

# **EQUIPMENT AND MACHINERY**

# **INSURANCE POLICY WORDING**

**EFFECTIVE DATE: 1 March 2020**



**YellowCover**

Powered by **nti**

# WE MAKE INSURANCE SIMPLE!

Yes, insurance can be boring and a bit confusing, but it's important stuff you need to know to help protect your business.

The good news is we've got your back and we're here to help.

Give us a call on **1800 827 747** if you have any questions or jump on our website which has answers to all your FAQs.



# WE'RE WITH YOU THROUGH THICK AND THICKER.

This is an important document. If you have trouble reading or understanding English please use an interpreter to explain this document before you enter into this contract of insurance as once it is in force it contains binding and enforceable obligations.

Insurance products are provided by National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230 859 each holding a 50% share.

National Transport Insurance is administered on behalf of the insurers by its manager NTI Limited ABN 84 000 746 109 AFSL 237246. You are required to read the PDS enclosed when choosing whether or not to acquire or continue holding a policy. NTI258(01/03/2020)

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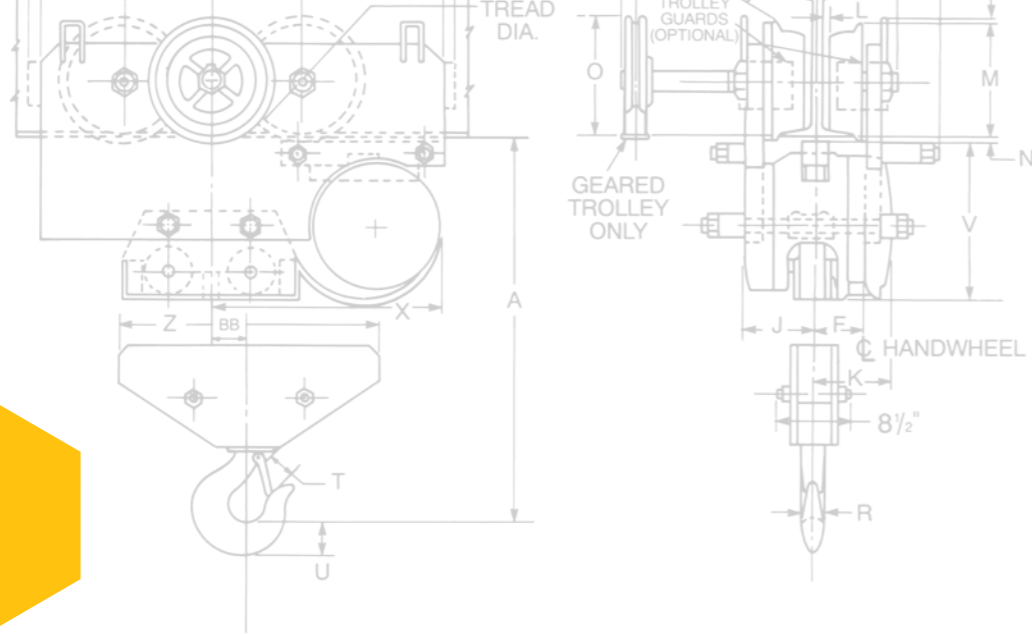
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Rear Cover

## THE POLICY

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# PRODUCT DISCLOSURE STATEMENT

## 1. Introduction

### Welcome

This PDS contains important information about your Equipment and Machinery Insurance policy. Please read it carefully. If English is not Your first language please use an interpreter to explain this document to You before You enter into this contract of insurance.

## 2. The Purpose of this PDS

This PDS has been prepared to assist You in understanding the coverage under the Equipment and Machinery Insurance Policy. The PDS sets out the significant features of Equipment and Machinery Insurance including its benefits, risks and information about how the premium is calculated and how the premium is paid.

For a full description of this insurance product, You still need to read the Equipment and Machinery Insurance Policy that is part of this document which sets out the terms, conditions, exclusions and limitations of this Equipment and Machinery Insurance Policy.

## 3. Who is the Insurer of the YellowCover Equipment & Machinery Insurance Policy?

YellowCover 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 each insurer is only responsible for its half share.

'NTI', 'We', 'Us', or 'Our' means National Transport Insurance that is administered on behalf of the insurers by its manager NTI Limited ABN 84 000 746 109 AFSL 237246.

## For almost 50 years we've kept Australia moving

From the day we opened our doors in 1971, we saw a chance to offer the specialised insurance and services that the Australian transport industry was crying out for - products that would get everyone from single operators, to the largest businesses, back doing what they do faster.

'Small/Medium General Insurance Company of the Year' 2013 and 2014

'Claims Service Provider of the Year' 2013 & 2014

'Aon Hewitt Best of the Best Employer' 2014.

'Mansfield Award for Best Specialist Claims Provider' 2017.



Australia's Specialist Insurer



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**No matter which NTI cover you have, you enjoy the benefit of an award-winning claims solution.**

#### 4. How to Contact Us

To locate Your nearest YellowCover office, visit Our website at [www.yellowcover.com.au](http://www.yellowcover.com.au)

You can contact us 24/7 if You have had an Accident or want to make a claim by phoning 1800 827 747.

#### 5. Who is the provider of the Breakdown service

The Breakdown service is provided by NTI Limited ABN 84 000 746 109 AFSL 237246 under its Truck Assist brand.

#### 6. How to seek Breakdown Assistance

To access Our Breakdown service: call 1800 827 747.

#### 7. Features Summary of Equipment and Machinery Insurance

This table is a summary of some of the major coverage available in the Equipment and Machinery Insurance Policy. Exclusions, limits and conditions apply so please refer to the Policy wording for full details.

**You are only Covered for the Products noted on Your Policy Schedule.**

##### Equipment & Machinery Insurance Policy Benefits of Cover

<b>Policy Product 1 Commercial Motor</b>	Cover for loss or damage to Your Motor Vehicle arising out of an Accident or Theft. Cover for Your legal liability arising out of the use of Your registered Motor Vehicle for loss or damage to Another Person's property, and in some circumstances, bodily injury to Another Person.
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<b>Policy Product 2 Downtime</b>	Payment of a Weekly Benefit if Your claim for Loss or Damage to Your Motor Vehicle has been accepted under the Commercial Motor Policy. This product is only available if noted on Your Policy Schedule for Policy Product 2 for eligible trucks, trailers and some Mobile Plant. This Cover is subject to a Waiting Period (outlined in Your Policy Schedule) before We can Pay Your claim.
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##### The Breakdown Service

<b>Breakdown Service</b>	This service provides limited breakdown services for eligible trucks, trailers and some mobile plant. Limits apply and are noted under the "Breakdown Service" later in this document. Call us on 1800 827 747 For further information go to page 60 of this document.
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##### How to make a Claim if You have an Accident

<b>Call 1800 827 747</b>	If You have an Accident, call us and We will take care of the following: <ul style="list-style-type: none"> <li>• ensure the operator/driver and other parties receive medical attention;</li> <li>• provide over the phone trauma assistance until help can arrive;</li> <li>• authorise NTI or approved Heavy Motor Recovery Operators to recover Your Motor Vehicle using latest skills and equipment to prevent further damage to Your Motor Vehicle;</li> <li>• arrange the transportation of the operator/driver back to base;</li> <li>• relay urgent messages on Your behalf;</li> <li>• clean up the Accident scene;</li> <li>• post-trauma counselling for the operator/driver;</li> <li>• referral to a financial advisor if the business is suffering due to the Accident;</li> <li>• ensure Your load recovery cost is fair for You.</li> </ul>
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#### 8. Cooling-Off Period

You have 30 days to consider this Equipment and Machinery Insurance Policy to be sure You have the Cover You require. You can cancel the Policy within 30 days from the day that Cover began. To do this You must advise Us.

You will receive a full refund of premium provided nothing has occurred for which a claim is payable under Your Equipment and Machinery Insurance Policy.

#### 9. 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:

- (a) reduces the risk We insure You for; or
- (b) is common knowledge; or
- (c) We know or should know as an insurer; or
- (d) We waive your duty to tell Us about.

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

## 10. Premium

You must pay Your Equipment and Machinery Insurance premium to obtain cover under this Policy. You can pay Your Equipment and Machinery Insurance Premium either:

- annually in a lump sum; or
- by monthly instalments.

### Annual premium payment

If You pay Your Equipment and Machinery Insurance premium annually the due date for payment is set out in Our offer of Insurance. If You do not pay by the due date this Equipment and Machinery Insurance Policy will provide no cover for Your loss or for any claim against You by a Third Party.

### Instalment or pay by the month premiums

Important notification when choosing Instalment Payments:

Paying by monthly instalments will affect You in a number of important ways.

- (a)** If an instalment remains unpaid for a period of at least 14 days We will refuse to pay a claim that occurs from that instalment due date.
- (b)** If an instalment remains unpaid for a period of at least one month We will cancel Your Policy and:
  - (i)** No cover will apply from the unpaid instalment due date when the Policy is cancelled.
  - (ii)** No claim is payable by Us during the period from the date Your instalment was due through to the cancellation date.
  - (iii)** If Your instalment is received after the Policy cancellation it does not reinstate the Policy for the missed period. You must contact us if You require a new Policy or to request return of Your payment.

**(c)** An instalment is unpaid if:

- (i)** it is not received by Us;
- (ii)** the payment is dishonoured;
- (iii)** a direct debit is rejected by Your bank or other financial institution; or
- (iii)** We are unable to debit Your credit card for the payment.

**(d)** If You become entitled to be paid a claim for a total loss of Your Motor Vehicle, We will deduct any remaining instalments from the claim settlement so that Your Premium for the entire Period of Insurance of Your Policy is paid in full.

**(e)** Your Financial Institution may charge a fee if there are insufficient funds in Your account to cover any debits or may apply other terms and conditions to your nominated account. If further information is required, please contact your Financial Institution.

## 11. Excesses

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

For example, if You damaged the equipment or machinery in two separate accidents, You have to make 2 claims and pay the excesses that apply to each claim. The Excess and any additional Excess is payable for each claim unless We tell You otherwise and until You have paid all Excesses that apply We may not be able to finalise Your claim.

Your Policy Schedule shows the base Excess that is payable. In some circumstances (should Cover be provided), there may be an additional Excess.

These include:

- Age/Inexperienced Excess for inexperienced or young drivers;
- Tipping excess if Your tipping hoist was extended at the time of loss.
- Out of Radius excess for Prime-Movers travelling outside of the radius disclosed to Us.

We may decide to waive payment of an Excess where Your Motor Vehicle 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 that driver's name, address and other contact details, and the name of their insurer, that insurer agrees to pay Your claim or We deem the other driver was at fault and the claim is recoverable 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.

All additional Excess information is contained within the Policy wording in the Conditions section for Policy Product 1.

## 12. Change of Ownership

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

## 13. Taxation Implications

The amount payable by You for this Equipment and Machinery Insurance 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 purpose. You should obtain Your own professional advice in respect of these matters and your entitlement to Input Tax Credits on the premium.

## 14. A Claim May be Refused

We may refuse to pay out a claim if You have not complied with the terms of the Equipment and Machinery Insurance Policy. For example, You must:

- (a)** have paid the premium;
- (b)** pay the Excess and any additional Excess;
- (c)** not admit liability or offer or make promise or payment to any other party without Our written consent;
- (d)** as soon as possible report any Accident, malicious damage, Theft or attempted Theft to the Police and Us; and
- (e)** give Us full discretion in the conduct, defence or settlement of any claim and give Us all information and assistance We may require during the conduct of Your claim.

## 15. Cancelling Your Policy

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

## 16. 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.

## 17. How the Premium is calculated

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

- (a) Your claims history and business experience;
- (b) the type of Your Motor Vehicle;
- (c) the usage of Your Motor Vehicle;
- (d) the location of Your Motor Vehicle;
- (e) Sum Insured and Limit of Liability;
- (f) the distance You travel from Your base of operations;
- (g) Your base of operations and occupation.

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.

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.

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

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

## 19. Sum Insured Guide

You should consider the following when selecting Your Sum Insured

<i>Motor Vehicle age</i>	<i>How to select Sum Insured</i>
<b>Up to 3 years old</b>	New replacement value including on road costs, Extras such as standard vehicle tools, tarps & gates, Working Accessories and any attachments
<b>Over 3 years old</b>	Market Value including Extras, Working Accessories and any attachments
<b>All Items</b>	Exclude GST if You are registered for GST

### Warning:

Underinsurance may affect You financially.

For **Mobile Plant** up to 2 years old, please insure for new replacement value as noted above. Mobile Plant over 2 years old should be insured for Market Value as noted above.

## 21. Electronic Notices and Documents

We will send You Your Policy documentation and notices electronically, if You agree. Unless You inform Us, We will continue to issue documents and notices to You electronically. It is Your responsibility to ensure Your email details are up to date so please contact Us if Your details or mobile phone number change. The date We send You an email from Our offices is the date of notice to You.

## 22. General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (Code). We are committed to raising standards of service to Our customers. 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.

If You are interested in obtaining more information about this important industry initiative, You can contact the Insurance Council of Australia or access the Code directly at: [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

The Code aims to:

- (a) commit Us to high standards;
- (b) promote better, more informed relations between Us and You;

## 20. Before expiry of Your Policy - Renewals

Before Your Policy expires, We will advise You if We are prepared to make a new offer for insurance for a further period based upon Your expiring Policy details. We may decide not to make an offer for insurance and We will advise You in time before Your policy expires to allow You to seek cover elsewhere.

## 23. Repair Industry Code of Conduct

NTI complies with the Repair Industry Code of Conduct. We will recommend a repairer for You or You can choose a repairer. Where We do not agree on the choice of repairer, then We will choose the repairer who has submitted the more competitive and complete quote obtained by You to properly repair Your Motor Vehicle for You to authorise those repairs with Our consent.

## 24. Our Guarantee

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 Motor Vehicle for the life of Your Motor Vehicle, (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 Motor Vehicle.

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 Motor Vehicle.

### 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.

## 25. Resolving Your YellowCover Equipment and Machinery Insurance Complaints

### What You do and who You contact if You have a complaint or dispute about Your Equipment and Machinery Insurance Policy involving Us:

If You have a complaint or dispute about Your Equipment and Machinery Insurance Policy, decisions on Your claim or the service You have received from Us or one of Our authorised representatives, You may access Our Internal Dispute Resolution process.

The first step is to contact your closest YellowCover office. Contact details can be obtained by visiting [www.yellowcover.com.au](http://www.yellowcover.com.au) and a brochure on Our Dispute Resolution System is available from all YellowCover and NTI offices.

### Internal Dispute Resolution - Complaints

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

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.

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. To access that service, ask the Supervisor or Manager You are dealing with to refer Your complaint to Our Dispute Resolution Officer. Your complaint will then be treated as a dispute.

### Internal Dispute Resolution - Disputes

We will notify You of the name and contact details of the employee assigned to liaise with You in relation to Your dispute. That employee will acknowledge receipt of Your dispute in writing, usually within five working days.

Provided that We have all the necessary information and no investigations are in progress, a final decision on Your dispute will be forwarded to You in writing, usually within 15 working days. Where further information or investigation is required, We will endeavour to agree a reasonable time frame extension with You.

We have 45 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 45 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 45 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.afrg.au](http://www.afrg.au)

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



# POLICY WORDING

## Our Agreement With You

Based on the information in Your Insurance Proposal and the statements and declarations You have made in support of Your application for insurance We will insure You for the Cover specified in Your Policy Schedule. You must have paid the premium by the Due Date and Cover is subject to the terms, conditions and exclusions set out in this Equipment and Machinery Insurance Policy.

Your Policy consists of:

1. the PDS (excluding all clauses relating to the Breakdown Service) and 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;

2. the Policy Schedule is a separate document and shows the insurance details that are relevant to Your insurance;
3. any endorsements noted in Your Policy Schedule or otherwise notified by Us to You in writing; and
4. Your Insurance Proposal, the declarations and statements 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.



### POLICY PRODUCT

### SUMMARY OF COVER

#### Product 1 Commercial Motor

Policy Product 1 provides Cover for Theft, loss of or damage to Your:

- (a) Motor Vehicle;
- (b) Extras (manufacturer supplied tools and spare parts, accessories, tarps, gates) or Working Accessories whether contained in/attached to Your Motor Vehicle, up to \$5,000 for any one Motor Vehicle (unless otherwise noted in Your Policy Schedule).

Policy Product 2 provides Cover for legal Liability arising from Your Registered Motor Vehicle for:

- (a) Personal Injury (unless statutory insurance is issued over it);
- (b) Damage to Property of Another Person, caused by You using, loading or unloading merchandise onto or off or merchandise falling from Your Motor Vehicle. It excludes tool of trade liability. It is not CTP (Compulsory Third Party) or statutory injury Insurance that You are required to obtain when You register Your Motor Vehicle.

#### Product 2 Downtime

This Product provides Cover for eligible trucks, trailers and some Mobile Plant. Cover includes payment of a Weekly Benefit if Your claim for Loss or Damage to Your Motor Vehicle has been accepted under Policy Product 1 - Commercial Motor Policy. Downtime is subject to a Waiting Period before We can pay Your claim. Cover only applies if Your Motor Vehicle is noted on Your Policy Schedule under Policy Product 2.

You are only insured for those Policy Products specified in Your Policy Schedule which sets out Your Cover including any applicable Limit of Indemnity or Sum Insured.

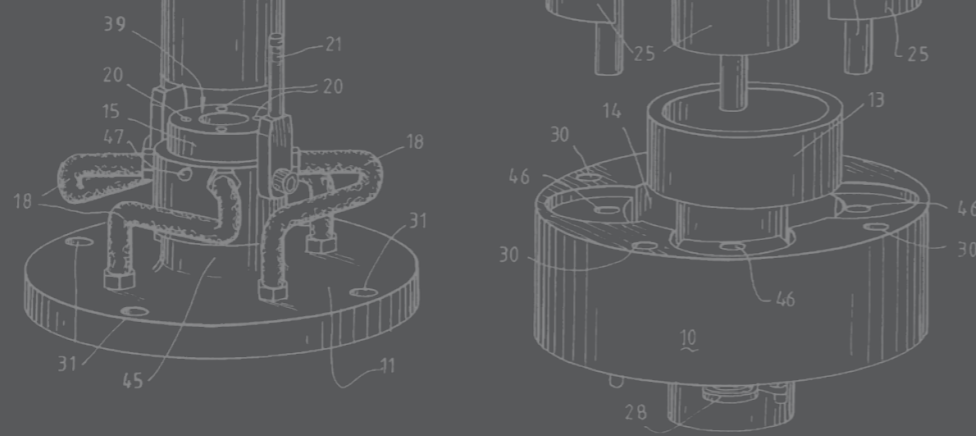
Additional automatic or optional extensions may apply as well as additional exclusions and conditions.

You should check Your Policy Schedule to ensure that You have the Policy Products and the Cover You require.

## General Definitions That Apply To All Policy Products

Word	Meaning
<b>Cover, Covered</b>	means the benefit and protection provided by each type of Policy Product specified in Your Policy Schedule.
<b>Excess</b>	means the amount specified in Your Policy Schedule You must pay as the first part of any claim unless otherwise stated under the provisions of any applicable Policy Product.
<b>GST</b>	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
<b>Headings</b>	when used in Your Policy, are purely descriptive in nature and are not intended to be used for interpretative purposes.
<b>Input Tax Credit</b>	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
<b>Insurance Proposal</b>	means the particulars of insurance completed by You, as Your application for insurance, and submitted to Us either in writing or electronically on which We rely to determine whether to provide You with a Policy, and if so, upon what terms and conditions.
<b>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>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, described in Your Policy Schedule.</li> </ul>
<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);</li> <li>(b) Mobile Plant; or</li> <li>(c) a trailer, described in Your Policy Schedule.</li> </ul>
<b>National Transport Insurance</b>	means the 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.

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



# POLICY PRODUCT 1 COMMERCIAL MOTOR

## The Cover

### Summary of Cover

<b>Section 1: Own Damage</b>	Applies to the settlement of any Claim if there is Accidental loss or damage to Your Motor Vehicle or it is 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 Motor Vehicle during the Period of Insurance. It will also provide Cover: (a) 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 (b) to Your employer or a principal who has engaged You under contract, for damages caused in an Accident whilst Your Registered Motor Vehicle is being used on their behalf.
<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 at extra cost 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 described in Section 3 as a result of Terrorism 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>Agreed Value</b>	means the amount(s) specified in Your Policy Schedule for the specific item being insured, which will be the maximum amount We will pay, subject to the application of any Excess.
<b>Another Person</b>	means an individual or number of individuals other than: (a) You or any of Your relatives who ordinarily reside with You, or with whom You ordinarily reside; (b) a person who is one of Your business partners or employees acting as same; or (c) where You are a firm or corporation, a person who is a business partner, director, or employee of the firm or corporation.
<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.
<b>Dangerous Goods</b>	means (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: i. Class 6.2 - infectious substances; and ii. Class 7 - radioactive substances); and (b) diesel.
<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>Dry Hire</b>	means when You hire out Your Mobile Plant without providing Your employee or any person under Your direct control who is engaged or involved in the operation of Your Mobile Plant.
<b>Extras</b>	means the Motor Vehicle's: (a) accessories (including built-in radio/CB radio/fixed telephone/refrigerator/TV receiver/CD player); (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 Motor Vehicle (or Mobile Plant); and (c) tarps, gates, chains, chain dogs, and the like.
<b>Market Value</b>	means the value of Your Motor Vehicle exclusive of GST immediately prior to the Accident or Theft using market prices and taking into consideration the age, specifications and condition of Your Motor Vehicle.
<b>Personal Injury</b>	means, for the purposes of this Policy, bodily injury, death, sickness, disease, shock, fright, mental injury or mental anguish.
<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 a Motor Vehicle, Extras or Working Accessories without the consent of the person in lawful possession thereof.
<b>Tool of Trade</b>	means the operation of Your Motor Vehicle 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 Motor Vehicle is destroyed or so damaged as to cease to be a Motor Vehicle.
<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 Mobile Plant and provide Your employee or any person under Your direct control who is engaged or involved in the operation of Your Mobile Plant.
<b>Working Accessories</b>	means the accessories that You own or lease that are normally attached to or in or on Your Motor Vehicle including buckets, chain trencher, hammer, pallet forks, post hole borer, ramps, rippers, rock breaker, sweeper and laser.

# SECTION 1 OWN DAMAGE

## IMPORTANT NOTICE

Section 1 of this Policy Product 1 does not provide Cover for loss or damage resulting from or in connection with or in response to any Terrorism (see General Exclusions That Apply To all Policy Products - 1. Terrorism). For any claim relating to loss or damage as a result of Terrorism to certain Motor Vehicle types, see Section 3 of this Policy Product 1.

## What You Are Insured For in Section 1

### Own Damage

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

1. Your Motor Vehicle;
  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,
- occurring during the Period of Insurance.

Cover for Extras and Working Accessories is limited to a maximum of \$5,000 Sum Insured (for any one Motor Vehicle item) during any one Period of Insurance unless another amount is noted in Your Policy Schedule.

## Settlement Clauses

### 1. How much do We pay for Own Damage

(a) Where Accidental loss or damage to, or Theft of, Your Motor Vehicle or its Extras or Working Accessories occurs, We will decide whether to:

- (i) repair, reinstate or replace the damaged parts of Your Motor Vehicle, its Extras or Working Accessories;
- (ii) pay the amount of the loss or damage as determined or agreed by Us; or
- (iii) replace Your Motor Vehicle, its Extras and/or Working Accessories;

(b) As an additional benefit where You or Your employee operator/driver of Your Motor Vehicle (or a member of their immediate family) is injured and dies as a direct consequence of the Accident to Your Motor Vehicle We will provide You or Your legal personal representative with the option to Total Loss Your Motor Vehicle, (that includes its Extras and/or Working Accessories).

(c) We will not pay any amount for Your Motor Vehicle (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.

(d) Notwithstanding sub-clause (c) above, If Agreed Value is shown in Your Policy Schedule against a Motor Vehicle item, the maximum We will pay is the Agreed Value.

### 2. New Motor Vehicle Replacement

If You choose to replace Your Motor Vehicle and depending on its type and age (as shown in the table below), We will either replace Your Motor Vehicle with:

- (a) an equal model including stamp duty, delivery charges and Our proportion of registration fees (replacement cost) where an equal model is available; or
- (b) an alternative make of Your choice equal to the value in (a) above.

### Type of Motor Vehicle

### Maximum Years

Mobile Plant	less than two years old from new manufacture
All Motor Vehicles (excluding those listed below)	less than three years old from original registration date
Stock or tanker type trailer, garbage compactor, concrete pump equipment or other specialist application body type	less than one year old from original registration date

### Conditions for New Motor Vehicle Replacement

- a) The maximum We will pay is 120% of the Sum Insured.
- (b) Where there is a refund of registration available for the Motor Vehicle being replaced, it will be deducted from Our settlement and You will be responsible for this difference in the purchase of the replacement Motor Vehicle.
- (c) If You elect not to replace Your Motor Vehicle (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 Motor Vehicle, Cover will cease for that Motor Vehicle without refund of premium. If You are paying Premium by instalments, We will deduct any remaining instalments from the claim settlement so that Your Premium for the entire Period of Insurance of Your Policy is paid in full.

### 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 Motor Vehicle 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 Motor Vehicle 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 Motor Vehicle 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 Motor Vehicle, 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 Motor Vehicle where the Sum Insured or Market Value exceeds \$2,000,000 (either as a single unit or as a Combined Unit); or
  - (ii) the Payout Amount is less than both the Sum Insured or Market Value, We will pay up to the Sum Insured or the Market Value (whichever is the lesser).
- (c) Notwithstanding sub clause (b) above, if Agreed Value is shown in Your Policy Schedule against a Motor Vehicle item, the maximum We will pay is the Agreed Value.

## Limit of Cover

1. We will not pay more than:

- (a) the Sum Insured specified in Your Policy Schedule or in Settlement Clause 2 'New Motor Vehicle Replacement' for any one Accident or Theft of Your Motor Vehicle; or
- (b) the Sum Insured specified under the Finance Payout Protection clause for any one Accident to Your Motor Vehicle.

2. If Agreed Value is shown in Your Policy Schedule against a Motor Vehicle item, the maximum We will pay is the Agreed Value.

3. We will not pay more than \$12,500,000 in aggregate under Section 1 of this Policy Product 1 for all claims arising out of the same event Covered by Section 1 of this Policy Product 1.

## Recovery

### 1. 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:

- (a) the nearest authorised 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
- (b) a place of safety,

following loss or damage Covered by this Policy Product 1 unless it is Mobile Plant.

### 2. 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 Mobile Plant Recovery clause will not exceed \$250,000 (unless another amount is noted in Your Policy Schedule) for any one Accident.

### 3. Mobile Plant Recovery/Retrieval Costs - No Damage

In the event of Your Mobile Plant 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 Product 1.

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 \$25,000 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 Mobile Plant;
- (c) where You provide Your own equipment, for the purposes of recovery, settlement will be at cost without allowance for profit; and
- (d) Recovery of Your Mobile Plant provided in clauses 2 and 3 above does not extend to include salvage of any load carried at the time of the Accident.

### 4. 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 the arrester bed or arrester lane. Any claim under this Recovery clause is subject to an Excess of \$1,000.

## Automatic Additional Benefits to Section 1

Where We accept a valid claim under Section 1 of this Policy Product 1 for loss or damage to Your Motor Vehicle, the following Additional Benefits automatically apply.

# FOR YOU OR YOUR EMPLOYED DRIVER

### 1. Emergency Accommodation and Travel Expenses (excluding Mobile Plant)

Working away  
from base of operations: (over 100km  
from base of operations)

#### ✔ What is Covered

Where Your Motor Vehicle (excluding Your Mobile Plant) is involved in an Accident or Theft (outside a radius of 100km from Your base of operations) that is Covered under Section 1 of this Policy, We will also pay reasonable costs for:

- (a) emergency temporary accommodation for You, or Your employee driver (and passenger if applicable) if Your Motor Vehicle was unroadworthy or unsafe to drive as a consequence of the Accident or Theft;
- (b) emergency Travel Expenses to return You, or Your employee driver/operator (and passenger if applicable) to the point of departure or, at Your option, to your base of operations; or

### 2. Employee's Vehicles

#### ✔ What is Covered

Your Policy Product 1 is extended to cover loss of, or damage to, a Motor Vehicle belonging to Your employee, while such Motor Vehicle is being used in connection with Your Business.

The maximum We will pay under this benefit is \$20,000 for any one Accident. As far as allowed by law, this Additional Benefit will only apply in excess of any amount for which Your employee is otherwise insured. The Excess will be \$1,000.

This Additional Benefit only applies if Your employee's Motor Vehicle is a sedan, 4WD, station wagon, van or utility.

- (c) hiring another Motor Vehicle of similar make and model to continue the journey for delivery of the undamaged cargo.

This Additional Benefit is additional to the Sum Insured specified in Your Policy Schedule.

We will pay up to \$3,000 per claim in total under this Automatic Additional Benefit.

#### ✘ What is not Covered

We will not pay this benefit if:

- We have not accepted Your claim for loss or damage under Section 1;
- You do not allow us to arrange these benefits;
- the Motor Vehicle was not being used in connection with Your business; or
- Your Motor Vehicle is Mobile Plant.

#### ✘ What is not Covered

We will not pay this benefit if:

- We have not accepted Your claim for loss or damage under Section 1 of this Policy; or
- Your employee is using the Vehicle for personal use;
- Your Employee's Motor Vehicle is a goods carrying vehicle greater than 3.5 tonne GVM, trailer or Mobile Plant; or
- Anything otherwise excluded by this Policy.

### 3. Novated Lease

#### ✔ What is Covered

Cover under Policy Product 1 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 by You and specifically agreed to be insured by You, and where such Motor Vehicles are specified in Your Policy Schedule.

#### ✘ What is not Covered

We will not pay this benefit if:

- We have not accepted Your claim for loss or damage under Section 1; or
- The Motor Vehicle is not listed on Your Policy Schedule.

### 4. Operator/driver Personal Effects

#### ✔ What is Covered

Your employee operator/driver's personal effects for loss or damage that are not Covered by either Your or their household contents or personal effects insurance policy.

We will pay up to a limit of up to \$3,000 for household contents or personal effects and subject to deduction or allowance for age, depreciation, wear and tear of property, and for any one employee, any one claim.

#### ✘ What is not Covered

We will not pay this benefit if:

- We have not accepted Your claim for loss or damage under Section 1;
- the personal effects are computers, laptops, iPads and tablets, cash, money or jewellery.

### 5. Taxi or Ride Share Service Cover (excluding Mobile Plant)

#### ✔ What is Covered

If Your Motor Vehicle (excluding Mobile Plant) is lost or damaged within 100km of Your home base as a result of an Accident which We Covered under Section 1 of this Policy Product 1, We will reimburse You for Your taxi or ride share service fare from:

- (a) the location of the Accident;
- (b) to and from our authorised repairer when dropping off or collecting Your Motor Vehicle for repair.

This Additional Benefit is only payable if We accept and pay a claim for loss or damage to Your Motor Vehicle.

We will pay up to \$150 per claim under this Additional Benefit.

#### ✘ What is not Covered

We will not pay this benefit if:

- We have not accepted Your claim for loss or damage under Section 1;
- You do not allow us to arrange the repairs of Your Motor Vehicle;
- You are unable to provide us with a receipt for payment of the taxi or ride share service fare; or
- Your Motor Vehicle is Mobile Plant.

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

#### ✔ What is Covered

At Your option, where Your employee operator/driver requires hospitalisation as a result of an Accident for which We accept a 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 \$2,000 in total in any one Period of Insurance under this Additional Benefit.

#### ✘ What is not Covered

We will not pay this benefit if:

- We have not accepted Your claim for loss or damage under Section 1

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

#### ✔ What is Covered

We will Cover reasonable costs incurred by You or Your employees obtaining professional counselling as a result of trauma arising from an Accident involving a death or serious bodily injury.

We will pay up to \$1,000 per claim in total under this Additional Benefit.

#### ✘ What is not Covered

We will not pay this benefit if:

- We have not accepted Your claim for loss or damage under Section 1, or
- You do not allow Us to arrange these benefits.
- Any costs incurred which are Covered by Medicare or private health insurance for which We are not permitted by law to provide.

### 8. Modification For Disablement - Motor Vehicle

#### ✔ What is Covered

Where You or Your employee driver is permanently disabled in an Accident We accept as a valid claim under Section 1 of this Policy Product 1, We will pay the reasonable costs of modifying Your Motor Vehicle, to enable it to be driven safely.

We will pay up to \$10,000 per claim in total under this Additional Benefit.

#### ✘ What is not Covered

We will not pay this benefit if:

- We have not accepted Your claim for loss or damage under Section 1.

### 9. Death Away From Home

#### ✔ What is Covered

If Your employee operator/driver 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 the transportation of the deceased to a location within Australia nominated by the their next of kin.

We will pay up to \$2,500 in total under this Additional Benefit.

#### ✘ What is not Covered

We will not pay this benefit if:

- We have not accepted Your claim for loss or damage under Section 1.
- If the employee operator/drivers has committed suicide

## 10. Funeral Expenses

### ✔ What is Covered

We will pay the associated burial or cremation costs if the employee operator/driver of Your Motor Vehicle sustains a fatal injury during an Accident.

We will also pay 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 pay up to \$5,000 per claim and in total for all claims occurring during the Period of Insurance. This Additional Benefit will not be reduced by any accident compensation payment.

### ✘ What is not Covered

We will not pay this benefit if:

- We have not accepted Your claim for loss or damage under Section 1, or
- if the employee operator/driver has committed suicide.

## 13. Hire Motor Vehicle After Theft (excluding Mobile Plant)

### ✔ What is Covered

We will pay for the reasonable cost for a hire Motor Vehicle of same or similar GVM and configuration to Your Motor Vehicle for up to 15 days if Your Motor Vehicle (excluding Mobile Plant) 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:

- (i)** all running costs of the hire Motor Vehicle;
- (ii)** loss or damage to the hire Motor Vehicle; and
- (iii)** liability arising from the use of the hire Motor Vehicle.

We will not pay more than \$5,000 for any one claim subject to a maximum of \$350 per day.

### ✘ What is not Covered

We will not pay this benefit if:

- We have not accepted Your claim for loss or damage under Section 1,
- Your Cover option was Third party only; or
- Your Motor Vehicle is Mobile Plant.

# FOR YOUR MOTOR VEHICLE

## 11. Emergency Repairs

### ✔ What is Covered

You may carry out reasonable temporary repairs following Accidental loss or damage to a limit of \$5,000 without referral to Us, to return Your Motor Vehicle to a place of safety.

### ✘ What is not Covered

We will not pay this benefit if:

- We have not accepted Your claim for loss or damage under Section 1,
- Your Cover option was Third party only; or
- You are unable to provide us with a receipt for payment for Emergency Repairs.

## 14. Locks and Keys

### ✔ What is Covered

We will pay the reasonable cost of replacing the keys or re-coding Your Motor Vehicle's locks, or having your spare keys delivered via courier or driver service (if that delivery occurs within 150km from Your normal base of operations), if during the Period of Insurance the keys to it:

- (a)** have been Stolen (even if Your Insured Property was not);
- (b)** may have been duplicated and there are reasonable grounds to believe so.

We will pay up to \$5,000 in total in any one Period of Insurance under this Additional Benefit, subject to the applicable Excess payable for this Motor Vehicle.

### ✘ What is not Covered

We will not pay this benefit if:

- We have not accepted Your claim for loss or damage under Section 1.

## 12. Expediting Expenses

### ✔ What is Covered

If We have authorised repairs We will also pay for the reasonable costs incurred for express carriage rates and extra payment for overtime, night, Sunday or holiday pay incurred, to repair Your Motor Vehicle.

The most We will pay will be the lesser of up to 50% of the market cost for such services or \$25,000 in total, for any one claim.

### ✘ What is not Covered

We will not pay this benefit if:

- We have not accepted Your claim for loss or damage under Section 1.

### 15. Maritime Liability

#### ✔ What is Covered

Where 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.

#### ✘ What is not Covered

We will not pay this benefit if:

- We have not accepted Your claim for loss or damage under Section 1.

### 16. Reward Costs

#### ✔ What is Covered

If Your Motor Vehicle is Stolen, We will pay (if You have obtained Our prior written consent) for any reward offer made that results in the recovery of Your Motor Vehicle.

The maximum we will pay for any one Theft claim will not exceed \$5,000 for all reward offers made.

#### ✘ What is not Covered

We will not pay this benefit if:

- We have not accepted Your claim for loss or damage under Section 1; or
- You have not obtained Our written consent prior to paying or offering a reward.

### 17. Return of Motor Vehicle

#### ✔ What is Covered

If Your Motor Vehicle is damaged or Stolen, We will pay the reasonable cost of returning it to Your usual place of garaging/following its repair or its recovery after a Theft.

We will pay up to \$5,000 in total for any one claim.

#### ✘ What is not Covered

We will not pay this benefit if:

- We have not accepted Your claim for loss or damage under Section 1.

### 18. Signwriting

#### ✔ What is Covered

Where Your Motor Vehicle is repairable, We will pay for the reasonable cost of reinstatement of existing signwriting and artwork existing at the time of Accidental loss or damage.

#### ✘ What is not Covered

We will not pay this benefit if:

- We have not accepted Your claim for loss or damage under Section 1.

### 19. Dry Hire - Mobile Plant

#### ✔ What is Covered

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 a written hire agreement is in place and is not subject to any terms that prevent Us claiming from the hiree or conditions that restrict Our right of recovery for loss or damage under Section 1 of this Policy Product 1.

#### ✘ What is not Covered

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

### 20. Appreciation/Escalation

#### ✔ What is Covered

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:

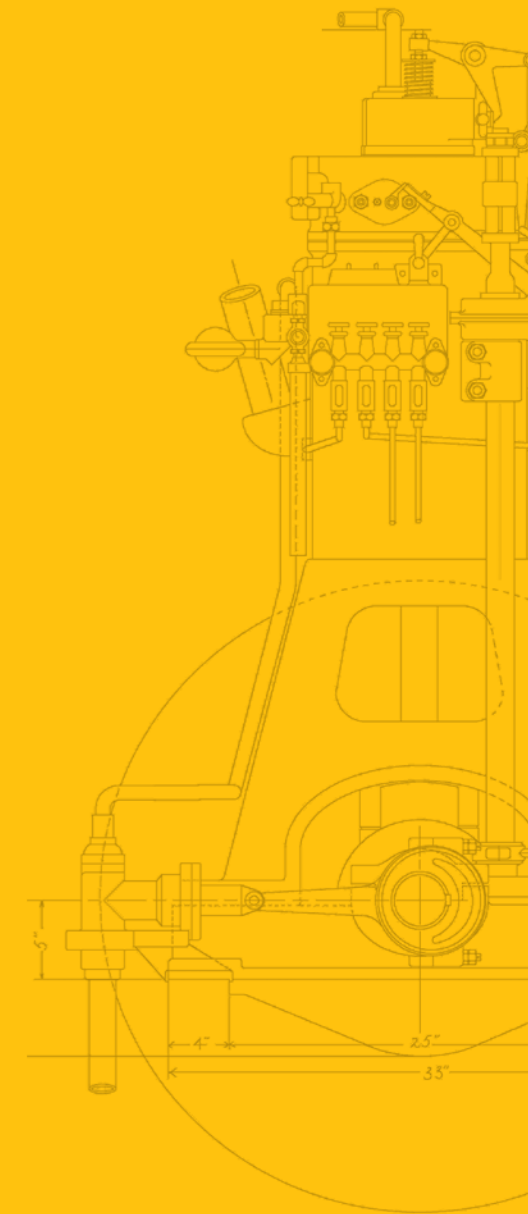
- (a) the Sum Insured was the same as Your Mobile Plant’s Market Value at the start of the Period of Insurance; and
- (b) the Market Value immediately prior to the Accident or Theft exceeded the Sum Insured.

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.

### 21. Fire Suppression System Recharge

#### ✔ What is Covered

Where We have accepted a claim for damage to Your Mobile Plant as a result of a fire that also involved the discharge of the automatic fire suppression system, then We will pay up to a maximum of \$1,500 toward recharging this system for each unit of Mobile Plant, per Period of Insurance. Where we have declared Your Mobile Plant is declared a Total Loss, this additional benefit will not apply.





## Optional extensions to Section 1

The following Optional Extensions are available at extra cost and are not automatically applicable and will only apply if they are noted in Your Policy Schedule against one of the Motor Vehicle items.

All Optional extensions are subject to all of the other terms, Conditions, Exclusions, and Definitions of the Equipment and Machinery Insurance Policy.

### Agreed Value - Eligible Rigid Vehicles Only

If Agreed Value is noted in Your Policy Schedule against one of Your Motor Vehicles that is a rigid body truck which sustains a Total Loss Covered under Section 1 of this Policy Product 1, We will pay up to the Agreed Value.

### Windscreen or Window Glass - One Excess Free

We will pay for the repair or replacement of a broken windscreen or window glass on Your Motor Vehicle without Excess, provided no other loss or damage has occurred.

We will only waive the Excess for one breakage for each Motor Vehicle during the Period of Insurance.

This Cover only applies if this Optional Extension is shown against a Motor Vehicle noted in Your Policy Schedule.

### Rental Rigid Truck following Accident - 7 days

Where Your Motor Vehicle is a rigid body truck that sustains loss or damage Covered under Section 1 of this Policy Product 1, We will Cover You for the reasonable cost necessarily incurred to hire-in a rigid truck with the same or similar GVM and configuration.

We will pay up to a limit of \$250 per day for a period of 7 days, subject to a maximum payment of \$1,750.

We will not Cover You once Your rigid body truck has been repaired, replaced or when We agree a cash settlement, whichever occurs first.

It is a condition of this Cover that We arrange the hire provider (if available).

We will **not** pay:

- (a) if Your Motor Vehicle is Stolen;
- (b) if Your Motor Vehicle is not a rigid body truck;
- (c) for a hire period more than 7 days in total;
- (d) the running costs of the rental truck;
- (e) loss or damage to the rental truck, including any damage excess;
- (f) liability to third parties arising from Your use of the rental truck; or
- (g) for any other non-rental costs which You may be liable to pay for under a hire agreement.

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

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

### 1. Deterioration, malfunction or fault

Loss or damage to Your Motor Vehicle as the result of:

- (a) depreciation, wear and tear, metal fatigue or corrosion;
- (b) mechanical events, including over-revving of the engine, or electrical or electronic events, any one of which results in breakdown, failure or malfunction of Your Motor Vehicle; or
- (c) faulty design or workmanship.

### 2. 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.

### 3. Equipment in Use

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

### 4. 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.

### 5. Tyre And Track Damage

Loss or damage caused to Your Motor Vehicle'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

unless there is other damage to Your Motor Vehicle that is Covered under Section 1 of this Policy Product 1.

### 6. Your Consequential Loss

Loss incurred by You as a consequence of an inability to use Your Motor Vehicle as a result of Accidental loss or Theft.

### 7. Obsolete Parts

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

### 8. Voluntary Parting With Possession or Title

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

### 9. Incorrect Fuel or Additive, Inadequate Oil, Coolant or Lubricant

Loss or damage to:

- (a) Your Motor Vehicle caused by the use (or misuse) of an incorrect fuel type or additive, unless Your Motor Vehicle is a sedan, car, station wagon, 4WD, utility or van less than 4.5 tonnes GVM); or or
- (b) Your Mobile Plant caused by a failure to maintain adequate oil, coolant or lubricant.

However, this Exclusion 9b. will not apply to an Accident or fire caused by such failure which results in loss or damage to Your Mobile Plant.

## Additional Mobile Plant Exclusions that apply to Section 1 of this Policy Product 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 and there is **no Cover** for:

### 1. Alterations/Improvements

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

### 2. Tidal Movement

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

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

### 3. Plant on Watercraft

Loss or damage to Your Mobile Plant during loading to, unloading from, or 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 a result of the inherent consumable or replacement nature of such parts unless their repair or replacement was caused by an Accident that would otherwise be Covered 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 liquidator, administrator or receiver of the hirer of Your Mobile Plant takes possession of Your Mobile Plant and You have failed to register Your interest on Your Mobile Plant under the Personal Property Securities Act 2009 (PPSA).

# SECTION 2 LEGAL LIABILITY TO THIRD PARTIES

## IMPORTANT NOTICE

*Section 2 of this Policy Product 2 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 Motor Vehicle, We extend this definition to mean Your Motor Vehicle 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 of Policy Product 1

**1. 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 Motor Vehicle;
- (ii) by and during loading or unloading merchandise onto or off Your Registered Motor Vehicle direct to or from a fixed place of rest beside Your Registered Motor Vehicle; or
- (iii) by merchandise or equipment/ components of Your Registered Motor Vehicle, falling on, in or from Your Registered Motor Vehicle.

**2. We will also indemnify:**

- (a) You and Your employee; and
- (b) any person You have authorised to drive Your Motor Vehicle 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 Motor Vehicle:
  - (i) with Your express permission and authority; and
  - (ii) on a journey that is approved and authorised by You.

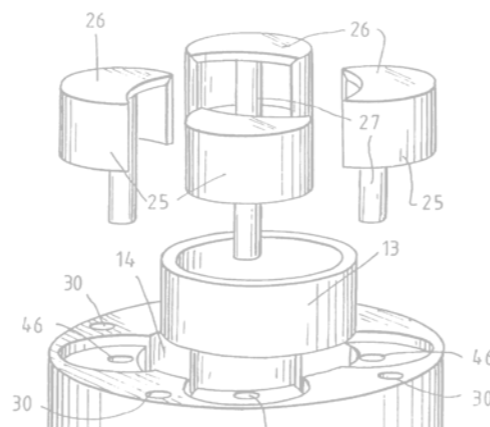
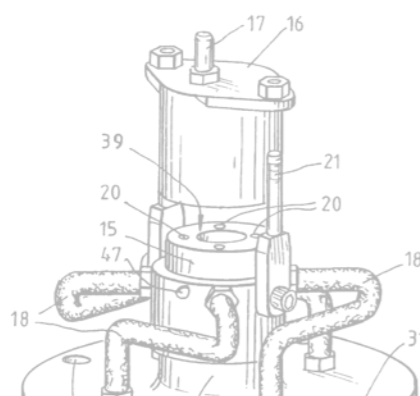
**3. Non Dangerous Goods**

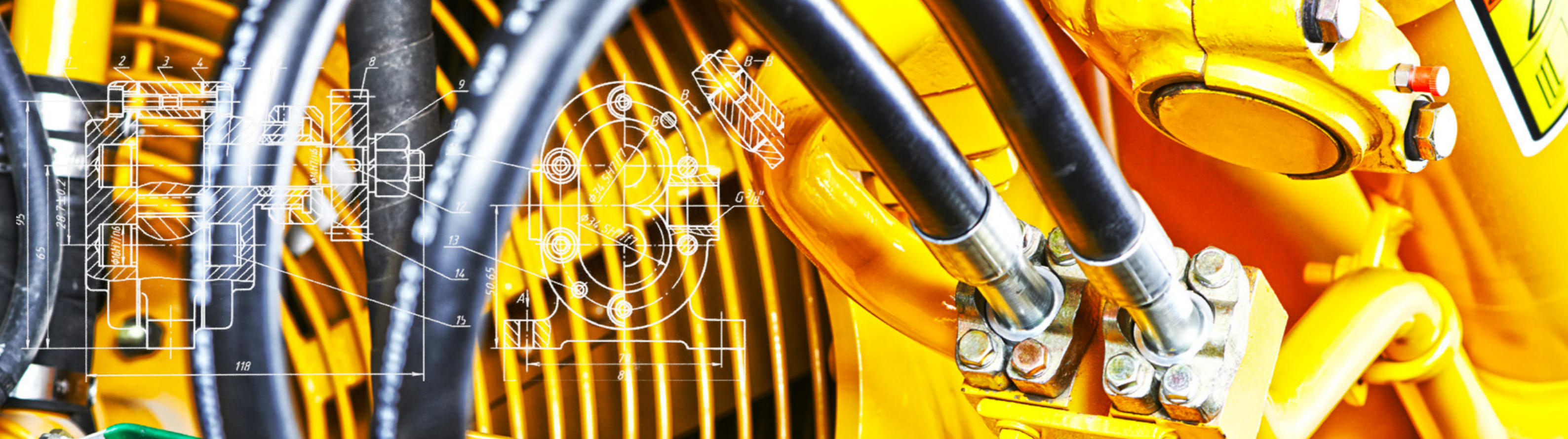
**(a) Carrying liability**

Where the cargo of Your Registered Motor Vehicle is not Dangerous Goods the Limit of Indemnity is up to \$32,500,000 in total (unless another amount specified in Your Policy Schedule) but subject to the limit for 'Removal of non-dangerous debris' in clause 3(b).

**(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 merchandise 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 \$25,000 arising out of that Accident.





## Cover: What You Are Insured For in Section 2 of Policy Product 1 (cont.)

### 4. Dangerous Goods

#### (a) Carrying Liability Cover

- (i) Cover for the carriage of any substances or articles declared by any statute, regulation, industry code or regulatory authority to be Dangerous Goods (including diesel) of a quantity that requires the load to be a placard load, is excluded under Your Equipment and Machinery Insurance Policy (See Exclusion 20 of the Exclusions that apply to all Sections of Policy Product 1).
- (ii) Notwithstanding clause 4(a)(i), where Your Registered Motor Vehicle's quantity of Dangerous Goods (including diesel) carried is less than the quantity that requires the load to be a placard load, We will indemnify You for Accidental loss or damage in total for any loss / any one Combined Unit up to a limit of \$1,250,000, subject to the limit of indemnity for asbestos in clause 4.(b)(iii) - Clean up - Asbestos.

- (iii) Dangerous Goods declared by statute, regulation, industry code or regulatory authority to be too dangerous to transport by road are expressly excluded from Cover under this clause 4.

#### (b) Clean up

- (i) **Public Authority Costs:** Within the limit of indemnity in clause 4.(a)(ii) above, 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 Accidental escape of contained Dangerous Goods indemnified by this clause 4 and not otherwise excluded under Exclusion 20 of the Exclusions that apply to all Sections of Policy Product 1.

#### (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 4.(a)(ii) 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 clause 4.(a)(ii).

- (iii) **Asbestos:** Notwithstanding Specific Exclusion 5 that applies only to 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

In respect of any one claim or series of claims arising from any one Accident, Our total liability (inclusive of all costs, charges and expenses) under this Section 2 will not exceed:

- \$32,500,000 as the Limit of Indemnity for the carriage of non-Dangerous Goods (unless another amount is shown in Your Policy Schedule); or
- \$1,250,000 (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); or
- as otherwise limited in clauses 3 and 4 of this Section 2 Cover.

### 6. Defence Costs

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

When We reimburse Your defence costs We will do so in the proportion that the applicable Limit of Indemnity (under the relevant clauses 3 or 4 of Section 2 of this Policy Product 1) bears in relation 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 Section 2 of this Policy Product 1) for damages occurring during the Period of Insurance, which are caused by You and arising out of using Your Registered Motor Vehicle on their behalf.

## Automatic Additional Cover for Section 2

### 1. Car Parks clause

We will not apply Exclusion 1(b) of the Specific Exclusions that Apply 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 You are comprised of more than one party, the words 'You' and 'Your' will be considered as applying to each party comprising You, in the same manner as if that party were the only party named herein as You, and We waive all rights of subrogation or action which We may have acquired against any such party. Nothing contained in this clause will operate to increase Our Limit of Liability for these sections under this Policy Product 1.

### 3. Contract Drivers

(a) Subject to clause 3(b) of this Automatic Additional Cover, where there is a valid claim under Section 2 of this Policy Product 1, if Your Registered Motor Vehicle 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 Motor Vehicle:

- (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 Motor Vehicle 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. Disabled Motor Vehicle Under Tow

Notwithstanding Exclusion 1(b) of the Specific Exclusions that Apply Only to 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 Motor Vehicle provided You are not towing the disabled motor vehicle for reward or financial gain.

### 5. 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 Motor Vehicle resulting in the attendance of members of any of:

- (a) the fire brigade;
  - (b) the police; or
  - (c) other emergency service personnel,
- but there is no Cover for Public Authority Costs for the administration of the clean-up of Dangerous Goods debris as provided under clause 4(b)(i) Dangerous Goods Clean up - Public Authority Costs of Section 2 Cover of this Policy Product 1.

### 6. 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 Motor Vehicle.

### 7. 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 Automatic Additional Cover.

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

This Policy's coverage, exclusions and conditions continue to apply to this Automatic Additional Cover.

### 8. Substitute Motor Vehicle and Mobile Plant

Section 2 Cover is extended to Cover Your liability arising from the use of registered Motor Vehicle and registered Mobile Plant in connection with Your business that You do not own but have in Your possession as a substitute for Your Motor Vehicle or Mobile Plant whilst undergoing repair or service.

Section 2 Cover and its exclusions as well as the Policy terms, conditions and exclusions (including the Tool of Trade exclusion) continue to apply to this Automatic Additional Cover.

### 9. Release

Notwithstanding Exclusion 7 to Section 2 of this Policy, We agree to waive any rights and remedies or relief to which We may become entitled by subrogation against any municipal or government or semi-government or other statutory authority whenever You have been required by contractual agreement to release such parties from liability arising from any event insured against by this Policy.

### 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.

In all other respects, this Policy's Coverage, exclusions and conditions remain unaltered.

## 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 (Cth), 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 2

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

### 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
- (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 Motor Vehicle;
  - (A) where You or any person using Your Registered Motor Vehicle 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 Motor Vehicle 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 a breach of a term or condition of such a scheme or the failure to:

- (i) register and/or acquire such insurance for Your Motor Vehicle;
- (ii) comply with term or condition of such a scheme; or
- (iii) 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 Motor Vehicle (or in a registered motor vehicle or a registered mobile plant). However if at the time the Personal Injury occurs Your Registered Motor Vehicle is a:

- (A) Queensland Registered Motor Vehicle, or
- (B) New South Wales Registered Motor Vehicle,

We will pay if, and only if, the defect in (A) and (B) above does not cause loss of control of the Registered Motor Vehicle while it is driven;

- (iii) arising out of the use of any Registered Motor Vehicle adapted to and running on rail or tram tracks.

- (iv) arising out of the use of Queensland registered Mobile Plant, and the Personal Injury occurs whilst such registered Mobile Plant is on land designated as a road according to law.

- (v) arising out of the use of a trailer registered in Queensland or New South Wales whilst that registered trailer is being towed by a registered motorised vehicle or is running out of control having become detached accidentally from a registered motorised vehicle at the time the Personal Injury occurs.

- (vi) arising out of the use of or in connection with Your Registered Motor Vehicle, if Your Motor Vehicle is registered in the Northern Territory; or

- (vii) arising out of the use of Your Registered Motor Vehicle 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 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 any aviation activity and/or any activity either within or on airport taxi-ways, parking stations, landing grounds, tarmac or the like, all known as airside, or any temporary landing ground caused by Your Motor Vehicle.

### 7. Liability Under Agreement

For liability accepted by You under any contract, warranty, undertaking or agreement, unless that liability would have attached 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 Motor Vehicle.

### 8. Vibration

For liability incurred by or through vibration caused by Your Motor Vehicle.

### 9. Tool of Trade

For liability incurred or caused by the use of Your Motor Vehicle as a mechanical Tool of Trade. However, this exclusion will not apply where:

- (a) a crane arm attached to Your goods carrying Registered Motor Vehicle is used for the purpose of loading or unloading merchandise (see the Cover clause 1(b)(ii) of Section 2 of this Policy Product 1), but this exception to Exclusion 9 does not apply to any liability for loss or damage to the merchandise attached to the crane arm which is excluded from Cover; 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.

## Extensions to Sections 1 and 2 of Policy Product 1 - Automatic Benefits

### 1. Automatic Inclusion of Additional Motor Vehicle

Any additional and/or replacement Motor Vehicle 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 30 days of acquisition;
- (b) the Motor Vehicle is of a like and similar kind to those already insured by this Policy Product 1;
- (c) the Motor Vehicle is used in similar operations to Your existing business;
- (d) You supply any supporting risk information as We may require;
- (e) the Excess payable on the newly acquired Motor Vehicle will be the same as the Excess for a like and similar kind of Motor Vehicle currently insured by this Policy; and
- (f) the required additional premium is paid.

For a Motor Vehicle with a Market Value in excess of \$250,000, the Sum Insured under Section 1 of this Policy Product 1 will be limited to \$250,000. 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 will not apply where You prove to Us that such excess weight 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 Motor Vehicle(s) to be insured;
- (d) the acquired company is of a similar nature and operation to Your existing business; and
- (e) You pay the additional premium We assess as applicable.

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

### 4. Additional Interests

- (a) Your Policy Product 1 extends to include the interests of lessors, financiers, trustees, mortgagees, owners and other parties financially interested in the Motor Vehicle, the nature and extent of such interest to be disclosed in the event of loss, damage or liability.

- (b) 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.

- (c) Each party is bound to the terms, conditions and exclusions of the Policy.

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

Notwithstanding 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 Equipment and Machinery Insurance Policy is extended as follows:

#### Section 1

- (a) You are indemnified for loss or damage to a single trailer which is not owned, mortgaged, leased, rented 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.

- (b) The basis of indemnity will be in accordance with the Settlement clause 'How Much do We pay for Own Damage' under Section 1 of this Policy Product 1 but for no more than a maximum of \$75,000 (unless another amount is noted in Your Policy Schedule).

- (c) The Settlement clauses 'New Motor Vehicle Replacement' and 'Finance Payout for Total Loss' in 'How Much do We pay of Own Damage' in Section 1 of this Policy Product 1 do not apply to this Automatic Benefit.

#### Section 2

Further:

- (a) Section 2 of this Policy Product 1 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 Product 1 under this Automatic Benefit.

- (b) Section 2 of Policy Product 1 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.

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

- (d) Where Cover is required for more than one single trailer, 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.

- (e) In all other respects, the Policy terms, exclusions and conditions continue to apply to this Automatic Benefit

## SECTION 3 TERRORISM LOSS OR DAMAGE

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

This Section does not apply to and there is no Cover for 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 Working Accessories.

### Cover

We will pay for loss or damage to Your Motor Vehicle as a result of Terrorism occurring to it.

### How We settle Your claim.

We will, at Our option, either:

1. repair, reinstate or replace the damaged parts of Your Motor Vehicle;
2. pay the amount of the loss or damage; or
3. replace Your Motor Vehicle.

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

## Exclusions That Apply To All Sections of Policy Product 1

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

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

Loss or damage to Your Motor Vehicle or any liability arising from Your Motor Vehicle 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 alcohol to such an extent so as:
  - (i) to be incapable of having proper control of Your Motor Vehicle;
  - (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 Motor Vehicle; 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 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;
  - (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:
  - (i) You did not consent to Your Motor Vehicle 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 Motor Vehicle 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 Motor Vehicle 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 Motor Vehicle or any liability arising from Your Motor Vehicle carrying, lifting, hauling, towing or being operated in a manner so that Your Motor Vehicle, its load or the number of passengers carried exceeds:

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

However this exclusion will not apply if:

- (i) the Accident was not caused by or contributed to by Your Motor Vehicle 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 Motor Vehicle 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 Motor Vehicle 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 Vehicles

Loss or damage to Your Motor Vehicle 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 Motor Vehicle or any liability arising whilst it is being driven by You or any person 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 whom You knew or ought reasonably to have known was not licensed, entitled or authorised to do so by law.

### 6. Hire, Fare or Reward

Loss or damage to Your Motor Vehicle or any liability arising from it being used as a taxi, for rideshare purposes 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 Motor Vehicle or any liability arising from it being the subject to any agreement for hire, lease, let or loan by You to any other party.

### 8. Fuel System Compliance.

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

### 9. Illegal Alterations or Modifications

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

- (a) the Motor Vehicle Standards Act 1989 and the regulations made thereunder;
- (b) the Australian Standard;
- (c) the Australian Design Rules; or
- (d) the manufacturer's standard design.

### 10. Dual or Multi Lifting Operations

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

### 11. Lawful Seizure

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

### 12. Connivance

Loss or damage to Your Motor Vehicle 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 Motor Vehicle 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) whether being driven or stationary having been driven.

### 14. Theft

Loss or damage to Your Motor Vehicle or its Extras or Working Accessories or any liability arising from the Theft of Your Motor Vehicle, Extras or Working Accessories by:

- (a) You;
- (b) any person to whom Your Motor Vehicle 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 Motor Vehicle 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 Motor Vehicle secure

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

## Exclusions That Apply To All Sections of Policy Product 1 (cont.)

### 16. Mobile Plant Operating outside of regulations and instructions

Loss or Damage to Your Mobile Plant 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 strict compliance with systems and procedures imposed or recommended by law, international standards, Australian Standards, industry standards and manufacturers' and distributors' recommendations or 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 Mobile Plant in a manner other than that which it was designed or intended, exclusion 16(b) will not apply, but We will not waive Our subrogation rights (where allowed at law) against the operator of Your Mobile Plant.

### 17. Caravans/Trailers

Loss or Damage to Your caravans and like trailers or any liability arising where:

- (a) the loss or damage to annexes, camping equipment and the like, is caused by wind or storm;
- (b) 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 caravan; or
- (c) any loss or damage occurs as a result of Theft or burglary of equipment and/or contents from the caravan or trailer, unless the Theft or burglary is due to visible violent and forcible entry to the locked caravan or trailer, including windows thereto.

### 18. Articulated Motor Vehicles - Inexperienced drivers

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

- (a) Livestock or Refrigerated Goods are carried where the destination is in excess of 450km from Your base of operations;
- (b) the radius from its base of operations for its journey is greater than the allowable radius listed below and it is driven by or in the charge of a person with less than the total Australian articulated driving experience for

the number of trailers and cargo type listed in the table below and for which the articulated Motor Vehicle is designed to carry; or

- (c) there is no allowable radius from its base of operations for its journey if it is driven by or in the charge of a person with less than the total Australian articulated driving experience for the number of trailers and cargo type listed in the table below and for which the articulated Motor Vehicle is designed to carry.

For the purposes of this Exclusion 18 a Converter Dolly is not a trailer.

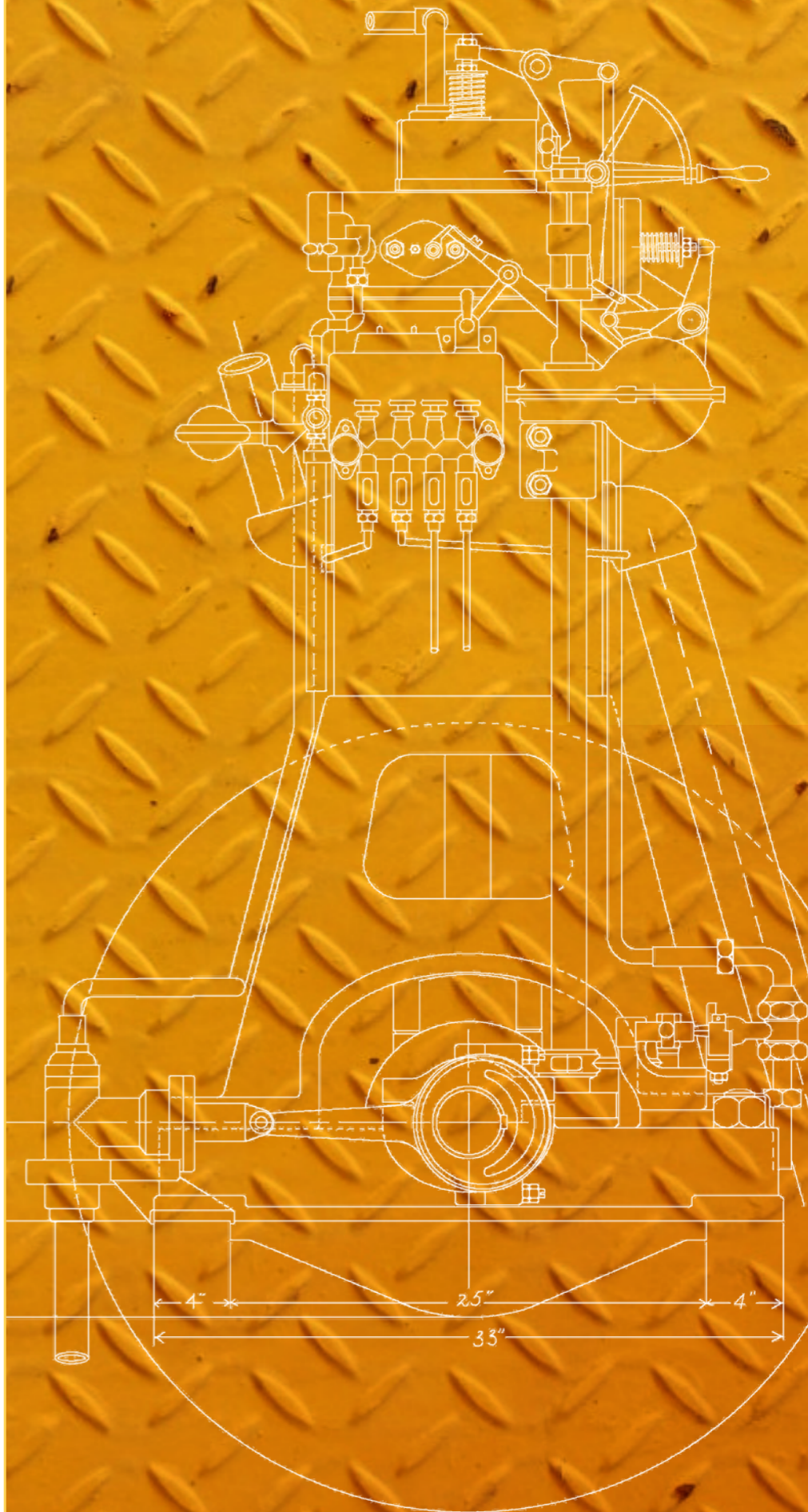
Cargo Type	Total Australian Articulated Driving Experience	Number of Trailers	Allowable Radius
Livestock	Less Than One Year	One Trailer	0 - 200 KMS
		B-Double, B-Triple or Two or more Trailer Roadtrain	None
	More than One Year	One trailer, B-Double / B- Triple or Two Trailer Roadtrain	0 - 450 KMS
		3 or more trailers Roadtrain	None
Two Years MC	3 or more trailers Roadtrain	0 - 450 KMS	
Refrigerated Goods	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 (Incl. Two Years MC)	3 or more trailers Roadtrain	0 - 450 KMS	
All other cargo types	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		

### 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. Dangerous Goods - Placard load quantity

Loss or damage to Your Motor Vehicle or any liability arising from the use of Your Registered Motor Vehicle for the carriage of any substances or articles declared to be Dangerous Goods (including diesel) of a quantity that requires the load to be a placard load.





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

### 1. Reasonable Care

At Your own expense You and any person acting for You or on Your behalf must exercise reasonable care and take precautions and use 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 Motor Vehicle is sold or transferred to a new owner, Cover over that Motor Vehicle is cancelled from the time of the sale or transfer. We will refund the premium for the unexpired Cover for that Motor Vehicle subject to the Cancellation condition that applies to all Policy Products.

### 3. Territorial Limits

Your Policy Product 1 provides Cover for Your Motor Vehicle 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 and all are payable at the time a claim is accepted by Us.

#### (b) Excess payable:

You must pay the amount specified in Your Policy Schedule as the Excess applicable to Your Motor Vehicle 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, 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) Not At Fault & Recoverable Excess

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

- (i) Your Motor Vehicle 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 full details of the third party driver who is at fault (name, telephone number, current address and / or drivers licence number and vehicle registration);
- (iv) We deem that the claim is recoverable; and
- (v) the amount of Your claim is greater than the applicable Excess(es). However, You must pay any applicable Excess(es) where:
  - (a) the other party disputes who is at fault, or
  - (b) there is only windscreen (or window glass) damage and the optional extension "Windscreen - One Excess Free" is not listed on Your Policy Schedule.

### (d) Age &/or Inexperienced Driver/Operator Excess:

Where Cover is granted under this Equipment and Machinery Insurance Policy:

- (i) 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
- (ii) the driver or person in charge of Your Motor Vehicle that is the subject of Your claim falls within the acceptable criteria of age or inexperience for the types of Motor Vehicle listed in the Tables following, an additional Excess will apply.

<b>DRIVING/IN CHARGE OF</b>	<b>Driver/ Operator Age</b>	<b>Experience in license class of person driving/in charge of Motor Vehicle</b>	<b>Additional Excess payable</b>
Over (12 tonne GVM) or 10 tonne goods carrying capacity vehicle	Under 21 years	Less than 2 years' experience	\$2,500
	21 and 22 years	2 years or more experience	\$1,000
An Articulated Motor Vehicle	under 23 years	Less than 2 years' experience	\$2,500
Mobile Plant	under 23 years	Less than 2 years' experience	150% of the Excess
All vehicles other than above	under 23 years	Less than 2 years' experience	\$750

### (e) Tipping:

In the event of an Accident whilst the tipping hoist located on Your Motor Vehicle is extending, extended or retracting, an additional Excess of 100% of the Excess applicable to that Motor Vehicle (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.

### (f) Out of Radius Excess

#### - Prime Mover

If in Our sole discretion We accept a claim for loss or damage to Your articulated Motor Vehicle or for legal liability that would otherwise be excluded from Cover by Exclusion 18 (Articulated Motor Vehicles - inexperienced drivers) that applies to all Sections of Policy Product 1, an additional out of radius Excess applies:

**Prime Mover \$5,000**

### (g) Fuel and Fluid 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.

### 5. 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 Specific to Mobile Plant in all Sections of Policy Product 1

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, these Additional Conditions do 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 strictly in accordance with:

- (i) manufacturers' and distributors' recommendations and guidelines; and
- (ii) systems and procedures imposed or recommended by law, international standards, Australian standards and industry standards; and

(b) ensure that anyone servicing, maintaining, using, or engaging in the operation of Your Mobile Plant complies strictly with:

- (i) manufacturers' and distributors' recommendations and guidelines; and

(ii) systems and procedures imposed or recommended by law, international standards, Australian standards and industry standards;

(iii) permit only qualified or adequately experienced persons to engage in the operation or use of Your Mobile Plant;

(iv) permit only persons who are licensed to operate Your Mobile Plant unless they are exempted by law from being licensed;

(v) ensure that anyone operating or using Your Mobile Plant is:

- (A) provided with suitable training in its operation or use and shown to be competent before operating or using it; and
- (B) not suffering from a physical or mental impairment of ability to operate or use it.

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

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

1. You must not authorise any repairs without Our consent.

2. Where You claim for repairable loss:

(a) 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;

(b) If in the course of repairing Your Motor Vehicle, it is necessary to repair it to a better condition than it was in before the loss or damage occurred, We may ask You to contribute the additional amount, above the amount which We reasonably believe represents the amount to repair it to the same condition, that is required to repair it to the better condition;

(c) We will direct You to Our network of authorised repairers approved by Us or We can agree a cash settlement;

(d) where the repairer network is not available or You decide not to use that network:

(i) You may be asked to obtain two (2) independent, competitive quotes from repairers;

(ii) We will review the quotes and what is necessary to properly repair Your Motor Vehicle; and

(iii) We will choose the repairer who has submitted the more competitive and complete quote to properly repair Your Motor Vehicle for You to authorise those repairs with Our consent.

(e) Where Your Motor Vehicle is within three years of its original registration after new manufacture, We will supply only new parts where available unless agreed otherwise with You.

3. Where You claim for Total Loss:

(a) We will declare Cover for Your Motor Vehicle as totally expended and will cancel Your Motor Vehicle which is

subject to a Total Loss from Your Policy Schedule without refund of premium;

(b) You must transfer the title and interests in Your Motor Vehicle to Us and We will be entitled to dispose of the remains and retain the proceeds of that disposal;

(c) You must pay Us the balance of the annual premium that remains outstanding for Your Motor Vehicle the subject of a Total Loss prior to claim settlement, by way of direct payment or deduction from the claim amount; and

(d) in the event of Theft of Your Motor Vehicle or any part, Extra or Working Accessory thereof, where Your Motor Vehicle or any such 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 Motor Vehicle or any such Stolen parts, Extra or Working Accessory.

4. Recovery after Theft:

Where Theft occurs and Your Stolen Motor Vehicle or any Stolen parts, Extra or Working Accessory are recovered prior to any payment of claim:

(a) You must take back Your Motor Vehicle or any such Stolen parts, Extra or Working Accessory if We require You to do so; and

(b) We will pay for any damage done to Your Motor Vehicle or any such Stolen parts, Extra or Working Accessory thereof by the thief or thieves as a result of the Theft.

5. Deciding who is at fault:

We will be solely responsible for deciding whether You contributed to the cause of an Accident giving rise to a claim under the Policy.

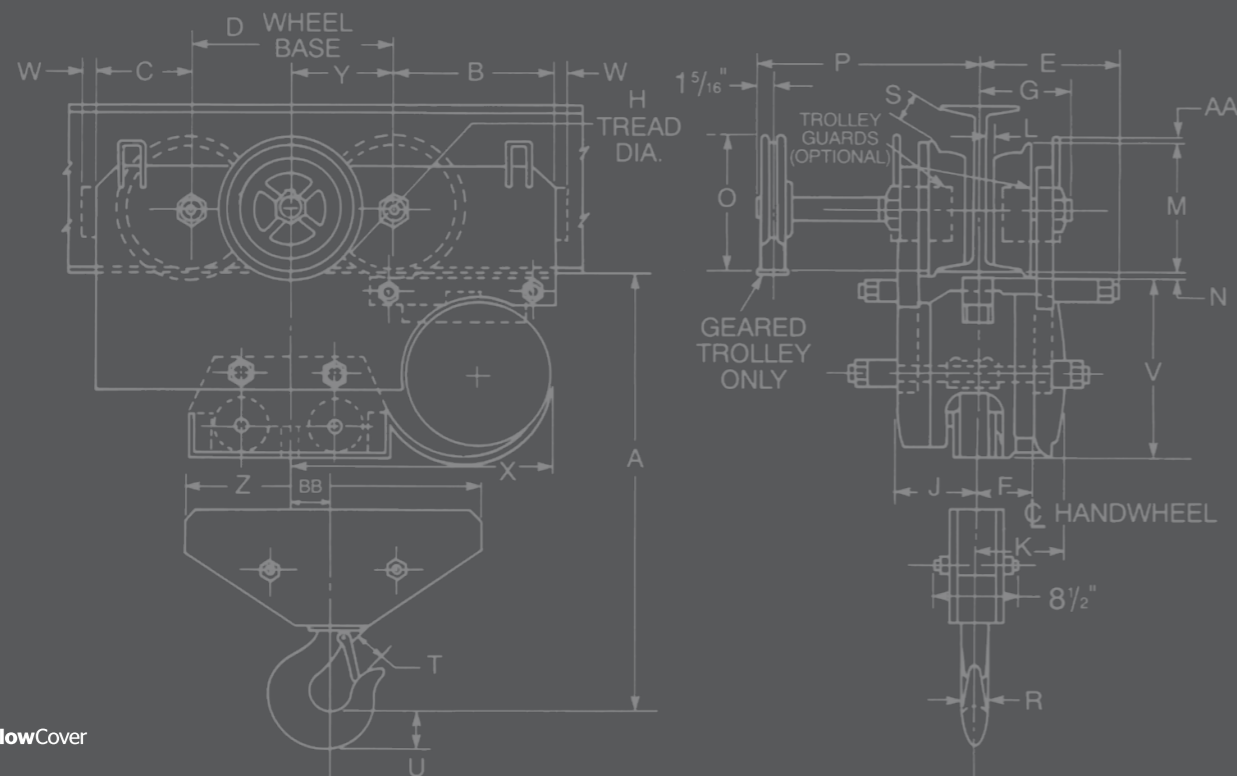


# POLICY PRODUCT 2 DOWNTIME

## 1. Introduction

This Policy Product is only available for eligible trucks, trailers and Mobile Plant. The Cover will not apply unless it is noted on Your Policy Schedule under a specific Motor Vehicle item.

Subject to the following terms and conditions, as well as General Exclusions and Conditions that apply to all Policy Products, this Policy Product 2 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 2

Word	Meaning
<b>Benefit Period</b>	means the number of weeks selected by You (as specified in Your Policy Schedule for this Policy Product 2).
<b>Completion Date</b>	Means means either the date We or the repairer (whichever is the first) informs You that Your Vehicle is repaired and is available for collection by You, or If You accept a cash settlement from Us rather than repairing the Vehicle, then the date We issue those funds payable to You (and / or other interested parties).
<b>Indemnity Period</b>	means the period of time that: <ul style="list-style-type: none"> <li>(a) 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>(b) ends at either the Completion Date, Replacement of the Vehicle Date or Total Loss Settlement Date, but in no circumstances will the Indemnity Period exceed the Benefit Period. However:               <ul style="list-style-type: none"> <li>(i) 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>(ii) 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>(iii) 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), 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> </ul> </li> </ul>
<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>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.
<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>Vehicle</b>	means the Motor Vehicle as specified in Your Policy Schedule in Policy Product 2.
<b>Vehicle Policy</b>	means Section 1 of Policy Product 1 of Your Equipment and Machinery Insurance Policy.
<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>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.

## Your Cover Under this Policy Product 2

### How We Will Settle Your Claim

If Loss or Damage to a Vehicle, specified in Your Policy Schedule of this Policy Product 2, is accepted by Us as a claim under Your Vehicle Policy, 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 2, occurred during the Period of Insurance.

### 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.

### 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 continue to pay Your Weekly Benefit remaining under the original claim for which the Vehicle repair is being reworked, up to the Maximum Benefit, whilst Your Vehicle is having rework completed. The Waiting Period does not apply to this Additional Benefit.

#### (b) Waiting Period reduction

Where an Accident occurs that results in a claim indemnified under this Policy, We will reduce the Waiting Period to nil 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 2

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

1. for the Weekly Benefit during the Waiting Period;
2. for the Weekly Benefit after:
  - (a) the 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 You elect to control, handle or complete the repairs to Your Vehicle Yourself;
5. if Your Vehicle is insured or indemnified (by a policy type covering commercial Vehicles) by any insurer other than Us;
6. for any losses or expenses 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;
7. 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;
8. for loss attributable to any business of Yours being wound up or carried on by a liquidator or receiver or otherwise being permanently discontinued;
9. if Your Vehicle was being hired out, without Your driver, at the time of the Loss or Damage to Your Vehicle;
10. 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;
11. 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
12. 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 2

### 1. When We Will Not Insure You

We will not insure You under this Policy Product 2:

- (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, Cover under this Policy Product 2 is cancelled for Your Vehicle and We will refund premium in accordance with General Condition 2 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 2, Cover for that Vehicle under this Policy Product 2 is cancelled without refund of premium.

### 2. Change of Ownership

Where Your Vehicle is sold or transferred to new ownership, Cover over that Vehicle is cancelled from the time of the sale or transfer and We will refund premium in accordance with the terms of General Condition 2 that applies to all Policy Products.

## General Conditions That Apply to All Policy Products

### 1. Due Observance

If You fail to comply with any provision of Your Policy, We may reduce or refuse to pay a claim, but in any event Our rights will be subject to the Insurance Contracts Act 1984 (Cth).

### 2. Cancellation

- (a) You may cancel Your Policy (or any individual Motor Vehicle item) 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 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) There are no cancellation fees if You cancel Your Policy and 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. Where You are registered (or required to be registered) for GST and entitled to an Input Tax Credit, You must inform Us of the extent to which You are entitled to an Input Tax Credit for the GST amount on the premium at or prior to You making a claim under Your Policy.
- (b) If you fail to correctly notify Us of your entitlement to an Input Tax Credit (including where you understate your entitlement) at or prior to a claim being made:
  - (i) you may be subject to GST on any resulting claim We may pay You;
  - (ii) this GST is included in the claim amount and no additional payment will be made to You for any GST liability that may arise for You on the settlement of a claim.
- (c) Despite the other provisions of this insurance (including provisions in the wordings, Your Policy Schedule or any endorsement) but subject to clauses 2(a) and 2(b):
  - (i) Our liability to You will be calculated taking into account any Input Tax Credit entitlement of Yours 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

- (ii) if the Sum Insured is not sufficient to Cover Your loss, We will only pay any GST (less any relevant entitlement to Input Tax Credits) 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 Circumstances

During the Period of Insurance, You must give immediate notice to Us of any change in circumstances from those which existed at the time Your Policy of Insurance was accepted. We will not be liable for any claims after such a change, unless We previously agreed to the change in writing.

### 6. Law & Jurisdiction

Your Policy is governed by and is construed in accordance with the laws of the Commonwealth of Australia. Any dispute relating to Your Policy must be submitted to the state or territory in which Your Policy was issued.

### 7. Notices

Where there is more than one of You, any notice given by Us under Your Policy to any one of You will be deemed to be notice given to all of You.

### 8. 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.

### 9. 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.

### 10. 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 this 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 Motor Vehicle, Extras, Working Accessories, plant and equipment, machinery, implements and everything used in Your business in proper repair and sound condition.

### 11. Subrogation

- (a) 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.
- (b) If there is any recovery by way of subrogation that includes both Our loss and Your loss, We and You will be entitled to our individual pro rata proportions of the recovered amount (that includes any interest component).
- (c) For the purposes of this clause 11, loss includes any legal and administrative costs incurred by either party in the recovery.

### 12. 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 Your Policy, but without Our written authority You have agreed with or given an undertaking to that person, 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.

### 13. Other Interested Parties

- (a) Your Policy does not provide Cover for 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 are bound by the terms, conditions and exclusions of Your Policy.
- (c) If any financier has an interest in any Motor Vehicle 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.

### 14. Fraudulent disclosure or misrepresentation

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

## General Claims Responsibilities That Apply To All Policy Products

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

1. take all reasonable measures to avoid or minimise any further loss, damage, liability or expense;
2. not make any admission, offer, promise, payment or grant an indemnity without Our written consent;
3. tell Us all the details of the loss immediately either by submission of a claim form or by providing the information required by Us, 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
4. pay the Excess to Us at the time of lodgement of a claim;
5. give Us all 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;
6. notify Us of any other insurance that also provides insurance for any claim under Your Policy;
7. in the event of loss caused by burglary, Theft and/ or malicious damage, notify the police immediately and provide them with all assistance to apprehend the offending party;
8. not make any false declaration or statement in support of any claim under Your Policy; and
9. 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:

10. 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
11. We may take over and conduct in Your name the defence or settlement of any claim or prosecute in Your name for Our benefit, any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim.

## General Exclusions That Apply To All Policy Products

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

### 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 & Penalties

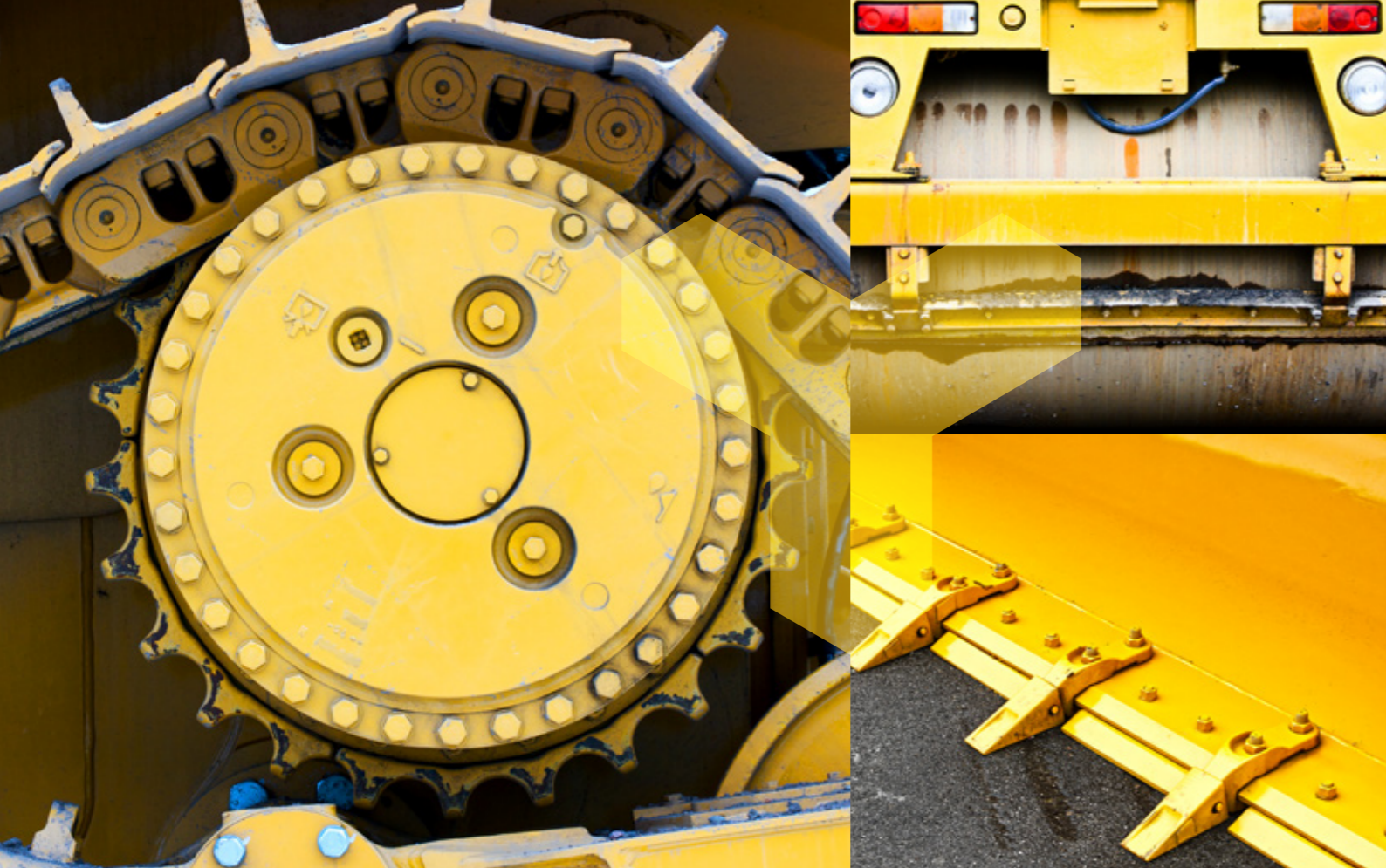
For any amount of aggravated exemplary or punitive damages or fines or liquidated damages awarded against You or imposed on You or incurred under a penalty clause, or in respect of infringement of copyright or patent, or any other penalty of whatsoever nature imposed on You or awarded against You.

### 7. Fraudulent, Wilful & 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) misconduct, by You or with Your consent or anyone acting on Your behalf that:
  - (i) contributes to; or
  - (ii) results in, any loss or damage or liability.





# BREAKDOWN SERVICE

Call us on 1800 827 747

The Equipment and Machinery Insurance Breakdown Service is a 24/7 dedicated Breakdown and roadside assistance service that provides support for eligible trucks, trailers and some Mobile Plant provided that the item for which the Service is required is insured under the Commercial Motor Policy (Policy Product 1).

## Definitions

Word	Meaning
<b>Breakdown</b>	means all services offered by this Breakdown Service including but not limited to emergency fuel delivery, tyre/wheel change, flat battery, lockout, hydraulic hose repairs, towing and message relay.
<b>Common Words</b>	Capitalised terms in these Breakdown Service Terms and Conditions have the meaning given to them in all sections of Policy Product 1 (Commercial Motor), unless otherwise defined in these Breakdown Service Terms and Conditions.
<b>Eligible Vehicle</b>	means a registered Motor Vehicle or Mobile Plant that are described as insured with Us on Your Policy Schedule.
<b>Limit of Cover</b>	means the maximum monetary limit of cover for the period commencing on the date and for the period shown in Your Policy Schedule.
<b>We, Our</b>	means this Breakdown Service provided by NTI Limited ABN 84 000 746 109 AFSL 237246.

When You request request this Breakdown Service it is provided subject to the terms and conditions and exclusions set out as follows:

## What service do We provide?

This Breakdown Service is available Australia wide 24 hours a day. We provide the following service for Your Eligible Vehicle at Your home, Your business or at the roadside:

### 1. Emergency fuel delivery

(a) We will provide sufficient fuel for Your truck or Mobile Plant to be driven to the nearest fuel supply outlet unless it is not possible or impractical for Us to do so. In that case We will provide a tow to the nearest fuel supply outlet, subject to the maximum Limits shown on the next page of this document.

(b) Any parts or additional labour supplied at the Breakdown are not covered by the Breakdown Service and Your driver or operator must pay for these costs at the time of supply.

### 2. Tyre or Wheel Change

(a) We will dispatch Our Breakdown Service provider to assist Your driver to remove the wheel with the damaged tyre and fit the spare wheel using Your Motor Vehicle's or Mobile Plant's original jack and wheel nut brace and spare tyre/wheel combination.

(b) Where the spare tyre/wheel combination is not serviceable, roadworthy or compatible, a tyre service specialist may be dispatched.

(c) Drivers or operators needing assistance for a flat tyre and/or damaged rim, may be requested to assist the Breakdown Service provider at the roadside due to the combined weight of the tyre/wheel combination.

(d) Where it is deemed too hazardous to change a tyre/wheel combination at the roadside, towing will be arranged to the nearest point of safety subject to the maximum Limits shown on the next page of this document.

(e) Tyre fitting must take place on a hard, flat and even surface which can withstand the load (including the point load of a jack or axle stand) and full or partial unloading of the Eligible Vehicle may be required to increase stability.

(f) Any parts or additional labour supplied at the Breakdown are not covered by this Breakdown Service and Your driver or operator must pay for these costs at the time of supply.

### 3. Flat battery

(a) Our Breakdown Service provider will attempt to jump start Your truck or Mobile Plant but if the service provider deems the battery to be faulty a replacement can be arranged at the roadside and installed.

(b) A replacement battery and parts or additional labour supplied at the Breakdown are not covered by the Breakdown Service and Your driver or operator must pay for these costs at the time of supply.

### 4. Lockout

(a) This service has a maximum Limit of Cover of \$150 inclusive of GST.

(b) In the event of lost/locked-in keys our Breakdown Service provider will attempt to open Your truck or Mobile Plant.

(c) Forcible entry can cause damage so Your driver or operator may be asked to release Our service provider from any liability for damage caused by the forced entry.

(d) Alternatively, We may arrange, if practicable, for a locksmith to attend but there is no cover under the Breakdown Service for the cost of the locksmith which will be at Your driver's or operator's expense.

### 5. Hydraulic hose repairs

(a) If Your truck or Mobile Plant is disabled as a result of the failure of a hydraulic hose, this Breakdown Service will arrange a Service Provider to assist.

(b) Any parts or additional labour supplied at the Breakdown are not covered by this Breakdown Service and Your driver or operator must pay for these costs at the time of supply.

### 6. Towing

(a) If We are unable to rectify any fault within the Limit of Cover, We will arrange for Your truck or Mobile Plant to be towed to the nearest Breakdown Service subject to the Limits shown on the next page of this document.

(b) If the Breakdown occurs out of normal business hours Your truck or Mobile Plant will be stored and delivered to the nearest service provider as soon as practicable.

(c) If We are towing Your truck, We will also tow Your trailer provided it is safe to do so and towing the trailer with Your truck is fully compliant with all legislative requirements.

(d) This benefit is subject to the maximum Limits shown on the next page of this document and Your driver or operator must accept any additional towing costs incurred over and above the Limit of Cover.

(e) The decision whether Your truck or Mobile Plant requires towing is at the sole discretion of the Equipment and Machinery Insurance Breakdown Service provider.

### 7. Message relay

If Your Eligible Vehicle is disable, We will pass on messages to Your company, other drivers, customers or family members affected by the disruption caused by the breakdown.



## What are the Limits?

This Breakdown service is provided to a maximum value per Breakdown as outlined in the Limit of Cover in the box on the right for the period of cover, commencing from the "Start date" listed on Your Policy Schedule. This service is not transferable and is not cumulative.

### **BREAKDOWN SERVICE LIMIT OF COVER: Up to \$300 per Breakdown**

*Breakdown service is provided by Truck Assist, powered by NTI. Once Your Limit of Cover has been reached, any excess costs will be charged to You or Your driver prior to the services been undertaken. Additional cover is available under the Truck Assist website at [www.truckassist.com.au/roadside-assistance](http://www.truckassist.com.au/roadside-assistance)*

## What are the Conditions?

Conditions and limits apply to the Breakdown Service.

### 1. Putting safety first

**(a)** In providing the Breakdown Service Our service provider will always make Your safety and the safety of Your Eligible Vehicle as their first priority. Whether the service can be undertaken with that objective in mind rests in the sole discretion of Our Breakdown Service provider and where Our service provider deems that it is too hazardous to undertake the Breakdown Service, towing to the nearest point of safety will be arranged.

**(b)** It is the responsibility of Your driver or operator to take all reasonable steps to warn other road users of the Breakdown by activating the truck or Mobile Plant's hazard lights and placing warning triangles, signs or bollards so they are clear of oncoming traffic and are positioned at a distance in metres of twice the posted speed limit.

### 2. Eligible Vehicles

This Breakdown Service is only available for Eligible Vehicles.

### 3. Pre-existing condition

- (a)** Your Eligible Vehicle must be in a roadworthy and well maintained condition and have no pre-existing defects.
- (b)** If in the opinion of the Breakdown Service provider the Eligible Vehicle is not roadworthy or not well maintained Our service provider may still assist but this may be subject to additional cost that will be notified to You prior to any service being given.

### 4. Limit of Cover

- (a)** The Breakdown Service is subject to the Limit of Cover and individual sub-limits may apply to some services.
- (b)** The Breakdown Service is not transferable and is not cumulative.
- (c)** Once the Limit of Cover has been reached, any costs or expenses exceeding the Limit of Cover will be charged to Your driver or operator prior to the service being undertaken.

### 5. Additional Service Costs

- (a)** The costs for parts and additional labour to repair that are not covered by the Breakdown Service are the responsibility of Your driver or operator at the time the Breakdown Service is supplied.
- (b)** Any towing costs in excess of the Limit of Cover will be charged to Your driver or operator at the time of service.
- (c)** At the time of service You will be asked to supply credit card details that will be debited any costs or charges in excess of the limit of cover.

### 6. Service condition

The Breakdown Service is only provided on a constructed roadway that is legally trafficable by a conventional two-wheel drive vehicle or a towing recovery vehicle.

### 7. Remote areas

- (a)** In remote and sparsely populated areas towing may be provided as a safer, quicker and more cost-effective solution to getting Eligible Vehicle repaired and back on the road as

quickly as possible but You may experience delays in obtaining Breakdown Service due to lower availability of service providers in these areas and accessibility constraints.

- (b)** Remote areas are those areas within Australia that are sparsely populated and where service providers are not readily available.

### 8. Unattended trucks, trailers of mobile plant.

- (a)** The driver, or a representative, must wait with the Eligible Vehicle until the Breakdown Service provider arrives, unless previous arrangements have been made and agreed to by the attending service provider.
- (b)** Where Your driver or operator have elected to supply an authorised representative, the representative must hold a current and appropriate truck driver's or operator's licence in case the Eligible Vehicle is required to be moved.
- (c)** Where the Eligible Vehicle is found to be unattended, any subsequent calls for assistance will be at the Your driver's or operator's expense.

### 9. Special equipment

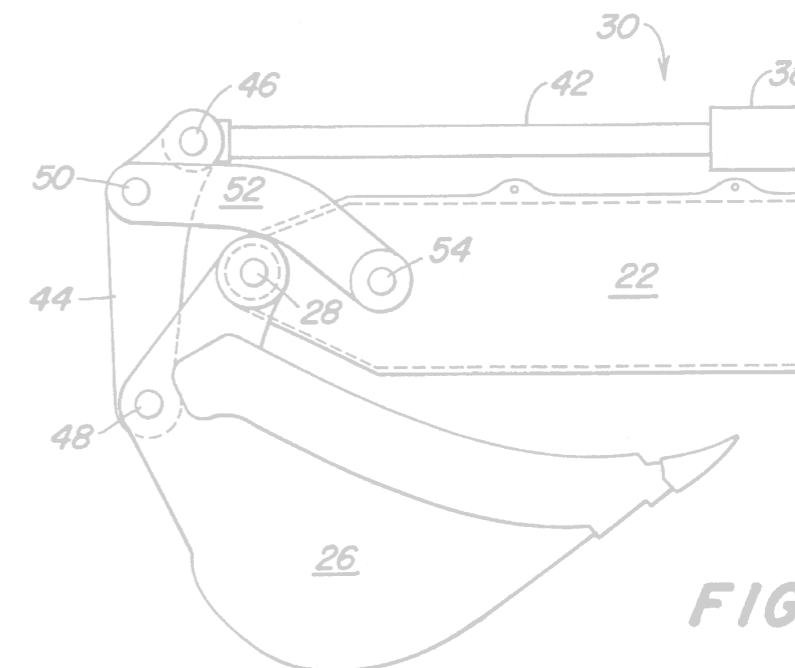
If the Breakdown Service provider is required to return to their service facility to collect any special equipment required to deliver effective service the additional cost will be Your driver's or operator's responsibility.

### 10. Natural disasters and weather

If a natural disaster places extraordinary demands on Our service resources, We may alter and/or offer alternative service. If a disabled Eligible Vehicle cannot be reached owing to events such as floods or bushfires, We will endeavour to provide whatever assistance We can in the circumstances.

### 11. Change of Registration, Name, Address or Ownership

Any change in the registration number, name or address of ownership of an Eligible Vehicle must be notified to Us immediately of any change.



**FIG. 2**



## What are the exclusions?

### 1. Limit of application

The Breakdown Service does not apply to any Eligible Vehicle used:

- (a) underground;
- (b) in a remote place such as a mine site; or
- (c) any site that has lengthy induction and entry procedures that prevent or restrict the Breakdown Service from effectively being carried out or within a reasonable time.

### 2. Accidents

- (a) The Breakdown Service does not apply if Your Eligible Vehicle has been involved in an Accident or collision or there has been an attempted Theft or break-in.
- (b) Cover for Accidents, collisions, Theft and attempted Theft is provided under Section 1 of Policy Product 1.

### 3. Cargo Exclusion

There is no cover for the cargo of Your disabled Motor Vehicle and neither We nor Our service providers have any responsibility for the safety, security or the loss or damage to cargo or other property carried with the disabled Motor Vehicle.

### 4. Excessive use

- (a) We monitor service usage on a monthly basis and where We believe Your repeated requests for the Breakdown Service are excessive during the coverage period We may refuse to provide further assistance.
- (b) Alternatively, We may at Our option charge you additional fees for each callout for the Breakdown Service (payable at the time of service) or offer a solution at Your expense.

- (c) For the purposes of this exclusion 4, there is "excessive use" if the Breakdown Service is used in excess of 3 calls per year.

### 5. Attempted repairs

- (a) If Our Breakdown Service provider examines the Eligible Vehicle and in their sole opinion repairs have been attempted that have caused further problems and further damage may result if the Eligible Vehicle is started or driven, Our service provider may refuse service.
- (b) In these circumstances Your driver or operator must pay any costs incurred.

### 6. Motor Sports

The Breakdown Service excludes cover if Your Eligible Vehicle has been used in any form of motor sport, including an organised event on a racetrack or on-road or off-road rallies or competitions.

### 7. Sale of truck, trailer or mobile plant

If Your Eligible Vehicle is sold, the benefit offered by the Breakdown Service is terminated and the new owners, and any subsequent owners, are not entitled to this Breakdown Service.

## Stamp duty

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

# Contact us

**Call us on  
1800 827 747**

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