

Commercial Fleet Insurance Policy

Product Disclosure Statement

This Product Disclosure Statement contains the Commercial Fleet Insurance Policy terms and conditions.

You should read all sections of this Product Disclosure Statement before making a decision to acquire this financial product.

Issued by Elders Insurance (Underwriting Agency) Pty Limited
ABN 56 138 879 026 AFS Licence 340965

Underwritten by QBE Insurance (Australia) Limited
ABN 78 003 191 035 AFS Licence 239545



Insurance

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About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

We may need to update information in this PDS. If we need to do this, we'll either send you a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- your Elders Insurance authorised representative. The contact details for your Elders Insurance authorised representative are set out on the Policy Schedule.

Full details of what you must do for us to consider your claim are provided in the 'Claims' section at the end of this booklet. To make a claim under this Policy please contact:

- your Elders Insurance authorised representative.

About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the largest insurers and reinsurers in the world.

About Elders Insurance

Elders Insurance (Underwriting Agency) Pty Limited ABN 56 138 879 026 AFSL 340965 (Elders Insurance) has entered into an arrangement with QBE Australia enabling Elders Insurance Authorised Representatives to distribute QBE products. This Policy is issued by Elders Insurance.

Important information

The information provided in this section includes high level information about this Policy including privacy, how to make a claim, our dispute resolution process and other relevant information. This section may also set out other information such as options in cover you can choose from, factors that affect the cost and any cooling off rights.

The Policy Wording section sets out the detailed terms, conditions and exclusions relating to the insurance.

If we issue you with a Policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Wording.

The Policy Wording and Policy Schedule form your legal contract with us so please keep them in a safe place for future reference. You should check the Policy Schedule, or renewal schedule if you are issued one, when you receive it to ensure it accurately states what you have insured.

Significant benefits and features

This Policy provides protection against accidental damage to the motor vehicles used in your business. In addition, cover for the liability that may arise where these motor vehicles are involved in an accident.

The table below provides a summary of the key types of cover available under the Policy. For full details of the cover provided, including any exclusions or general conditions that may apply, please refer to the section titled "Types of Cover" in the Policy Wording. There are also additional benefits you can purchase to better meet your business needs.

Your Policy Schedule will show the cover and options you have chosen.

Type of cover	Short description
Comprehensive	Cover for damage to your motor vehicle for loss, damage or theft of your motor vehicle and the liability to third parties for property damage caused by your motor vehicle.
Third party property damage including fire and theft	Cover for damage to your motor vehicle if it is stolen or damaged by fire and the liability to third parties for property damage caused by your motor vehicle.
Third party property damage only	Cover for liability to third parties for property damage caused by your motor vehicle. No cover for loss or damage to your motor vehicle.
Own damage	Cover for damage to your motor vehicle for loss, damage or theft of your motor vehicle. The liability to third parties for property damage caused by your motor vehicle is not covered.
Fire and theft only	Cover for damage to your motor vehicle caused by fire, explosion, lightning, theft or attempted theft only. The liability to third parties for property damage caused by your motor vehicle is not covered.

Each of the sections listed in the table above is subject to specific definitions, the basis of cover and specific exclusions. In addition, there are general exclusions and conditions that apply to all sections of the Policy.

The cost of this Policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

1. the type of motor vehicles you operate;
2. which sections you elect to take and the sum insured;
3. your claims history;
4. if you elect to have a higher or lower excess where this is an option; and
5. the age and experience of the drivers.

How to make a claim

Full details of what you must do for us to consider your claim are provided in the 'Claims' section at the end of this booklet. To make a claim under this Policy please contact:

- your Elders Insurance authorised representative.

The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

Cooling off information

If you change your mind within 21 days of buying your Policy, you can cancel it and receive a full refund. Naturally, this doesn't apply if you've made or are entitled to make a claim. Even after the cooling off period ends, you still have the right to cancel your Policy. However, we may deduct some costs from any refund, as set out in the Policy Wording under 'Cancelling your Policy'.

- your Elders Insurance authorised representative electronically or in writing.

Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

Step 1 – Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

Step 2 – Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

Step 3 – Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by AFCA decisions - but you're not. You can contact AFCA directly and they'll advise you if your dispute falls within their Rules.

Disputes not covered by the AFCA Rules

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's CCU, AFCA or the OAIC

How to contact QBE Customer Care	
Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> complaints@qbe.com, to make a complaint. privacy@qbe.com, to contact us about privacy or your personal information. customercare@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

How to contact AFCA	
Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

How to contact the OAIC	
Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

Financial claims scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from the Australian Prudential Regulation Authority (APRA).

How to contact APRA	
Phone	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.fcs.gov.au

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Our agreement

Your Policy is an agreement between you and us, made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.
- The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:
- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

Excesses

You must pay any excesses which apply to your claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

Paying your premium

You can pay your premium:

- in one annual amount; or
- in monthly instalments.

Payment of premium may be made by debit to your nominated financial institution, your Elders account, cash, cheque, BPAY or credit card.

Annual premium

If you pay your premium annually, and it's not paid by the due date or if your payment is dishonoured, this Policy won't operate and there'll be no cover.

Instalment payments

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your direct debit details change you must tell us no later than seven days before your next instalment is due.

If you miss an instalment we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your policy may be cancelled and we'll write to you to let you know when this will happen.

If you don't pay the missed instalment and a claim arises, then we may refuse to pay your claim.

At renewal

If you pay by instalments, and you renew your Policy, we'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless you tell us to stop your direct debit.

If the first instalment for a renewed Policy isn't received we'll try and retake the instalment after seven days. If it remains unpaid, your renewed Policy won't operate and there'll be no cover.

If an instalment is unpaid, we'll send you a reminder letting you know when we're going to retake the instalment. If we still don't receive your payment after this reminder, we'll write telling you the date your Policy will be cancelled unless your payment arrives. Then, if we don't receive a payment, we'll send you a notice to confirm your Policy has been cancelled.

Adjustment of premium on renewal

If we agree to renew your Policy and you claim for an incident that happened during a previous period of insurance, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

This condition doesn't affect any other rights we have at law or under this Policy.

If your payment details change

If the direct debit details you use to pay us change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date.

Words with special meaning

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

Word or term	Meaning
Accident	An unforeseen or unintended happening which is not expected or designed.
Aggregate deductible	The total amount of any one claim or series of claims less the applicable standard excess/s which must be first borne by you during any one period of insurance. It is agreed that we will not be liable to make any payment under this Policy until the paid losses exceed the aggregate deductible during any one period of insurance.
Agreed value	The fixed amount for which your motor vehicle is insured for each period of insurance regardless of any price change for your motor vehicle during that period. The agreed value includes the value of insured accessories and equipment.
Airfield	Any area, including temporary landing grounds, designated or used for aviation activity including but not limited to take-off, landing, taxiing, parking, any tarmac or taxiway activity or the like.
Airside	The section of an airfield where aircraft are situated and operated.
Application	The information as advised by you to us, either in writing, verbally or by electronic means, as part of your application for insurance provided by this Policy. Your completed proposal and the information you supply to us forms part of the basis for our decision of whether or not to insure you and on what terms.
Carrying capacity	The maximum amount your motor vehicle can legally carry.

Word or term	Meaning
Dangerous goods	Goods as defined by the current version of the Australian Code for the Transport of Dangerous Goods by Road and Rail. (Note: This Policy excludes all cover for Class 6.2 - Infectious substances and Class 7 - Radioactive material).
Excess	The first amount you must pay for any claim you make under this Policy.
Final premium paid	The premium paid for the period of insurance after adjustment due to changes in fleet size or to total asset value.
Gross Combination Mass (GCM)	The maximum legally allowed weight of your motor vehicle and trailer combination including the goods carried by that combination.
Gross Trailer Mass (GTM)	The maximum loaded mass of your motor vehicle as specified by the trailer manufacturer on a plate affixed to your trailer.
Gross Vehicle Mass (GVM)	The maximum loaded mass of your motor vehicle as specified by the vehicle manufacturer on a plate affixed to your motor vehicle.
Incurred claims	Losses paid during the period of insurance plus reserves for outstanding losses.
Machinery attachments	Machinery attachments that you normally use with and attach to your motor vehicle such as buckets, forks, tractor implements and the like.
Market value	The cash value of your motor vehicle immediately prior to an accident using market pricing for a vehicle of the same age, type, and condition, in your local area, but excluding costs and charges for GST, registration, stamp duty, dealer deliveries and the like.
Motor vehicle	Any type of land based machine on wheels or on self laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.
Period of insurance	The period shown in your Policy Schedule.
Policy	Includes this PDS, Your Policy Schedule and any future documents issued to you that amends the Policy or Policy Schedule.
Policy Schedule	(a) The Policy Schedule; or (b) the renewal notice you have paid; or (c) the alteration advice sent to you. It contains details of the types of cover and levels of insurance you have selected and any special conditions or endorsements applicable to your cover.
Sum insured	The amount shown in your Policy Schedule for any motor vehicle and this will be the maximum amount we will pay.
Total loss	Your motor vehicle has not been recovered following theft or your motor vehicle is damaged to the extent that we determine it would be uneconomical to repair. We will settle the claim on the basis of market value or sum insured whichever the lesser or agreed value depending on the cover shown in your Policy Schedule.
We, our or us	QBE Insurance (Australia) Limited ABN 78 003 191 035.
You, your or yours	The person(s), companies or firms named in your current Policy Schedule as the insured.

Types of Cover

We offer several different types of cover, as described below.

The type of cover you have selected is shown in your Policy Schedule.

1. Comprehensive cover

All sections of this Policy will operate.

What we will pay for

- (a) Section 1 – Loss, damage or theft of your motor vehicle.
- (b) Section 2 – Third party liability.
Your legal liability for damage caused by your motor vehicle to the property of other people.
- (c) The additional benefits applicable to comprehensive cover only.

2. Third party property damage including fire and theft cover

This cover is not available for motor vehicles that have a GVM of 3,500 kilograms or greater.

What we will pay for

- (a) Section 1 – restricted to damage to your motor vehicle caused by fire, explosion, lightning, theft or attempted theft only.
- (b) Section 2 – Third party liability.
- (c) The additional benefits applicable to third party property damage including fire and theft cover only.

3. Third party property damage cover

What we will pay for

- (a) Section 2 – Third party liability.
- (b) Additional benefits applicable to third party property damage cover only.

What we will not pay for

- (a) Section 1 – Loss, damage or theft of your motor vehicle.

4. Own damage cover

What we will pay for

- (a) Section 1 – Loss, damage or theft of your motor vehicle.

What we will not pay for

- (a) Section 2 – Third party liability.

5. Fire and theft only cover

This type of cover is not applicable and unavailable for vehicles that have a GVM of 3,500 kilograms or greater.

What We will pay for

- (a) Section 1 – restricted to damage to your motor vehicle caused by fire, explosion, lightning, theft or attempted theft only.

What we will not pay for

- (a) Section 2 – Third party liability.

Section 1 – Loss, damage or theft of your motor vehicle

Cover

Subject to the type of cover you have selected, we will cover you as a result of an accident or theft occurring during the period of insurance for loss of or damage to:

1. Your motor vehicle as shown in your Policy Schedule;
2. Your motor vehicle's extras being:
 - (a) original manufacturers standard accessories, standard tools, standard appliances, standard options including built in radio receivers, built in music players, and air-conditioning;
 - (b) any gate, chain, dog and chain, strap, tarpaulin and the like, but limited to \$10,000 per occurrence unless shown elsewhere in your Policy Schedule;
 - (c) any unspecified accessories including non standard equipment, tools and spare parts used for your motor vehicle; however where your motor vehicle is listed in the Policy Schedule as being covered for market value the maximum We will pay for non specified accessories is \$5,000;

whilst they are in, on or attached to your motor vehicle.
3. Your motor vehicle's machinery attachments up to a limit of \$10,000 unless specified elsewhere within your Policy Schedule.

Basis of settlement

We will, at our option, repair, reinstate or pay the amount of the loss of or damage to your motor vehicle and items referred to in Section 1, Cover 2. at the time of such loss or damage, provided such payment does not exceed the market value or the sum insured whichever is the lesser amount, or agreed value depending on the cover shown in your Policy Schedule.

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

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

If your Policy Schedule has words "The agreed value Special Clause has been selected" endorsed on it for a particular vehicle, then if we declare that vehicle a total loss we won't deduce any input tax credit entitlement you may be entitled to from the settlement we pay you.

Salvage

If your motor vehicle is declared a total loss and we pay a claim according to the cover provided by this Policy, you must allow us, if we require, to take possession of your damaged motor vehicle. If we do not take possession of your damaged motor vehicle, you cannot abandon your responsibilities for it.

Unavailable parts

In the event of an accident covered under this Policy, should any part of your motor vehicle and/or other insured property become unavailable in Australia, we will reimburse you, in accordance with the basis of settlement, but in no circumstances will we be liable for more than the cost of the parts plus the cost of freighting such parts by sea transport.

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

Financier

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

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

Section 2 – Third party liability (applicable to registered motor vehicles only)

Cover

Property damage

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

1. the use of your motor vehicle or any trailer or caravan attached to your motor vehicle, whether or not it belongs to you;
2. goods falling from your motor vehicle;
3. the transportation of dangerous goods. The maximum amount we will pay for property damage is \$1,000,000 unless shown elsewhere in your Policy Schedule;
4. any person who is driving, using or in charge of your motor vehicle with your permission as if they were you and provided they are not entitled to indemnity under any other policy or statute and provided such cover is not otherwise excluded.

Pollution Cleanup Costs

Cleanup costs following accidental and unforeseen pollution or contamination of water, land or the atmosphere following an accident covered under the Policy. The maximum amount We will pay for accidental pollution is \$1,000,000.

Substitute vehicle

We cover your legal liability to pay for accidental damage to property (otherwise covered under this section) caused by a vehicle being used by you as a substitute vehicle while your motor vehicle is being serviced, repaired or cannot be driven.

Substitute vehicle cover will only apply if:

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

Your employer's or principal's liability

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

Your liability as principal

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

Supplementary bodily injury

We will pay the amount which you, or any person driving, using or in charge of your motor vehicle with your permission may be held legally liable to pay by way of compensation or damages for death or bodily injury to persons arising out of the use of your motor vehicle in Australian states and territories only.

We do not cover:

1. legal liability for death or bodily injury to:
 - (a) you or any person driving, using or in charge of your motor vehicle
 - (b) an employee of yours or who is deemed by any law to be your employee, arising out of their employment with you.

We do not provide cover:

1. if your motor vehicle is not registered;
2. if you or any person using your motor vehicle:
 - (a) is wholly or partly covered under any compulsory statutory insurance scheme or accident compensation scheme; or
 - (b) would have been entitled to be covered under any such scheme as it existed at the commencement date of the relevant period of insurance, even though there may have been a change in the law during that period of insurance; or
 - (c) would have been entitled to be covered under any such scheme if it were not for the application of any excess or deductible applying under the scheme; or
 - (d) would have been entitled to be covered under any such scheme had cover not been refused because you did not:
 - (i) register your motor vehicle;
 - (ii) apply for cover under the scheme;
 - (iii) comply with a term or condition of the scheme;
3. whilst your motor vehicle is being loaded or unloaded;
4. if your motor vehicle is registered in the Northern Territory of Australia.

Legal costs

We will pay your reasonable legal costs and expenses in defending or settling claims if you have our agreement in writing. We pay this in addition to the amount payable under Section 2 – Third party liability.

Basis of settlement

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

1. \$1,000,000 for the transportation of dangerous goods; or
2. \$1,000,000 for accidental pollution cleanup costs:
 - where they apply; or
3. \$32,500,000 for other losses, any one event under Section 2 – Third party liability.

What we do not cover

Property damage – property in your care, custody or control

We do not cover the legal liability of you or the driver of your motor vehicle, for damage to any property belonging to you or the driver of your motor vehicle or any property belonging to any other party in your or the driver's care, custody or control, except for premises leased or rented to you or where detailed in special clause – non-owned trailers.

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

Additional benefits applying to the Policy

Following an event that results in an approved claim under your Policy, the following additional benefits will apply. Where a monetary value is specified within an additional benefit this monetary value is in addition to the sum insured and/or market value of your motor vehicle.

Applicable to comprehensive cover, third party property damage including fire and theft cover and third party property damage cover

1. Breach of Policy conditions

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

2. Removal of vehicle debris

We will cover you up to a maximum of \$100,000 for the necessary and reasonable costs which you are legally liable to pay to clean up and remove your motor vehicle debris (excluding dangerous goods). Where this clean up is caused from debris falling from your motor vehicle then we will only pay any balance of costs owing upon exhaustion of your Marine Transit or Cargo Policy. We will not pay for the excess applicable to such Marine Transit or Cargo Policy.

3. Waiver of subrogation

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

4. Choice of repairer

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

5. Car sharing

Payment made by passengers, as part of a car sharing agreement for social or other similar purpose, including travelling to and from work will not constitute the conveyance of passengers for hire, fare or reward provided that the total contribution received for the journey does not involve commercial use for profit.

6. Fire brigade and/or emergency services charges

If we agree to pay a claim under the Policy and you are legally liable for fire extinguishment costs charged by the fire brigade or emergency services costs, we will pay up to \$50,000 during any one period of insurance only.

Applicable to comprehensive cover or third party property damage including fire and theft cover only

1. Recovery costs following theft

If your motor vehicle is stolen and found we will cover you for up to \$25,000 to return your motor vehicle to its normal parked address.

2. Automatic additions

We will cover you for any additional or replacement vehicle(s) of a like kind or similar nature to your motor vehicles presently insured under this policy, that you purchase or lease during the period of insurance for 90 days.

If before you have given us full details, the replacement vehicle is damaged or stolen, the maximum amount payable is the purchase price of the replacement vehicle for:

1. Comprehensive cover – up to \$500,000; or
2. Third party property damage including fire and theft cover – up to \$10,000.

If you give us details of any new or replacement vehicle within 90 days of its purchase or lease, we will insure it for the remainder of the period of insurance, as long as it is acceptable to us and you pay any additional premium that we may require.

We will not cover you if you do not advise us within 90 days of purchase or lease.

We give these additional benefits following loss or damage to your motor vehicle covered under this Policy depending on the type of cover you have selected.

Applicable to comprehensive cover only

1. Towing costs

We will cover the costs of:

1. towing your motor vehicle to:
 - (a) the nearest repairer; or
 - (b) a place of safety; or
 - (c) to any other place that we first approve;
2. plus the reasonable cost of protecting your motor vehicle.

2. Trailer cover

We will pay for theft, or accidental loss or damage to any trailer with a GVM of less than 2,000 kilograms (other than a caravan) which is owned by you while it is:

1. attached to your motor vehicle; or
2. detached from your motor vehicle but within your business premises or the domestic land boundaries of your usual home as long as it was not in a common area of home units, flats and the like.

We will not pay for any property in or on the trailer.

The maximum amount we will pay is the market value of the trailer, up to \$2,000.

3. Sign writing

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

4. Maritime liability

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

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

5. New motor vehicle replacement

Where your motor vehicle is a sedan, station wagon, panel van, 4WD, utility, goods carrying vehicles with a 3,500 kilogram GVM or lesser, or a minibus with a carrying capacity of not greater than 15 persons, we will replace your motor vehicle with a new vehicle of the same make, model or series so long as it is available within Australia; and

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

At all times we will not pay more than the sum insured (which includes any extras).

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

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

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

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

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

6. Agreed sum insured

Where your motor vehicle is a rigid truck or prime mover and it has a 3,500 kilogram GVM or greater or a trailer with a GTM of 3,500 kilograms or greater and provided the age of the motor vehicle at the time of such loss or damage, was not in excess of 24 months from the date of original registration as a new vehicle, by you, we will, in the event of your motor vehicle being classed as a total loss under this Policy, pay the sum insured declared to us, as the value of the unit at the commencement of the current period of insurance.

7. Hire vehicle cost following theft

If your motor vehicle is stolen and the theft is covered under this Policy, we will cover you up to a maximum of \$5,000 for the reasonable costs of hiring a similar vehicle provided:

1. we do not pay for hiring charges incurred after the date of recovery of your motor vehicle, if it can be driven;
2. cover is limited to 30 days and will cease once we pay your claim, or your motor vehicle is repaired (if it could not be driven), whichever is the earlier; and
3. you will need to organise and pay for the hire vehicle. We are not responsible for ensuring that a hire vehicle is available. You must also give us a copy of the rental agreement and any receipts for the hire vehicle before we will reimburse you.

We will not pay for:

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

8. Lease, hire purchase or financial agreement payout

Where:

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

we will pay:

1. the agreed total loss amount; and
2. an additional amount of up to 25% of the total loss amount;

provided:

1. this amount and the total loss amount do not exceed the financial payout figure;
2. that any payment over the agreed total loss amount does not include any amounts that are in arrears at the time of loss; and
3. that any additional payment over and above the agreed total loss amount will include any discounts applicable for full payment of the financial contract.

This additional benefit does not:

1. provide cover where the loss or damage is caused by theft or fire (other than fire as a result of impact);
2. apply where your motor vehicle is older than 10 years of age since it was first registered as a new vehicle or was originally purchased as new unregistered mobile machinery such as a tractor, excavator, loader or similar vehicle type.

9. Funeral expenses

If, as a result of an accident, in your motor vehicle covered under this Policy, your driver sustains a fatal injury, whether or not death occurs at the time of the loss, we will pay for associated burial or cremation costs and travel costs within Australia for the deceased driver and any member of the immediate family.

We will pay up to \$10,000, during any one period of insurance.

This additional benefit will not be reduced by any accident compensation.

10. Tyre replacement

If we agree to pay a claim and any tyre cannot be used as a direct result of damage sustained from a loss covered under this Policy, we will pay for the new replacement cost of a similar make and specification.

This additional benefit is applicable provided that the condition of the damaged tyre's remaining tread conforms with legal requirements at the time of damage and it was not a recapped or retread tyre.

11. Locks and keys

If your keys are lost, destroyed or damaged, or if there are reasonable grounds to believe the keys may have been illegally duplicated, we will pay the costs of replacing and recoding the locks and/or keys.

We will pay up to \$5,000 during any one period of insurance.

This additional benefit is not subject to loss or damage to the motor vehicle covered under this Policy.

12. Your driver's personal property

We will cover loss or damage to wearing apparel and personal property belonging to your driver not otherwise insured, while contained in your motor vehicle.

We will not cover money, securities, jewellery, furs, mobile phones, personal music devices, portable GPS and laptop computers.

We will pay up to \$5,000 for any one accident, during the period of insurance.

13. Windscreen or window glass claim

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

14. Driver accident compensation

(Available only to drivers of vehicles that are sedans, wagons, 4WD or goods carrying vehicles with a GVM less than 3,500 kilograms).

We will pay the following compensation to a driver of your motor vehicle who is injured and who as a direct result suffers a permanent disability, as defined and as a result of the accident while driving your motor vehicle.

Compensation will only be payable if:

1. the driver was driving your motor vehicle with your consent and is licensed to drive such a vehicle;
2. the driver was not under the influence of alcohol or any narcotic depressant stimulant or hallucinogenic drug;
3. the claim has been accepted under this Policy; and
4. the driver is not entitled to any benefits under any compulsory statutory insurance scheme or accident compensation scheme or would have been so entitled if:
 - (a) it were not for the application of any excess or deductible applying under the scheme; or
 - (b) compensation under the scheme had not been refused, because you did not register your motor vehicle or apply for cover under the scheme.

Compensation benefit table:

Disability from an injury resulting in a compensation	Compensation amount
Permanent quadriplegia	\$100,000
Permanent paraplegia	\$75,000
Permanent total disablement	\$50,000
Permanent loss of entire sight in both eyes	\$25,000
Permanent loss of entire sight in one eye	\$10,000
Permanent total loss of or loss of use of one limb (at or above the wrist or ankle)	\$10,000

Where the driver is permanently left with more than one disability as shown in the compensation benefit table we will pay only one of the compensation amounts shown in the compensation benefit table. In such circumstances the highest single level of applicable benefit will be paid.

The medical diagnosis of the injury leading to the permanent disability must be made within 90 days of the date of accident for any of the benefits to be given.

The establishment of a permanent disability will be solely determined by our medical specialist.

We will not pay a benefit claim until the injury is stabilised, or our medical specialist has confirmed that in their opinion, the injury is of a permanent nature and the injury will not be likely to significantly improve.

Unless the injured driver undergoes all medical examinations organised by us in order to assess the claim no compensation will be payable by us. We will arrange the examinations and pay the costs associated which includes reasonable travel expenses for any examinations arranged by us.

15. Redelivery of driver

If the location of the accident is outside 150km from your base of operations, we will pay the reasonable costs up to \$5,000 to return your driver(s) to your base of operations or the final destination of the scheduled journey. Costs exclude emergency medical transportation.

16. Advanced expenses

Cover provided by this Policy will also include the reasonable costs for express cartage, overtime, night and weekend pay rates incurred with repair of the damage to your motor vehicle that we have accepted as an accident covered by this Policy.

At all times we will pay:

1. a maximum of \$5,000 any one loss; or
2. an additional 50% of the average market costs for such services;

whichever is the lesser.

17. Travel expenses

Where the driver of your motor vehicle has been hospitalised due to injury sustained in an accident, we will pay the reasonable cost of domestic transport and domestic accommodation for an individual family member of the driver to visit the driver in hospital.

The maximum we will pay for this additional benefit is \$2,500 in any period of insurance.

18. Motor vehicle recovery costs

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

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

We will pay you the cost expended, excluding any allowance for profit by you. You must provide us with tax invoices for the costs you incurred.

At all times we will pay a maximum of \$50,000 during the period of insurance for this additional benefit.

19. Emergency repairs

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

20. Redelivery

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

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

21. Non owned trailers

We will cover you for loss or damage to any one trailer and its dolly (if applicable) that is not owned, leased or rented by you and is under your lawful custody or control whilst being used by you in conjunction with your business. The basis of cover is as per 'section 1 – loss, damage or theft of your motor vehicle' and 'section 2 – third party liability (applicable to registered motor vehicles only)'.

This cover is limited, at all times, to:

1. \$100,000; or
2. market value;

whichever the lesser.

An excess of \$2,500 will apply to this single trailer and/or its dolly in total as the standard excess. Additional excesses may apply as shown in this Policy or in your Policy Schedule. Any additional non-owned trailer cover that has been purchased by you will appear separately in your Policy Schedule.

22. Total loss agreed settlement value

Where your motor vehicle is:

- (a) a sedan, station wagon, panel van, utility or 4WD with a GVM of 3,500 kilograms or less;
- (b) declared a total loss;
- (c) not subject to a lease, hire purchase or any financial agreement through a financial institution directly related to financing of the vehicle purchase; and
- (d) in excess of 24 months of age and less than 10 years of age from the date of original registration as a new vehicle;

then we will pay:

- (a) the agreed total loss amount; and
- (b) an additional amount being the lesser of \$5,000 or 20% of the total loss amount.

23. Fire suppression system recharge

Where your motor vehicle is described in the Policy Schedule as a harvester, header or similar type of on-farm machinery and as a result of a fire claim that is accepted by us you have discharged your fire suppression system then we will pay up to a maximum of \$1,000 toward recharging this system per motor vehicle per period of insurance. Where we have declared your motor vehicle as a total loss this additional benefit will not apply.

Applicable to third party property damage including fire and theft cover or third party property damage cover only

Uninsured motorist's benefit

At our option we will either:

1. repair your motor vehicle to its condition immediately prior to the time of loss; or
2. pay you the cost of repairs to your motor vehicle;

resulting from accidental loss or damage to your motor vehicle if you can satisfy us that the accident which gave rise to the claim was totally the fault of the driver of another vehicle; and

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

The maximum amount we will pay under this additional benefit for all claims from any one accident or series of accidents arising out of the one cause or event is:

1. \$5,000; or
2. the market value of your motor vehicle immediately prior to the loss or damage;

whichever is the lesser.

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

Special clauses

The following special clauses will only apply if shown in your Policy Schedule.

Dangerous goods

It is agreed that provided that the transportation of dangerous goods is limited to classes 2, 3, 4, 5, 8 and 9 as listed under the Australian code for the transport of dangerous goods by road and rail, the maximum amount we will pay under section 2 – third party liability for property damage is amended for dangerous goods:

1. to include costs, charges and expenses incurred by or on behalf of a public authority for the clean up and removal of an escape of dangerous goods from your motor vehicle as the result of an accident; and
2. to the amount shown in your Policy Schedule for dangerous goods; and
3. for the applicable motor vehicle(s) shown in your Policy Schedule as covered for dangerous goods

Radius restriction

It is agreed that in respect of the motor vehicle excess that no additional excess applies, whilst operating within the kilometre radius of your home, base(s) or depot(s), shown in your Policy Schedule.

Nonowned trailers

It is agreed that we will cover you for loss or damage to any one trailer and its dolly (if applicable) that is not owned, leased or rented by you and is under your lawful custody or control whilst being used by you in conjunction with your business. The basis of cover is as per 'section 1 – loss, damage or theft of your motor vehicle' and 'section 2 – third party liability (applicable to registered motor vehicles only)'.

This cover is limited, at all times, to the:

1. sum insured; or
2. market value;

whichever the lesser; as shown in your Policy Schedule for non-owned trailers liability.

An excess of \$2,500 will apply to any one non-owned trailer and/or its dolly in total as the standard excess. Additional excesses may apply as shown in this Policy or in your Policy Schedule.

Hire vehicle costs following an Accident

If your motor vehicle is damaged in an accident which is covered under this Policy, and we have agreed to pay your claim, we will reimburse you for the costs you incur of hiring a vehicle while your motor vehicle is being repaired or if it is deemed a total loss.

We will reimburse you an amount up to the maximum daily rate shown in your Policy Schedule:

1. for a maximum of 30 days; or

2. until your motor vehicle is repaired; or
3. until we pay your claim;

whichever happens first.

The cover will commence on the date your motor vehicle is taken to the repairer provided we are notified at that time.

You will need to organise and pay for the hire vehicle. We are not responsible for ensuring that a hire vehicle is available. You must also give us a copy of the rental agreement and any receipts for the hire vehicle before we will pay you.

If the cost of the hire vehicle is more than the maximum limit shown in your Policy Schedule you will have to pay the difference.

We do not pay for:

1. additional hiring costs;
2. running costs, including the cost of fuel;
3. damage to the hire vehicle;
4. any insurance, insurance excess or other costs you may be liable for under the hire vehicle rental agreement.

We will not cover you if:

1. the only damage to your motor vehicle is to the windscreens or window glass; or
2. your motor vehicle is stolen, because you may be able to claim under the 'additional benefit – hire vehicle costs' following theft.

Burning cost

For the purpose of this special clause only, the burning cost premium has the following four elements and are defined as follows:

1. Maximum premium payable

The agreed maximum premium payable by you and shown in your Policy Schedule. At no time will you pay more than the maximum premium.

2. Deposit premium payable

The agreed deposit premium payable by you at the commencement of the policy and shown in your Policy Schedule.

3. Minimum premium payable

The agreed minimum premium payable by you and shown in your Policy Schedule. At no time you will pay less than the minimum premium.

4. Claims incurred adjustment factor

The adjustment factor shown in your policy schedule and used to calculate your burning cost premium at the end of the period of insurance.

Where this special clause is shown in your Policy Schedule it is agreed you will pay a deposit premium and the final annual premium payable will be adjusted after 90 days from the expiry date of the contract in accordance with the following formula:

All amounts both paid and outstanding by us in respect of claims occurring during the period of insurance, multiplied by the claims adjustment factor shown in your Policy Schedule.

The premium payable will be calculated in accordance with this formula and after taking into account the deposit premium paid, any premium due will be paid by you or any premium refund will be paid to you subject to the minimum premium and the maximum premium as agreed.

Where any losses have occurred in the period of insurance and are reported to us after the adjustment premium has been calculated you will be required to pay any additional premium (subject to the

maximum not having been reached) based on the adjustment factor for the period of insurance in which the loss occurred.

Additional benefit 2. Automatic additions and deletions (applicable to comprehensive cover or third party property damage including fire and theft cover only) will be factored into adjustment of the final annual premium.

We will retain the right to call up the difference between the deposit premium and the maximum premium at any time during the period of insurance if incurred claims exceed 80% of the deposit premium.

Claims experience discount

Where this special clause is shown in your Policy Schedule it is agreed that should you renew this Policy for a further 12 months with us we will refund after 90 days of the renewal date, an amount as calculated by the following formula for the previous year, should a refund result:

1. The percentage shown on the Policy Schedule as (a) of the final premium paid less incurred claims less the percentage shown on the Policy Schedule as (b) of such surplus, if any, to a maximum percentage of the premium shown on the Policy Schedule as (c).
2. The refund is subject to all losses occurring during the period of insurance having been notified by you to us.

Where the claims experience discount has been allowed at the commencement of the Policy, the same formula will be applied using the premium amount as if there had been no upfront discount allowed and you will have to pay the difference between the actual premium due and the amount paid as the original deposit.

Aggregate deductible

This Policy is subject to an aggregate deductible as shown in your Policy Schedule.

It is agreed that you will advise all insurable losses to us and we will manage all claims on your behalf until the aggregate deductible is reached and standard excesses will apply thereafter.

It is agreed that your contribution to the aggregate deductible is calculated by adding the total of all claim settlements by us on your behalf and paid by you during any one period of insurance.

Underground pipes and cables

Where this special clause is shown in your Policy Schedule it is agreed that additional exclusion 15 is deleted and that this Policy will cover you, under the provisions of this Policy, for your legal liability arising out of any damage to, or as a result of damage to any underground sewers, water pipes, gas pipes, electric wire cables or their supports including any transmission cables and their supports or any other underground pipes or cables or their supports (underground services) provided you have ascertained the actual position of these underground services from the relevant authorities prior to commencement of any excavation.

The amount of cover provided by this special clause is limited to \$100,000 any one incident.

The excess for this special clause is \$500.

General exclusions

These general exclusions apply to all sections of this Policy.

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

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

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

Sanctions exclusion

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

Additional exclusions

We will not cover;

1. damage to your motor vehicle's tyres caused by application of brakes, road punctures, cuts or bursting, unless caused as a result of an accident covered under the type of cover you have selected or by people acting maliciously;
2. loss of or damage to your motor vehicle or any resultant mechanical damage:
 - (a) due to depreciation, wear, tear, rust or corrosion;
 - (b) due to failure or breakdown of a structural, electrical, mechanical or electronic nature, or
 - (c) to any part of your motor vehicle due to faulty design or workmanship;

However, we will cover damage directly caused by a collision (other than a collision with the ground whilst your motor vehicle is tipping a load) or fire, to your motor vehicle, resulting from such failure, as mentioned under b. or c. above.

- (d) due to you driving the motor vehicle after a collision, unless you could not reasonably be expected to know that driving the motor vehicle after an accident could cause such additional damage; or
 - (e) caused by loss of oil or coolant unless it is whilst your motor vehicle is being driven by a thief.
 - (f) if reasonable steps to protect or safeguard your motor vehicle have not been taken;
 - (g) if at the time of an incident, your crane was lifting, lowering, carrying or suspending a load in excess of that for which it was constructed, or for which it was licensed to lift, lower, carry or suspend;
 - (h) or liability where the transportation of any goods or substances which are mentioned as dangerous goods, irrespective of the quantities, are not being carried in accordance with the requirements of the Australian Code for the Transport of Dangerous Goods by Road and Rail;
 - (i) including any liability, resulting from use of your motor vehicle when let out on dry hire (hired by you to a third party without an operator) unless we have agreed in writing to provide dry hire cover;
 - (j) resulting from the incorrect fuel being utilised;
 - (k) for liability incurred arising out of the use of your motor vehicle whilst it is underground in a mine or similar whether declared or not
3. any additional costs, such as but not limited to, hire vehicle costs (other than those covered in this Policy), because you cannot use your motor vehicle even though your motor vehicle may not be available following loss or damage covered under this Policy;
 4. loss of or damage to:
 - (a) any stock in trade including but not limited to vehicles for sale or on consignment;
 - (b) the drill shaft or bit of any drilling rig or machine or implement covered by this Policy whilst in use for the purpose of drilling into the ground or below the surface;
 - (c) any vehicle accessories or appliances due to mechanical or electrical derangement;
 5. theft of your motor vehicle resulting from your motor vehicle being test driven for sale and you or an employee of yours did not accompany the prospective purchaser;
 6. any liability or obligation assumed by you under any contract, agreement or warranty which would not have otherwise arisen or been implied by law;
 7. loss of or damage to your motor vehicle or liability:
 - (a) when endeavouring to evade police apprehension by you or any of your partners or directors or anyone driving your motor vehicle with your consent;
 - (b) if your motor vehicle is used in an unsafe or unroadworthy condition unless such condition could not reasonably be detected by you. This exclusion will not apply if you prove that the loss, damage or liability was not caused or contributed to by such unsafe or unroadworthy condition;
 - (c) resulting from theft by you, your partners or directors, or your employees;
 - (d) if your motor vehicle is being driven by:
 - (i) you or by any person with your consent who is not licensed under any relevant law to drive such a vehicle; or
 - (ii) anyone whose faculties are impaired by any drug or intoxicating liquor; or
 - (iii) anyone whose blood alcohol reading exceeds the legal limit (subject to any laws to the contrary); or

- (iv) anyone who following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of any State or Territory in which the accident occurred.

However we will cover you if you have allowed that person to drive your motor vehicle and you can prove that you were not aware that your motor vehicle was being driven by or in charge of that person when they were so affected or unlicensed. Where permitted by law, we reserve the right to recover the amount we pay from the driver of your motor vehicle at the time of the loss or damage.

- (e) whilst your motor vehicle is being used in any experiment or type of test or in preparation for or involved in racing, speed testing, reliability trial, pace making, hill climbing, trial or demonstration other than for resale purposes on public roads;

(f) if you:

- (i) carry or tow a load; or
(ii) carry a number of passengers;

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

- (g) whilst your motor vehicle is being used for conveyance of passengers for hire, fare or reward unless you have declared this to us and we have agreed in writing and declared this on your Policy Schedule, or your motor vehicle is described in the Policy Schedule as a bus or coach;

(h) for any vehicle running on rails or which is not designed to run solely on solid ground;

(i) outside Australia except where your motor vehicle is being transported by sea between Australian ports;

(j) caused or incurred:

- (i) through vibration from you using your motor vehicle, plant, machinery or equipment;
(ii) by atmospheric or climatic type conditions or temperature extremes unless such loss, damage or liability is the subject of cover under this Policy;
(iii) whilst your lifting device is being used and the load being lifted is shared between your lifting device and any other lifting devices or devices, whether owned by you or not.

(k) resulting from an intentional act by you or anyone acting with your consent;

8. any fines, penalties, aggravated, punitive, exemplary or multiple damages;

9. your motor vehicle if it has been legally seized or repossessed;

10. loss of or damage to any concrete agitator, barrel, bowl or pump and/or its fittings caused by, or arising from the hardening or setting of concrete, unless as a result of a collision the emptying of these items becomes impossible or impractical;

11. you for any breakage of or damage to:

- (a) the boring equipment covered by this Policy while the boring machine is in operation;
(b) the blades and/or associated attachments of your plant and/or machinery covered by this Policy whilst such plant and/or machinery is in operation. This exclusion does not apply where your motor vehicle is described in the Policy Schedule as a harvester, header or associated front;

12. liability arising out of the use of your:

- (a) crane if at the time of an event it is lifting, lowering, carrying or suspending any object;

- (b) registered motor vehicle, being used as a tool, or plant forming part of your motor vehicle being used as a tool, operating at any work site (excluding while the motor vehicle is travelling, transporting or carting goods);

(c) motor vehicle airside of or at an airfield;

13. liability arising directly or indirectly from the existence, use, transportation, distribution, handling, mining and/or storage of asbestos or any material containing asbestos;

14. your liability for damage to any land, buildings or other fixed property arising directly or indirectly from the removal, weakening or interference with any support or supports of such land, buildings or other fixed property, if such damage is caused by your motor vehicle which is involved at the time in any digging or excavating;

15. your liability or any resultant damage, in respect of loss or damage to any underground sewers, water pipes, gas pipes, electric wire cables, or their supports including any transmission cables and their supports or any other underground pipes or cables or their supports if such damage is caused by your motor vehicle which is involved at the time in any digging or excavating;

16. any liability if your motor vehicle or substitute vehicle is unregistered. however we will cover your liability in respect of the unregistered motor vehicle on a public road, if you have obtained the appropriate permit to drive the unregistered motor vehicle on a public road.

General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

Accidents/losses affect your renewal premium

When calculating your renewal premium all claims that occur during the period of insurance may affect the coming year's renewal premium. Dependant on the number, value and circumstances of those losses it may mean that no renewal terms will be offered after expiry date of the current period of insurance.

In addition if you report an incident or loss after we have advised renewal terms we reserve the right:

1. to revise or withdraw our renewal terms;
2. where the Policy has been renewed and a claim has been reported that occurred in the previous period of insurance to charge any additional premium relative to the reported loss;
3. where the Policy has been renewed, to reduce the period of insurance in proportion to the amount due if that additional amount is not paid within 28 days of notification.

All persons or companies bound by this Policy and its provisions

All persons or companies entitled to any benefit under this policy are bound by the terms and conditions of this Policy. We may refuse a claim if you or any of them are in breach of any of the terms and conditions of this Policy including any endorsements noted or attached to the Policy Schedule, except as allowed in 'additional benefit – breach of conditions'.

Assistance and co-operation

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a claim.

Changes to your circumstances

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

Examples include:

1. there is a change to the names of the motor vehicle's owners; or
2. use of your motor vehicle(s); or
3. change by way of modification, to the manufacturer's specifications to improve your motor vehicle's performance, but only if your motor vehicle is a sedan, station wagon, panel van, 4x4 or a goods carrying vehicle with a GVM under 3,500 kilograms.

Other interests

You must not transfer any interests in your Policy without our written consent.

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy.

Other party's interests

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

Protection of insured motor vehicles

You must take all reasonable precautions for the care, safety and protection of the motor vehicles covered under this Policy and comply with all statutory obligations, by-laws and regulations imposed by any public authority for the safety, use and storage of your insured motor vehicles.

Claims

What you must do after an accident or theft

If an incident happens which may give rise to a claim you must:

1. take all reasonable steps to protect or safeguard your motor vehicle from further loss, damage or theft;
2. notify the police immediately if your motor vehicle or any of your property is stolen or maliciously or intentionally damaged;
3. tell your Elders Insurance authorised representative as soon as possible. You may be provided with a claim form and will be advised on what to do;
4. supply us with all information we require to settle or defend the claim. You are required by law to provide honest and complete information about your claim. We may refuse to pay your claim if you fail to comply with this requirement;
5. notify us of any other insurance covering the same loss, damage or liability;
6. co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person;

7. provide to us full details in writing as soon as possible after the happening of any accident or occurrence, which may become the subject of a claim under this Policy;
8. send to us immediately any letter or communication from other parties;
9. tell us immediately of any notice of impending prosecution or details of any inquest or official inquiry;
10. assist us with your claim. This means you must provide to us all the information and assistance with your claims that we may reasonably require. We may require you or any other person involved in the claim to be interviewed by us. If you do not provide such cooperation we may refuse to pay your claim or continue cover.

In an emergency outside normal business hours you may call our emergency service on 1800 023 387 for assistance.

If in doubt at any time, call your Elders Insurance authorised representative.

What you must not do after an accident or theft

In the event of an incident that may give rise to a claim, You must not:

1. admit liability if an accident occurs which is likely to result in someone claiming against you;
2. make an offer, settlement, promise or payment;
3. incur any costs or expenses without our written consent, in respect of any right or claim which may be the subject of a claim by you against us under this Policy;
4. authorise repairs to your motor vehicle without our prior consent.

However you may authorise:

- (a) the fitting of an identical replacement windscreen or window glass;
- (b) repairs up to \$2,000 (over and above any applicable excesses) if you are more than 200 kilometres from the normal nightly parked address and they are necessary to enable you to continue your journey.

What we will do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

What can affect a claim

We will reduce the amount of a claim by the excesses shown in the Policy terms and conditions or in your Policy Schedule.

We may refuse to pay a claim if you are in breach of any of the conditions of this Policy, including any endorsements noted on or attached to your Policy Schedule.

We pay only once for loss or damage from the same accident covered by this Policy even if it is covered under more than one section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

1. it is in any way fraudulent; or
2. any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

Contribution and other insurance

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
- The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

Policy comes to an end following total loss

If we declare your claim a total loss, the Policy terms have been met by us and the Policy comes to an end.

If you paid an annual premium no refund is due to you.

If you were paying by instalments, we'll deduct the premium outstanding for the period of insurance from our settlement payment to you.

Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following:

- receipts or other confirmation of the purchase of your motor vehicles and any accessories; and
- all service and repair records for all motor vehicles insured by this Policy.

Recovery action & uninsured loss

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

Repair guarantee

If we authorise repairs to your motor vehicle, we will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of your motor vehicle. For entitlement to any repairs under this guarantee you must first allow us to inspect the motor vehicle and we must agree that repairs are necessary.

Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, provided you agree to pay market price.

Subrogation

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

Excesses

If we accept your claim you must pay the total amount of the applicable excesses. We will tell you if the excess must be paid to the repairer or us. However, if your motor vehicle is a total loss, we may deduct any excess that you must pay from any payment we make.

Depending on the age or experience of the driver, and whether a rigid body tipper or tipping trailer is insured under this policy, you may have to contribute more than one excess. Each excess is shown in your Policy Schedule and is explained below.

Where more than one motor vehicle covered under this policy is involved in an incident giving rise to a claim, you will have to pay the applicable excesses in respect of each motor vehicle insured.

Standard excess

You will have to pay a standard excess for every claim. This amount is shown in your Policy Schedule as the standard excess.

Age or inexperienced driver excess

Applicable to motor vehicles with a GVM of less than 12,000 kgs.

In addition to the standard excess, you will have to pay an age excess or inexperienced driver's excess if at the time of any incident giving rise to a claim your motor vehicle is driven by a person who:

1. is under the age of 21; or
2. is aged 21 or more but under the age of 25; or
3. is aged 25 or more but has not held an Australian driver's licence for two or more years for the type of vehicle being driven at the time of the accident.

You will not have to pay this additional excess if the only damage to your motor vehicle is a broken windscreen or window glass or caused by storm or hail damage. The conditions in additional benefit – window or window glass claim will apply.

The amount of the age or inexperienced driver excess is shown in your Policy Schedule.

Heavy motor vehicle inexperienced driver excess

Age or inexperienced driver excess for heavy motor vehicles (motor vehicles with a GVM or GCM of 12,000 kilograms or greater).

Where a rigid or articulated body motor vehicle with a GVM or GCM of 12,000 kilograms or greater is, at the time of an incident, being driven by or is in the charge of a person under 21 years of age, or the person driving or in charge of the motor vehicle has less than two years driving experience in Australia for these motor vehicles at the time of the incident an excess of \$5,000 per accident will apply. This excess is additional to the standard excess.

Tipping excess

If any rigid truck, rigid trailer or articulated trailer covered under this Policy is involved in an event giving rise to a claim whilst the tipping hoist is partially or fully extended or in the process of being extended or retracted, the standard excess shown in your Policy Schedule will be increased by 100% for each motor vehicle that is subject to claim. Any other applicable excesses that are additional to the standard excess will also apply and are cumulative.

Outside of radius excess

Applicable to motor vehicles with a GVM greater than 3,500 kilograms and less than 12,000 kilograms.

If your motor vehicle is outside a radius of 250 kilometres or the radius shown in your Policy Schedule from your home base(s) or depot(s) at the time of an accident then the total excesses payable will be an additional 100% of your standard excess and an additional premium will be payable (determined by us) for the change in business operations.

Applicable to motor vehicles with a GVM/GCM greater than 12,000 kilograms.

If your motor vehicle is outside a radius of 250 kilometres or the radius shown in your Policy Schedule from your home base(s) or depot(s) at the time of an accident then the total excess payable will be:

1. an additional 100% of your standard excess; or
2. \$5,000;

whichever is the greater.

An additional premium will be payable (determined by us) for the change in business operations.

What you will not have to pay if you make a claim

Applicable to comprehensive cover only.

Applying only to motor vehicles that are sedans, station wagons, panel vans, 4WD or goods carrying vehicles with a GVM less than 3,500 kilograms.

You will not have to pay an excess if:

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

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

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

Other terms

These other terms apply to how your Policy operates.

Canceling your Policy

You can cancel your Policy at any time by telling us. If there are other people named as insured on your Policy, we only need a request to cancel it from one of you.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date) by informing you in writing.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

If you've paid your premium in advance, we'll refund you the proportion of the premium for the remaining period of insurance, less any administration fees.

Changing your Policy

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

Notices

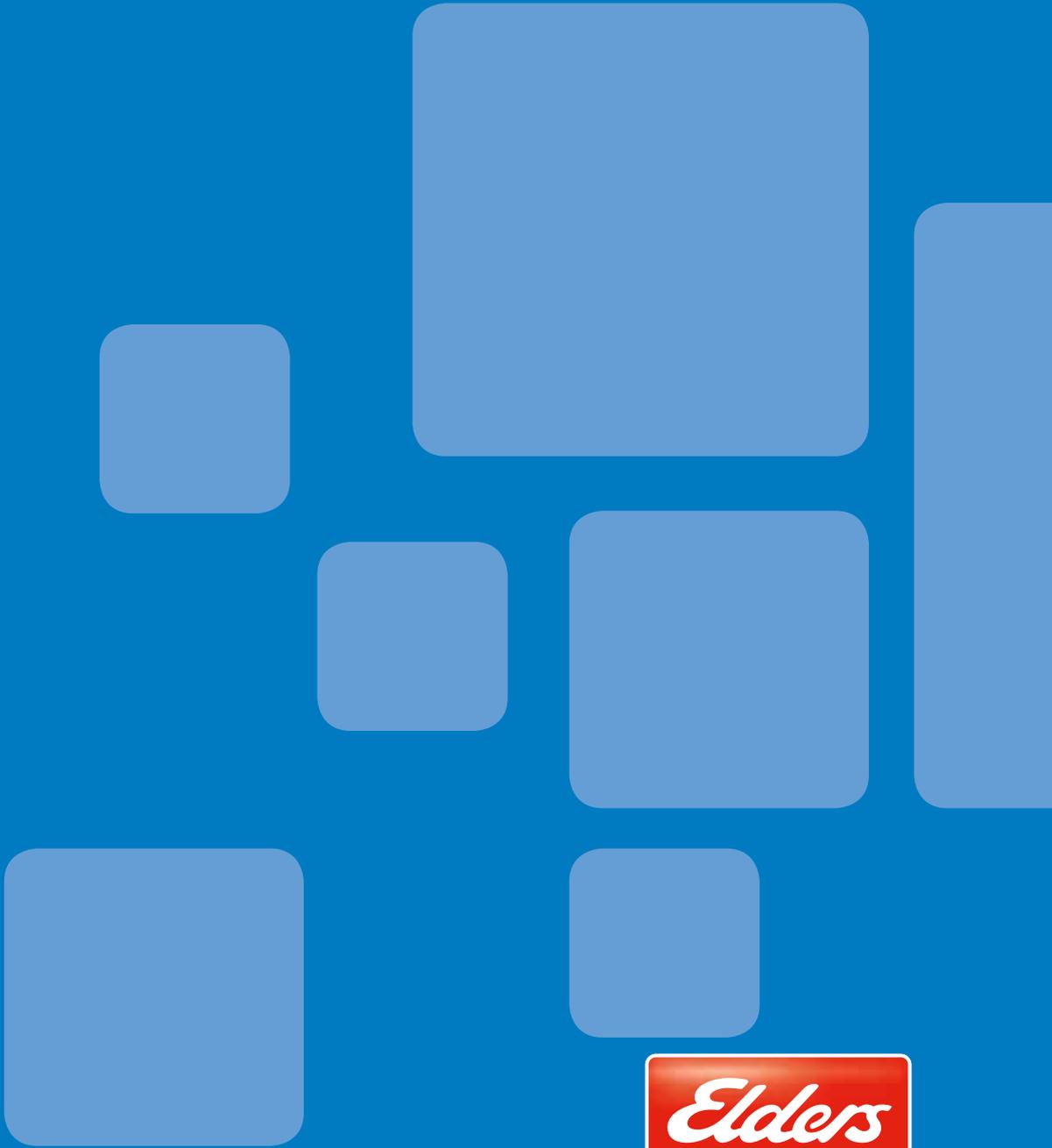
Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

It's important for you to tell us of any change of address as soon as possible.

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Insurance