:
  - i. the amount of the Excess; and
  - ii. any applicable age or other Excess.
- c. Your contribution to the Aggregate Excess is calculated by adding:
  - i. the total of all claims settlements by Us on Your behalf and paid by You; and
  - ii. all assessor, investigator and legal costs that We have incurred or You have incurred and for which We have given prior approval,  
  
during the period the Policy is in force.
- d. Where You have elected under Section 1, Settlement Clause 2 to replace Your Insured Property with a new unit, and We, acting reasonably, agree You or Your driver were not at fault, if there is any recovery by way of subrogation, You will be responsible for any difference in the amount between the new replacement cost under Section 1 and the amount recovered. Any such difference shall apply toward exhaustion of the Aggregate Excess.

Only the GST exclusive proportion of any claims settlement or other cost that has Our prior approval is used in calculating the amount applied towards the Aggregate Excess.

This Optional Extension is subject to the following further conditions:

- i. In addition to Your General Claims Responsibilities, You must take reasonable steps to advise Us of all Accidents where the loss or damage is likely to exceed the Excess during the period the Policy is in force;
- ii. Subject to the extent of Coverage provided, We will manage all losses on Your behalf that exceed the Excess;
- iii. if during the period the Policy is in force the Premium is varied as a result of the addition or deletion of Insured Property covered under this Policy Product 1, then the Aggregate Excess will remain unchanged; and
- iv. should You cancel Your Policy during the Period of Insurance, We agree to rebate Your Premium in accordance with the Cancellation conditions, however the Aggregate Excess remains unchanged and as described in Your Policy Schedule.

#### **6. Stop Loss**

Notwithstanding any Aggregate Excess that may be applicable to this Policy Product 1, We will indemnify You for any loss greater than the Stop Loss Sum Insured, as nominated in Your Policy Schedule. The Stop Loss sum insured, applicable to each loss, will be the only amount to accumulate to the exhaustion of the Aggregate Excess. Stop Loss Cover ceases upon exhaustion of the Aggregate Excess.

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

### 7. Claims Experience Discount

#### Definitions applying to this Optional Extension:

|                                      |   |
|--------------------------------------|---|
| <b>Premium Adjustment Percentage</b> | means the percentage stated in Your Policy Schedule.  |
| <b>Loss Percentage</b>               | means the percentage as shown in Your Policy Schedule.  |
| <b>Maximum Credit Percentage</b>     | means the percentage shown in Your Policy Schedule.   |
| <b>Premium</b>                       | means the Premium shown in Your Policy Schedule exclusive of additional charges for extended Section 2 or other additional charges.   |
| <b>Final Premium</b>                 | means the Premium (as adjusted for any alteration to the number of items and values insured during for the Period of Insurance), multiplied by the Premium Adjustment Percentage.                                   |
| <b>Incurred Claims</b>               | means the total of:<br>a. what We have actually paid for claims during the Period of Insurance;<br>b. what We have allowed as a reserve to pay those claims not yet resolved at the end of the Period of Insurance; |

#### Calculation of Claims Experience Discount (CED)

The **CED** rebate is calculated as follows:

(Final Premium less Incurred Claims) multiplied by Loss Percentage

This **CED** rebate will be calculated seventy-five (75) days after the expiration of the policy term.

#### The Agreement under this Optional Extension:

- If at the end of this Period of Insurance for which this calculation applies, You agree to insure with Us for the next twelve month Period of Insurance, We agree to credit the new premium by the CED rebate (or if the CED rebate exceeds the maximum credit, by the maximum credit).
- You and Us agree that the maximum credit will be the amount obtained by applying the Maximum Credit Percentage to the Premium.
- You agree that this CED rebate will only apply where the Final Premium at the end of this Period of Insurance is greater than the Incurred Claims for the same Period of Insurance.
- You agree that if You fail to maintain the next twelve month Period of Insurance stated in paragraph (a) of this CED Optional Extension, We will be entitled to recover the credit from You.

## SECTION 3

### **Terrorism Loss or Damage**

General Exclusion 1 "Terrorism" that applies to all Policy Products **does not apply** to Section 3 of this Policy Product 1.

This Section **does not apply** to plant and equipment used in mining and construction activities that would not ordinarily be registered to travel by road. For the purposes of this Section 3, **Your Motor Vehicle** also includes its Extras and/or Working Accessories.

We **will pay** for loss or damage to Your Motor Vehicle as a result of Terrorism if there has been a declaration by the responsible Minister pursuant to the Terrorism and Cyclone Insurance Act 2003 (Cth), or as subsequently amended, that an act of Terrorism has occurred.

#### **How We settle Your claim.**

We will, at Our option, either:

- a. repair, reinstate or replace the damaged parts of Your Motor Vehicle;
- b. pay the amount of the loss or damage as reasonably determined or agreed by Us; or
- c. replace Your Motor Vehicle.

We will not pay any amount exceeding the Market Value of Your Motor Vehicle at the time of the loss or damage covered by this section. If You have not insured up to the Market Value then We will pay the sum that You have insured up to. We will not pay more than \$2,500,000 in aggregate under this Section 3 of this Policy Product 1 for loss or damage to Your Motor Vehicles insured by Us, arising out of the same act of Terrorism.

## **EXCLUSIONS THAT APPLY TO ALL SECTIONS OF POLICY PRODUCT 1**

We **will not** pay for:

### **1. Driving Under The Influence of Drugs or Alcohol**

Loss or damage to Your Insured Property or any liability arising from Your Insured Property being driven by or being in the charge of or in control of You or any person:

- a. under the influence of any drug or of intoxicating liquor to such an extent so as:
  - i. to be incapable of having proper control of Your Insured Property;
  - ii. to be at or above the concentration of drugs or alcohol that is prescribed under the law of the state or territory in which the loss or damage occurs and which is present in the breath, blood, urine or oral fluid of the person in control of or driving Your Insured Property; or
  - iii. to be impaired;
- b. in whose breath, blood, urine or oral fluid the concentration of alcohol or drugs is at or above that concentration where it is an offence to be in control of or drive or be in charge of Insured Property under the law of the state or territory in which the loss or damage occurs; or
- c. who fails or refuses:
  - i. to provide a specimen or sample of their breath for analysis by a breath analysing instrument;
  - ii. to provide a specimen or sample of their blood for a laboratory test or blood test;
  - iii. to provide a specimen or sample of oral fluid or urine for a laboratory test or other analysis;
  - iv. to undergo an assessment of drug impairment; or
  - v. to comply with a direction or requirement of a member of the Police force or other authorised person as to the provision of a specimen or sample as in (i), (ii), (iii) and (iv) of this clause,

where such specimen or sample is sought or assessment is undertaken or such direction or requirement is made to ascertain the impairment or concentration of drug or alcohol in a person's breath, blood, urine or oral fluid.

However this exclusion **will not** apply if:

- A. there are any relevant statutory provisions to the contrary; or
- B. You prove that:
  - (1) You did not consent to Your Insured Property being driven by or in charge of a person so affected or so behaving; and,
  - (2) You were not aware of or did not have knowledge that Your Insured Property was or would be driven by or in charge of a person so affected or so behaving.

### **2. Racing/Testing**

Loss or damage to Your Insured Property or any liability arising from it being engaged in any kind of motor sport, racing, pacemaking, reliability trial, speed attempt, hill- climbing, burn-out, stunt or test (other than for a road test following service or repair).

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

### 3. Exceeding Limits

Loss or damage to Your Insured Property or any liability arising from Your Insured Property carrying, lifting, hauling, towing or being operated in a manner so that Your Insured Property, its load or the number of passengers carried exceeds:

- a. the limits for which Your Insured Property, was designed, constructed, registered or licensed (whichever is the lesser);
- b. the weight that is permitted by law, by-law, regulation, permit or regulatory sign; or
- c. any dimension that is permitted by law, by-law, regulation or permit.

However this exclusion will not apply if:

- i. the Accident was not caused by or contributed to by Your Insured Property carrying, lifting, hauling, towing or being operated in a manner such that it or its load exceeded that permitted by law, by-law, regulation or permit; or
- ii. You prove and We accept that You have given instructions or taken reasonable precautions that are adequate to prevent such use and did not know or could not reasonably have known that the operator was using the Insured Property in the manner outlined in a., b. or c. above.

Notwithstanding i. and ii. above, We will not waive Our subrogation rights (where allowed at law) against the operator of Your Insured Property in the event of such Loss or Damage. In all other respects the existing Terms, Conditions and Exclusions of the Policy shall apply.

### 4. Unroadworthy/Unsafe Insured Property

Loss or damage to Your Insured Property or any liability arising from it being used in an unsafe or unroadworthy condition, unless that condition was not or could not be readily detected by You.

### 5. Unlicensed or Unauthorised at Law

Loss or damage to Your Insured Property or any liability arising whilst it is being driven by You or any person;

- a. who is not licensed or authorised under all relevant laws, by-laws and regulations for that class of vehicle or for the purpose for which it is being used, and
- b. You knew or ought reasonably to have known that You or any person driving Your Insured Property was not licensed, entitled or authorised by law to use Your Insured Property for the purpose for which it is being used.

### 6. Hire, Fare or Reward

Loss or damage to Your Insured Property or any liability arising from it being used as a taxi or hire Motor Vehicle. If Your Motor Vehicle is a bus or coach We will not Cover liability for loss or damage to the property of passengers (unless otherwise varied in Your Policy Schedule).

### 7. Hire, Lease or Loan to a Third Party

Loss or damage to Your Insured Property or any liability incurred whilst it is subject to any agreement for hire, or loan or is leased or let by You to any other party. However, this exclusion will not apply to trailers that are loaned by You to any other party for a period less than 12 months (unless otherwise agreed in writing).

### 8. Fuel System Compliance

Loss or damage to Your Insured Property or any liability arising from it being used with a fuel system that does not comply with the relevant Australian Standards Code, where such loss arises directly or indirectly from or by such fuel system.

### 9. Illegal Alterations or Modifications

Loss or damage to Your Insured Property or any liability arising from it being operated with illegal alterations or modifications so that Your Insured Property does not comply with:

- a. The Road Vehicle Standards Act 2018(Cth) and the regulations made thereunder;
- b. the Australian Standards;
- c. the Australian Design Rules; or
- d. the manufacturer's standard design.

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

### 10. Dual or Multi Lifting Operations

Loss or damage to Your Insured Property or any liability arising from it being used in a lifting operation where Your Insured Property is a lifting device and the load being lifted is shared between Your lifting device and any other lifting device or devices owned by You or any other party.

### 11. Lawful Seizure

Loss or damage to Your Insured Property or any liability arising from the lawful seizure or other operation of law, (except for loss or damage caused to Your Insured Property whilst in control of persons of a governmental authority during its secondment in an emergency).

### 12. Connivance

Loss or damage to Your Insured Property or any liability arising from an act or connivance by You or any person acting for You or on Your behalf that is either wilful, deliberate or criminal.

### 13. Underground

Loss or damage to Your Insured Property or any liability arising from it:

- a. operating underground (i.e. drilling, tunnelling, shovelling, hauling etc); or
- b. being underground (in a mine, mining shaft or a tunnel under construction) being driven, or stationary having been driven.

### 14. Theft or Malicious Damage

Loss or damage to Your Insured Property or its Extras or Working Accessories or any liability arising from the Theft or malicious damage of Your Insured Property, Extras or Working Accessories by:

- a. You;
- b. any person to whom Your Insured Property is on hire under any agreement of encumbrance or lease (unless otherwise stated in Additional Benefits or Optional Extensions);
- c. any person for whose debt Your Insured Property stands as security under/pursuant to any agreement entered into by You; or
- d. any of Your employees, servants, agents, directors or subcontractors (past or present), where the Theft or malicious damage relates to a debt (being for wages, contractual payments or otherwise) owed or alleged to be owed by You to any such person or persons.

### 15. Keeping Your Insured Property secure

Loss or damage to Your Insured Property or any of its parts or any liability arising from Your failure to take reasonable steps to protect, secure or safeguard Your Insured Property.

### 16. Operating outside of regulations and instructions

Loss or Damage to Your Insured Property or any liability arising or caused whilst it is being:

- a. operated or configured in a manner contrary to manufacturer's safe operating conditions and limits;
- b. operated in a manner or for a purpose other than that which it was designed or intended; or
- c. used or operated in a manner that is not within compliance with systems and procedures imposed by law, international standards, Australian Standards, industry standards and manufacturers' and distributors' instructions,

However, if You have given instructions or taken precautions that are adequate to prevent such use and did not know or could not reasonably have known that the operator was using the Insured Property in the manner outlined in paragraph b above, then exclusion 16.b. will not apply, but We will not waive Our subrogation rights (where allowed at law) against the operator of Your Insured Property.

### 17. Mobile Homes, Caravans and Campers

Loss or Damage to Your mobile home, caravan, camper and like Motor Vehicles with living quarters or cooking apparatus or liability arising where:

- a. the loss or damage to annexes, camping equipment and the like, is caused by wind or storm;
- b. any loss or damage occurs as a result of Theft or burglary of equipment and/or contents from the mobile home,

## POLICY PRODUCT 1

### Mobile Plant and Motor Vehicles

caravan or trailer, unless the Theft or burglary is due to visible violent and forcible entry to the locked mobile home, caravan, camper and like trailer, including windows thereto;

- c. any loss or damage occurring as a result of fire originating from cooking apparatus either attached to or contained within the mobile home, caravan, camper and like trailer; or
- d. any liability in respect of death or Personal Injury, or loss or Damage to Property of any person occurs as a result of entering or alighting from the mobile home, caravan, camper and like trailer.

#### 18. Inexperienced Drivers - Articulated Heavy Vehicles

Loss or damage to Your articulated Motor Vehicle or any liability arising or caused if Your articulated Motor Vehicle is a prime mover towing one or more trailers and it is driven by or in the charge of a person with:

- a. less than one year total period of Australian articulated driving experience on a journey greater than 200kms from Your base of operations; or
- b. at least one year (but not greater than two years) total period of Australian articulated driving experience, and on a journey greater than 450kms from Your base of operations.

#### 19. Cyber Loss

Any loss, damage or liability arising directly or indirectly from a Cyber Loss.

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

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

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

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

#### 20. Locomotives/Rolling Stock

Any loss, damage or liability arising directly or indirectly from Your use, ownership or operation of locomotives and rolling stock.

#### Note: Additional Exclusions apply

The General Exclusions that apply to all Policy Products also apply.

### Conditions That Apply To All Sections of this Policy Product 1

#### 1. Reasonable Care

At Your own expense You and any person acting for You or on Your behalf must exercise reasonable care and take precautions and use reasonable diligence to:

- a. prevent:
  - i. loss or damage to and ensure the safety and security of any item or thing which is the subject of the Cover provided under Your Policy; and
  - ii. Personal Injury or Damage to Property;
- b. employ only competent employees;
- c. comply with all statutory obligations and by-laws or regulations and recognised standards imposed by any public authority;
- d. employ safe work practices; and



# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

- e. maintain Your Mobile Plant, Motor Vehicle, Extras, Working Accessories, equipment, machinery, implements in proper repair and sound condition.

### 2. Change of Ownership

Where Your Insured Property is sold or transferred to a new owner, then Cover over that Insured Property is cancelled from the time of the sale or transfer. We will refund the premium for the unexpired Cover for that Insured Property subject to the Cancellation condition that applies to all Policies.

### 3. Territorial Limits

Your Policy Product 1 provides Cover for Your Insured Property only when it is within the Commonwealth of Australia or being transported by vessel between ports within its territorial waters.

### 4. Excess Conditions

#### a. Accumulation and Payment of Excesses:

Excesses as nominated and quantified below will be cumulative, and will apply within and in reduction of the applicable settlement/Limit of Indemnity of this Policy Product 1 where applicable.

#### b. Excess:

You will pay the amount specified in Your Policy Schedule as the Excess applicable to Your Insured Property for which a claim is accepted.

For the purpose of clarity:

- i. Where a motorised vehicle is towing a trailer and that trailer causes Damage to Property of Another Person but not to the motorised vehicle or trailer, then the Excess applicable to the claim will be that Excess applicable to the motorised vehicle (if insured under Your Policy) that caused such trailer's movement, otherwise the trailer Excess applies.
- ii. Where a motorised vehicle is towing a trailer and that trailer causes Damage to Property of Another Person and that trailer, then the Excess applicable to the claim will be that Excess applicable to the motorised vehicle (if insured under Your Policy) that caused such trailer's movement, otherwise the trailer Excess applies.
- iii. Where a Total Loss occurs and the Excess stated in Your Policy Schedule is a percentage, then that percentage will apply to the Sum Insured or Market Value whichever the lesser, subject to any minimum Excess stated in Your Policy Schedule.

#### c. Age &/or Inexperienced Driver/Operator Excess:

Where Cover is granted under this Policy that is not otherwise excluded by Exclusion 18 that applies to all Sections of Policy Product 1 or any limitation, restriction or exclusion within Your Policy Schedule and the driver or person in charge of Your Insured Property that is the subject of Your claim falls within the acceptable criteria of age or inexperience for the types of Insured Property listed in the Tables following, an additional Excess will apply.

Table 1

| Type of Motor Vehicle  | Age of person driving/in charge of | Additional Excess Applicable |
|--|------------------------------------|------------------------------|
| Sedan, Wagon, 4WD, Utility, Panel van, Coupe                                     | Under 23 years                     | 100% of Standard Excess      |
| Sedan, Wagon, 4WD, Utility, Panel van, Coupe with a value greater than \$150,000 | Under 21 years,                    | \$5000                       |

Table 2

| Type of Insured Property  | a. Age; or<br>b. experience in licence class, of<br>person driving/ | Additional Excess Applicable |
|---|---|------------------------------|
| Articulated vehicle and over 10 tonne goods carrying capacity vehicle | a. Under 23 years; or<br>b. less than 2 years' experience           | 100% of Standard Excess      |

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

| Type of Insured Property   | a. Age; or<br>b. experience in licence class, of<br>person driving/ | Additional Excess Applicable |
|--|---|------------------------------|
| <b>Other Vehicles excluding Mobile Plant and those in Table 1.</b> | a. Under 23 years; or<br>b. less than 2 years' experience           | 100% of Standard Excess      |
| <b>Mobile Plant</b>  | a. Under 21 years; or<br>b. less than 2 years' experience           | 100% of Standard Excess      |

### d. Tipping:

In the event of an Accident whilst the tipping hoist located on Your Insured Property is extending, extended or retracting, an additional excess of 100% of the Excess applicable to that Insured Property (whichever item is damaged) will apply. In the event of damage to both a truck and a trailer, the additional excess will be 100% of the trailer Excess only.

### e. Fuel Contamination without Locking Devices

Loss or damage to unattended Mobile Plant caused by contamination to fuel, lubricant, oil, or hydraulic fluid is subject to an additional excess of 100% of the standard Excess applicable if locking devices are not installed on Your Mobile Plant

### f. Not at Fault Excess

You must pay an Excess for every claim however We may decide to waive payment of an Excess if We agree that all of the following conditions are met:

- i. Your Insured Property is involved in a collision with another vehicle;
- ii. You have provided sufficient proof and We agree You or Your driver were not at fault;
- iii. You can identify and provide sufficient details of the third party driver who is at fault (name, telephone number, current address and / or drivers licence number) and the third party vehicle registration;
- iv. the amount of Your claim is greater than the applicable Excess(es).

This clause f. waiver will not apply if Your Policy has an Aggregate Excess or similar partial or fully self-insured arrangement.

## 5. Average/Underinsurance

When You take out insurance with Us and when You renew with Us, You must insure for no less than 80% of the market value of Your Insured Property, otherwise We will pay that proportion of all loss or damage which the Sum Insured bears to 80% of the market value, as follows:

$$\frac{\text{The sum Insured}}{80\% \text{ of the market value}} \times \text{The amount of loss} = \text{The average calculation (not exceeding the Sum Insured)}$$

We will deduct the applicable Excesses from the average calculation to obtain the amount payable by Us.

## 6. Accidents or losses that affect Your Premium

When calculating Your premium all claims that occur during the Period of Insurance may affect the coming year's renewal premium.

In addition, if You report an incident or loss after We have advised terms We reserve the right:

- a. to revise Our terms; and
- b. where the Policy has been offered and accepted and a claim has been reported that occurred in the previous Period of Insurance to charge any additional premium as a consequence to the reported loss.

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

### Additional Conditions of Policy Product 1 Specific to Mobile Plant

Where Your Mobile Plant is noted in Your Policy Schedule, the following additional conditions apply to this Policy Product 1 wording.

For the avoidance of doubt, the following does not apply to any trucks, trailers, cars, sedans, utilities and like Motor Vehicles noted in Your Policy Schedule.

#### Compliance with Recommendations, Guidelines, Standards and Legislation

You **must** at all times:

- a. service, maintain, use and operate Your Mobile Plant in accordance with:
  - i. manufacturers' and distributors' guidelines; and
  - ii. systems and procedures imposed by law, international standards, Australian standards, occupational health and safety requirements and industry standards; and;
- b. ensure that anyone servicing, maintaining, using, or engaging in the operation of Your Mobile Plant complies with:
  - i. manufacturers' and distributors' guidelines; and
  - ii. systems and procedures imposed by law, international standards, Australian standards, occupational health and safety requirements and industry standards; and
- c. permit only qualified or adequately experienced persons to engage in the operation or use of Your Mobile Plant;
- d. permit only persons who are licensed to operate Your Mobile Plant unless they are exempted by law from being licensed; and
- e. ensure that anyone operating or using Your Mobile Plant is:
  - i. provided with suitable training in its operation or use and shown to be competent before operating or using it; and
  - ii. not suffering from a physical or mental impairment of ability to operate or use it safely.

### Claims Responsibilities that Apply to all Sections of Policy Product 1

In **addition** to the General Claims Responsibilities that apply to all Policy Products:

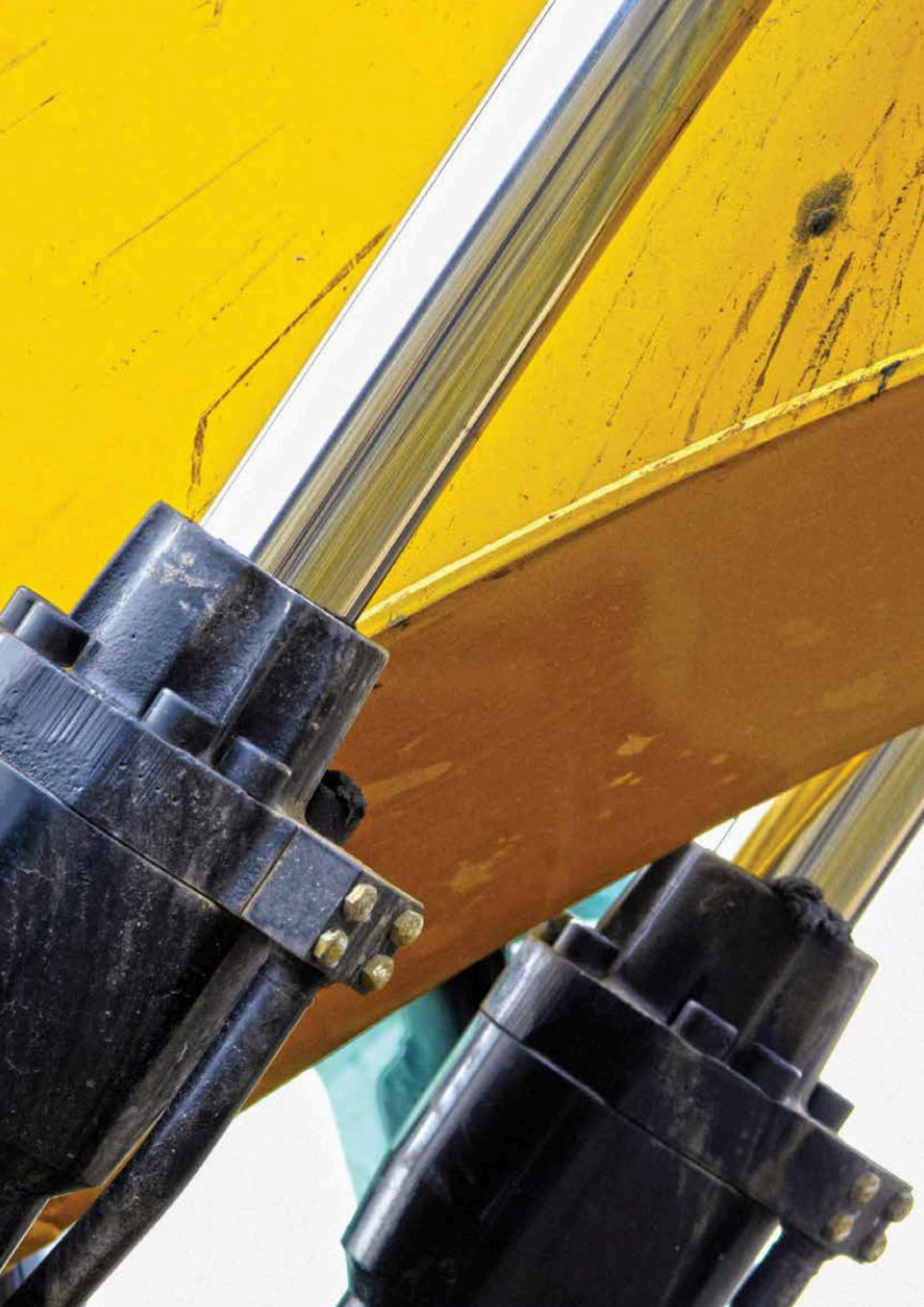
- a. You must not authorise any repairs without Our written consent;
- b. Where You claim for repairable loss, We will be liable only for the actual cost of (and will have the option of) repairing, re-building or, if necessary, replacing the parts damaged or destroyed. Where Your Motor Vehicle is within three years of its original registration after new manufacture, then We will supply only new parts where available unless agreed otherwise with You.  
For older vehicles, We will supply only genuine original equipment manufacturer parts where available. If they are not available then at Our discretion We will supply aftermarket parts;
- c. Where You claim for Total Loss:
  - i. We will declare Cover for Your Insured Property as totally expended and will cancel Your Insured Property which is subject to a Total Loss from Your Policy Schedule without refund of premium;
  - ii. You must transfer the title and interests in Your Insured Property to Us and We will be entitled to dispose of the remains and retain the proceeds of that disposal, unless otherwise agreed in writing;
  - iii. You must pay Us the balance of the annual premium that remains outstanding for Your Insured Property that is the subject of a Total Loss prior to claim settlement, by way of direct payment or deduction from the claim amount; and

## POLICY PRODUCT 1

### Mobile Plant and Motor Vehicles

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- iv. in the event of Theft of Your Insured Property or any part, Extra or Working Accessory thereof, where Your Insured Property or any such Stolen parts Extra or Working Accessory are not recovered, We will only make payment available (except at Our discretion) after the expiration of 90 days from the date of discovery of the Theft of Your Insured Property or any such Stolen parts Extra or Working Accessory.
  
- d. Recovery after Theft:  
Where Theft occurs and Your Stolen Insured Property or any Stolen parts, Extra or Working Accessory are recovered prior to any payment of claim, You must take back Your Insured Property or any such Stolen parts, Extra or Working Accessory if We require You to do so. We will pay for any damage done to Your Insured Property or any such Stolen parts, Extra or Working Accessory thereof by the thief or thieves as a result of the Theft.
  
- e. Deciding who is at fault:  
Acting reasonably, We will be solely responsible for deciding whether You contributed to the cause of an Accident giving rise to a claim under the Policy.



## POLICY PRODUCT 2

### PUBLIC AND PRODUCTS LIABILITY

#### The Cover

This Policy Product does not apply **unless** it is noted in Your Policy Schedule.

Yellow Cover is subject to General Exclusions, Definitions and Conditions that apply to all Policy Products.

Subject to the following terms and conditions, as well as General Exclusions and General Conditions that apply to all Policy Products, this Policy Product 2 provides Cover for Your liability to third parties for Personal Injury, Property Damage or Advertising Liability as a result of an Occurrence in connection with Your Business or caused by Your Products during the Period of Insurance.

#### Definitions That Apply Only To Policy Product 2

| Word                         | Meaning  |
|------------------------------|--|
| <b>Advertising Liability</b> | <p>means:</p> <ol style="list-style-type: none"> <li>defamation;</li> <li>infringement of copyright or of title or slogan;</li> <li>piracy or unfair competition or idea misappropriation under an implied contract;</li> <li>invasion of privacy,</li> </ol> <p>committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast, telecast, social media or online platform and arising out of Your advertising activities or any advertising activities conducted on Your behalf, in the course of advertising Your Products, goods or services.</p>  |
| <b>Aircraft</b>              | <p>means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.</p>   |
| <b>Business</b>              | <p>means that business described in Your Policy Schedule and will also include:</p> <ol style="list-style-type: none"> <li>the provision of Your own canteen, sports, social and child care facilities or welfare organisations, and Your own fire, first aid, medical and ambulance services;</li> <li>private work undertaken by any of Your Employees for any of Your directors, partners or senior executives; and</li> <li>the ownership or occupation of, the carrying out of repairs, maintenance, alterations or additions to, the premises occupied by You in connection with Your Business specified in Your Policy Schedule.</li> </ol>   |
| <b>Computer System</b>       | <p>means any computer, hardware, Information Technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.</p>  |
| <b>Communicable Disease</b>  | <p>means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <ol style="list-style-type: none"> <li>the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and</li> <li>the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and</li> <li>the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property</li> </ol> |

## POLICY PRODUCT 2

### PUBLIC AND PRODUCTS LIABILITY

| Word                                | Meaning   |
|-------------------------------------|---|
| <b>Cyber Act</b>                    | means an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.  |
| <b>Cyber Incident</b>               | means: <ol style="list-style-type: none"> <li>unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof;</li> <li>Malware or Similar Mechanism;</li> <li>programming or operator error whether by You or any other person or persons;</li> <li>any unintentional or unplanned - whole or partial - outage of Your Computer System not directly caused by physical loss or damage, affecting access to, use of or operation of any Computer System or access to, use of, disclosure of, or processing of any Electronic Data by any person or group(s) of persons.</li> </ol> |
| <b>Cyber Loss</b>                   | means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defence cost, expense or any other amount incurred by or accruing to the insured, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act perpetrated by any person or group(s) of persons not Covered by this Policy.  |
| <b>Electronic Data</b>              | means facts, concepts and information converted to a form useable for display, 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.  |
| <b>Employee</b>                     | means any person engaged in the Business under a contract of service or apprenticeship with You (other than with a person insured by the Principal's Liabilities clause or so deemed by any law).   |
| <b>Information Technology</b>       | means and includes data or part of data, computer hardware, operating system, computer network, equipment, web sites, servers, extranet, software, applications software, computer chip including microprocessor chip and coded instructions as well as any new technology, product or service replacing existing information technology.   |
| <b>Internet Activity</b>            | means activity involving the transfer of electronic data over the internet and includes but is not limited to: <ol style="list-style-type: none"> <li>sending and receiving email;</li> <li>accessing or using world wide web sites.</li> </ol>   |
| <b>Interested Party</b>             | means any person, company or legal entity shown on Your Policy Schedule as the interested party.  |
| <b>Malware or Similar Mechanism</b> | means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to "Virus", "Trojan Horses", "Worms", "Logic Bombs" or "Denial of Service Attack".   |

## POLICY PRODUCT 2

### PUBLIC AND PRODUCTS LIABILITY

| Word                   | Meaning   |
|------------------------|---|
| <b>Mobile Plant</b>    | means: <ul style="list-style-type: none"><li>a. backhoe, bulldozer, endloader, forklift, industrial crane or hoist, other mobile machinery/ equipment, agricultural implement; or</li><li>b. a non-motorised machine or implement,<br/>and is not a Motor Vehicle.</li></ul>  |
| <b>Motor Vehicle</b>   | means: <ul style="list-style-type: none"><li>a. any type of machine designed for use on land only, but not a tramway vehicle, locomotive and rolling stock (but this does not exclude a road going Motor Vehicle with "wind down" rail wheels that may traverse railway lines); or</li><li>b. a trailer,<br/>and is not Mobile Plant.</li></ul>   |
| <b>Occurrence</b>      | means any event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury, Property Damage or Advertising Liability neither expected nor intended by You. All events of a series consequent on or attributable to one source or original cause will be deemed one Occurrence.   |
| <b>Personal Injury</b> | means: <ul style="list-style-type: none"><li>a. bodily injury, death, sickness, disability, disease, shock, fright, mental injury, mental anguish or loss of consortium resulting from any of them;</li><li>b. i. false arrest, false imprisonment, malicious prosecution, wrongful eviction, wrongful detention and humiliation;</li><li>ii. libel, slander, defamation of character;</li><li>iii. invasion of right of privacy; or</li><li>iv. assault and battery committed by You for the purpose of preventing or eliminating danger to persons or property to the extent permitted by law.</li></ul>  |
| <b>Principal</b>       | means a party who You have entered into a written contract with in connection with Your Business where You agree to perform work, provide Your services or supply Products to the party and the contract requires You to obtain insurance for legal liabilities incurred by that party which arise from Your performance of the contract.   |
| <b>Products</b>        | means any goods, product or property (including any components, packaging or container) described in Your Policy Schedule (after they have ceased to be in Your possession or under Your control) manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed in or from Australia or its external territories by You, or are deemed by Australian law to have manufactured, in the course of the Business, and includes directions, markings, instructions, warnings or given or omitted advice in connection with such Products but does not include the design, formula or specification of such Products. |
| <b>Property Damage</b> | means: <ul style="list-style-type: none"><li>a. physical damage to or destruction of tangible property including the loss of use thereof at any time resulting therefrom; or</li><li>b. loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by an Occurrence.</li></ul>   |



## POLICY PRODUCT 2

### PUBLIC AND PRODUCTS LIABILITY

| Word                          | Meaning  |
|-------------------------------|--|
| <b>Territorial Limits</b>     | <p>means:</p> <ul style="list-style-type: none"> <li>a. anywhere in Australia including its external territories</li> <li>b. elsewhere in the world but only in respect of: <ul style="list-style-type: none"> <li>i. commercial visits by directors and non-manual work carried out by You provided that at the time of carrying out that work such directors or You were normally resident in Australia or its external territories; and</li> <li>ii. Products supplied from or originating in Australia or its external territories (subject to Exclusion 40. North American Exports in the Exclusions that apply to Policy Product 2).</li> </ul> </li> </ul>  |
| <b>Use as a Tool of Trade</b> | <p>means use for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, vacuuming, suction, or like circumstance.</p> <p>It does not include:</p> <ul style="list-style-type: none"> <li>a. use for loading and unloading goods onto or off a goods carrying vehicle (or use of a crane arm mounted on the vehicle to do so);</li> <li>b. transit on a designated road to, from, or between a work site; or</li> <li>c. use for road transport or road haulage.</li> </ul>  |
| <b>Watercraft</b>             | <p>means any vessel, craft or thing made or intended to float on or travel on, over or through water.</p>  |
| <b>You/Your/Yours</b>         | <p>for the purposes of this product, and in addition to the General Definition that applies to Your Policy, means:</p> <ul style="list-style-type: none"> <li>a. the insured named in Your Policy Schedule whose place of residence or if a company, whose place of incorporation, is within Australia or its external territories;</li> <li>b. any personal representatives in the event of the death of an insured but only in respect of liability incurred by the insured;</li> <li>c. any office-bearer committee or member of the insured own canteen sports social and child care facilities or welfare organisations and any member (not being a qualified medical practitioner) of the insured own fire first aid medical or ambulance service;</li> <li>d. any director, partner, executive officer or shareholder of the insured or any Employee but only for liability in respect of which the insured would have been entitled to indemnity if the claim had been made against the insured; or</li> <li>e. any director, partner or senior executive of the insured in respect of private work undertaken by any Employee for such director or senior executive.</li> </ul> |

## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

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### Your Cover

#### 1. Compensation

Subject to the Limit of Indemnity specified in Your Policy Schedule, We will indemnify You for all amounts which You become legally liable to pay as compensation for:

- a. Personal Injury;
- b. Property Damage; and
- c. Advertising Liability,

as a result of an Occurrence happening in the Period of Insurance within the Territorial Limits and in connection with the Business or caused by Your Products less the Excess amount specified in Your Policy Schedule for Policy Product 2

#### 2. Legal Costs

In addition We will pay:

- a. all charges, expenses and legal costs incurred by Us and/or You provided that such charges, expenses and legal costs were incurred with Our written consent in the settlement or defence of any claim for compensation for which You may be liable under this Policy Product 2;
- b. Your legal costs of representation at any coroner's inquest or inquiry incurred with Our prior written consent;
- c. all charges, expenses and legal costs recoverable from You resulting from any Occurrence giving rise to legal liability under this Policy; and
- d. all expenses incurred by You for first aid to others at the time of Personal Injury (other than payment of medical expenses which are prohibited by law).

All of these costs, expenses or charges must be incurred in connection with claims for compensation which if sustained would be indemnified under this Policy.

## **ADDITIONAL BENEFITS THAT APPLY TO POLICY PRODUCT 2**

The following additional benefits are subject to the terms, conditions and exclusions of this Policy and must relate to an Occurrence happening during the Period of Insurance. Any Additional Benefits provided below do NOT apply in addition to the Limit of Indemnity specified in Your Policy Schedule.

### **1. Principal's Liability**

- a. We will extend Cover provided under clause 1 (Compensation) to Your Principal, provided that:
  - i. any legal liability for Personal Injury or Property Damage incurred by Your Principal arises directly from Your negligence in the performance of the contract between You and Your Principal;
  - ii. Cover under this Additional Benefit is required by the contract between You and Your Principal;
  - iii. any claim You make in relation to an Occurrence which gives rise to the Principal's legal liability arises solely out of Your Business and would not be excluded or otherwise outside the Cover provided by this Policy; and
  - iv. the Principal will comply with and be subject to the terms, conditions and limitations of Your Policy as though the Principal were You;
- b. The Principal does not need to be noted on Your Policy Schedule for this Additional Benefit to apply.
- c. This Additional Benefit will not extend to any legal liability incurred by a Principal which arises:
  - i. out of or in connection with the Principal's own negligence, acts, errors or omissions;
  - ii. independently of Your performance of the contract between You and the Principal; or
  - iii. from an Occurrence in respect of which You or the Principal is entitled to be indemnified pursuant to an insurance policy, scheme or statutory insurance which provides workers' compensation insurance or any other insurance policy, scheme or statutory insurance which provides Cover against liability for injuries to workers or Employees.

### **2. Interested Parties**

- a. We will extend Cover provided under clause 1 (Compensation) to an Interested Party, provided that:
  - i. any legal liability for Personal Injury or Property Damage incurred by the Interested Party arises directly from Your negligence in the carrying out of work or services in connection with Your Business as part of an undertaking or contract entered into between You and the Interested Party;
  - ii. Cover under this Additional Benefit is required by the contract between You and the Interested Party; and
  - iii. any claim You make in relation to an Occurrence which gives rise to the Interested Party's legal liability arises solely out of Your Business and would not be excluded or otherwise outside the Cover provided by this Policy; and
  - iv. the Interested Party will comply with and be subject to the terms, conditions and limitations of Your Policy as though the Interested Party was You.
- b. This Additional Benefit will not extend to any legal liability incurred by an Interested Party which arises:
  - i. out of or in connection with the Interested Party's own negligence, acts, errors or omissions;
  - ii. independently of Your performance of the contract between You and the Interested Party; or
  - iii. from an Occurrence in respect of which You or the Interested Party is entitled to be indemnified pursuant to an insurance policy, scheme or statutory insurance which provides workers' compensation insurance or any other insurance policy, scheme or statutory insurance which provides Cover against liability for injuries to workers or Employees.

## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

- c. This Additional Benefit will not extend to an Interested Party that is also a Principal.

### 3. Property in physical or legal control

Subject to Exclusion 4. (Goods in Transit) of the Exclusions that apply to this Policy Product 2, We will indemnify You for Your legal liability to pay for Property Damage to Property belonging to any third party entity held, administered, used or otherwise in Your possession or control (including property being lifted or attached by a securing device) up to \$100,000 (unless another amount is noted in Your Policy Schedule) for any one Occurrence and in the aggregate for all Occurrences during the Period of Insurance. This benefit is subject to an Excess of the first 10% of any claim or the first \$1,000, whichever is the greater (unless a higher Excess is specified in Your Policy Schedule for Care, Custody and Control).

### 4. Other Property in physical or legal control

Subject to the Exclusion 4. (Goods in Transit) of the Exclusions that apply to Policy Product 2, We will indemnify You for Your legal liability to pay for Property Damage to:

- a. personal possessions of directors, partners, Employees or visitors;
- b. premises (including fixtures and fittings) leased or rented to You for the purpose of carrying out Your Business and the liability does not arise from Your failure to insure the premises as required under such a lease or rental agreement;
- c. premises (and their contents) not owned or rented by You but which are temporarily occupied by You for the purpose of carrying out work in connection with the Business; or
- d. Motor Vehicles, not owned by You nor used in conjunction with the Business, whilst within a free car park provided by You for the use of customers visitors or Employees.

### 5. Movement of other machines - Property Damage

Notwithstanding Exclusion 5. (Motor Vehicles / Mobile Plant) of the Exclusions that apply to Policy Product 2, We will indemnify You under this Policy for sums You become legally liable to pay as compensation for Property Damage occurring during the Period of Insurance caused by You having moved or attempted to move any third party's Motor Vehicle or Mobile Plant that was parked in a position which prevented or impeded the loading, unloading or lawful passage of Your Motor Vehicle or Mobile Plant.

However You must at all times be:

- a. be suitably licensed and competent in the operation of such third party Motor Vehicle or Mobile Plant;
- b. exercise reasonable care; and
- c. not deliberately damage any such Motor Vehicle or Mobile Plant.

### 6. Delivery of goods away from vehicle & use of Mobile Plant as a Tool of Trade

Subject to Exclusion 5. (Motor Vehicles / Mobile Plant) of the Exclusions that apply to Policy Product 2, We will indemnify You for Your legal liability to pay for Personal Injury or Property Damage which arises from:

- a. the loading or unloading of, or the delivery or collection of goods to or from, any Motor Vehicle not in Your physical or legal control but which is used in work undertaken by You or on Your behalf;
- b. delivering goods away from, or collecting goods to convey to, any Motor Vehicle where such Personal Injury or Property Damage occurs beyond the limits of any carriageway or thoroughfare, and such liability does not arise out of the operation of loading or unloading the goods directly onto or off the Motor Vehicle; or,
- c. Use as a Tool of Trade either on any site where You are undertaking work or at Your premises, but not for such liability that arises in circumstances for which indemnity would be provided under any form of insurance which is required to be effected by You or on Your behalf by or under any legislation, including legislation of any state or territory of Australia, whether or not such insurance is effected.

### 7. Vibration & Removal of Support

We will indemnify You under this Policy for sums You become legally liable to pay as compensation for Property Damage occurring during the Period of Insurance in connection with vibration, or removal or weakening of, or interference with, support to land, buildings or any other property. The maximum We will pay is \$250,000 (unless another amount is noted on Your Policy Schedule for Vibration & Removal of Support) for all claims occurring during the Period of Insurance. The Excess which applies to this benefit will be noted on Your Policy Schedule.

## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

### 8. Cross Liability

Under this Policy Product 2 where more than one person or party comprises You as defined in this Policy, each person or party will be treated as if a separate Policy had been issued to each of them (other than the requirement to pay the Premium in which case each person or party is jointly and severally liable). Any such person or party making a claim will be treated as though they are insured separately under this Policy Product 2. The Limit of Indemnity is not affected or increased as a consequence of this clause.

### 9. Wrongful Delivery of Concrete

Notwithstanding exclusion 1. "Property in Your care, custody and control", exclusion 5. "Motor Vehicles / Mobile Plant" and exclusion 20. "Product Defects, Guarantees & Recalls", the Policy is extended to Cover Your legal liability for Property Damage arising out of the wrongful delivery of concrete or cement aggregate to a site and/or portion of a site, for which the delivery was not to be made.

No indemnity will apply where liability arises out of or is caused by delay in delivery or by wrongful delivery where the act of such delivery was wilful and/or malicious. Our limit of liability in regard to this extension is limited to the Limit of Indemnity shown in Your Policy Schedule for Policy Product 2.

## LIABILITY LIMIT - HOW MUCH WE WILL PAY

### Public Liability Limit

The most We will pay in respect of any one Occurrence in connection with Your Business is the "Public Liability" Limit of Indemnity specified in Your Policy Schedule for Policy Product 2. Provided that, in relation to any claim in respect of Personal Injury or Property Damage occurring in North America, Our liability to pay any of the costs, expenses or charges set out in this Policy will be included within the "Public Liability" Limits of Indemnity specified in Your Policy Schedule under this Policy, and not in addition to that Limit.

### Product & Advertising Liability Limit

The maximum We will pay for all Occurrences caused by Your Products or in relation to Advertising Liability occurring in the Period of Insurance is the Limit of Indemnity specified in Your Policy Schedule. This means that We will not indemnify You for more than this amount, either for one claim or for a series of claims that together add up to more than the Limit of Indemnity specified in Your Policy Schedule.

### Claims that Exceed the Limit

We may at any time pay to You the appropriate Limit of Indemnity (after deducting any sum or sums already paid) or any lesser amount for which a claim or claims can be settled and thereupon We will relinquish the conduct and control of and will be under no further liability in connection with such claim or claims except for those costs and expenses incurred prior to the date of such payment.

If an amount exceeding Our Limit of Indemnity under this Policy is required to dispose of a claim, Our liability to pay costs and expenses is limited to the proportion that Our Limit of Indemnity bears to the amount paid or payable.

## Conditions That Apply to Policy Product 2

### 1. Reasonable Care

In addition to the General Conditions that apply to Your Policy, at Your own expense, You and any person acting on Your behalf must exercise reasonable care and take precautions and use reasonable due diligence to:

- a. take immediate actions to trace, recall or modify any of the Products containing any defects or deficiency of which You have knowledge or reason to suspect contain such a defect or deficiency; and
- b. prevent Personal Injury or Property Damage.

### 2. Adjustment

If the premiums are calculated on statements and estimates provided by You, within a reasonable period of the expiry of each Period of Insurance You will provide to Us the information that We may require for that expired period and the premium for that period will thereupon be adjusted by Us and the difference be paid by or allowed to You as the case may be subject to any minimum premium applicable.

### 3. Prohibited By Law

Where this Policy provides any indemnity to You which is prohibited by law, this Policy will be varied or limited to the extent allowable by law.

# POLICY PRODUCT 2

## PUBLIC AND PRODUCTS LIABILITY

### Exclusions That Apply to Policy Product 2

The following Exclusions apply to all Sections of Policy Product 2. We will not pay and there is no Cover for:

#### 1. Types of Works

Any liability caused by or arising from:

- a. excavation exceeding ten (10) metres in depth;
- b. works on rail platforms, or within rail corridors including but not limited to rail tracks, rail beds, rail trestle, rail signals or overhead lines;
- c. wholly underground operations;
- d. any works in oil, gas, chemical or petro-chemicals plants;
- e. the structural maintenance of dams, reservoirs or weirs; or
- f. any aviation activity and/or any activity either within or on airport taxi-ways, aircraft mooring, apron, hangar, landing grounds, tarmac or the like, or any temporary landing ground;
- g. ship building or structural ship repairing activities.
- h. blasting, or the use of explosives or explosive devices of any type;
  - i. demolition; or
  - j. operation of cellular networks.

#### 2. Types of Products

Any liability caused by or arising from Your manufacture, sale or import of:

- a. Motor Vehicles or Mobile Plant (or their components or parts);
- b. Animal feed;
- c. Tobacco products;
- d. Pharmaceuticals;
- e. Chemicals;
- f. Telephones or cellular networks; or
- g. Blood products.

Note: However exclusion 2.a. will not apply where You are importing or manufacturing such Motor Vehicles or Mobile Plant (or their components or parts) solely for Your own use.

#### 3. Property in Your custody, care and control

Property Damage to property of any third party entity held, administered, used or otherwise in Your possession or control (including property attached by a securing device to, or being lifted by, any such property). However, this exclusion will not apply to any Cover provided under Additional Benefit 3. Property in Your Care, Custody and Control and 4. Other Property in physical or legal control.

#### 4. Goods in transit

Property Damage to property held on behalf of any third party entity for or during transit (including loading/unloading and temporary storage in the ordinary course of transit) in the course of Your Business.

#### 5. Motor Vehicles / Mobile Plant

Any liability caused by or arising directly or indirectly out of or in any way connected with the ownership, possession, operation, driving or use by You of any Mobile Plant or Motor Vehicle:

- a. which is registered;
- b. which is required under any legislation to be registered; or

## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

- c. in respect of which insurance is required to be effected by You or on Your behalf by or under any legislation, including legislation of any state or territory of Australia, whether or not such insurance is effected;

This Exclusion will not apply to any Cover provided under Additional Benefit 6. (Delivery of goods away from a vehicle and use of Mobile Plant as Tool of Trade).

### 6. Contractual Liability

Liability assumed by You under any contract, warranty, undertaking or agreement unless You would have been liable regardless of the contract, warranty, undertaking or agreement.

This Exclusion will not apply to liability assumed by You under:

- a. a warranty of fitness or quality, or is implied by law, in respect of Products;
- b. a lease or agreement for tenancy of premises (or property) occupied by You in connection with Your Business unless any terms or conditions contained in such a lease or tenancy agreement require You to
  - i. insure such premises (or property); or
  - ii. indemnify the lessor for Personal Injury or Property Damage regardless of fault;
- c. 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 for such authorities or entities; or
- d. any Cover provided under Additional Benefits 1. (Principal's Liability) and 2. (Interested Parties).

### 7. Sporting Participation

Personal Injury arising out of or in any way connected with, or arising from, or related to, the participation of any person in any game, match, race, practice, trial, or other sporting or physical activity (including but not limited to swimming, gymnastics, health and fitness activities).

### 8. Amusements

Personal Injury arising out of or in any way connected with animal rides, amusement rides or amusement devices of any description (including but not limited to inflatable equipment).

### 9. Pollution

- a. Any liability caused by or arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater) unless such discharge, dispersal, release or escape:
  - i. is neither reasonably expected nor intended by You; and
  - ii. is the consequence of a sudden and instantaneous cause, which cause takes place at one clearly identifiable point in time during the Period of Insurance; or
- b. any costs or expenses incurred in preventing, removing, nullifying or cleaning-up any discharge, dispersal, release or escape as described in Exclusion a. above, unless such costs or expenses are consequent upon an unexpected, unintended sudden and instantaneous cause which takes place at a clearly identifiable point in time during the Period of Insurance and results in Personal Injury or Property Damage neither of which is otherwise excluded by Your Policy,

Note: Our total aggregate liability during any one Period of Insurance in respect of:

- i. all claims arising from such Personal Injury, Property Damage or Advertising Liability;
- ii. all claims for such costs or expenses; and
- iii. all other claims indemnifiable under this Policy as a result of that same Occurrence,

will not exceed the Limit of Indemnity specified in Your Policy Schedule regardless of which part of this Policy they are indemnifiable.

## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

### 10. Asbestos / Silica / Glyphosate / PFAS

Any liability arising out of any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by or in any way involving,

- a. asbestos; or
- b. silica; or
- c. glyphosate; or
- d. per and polyfluoroalkyl substances (PFAS);

or any materials containing them in whatever form or quantity.

### 11. Aircraft / Watercraft / rolling stock

Any liability;

- a. caused by or in connection with the operation, ownership, possession or use of any Aircraft, Watercraft, train, locomotive or rolling stock by You or on Your behalf;
- b. caused by or arising out of Products intended specifically for, and installed in or on, any Aircraft or other aerial device, Watercraft, train, locomotive or rolling stock, or caused by or arising out of Products which You know would be so installed.

### 12. Loss of Use

Any liability in respect of the loss of use of tangible property, not physically damaged or destroyed, resulting from:

- a. a delay in or lack of performance (by You or on Your behalf) of any contract or agreement; or
- b. the failure of Products or work performed by You, for You, or on Your behalf to meet performance, quality, fitness or durability levels warranted or represented by You, but this Exclusion 4.b. does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of Products or work performed by You, for You, or on Your behalf after such Products or work have been put to their intended use by any person or organisation other than You.

### 13. Injury to Family / cohabitant

Any liability in respect of any member of Your family ordinarily residing with You or with whom You ordinarily reside.

### 14. Welding

Any liability arising directly or indirectly out of or caused by, through, or in connection with arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding or cutting equipment is used, unless such use is carried out in strict compliance with the prevailing Australian Standards (Safety in Welding and Allied Processes) published by the Standards Association of Australia.

### 15. Property Damage to Underground Services

Any liability in respect of underground services being existing electric or optic or telecommunication wire or cables or their supports, sewers, water, gas, and/or any other pipes or other services or to any land or fixed property whatsoever and/or the contents thereof unless You have procured and acted upon current written plans prepared by an appropriate authority about the location of any such underground services.

Where a claim is indemnified under such circumstances, You will be liable to pay an Excess of \$5,000 for each and every claim (unless a higher Excess is noted in the Policy Schedule).

### 16. Vibration and removal of support

Liability for Property Damage in connection with:

- a. vibration; or
- b. removal or weakening of, or interference with, support to land, buildings or any other property,

Note: However this exclusion will not apply to Additional Benefit 7. (Vibration and removal of support).



## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

### 17. Advertising

Any Liability for advertising arising out of:

- a. breach of contract, other than misappropriation of advertising ideas under an implied contract;
- b. the incorrect description of the price of Your Product, goods or services;
- c. the failure of Your Products, goods or services to conform with advertised performance, quality, fitness or durability; or
- d. statements made by You, or at Your direction, that You know are illegal or false.

Further, We will not pay and there is no Cover for any Advertising Liability where Your business activity is publishing, advertising, broadcasting or telecasting.

### 18. Rectification of Faulty or Defective Work

Any liability in respect of the cost of performing, completing, correcting or improving any defective work done or undertaken by You or Your contractors or their sub-contractors.

However this exclusion does not apply in respect of liability resulting from faulty or defective workmanship.

### 19. Product Defects, Guarantees & Recalls

Any liability arising directly or indirectly from:

- a. Property Damage to Products if that damage is attributable to any defect in them or their harmful nature or they are not fit for the purpose for which they were intended. However, this will not apply to any resultant Property Damage caused to the remainder of the Product;
- b. any defect or deficiency in Products of which You or anyone acting on Your behalf knew or had reason to suspect at the time when Products passed from Your actual physical custody or from the actual physical custody of any person under Your control;
- c. Personal Injury or Property Damage caused by any defective or deficient design or error in any formula or in specification provided by You for a fee;
- d. any guarantee or warranty given by You or on Your behalf in respect of any Product. However this exclusion d. does not apply to a guarantee or warranty imposed by legislation; or
- e. the withdrawal, recall, inspection, repair, replacement or loss of use of Products, or of any property of which they form a part, or the making of any refund of the price paid for any Products, if Products are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

### 20. Concrete Rip & Tear

Any liability for Property Damage arising out of the intentional destruction or removal of poured concrete, concrete block, mortar or pre-stressed structural concrete of other structures being either in part or in whole Your Products which are found to be Defective.

For the purposes of this clause only, Defective means any of Your Products which upon testing by an accredited independent testing agency do not meet the contractual specifications or applicable safety regulations or building codes relating to compressive strength or other criteria required for the specific construction in which such materials are incorporated.

### 21. Construction works at Your premises

Any liability arising directly or indirectly out of or caused by or in connection with the erection, alteration of or additions to buildings owned or occupied by You, where the cost of the contract for such works exceeds \$500,000 in total cost.

### 22. Dangerous Goods

Any liability arising out of or in any way connected with the handling, storage or transport of any 'Dangerous Goods' except where all requirements and procedures of the "Australian Code for the Transport of Dangerous Goods by Road or Rail" and / or any relevant statute or law relating to the transportation or storage of Dangerous Goods have been complied with.

Note:

- a. For the purpose of this exclusion the term 'Dangerous Goods' means any Goods codified under the "Australian Code for the transport of Dangerous Goods by Road or Rail" and any liquid fuel, liquid gas, toxic chemicals, acids,

## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

inflammable substances below 12.70 flashpoint, compressed gases, organic peroxides and explosives.

- b. For the removal of any doubt, Our Cover does not extend to include the following classes of Dangerous Goods;
  - i. Class 7 Radioactive substances, or
  - ii. Class 6.2 Infectious substances

### **23. Professional Duty**

Any liability arising out of a breach of duty owed in a professional capacity by You, but this Exclusion does not apply to:

- a. the rendering of or failure to render advice or services by members of Your own first aid, medical or ambulance services referred to in the Specific Definitions that apply to this Policy; or
- b. claims where such breach is in relation to advice or services given gratuitously.

### **24. Molestation or Sexual Assault**

Any liability arising out of or in any way connected directly or indirectly with the actual, alleged, threatened or perceived sexual assault, sexual harassment or molestation.

### **25. Employers Liability**

- a. Any liability for Personal Injury for which insurance against such liability (whether the insurance is limited in amount or not) is required pursuant to any workers' compensation, accident compensation or similar legislation in respect of Personal Injury to an Employee, or a person deemed to be Your Employee by such legislation, arising out of or sustained in the course of the employment of such person by You; or
- b. Any other liability imposed by the provisions of:
  - i. any workers' compensation, accident compensation or similar legislation; or
  - ii. any industrial award or agreement or determination or any contract of employment or workplace agreement.

### **26. Communicable, Infectious or Listed Human Disease**

Loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:

- a. the infection of property, humans, animals or other living creatures by infectious matter or parasite, or the spreading or releasing thereof whether accidentally, knowingly, wilfully, maliciously or otherwise;
- b. a human disease listed pursuant to in the Biosecurity Act 2015 (Cth) (including consequential amendments and transitional provisions);
- c. an order or regulation made by a federal, state or territory government or authority preventing or restricting access to Your Business as a consequence of a determination that a disease is a listed human disease pursuant to the Biosecurity Act 2015 (Cth) (including consequential amendments and transitional provisions);
- d. any disease in any way related to any form of Coronavirus, SARS, Avian Flu, Swine Flu or similar disease; or
- e. any disease directly or indirectly caused by or in connection with negatively stranded RNA virus or viruses belonging to the Influenza A genus of the family: Orthomyxoviridae.or
- f. a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### **27. Organic Growths**

Any liability caused by or arising out of, any moulds, fungi, spores or other similar growth including but not limited to aspergillums, penicillium, or any strain or type or stachybotris.

## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

### 28. Dry Hire

Any liability arising directly or indirectly from any Mobile Plant or Motor Vehicle hired out under a Dry Hire arrangement and caused by the actions of the hirer or any person acting on their behalf, however We will pay for Your vicarious liability and We will Cover You for Your legal liability arising out of mechanical, electrical or servicing defects caused by You in such hired equipment not arising as a result of the actions of the hirer.

### 29. Waste Management/ Disposal Condition and Exclusion

Any liability arising directly or indirectly from:

- a. activities relating to inappropriate sale, use or disposal of waste which should be disposed of at a council or suitably authorised waste or landfill centre; or
- b. where a permit for the handling and disposal of waste is required to be obtained from a council or relevant statutory authority, and You fail to do so; or
- c. any activities or occupation relating to products and/or services involving recycling, waste, transfer station, tip or landfill activities, ownership or management and the like.

### 30. War

Loss or damage or liability or expense is directly or indirectly caused by, contributed to by or arises from war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 31. Nuclear Fuel, Waste and Contamination Therefrom

Loss or damage or liability or expense is directly or indirectly caused by, contributed to by or arises from:

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, and radioactive isotopes of nuclear fuel.

### 32. Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

Loss, damage, liability or expense that is directly or indirectly caused by or contributed to by or arising from:

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- e. any chemical, biological, bio-chemical, or electromagnetic weapon.
- f. electromagnetic fields.

### 33. Terrorism

For loss or damage or liability or expense that is directly or indirectly caused by, contributed to by or arises from:

- a. Terrorism; or
- b. steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived Terrorism.

## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

### 34. Fines and Penalties

Any amount of aggravated exemplary or punitive damages or fines or liquidated damages awarded against You or imposed on You or incurred under a penalty clause, or in respect of infringement of copyright or patent, or any other penalty of whatsoever nature imposed on You or awarded against You.

### 35. Fraudulent, Wilful and Deliberate Acts

For any loss, damage, liability or expense that arises out of:

- a. a fraudulent or illegal act;
- b. a wilful, deliberate or malicious act; or
- c. intentional misconduct, by You, or anyone acting on Your behalf with Your consent, that contributes to or results in any loss, damage or liability.

### 36. Defamation

Claims arising out of the publication or utterance of a libel or slander or defamation of character:

- a. made prior to the commencement of the Period of Insurance or following its cessation;
- b. made by You or at Your direction with knowledge of the falsity thereof.

Further, We will not pay and there is no Cover for defamation where Your business activity is publishing, advertising, broadcasting or telecasting.

### 37. Internet Operations

Any liability directly or indirectly caused by, contributed to by, resulting from, arising from, or in connection with any Internet Activity by You or Your Employees.

### 38. Cyber Incident or Cyber Loss

Any liability directly or indirectly caused by, contributed to, resulting from, arising out of or in connection with a Cyber Incident or Cyber Loss.

### 39. E-Commerce

Any liability directly or indirectly caused by, contributed to by, resulting from, or arising out of, or in connection with any:

- a. communication, display, distribution or publication of Information Technology;
- b. total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Information Technology;
- c. error in creating, amending, entering, directing, deleting or using Information Technology equipment; or
- d. total or partial inability or failure to receive, send, access or use Information Technology for any time or at all.

### 40. North American Exports

Any liability:

- a. occurring in any country on the continent of North America, or in states or territories incorporated in or administered from or by such country; and
- b. caused by Products exported by You to any such country.

### 41. Sanctions

Any claim or benefit under this Policy that would contravene or otherwise expose Us to liability for any trade or economic sanctions, embargoes, travel bans, financial or commodity restrictions imposed by the United Nations Security Council or any government of Australia, New Zealand, the European Union, Singapore, Switzerland, United Kingdom or United States of America.



# POLICY PRODUCT 3

## BUSINESS INTERRUPTION

### Introduction

This Product 3 does not apply unless it is noted on Your Policy Schedule. Yellowcover is subject to General Exclusions, Definitions and Conditions that apply to all Policy Products.

Cover is only available for eligible trucks, trailers and mobile plant such as excavators, backhoes, dozers, rollers, bobcats and the like, when insured under a schedule of less than 25 Insured Property items. Cover only applies if the item of Insured Property is noted in Your Policy Schedule under Policy Product 3.

Subject to the following terms and conditions, as well as any General Exclusions and Conditions that apply to Policy Products, this Policy Product 3 provides Cover for payment of a Weekly Benefit if Your claim for Loss or Damage to Your Vehicle has been accepted under the Vehicle Policy.

### Definitions Specific to this Policy Product 3

| Word                                   | Meaning  |
|--|--|
| <b>Benefit Period</b>                  | means the number of weeks selected by You (as specified in Your Policy Schedule)   |
| <b>Indemnity Period</b>                | <p>means the period of time that:</p> <ol style="list-style-type: none"><li>commences from the date You notify Us of the Accident (Commencement Date) to Your Vehicle insured with Us (for the Benefit Period nominated in Your Policy Schedule), and</li><li>ends at either the Repair Completion Date, Replacement of the Vehicle Date or Total Loss Settlement Date,</li></ol> <p>but in no circumstances will the Indemnity Period exceed the Benefit Period.</p> <p>However:</p> <ol style="list-style-type: none"><li>where You have not presented Your Vehicle to Us for assessment, the Indemnity Period Commencement Date will not commence until the day that You do present Your Vehicle for assessment;</li><li>where We have authorised repairs and You have not presented Your Vehicle for those repairs within two business days, then the Indemnity Period Commencement Date will not commence (after that 2nd business day) until the day that You present Your Vehicle for repairs; or</li><li>if You have requested removal of Your Vehicle to a place of repair other than the nearest repairer agreed to by Us (which is more than 100 kilometres from the original agreed repairer), then the Benefit Period will cease from the date of removal from the agreed repairer and recommence from the date of arrival of Your Vehicle at that alternate repairer, subject to i. and ii. above.</li></ol> <p>Regardless, if You have elected to have a Waiting Period, then Your Benefit Period will begin immediately after that Waiting Period has concluded.</p> |
| <b>Loss or Damage</b>                  | means actual physical damage to Your Vehicle covered under Your Vehicle Policy.  |
| <b>Maximum Benefit</b>                 | means Weekly Benefit (for Your Vehicle for which the benefit is payable), multiplied by the Benefit Period.  |
| <b>Repair Completion Date</b>          | means the date We or the repairer (whichever is the first) informs You that Your Vehicle is repaired and is available for collection by You.   |
| <b>Replacement Vehicle</b>             | means the Vehicle You elected to accept as settlement for replacement of the Vehicle subject to Total Loss under Your Vehicle Policy claim.  |
| <b>Replacement of the Vehicle Date</b> | means the date We or the manufacturer or supplier (whichever is the first) informs You that Your Replacement Vehicle is available for collection by You.   |

## POLICY PRODUCT 3

# BUSINESS INTERRUPTION

| Word                              | Meaning   |
|-----------------------------------|---|
| <b>Total Loss</b>                 | means Your Vehicle is destroyed or so damaged as to cease to be a Vehicle or Your Vehicle is so damaged that it is beyond economic repair.    |
| <b>Total Loss Settlement Date</b> | means the date We issue funds payable to You (and/or other interested parties) in settlement of Your claim under Your Vehicle Policy with Us. |
| <b>Waiting Period</b>             | means the number of weeks specified in Your Policy Schedule before which Your Benefit Period commences.                                       |
| <b>Week</b>                       | means each period of seven days of the Indemnity Period.  |
| <b>Weekly Benefit</b>             | means the amount selected by You (as specified in Your Policy Schedule).  |
| <b>Vehicle</b>                    | means the vehicles as specified in Your Policy Schedule in Policy Product 3.  |
| <b>Vehicle Policy</b>             | means Section 1 of Policy Product 1 of Your Yellowcover Policy.   |

### Your Cover under this Policy Product 3

#### 1. How We Will Settle Your Claim

If Loss or Damage to a Vehicle, specified in Your Policy Schedule of this Policy Product 3, is accepted by Us as a claim under Your Vehicle Policy, then We will pay You:

- a. the Weekly Benefit for each completed Week plus/or one-seventh of the Weekly Benefit for each completed day where the Indemnity Period is less than a Week, subject to the Maximum Benefit applicable under Your Policy Schedule; and
- b. for a period no greater than the Indemnity Period, provided the Loss or Damage to the Vehicle under Your Vehicle Policy claim, that gives rise to a claim under this Policy Product 3, occurred during the Period of Insurance.

However, any amount payable under this Policy Product 3 Business Interruption Cover, shall be reduced by any amount We agree to pay under the following Optional Extensions to Section 1 of Policy Product 1:

9. Substitute Hire Costs - Mobile Plant;
10. Ongoing Hire Costs; and
11. Finance Payment Protection,

should Coverage be provided by both Policy Products.

#### 2. Optional Benefit: Claim Instalment Payments

If We have accepted indemnity for You under this Policy, Our first payment to You will be made within 14 days from the date the claim has been accepted. Each subsequent payment We are required to make will be made every seven days thereafter.

## POLICY PRODUCT 3

# BUSINESS INTERRUPTION

### 3. Additional Benefit:

#### a. Repair rework required:

If Your Vehicle is returned to a repairer for repair rework and We have authorised those repairs under Your Vehicle Policy, We will pay Your Weekly Benefit while the Vehicle is having rework completed, up to the Maximum Benefit. The Waiting Period will not apply to this additional benefit.

#### b. Waiting Period reduction:

Where an Accident occurs that results in a claim indemnified under this Policy, then We will reduce the Waiting Period to zero if the Accident::

- i. is an impact by aircraft or part thereof to the Vehicle;
- ii. is an act of Terrorism to the Vehicle;
- iii. involves the loss of the Vehicle from a water vessel transporting it; or
- iv. involves the death of the driver (or a family member) in the Vehicle at the time of the Accident.

### Exclusions Specific to This Policy Product 3

1. the Weekly Benefit during the Waiting Period;
2. the Weekly Benefit after:
  - a. the Repair Completion Date;
  - b. the Replacement of Vehicle Date; or
  - c. the Total Loss Settlement Date.
3. if the Loss or Damage to Your Vehicle is less than the Vehicle Policy Excess for Your Vehicle;
4. if the Vehicle is partially or totally destroyed by fire (not caused by an impact or collision) or is stolen. This exclusion will not apply to Insured Property that was stolen and subsequently recovered in a damaged state.
5. if You elect to control, handle or complete the repairs to Your Vehicle Yourself;
6. if Your Vehicle is insured or indemnified (by a policy type covering commercial Vehicles) by any insurer other than Us;
7. for any loss(es) or expense(s) incurred attributable to any overhauls, inspections, modifications or non-claim related work performed on Your Vehicle whether carried out in conjunction with the claimed repairs to Your Vehicle or not;
8. for any third party legal liability, including but not limited to fines, penalties, damages for breach of contract, common law or statute, whether or not attributable to the Loss or Damage to Your Vehicle;
9. for loss attributable to any business of Yours being wound up or carried on by a liquidator or receiver or otherwise being permanently discontinued;
10. if Your Vehicle was being hired out, without Your driver, at the time of the Loss or Damage to Your Vehicle;
11. if Your Vehicle was in the possession of another person or party for the purpose of sale, at the time of the Loss or Damage to Your Vehicle;
12. if Your legal or equitable interest in Your Vehicle ceases, or Your Vehicle is seized or taken possession of by any person lawfully entitled to do so; or
13. if Your Vehicle was being used for illegal purposes with Your consent at the time of the Loss or Damage to Your Vehicle.



### **Conditions Specific to This Policy Product 3**

#### **1. When We Will Not Insure You**

We will not insure You under this Policy Product 3:

- a. unless Your Vehicle is also insured under the Vehicle Policy;
- b. where Your Vehicle ceases to be insured for Loss or Damage under the Vehicle Policy, then Cover under this Policy is cancelled for Your Vehicle. We will refund premium in accordance with the terms of General Condition 3 that applies to all Policy Products; or
- c. where Your Vehicle is settled as a Total Loss under Your Vehicle policy and we have finalised Your claim for that Vehicle under this Policy Product 3, then Cover for that Vehicle under this Policy Product 3 is cancelled without refund of premium.

#### **2. Change in Ownership**

Where Your Vehicle is sold or transferred to new ownership, then Cover over that Vehicle is cancelled from the time of the sale or transfer. We will refund premium in accordance with the terms of General Condition 3 that applies to all Policy Products.



# GENERAL CONDITIONS THAT APPLY TO ALL POLICY PRODUCTS

## 1. Due Observance

If You fail to comply with any provision of Your Policy, We may reduce or refuse to pay a claim, but in any event Our rights will be subject to the Insurance Contracts Act 1984 (Cth). Our liability will be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your failure to comply with such provisions.

## 2. Cancellation

- a. You may cancel Your Policy at any time by giving Us notification;
- b. Where You represent more than one person or entity, We will only carry out this cancellation where a notification to cancel is received from all parties named in Your Policy Schedule;
- c. We may cancel only when the law allows Us to do so, and We will allow three business days' notice for You to seek alternative insurance or as otherwise required under the Insurance Contracts Act 1984 (Cth);
- d. We will refund premium for each day of the unexpired Period of Insurance;
- e. The daily premium will be calculated by dividing the premium by the number of days of the Period of Insurance. Some government taxes & duties are not refundable.

## 3. Goods and Services Tax

- a. The amount of premium paid by You for Your Policy includes an amount for GST on the premium. As You are a commercial entity, 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 make a claim under Your Policy;
- b. No payment will be made to You for any GST liability that You may incur on the settlement of a claim if You do not inform Us of Your entitlement or correct entitlement to any Input Tax Credit;
- c. Despite the other provisions of this insurance (including provisions in the wordings, Your Policy Schedule or any endorsement) Our liability to You will be calculated taking into account any Input Tax Credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition; and If the Sum Insured is not sufficient to Cover Your loss, We will only pay any GST (less any relevant Input Tax Credit) that relates to Our proportion of Your loss.

## 4. Government Taxes and Duties

You must pay all levies, taxes, imposts and/or charges, including but not limited to stamp duty and other similar charges which may be payable to or required to be paid to any government in Australia whether acting through any agency, instrumentality or otherwise in relation to Your Policy.

## 5. Change of Risk

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

During the Period of Insurance, You must provide written notice to Us as soon as reasonably possible of any change in circumstances that increases the risk of an Accident or Occurrence from those which existed at the time Your Policy of Insurance was accepted. Unless We have previously agreed to the change in writing, Our liability will be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your failure to notify Us of that change. This clause should be read in conjunction with 6. Duty of Disclosure at the start of this PDS.

## 6. Law and Jurisdiction

- a. You must not make any disclosures or misrepresentations that are fraudulent when proposing Your insurance to Us.
- b. if You do:
  - i. We may cancel the Policy or declare it never existed because it was not properly entered into due to Your fraudulent misrepresentation or non-disclosure; or
  - ii. if We are not entitled to avoid the contract from the beginning, We may be entitled to reduce Our liability under the contract in respect of a claim.

## GENERAL CONDITIONS THAT APPLY TO ALL POLICY PRODUCTS

### 7. Other Insurances

You must give Us written notice of any policies of insurance already effected, or which may be subsequently effected covering, whether in whole or in part, the subject matter of the various Products and Policies.

### 8. Causing Or Contributing To Loss

We may refuse to pay a claim, 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 loss, damage or liability or prejudices Our interests or rights, in respect of that claim. Our liability will be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your breach of any condition of this Policy.

### 9. Reasonable Care

At Your own expense You and any person acting for You or on Your behalf must exercise reasonable care and take precautions and use reasonable diligence to:

- a. prevent loss or damage to and ensure the safety and security of any item or thing which is the subject of the Cover provided under any Policy ;
- b. employ only competent employees;
- c. comply with all statutory obligations and by-laws or regulations and recognised standards imposed by any public authority;
- d. prevent Personal Injury or Property Damage ;
- e. employ safe work practices; and
- f. maintain Your Insured Property, Extras, Working Accessories, plant and equipment, machinery, implements in proper repair and sound condition.

### 10. Subrogation

- a. Upon the payment of any claim under this Policy and subject to any restrictions imposed by the Insurance Contracts Act 1984, We will be subrogated to all Your rights and remedies arising out of such claim against any person or corporation whatsoever.
- b. if there is any recovery by way of subrogation that includes both Our loss and Your loss, We and You will be entitled to Our individual pro rata proportions of the recovered amount (that includes any interest component).
- c. for the purposes of this clause 14, loss includes any legal and administrative costs incurred by either party in the recovery.

### 11. Right of Recovery

Where another person other than a person exempted by law, is liable to compensate You for any loss or damage covered by the Policy, but You have agreed with, or given an undertaking to, that person without Our written authority, either before or after the loss or damage occurred that You would not seek to recover any moneys from that person, We will not cover You under Your Policy for any such loss or damage.

### 12. Other Interested Parties

- a. Your Policy does not provide insurance in respect of the interest of any person or entity not named in Your Policy Schedule. We will recognise a government agency or Your personal representative in the event of Your death or (temporary or permanent) incapacity.
- b. All persons entitled to any benefit under Your Policy will be bound by the terms of Your Policy.
- c. If any financier has an interest in any Insured Property insured under Policy Product 1 and We elect to settle Your claim by cash payment, We reserve the right to pay all or part of the proceeds to the financier. Any payment to a financier will satisfy Our obligations to You under Policy Product 1 for the amount paid.

### 13. Fraudulent disclosure or misrepresentation

- a. You must not make any disclosures or misrepresentations that are fraudulent when proposing Your insurance to Us.

## GENERAL CONDITIONS THAT APPLY TO ALL POLICY PRODUCTS

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- b. if You do:
  - i. We may cancel the Policy or declare it never existed because it was not properly entered into due to Your fraudulent misrepresentation or non-disclosure; or
  - ii. if We are not entitled to avoid the contract from the beginning, We may be entitled to reduce Our liability under the contract in respect of a claim.

### **General Claims Responsibilities That Apply To All Policy Products**

When You suffer loss, damage, liability or expense claimable under this Policy, You, or anyone acting for You or on Your behalf at Your own expense must:

- a. take all reasonable measures to avoid or minimise any further loss, damage, liability or expense;
- b. not make any admission, offer, promise, payment or indemnity without Our written consent;
- c. tell Us all the details of the loss as soon as possible either by submission of a claim form or by providing the information required by NTI ACCIDENT ASSIST. This information should be provided to Us with any written documentation, for example, a letter of demand from a claimant, a writ, summons or process received from any third party claimant. The obligation to provide this information is ongoing;
- d. pay the Excess to Us within 30 days of Our request;
- e. give Us all reasonable information and assistance We require in the prosecution, defence or settlement of any claim or any action or any claim made by You for benefits under Your Policy;
- f. notify Us of any other insurance that also provides insurance for any claim under Your Policy;
- g. in the event of loss caused by burglary, theft and/ or malicious damage, notify the police as soon as possible and provide to them all reasonable assistance to apprehend the offending party; and
- h. not make any false declaration or statement in support of any claim under Your Policy;

When You claim under this Policy:

- i. We may take over any right that You may otherwise have had against any person who may be held responsible for the loss, damage, liability or expense, to take recovery action in Your name against those responsible; and
- ii. Subject to the extent of Coverage provided, We may take over and conduct in Your name the defence or settlement of any claim or prosecute in Your name for Our benefit, any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim.

## GENERAL EXCLUSIONS THAT APPLY TO ALL POLICY PRODUCTS

We will not pay:

### 1. Terrorism

For loss or damage or liability or expense that is directly or indirectly caused by, contributed to by or arises from:

- a. Terrorism; or
- b. steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived Terrorism.

### 2. War

If the loss or damage or liability or expense is directly or indirectly caused by, contributed to by or arises from war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 3. Nuclear Fuel, Waste and Contamination Therefrom

If the loss or damage or liability or expense is directly or indirectly caused by, contributed to by or arises from:

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, and radioactive isotopes of nuclear fuel.

### 4. Electromagnetic Weapon

If the loss or damage or liability or expense is directly or indirectly caused by, contributed to by or arises from any electromagnetic weapon.

### 5. Weapons of Atomic or Nuclear Nature, Radioactive Contamination or Explosion, or of Chemical, Biological, Bio-Chemical Nature

If the loss or damage or liability or expense is directly or indirectly caused by, contributed to by or arises from:

- a. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter emitting from any such weapon or device; or
- c. any chemical, biological or bio-chemical weapon.

### 6. Fines and Penalties

For any amount of aggravated exemplary or punitive damages or fines or liquidated damages awarded against You or imposed on You or incurred under a penalty clause, or in respect of infringement of copyright or patent, or any other penalty of whatsoever nature imposed on You or awarded against You.

### 7. Fraudulent, Wilful and Deliberate Acts

For any loss, damage, liability or expense that arises out of:

- a. a fraudulent or illegal act;
- b. a wilful, deliberate or malicious act; or
- c. intentional misconduct,

by You, or anyone acting on Your behalf with Your consent, that contributes to or results in any loss, damage or liability.

### 8. Communicable Disease

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

## GENERAL EXCLUSIONS THAT APPLY TO ALL POLICY PRODUCTS

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### **9. Sanctions**

Any claim or benefit under this Policy that would contravene or otherwise expose Us to liability for any trade or economic sanctions, embargoes, travel bans, financial or commodity restrictions imposed by the United Nations Security Council or any government of Australia, New Zealand, the European Union, Singapore, Switzerland, United Kingdom or United States of America.

## STAMP DUTY

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Where applicable, duty has been paid to the jurisdiction that officiates over Your Policy.

**ACT**

Duty Paid, Duties Act, 1999

**SOUTH AUSTRALIA**

Duty Paid, Stamp Duties Act, 1923

**NEW SOUTH WALES**

Duty Paid, Duties Act, 1997

**TASMANIA**

Duty Paid, Duties Act, 2001

**NORTHERN TERRITORY**

Duty Paid, Stamp Duty Act 1978

**VICTORIA**

Duty Paid, Duties Act, 2000

**QUEENSLAND**

Duty Paid, Duties Act, 2001

**WESTERN AUSTRALIA**

Duty Paid, Duties Act, 2008







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