



# TRANSPORT PACK PRODUCT DISCLOSURE STATEMENT



EFFECTIVE DATE: **01 / 11 / 2023**



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# PART A

## PRODUCT DISCLOSURE STATEMENT

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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 or Our authorised representative for an explanation. In this Product Disclosure Statement (PDS) We refer to retail Motor Vehicle insurance. Retail Motor Vehicle insurance is insurance for Motor Vehicles such as sedans, station wagons, SUV's and coupes or a goods vehicle that has less than two tonne carrying capacity.

### 1. Introduction

This PDS contains important information required under the Corporations Act 2001 (Cth) and represents an invitation to apply for the product which is only made to people in Australia. When We recommend or offer to sell You retail insurance products, it is required that We provide You with a PDS. We can provide You with a PDS regardless of whether You are acquiring a retail product or not.

### 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 Transport Package Insurance Policy and in making an informed choice about Your insurance requirements.

The PDS sets out the **significant features** of the Commercial Motor Product of the Transport Package Motor insurance Policy including its **benefits, risks** and information about **how the premium is calculated**. For a full description of this insurance product, You will still need to read the Policy 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.nti.com.au](http://www.nti.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.

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### 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 or Carrier's Cargo insurance, in addition You must tell Us of any change to:

- Your turnover or Gross Freight Earnings
- Number and type of employees, subcontractors and labour hire workers engaged
- Goods types in transit and their value, including the radius of operation if We asked.

#### 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

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

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

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

Our handling of personal information is governed by Our Privacy Policy Statement which is available on the NTI website at [www.nti.com.au](http://www.nti.com.au).

Our Privacy Policy Statement contains information about:

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

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## PRODUCT DISCLOSURE STATEMENT

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.

### 8. Features/Summary of Coverage Benefits Available

The table below is a summary of some of the major coverage benefits available in this Policy. Exclusions, limits and conditions apply so please refer to the Policy wording in Part B of this document for full details.

Summary of Cover	Benefits of Cover
<b>Product 1 - Commercial Motor</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 - Carriers Protect</b>	Cover for Cargo that is damaged in Transit during the Period of Insurance.
<b>Product 4 - Downtime</b>	Payment of a Weekly Benefit if Your claim for Loss or Damage to Your Vehicle has been accepted under the <b>Commercial Motor</b> Policy.

#### Commercial Motor Product - Policy Product 1

##### Cover Options

##### 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 Own Damage

##### Own Damage

Theft, loss of or damage to Your:

- Insured Property;
- 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
- 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:

- repair/reinstate or replace damaged parts;
- pay the amount of the loss/damage; or
- 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



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### Commercial Motor Product - Policy Product 1

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.

#### 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

However if Your Insured Property is Mobile Plant and is less than two 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>	Motor Vehicles	
	Emergency accommodation \$2,500	Hire Motor Vehicle after theft \$10,000
	Hire Motor Vehicle - difference in excess	Journey continuance \$5,000
	Novated lease	Two Wheel or Box trailer \$2,000
	Mobile Plant	
	Appreciation/Escalation 25%	Dry Hire - Mobile Plant
	Subrogation Waiver - Wet Hire	
	Mobile Plant and Motor Vehicles	
	Cost of repatriating driver / operator \$5,000	Death of driver / operator away from home \$2,500
	Emergency repairs \$5,000	Expediting expenses \$25,000
	Family expenses when driver / operator hospitalised \$3,500	Funeral expenses \$10,000
	Locks and keys \$10,000	Maritime liability (General Average)
	Operator/driver personal effects \$3,000	Operator/driver psychological and trauma counselling \$5,000
	Modification for disablement \$10,000	Return of Insured Property \$5,000
	Reward costs \$5,000	Signwriting
Tyre and Track Damage		
<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>• Mobile Plant Damage waiver</li> <li>• Down hole Cover</li> <li>• Plant on Watercraft</li> <li>• Hired in Mobile Plant</li> <li>• Ongoing Hire costs - Hired in Mobile Plant</li> </ul>	

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**Section 2 - Legal Liability to Third Parties**

<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 - \$25,000</li> <li>• First Aid</li> <li>• Motor Vehicle test driven - \$100,000</li> <li>• Substitute Mobile Plant</li> </ul>

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

#### Additional Cover automatic with Section 1 and 2

- Automatic Inclusion \$500,000 / 45 days
- Accidental Overweight
- Acquired Companies
- Additional Interests
- Trailer in Control (Non Owned Trailer) \$100,000 with \$2,500 Excess
- Public Relations/Crisis Management - \$75,000

#### Optional Extensions for Section 1 and 2

- Trailer in Control / Non Owned Trailer - Material Damage (increased limits options)
- Crane Multi lift
- Waiver of Subrogation/Release
- Waiver of Subrogation for specified contract(s) or Insured Property

#### 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. You should read the full Policy wording in Part B of this document to familiarise Yourself with the full details of these important conditions and exclusions.

#### 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.

Please review the full Policy Wordings in Part B of this document for all details of all exclusions applying.

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### 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.

### 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 other than that which belongs to You or held by You for any third party during the ordinary course of transit, subject to a maximum of \$100,000 (or as noted in Your Policy Schedule) for any one Occurrence and in the aggregate during any one Period Of Insurance. Note : "During the ordinary course of transit" also includes any loading, unloading or temporary storage related to the goods in transit.
<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. Injury and Damage from Exports of products to North America are excluded.
<b>Extensions of Cover</b>	Vibration limit \$250,000 in any one Period of Insurance (unless another amount is noted in Your Policy Schedule).

### Carrier's Protect - Policy Product 3

<b>Cover</b>	Cover for Cargo that is lost or damaged in Transit during the Period of Insurance.
<b>Cover Options</b>	<p><b>Accidental Damage - Cover Option 1</b></p> <p>Loss or damage to Cargo resulting from an Accident, Deliberate Act of a Third Party or act of Terrorism during Transit.</p> <p>Cover for refrigerated/temperature controlled Cargo includes deterioration following variation in temperature for more than 4 consecutive hours as a result of accidental malfunction or failure of machinery or mismanagement.</p> <p><b>Insured Perils - Cover Option 2</b></p> <p>Loss or damage to Cargo during Transit resulting from a listed Insured Peril.</p> <p>A series of optional extensions are available to extend Your cover which can include theft, loading/unloading, temperature controlled haulage, shedding of load and others.</p> <p><b>Carrier's Cargo Legal Liability - Cover Option 3</b></p> <p>Your legal liability for loss or damage to Cargo during Transit subject to prior acceptance by Us and Your use of Your Standard Trading Conditions.</p> <p>Cargo Consequential Loss Option - Limit options from \$100,000 to \$500,000 if shown in Your Policy Schedule for liability to the Cargo owner. This is an Optional extension available</p>



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### Carrier's Protect - Policy Product 3

	for each of the above covers in Cover Option 1, 2 and 3.
<b>Automatic coverage extensions</b>	<p>Automatic coverage extensions in addition to the Sum Insured if a claim is accepted under either of Accidental Damage or Insured Peril covers, include:</p> <ul style="list-style-type: none"> <li>• Removal of Debris and Minimise further losses \$100,000;</li> <li>• Shipping Containers \$50,000;</li> <li>• Onforwarding Costs \$50,000;</li> <li>• Livestock Mustering, Wandering off &amp; Agistment Costs \$50,000 (\$1,000 per animal);</li> <li>• Motor Vehicle Cargo - 2km Driving Risk extension for loading/unloading.</li> <li>• Legal Expenses \$50,000;</li> <li>• Packaging &amp; Carrier's Equipment \$50,000;</li> <li>• Subcontractor Indemnity;</li> <li>• Fumigation, Quarantine and/or decontamination expenses \$25,000;</li> <li>• Brands, labels and packaging;</li> <li>• Re-securing Costs \$10,000.</li> </ul>

### Downtime - Policy Product 4

<b>Cover</b>	<p>Cover for payment of a Weekly Benefit if Your claim for Loss or Damage to Your Vehicle has been accepted under the Commercial Motor Policy</p> <p>Note: Exclusions apply in this Product such as when Your Vehicle is stolen or destroyed by fire (non impact related).</p>
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## 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;
- ensure Your load recovery cost is fair for You.

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### 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 if You have not complied with the terms of the Policy. For example, You must:

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

### 15. Cancelling Your Policy

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

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

## **16. Resolving Your Complaints**

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

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

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 it promptly.

### **Internal Dispute Resolution**

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

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

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

### **External Dispute Resolution**

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

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

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

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

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

The contact details for AFCA are:

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

National Toll Free number 1800 931 678

GPO Box 3 Melbourne VIC 3001

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

## PART A

# PRODUCT DISCLOSURE STATEMENT

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### 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;
- 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.

If You purchase Liability or Cargo 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.

### 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.

## PART A

# PRODUCT DISCLOSURE STATEMENT

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## 21. 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.

## 22. Average/Underinsurance

The Commercial Motor Product contains an average/underinsurance clause. This means that when You take out insurance with Us and when You renew insurance 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.

## 23. Updating Our PDS

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





## PART B

# POLICY WORDING

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### Our Agreement with You

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 provided that You have paid the premium by the Due Date, We will insure You for the Cover specified in Your Policy Schedule, subject to the terms, conditions and exclusions that are set out in this Policy.

Your Policy consists of:

- a. this Policy document, 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 or otherwise notified by Us to You in writing;
- d. Your Insurance Proposal, the declarations and statements that were made when You applied for Cover from Us and every other matter which You subsequently declare or state to Us when You, replace, vary, extend or reinstate Your Policy.

They are all to be read as if they are the one document.

At Your election this insurance Policy can provide up to 4 different Policy Products. They are:

Policy Product	Product cover	Summary of cover
<b>Product 1</b>	<b>Commercial Motor</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>Carriers Protect</b>	This Product provides Cover for Cargo that is damaged in Transit during the Period of Insurance.
<b>Product 4</b>	<b>Downtime</b>	This Product provides for payment of a Weekly Benefit if Your claim for Loss or Damage to Your Vehicle has been accepted under the Commercial Motor Policy.

The Cover provided by each Policy Product is subject to the terms, conditions 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>	means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: <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</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 the joint venture of the 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.
<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 Products applying, Excess and any special conditions, endorsements and limits which apply to Your Policy.

## PART B

# POLICY WORDING

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Word	Meaning
<b>Period of Insurance</b>	<p>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.</p> <p>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.</p>
<b>Sum Insured</b>	<p>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.</p>
<b>Terrorism</b>	<p>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.</p>
<b>We/Our/Ours/Us</b>	<p>means National Transport Insurance administered on behalf of the Insurers by its manager NTI Limited: ABN 84 000 746 109; AFSL 237246.</p>
<b>You/Your/Yours</b>	<p>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.</p>





# POLICY PRODUCT 1

## COMMERCIAL MOTOR

### 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

<b>Section 1: Own Damage</b>	Applies to the settlement of any Claim if Your Insured Property is damaged in an Accident or Stolen during the Period of Insurance.
<b>Section 2: Legal Liability to Third Parties</b>	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: <ul style="list-style-type: none"><li>• 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; and</li><li>• 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.</li></ul>
<b>Additional Benefits:</b>	These are automatically provided as outlined within each Section of this Policy Product 1.
<b>Optional Extensions:</b>	Optional extensions are available for purchase for Section 1 or 2 or both. They only apply if they are listed in Your Policy Schedule.
<b>Section 3: Terrorism Loss or Damage</b>	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>You or any of Your relatives who ordinarily reside with You, or with whom You ordinarily reside;</li><li>a person who is one of Your business partners or employees acting as same; or</li><li>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.
<b>Converter Dolly</b>	means an axle assembly equipped with a turntable used for the connection of two articulated trailers.

POLICY PRODUCT 1  
**COMMERCIAL MOTOR**

Word	Meaning
<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> <li>b. a trailer,</li> </ul> described in Your Policy Schedule and is not Mobile Plant.
<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.

POLICY PRODUCT 1  
**COMMERCIAL MOTOR**

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<b>Word</b>	<b>Meaning</b>
<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>Two Up Operation</b>	means where Your Motor Vehicle is operated with more than one driver where those drivers share the driving during the course of the journey.
<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 normally 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

# OWN DAMAGE

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### 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 Motor Vehicle; and
3. Your Working Accessories whether or not they are attached to Your Mobile Plant,

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).
- 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.

#### 2. New Insured Property Replacement

- a. 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 the **two years** of its first purchase after new manufacture, or

## SECTION 1

### OWN DAMAGE

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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 the **one year** of its first purchase after new manufacture

at Your election We will:

1. replace Your Insured Property with a new unit, including payment of the same licence plate jurisdiction 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..
- b. 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.
- c. 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.
- d. When We pay for a Total Loss of Your Insured Property, Cover will cease for that Insured Property without refund of premium.

### 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



## SECTION 1

### OWN DAMAGE

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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

##### 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.

##### 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.

##### 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 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. Were 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.

## SECTION 1

# OWN DAMAGE

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### 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

### Motor Vehicle:

Where there is a valid claim under Section 1 of this Policy Product 1 for loss or damage to Your Insured 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 Tax Invoices for any costs and We **will not pay** more than \$2,500 for any one Accident.

#### 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 \$10,000 for any one claim. 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.

#### 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.

#### 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.

#### 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.

## SECTION 1

# OWN DAMAGE

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### **Mobile Plant:**

Where there is a valid claim 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. Dry Hire - Mobile Plant**

If Your Mobile Plant 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 an hire agreement is in place and is not subject to any damage waiver or conditions that restrict Our right of recovery for Accidental loss or damage under Section 1 of this Policy Product 1.

This Additional Benefit excludes Theft of the Mobile Plant by the hirer or the failure of the hirer to return the Mobile Plant to You.

#### **3. Subrogation Waiver - Wet Hire**

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

### **Mobile Plant and Motor Vehicle**

Where there is a valid claim 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.

## SECTION 1

### OWN DAMAGE

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#### 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.

#### 3. Emergency Repairs

You may carry out temporary repairs following Accident loss or damage, to a limit of \$5,000 without referral to Us, to return Your Insured Property to a place of safety.

#### 4. 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.

#### 5. 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 \$3,500 in total in any one Period of Insurance.

#### 6. 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.

We will not pay:

- a. if the employee operator/driver has committed suicide; or
- b. for a combined amount exceeding \$10,000 in any one Period of Insurance. This Additional Benefit will not be reduced by any accident compensation payment.

#### 7. Modification For Disablement

Where You or Your employee 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 \$10,000 in total, to enable Your Insured Property to be driven safely.

#### 8. Operator/driver Personal Effects

We will Cover Your employee operator/driver for so much of any loss or damage to personal effects that are not covered by the employee operator/driver's household contents or personal effects insurance policy of the employee operator/driver, and is subject to a limit of up to \$3,000 for household contents or personal effects for any one employee, any one claim.

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

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

We will Cover You and Your employees up to a limit of \$5,000 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.

#### 10. 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.

## SECTION 1

### OWN DAMAGE

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#### 11. Locks and Keys

We will pay the cost of replacing the keys, remote-control device or re-coding Your Insured Property's locks if during the Period of Insurance the keys or remote-control device 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 payable for this Insured Property.

#### 12. 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:

- a. \$5,000 following its repair; or
- b. \$25,000 when the Insured Property is recovered following its Theft.

#### 13. 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 \$5,000 for all reward offers made.

#### 14. 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.

#### 15. 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.

### 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. 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 Insured Property to You.

# SECTION 1

## OWN DAMAGE

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### 2. 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.

### 3. 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.

### 4. 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 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.

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.

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).

### 5. Ongoing Hire Cost - Hired in Mobile Plant

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

- a. Our liability under this Optional Extension will not exceed 3 months of hire costs (or such other period specified 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; and
- c. 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).

## SECTION 1

# OWN DAMAGE

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

We **will not** pay 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.

#### 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.



## SECTION 1

# OWN DAMAGE

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### 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 the use (or misuse) of an incorrect fuel type or additive; or
- b. Your Mobile Plant caused by a failure to maintain adequate oil, coolant or lubricant. However, this Exclusion 10b. will not apply to an Accident or fire caused by such failure which results in loss or damage to Your Mobile Plant.

#### **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:

#### 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.

#### 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 (Com).

## SECTION 1

# OWN DAMAGE

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### 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

# LEGAL LIABILITY TO THIRD PARTIES

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### 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. Terrorism).

### 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.

#### 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).

## SECTION 2

# LEGAL LIABILITY TO THIRD PARTIES

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### **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 of a quantity that requires the load to be placarded, 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.

## **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.

## SECTION 2

# LEGAL LIABILITY TO THIRD PARTIES

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### 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 Property, 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.

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

## SECTION 2

# LEGAL LIABILITY TO THIRD PARTIES

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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 \$25,000 per Accident for all 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. Substitute Mobile Plant

Section 2 Cover is extended to Cover Your liability arising from the use of registered Mobile Plant that You do not own but have in Your possession as a substitute for Your Mobile Plant whilst undergoing repair or service. In all other respects Section 2 Cover and its exclusions as well as the Policy terms, conditions and exclusions (including the Tool of Trade exclusion) continue to apply.

### 10. 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 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.

## SECTION 2

# LEGAL LIABILITY TO THIRD PARTIES

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### 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 Liability

- a. for any claim for Personal Injury:
  - 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 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;
- 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).

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.



## SECTION 2

# LEGAL LIABILITY TO THIRD PARTIES

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- 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 (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.

### 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).

### 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:

## SECTION 2

### LEGAL LIABILITY TO THIRD PARTIES

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- 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

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### **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 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 not later than 45 days from the 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**

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 and clause 2 'New Motor Vehicle Replacement' and clause 3 'Finance Payout Protection' have no application to this Additional Benefit.

## EXTENSIONS TO SECTIONS 1 AND 2

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### 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 Policy under this additional benefit.
- b. Section 2 of Policy Product 1 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. We may for that purpose require an additional premium and/or compliance with additional terms and conditions.

### 6. 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 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.

## EXTENSIONS TO SECTIONS 1 AND 2

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### 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. 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.

#### 2. Waiver of Subrogation/Release

Notwithstanding Specific Exclusion 7 'Liability under Agreement' that applies to Section 2 of this Policy Product 1 and Condition 12 'Subrogation' and Condition 13 'Right of Recovery' in Conditions that Apply to all Policy Products, We agree to waive any rights and remedies or relief to which We may become entitled to by subrogation against such specified parties whenever You have been required by contractual agreement to release such parties from liability arising from any event insured by this Policy Product 1. This optional extension of Cover does not apply to Policy Product 2 (Liability) or Policy Product 3 (Carrier's Protect).

#### 3. Waiver of Subrogation for Specified Contract(s) or Insured Property

This optional extension of Cover only applies to the specified contract(s), party(ies) or Insured Property noted in the 'Comments' sections of Your Policy Schedule (or any Endorsement attaching to Your Policy), under this extension.

Notwithstanding Specific Exclusion 7 'Liability under Agreement' that applies to Section 2 of this Policy Product 1, We agree to waive any rights and remedies or relief to which We may become entitled to by subrogation against such specified parties whenever You have been required by contractual agreement to release such parties from liability arising from any event insured by this Policy.

## SECTION 3

# TERRORISM LOSS OR DAMAGE

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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

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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).

## 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

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

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- 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.

### 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.

### 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.



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

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### 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

Loss or damage to Your Insured Property or its Extras or Working Accessories or any liability arising from the Theft 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), including malicious damage thereby, 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' guidelines.

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.

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

### 17. Mobile Homes, Caravans and Campers

Loss or Damage to Your mobile home, caravan, camper and like trailers or any liability arising where:

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

Loss or damage to or any liability arising from Your articulated Motor Vehicle (being a prime mover towing one or more trailers) where;

- the radius from base for its journey is greater than the allowable radius listed in the table opposite, and
- it is driven by or in the charge of a person with less than the below listed total Australian articulated driving experience for the cargo type noted in the table opposite for which the Motor Vehicle is designed to carry.

Cargo Type	Total Australian Articulated Driving Experience	Number of Trailers	Allowable Radius
<b>Dangerous Goods* or Refrigerated Goods</b>	Less Than One Year	One Trailer	0 - 200 KMS
		B-Double, B-Triple or Two or more Trailer Roadtrain	*None
	One Year but Less than Four years	One trailer, B-Double / B-Triple or Two Trailer Roadtrain	0 - 450 KMS
		3 or more trailers Roadtrain	*None
	Four Years	One trailer, B-Double / B-Triple or Two Trailer Roadtrain	Australia Wide
	Four Years (Incl. Two Years MC)	3 or more trailers Roadtrain	
<b>All other freight types</b>	Less Than One Year	One Trailer	0 - 200 KMS
		B-Double, B-Triple or Two or more Trailer Roadtrain	*None
	One Year but Less than Two years	One trailer, B-Double / B-Triple or Two Trailer Roadtrain	0 - 450 KMS
		3 or more trailers Roadtrain	*None
	Two Years	One trailer, B-Double / B-Triple or Two Trailer Roadtrain	Australia Wide
	Two Years MC	3 or more trailers Roadtrain	

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

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For the purposes of this Exclusion:

- i. Converter Dolly is not a trailer; and
- ii. \*Dangerous Goods means those Dangerous Goods (that will include diesel) as defined by this Policy that are required by the current Australian Code for the Transport of Dangerous Goods by Road & Rail or the associated relevant state regulations to be a placarded load.
- iii. \*None under Allowable Radius: means no Cover is provided under this Policy for this combination of cargo type, Total Australian Articulated Driving Experience and number of trailers.

For clarity, please refer to Our online Driver Acceptance Guide at <https://partner.nti.com.au/tools/national-transport-insurance/driver-acceptance-guide> which is a simple tool that helps You understand the experience required for different truck, trailer and cargo combinations.

### 19. Age Restriction - Two Up Operations

Any loss or damage or liability arising if Your articulated Motor Vehicles are part of a Two Up Operation whilst being driven by or in the charge of any person under 23 Years of age.

### 20. 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.

### **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

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### 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 all due 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
- e. maintain Your Mobile Plant, Motor Vehicle, Extras, Working Accessories, equipment, machinery, implements and everything used in Your business 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.

## CONDITIONS THAT APPLY TO ALL SECTIONS OF THIS POLICY PRODUCT 1

Driving/in charge of	Driver age	Experience in license class of person driving/in charge of motor vehicle	Additional excess payable
<b>Sedan, Wagon, 4WD, Utility, Panel Van, Coupe Vehicle Up to \$100,000 market value</b>	Under 21 years		\$750
<b>Sedan, Wagon, 4WD, Utility, Panel Van, Coupe Vehicle Over \$100,000 market value</b>	Under 21 years		\$10,000
<b>Sedan, Wagon, 4WD, Utility, Panel Van, Coupe</b>	21 and 22 years		\$500
<b>Over 10 tonne goods carrying capacity vehicle</b>	Under 21 years, or	Less than 2 years experience	\$2,500
	21 and 22 years, and	2 years or more experience	\$1,000
<b>An Articulated Motor Vehicle</b>	under 23 years, or	Less than 2 years experience	\$5,000
<b>Mobile Plant</b>	under 23 years, or	Less than 2 years experience	150% of the Excess
<b>All vehicles other than above</b>	under 23 years, or	Less than 2 years experience	\$750

#### 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. Radius Excess

A radius Excess applies if We accept a claim for loss or damage to Your Motor Vehicle or legal liability caused by it where the destination of Your Motor Vehicle is or was in excess of the nominated radius from Your base of operations as specified in Your Policy Schedule.

The additional radius Excess is as follows:

<b>Bus</b>	\$500
<b>i. a rigid truck; and / or</b>	\$3,000
<b>ii. a non articulated trailer</b>	
<b>i. a prime mover; and / or</b>	\$5,000
<b>ii. an articulated trailer;</b>	

#### f. 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.

## CONDITIONS THAT APPLY TO ALL SECTIONS OF THIS POLICY PRODUCT 1

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### **g. 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 g. 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.



## ADDITIONAL CONDITIONS OF POLICY PRODUCT 1 SPECIFIC TO MOBILE PLANT

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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

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

- a. You must not authorise any repairs without Our 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;
  - 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
  - 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

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### The Cover

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

Transport Package 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 or Property Damage as a result of an Occurrence in connection with Your Business or caused by Your Products during the Period of Insurance.

**Section 1** provides indemnity for Your liability for Personal Injury or Property Damage as a result of an Occurrence in connection with Your Business.

**Section 2** provides indemnity for Your liability for Personal Injury or Property Damage as a result of an Occurrence caused by Your Products.

POLICY PRODUCT 2  
**PUBLIC AND PRODUCTS LIABILITY**

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

<b>Word</b>	<b>Meaning</b>
<b>Aircraft</b>	means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
<b>Business</b>	means that business described in Your Policy Schedule and will also include: <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>	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.
<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>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".
<b>Mobile Plant</b>	means: <ol style="list-style-type: none"> <li>backhoe, bulldozer, endloader, forklift, industrial crane or hoist, other mobile machinery/ equipment, agricultural implement; or</li> <li>a non-motorised machine or implement,</li> </ol> and is not a Motor Vehicle.

## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

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Word	Meaning
<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, 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 or Property Damage 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>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 7. of the Specific Exclusions that apply to Section 2 – Products Liability of this 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 or from 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>



## SECTION 1

# PUBLIC LIABILITY

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### What You are insured for in Section 1

#### 1. Compensation

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

- a. Personal Injury; and
- b. Property Damage,

as a result of an Occurrence happening in the Period of Insurance within the Territorial Limits and in connection with the Business less the Excess amount specified in Your Policy Schedule as applicable to Section 1 of this Policy Product 2.

#### 2. Legal Costs/Solicitors Fees/ Claimants 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 Section 1 of 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 Section 1 of this Policy Product 2; 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 Section 1 of this Policy Product 2.

Provided that, in relation to any claim in respect of Personal Injury or Property Damage occurring in any country on the continent of North America or in states or territories incorporated in or administered from or by those countries, Our liability to pay any of the costs, expenses or charges set out in Section 1 of this Policy Product 2 will be included within the Limits of Indemnity specified in Your Policy Schedule under Section 1 of this Policy Product 2.

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

We will not be liable for:

#### 1. Property Damage

Property Damage to property:

- a. which belongs to You;
- b. 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; or
- c. 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), except for the first \$100,000 incurred as a result of any one Occurrence and in the aggregate in any one Period of Insurance; and subject to a deductible of the first 10% of any claim or the first \$500, whichever is the greater, but this entire Exclusion 1.c. will not apply to:
  - i. personal possessions of directors, partners, Employees or visitors;
  - ii. 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;
  - iii. premises (including fixtures and fittings) leased or rented to You provided that You will be responsible for the first \$500 in respect of loss or damage caused (other than by fire or explosion) in addition to any Excess specified in Your Policy Schedule; or

## SECTION 1

# PUBLIC LIABILITY

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- iv. 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.

### 2. Liability Under Agreement

Liability assumed by You under any contract, warranty, undertaking or agreement unless that liability would have attached in the absence of the contract, warranty, undertaking or agreement.

However, this Exclusion will not apply to liability assumed by You under:

- a. 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; or
- b. 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.

### 3. Aircraft & Watercraft

Personal Injury or Property Damage caused by or in connection with the operation, ownership, possession or use of any Aircraft or Watercraft by You or on Your behalf.

### 4. Motor Vehicles / Mobile Plant

Personal Injury or Property Damage 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
- 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;

However this Exclusion will not apply to Personal Injury or Property Damage which arises out of:

- i. 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;
- ii. 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; or
- iii. 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.

### 5. Products

Personal Injury or Property Damage caused by Products, other than Personal Injury or Property Damage caused by food or beverages sold or supplied by You as a service to Employees or visitors for consumption on Your premises.

## SECTION 1

# PUBLIC LIABILITY

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### **6. Professional Duty**

Claims arising out of any breach of duty owed in a professional capacity by You, but this Exclusion 6. 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 Product 2; or
- b. claims where such breach is in relation to advice or services given gratuitously.

### **7. Property Change / Demolition**

Claims in respect of Personal Injury or Property Damage arising directly or indirectly out of or caused by or in connection with the:

- a. erection;
- b. demolition; or
- c. alteration of or additions,

to buildings by You or on Your behalf, except for paragraph a. and c. above, to buildings owned or occupied by You, for works not exceeding in total cost \$500,000.

### **8. 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 ceasing;
- b. made by You or at Your direction with knowledge of the falsity thereof; or
- c. related to advertising, broadcasting or telecasting activities, or publication of newspapers, journals, books or periodicals, conducted by or on Your behalf.

### **9. Blasting**

Any liability whatsoever arising out of or from the event of blasting, using explosives or explosive devices of any type.

## SECTION 2

# PRODUCTS LIABILITY

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### What You are insured for in Section 2

#### 1. Compensation

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

- a. Personal Injury; and
- b. Property Damage,

as a result of an Occurrence happening in the Period of Insurance within the Territorial Limits and caused by Your Products less the Excess amount specified in Your Policy Schedule applicable to Section 2 of this Policy Product 2.

#### 2. Legal Costs/Solicitors Fees/ Claimants 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 Section 2 of 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 Section 2 of this Policy Product 2; 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 is prohibited by law).

All of these costs, expenses and charges must be incurred in connection with claims for compensation which if sustained would be indemnified under Section 2 of this Policy Product 2.

Our liability to pay any of the costs, expenses or charges set out in this Section 2 of this Policy Product 2 will be included within the Limit of Indemnity specified in Your Policy Schedule under Section 2 of this Policy Product 2.

Our total liability to You under the above clauses 1 and 2 of Section 2 of this Policy Product 2 for all Occurrences occurring in the Period of Insurance is the Limit of Indemnity specified in Your Policy Schedule under Section 2 of this Policy Product 2. 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 for Section 2 of this Policy Product 2.

### Specific Exclusions That Apply Only to Section 2 of Policy Product 2 - Products Liability

We will not be liable for:

#### 1. Property Damage

Property Damage to property:

- a. which belongs to You;
- b. 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; or
- c. 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), but this entire Exclusion 1.c. will not apply to:
  - i. personal possessions of directors, partners, Employees or visitors;
  - ii. 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;

## SECTION 2

# PRODUCTS LIABILITY

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- iii. premises (including fixtures and fittings) leased or rented to You provided that You will be responsible for the first \$500 in respect of loss or damage caused (other than by fire or explosion) in addition to any Excess specified in Your Policy Schedule; or
- iv. 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.

### 2. Aircraft Products

Personal Injury or Property Damage caused by or arising out of Products intended specifically for, and installed in or on, an Aircraft or other aerial device, or caused by or arising out of Products which You know would be so installed, where such Products are essential to the operation or navigation of an Aircraft or other aerial device.

### 3. Liability Under Agreement

Liability accepted by You solely under a contract, warranty, undertaking or agreement unless that liability:

- a. would have attached in the absence of such contract, warranty, undertaking or agreement; or
- b. is assumed by You under a warranty of fitness or quality, or is implied by law, in respect of Products.

### 4. Repair or Replacement

The cost of recalling, withdrawing, replacing or repairing Products or of making any refund of the price paid for Products, provided that:

- a. this Exclusion 4. does not apply to liability for physical damage to or destruction of Products caused by other Products if they were physically independent at the time of such physical damage or destruction; and
- b. We will contribute seventy-five percent of the costs in excess of the first \$2,000 of each and every claim for physically withdrawing or recalling from use Products which have already given rise to claims for damages which are indemnifiable under Section 2 of this Policy, if We agree that such withdrawal is necessary for the purpose of preventing similar claims arising. This is subject to a maximum contribution by Us of \$50,000 in respect of all such costs incurred in relation to all such withdrawals or recalls in any one Period of Insurance.

### 5. Known Defects

Claims arising from or related to any defect or deficiency in any of the Products where You or any of Your responsible officers has knowledge or has reason to suspect such defect or deficiency at the time when the said Products pass from Your physical custody or of any person under Your control.

### 6. Defective Design

Personal Injury or Property Damage arising directly or indirectly out of, caused by, through or in connection with any defective or deficient design or error in any formula or in specification by You.

### 7. North American Exports

Personal Injury or Property Damage:

- 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.

### 8. Public Liability

Any claim indemnified under Section 1 of this Policy Product 2 – Public Liability.

### 9. Product Defect

Any Property Damage to Products if the Property Damage is attributed to any defect in those Products or those Products' harmful nature or their unsuitability for the purpose for which they were intended.

### 10. Import or Manufacture of Motor Vehicles or Mobile Plant or Component Parts

Any Personal Injury or Property Damage caused by or arising out of the manufacture or import of Motor Vehicles or Mobile Plant (or their components or parts). However this exclusion shall not apply where You are importing or manufacturing such Motor Vehicles or Mobile Plant (or their components or parts) solely for Your own use.

## AUTOMATIC EXTENSIONS OF COVER FOR POLICY PRODUCT 2

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### 1. Cross Liability

Where more than one person or party comprises You as defined in this Policy Product 2, 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 Product 2. The Limit of Indemnity is not affected or increased as a consequence of this clause.

### 2. Principal's Liability

Where a named principal is specified in Your Policy Schedule the Policy extends Cover to that principal for claims in respect of Personal Injury or Property Damage arising solely out of Your Business provided that:

- a. the principal will comply with and be subject to the terms and conditions and limitations of Your Policy as though the principal were You; and
- b. the Limit of Indemnity specified in Your Policy Schedule will apply.

### 3. Wrongful Delivery of Concrete

Notwithstanding the exclusion regarding liability arising out of goods in the physical and legal control, and express warranty, contract or agreement and the liability arising out of the use of a registered Motor Vehicle, 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.

### 4. Roads and Maritime Services (RMS)

This Automatic Extension of Cover extends Cover to You for work undertaken for and on behalf of the Roads and Maritime Services of New South Wales (RMS).

#### Cover

Subject to the standard Policy terms and conditions and exclusions this Policy extension:

- a. Covers:
  - i. Your liability arising out of an Occurrence for Personal Injury or Property Damage caused by You or Your employees and includes Your vicarious liability for subcontractors and agents;
  - ii. liability arising out of the use of fixed hoists or fixed cranes and those unregistered Vehicles not required to be indemnified under Your Motor Vehicle or Mobile Plant type Policy, boilers and pressure vessels; and
  - iii. property of RMS whilst in Your legal and physical control limited to \$500,000 any one Occurrence;
- b. includes RMS as an additional named Insured for liability arising out of Your activities including liability:
  - i. for injury caused by You to any RMS employee not protected by any worker compensation cover or like;
  - ii. arising from work undertaken at and away from Your premises; and
  - iii. for damage caused by You to RMS property not in Your physical or legal control;
- c. includes a cross liability for You and RMS, but for the purpose of this extension, it is agreed that the RMS is not an insured person for the purpose of the issue of a Notice of Expiry as required pursuant to the Insurance Contracts Act 1984 (Cth) (Expiration, Renewal, and Cancellation);
- d. provides a Limit of Indemnity as specified in Your Policy Schedule for:
  - i. Public Liability: for any one single Occurrence and unlimited in the aggregate to the number of Occurrences; and
  - ii. Products Liability: for any one single Occurrence and total aggregate liability during any one Period of Insurance for all legal Liability arising out of Your Products;

## AUTOMATIC EXTENSIONS OF COVER FOR POLICY PRODUCT 2

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- e. protects Your interest for the Business activity stated in Your Policy Schedule and no other for the purpose of this insurance; and
- f. agrees to a waiver of the subrogation clause against any party where they are indemnified by the Policy.

### **Other important features**

- a. This Policy extension of Cover:
  - i. excludes indemnity for Your subcontractors; and
  - ii. is subject to an excess of \$5,000 for each and every Occurrence or series of Occurrences arising out of the one event which You are required to pay.
- b. Your liability to indemnify RMS is reduced proportionally to the extent that any negligent act or omission of RMS or employees or agents (other than You) of RMS may have contributed to the injury, damage or loss.

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

Notwithstanding Exclusion 4. of the Specific Exclusion that apply only to Section 1 – Public Liability of Policy Product 2, We will indemnify You under Section 1 of this Policy- Public Liability 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 other third party's Mobile Plant or Motor Vehicle that was parked in a position which prevented or impeded the loading, unloading or lawful passage of Your Mobile Plant or Motor Vehicle.

However You must at all times be:

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



## CONDITIONS THAT APPLY TO ALL SECTIONS OF POLICY PRODUCT 2

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### 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 all due diligence to:

- a. maintain all premises, plant, equipment (including protective devices) and everything used in Your Business in proper repair and in a sound working condition;
- b. 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
- c. 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 Product 2 will be varied by operation of this clause so that this Policy Product 2 does not respond to the extent that the indemnity is prohibited by law.

### 4. Payment of Limit of Indemnity

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.

### 5. Contribution to Costs

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.

### 6. 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 under that Act. 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.

## EXCLUSIONS THAT APPLY TO ALL SECTIONS OF POLICY PRODUCT 2

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We will not be liable for:

### 1. Pollution

- a. Personal Injury or Property Damage 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 1.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,

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

- i. all claims arising from such Personal Injury or Property Damage;
- ii. all claims for such costs or expenses; and
- iii. all other claims indemnifiable under this Policy Product 2 as a result of that same Occurrence,

regardless of which Section of this Policy Product 2 under which they are indemnifiable, will not exceed the Limit of Indemnity specified in Your Policy Schedule under Pollution limit.

### 2. Contaminants

Any legal liability of whatsoever nature arising out of, by, through or from the removal or disposal of contaminants (including those things so affected thereby), whether such thing is known or not known to be so contaminated, suspected of being contaminated, or declared contaminated, unless the cause of such contamination occurs as described in Pollution Exclusion 1.a. of this Policy Product 2 for which You are held legally liable.

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

- a. all claims arising from such Personal Injury or Property Damage;
- b. all claims arising from such Personal Injury or Property Damage;
- c. all other claims indemnifiable under this Policy Product 2 as a result of that same Occurrence,

regardless of which Section of this Policy Product 2 under which they are indemnifiable, will not exceed the same Limit of Indemnity specified in Your Policy Schedule under Pollution limit.

### 3. Asbestos

Loss or damage or 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.

### 4. Loss of Use

Claims 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.

## EXCLUSIONS THAT APPLY TO ALL SECTIONS OF POLICY PRODUCT 2

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### 5. Injury to Family

Personal Injury to and Property Damage of any member of Your family ordinarily residing with You or with whom You ordinarily reside.

### 6. Welding

Claims 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) issued by the Standards Association of Australia.

### 7. Internet Operations

Personal Injury or Property Damage directly or indirectly caused by, contributed to by, resulting from, arising from, or in connection with any Internet Activity by You or Your Employees.

### 8. Underground Services

Loss or damage to 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 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).

### 9. 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,

except for the first \$250,000 incurred (unless a higher amount is noted in Your Policy Schedule) including legal costs and expenses as a result of any one Occurrence and in the aggregate in any one Period of Insurance; and subject to a deductible of the first \$2,500 of any claim.

### 10. Advertising

Liability for advertising arising out of:

- a. misappropriation of advertising ideas under an implied contract;
- b. the wrong description on the price of Your Product; or
- c. the failure of Your Product to conform with advertised performance or quality.

### 11. Types of Work

Personal Injury or Property Damage caused by or arising from:

- a. excavation exceeding 10 metres in depth;
- b. rail works on rail tracks, rail beds, rail trestles or rail signals;
- 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. ship building or structural ship repairing activities.

### 12. Organic Growths

Personal Injury or Property Damage, 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.

## EXCLUSIONS THAT APPLY TO ALL SECTIONS OF POLICY PRODUCT 2

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### 13. E-Commerce

Personal Injury or Property Damage 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.

### 14. Defective Work

The cost of performing, completing, correcting or improving any defective work done or undertaken by You or Your contractors or their sub-contractors.

### 15. Aviation Activities

Any claims arising directly or indirectly by, through or from any aviation activity and/or any activity either within or on airport taxi-ways, aircraft mooring, apron, hangar, landing grounds, tarmac or the like, all known as Airside, or any temporary landing ground.

### 16. 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.

### 17. 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.

### 18. Waste Management/ Disposal

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 council or relevant authority permit is required to be obtained and You fail to do so; or
- c. any activities or occupation relating to products and/or services involving recycling, waste, tip or landfill activities, ownership or management and the like.

### 19. Silica

Any liability directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by or in any way involving the inhalation of, or exposure to, silica or any materials containing silica in whatever form or quantity.

### 20. 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

## EXCLUSIONS THAT APPLY TO ALL SECTIONS OF POLICY PRODUCT 2

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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.



# POLICY PRODUCT 3

## CARRIERS PROTECT

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### The Cover

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

NTI Transport Package Policy is subject to General Exclusions, Definitions and Conditions that apply to all Policy Products.

### The Cover Options

Subject to the following terms and conditions, as well as General Exclusions and Conditions that apply to all Policy Products, this Policy Product 3 provides Cover Options for Cargo that is lost or damaged in Transit during the Period of Insurance. You are only covered for the Cover Options and optional extensions to this Policy Product 3 shown on Your Policy Schedule.

<b>Accidental Damage - Cover Option 1</b>	<p>Provides Cover for loss or damage to Cargo resulting from an Accident, Deliberate Act of a Third Party or act of Terrorism.</p> <p>This cover automatically provides Carrier's Cargo Liability Cover (if You provide and We accept Your Standard Trading Conditions) and a variety of other automatic additional benefits.</p> <p>Restrictions apply with respect to carriers of Livestock or refrigerated Cargo. Optional extension for Consequential Loss is available for an additional premium.</p>
<b>Insured Perils - Cover Option 2</b>	<p>Provides Cover for loss or damage to Cargo resulting from an Insured Peril or an act of Terrorism.</p> <p>Various optional extensions including Consequential Loss are available for an additional premium.</p>
<b>Carriers Cargo Legal Liability - Cover Option 3</b>	<p>Provides indemnity against sums You become legally liable to pay as compensation for loss or damage to Cargo caused by You or Your Subcontractors, subject to prior acceptance by Us, and your use of Your Standard Trading Conditions.</p> <p>Optional extension for Consequential Loss is available for an additional premium.</p>

### Important Things You Should Know

If You have Cover under more than one Cover Option, You may only claim under one Cover Option for any one loss or series of losses arising from the same event.



### General Definitions That Apply To This Policy Product 3

Word	Meaning
Accident	means an unintended, unforeseen, unlooked-for happening or mishap, which could not reasonably be expected nor designed by You or any person acting for You or on Your behalf who has actual knowledge of the means of transportation of the Cargo.
Bloodstock	means thoroughbred, racing, prize, breeding or competition horses.
Breeding Stock / Stud Animal	means an animal whose main purpose is for reproduction, either by virtue of gestation, insemination or stud / artificial insemination (but not a horse).
Cargo	means any form of tangible property and its packaging or protection, belonging to or owned by a third party, in Your custody or control for the purposes of Transit for reward. Certain Cargo is excluded (see Exclusion 3. and Your Policy Schedule).
Collision	means violent striking or violent impact of one body against another, except to a road, gutter or similar surface but not between the Cargo and the Conveyance.
Consequential Loss	means <ul style="list-style-type: none"> <li>a. loss of profit incurred;</li> <li>b. special extra running costs incurred to avoid or minimise a loss of profit; or</li> <li>c. any other costs incurred to avoid or minimise a loss of profit,</li> </ul> as the direct consequence of Cargo loss or damage during Transit.
Conveyance	means any Motor Vehicle, aircraft, railway wagon or water-borne vessel used by You to transport Cargo.
Cover Option(s)	means each type of Cover specified in this Policy Product 3. The Cover Option(s) which apply to You are shown in Your Policy Schedule.
Customer	means the entity for which You provide Your Services.
Dangerous Goods	means dangerous goods classes as defined by the Australian Dangerous Goods Code for the Transport of Dangerous Goods by Road and Rail currently in force or as amended.
Deliberate Third Party Act	means the deliberate act of any party, including federal, state or local regulatory authorities exercising their legislative powers in order to prevent or minimise an environmental hazard/pollution resulting from an Accident, but excludes an act: <ul style="list-style-type: none"> <li>a. committed by You, Your employee or Your Subcontractor;</li> <li>b. committed with Your knowledge or connivance;</li> <li>c. that was the result of Your lack of due diligence; or</li> <li>d. of Terrorism.</li> </ul>
Fire	means the actual ignition of flame.

## POLICY PRODUCT 3

### CARRIERS PROTECT

Flood	<p>means:</p> <ul style="list-style-type: none"> <li>a. a temporary condition of partial or complete inundation of normally dry land by water: <ul style="list-style-type: none"> <li>i. overflowing from the normal confines of any natural watercourse or lake (whether or not altered or modified) or any reservoir, canal or dam; or</li> <li>ii. which is caused by an accumulation or flowing of water on the ground resulting from precipitation; or</li> </ul> </li> <li>c. a mud slide or mud flow which is caused or precipitated by an accumulation of water on, or under, the ground; or</li> <li>d. water discharged from sewerage or waste water systems due to pressure induced by floodwater.</li> </ul>
General Average	means the principle of maritime law by which, should the shipowner, one or more cargo owners, or other parties with an interest in property on board a sea going vessel, make an extraordinary sacrifice or expenditure for the purposes of preserving all property at risk at a time of peril, all parties with property that has been preserved by such sacrifice or expenditure can be called upon to contribute a proportion of loss incurred.
Gross Freight Earnings	means the total income derived by You (including fees, charges and commissions but excluding GST) from the carrying of Cargo, whether as a principal, Subcontractor or through the use of Subcontractors, without any deduction for operational costs or expense.
Livestock	<p>means sheep, cattle, goats, pigs and other herd animals, but Livestock excludes:</p> <ul style="list-style-type: none"> <li>a. birds (except poultry);</li> <li>b. Bloodstock and other horses; and</li> <li>c. Breeding, Stud or prize animals (unless noted in Your Policy Schedule).</li> </ul>
Original Annual Premium	means the amount calculated by Us from Your initial disclosure made prior to commencement of insurance, as the amount You must pay for the insurance. This amount does not include government taxes and duties.
Overturning	means inversion, laying at rest upon the side (which will not include partial tipping).
Service(s)	means the carriage, transport, handling or storage of Cargo.
Standard Trading Conditions	means the terms and conditions (including written agreements limiting Your legal responsibility) as approved by Us, being the basis upon which Your Services are provided
Subcontractor	means any person, entity or company with whom or with which You may contract to perform any Services, on our behalf

Transit

**For any Cargo other than Livestock or Motor Vehicles/ mobile machinery:**

Transit means:

The ordinary course of transportation upon a Conveyance within Australia from the time You or any person acting on Your behalf:

- a. first move the Cargo for the purpose of being conveyed to a destination outside the premises at which loading takes place; through to
- b. transporting to Your contracted destination; to and including
- c. unloading of the Cargo from the Conveyance and last movement of the Cargo from the Conveyance at the intended destination.

Transit will also include temporary storage (which has not been requested by Your Customer but is necessary for the purposes of transshipment, handling or consolidation/deconsolidation and will be no longer than 30 days in the aggregate) which may occur during this transportation period.

Note: Transit and Temporary Storage definitions may alter for Livestock and Motor Vehicle Cargo, as outlined below.

**For Livestock Cargo** (or Bloodstock, Breeding, Stud or prize animal, if noted in Your Policy Schedule), the above Transit definition and temporary storage benefit are deleted and replaced as follows:

Transit means:

- a. the ordinary course of transportation within Australia upon the Conveyance;
- b. from when the Livestock enter the Conveyance or its loading ramp for the commencement of Transit; and
- c. terminates when the Livestock are discharged from the Conveyance or its loading ramp at the intended destination.

Transit will also include temporary resting of the Livestock off the Conveyance but this is limited to seven (7) days in the aggregate during Transit.

**For Motor Vehicle or mobile machinery Cargo**, the above Transit definition and temporary storage benefit are deleted and replaced as follows:

Transit means:

- a. the ordinary course of transportation within Australia upon the Conveyance;
- b. from the time You or any person acting on Your behalf first moves the Cargo from a point that is no more than 2 kilometres from the Conveyance for the purpose of loading onto the Conveyance; and
- c. terminates when the Motor Vehicle Cargo, having been unloaded by You, is parked by You at the intended destination (or on its loading dock), that is no more than 2 kilometres from the Conveyance.

Transit will also include temporary storage (which has not been requested by Your Customer but is necessary for the purposes of transshipment, handling or consolidation/deconsolidation and will be no longer than 30 days in the aggregate) which may occur during this transportation period.

## ACCIDENTAL DAMAGE - COVER OPTION 1

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This Cover will only apply if Accidental Damage - Cover Option 1 is specified in Your Policy Schedule.

### Cover

#### All Cargo (Excluding Livestock)

We will pay for any physical loss or damage to Cargo (of the kind described in Your Policy Schedule) by You or Your Subcontractors which occurs within Australia during the Period of Insurance and Transit:

- a. caused by or arising out of an Accident;
- b. caused by a Deliberate Third Party Act;
- c. caused by insufficiency of packaging or preparation of the Cargo which was:
  - i. carried out by a party other than You and occurred entirely without Your knowledge; or
  - ii. carried out by You but You can demonstrate that there was no lack of due care on Your part and You were unaware that the packaging or preparation was insufficient in nature; or
- d. as a result of an act of Terrorism.

#### Refrigerated, Temperature Controlled, Chilled or Perishable Cargo

Where Cargo is refrigerated, temperature controlled, chilled or perishable this Cover excludes deterioration of the Cargo due to variation in temperature unless caused by a variation in temperature outside of the required temperature range, through breakdown, malfunction, selection of wrong temperature or failure to turn on power of refrigerating machinery which results in failure to deliver air at the required temperature, for a period of not less than four consecutive hours.

Where selection of wrong temperature or failing to turn on power of refrigerating machinery occurs, each claim is subject to an Excess of \$2,000 (unless a higher Excess would otherwise apply).

We will not cover You where You have failed to properly maintain Your refrigeration machinery.

#### Livestock

Where Cargo is Livestock the following cover applies:

We will pay for any physical loss or damage to Livestock Cargo transported by You or Your Subcontractors which occurs within Australia during the Period of Insurance and Transit:

- a. caused by or arising out of an Accident;
- b. caused by a Deliberate Third Party act; or
- c. as a result of an act of Terrorism

which results in :

- a. injury or death;
- b. wandering off of the Livestock where the Livestock are unable to be mustered or recovered; or
- c. slaughter for humane reasons where necessary

#### Special Exclusion that applies only to Livestock Cargo:

This Cover variation does not insure loss where Livestock:

- a. are not in a good state of health prior to loading for Transit or are not fit to travel;
- b. fail to pass health tests or examinations by a suitably qualified independent party who confirms the illhealth arose prior to Transit or was unrelated to Transit; and/or

## ACCIDENTAL DAMAGE - COVER OPTION 1

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- c. are slaughtered or confiscated, by or at the direction of any public authority, except for slaughter for humane reasons following injury to the Livestock during Transit for which there is Cover provided under this Cover Option 1 of this Policy Product 3.

Should We have accepted Cover for Bloodstock, Breeding Stock or Stud Animals, the above Livestock cover variation also applies.

### Transportation By Sea (All Cargo Types)

Where You transport Cargo by sea (where Transit commences from, is between, and terminates in Australian ports), We will also Cover (up to the Sum Insured in Your Policy Schedule):

- a. General Average contribution You are required to pay;
- b. the cost of mitigating the risk of jettison, grounding, sinking, capsizing, washing overboard and loss or damage caused by a General Average sacrifice; or
- c. the cost of discharge of the Cargo at a port of distress,

that occurs during the Period of Insurance.

### Specific Limitations of Accidental Damage Cover

#### Shedding of Load

Notwithstanding Your Cover for Accidental Damage noted above, You are insured against Accidental loss of or damage to Cargo caused by its falling from the Conveyance due to breakage of restraining chains, cables or other securing devices during Transit provided that:

- a. the Conveyance that is used for the Transit is suitable for the weight, volume and size of the Cargo being transported;
- b. You take all reasonable steps to ensure that the Cargo is adequately packed and effectively secured on the Conveyance; and
- c. You take all reasonable steps to secure the load in accordance with all relevant laws, regulations or industry codes (including the NTC Load Restraint Guide if applicable).

### Additional Benefit - Carrier's Cargo Legal Liability

Provided:

- a. We have received Your Standard Trading Conditions; and
- b. We have approved in writing those Standard Trading Conditions and this Automatic Additional Benefit - Carrier's Cargo Legal Liability is shown in Your Policy Schedule,

We agree to provide You with the following Additional Benefit for any one event caused by or arising out of an Accident that would ordinarily be covered under Cover Option 1 of this Policy Product 3.

#### How We Settle Your Claim for This Additional Benefit

Where a claim is made under this additional benefit, We will pay for Your legal liability for any loss or damage to Cargo (of the kind specified in Your Policy Schedule) in Your custody or control under Your Standard Trading Conditions for any one event, up to the Limit of Indemnity specified in Your Policy Schedule, which occurs during:

- a. the Period of Insurance; and
- b. Transit,

caused by You or Your Subcontractors.

## ACCIDENTAL DAMAGE - COVER OPTION 1

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### Legal Costs

We will pay for Your reasonable legal costs up to \$250,000 incurred with Our written consent in the settlement or defense of any claim under this additional benefit. Payment for reasonable legal costs will be in addition to the Limit of Indemnity specified.

Where We pay legal costs under this clause, the sum of \$250,000 is the limit of Our liability for all legal costs for any one loss or series of losses arising from the same event, including any legal expenses under Additional Benefits.

### Limit of indemnity

The Limit of Indemnity applicable under this additional benefit is the same as that noted under Accidental Damage - Cover Option 1 on Your Policy Schedule. We shall only be liable for any one loss or series of losses arising from the same event under either the standard coverage provided by Cover Option 1 or this Additional Benefit - Carrier's Cargo Legal Liability.

## Special Conditions That Apply Only to This Additional Benefit

### Standard Trading Conditions

- a. You must ensure that Your Standard Trading Conditions have been approved by Us;
- b. You must notify Us in writing of any changes made to Your Standard Trading Conditions for Our acceptance and if approved, We will endorse Your Policy accordingly and from the date of that endorsement, the amended Standard Trading Conditions will become the Standard Trading Conditions applicable to Your Policy; and
- c. You must notify Your Customers that Your Services are provided subject to Your Standard Trading Conditions which must be issued to the Customer prior to Transit of Your Cargo.

## Special Exclusions That Apply Only to This Additional Benefit

### 1. Standard Trading Conditions

We will not pay for Your legal liability under this additional benefit arising directly from You not issuing to Your Customer Your Standard Trading Conditions as approved by Us under the Conditions of this additional benefit, unless You can satisfy Us that:

- a. the failure to issue Your Standard Trading Conditions to Your Customer was not intentional; and
- b. there is evidence there is a prior course of dealings with Your Customer and that Your Standard Trading Conditions have been accepted by Your Customer in the past so that such conditions apply to all Transits for Your Customer.

### 2. Statutory Liability

We will not pay for Your legal liability arising out of breach of the provisions of any laws, regulations, by-laws or recognised industry standards or code.

## Optional Extension - Cargo Consequential Loss

This Optional Extension to Cover is not automatically applicable and will only apply if it is noted in Your Policy Schedule. An additional Premium is payable if the additional Cover is purchased.

### Cargo Consequential Loss and Legal Costs:

- a. Exclusion 2.e. is deleted and where a claim for Cargo loss or damage caused by or arising out of an Accident insured under this policy to which this extension applies has been accepted under this Policy Product 3, then We will indemnify You for amounts You become legally liable to pay:
  - i. as compensation for Consequential Loss by the owner of the Cargo; and
  - ii. for legal costs incurred directly arising from i. above,provided that all the above are reasonably and necessarily incurred.

## ACCIDENTAL DAMAGE - COVER OPTION 1

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- b. This Optional Extension is subject to a limit of \$100,000 (or the amount shown in Your Policy Schedule) in the aggregate for all claims in any one Period of Insurance and is in addition to the sum insured applicable to this Policy Product 3.

### **Special Condition that applies only to this Cargo Consequential Loss Extension**

A Consequential Loss will be deemed to have occurred when the owner of the lost or damaged Cargo suffers financial loss, due to the use of the Cargo being impaired or made impossible as a result of loss or damage We accept as Covered under Cover Option 1.

### **Special Exclusions that apply only to this Optional Extension**

- a. There is no Cover for a Consequential Loss that is caused or contributed to or by:
  - i. any existing or imminent contamination, health risk or health safety restrictions on Your Customers which have been ordered by any public authority;
  - ii. the financial insolvency of Your Customer; or
  - iii. Your Customer making alterations to, or completing regular maintenance work on, damaged or lost Cargo during the time of reinstatement or replacement.
- b. There is no Cover for claims arising out of or from any fines, penalties, charges or pollution liability.

## INSURED PERILS - COVER OPTION 2

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This Cover will only apply if Insured Perils - Cover Option 2 is specified in Your Policy Schedule.

### Cover

We will pay for any physical loss or damage, to Cargo (of the kind specified in Your Policy Schedule) in the custody or control of You or Your Subcontractors, which occurs during the Period of Insurance and Transit and is caused by or arising out of an Insured Peril or as a result of an act of Terrorism.

Insured Peril means:

- a. Fire or explosion;
- b. Flood;
- c. Collision of a Conveyance;
- d. Overturning of a Conveyance;
- e. jack-knifing of a Conveyance;
- f. derailment, capsizing or Collision of a Conveyance;
- g. hijack or armed hold up of a Conveyance;
- h. malicious damage to the Cargo upon a Conveyance;
- i. cyclone, tornado, hurricane, windstorm, rain, water, hail or lightning;
- j. collapse of bridges or culverts causing damage to the Cargo;
- k. impact of the Cargo carried by the Conveyance with another vehicle, structure or object but not the ground, water or anything on or a part of the Conveyance;
- l. strikes, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions;
- m. crashing or forced landing of any aircraft; or
- n. where Cargo is transported by sea and your Cargo is damaged by:
  - i. stranding, sinking, burning, grounding or collision of the Conveyance with any object other than water;
  - ii. General Average and Salvage contribution You (or Your Customer) are required to pay;
  - iii. the risk of jettison, grounding, sinking, capsizing, washing overboard and loss or damage caused by a General Average sacrifice; or
  - iv. discharge of Cargo at a port of distress.

provided Cargo is being transported by sea between Australian ports and the places where Transit commences and terminates are located in Australia.

#### **Special Exclusion that applies only to Livestock Cargo:**

This Cover variation does not insure loss where Livestock:

- a. are not in a good state of health prior to loading for Transit, or are not fit to travel;
- b. fail to pass health tests or examinations by a suitably qualified independent party who confirms the illhealth arose prior to Transit or was unrelated to Transit; and/or
- c. are slaughtered or confiscated, by or at the direction of any public authority, except for slaughter for humane reasons following injury caused by one of the above Insured Perils during Transit.



## INSURED PERILS - COVER OPTION 2

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### Optional Extensions to Insured Peril Cover

The following extensions to Insured Peril Cover are not automatically applicable to this Policy Product 3. An additional premium is payable if any additional Cover is purchased. Each optional extension to Insured Peril Cover will only apply if it is specified in Your Policy Schedule, and unless otherwise stated in each optional extension specified, Cover will be limited to the Sum Insured shown on Your Policy Schedule and the Cover under this Policy will remain unaltered in all other respects.

#### 1. Loading and Unloading:

You are covered against accidental physical loss of or damage to the Cargo in Transit caused by or during the loading or unloading of such Cargo.

#### 2. Theft, Pilferage and Non Delivery:

You are Covered against physical loss of or damage to the Cargo in Transit caused by theft, pilferage or non-delivery during Transit provided that in the case of theft or pilferage:

- a. all doors, windows and other access areas to the Conveyance are capable of being locked and are securely locked when unattended; and
- b. any building or place of storage used for temporary storage during Transit is securely locked when unoccupied.

#### 3. Refrigerated Goods Temperature Controlled Haulage:

Where Cargo is refrigerated, temperature controlled, chilled or perishable this Cover excludes deterioration of the Cargo due to variation in temperature unless caused by a variation in temperature outside of the required temperature range, through breakdown, malfunction, selection of wrong temperature or failure to turn on power of refrigerating machinery which results in failure to deliver air at the required temperature, for a period of not less than four consecutive hours.

Where selection of wrong temperature or failure to turn on power of refrigerating machinery occurs, each claim is subject to an Excess of \$2,000 (unless a higher Excess would otherwise apply).

We will not cover You where You have failed to properly maintain Your refrigeration machinery.

#### 4. Nominated Special Contracts Insurance - Accidental Damage:

If any special contracts are nominated in Your Policy Schedule, then this Insured Perils - Cover Option 2 of this Policy and the Additional Benefits are amended to remove the words "Insured Peril" and replace them with the word "Accident" wherever they appear, for claims arising from such nominated contracts.

This Optional Extension is subject to the Sum Insured specified for each special contract nominated in Your Policy Schedule.

#### 5. Shedding of Load:

You are covered against Accidental loss of or damage to Cargo caused by its falling from the Conveyance due to breakage of restraining chains, cables or other securing devices during Transit provided that:

- a. the Conveyance that is used for the Transit is suitable for the weight, volume and size of the Cargo being transported;
- b. You take all reasonable steps to ensure that the Cargo is adequately packed and effectively secured on the Conveyance; and
- c. You take all reasonable steps to secure the load in accordance with the relevant code or regulation (or in accordance with NTC Load Restraint Guide or similar).

#### 6. Cargo Consequential Loss and Legal Costs:

- a. Exclusion 2.e. is deleted and where a claim for Cargo loss and damage caused by or arising out of an Insured Peril covered under this Policy Product 3 to which this extension applies, has been accepted under this Policy Product 3, then We will indemnify You for amounts You become legally liable to pay:
  - i. as compensation for Consequential Loss by the owner of the Cargo; and
  - ii. for legal costs incurred directly arising from i. above,

provided that all the above are reasonably and necessarily incurred.

## INSURED PERILS - COVER OPTION 2

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- b. This Optional Extension is subject to a limit of \$100,000 (or the amount shown in Your Policy Schedule) in the aggregate for all claims in any one Period of Insurance and is in addition to the sum insured applicable to this Policy Product 3.

### **Special Condition that applies only to this Cargo Consequential Loss Extension**

A Consequential Loss will be deemed to have occurred when the owner of the Cargo suffers financial loss, due to the use of the Cargo being impaired or made impossible as a result of loss or damage We accept as Covered under Cover Option 2.

### **Special Exclusions that apply only to this Optional Extension**

- a. There is no Cover for a Consequential Loss that is caused or contributed to or by:
  - i. any existing or imminent contamination, health risk or health safety restrictions on Your Customers which have been ordered by any public authority;
  - ii. the financial insolvency of Your Customer; or
  - iii. Your Customer making alterations to, or completing regular maintenance work on, damaged or lost Cargo during the time of reinstatement or replacement.
- b. There is no Cover for claims arising out of or from any fines, penalties, charges or pollution liability.

## ADDITIONAL BENEFITS

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### **Additional benefits applicable to both Accidental Damage - Cover Option 1 and Insured Perils - Cover Option 2**

#### **1. Cover**

We agree to provide You with the following additional benefits for any one event caused by or arising out of any physical loss and damage insured against under Cover Option 1 or an Insured Peril in Cover Option 2. The limits which apply to each of the additional benefits a. to f. specified in this clause are in addition to the Sum Insured for the Cover shown in Your Policy Schedule up to a limit of:

##### **a. Minimise Further Losses Expenses**

\$50,000 for all necessary expenses reasonably incurred by You or Your Subcontractor to avoid or minimise any further loss or damage to the Cargo;

##### **b. Removal of Debris**

\$100,000 for all necessary expenses reasonably incurred by You or Your Subcontractor in removing Cargo debris (but excluding clean-up and removal of Dangerous Goods);

##### **c. Onforwarding Costs**

\$50,000 for the reasonable cost of hiring a replacement vehicle or a driver to complete the carriage of Cargo to the destination named in the consignment note;

##### **d. Shipping Containers**

\$50,000 for the cost of repair or replacement (as required by the hand-over agreement or similar document) to shipping containers;

##### **e. Packaging & Carriage Equipment**

\$50,000 for the cost of repair or replacement of packaging or the following carriage equipment: packing materials, crates, pallets, tarpaulins, ropes, chains, webbing straps, dogs, gates, trolleys and containers belonging to You or which You are responsible, provided these items are not recoverable under any commercial motor insurance or other policy of insurance; and

##### **f. Mustering & Agistment Costs**

\$1,000 per animal for the reasonable costs incurred relating to:

- i. mustering the Livestock at the scene of an accident; and
- ii. agisting the Livestock whilst awaiting an alternative conveyance, however at Our option We will pay the reasonable cost of agisting Livestock to bring them back to their condition prior to the loss or the agreed depreciation in value (if they are sold as injured Livestock),

up to a maximum limit of \$50,000 for any one event.

#### **2. Legal Costs**

At our option We will represent You or arrange for Your representation in the negotiation, settlement or defence of a claim against You, for an amount in addition to the Sum Insured shown in Your Policy Schedule, but only until such time that:

- a. costs of \$50,000 have been expended; or
- b. We have settled or otherwise resolved Your Cargo claim under either Cover Option 1 or Cover Option 2 of this Policy Product 3,

whichever is the earlier.

We will not pay costs incurred by You in defending any such claim without Our written consent.

## ADDITIONAL BENEFITS

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### 3. Subcontractor Indemnity

Your Policy Product 3 is extended to indemnify Your Subcontractors but only to the extent that any such Subcontractors are:

- a. fulfilling Your contractual obligation which is indemnified by this Policy Product 3; and
- b. carrying out work on Your behalf only.

This indemnity to Your Subcontractors is subject to the standard terms and conditions of Your Policy and no indemnity will be provided if the Subcontractor is not working solely and directly under Your contract and instructions.

We reserve the right of subrogation against any Subcontractor not meeting these requirements or any Subcontractor separately insured under its own applicable Cargo Transit or a Carrier's Liability insurance policy.

### 4. Acquired company clause

The Client/Insured named in the Policy Schedule includes any company, subsidiary company or firm, formed, purchased or otherwise acquired by You during the Period of Insurance, provided that:

- a. You hold a controlling interest in the company or firm or have agreed to accept responsibility for insurance for such a firm or company; and
- b. You advise Us of Your interest in the company or firm within sixty (60) days from the date of signing of the instrument by which You acquired such company, subsidiary company or firm, or from the date of formation of such company, subsidiary company or firm, whichever the case may be; and
- c. You declare to Us the updated Gross Freight Earnings, Sums Insured, type of Cargo to be insured, past claims, and then pay any additional premium; and
- d. the Cargo is of a like or similar nature to that noted in Your Policy Schedule.

This Additional Benefit will also apply to Cover Option 3 - Carrier's Cargo Legal Liability, if it is noted on Your Policy Schedule.

### 5. Brands, labels and packaging clause

When We pay a claim under this Policy, any damaged Cargo bearing identifying brands or labels or other permanent markings, may be retained by Your Customer to dispose of as they see fit, provided a reasonable allowance is agreed for the value of the Cargo and this allowance is deducted from the claim settlement.

Where the loss or damage only relates to labels or packaging, We will only pay the cost to recondition and/or replace such labels or packaging.

### 6. Fumigation, Quarantine and/or decontamination expenses clause

Provided You are legally responsible, Your policy is extended to cover the following reasonable costs, charges and/or expense incurred should the Cargo on arrival at destination be ordered by appropriate authorities to be fumigated, decontaminated and/or quarantined because of infestation or suspected infestation:

- a. cost of actual fumigation and/or quarantine and/or decontamination of the infestation of the Cargo; and
- b. additional freight costs incurred to and/or from fumigation, quarantine or decontamination of the Cargo,

The maximum We will pay is \$25,000 for any one event, in addition to the Sum Insured shown in Your Policy Schedule, and provided that these costs, charges and expenses are not recoverable under any other policy of insurance.

We will not pay for:

- a. fumigation, quarantine and/or decontamination costs, charges and/or expenses which are mandatory for transportation of the Cargo under state or government quarantine laws, regulations or statutory requirements; or
- b. consequential or indirect loss of any description, including loss of market, loss of business opportunity or loss of profits or any other financial loss incurred; or
- c. fines or penalties.

## ADDITIONAL BENEFITS

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### 7. Re-securing Costs

Your Policy is extended to cover up to \$10,000 for all necessary expenses reasonably incurred in re-securing Cargo where there has been shifting or movement of Cargo in Transit which makes re-securing necessary, even though there may be no claim resulting from the shifting or movement of the Cargo, provided that:

- a. these costs are not recoverable under any other policy of insurance; and
- b. the circumstance leading to the incident were outside Your control; and
- c. You could not reasonably be expected to have knowledge of the circumstances leading to the incident in the normal course of Your business.

## HOW WE WILL SETTLE YOUR CLAIM

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### How We Will Settle Your Claim Under Cover Option 1 or Cover Option 2

1. Subject to the Sum Insured specified in Your Policy Schedule and the provisions of Condition 4 (GST) in Conditions that apply to all Policy Products:
  - a. We will pay the Customer (or another party as directed by the Customer), the lesser of:
    - i. the cost of repairing or reinstating the Cargo to a condition equal to but no better or more extensive than its condition immediately prior to the loss or damage;
    - ii. the invoice value of the Cargo whilst in Transit; or
    - iii. if there is no invoice value, the cost of replacing the Cargo with similar goods of the same age and condition, or as near as possible to that age or condition.
  - b. If the loss or damage only relates to labels or packaging, We will only pay the cost to recondition and/or replace such labels or packaging.
2. Our liability to pay will be limited to the Sum Insured for the Cover selected under either Cover Option 1 or Cover Option 2 of this Policy Product 3 as shown in Your Policy Schedule for any one loss or series of losses arising from the one event. If loss or damage occurs to more than one Cargo type in any one event, then each Cargo type damaged will be limited to its own Sum Insured, but Our liability to pay for the combined Cargo type loss or series of losses arising from that one event, will be limited in aggregate to the highest Cargo type Sum Insured for those Cargo types damaged;
3. If the Excess varies in Your Policy Schedule by Cargo type or radius covered, the higher Excess will apply and only once if more than one Cargo type is damaged.

## CARRIER'S CARGO LEGAL LIABILITY - COVER OPTION 3

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### Cover

You are only covered for this Carrier's Cargo Legal Liability - Cover Option 3 when shown on Your Policy Schedule.

### Compensation - How We Settle Your Claim

We will pay for Your legal liability for any loss or damage to Cargo (of the kind specified in Your Policy Schedule) in Your custody or control under Your Standard Trading Conditions for any one event up to the Limit of Indemnity specified in Your Policy Schedule, which occurs during:

- a. the Period of Insurance; and
- b. Transit,

caused by You or Your Subcontractors or as a result of an act of Terrorism.

### Legal Costs

We will pay for Your reasonable legal costs up to \$250,000 incurred with Our written consent in the settlement or defense of any claim under this cover option. Payment for reasonable legal costs will be in addition to the Limit of Indemnity specified in Cover Option 3 in Your Policy Schedule.

Where We pay legal costs under this clause, the sum of \$250,000 is the limit of Our liability for all legal costs for any one loss or series of losses arising from the same event, including any legal expenses under Additional Benefits.

### Limit of indemnity

Our liability to pay will be limited to the Limit of Indemnity specified in Your Policy Schedule under Cover Option 3 of this Policy Product 3 for any one loss or series of losses arising from the one event. If loss or damage occurs to more than one Cargo type in any one event each Cargo type damaged will be limited to its own Limit of Indemnity, but Our liability to pay for the combined Cargo type loss or series of losses arising from that one event will be limited in aggregate to the highest Cargo type Limit of Indemnity for those Cargo types damaged.

### Excess

If the Excess is varied in Your Policy Schedule by Cargo type or radius covered, the higher Excess will apply only once if more than one Cargo type is damaged.

### Additional Benefit - Removal of Debris/Clean Up (Excluding Dangerous Goods)

If a claim is accepted under this Cover Option 3, then Cover is extended to indemnify You for Your legal liability for the cost of removal and disposal of damaged, deteriorated or contaminated Cargo and the costs of cleaning up the premises, location or Conveyance up to a limit of \$100,000 for any one loss or series of losses caused by one event. This limit will be in addition to the Limit of Indemnity for this Cover Option 3 of Policy Product 3 as specified in Your Policy Schedule.

However, this additional benefit will not apply where the removal and disposal of damaged, deteriorated or contaminated Cargo and the costs of cleaning up the premises, location or Conveyance relate to Dangerous Goods.

### **Special Conditions That Apply Only to Cover Option 3 - Carrier's Cargo Liability**

#### Standard Trading Conditions

- a. You must ensure that Your Standard Trading Conditions have been approved by Us prior to the commencement of the Period of Insurance;
- b. You must notify Us in writing of any changes made to Your Standard Trading Conditions for Our acceptance and if approved, We will endorse Your Policy accordingly and from the date of that endorsement, the amended Standard Trading Conditions will become the Standard Trading Conditions applicable to Your Policy; and
- c. You must notify Your Customers that Your Services are provided subject to Your Standard Trading Conditions which must be issued to the Customer prior to Transit of Your Cargo.

## CARRIER'S CARGO LEGAL LIABILITY - COVER OPTION 3

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### **Special Exclusions That Apply Only to Cover Option 3**

#### **1. Standard Trading Conditions**

We will not pay for Your legal liability under this Cover Option 3 arising directly from You not issuing to Your Customer Your Standard Trading Conditions as approved by Us under the Conditions of Cover Option 3 of this Policy, unless You can satisfy Us that:

- a. the failure to issue Your Standard Trading Conditions to Your Customer was not intentional; and
- b. there is evidence there is a prior course of dealings with Your Customer and that Your Standard Trading Conditions have been accepted by Your Customer in the past so that such conditions apply to all Transits for Your Customer.

#### **2. Statutory Liability**

We will not pay for Your legal liability arising out of breach of any laws, regulations, by-laws or recognised industry standards or code.

### **Cover Variations to Cover Option 3**

#### **Livestock**

If Your Policy Schedule specifies Livestock Cargo the following Cover variation applies:

#### **Special Exclusion that applies only to this Livestock:**

This Cover variation does not insure loss where Livestock:

- a. are not in a good state of health prior to loading for Transit or are not fit to travel; and/or
- b. fail to pass health tests or examinations by a suitably qualified independent party who confirms the illhealth arose prior to Transit or was unrelated to Transit; and/or
- c. are slaughtered or confiscated, by or at the direction of any public authority, except for slaughter for humane reasons following injury to the Livestock during Transit for which there is Cover provided under Cover Option 3 of this Policy Product 3.

#### **Subcontractor Indemnity Additional Benefit**

Your Policy Product 3 is extended to indemnify Your Subcontractors but only to the extent that any such Subcontractors are:

- a. fulfilling Your contractual obligation which is indemnified by this Policy Product 3; and
- b. carrying out work for You only.

This indemnity to Your Subcontractors is subject to the terms, conditions and exclusions contained within Your Policy and no indemnity will be provided if the Subcontractor is not working solely and directly under Your contract.

We reserve the right of subrogation against any Subcontractor not meeting these requirements or any Subcontractor separately insured under its own applicable Cargo Transit or Carrier's Liability insurance policy.



## CARRIER'S CARGO LEGAL LIABILITY - COVER OPTION 3

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### Cargo Consequential Loss Optional Extension to Cover Option 3

This Optional Extension to Cover is not automatically applicable and will only apply if it is noted in Your Policy Schedule. An additional premium is payable if the additional Cover is purchased.

#### Cargo Consequential Loss and Legal Costs:

- a. Exclusion 2.e. is deleted and where a claim for Cargo loss and damage under this Cover Option 3 of this Policy Product 3 has been accepted by Us, then We will indemnify You for amounts You become legally liable to pay:
  - i. as compensation for Consequential Loss by the owner of the Cargo; and
  - ii. for legal costs incurred directly arising from i. above,provided that all of the above are reasonably and necessarily incurred.
- b. This Optional Extension is subject to a limit of \$100,000 (or the amount shown in Your Policy Schedule) in the aggregate for all claims in any one Period of Insurance for any one loss or series of losses arising from one event and is in addition to the Limit of Indemnity applicable to this Policy Product 3.

#### Special Condition that applies only to this Cargo Consequential Loss Extension

A Consequential Loss will be deemed to have occurred when the owner of the Cargo suffers financial loss, due to the use of the Cargo being impaired or made impossible as a result of loss or damage We accept as Covered under Cover Option 3.

#### Special Exclusions that apply only to this Optional Extension

- a. There is no Cover for a Consequential Loss that is caused or contributed to or by:
  - i. any existing or imminent contamination, health risk or health safety restrictions on Your Customers which has been ordered by any public authority;
  - ii. the financial insolvency of Your Customer; or
  - iii. Your Customer making alterations to, or completing regular maintenance work on, damaged or lost Cargo during the time of reinstatement or replacement.
- b. There is no Cover for claims arising out of or from any fines, penalties, charges or pollution liability.

## CONDITIONS TO THIS POLICY PRODUCT 3

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### 1. Reasonable Care

In addition to the General Conditions that apply to all Policy Products, You and any person acting on Your behalf must:

- a. exercise reasonable care and take precautions and use all due diligence to prevent loss of or damage to Cargo; and
- b. maintain all premises, plant, equipment (including protective devices) and everything used in Your Business in proper repair and in a sound working condition.

### 2. Change of Cargo Task

During the term of this Policy, You must give Us immediate written notice if Your Cargo task that You previously disclosed to Us changes.

### 3. Conveyance Maintenance

You must maintain the Conveyance and any devices used to protect, secure or lift the Cargo in a sound working condition. You must act with reasonable care in all circumstances within Your control by ensuring such Conveyance or devices are in proper repair and sound condition and are of a suitable kind for the purpose for which they are to be used.

### 4. Original Annual Premium and Annual Adjustment

You must pay the original Annual Premium specified in Your Policy Schedule in relation to this Policy Product 3. At the end of each Period of Insurance, We reserve the right to seek from You the actual Gross Freight Earnings during the Period of Insurance (including those of Your Subcontractors when carrying for You) after which We will advise You of any adjustment to the original Annual Premium applicable for the expiring Period of Insurance subject to the following:

- a. No adjustment will be required to the original Annual Premium if the original Annual Premium is \$2,000 or less but the original Annual Premium will be regarded as the minimum premium for the Period of Insurance shown in Your Policy Schedule and no adjustment or declaration of actual figures is required.
- b. If the original Annual Premium is more than \$2,000, You must supply a declaration of actual figures within three months of the expiry of the Period of Insurance. An adjustment may be made to the Original Annual Premium, based on those actual figures. We may require the actual figures to be certified by Your professional accountant or auditor. If the adjusted premium exceeds the original Annual Premium, you agree to pay the difference to us within 30 days of Our notification of such increase to You. Any government taxes or duties applicable will be payable in addition to the Original Annual Premium or annual adjustment.

### 5. Claim under more than one Cover option

You may only claim under one Cover Option for any one loss or series of loss arising from the same event, where You have cover under more than one Cover Option.

## EXCLUSIONS TO THIS POLICY PRODUCT 3

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We will not pay for:

### 1. Asbestos

Loss or damage, liability or expense 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.

### 2. Certain Causes of Loss

Loss or damage to the Cargo resulting from:

- a. any kind of mechanical, electrical and/or electronic breakdown of, or malfunction of, the insured Cargo, unless caused by an Accident or an Insured Peril covered by this policy;
- b. ordinary wear and tear or natural depreciation;
- c. delay;
- d. inherent vice or nature of the insured Cargo, unless caused by an Accident or an Insured Peril covered by this Policy;
- e. consequential losses;
- f. mildew;
- g. vermin;
- h. insufficiency of packaging or preparation of the Cargo with Your knowledge;
- i. ordinary leakage, ordinary loss in weight or volume;
- j. unexplained loss, mysterious disappearance and/or shortage deduced solely from an inventory computation;
- k. gradual deterioration;
- l. indirect loss; or
- m. any loss, damage, liability or expense arising out of dismantling, assembly, testing or fabrication of Cargo

### 3. Excluded Cargo

Loss or damage to:

- a. bullion, precious stones, cash or securities, precious metal objects, precious jewelry;
- b. furniture, appliances and related domestic goods belonging to a householder;
- c. birds (except poultry);
- d. horses;
- e. Bloodstock, Breeding, Stud or prize animals, or other animals (not being livestock);
- f. any property owned by You;
- g. aircraft, helicopters, missiles and like Cargo;
- h. houses (unless site huts or dongas);
- i. cigarettes or other tobacco based products valued more than \$50,000. Should a claim be accepted for Theft, Pilferage or non-delivery of such cigarette or tobacco Cargo valued at less than \$50,000, then a \$2,500 theft Excess applies unless a higher Excess would otherwise apply;
- j. antiques or works of fine art valued more than \$20,000 any one Conveyance or location; and
- k. live plants,

unless declared by You and accepted by Us and specified in Your Policy Schedule.

## EXCLUSIONS TO THIS POLICY PRODUCT 3

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### 4. Damage whilst towed / moving on own wheels or power

Loss or damage to Cargo whilst it is being towed or being moved on its own wheels or under its own power by You or any person acting on Your behalf (unless otherwise specified in Your Policy Schedule), except where it is Motor Vehicle Cargo and it sustains loss or damage during loading or unloading within 2 kilometres of the Conveyance.

### 5. Weight

Any loss, damage, liability or expense caused by or arising out of:

- a. the weight of the Cargo exceeding the carrying capacity for which the Conveyance was designed, constructed, registered or licensed (whichever is the lesser); or
- b. the weight of the Cargo transported exceeding that permitted by law, regulation, permit or advisory sign.

However, if You can prove that the overweight was Accidental and could not be reasonably known, detected and prevented by You, then this exclusion will not apply.

### 6. Dimensions

Loss, damage, Liability or expense caused by or arising out of:

- a. the dimension of the Cargo; or
- b. the configuration of the Conveyance,

being in excess of that permitted by law, regulation or permit.

However, if You can prove that Your measurement of the dimensions was accidentally incorrect and created the excess dimension or excess configuration, that could not be reasonably known, detected or prevented by You, then this exclusion will not apply.

### 7. Licensing

Any loss, damage, liability or expense caused by or arising out of the Conveyance carrying the Cargo being driven by any person (including You) who is not licensed or authorised to drive the Conveyance under all relevant laws, by-laws and regulations, for the purpose for which it is being used, and whom You knew or ought reasonably to have known was not so licensed or authorised to do so by law.

### 8. Driving Under the Influence of Drugs or Alcohol

Any loss, damage, liability or expense caused by or arising out of the Conveyance carrying the Cargo being driven by or is in the charge 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 the Conveyance; or
  - 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 the Conveyance; or
  - iii. to be impaired; or
- 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 a motor vehicle 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; or
  - ii. to provide a specimen or sample of their blood for a laboratory test or blood test; or
  - iii. to provide a specimen or sample of oral fluid or urine for a laboratory test or other analysis; or
  - iv. to undergo an assessment of drug impairment; or

## EXCLUSIONS TO THIS POLICY PRODUCT 3

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- 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) above,

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:

- d. there are any relevant statutory provisions to the contrary; or
- e. You prove that:
  - i. You did not consent to the Conveyance being driven by or in charge of a person so affected or so behaving; and
  - ii. You were not aware of or did not have knowledge that the Conveyance was or would be driven by or in charge of a person so affected or so behaving.

### 9. Out of Radius

Any loss, damage or liability incurred or caused to Cargo whilst Your Conveyance is being operated on an Out of Radius Journey provided that this Exclusion will not apply if We agree to provide Cover and You pay an additional Excess as noted in the table below, in addition to the standard Policy Excess shown in Your Policy Schedule;

The additional radius Excess applies to Cargo carried by the Conveyance as follows:

<b>a. a rigid truck; b. a non articulated trailer; or c. a combined unit of both;</b>	<b>\$3,000</b>
<b>a. a prime mover; b. an articulated trailer; or c. a Combined Unit of both.</b>	<b>\$5,000</b>

'Out of Radius Journey' for the purposes of this exclusion only, means: where the destination is or was in excess of the nominated radius from Your base of operations specified in Your Policy Schedule and the Cargo was being conveyed by Motor Vehicle at the time of loss or damage.

### 10. Cyber Attack Exclusion

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

However where this Policy covers an act of Terrorism, the above clause shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

Any other cover provided by this Policy shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not used as a means for inflicting harm.





A.O.K.

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# POLICY PRODUCT 4

## DOWNTIME

### The Cover

This Product does not apply unless it is noted in Your Policy Schedule. NTI Transport Package Policy 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 Conditions that apply to all Policy Products, this Policy Product 4 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 4

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 4

## DOWNTIME

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 4.
<b>Vehicle Policy</b>	means Section 1 of Policy Product 1 of Your Transport Package Policy.

## Your Cover under this Policy Product 4

### 1. How We Will Settle Your Claim

If Loss or Damage to a Vehicle, specified in Your Policy Schedule of this Policy Product 4, 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 4, occurred during the Period of Insurance.

### 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.

### 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 4**

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;
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 4**

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

We will not insure You under this Policy Product 4:

- 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 4, then Cover for that Vehicle under this Policy Product 4 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

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## 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 (or any individual product within Your Policy) at any time by giving Us written notification;
- b. Where You represent more than one person or entity, We will only carry out this cancellation where a written 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 give immediate written notice to Us 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

Your Policy is governed by the laws of Australia and any dispute relating to Your Policy shall be subject to the non-exclusive jurisdiction of a court in the state or territory in which Your Policy was issued.

## 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.

## GENERAL CONDITIONS THAT APPLY TO ALL POLICY PRODUCTS

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### 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 all due 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 and everything used in Your business in proper repair and sound condition.

### 10. Subrogation

Upon the payment of any claim under this Policy and subject to any restrictions imposed by the Insurance Contracts Act 1984 (Cth). We will be subrogated to all Your rights and remedies arising out of such claim against any person or corporation whatsoever. If there is any recovery by way of subrogation that includes both Our loss and Your loss, then We and You will be entitled to our individual pro rata proportions of the recovered amount (that includes any interest component). For the purposes of this clause, 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

You must not make any disclosures or misrepresentations that are fraudulent when proposing Your insurance to Us. In certain circumstances, We may cancel the Policy or declare it never existed because it was not properly entered into due to Your fraudulent misrepresentation or disclosure. 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

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When You suffer loss, damage, liability or expense claimable under all Products, 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 immediately either by submission of a claim form or by providing the information required by NTI ACCIDENT ASSIST, and in no case more than 30 days after the loss damage, liability or expense occurred. 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;
- 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 immediately and provide to them all reasonable assistance to apprehend the offending party;
- h. not make any false declaration or statement in support of any claim under Your Policy; and
- i. allow Us to exercise our rights to possession of the damaged or recovered property where We have paid Your claim.

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

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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.

## 9. Sanctions

For 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

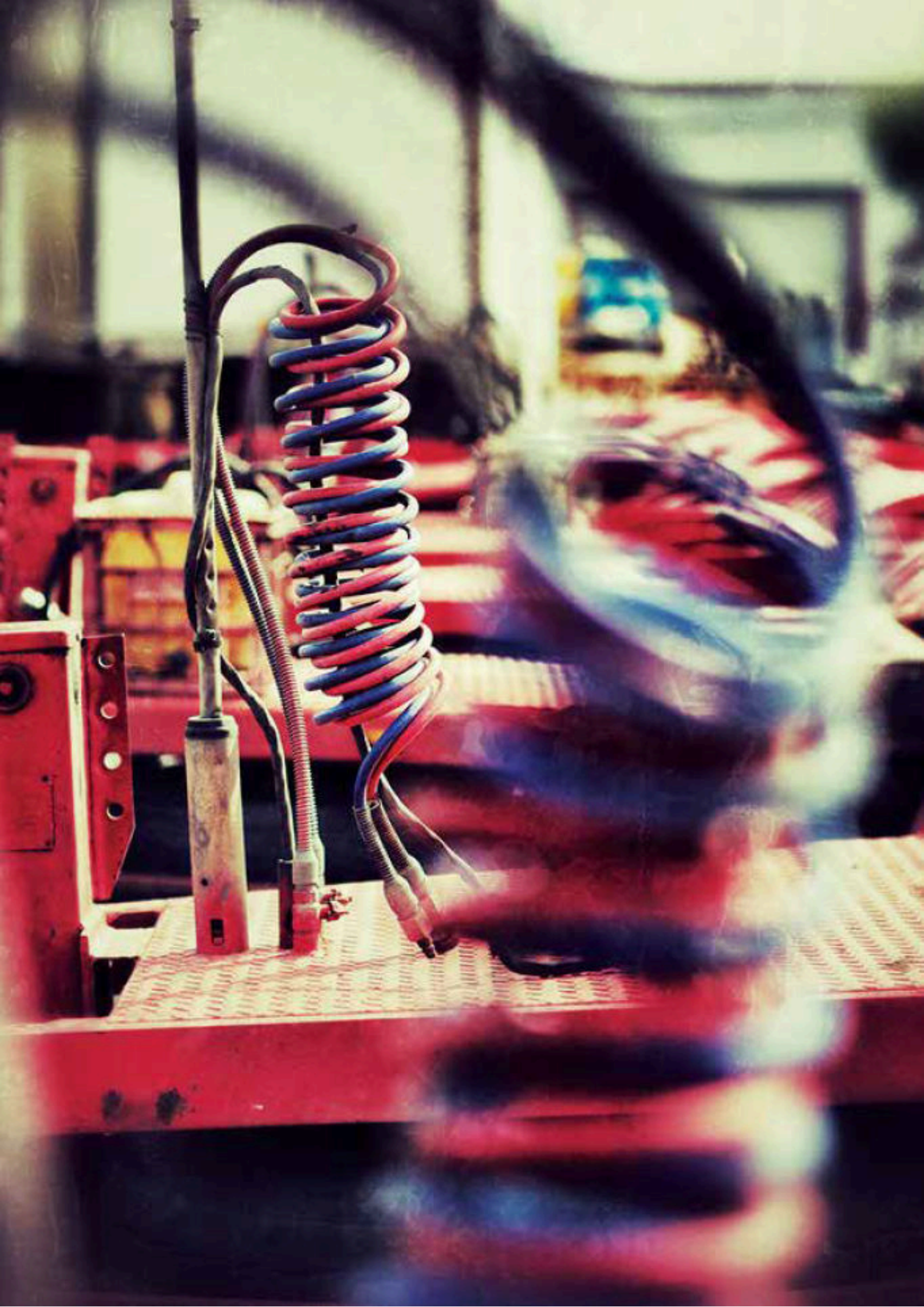
**QUEENSLAND**

Duty Paid, Duties Act, 2001

**WESTERN AUSTRALIA**

Duty Paid, Duties Act, 2008











## **NATIONAL OFFICE**

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