MOTOR VEHICLE POLICY

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MOTOR VEHICLE POLICY

INSURING CLAUSE

The Insurer will, subject to the Terms, Conditions, Exclusions and Endorsements contained in this Policy, provide indemnity against Loss to and/or liability of the Insured, occurring during the Period of Insurance as a result of an Accident, on the basis of the Insured paying the premium required by the Insurer.

POLICY DEFINITIONS

Accident Accident means an unforeseen or unintended happening.

Act of Terrorism Act of terrorism means an act, including but not limited to the use or threat of force or violence, of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisation or government, which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Family Family means:

1. the Insured's spouse, partner or de facto who lives with the Insured;

2. the Insured's parents or parents-in-law who live with the Insured;

3. the Insured's children and children of the Insured's spouse, partner or de facto (not being the Insured's children) who live with the Insured;

4. the Insured's brothers or sisters who live with the Insured.

Business Business means the description of the Insured's Business as specified in the Placing Schedule.

Constructive Total Loss Constructive Total Loss means the reasonable abandonment of an Insured Vehicle because:

(a) its actual Total Loss seems unavoidable (e.g. the abandonment of a vehicle during rising floodwaters or one located at the bottom of a narrow, inaccessible ravine); or

(b) it could not be preserved from actual Total Loss or destruction without the Insured incurring an expenditure which would exceed its repaired and/or recovered value.

Event Event means a single Accident or a series of Accidents with the same original cause.

Excess Excess means the amount the Insured pays towards each and every claim, as shown in the Placing Schedule

Insured

Insured means each of the following:

(a) the corporation or other entity specified in the Placing Schedule as the Named Insured and its/their subsidiary and related bodies corporate, as defined in the Corporations Act 2001, controlled entities and other entities for which the Insured has assumed an obligation to arrange insurance (including those acquired or incorporated during the Period of Insurance) for their respective rights, titles and interests;

(The above is also referred to as the 'Named Insured')
and, at the option of the Named Insured, the following:

(b) any director, executive, officer, employee or partner of the Named Insured;

(c) any other party, to the extent of such party's interest in any Insured Vehicle by virtue of and in accordance with the terms of hiring, leasing, renting or other terms or agreements;

(d) the employer or principal of the Named Insured in connection with the use of any Vehicle (other than a Vehicle belonging to the employer or principal) to which the indemnity granted by this Policy applies and which is being used for purposes within the scope of such indemnity;

(e) any person driving, using or in charge of an Insured Vehicle with the Insured's permission;

(f) any person in or on, entering into or alighting from any Insured Vehicle;

(g) to the extent only of the indemnity provided under Section 2 – Liability of this Policy, the Australian Federal, State or Local Government in connection with the use of any Vehicle (other than a Vehicle belonging to such Government) to which the indemnity granted by this Policy applies and which is being used for purposes within the scope of such indemnity.

Insured Vehicles

Insured Vehicles means all Vehicles now or in the future existing:

(a) owned, leased, hired, used or operated by the Named Insured;

(b) in which the Named Insured has or acquires an insurable interest;

(c) for which the Named Insured has accepted responsibility;

(d) being used in substitution for a Vehicle described in (a) above but which is not then in use;

(e) owned by directors, executives, officers, employees or volunteers, at the option of the Insured;

(f) owned and supplied by any other party whilst being used on the Business of the Named Insured,

but not including any Vehicle valued in excess of $500,000 or an alternative amount stated in the Placing Schedule unless written approval has been given by the Insurer.

Loss

Loss means loss (including costs and expenses), damage or destruction caused by an Accident.

Market Value

Market Value means the Insurer's assessment of what the market is willing to pay for the value of the Insured Vehicle, based on local market prices and allowing for the age and condition of the Insured Vehicle immediately prior to the Loss.

Period of Insurance

Period of Insurance means the period specified in the Placing Schedule.

Placing Schedule Placing Schedule means the Placing Schedule attached to and forming part of the Policy or, if the Policy has been renewed, the replacement Placing Schedule.

Policy Policy means this document, the Placing Schedule and any other documents that form part of the terms and conditions of the Policy.

Total Loss Total Loss means the Insured Vehicle is:

(a) Lost or stolen and not recovered within 30 days of the theft being reported to the Insurer; or

(b) damaged beyond repair or the cost of repairing the Insured Vehicle is uneconomical or greater than the maximum amount payable in respect of any one Loss, less the value of any salvage.

The relevant state or territory law will be taken into consideration in determining whether the vehicle is a write off.

Vehicle Vehicle means:

(a) a mechanically propelled vehicle designed for use on land;

(b) any trailer or caravan trailer;

(c) any other vehicle or equipment which is not mechanically propelled, to the extent that the Insurer agrees to provide indemnity following on a specific declaration to the Insurer,

and includes Vehicle Accessories but not vehicles running or stationary on rails and/ or cables.

Vehicle Accessories Vehicle Accessories means and is deemed to include without limiting its generality, standard accessories, tools, spare parts, radio transmitters and receivers, cassette players, compact disc players, other electronic or electrical equipment, air conditioning units, gates, chains, ropes, binders, fences and tarpaulins whilst on or about the Vehicle, and mobile phones and satellite navigation devices to the extent Loss or damage is not otherwise insured by a policy entered into by a third party or a policy required by law, including where owned by employees or directors of the Insured.

SECTION 1

INSURED'S OWN LOSS

INDEMNITY

The Insurer will indemnify the Insured against Loss to any:

(a) Insured Vehicle; and

(b) Vehicle Accessories,

in accordance with the Basis of Settlement Applicable to Section 1 and all other Terms and Conditions of the Policy.

BASIS OF SETTLEMENT APPLICABLE TO SECTION 1

Each year at renewal, the Insured should check the sum insured to ensure it reflects the current market value. If the Insured wants to update the sum insured, please contact your broker .

1. LOSS

The Insurer may, depending on the circumstances of the claim:

(a) repair, reinstate or replace the Insured Vehicle or parts of the Insured Vehicle (including Vehicle Accessories); or

(b) pay for Loss to the Insured Vehicle, however not exceeding the Market Value or sum insured, or paying whichever is applicable as shown in the Placing Schedule

In circumstances where:

(i) the Insured Vehicle is replaced, the Insurer will pay all registration, the applicable State or Territory compulsory third party insurance (including any CTP and Motor Accident Injuries Insurance scheme), stamp duty, dealer charges and other on road costs for the replacement Vehicle, and any refund in respect of those costs in replacing the Insured's Vehicle will be refunded to the Insurer.

(ii) the Insured elects to retain possession of the salvage, the Insurer's estimate of the value of the salvage is deducted from the claim settlement.

2. TOTAL LOSS OR CONSTRUCTIVE TOTAL LOSS – FINANCE PAYOUT

If an Insured Vehicle leased or hired to the Insured is a Total Loss or Constructive Total Loss, the Insurer will pay:

(a) costs of discharging the lease or hiring agreement including the "pay out figure"; or

(b) Market Value of the Insured Vehicle at the date of the Loss, whichever is the greater.

Where the Insured elects to retain possession of the salvage, the Insurer's estimate of the value of the salvage is deducted from the claim settlement.

Where such Insured Vehicle is within two years of its original registration at the time of such Loss, at the option of the Insured (and with the consent of the financier), only Basis of Settlement (3) below will apply.

3. TOTAL LOSS OR CONSTRUCTIVE TOTAL LOSS – VEHICLE UNDER TWO YEARS

In the event of any Insured Vehicle becoming a Total Loss or Constructive Total Loss within two years of its original registration, the Insurer will, at the option of the Insured (and with the consent of any financier where applicable):

(a) replace the Insured Vehicle with a new Vehicle of the same make, model or series (subject to availability in Australia or New Zealand), including similar accessories, tools and spare parts; or

(b) pay the original cost price of the Insured Vehicle, but not exceeding the replacement cost of a new Vehicle as described in (a) above.

In circumstances where:

(i) the Insured elects replacement of the Insured Vehicle and a new replacement Vehicle is not available, the Insurer will replace the Insured Vehicle with the nearest equivalent replacement vehicle. If the Insurer and Insured cannot agree on the nearest equivalent replacement Vehicle, the Insurer will pay an amount equivalent to the cost to purchase a new Vehicle the same as, or a near equivalent of, the Vehicle which needs replacing.

(ii) the Insurer replaces the Insured Vehicle, the Insurer will pay all registration, compulsory third party insurance, stamp duty, dealer charges and other on road costs on the replacement Vehicle; and any refund in respect of those costs in replacing the Insured's Vehicle will be refunded to the Insurer.

(c) the Insured elects to retain possession of the salvage, the Insurer's estimate of the value of the salvage is deducted from the claim settlement. After a Total Loss the Vehicle will either be replaced or the Insured will receive payment, not both.

EXCLUSIONS APPLICABLE TO SECTION 1

The Insurer is not liable to pay for:

(a) Loss of use, depreciation, wear and tear, rust and corrosion, mould, mildew, structural, mechanical, electrical or electronic breakdown, failure or breakage.

(b) Damage to tyres by application of brakes, or by road cuts, punctures or bursts.

(c) Loss by theft during or after the occurrence of an Accident unless reasonable steps have been taken to ensure the safety of the Insured Vehicle and Vehicle Accessories.

(d) Loss occasioned by lawful seizure or other operation of law.

These Exclusions shall not apply to any subsequent Loss otherwise insured by this Policy.

ADDITIONAL BENEFITS APPLICABLE TO SECTION 1

In order to be sure that the Insured is covered under this policy, the Insured should always contact your brokeror the Insurer for approval before the Insured incurs expenses it wishes to claim. If the Insured does not, the Insurer will pay for expenses incurred up to the amount the Insurer would have authorised had the Insured sought approval from the Insurer first.

In addition to the Sum Insured, the Insurer will pay the following.

1. DEATH OF DRIVER – FUNERAL EXPENSES

Funeral expenses in the event of death of the driver of an Insured Vehicle arising out of an Accident involving the Insured Vehicle, to a maximum amount of $20,000 per Event.

This includes expenses associated with the funeral, transportation of the deceased person and travel by members of the deceased person's Family to attend the funeral.

2. EXPEDITING EXPENSES

Expenses for:

(a) carriage by express passenger, fast-goods or other rail and road transport;

(b) carriage by air freight agreed by the Insurer; or

(c) matters other than for carriage,

which will expedite repair of damage to an Insured Vehicle following Loss under Section 1 – Insured's Own Loss to a maximum amount of $5,000 per Event.

3. FAMILY TRAVEL EXPENSES

Where the Insured and/or others travelling in the Insured Vehicle with the Insured at the time of an Accident requires hospitalisation, the reasonable costs up to a maximum of $5,000 per Event, for travel, accommodation, meals and related expenses for the Insured's and/or others' Family to visit whilst in hospital.

4. HIRE COSTS AFTER LOSS OR THEFT

All reasonable costs (including insurance premiums) incurred during any one period for any one event to any one Insured Vehicle following Loss, for:

(a) hiring a substitute vehicle approved by the Insurer to a maximum amount of $7,500 per Event per vehicle; and/or

(b) using other means of transport to a maximum amount of $100 per day,

or other amount stated in the Placing Schedule for either of the above, whilst the Insured Vehicle is being repaired, recovered or replaced.

The Insurer may instead elect to provide a temporary replacement Vehicle for this period.

5. HIRE VEHICLE EXCESS

The difference between the Excess under this Policy and any hire vehicle Excess fees, following Loss to a hire Vehicle, up to $5,000 per Event.

6. MODIFICATION TO VEHICLE

Costs of modifying the Insured Vehicle (or the driver's private Vehicle) where the driver of an Insured Vehicle is permanently disabled as a direct result of injuries received in an Accident involving the Insured Vehicle, to a maximum of $10,000 per Event.

7. PERSONAL EFFECTS

Loss to personal effects other than cash, cheques or other negotiable securities up to a maximum of $2,500 per Event or other amount shown in the Placing Schedule, following Loss to the Insured Vehicle under Section 1 – Insured's Own Loss .
Any claim under this Additional Benefit is free of any Excess.

8. RECOVERY AFTER LOSS

The reasonable cost of recovery, protection and removal of the Insured Vehicle to the nearest practical and mutually agreeable place of safety and/or repairer following Loss under Section 1 – Insured's Own Loss, including the reasonable cost of delivery after repair to the usual place of garaging or any other place approved by the Insurer.

9. REPLACEMENT OF LOCKS AND KEYS

Reasonable costs of replacing the key ignition barrel and all locks and keys and necessary re-coding of the Insured Vehicle's locks if the keys to the Insured Vehicle are lost, destroyed, stolen or damaged or there are reasonable grounds to believe the keys may have been illegally duplicated, to a maximum of $5,000 per Vehicle or maximum of $25,000 per Event.

This Additional Benefit is not subject to Loss to the Insured Vehicle under Section 1 – Insured's Own Loss.

10. RETURN AFTER THEFT

All reasonable costs associated with returning the Insured Vehicle to its normal place of garaging or any other place approved by the Insurer, following recovery after being stolen.

11. SIGNWRITING

The Insured's costs of repairing or replacing signwriting, signs, art work or advertising signs permanently fixed to the Insured Vehicle, following Loss to the Insured Vehicle.

12. TEMPORARY OR EMERGENCY REPAIRS

The reasonable cost of emergency repairs, to a maximum amount of $3,000 per Event, to facilitate moving the Insured Vehicle to a place of repair and/or safety following a Loss under Section 1 - Insured's Own Damage, and which the Insured authorised to enable the Insured Vehicle to be driven to the nearest practicable place of safety.

13. TRAFFIC MANAGEMENT COSTS

Costs incurred by the Insured following an Accident where the Insured Vehicle causes a traffic obstruction requiring emergency services and/or the use of an accredited traffic management service up to a maximum of $5,000 per Event.

14. TRANSPORT OF DRIVER

In the event that an Insured Vehicle is stolen or rendered incapable of being driven due to Loss under Section 1 – Insured's Own Damage, all costs reasonably and necessarily incurred to transport the driver and any non-fare paying passengers at the time of Loss from the place at which the Insured Vehicle is stolen or has become immobilised, to their place of residence or work, intended destination or approved place, to a maximum amount of $5,000 per Event.

Costs include temporary accommodation costs reasonably and necessarily incurred in the course of transportation.

15. TYRE REPLACEMENT

Replacement costs of a new tyre of a similar make and specification if any tyre cannot be used following Loss as a result of an Accident involving the Insured Vehicle, on the basis that prior to the Loss:

(a) the condition of the damaged tyre conformed with legal requirements; and

(b) it was not a recapped or retread tyre.

16. UNINSURED VEHICLE ON INSURED'S BUSINESS

The lesser of the Market Value or up to $50,000 per Event, for Loss to a Vehicle where the Vehicle is being used at the time of the Loss by the Insured for the purpose of its Business, and is otherwise not covered for the same Loss under any other insurance policy entered into by a third party or required by law.

This Additional Benefit extends coverage to the extent that the Terms and Conditions of this Policy are complied with.

17. WAIVER OF EXCESS

The Insurer will not apply any Excess to the Insured in the event of an Accident involving the Insured's Vehicle where the Insurer accepts that a third party was entirely at fault, and the Insured provides the Insurer with the other party's complete driver, insurance and registration details or any other information that would reasonably allow the Insurer to identify the other party so that the Insurer can exercise its rights of recovery.

This benefit only applies where the total claim amount exceeds the Excess amount ordinarily applicable to the Insured.

18. WAIVER OF EXCESS – WINDSCREENS AND GLASS

The Insurer will not apply any Excess where a Loss is limited to breakage of windscreens or window glass only.

SECTION 2

LIABILITY

INDEMNITY

The Insurer will indemnify the Insured against amounts the Insured becomes legally liable to pay as compensation to a third party in respect of damages for:

1. personal injury which includes death, illness and bodily injury;
2. loss of or damage to property and/or loss of use of property, except for property:
   (i) owned by the Named Insured;
   (ii) in the physical or legal custody of the Named Insured,

For the purposes of 2.(ii) above, the following is not property in the physical or legal custody of the Named Insured:

(a) Named Insured's employees' or visitors' Vehicles, whilst contained within a car park owned or operated by the Named Insured;

(b) any caravan, trailer (including equipment and/or vehicle not mechanically propelled) or disabled mechanically propelled Vehicle, not owned by the Named Insured, whilst being towed by the Insured Vehicle or accidentally detached from the Insured Vehicle whilst being towed;

(c) premises leased or rented to the Named Insured.

PROVISOS TO THE INDEMNITY

Indemnity under Section 2 is provided only if such personal injury or loss of or damage to property and/or loss of use of property is caused by or arises out of

(a) the use of an Insured Vehicle, including during the operation of loading or unloading an Insured Vehicle;

(b) the towing by an Insured Vehicle of any caravan or trailer (including equipment and/or vehicle not mechanically propelled) or disabled mechanically propelled Vehicle, including accidental detachment from the Insured Vehicle, on the basis that

(i) such towage is not for reward;

(ii) not more than one disabled mechanically propelled Vehicle is being towed at any one time; and

(iii) the number of trailers being towed at any one time does not exceed the number permitted by law;

(c) goods or items carried by, on or falling from an Insured Vehicle or caravan or trailer (including equipment and/or vehicle not mechanically propelled).

For the purposes of (b)(i) above, any amount received or receivable for carriage of goods or any other items in a trailer towed by an Insured Vehicle does not constitute reward; however no cover is provided where the Insured Vehicle is a tow truck towing a disabled Vehicle for reward.

LIMIT OF LIABILITY

The aggregate Limit of Liability under Section 2 Indemnity clauses 1. and 2. is limited to a maximum of $35,000,000 or the amount stated in the Placing Schedule arising out of any one Accident, unless otherwise stated elsewhere in this Policy.

EXCLUSIONS APPLICABLE TO SECTION 2

1. The Insurer is not liable to pay for personal injury:

   (a) to the extent that the Insured is partly or wholly entitled to indemnity under any compulsory statutory insurance scheme or accident compensation scheme.

   (b) to the extent that the Insured would have been entitled under any such scheme in Exclusion 1.(a) above but for the failure to:

      (i) insure or register the Vehicle;

      (ii) lodge a claim in accordance with its requirements;

      (iii) comply with any of its terms and conditions.

   (c) to any:

      (i) person driving and/or in charge of the Vehicle;

      (ii) of the Insured's employees, but only in circumstances where insurance is required in respect of such liability by virtue of any statutory workers compensation scheme;

      (iii) member of the Insured's Family.

   (d) if the Vehicle is registered in the Northern Territory of Australia or within New Zealand.

2. The Insurer is not liable for personal injury or loss of or damage to property, or loss of use of property:

   (a) arising out of the towing or carrying of dangerous goods where a placard is required to be displayed on or affixed to the Vehicle in accordance with any applicable law or regulation for the transportation of dangerous goods.

   (b) where the Vehicle is not registered for road use when such liability is incurred.

      Any Vehicle which is conditionally registered in South Australia in accordance with Section 25 of the Motor Vehicles Act 1959 (SA) or any Vehicle which has been issued with a special or temporary permit to drive the Vehicle in circumstances which would otherwise require the Vehicle to be registered under any motor registration legislation in any State or Territory of Australia, is deemed to be registered for the purposes of this Exclusion.

   (c) caused by the use of any tool or plant forming part of or attached to or used in connection with the Vehicle at any work site. However this Exclusion does not apply in respect of any forklift which is registered for road use.

3. The Insurer is not liable for fines and penalties or aggravated, exemplary or punitive damages.

ADDITIONAL BENEFITS APPLICABLE TO SECTION 2

In order to be sure that the Insured is covered under this policy, the Insured should always contact the Insurer for approval before the Insured incurs expenses it wishes to claim. If the Insured does not, the Insurer will pay for expenses incurred up to the amount the Insurer would have authorised had the Insured sought approval from the Insurer first.

The Insurer will also pay the following.

1. DANGEROUS GOODS

Subject to a Limit of Liability of $1,000,000, or amount stated in the Placing Schedule, any one Accident or series of Accidents arising out of the one event (inclusive of any clean-up costs incurred by or on behalf of a government authority), indemnity as provided under Section 2 – Liability, is extended to cover liability arising out of the carrying or towing of dangerous goods where a placard is required to be displayed on or affixed to the Vehicle in accordance with any applicable code, law or regulation for the transportation of dangerous goods (including but not limited to the current Australian Code for the Transport of Dangerous Goods by Road and Rail or the current Australian Code for the Transport of Explosives by Road and Rail and any subsequent amendments and replacements thereto) provided the Insured complies with all the requirements of such law or regulation.

Exclusion 2.(a) to Section 2 – Liability, does not apply to this Additional Benefit.

2. FAILURE TO REGISTER VEHICLE

Where the Insured inadvertently or unintentionally fails to register a Vehicle at the time of Loss or damage, the Insurer will pay up to a maximum of $100,000 any one event, for the Insured's liability arising from the Accident resulting in loss of or damage to property and/or loss of use of property.

3. NON-OWNED VEHICLES

Notwithstanding anything to the contrary and for the purposes of the indemnity provided under:

(a) Section 2 – Liability;

(b) Benefit 9. Legal Costs under Additional Benefits Applicable to Sections 1 and 2;

(c) Benefit 10. Legal Defence under Additional Benefits Applicable to Sections 1 and 2,

to the extent such costs are not otherwise insured by a policy entered into by a third party or a policy required by law, the Insured Vehicle includes any Vehicle not owned, used or operated by the Insured whilst such Vehicle is being used in connection with the Business, provided its use has been authorised by the Named Insured.

4. UNINSURED MOTORIST

Where the Policy is endorsed to provide Section 2 - Liability cover only, the Insurer will pay up to $10,000 per Event per Vehicle for Loss to the Insured Vehicle caused in a collision with an uninsured Vehicle, if:

(a) the other driver was completely at fault; and

(b) the Insured can provide the Insurer with the name, registration details and address of the other driver , or any other information that would reasonably allow the Insurer to identify the other driver so that the Insurer can exercise its rights of recovery.

A Vehicle is uninsured if neither the driver nor the owner of the Vehicle had an insurance policy that would cover them for legal liability to pay compensation for property damage. If the Insured is unable to provide the Insurer with the above-noted details, the Insured should contact the Insurer.

ADDITIONAL BENEFITS APPLICABLE TO SECTIONS 1 AND 2

In order to be sure that the Insured is covered under this policy, the Insured should always contact the Insurer for approval before the Insured incurs expenses it wishes to claim. If the Insured does not, the Insurer will pay for expenses incurred up to the amount the Insurer would have authorised had the Insured sought approval from the Insurer first.

In addition to and not limited by the Sum Insured and the Limit of Liability, the Insurer will pay the following.

1. ARTICULATED VEHICLES EXCESS

The Insurer will only apply one Excess where a Loss involving a set of articulated Vehicles, as though the set were one Insured Vehicle.

Where a prime mover and trailer have different Excesses, the Insurer will apply the higher Excess.

2. AUTOMATIC ADDITIONS

The insurer will pay up to a maximum of $500,000 for Loss to Vehicles where such Vehicles are acquired during the Period of Insurance, provided such Vehicles are of a similar type, make and model to existing Vehicles insured under this Policy at the commencement of the Period of Insurance or where approval has been given by the Insurer.

3. AUTOMATIC REINSTATEMENT

Following payment of a claim under this Policy (except for a claim for Total Loss or Constructive Total Loss under Section 1 - Insured's Own Damage), the Insurer will reinstate the amount of indemnity provided immediately prior to payment of the claim.

4. CLAIMS PREPARATION COSTS

Costs necessarily and reasonably incurred by the Named Insured, with the Insurer's consent, in producing and certifying details relating to claims procedure, up to $20,000 any one event or the amount stated in the Placing Schedule.

5. CONTRACTUAL AGREEMENTS

Where in the ordinary course of Business, the Named Insured:

(a) assumes any liability by way of express undertaking or indemnity; or

(b) enters into an agreement with another party where such agreement provides in substance that the Named Insured shall indemnify, hold harmless and/or release from liability such other party in respect of any Loss which may occur as a result of any peril or eventuality insured against,

this Policy shall not be prejudiced by the Named Insured agreeing to such provision, and the indemnity, hold harmless and/or release given by the Named Insured shall be equally binding upon the Insurer.

6. COUNSELLING

The reasonable costs up to a maximum of $5,000 per Event, for counselling to:

(a) the Insured;

(b) others travelling with the Insured, in the Insured's Vehicle at the time of the Accident; or

(c) their respective Family members,

following the Accident involving the Insured Vehicle, where death occurs.

This benefit is provided only where to do so is not in contravention of the Health Insurance Act 1973, the Private Health Insurance Act 2007 or the National Health Act 1953 or any applicable or succeeding legislation.

7. FIRST AID COSTS

Replenishment of the Insured's first aid costs where the Insured applied first aid at an Accident, up to a maximum of $2,000 per Event.

This benefit is provided only where to do so is not in contravention of the Health Insurance Act 1973, the Private Health Insurance Act 2007 or the National Health Act 1953 or any applicable or succeeding legislation.

8. GENERAL AVERAGE

The Insured's contributions for general average and salvage charges where such maritime conditions apply, whether or not Loss occurs to an Insured Vehicle whilst being transported by sea between places within Australia or within New Zealand (General average is declared when goods or cargo are thrown overboard to safeguard the vessel and the remaining property on the vessel. The expenses and salvage costs incurred by the ship owner in preserving the vessel and cargo are shared by those whose property is thereby saved).

9. LEGAL COSTS

In relation to any valid claim against the Insured, all legal costs and all charges and expenses incurred with the consent of the Insurer, or which may be ordered to be paid in respect of any legal action which is defended with the written consent of the Insurer.

10. LEGAL DEFENCE

The Insurer will represent the Insured, or any other person or party entitled to indemnity under this Policy, at any appeal, inquest, royal commission or other inquiry in respect of which the Insured is entitled to indemnity under this Policy or if sustained, would be so entitled.

11. NOVATED LEASES

The Insurer extends cover under this Policy to the Insured's employees, spouses and their Family's Vehicles, which are the subject of a novated lease or similar agreement, when arranged under the authority of and specifically agreed to be insured by the Named Insured.

The Insurer further indemnifies any other party with an interest in any Vehicle subject of and in accordance with any novated lease or similar agreement.

12. OVERSEAS DRIVERS

Notwithstanding General Exclusion 4. (d), the Insurer will extend the cover under this Policy to claims arising out of the use of any Insured Vehicle by drivers from countries other than Australia, provided that the driver has:

(a) been duly authorised to drive the Vehicle by the Insured;

(b) at the time of the Accident, no intention of becoming a permanent resident of Australia;

(c) proof that they are a licensed driver in their country of origin; and

(d) permission to legally be in Australia.

13. POLICE, FIRE AND OTHER COSTS

Costs levied by the police or any fire or emergency response authority following an Accident involving the Insured Vehicle requiring or resulting in the:

(a) attendance of members of the police at the Accident site;

(b) attendance of members of any official fire or emergency response authority for the purpose of fire extinguishment or other purposes;

(c) defence, safeguard and/or recovery of the Insured Vehicle.

14. REMOVAL OF DEBRIS

The Insured's costs, charges and expenses necessarily and reasonably incurred to clear up and/or remove any debris arising from an Accident and/or from goods falling from any Insured Vehicle.

Such costs, charges and expenses include the cost of cleaning and/or decontamination, provided that the Insurer's liability in respect of such costs, charges and expenses does not exceed $100,000 any one Event, or alternative amount stated in the Placing Schedule.

15. REPAIRER - INSURED'S OPTION

The Insured, in the event of a claim, may use repairers of their choice, provided that:

(a) the repairers are competent to effect such repairs; and

(b) the repairers are registered to carry on such repair business; and

(c) the quote for the repairs is not in excess of that of the Insurer's repairer.

If such quote does exceed that of the Insurer's repairer, the Insured will have the option of using their repairers provided that the Insured pays the difference between such quotes.

16. UNLICENSED DRIVER

Any Exclusion applicable when the Insured Vehicle is being driven by an unlicensed driver shall not apply if the Vehicle was being driven without the Insured's consent or was being driven with the consent of the Insured, who was not aware that the driver was not licensed.

17. VEHICLES ON LOAN

This Policy indemnifies the Insured in respect of any Insured Vehicle loaned to any person, firm or entity.

18. VEHICLES USED FOR DEMONSTRATION, SALE, REPAIR, SERVICING AND/OR TESTING

This Policy indemnifies the Insured in respect of the use of any Insured Vehicle by any person, firm or entity for the purpose of demonstration, sale, repair, servicing and/or testing.

GENERAL EXCLUSIONS APPLICABLE TO SECTIONS 1 AND 2

This Policy does not cover:

1. Loss, liability, compensation for damage or injury caused or arising outside Australia or New Zealand, except during transportation by sea, land or air between any places within Australia or within New Zealand.

2. Loss, liability or compensation for damage or injury directly or indirectly caused by or contributed to, by or arising from:

   (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exclusion only, combustion includes any self-sustaining process of nuclear fission.

   (b) from nuclear weapons material.

3. any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

4. Loss, liability or compensation for damage and/or injury caused whilst the Insured Vehicle:

   (a) is being driven by or is in the charge of any person:

      (i) under the influence of any illegal substance or intoxicating liquor;

      (ii) in whose blood the level of alcohol, as shown by analysis of the person's breath or blood, is equal to or in excess of that level at which it is an offence to drive or be in charge of a motor vehicle under the relevant law in which the analysis is conducted; or

      (iii) who fails or refuses to provide a specimen or sample of their breath, blood or urine for the purpose of analysis when required by police or any other authorised person.

   However this Exclusion does not apply to:

      (iv) the extent that relevant statutory provisions state the contrary.

      (v) indemnity or insurance provided on behalf of any other party if such other party did not consent to the Insured Vehicle being driven by or being in the charge of the person, whilst such person was so affected.

   (b) is engaged in racing, pacemaking, reliability trials, speed or hill-climbing test or whilst being tested in preparation for, with the knowledge and consent of the Named Insured.

   (c) is being used in an unsafe or unroadworthy condition, where such condition could reasonably have been detected by the Named Insured; however this Exclusion does not apply if the Loss, damage, liability or injury was not caused by such unsafe or unroadworthy condition.

   (d) is being driven by the Insured or by any person with the consent of the Named Insured if, to the knowledge of the Named Insured, the driver was not authorised under any law to be driving such Insured Vehicle for the purpose for which it was being used.

   (e) is being used for the conveyance of passengers for fare, hire or reward, except under any private pooling arrangement for social or other similar purpose including travelling to and from work, provided that the total contribution made by passengers for the journey concerned does not involve any element of profit.

5. (a) to the extent that the Named Insured is entitled to indemnity under any statutory fund, statutory scheme, policy of insurance or self-insurance, required by any law relating to workers compensation.

   (b) liability to any of the Insured's employees to the extent imposed by industrial award or agreement or determination, where such liability would not have been imposed in the absence of such law or industrial award or agreement or determination.

   (c) liability imposed by any law relating to employment practices.

6. consequential loss, except as specifically provided under Section 2 - Liability. This means the Insurer will not cover the Insured for anything not expressly described in the cover sections of this Policy. Some examples of what the Insurer will not pay are loss of income, reduction in the working life of the Insured Vehicle, depreciation or lessening of the value of the Insured Vehicle, or loss of use of the Insured Vehicle.

7. any claim directly or indirectly caused by, resulting from or in connection with any Act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

8. theft by:

   (a) the Named Insured;

   (b) any person to whom any Insured Vehicle is on hire under any agreement for hire including any agreement for hire purchase or lease;

   (c) any person for whose debt any Insured Vehicle stands as security under or pursuant to any agreement entered into by the Named Insured.

9. coverage, payment, service, benefit and/or any Business or activity undertaken by or for the Insured, which violates any trade or economic sanctions, law or regulation.

CONDITIONS APPLICABLE TO SECTIONS 1 AND 2

1. BREACH OF CONDITIONS

This Policy is not prejudiced by:

(a) the breach or non-compliance with any condition by any one of the Insureds in regard to any other of the Insureds.

(b) the Insured Vehicle being used in a manner or condition described in the Exclusions to this Policy without the knowledge or consent of the Named Insured.

2. CANCELLATION

This Policy or any Section can be cancelled at any time by:

(a) the Insured: from the date of written notice to the Insurer.

(b) the Insurer: for any of the reasons set forth in Section 60 of the Insurance Contracts Act 1984 by serving on the Insured 60 days notice in writing in accordance with Section 59 of that Act.

(c) a premium funding company: only in accordance with the power of attorney granted to such company by the Insured.

The Insured is entitled to a pro-rata refund of premium including GST if applicable for the unexpired portion of the Period of Insurance.

3. CROSS LIABILITY/SUBROGATION WAIVER

The words “Named Insured” applies to each party comprising the Named Insured as if that party were the only party named as the Insured.

Any person or party covered under this Policy will, as though they were the Insured, observe, fulfill and be subject to the terms and conditions contained within the Policy.

The Insurer waives all rights of subrogation or action which they may have or acquire against any and all such parties.

4. EXCESS

The Insured must pay or bear the Excess amount shown in the Placing Schedule towards each and every claim, prior to settlement of the claim.

For each Accident, or series of Accidents arising from the one originating Event, for which a claim or claims is paid under this Policy, the Insured must pay or bear the amount of the Excess in respect of each and every Insured Vehicle, unless otherwise provided.

5. FALSE DECLARATION

No false declaration or statement will be made in support of any claim under this Policy.

6. GST

Where the Insurer makes either:

(a) a payment under this Policy; or

(b) as compensation instead of payment,

for the acquisition of goods, services or other supply, the Insurer will reduce the amount of the payment by the amount of any tax credit that the Insured is, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999, in relation to that acquisition, whether or not that acquisition is actually made.

7. HEADINGS

Headings have been included for ease of reference and it is understood and agreed that the terms and conditions of this Policy are not to be construed or interpreted by reference to such headings.

8. INSURER'S RIGHTS

In the event of any Accident resulting in a claim under this Policy:

(a) no admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer, otherwise the Insurer may reduce or refuse the Insured's claim to the extent the Insurer is prejudiced.

(b) the Insurer is entitled to take over and conduct in the name of the Insured, the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit, any claim for indemnity or damages or otherwise and the Insurer shall have full discretion in the conduct of any proceedings or the settlement of any claim. The Insurer will act reasonably having regard to the Insured's interests, and will keep the Insured informed if the Insured asks to be informed.

(c) the Insured will give all such relevant information and assistance as the Insurer may reasonably require.

9. NOTIFICATION OF CLAIMS

The Named Insured or their legal personal representative will give notice to the Insurer of any Accident as soon as practicable after the occurrence.

Every letter, claim, writ, summons or process will be notified or forwarded to the Insurer as soon as practicable on receipt.

Notice will also be given in writing to the Insurer as soon as reasonably possible where the Named Insured or their legal personal representatives has knowledge of any impending prosecution or inquest in connection with any Accident for which there may be liability under this Policy.

If the Insured does not provide this information as soon as reasonably possible, the Insurer may reduce or deny the Insured's claim to the extent the Insurer is prejudiced by the Insured's delay.

The Insured must produce reasonable evidence of any costs incurred if the Insurer requests them. Reasonable evidence may include tax invoices and receipts.

10. OTHER INSURANCE

Other insurance covering any of the property under this Policy is permitted provided it is declared in writing when required by the Insurer.

11. POLICY INTERPRETATIONS

Where words other than 'Insured' (except the Named Insured) or 'Insurer' have been used in Endorsements attaching to this Policy to represent those legal entities, it is agreed that for the purpose of these Endorsements that the words the Insured and the Insurer are deemed to have the same meaning as those alternative words used in the Policy.

It is further agreed that:

(a) words importing persons shall include corporations and other legal entities;

(b) references in the singular shall be deemed to include the plural and vice versa; and

(c) words depicting any gender include reference to all other genders.

12. PREMIUM ADJUSTMENT CLAUSE

At the expiry of the Period of Insurance, the Named Insured will declare in writing to the Insurer the number of Insured Vehicles. The premium will be adjusted by applying 50% of the unit cost rate agreed, to the difference in the number of vehicles declared at inception and expiry of the Period of Insurance. The Insurer will charge an additional premium or pay a return premium accordingly.

13. PROPER LAW

This insurance is governed by Australian law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within Australia and to comply with all requirements necessary to give such court jurisdiction. All matters arising will be determined in accordance with the law and the practice of such court.

14. SEVERABILITY

This Policy, including any amendment, renewal or variation or endorsement of it, is construed as if each person entitled to claim on it, whether a party to the contract of insurance or not, had made a proposal, application or request for the Policy, amendment, renewal or variation or endorsement in respect of their interest only.

Further, any information or knowledge possessed by a person entitled to claim on this Policy, whether possessed before or after the contract was entered into, shall not be imputed to any other such person.

The Insurer will not seek any relief whatsoever (including cancellation of this Policy) for non-disclosure and/or misrepresentation against a person entitled to claim under this Policy unless the Insurer would have been entitled to that relief had the person claiming been the only person covered by this Policy.

Further, neither the inclusion of more than one Insured under this Policy nor any act, omission, breach or default by an Insured is in any way affect the rights of any other Insured, it being intended that this Policy should be construed as if a separate contract of insurance had been entered into by each Insured, but not so as to increase the Insurer's limit of liability.

15. REFERENCE TO ANY STATUTE

A reference to any statute, regulation or subordinate legislation in this Policy includes any amendment, replacement, successor or subsequently enacted equivalent statute, regulation or subordinate legislation.

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