



# PRODUCT DISCLOSURE STATEMENT (PDS) & FLEET MOTOR VEHICLE INSURANCE

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Insurance products are provided by National Transport Insurance. NTI Limited (ABN 84 000 746 109) (AFSL 237246) as Manager of National Transport Insurance, an equal partner joint venture of CGU Insurance Limited (ABN 27 004 478 371) and Vero Insurance Limited (ABN 48 005 297 807). You are required to read the PDS when choosing whether or not to acquire or continue holding a policy.

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



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# Part A:

# Product Disclosure Statement

Welcome to National Transport Insurance (NTI).

Please ensure You read this document thoroughly before You enter into a contract of insurance.

This Product Disclosure Statement (PDS) only applies to Retail Motor Vehicle Insurance. Retail Motor Vehicle insurance is insurance for Motor Vehicles such as sedans, station wagons and coupes or a goods vehicle that has less than two tonne carrying capacity.

## 1 Introduction

This Product Disclosure Statement ("PDS") contains important information required under the Corporations Act 2001 (Cth) and represents an invitation to apply for the product which is only made to people in Australia. When NTI recommends or offers to sell You retail insurance products, it is required to provide You with a PDS.

The Table of Contents to this document will assist You to locate specific items in this PDS. The explanation below, will assist You with the meaning of words within this PDS.

## 2 The Insurer

Who is the insurer?

National Transport Insurance means the joint venture of the following insurers in the proportions shown:

- CGU Insurance Limited (ABN 27 004 478 371) – 50%
- Vero Insurance Limited (ABN 48 005 297 807) – 50%

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

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

## 3 The Purpose of this PDS

This PDS has been prepared to assist You in understanding the Fleet Motor insurance Policy and in making an informed choice about Your insurance requirements.

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

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

## 4 How to contact Us

If You enter into a contract of insurance with Us We will provide the on-going services under this insurance contract.

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

## 5 Cooling-Off Period

You have 21 days to consider this Policy to be sure You have the Cover You require. If it is not the Cover You require, You can cancel the Policy within 21 days from the day that Cover began. To do this You must advise Us in writing and return the Policy Schedule to Your nearest National Transport Insurance office. You will receive a full refund of premium provided that nothing has occurred for which a claim is payable under Your Policy.

## 6 What to do and who to contact if You have a complaint or dispute

If You have a complaint or dispute about the insurance Policy, decisions on Your claim or Our service or the service of Our agents, loss adjusters and investigators, please contact NTI. Contact details can be obtained by visiting [www.nti.com.au](http://www.nti.com.au).

### Internal Dispute Resolution

Once You contact NTI, Our employees will help You in every way We can. If You have a complaint, please advise Your insurance representative or staff at Your local NTI office. You can do so by mail, fax, email or phone. If Your complaint is not settled to Your satisfaction You can ask Our staff to refer the matter to a person who has the appropriate experience, knowledge and authority. Usually that person will deal with Your complaint within 24 hours.

If You are still not satisfied, You can ask for the matter to be referred through Our Internal Dispute Resolution process, which is a free service to all Our customers. The Dispute Resolution officer will review Your complaint and try to reach a satisfactory outcome for You. Provided that Our Dispute Resolution officer has all of the necessary information to reach a final decision, You will be notified in writing of that decision, normally within 15 business days.

### External Dispute Resolution

If You do not agree with Our decision, and if You are a retail customer or business employing less than 20 people and Your dispute relates to a vehicle with a carrying capacity of 2 tonnes or less, Your matter may be resolved by referring Your complaint to the Financial Ombudsman Service Ltd. In other cases We will give You advice about external dispute resolution options that may be available.

## 7 Privacy

We are committed to safeguarding Your privacy. We comply with the National Privacy Principles. We collect and Use Your personal information only for the purpose of providing and administering Our products and services and processing and assessing claims.

You can choose not to provide this information, however, NTI may not be able to process Your request.

In the event of a claim, We may disclose information to and/or collect additional information about You from investigators or legal advisers.

You can request access to Your personal information, by phoning or writing to Us. A copy of NTI's Privacy Policy can be obtained by visiting NTI's website at [www.nti.com.au](http://www.nti.com.au).

## 8 Your Duty of Disclosure

We rely upon the information You provide when You apply for insurance, and also when You replace, vary, extend, change or reinstate Your Policy. You must tell Us anything that You know, or could reasonably be expected to know, that could affect the decision to insure You and/or the terms on which You are insured.

### What You Need to Tell Us

When You are asked specific questions, You must answer these questions truthfully, and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured under the Policy answers all questions in this way. These requirements are part of the Insurance Contracts Act 1984 (Cth).

### What You Do Not Need to Say

You do not need to tell Us or NTI anything that:

- Reduces Our risk;
- Is of common knowledge;
- We know, or in the ordinary course Our business as an insurer We should know;
- We have indicated that We do not want to know.

### What Will Happen If You Do Not Tell Us or NTI

If You withhold relevant information or You do not answer questions in the way described, We can reduce the amount We pay You for Your claim, or We can cancel Your Policy. If Your failure to tell Us is fraudulent, or Your answers are untruthful, We can treat Your Policy as if it never existed.

## 9 When You Are Insured

Your insurance begins when Your application is accepted. The commencement and expiry dates of Your insurance will be shown on the schedule sent to You. The insurance applies for the period for which You have paid the premium.

## 10 Taxation Implications

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

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

Where We make a payment under the Policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the

payment been applied to acquire such goods, services or other supply.

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

This taxation information is a general summary only. You should obtain Your own taxation advice.

## 11 Features

### Fleet Motor Vehicle

You have a choice of two levels of cover to select from:

Cover Options	Description of cover provided
Comprehensive	<ul style="list-style-type: none"><li>• Cover for loss or damage to Your Vehicle.</li><li>• Cover for Your legal liability for loss or damage to another person's property, and in some circumstances, bodily injury to another person.</li></ul>
Third Party Only	<ul style="list-style-type: none"><li>• Cover for Your legal liability for loss or damage to another person's property, and in some circumstances, bodily injury to another person.</li></ul>

Under Our Policy We agree to provide indemnity in respect of any Motor Vehicle described in the Policy Schedule against loss and damage or liability arising out of an Accident or theft.

### Loss or damage

We will pay for loss of or damage to Your Motor Vehicle resulting from an Accident or theft. We will also pay for loss or damage to the extras of Your Motor Vehicle as follows, provided they are in or attached to Your vehicle:

- Accessories (including built-in radio, CB radio, fixed telephone, refrigerator, TV receiver, CD player).
- Tools and spare parts (limited to \$1,000 in any one event).
- Tarps, gates, chains, chain dogs and the like (limited to \$5,000 in any one event, unless otherwise stated in the schedule).

When Your Motor Vehicle incurs loss or damage, We will, at Our option, either:

- Repair, reinstate or replace the damaged parts of Your Motor Vehicle and extras; or
- Pay the amount of the loss or damage; or
- Replace Your Motor Vehicle,

up to the lesser of the Market Value of Your Motor Vehicle or the sum it has been insured for.

We will pay the reasonable cost of protection and recovery of Your Motor Vehicle to the nearest qualified repairer for the type of Motor Vehicle damaged.

### Acts of Terrorism

If loss or damage occurs to Your Motor Vehicle as a result of an act of Terrorism then We will pay for that loss or damage up to the Market Value of Your vehicle, but if You insured for less than the Market Value, then We will pay only up to that sum insured.

In total We won't pay more than \$2,500,000 or any higher amount required by law for all loss or damage from the same Act.

### Legal Liability

Your vehicle must be registered at all times. If Your vehicle is unregistered then cover will not apply. We also do not give indemnity if Your vehicle is registered in the Northern Territory.

We will pay any amount up to a liability limit that You chose, which will appear on Your Policy Schedule, or if You do not select a limit We will provide a limit of \$32,500,000 You in total for any number of claims arising out of one event, which You are held legally responsible to pay as a result of an accident for damages in respect of:

- Bodily injury (fatal or non-fatal to another person) unless covered by a statutory insurance scheme; workers Or accident compensation legislation, industrial award or occurring to Your employee;
- Damage or loss of property of another person not controlled by You;
- Damage or loss to a business premises that You have hired or leased up to \$100,000;

if caused by You Using Your Motor Vehicle or by and during unloading merchandise onto or off Your Motor Vehicle or by merchandise or equipment of Your Motor Vehicle falling on, in or from Your Motor Vehicle.

Our indemnity limit if You are carrying non-hazardous goods is the limit that You chose, which will appear In Your Policy Schedule, or if You did not select a limit We will provide a limit of \$32,500,000.

If You cause a liability and that liability arose out of hazardous goods You Were carrying (of the type indicated in Our Policy at Section 2), then the indemnity is limited as follows:

- Indemnity will only be granted where the accident loss and damage is accidental from Your point of view;
- An indemnity limit of \$1,000,000 applies or alternately a higher limit that You chose, which will appear on Your Policy Schedule.

## Legal Costs

We will pay all costs and expenses incurred by You with Our prior written consent in defence of any claim for which You are entitled to indemnify under the legal liability clause. The amount of indemnity is limited to the proportion that the indemnity limit under Section 2 of this Policy bears to the total settlement or judgment amount.

## Principal or Employer Indemnity

We will indemnify Your Employer or any person who as Principal has engaged You under contract in respect of damages which You cause (and for which You are liable at law), arising out of the Use of Your vehicle while it is being Used on their behalf. The indemnity provided is the same as stated under legal liability and legal costs.

## Recovery

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

Recovery of Your Motor Vehicle does not extend to include salvage of the load carried at the time of the Accident.

## 12 Additional Benefits

These benefits also apply depending on the cover You choose, however the indemnity may be limited within the Policy wording.

- Accidental Overloading
- Acquired Companies
- Additional Interests
- Automatic Inclusion of Addition Vehicles
- Car Parks
- Cost of Repatriation Driver
- Cross Liability
- Death Away from Home

- Emergency Repairs
- Employees' Personal Effects
- Expediting Expenses
- Family Expenses when Driver Hospitalised
- Funeral Expenses
- Fire Brigade Charges
- Hire Costs
- Locks and Keys
- Non Owned Motor Vehicles
- Novated Lease
- Release
- Retrieval Costs
- Repair Guarantee
- Return of Vehicle
- Signwriting
- Trailer in Control
- Tyres
- Uninsured Third Party Motorist Damage Benefit

## 13 Circumstances where You are not covered

Our insurance is designed to provide protection for You in the event of something happening to Your Motor Vehicle which has been insured against.

Under some circumstances this insurance Policy will not provide any insurance cover to You. For example, if You deliberately damage Your vehicle. It is important that You read the exclusions of the Policy so that You are aware of them.

There are things You must do in order for Your insurance cover to apply. For example:

- You have made a "proposal" or "declaration" to Us for the insurance.
- You have paid the premium.

We will indemnify You provided:

- Your accident or theft occurs during the Period of Insurance stated in the Policy schedule.
- Your Motor Vehicle is being used in connection with Your occupation or business, or in the case of a sedan or station sedan, Your occupation, business or private use.
- Your Motor Vehicle is within Australia or is being transported by vessel between ports within its territorial waters.

Briefly, some of the events We will not pay for include:

- Any liabilities You cause using Your Motor Vehicle whilst the Motor Vehicle is unregistered.
- Depreciation, wear and tear, mechanical or electrical or electronic breakdown failure malfunction or breakage, corrosion, faulty design or workmanship.
- Damage to Your Motor Vehicle's tyres by brake application, road cuts, punctures, bursts, blowouts or shredding of tread.
- Loss, damage, liability and/or compensation for damage caused to or by Your Motor Vehicle whilst You consented to Your Motor Vehicle being driven by a person who is under the influence of any drug or intoxicating liquor or in whose breath, blood, urine or oral fluid the level of alcohol or drugs is at or above the concentration where it is an offence to drive or be in charge of a Motor Vehicle under the law of the state or territory in which the incident occurs. If the driver refuses to take a breath test or blood test or provide a specimen or undergo a drug impairment assessment You will also not be covered.
- Engaging in racing, pacemaking, reliability trial, speed attempt or hill-climbing, burn out, stunt or test.
- Being used in an unsafe or un-roadworthy condition, unless such condition could not be readily detected by You.

- Theft of Your Motor Vehicle or any parts of the Motor Vehicle:
  - by any person insured under this Policy
  - by any person to whom the Motor Vehicle is on hire under any agreement of encumbrance or lease.
- Using Your Motor Vehicle to carry passengers for hire or hiring out or lending Your vehicle to other(s).
- Being driven by any person (including You) who is not licensed or authorised to drive Your Motor Vehicle under all relevant laws, by-laws and regulations, for the purpose for which it is being used, and whom You knew or ought reasonably to have known was not so entitled or authorised to do so by law.
- Theft or malicious damage by an employee, agent, director or subcontractor in relation to a real or alleged debt owed by You.
- War, hostilities, civil war, revolution, rebellion.
- Fraud by You or someone else.
- Climatic or atmospheric conditions or extremes of temperatures.
- Recklessness or reckless failure to comply with the law, codes of practice or recognised standards imposed by public authorities.
- Fines and penalties.
- Radioactive or chemical or biological contamination.
- Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it is underground or damage caused by flood whilst in an open cut mine.
- Liability incurred or caused when Your Motor Vehicle is operated as a mechanical tool of trade (this does not apply to crane arms attached to Your Motor Vehicle being used for the purpose of loading or unloading).
- Liability incurred or caused by operating Your Motor Vehicle to lift/move property, where such Motor Vehicles use is as a mobile crane.
- Any liability arising directly or indirectly by, through or from any aviation activity and/or any activity either within or on airport taxiways, parking stations, landing grounds, tarmac or the like, all known as airside, or any temporary landing ground. This exclusion does not apply to Section 1 of the Policy.
- 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.

There are other important exclusions. Refer to the Policy for full details.

## 14 Significant Features

### Loss or Damage

We will not pay any amount exceeding:

- The Market Value (which includes the Extras as defined in the Policy but excludes GST. Note: You may be entitled to a credit for any GST paid) at the time of loss or damage; or
- The sum insured (which includes the Extras) at the time of loss or damage, whichever is the lesser amount.

We will not pay more than the sum insured in the Schedule at the time of loss, for any one accident or theft.

### Disclosure Obligations

You have certain disclosure obligations that You need to comply with. Failure to comply with these obligations may have consequences in terms of both Your insurance cover or in the event that You make a claim. Your disclosure obligations and the consequences of not complying with these obligations are outlined in the Policy.

We shall avoid this insurance in the event of fraudulent misrepresentation or fraudulent non-disclosure.

## Excesses

If You make a claim under the Policy, You may be required to pay one or more excesses.

The description of these excesses and the circumstances in which they are applied are shown in the Policy.

There will always be a 'base' Excess, and the amount of this Excess will depend on what type of Motor Vehicle You own and where in Australia You are based.

Excesses for being under 21 years or 23 years of age and/or inexperience in driving history also apply and are in addition to any base Excess. These are shown in the Conditions section of the Policy.

The base Excess will be shown on Your Policy schedule attached to the Policy document whilst the additional excess information is contained within the Policy wording. Please read these. Should You require additional clarification You should ask Our representative for explanation.

You must pay the amount of the Excesses for each claim unless We say so in writing.

## Reasonable Care

You and any person acting on Your behalf must exercise reasonable care and take precautions to prevent loss or damage to the Motor Vehicle or personal injury, employ only competent employees and comply with all statutory obligations and by-laws or regulations and recognised standards imposed by any public authority, for the safety of the Motor Vehicle(s), for the carriage of goods and merchandise and the prevention of personal injury or damage to property.

## Change of Circumstances

During the term of the Policy, You must give immediate written notice to Us of any change in circumstances from those that existed at the time the cover was proposed. We may not be liable for any claims after such a change, unless We agreed in writing.

## 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.

## Cancelling Your Policy

You may cancel Your Policy or an individual product within the Policy by giving Us notice in writing. We will refund premium for each day of the unexpired Period of Insurance, less a 10% cancellation fee.

## Hazardous/Dangerous Goods

Refer to the Policy for important information and limitations and exclusions for hazardous/dangerous goods.

A claim may be refused

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

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

We may change procedures or other information in this PDS (other than the Policy) from time to time. Advance notice of any changes will be given where feasible.

## 15 Costs

### How the Premium is Calculated?

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

- Claim history and experience of insured;
- Type of vehicle;
- Usage of vehicle;
- The location of the vehicle;
- Sum insured.

## 16 Other Matters That May Affect The Cover We Offer You

- Driver History;
- Driver Skills;
- Driver Age;
- Driver Experience.

## 17 General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice.

We are committed to raising standards of service to Our customers. This voluntary 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).

# Part B: Fleet Motor Policy

Please take time to read Your Policy. You need to know and understand its details. In particular We recommend You make sure that all the details which are shown in Your Policy Schedule are correct. Let Us know immediately if any change is necessary. If You do not understand any part of the Policy, please ask Us to explain it to You or contact Your insurance broker or Our licensed agent for an explanation.

The addresses, telephone, facsimile and e-mail addresses of Our offices are shown on the back cover of this Policy document.

Keep Your Policy in a safe place so that You can refer to it if You feel You need to claim.

Do not wait until a claim arises to make sure You understand Your Policy.

## IF YOU HAVE AN ACCIDENT

If You have an accident just call NTI ACCIDENTASSIST on 1800 684 669 (1800 NTI NOW) and We can take care of the following:

- Ensure the driver and other parties receive medical attention.
- Provide over the phone trauma assistance until help can arrive.
- Authorise NTI Heavy Motor Recovery Operators to recover Your vehicle using latest skills and equipment to prevent further damage to Your vehicle.
- Arrange the transportation of the driver back to base.
- Relay urgent messages on Your behalf.
- Clean up the Accident scene.
- Post – trauma counselling for the driver.
- Referral to a financial adviser if the business is suffering due to the Accident.
- Ensure Your load recovery cost is fair for You or Your cargo insurer.

## COOLING OFF

You have 21 days to consider this Policy to be sure You have the Cover You require. If it is not the Cover You require, You can cancel the Policy within 21 days from the day that Cover began. To do this You must advise Us in writing and return the Policy Schedule to Your nearest National Transport Insurance office. You will receive a full refund of premium provided that nothing has occurred for which a claim is payable under Your Policy.

## RESOLVING YOUR COMPLAINTS

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

If You have a complaint or dispute about Your insurance policy, decisions on Your claim or Our service or the service of Our authorised representatives, loss adjusters or investigators, You may access Our internal dispute resolution process. To do so, please contact Our closest office to You. If we are unable to resolve Your complaint, You may opt to access Our external dispute resolution process by requesting the concern be reviewed by the Insurance Industry's Review Panel. The review panel is administered by the:

**Financial Ombudsman Services Ltd., ABN 67 131 124 448  
National Toll Free number 1300 780 808.**

Brochures outlining the operations of Ombudsman are available from the Insurance Council of Australia in Your state.

## Internal Dispute Resolution

Once You contact Us, Our staff will help You in every way they can. If Our staff are unable to resolve Your complaint, they will refer Your concern to their supervisor who will deal with the matter promptly. If the supervisor cannot resolve the matter, You can ask them to refer it to Our internal dispute resolution process. Our Dispute Resolution Officer will investigate and try to reach a satisfactory outcome. You will be advised in writing of Our final decision, within 15 business days. The dispute resolution process is a free service to You.

A Brochure on the Dispute Resolution System is available from any of Our offices.

## External Dispute Resolution

If Your dispute is about a claim and You do not agree with Our decision, Your claim can be reviewed through the Ombudsman. The Ombudsman is an impartial body that is independent of Us. It will investigate Your claim and make a decision at no cost to You. It has specific Terms of Reference it adheres to.

## GENERAL INSURANCE CODE OF PRACTICE

Insurers have agreed to be bound by the General Insurance Code of Practice ("Code"). The Code is a commitment by the insurance industry to raise its standards of practice and service. We are a signatory to the Code.

The Code aims to:

- describe standards of good practice and service to be met by participating insurers;
- promote disclosure of information relevant and useful to consumers so as to allow them to make an informed choice and compare one product with another;
- facilitate the education of consumers about their rights and obligations with insurance contracts;
- promote informed and effective relationships between consumers, insurers and authorised representatives; and
- ensure insurers to have fair procedures for resolution of disputes between consumers and insurers or consumers and authorised representatives.

More information about the Code can be obtained from Us direct or Our website [www.nti.com.au](http://www.nti.com.au) or contacting the Insurance Council of Australia ("ICA") directly (the ICA has an office in most capital cities) or via their website at [www.ica.com.au](http://www.ica.com.au).

## PRIVACY POLICY

We appreciate that as a Client of Ours, You trust Us with Your personal information and We are committed to safeguarding Your privacy. In complying with the National Privacy Principles We will collect and use Your personal information:

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

You can request access to Your personal information by phoning or writing to Us.

We will take all reasonable steps to make sure that the personal information 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.

We will disclose Your personal information only for the purpose for which it was collected which may include disclosing your personal information to third parties with whom We have arrangements to protect Your privacy.

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

Our privacy protocols are comprehensively set out on Our website, including the procedure to be adopted in the event of a dispute.

## REPAIR INDUSTRY CODE OF CONDUCT

NTI complies with the Repair Industry Code of Conduct.

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

We only use Original Equipment Manufactured parts when available subject to Our general policy concerning parts. By using Original Equipment Manufactured parts, We can guarantee the quality of parts used in the repair process. In the event that Original Equipment Manufactured parts, Take-off and recycled parts are not available only then with Your permission will We seek to fit Non-Original Equipment Manufactured parts.

We guarantee the quality of workmanship and materials used in Our authorised repair of Your Vehicle for the life of the 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 the 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 the Motor Vehicle.

## OUR AGREEMENT WITH YOU

Based on the information in Your Insurance Proposal, and the statements and declarations that You have made in support of Your application for insurance and provided that You have paid the premium by the Due Date, We will insure you for the

Cover specified in Your Policy Schedule, subject to the terms, conditions and exclusions that are set out in this Policy.

Your Policy consists of:

- 1) this Policy document, which sets out the conditions of Cover, exclusions and the terms and conditions that apply to the Policy 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 on Your Policy Schedule or otherwise notified by Us to You in writing.
- 4) Your Insurance Proposal, the declarations and statements that were made when You applied for Cover from Us and every other matter which You subsequently declare or state to Us when You, replace, vary, extend or reinstate your Policy.

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

## THE COVER

Subject to the following terms and conditions, this Policy provides Cover for Your Motor Vehicle and Cover for Your liability to third parties for Personal Injury or Damage to Property arising out of the use of Your Motor Vehicle during the Period of Insurance.

**Section 1** provides Cover for Your Motor Vehicle if it is damaged or stolen during the Period of Insurance.

**Section 2** provides Cover for Your liability to third parties for Personal Injury or Damage to Property that arises from the use of Your Motor Vehicle during the Period of Insurance.

**Section 3** of this Policy provides Cover for legal costs incurred by You with Our prior written consent in defending a claim for which there is Cover under Section 2 of this Policy.

**Section 4** provides Cover to Your employer or a principal who has engaged You under contract for damages caused whilst Your Motor Vehicle is being used on their behalf.

**Section 5** provides Additional Benefits including automatic Cover for replacement Motor Vehicles acquired by You during the Period of Insurance (subject to certain conditions), costs associated with repatriating a driver following Accident or theft, a contribution towards costs of transportation of a driver who dies as a result of an Accident for which there is Cover under Section 1 of this Policy, and finance payout for certain classes of Motor Vehicle.

**Section 6** applies to the settlement of Your claim if there is loss or damage to Your Motor Vehicle as a result of Terrorism during the Period of Insurance.

## GENERAL DEFINITIONS THAT APPLY TO THIS POLICY

WORD	MEANING
<b>Accident</b>	means an unintended, unforeseen, unlooked-for happening or mishap, which is not expected nor designed.
<b>Another Person</b>	means an individual or number of individuals other than: <ul style="list-style-type: none"> <li>• You or any of Your relatives who ordinarily reside with You, or with whom You ordinarily reside;</li> <li>• a person who is one of Your business partners or employees acting as same;</li> <li>• where You are a firm or corporation, a person who is a business partner, director, or employee of the firm or corporation.</li> </ul>
<b>Cover</b>	means the benefit and protection provided by the Policy specified in Your Policy Schedule.
<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>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 this Policy.
<b>Expiry Date</b>	This policy expires at 4.00pm Local Standard Time (LST) of Our office issuing this policy, on the date shown in the Policy Schedule as the "to" date.

WORD	MEANING
<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>Market Value</b>	means the value of Your Motor Vehicle exclusive of GST immediately prior to the Accident using market prices and taking into consideration the age, specifications and condition of Your Motor Vehicle.
<b>Mobile Plant</b>	means a Motor Vehicle known as a backhoe, bulldozer, endloader, forklift, industrial crane or hoist, other mobile machinery/equipment, agricultural implement.
<b>Motor Vehicle(s)</b>	means: <ul style="list-style-type: none"> <li>any type of machine designed for use on land only, but not a tramway vehicle, a railway vehicle or a hybrid vehicle whilst used on rails; or</li> <li>a trailer; or</li> <li>a non motorised machine or implement,</li> </ul> described in Your Policy Schedule.
<b>National Transport Insurance</b>	means the joint venture of the following insurers in the proportions shown: CGU Insurance Limited: ABN 27 004 478 371; AFSL 238291 – 50% Vero Insurance Limited: ABN 48 005 297 807; AFSL 230859 – 50% This means that each insurer is only responsible for its half share.
<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>Personal Injury</b>	means bodily injury, death, sickness, disease, shock, fright, mental injury or mental anguish.
<b>Policy</b>	means this document, Your Policy Schedule, the Insurance Proposal, any declarations and statements You make to Us and any other notice We give You in writing, all to be read together.
<b>Policy Schedule</b>	means the most current insurance details and attachments to them, issued to You by Us. It sets out Your Policy number, Excess and any special conditions, endorsements and limits which apply to Your Policy.
<b>Sum Insured</b>	means the amount(s) specified in Your Policy Schedule which will be the maximum amount We will pay, subject to the application of any Excess.
<b>Terrorism</b>	means an act, including but not limited to the use of force or violence (or the threat of force or violence), of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
<b>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>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>We/Our/Ours/Us</b>	means National Transport Insurance through 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.

## SECTION 1: LOSS, DAMAGE OR THEFT OF YOUR MOTOR VEHICLE

### IMPORTANT NOTICE

This Section 1 does not provide Cover for loss or damage of whatsoever nature directly or indirectly caused by, resulting from or in connection with or in response to any Terrorism (declared or not declared) regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.

(For any claim relating to loss or damage as a result of Terrorism, see Section 6 of this Policy).

### What You are insured for in Section 1

Subject to the terms applicable to this Policy and payment of any applicable Excess We will pay, as a result of an Accident or theft occurring during the Period of Insurance, for:

1. loss or damage to or theft of Your Motor Vehicle;
2. loss or damage to or theft of Your Motor Vehicle's extras being;
  - (a) its accessories (including built-in radio / CB radio / fixed telephone / refrigerator / TV receiver / CD player);
  - (b) tools and spare parts (limited to \$1,000 any one event);
  - (c) tarps, gates, chains, chain dogs, and the like (limited to \$5,000 any one event, unless otherwise specified in Your Policy Schedule.)

whilst they are in/on or attached to Your Motor Vehicle

### SETTLEMENT CLAUSE

#### How We will settle Your claim:

Where Your Motor Vehicle or its extras sustain loss or damage resulting from an Accident or from the theft of Your Motor Vehicle or theft of Your Motor Vehicle's extras We will decide whether to:

- (1) repair, reinstate or replace the damaged parts of Your Motor Vehicle and extras; or
- (2) pay the amount of the loss or damage as determined or agreed by Us; or
- (3) replace Your Motor Vehicle;

however where the driver of Your Motor Vehicle or their spouse, domestic partner, child or immediate relative dies from injuries directly sustained in the Accident, then at Your election We will treat Your Motor Vehicle as a Total Loss, but in all circumstances, We will not pay any amount exceeding:

- (a) the Market Value (which includes the extras) at the time of the loss or damage;
- or
- (b) the Sum Insured (which includes the extras) at the time of the loss or damage;

whichever is the lesser amount.

### New vehicle replacement

Where Your Motor Vehicle is:

- (a) 1. a Prime mover;
2. an articulated trailer (excluding stock or tanker type trailers);
3. a rigid body truck with 3.5 tonne or greater carrying capacity (excluding stock and tanker application, concrete agitator vehicle, garbage compactor or other specialist application body type rigid vehicle);

and within the two years of its original registration after new manufacture Your Motor Vehicle becomes a Total Loss, then at Your election We will replace Your Motor Vehicle with a new one (excluding on road costs), where an equal model is available, but for this purpose We will only pay up to the maximum value of the Sum Insured specified in Your Policy Schedule.

If You elect not to replace, or the equal model is not available, then We will pay:

- (i) the Market Value (which includes the Extras) at the time of the loss or damage;
- or
- (ii) the Sum Insured (which includes the Extras) at the time of the loss or damage;

whichever is the lesser amount.

- (b) a sedan, station sedan, coupe or utility which becomes a Total Loss within twenty four (24) months of the commencement date of the original registration, then We will replace Your Motor Vehicle with a new one (excluding on road costs) of the same make, model or series (subject to availability) or at Our option pay the equivalent cash amount of such replacement.

### Finance Payout Protection

Specific definition that applies only to this clause:

Payout Amount means the amount owing at the time of the Accident under any lease, hire purchase or similar agreement to which Your Motor Vehicle is subject, but excluding arrears, penalties, costs or charges owing or payable by You under those finance agreements.

#### Protection:

Where Your Motor Vehicle under a lease, hire purchase or similar agreement, becomes a Total Loss during the Period of Insurance as a result of an Accident, We shall pay in respect to Motor Vehicles (with a Market Value of \$400,000 and below), as follows:

1. where the Sum Insured is less than the Market Value, – the Sum Insured plus an additional cover of 12.5% thereof; or
2. where the Sum Insured is equal to the Market Value, – the Market Value plus an additional cover of 12.5% thereof; or
3. where the Sum Insured is more than the Market Value, – the Market Value plus an additional cover of 12.5% thereof; or
4. where the Sum Insured or Market Value is more than the Payout Amount, – the settlement as described in the Settlement Clause of Section 1

Where the Market Value is in excess of \$400,000, the additional cover of 12.5% in 1, 2, 3 and 4 above shall reduce to 7.5% in all circumstances.

In the case of 1 above, where the Payout Amount is less than the Sum Insured plus the applicable percentage of cover, We will pay the Payout Amount.

In the case of 2 & 3 above, where the Payout Amount is less than the Market Value plus the applicable percentage of cover, We will pay the Payout Amount.

This Finance Payout Protection clause will not apply where loss or damage is caused directly or indirectly by theft and/or fire, other than fire as a result of impact damage.

### LIMIT OF COVER

We **will not** pay more than the Sum Insured specified in Your Policy Schedule at the time of loss, for any one Accident (subject to the Finance Payout Protection clause applying), or theft.

We **will not** pay more than \$10,000,000 in aggregate under Section 1 of this Policy for Loss or Damage to Your Motor Vehicles insured by Us, arising out of the same event.

### RECOVERY

In addition We **will** pay the reasonable cost of protection and recovery of Your Motor Vehicle to the nearest qualified repairer (or if You choose, to Your base of operations or a repairer of Your choice subject to NTI first authorising or arranging the recovery transportation) for the type of Motor Vehicle damaged, or place of safety following loss or damage covered by this Policy.

Recovery of Your Motor Vehicle does not extend to include salvage of the load carried at the time of the Accident.

## SECTION 2: LEGAL LIABILITY TO THIRD PARTIES

### IMPORTANT NOTICE

This Section does not cover liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with or any response to any Terrorism (declared or not declared) regardless of any other cause or event contributing concurrently or in any other sequence to the legal liability, including action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

### SPECIFIC DEFINITION THAT APPLIES ONLY TO SECTION 2

Your **Motor Vehicle** means Your registered Motor Vehicle.

### COVER

#### What You are insured for in Section 2

We **will indemnify** You up to the Limit of Indemnity as specified in Your Policy Schedule (subject to the liability limits specified in Parts 1 and 2 below) for any amount which You are held legally responsible to pay as compensation for:

- (A) Personal Injury directly to Another Person;
- (B) Damage to Property of Another Person;

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

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

Our total liability (inclusive of all costs and expenses) will not exceed the amount stated as the Limit of Indemnity as specified in Your Policy Schedule (subject to the liability limits specified in Parts 1 and 2 below) in respect of any one claim or series of claims arising from any one event.

We will also indemnify You for Your liability to pay compensation to Another Person for an acceptable claim under this Section of the Policy where Your employee is driving, using or in charge of Your Motor Vehicle.

#### PART 1 – Non Dangerous goods carrying liability

Where the cargo of Your Motor Vehicle is non dangerous goods in terms of the Australian Dangerous Goods Code, the Limit of Indemnity is up to the amount specified in Your Policy Schedule in total.

#### Removal of Non Hazardous Debris

Where costs, charges and expenses have necessarily and reasonably been incurred to clean up and remove any non hazardous debris, being merchandise that has fallen from Your Motor Vehicle as a result of an Accident and, after settlement of any claim by You under any applicable Cargo Transit or Carrier’s Liability Insurance over Your cargo for removal of the same debris, there remains an amount in excess of that settlement (excess loss amount) for which You still incur a loss, then We will pay any excess loss amount up to \$50,000 arising out of that Accident.

#### PART 2

##### (A) Hazardous / Dangerous goods carrying Liability.

For the purpose of this Part 2, Vehicle Combination means a motorised towing vehicle and any joined trailer(s).

Where the cargo of Your Motor Vehicle falls within any of the following dangerous goods classes in terms of the Australian Dangerous Goods Code, We will indemnify You in total for any one loss / any one Vehicle Combination up to a limit of \$1,000,000 or the amount specified in Your Policy Schedule as Your Limit of Indemnity for Hazardous Goods, where the Accident loss or damage is accidental from Your standpoint.

<b>Class 1</b>	explosive substances or articles
<b>Class 2</b>	gases
<b>Class 3</b>	flammable liquids or substances
<b>Class 4</b>	flammable solids or substances
<b>Class 5</b>	oxidising agents or organic peroxides
<b>Class 6.1</b>	toxic substances
<b>Class 8</b>	corrosive liquids or substances
<b>Class 9</b>	miscellaneous dangerous goods

#### (B) Hazardous/Dangerous Goods Clean-up

Within the Limit of Indemnity for Part 2 of Section 2 of this Policy, We will indemnify You for the costs, charges and expenses incurred by or on behalf of a public authority for the cleaning up and removal of an escape of contained hazardous/dangerous goods as a result of an Accident.

Where costs, charges and expenses have also been incurred by or on behalf of a public authority for the cleaning up and removal of Your load as a result of an Accident and, after settlement of any claim by You under any applicable Cargo Transit or Carrier’s Liability Insurance over Your load for removal of Your load, there remains an amount in excess of that settlement (excess loss amount) in respect of which You still incur a loss, then We will pay any excess loss amount within the Limit of Indemnity for Part 2 of Section 2 of this Policy.

### SPECIFIC CLAIM CONDITION THAT APPLIES ONLY TO SECTION 2

#### Medicare Notification

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

### SPECIFIC EXCLUSIONS THAT APPLY ONLY TO SECTION 2

We will not pay:

#### 1. Property in Your physical or legal control

- (a) if the property damaged is owned by You;
- (b) if the property damaged is in Your physical or legal control. However, if such property damage is to property leased or rented by You as Your business premises We will pay up to \$250,000 for any one Accident, unless otherwise insured by You under an Industrial Special Risks or Fire and Perils insurance policy.
- (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 Motor Vehicle

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

### 3. Motor Vehicle Liability

- (a) for any claim for Personal Injury;
- 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 Motor Vehicle:
    - where You or any person using Your Motor Vehicle has or is entitled to be indemnified wholly or partially by any compulsory statutory insurance scheme or accident compensation scheme; or
    - 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 the failure to register or insure Your Motor Vehicle or comply with a term or condition of such a scheme such indemnity has been refused.
  - arising out of or in any way connected with a defect in Your Motor Vehicle (or in a Motor Vehicle) but if Your Motor Vehicle is a Queensland registered Motor Vehicle only if the defect causes loss of control whilst it is being driven.
  - arising out of the use of Queensland registered Mobile Plant, and the Personal Injury occurs whilst such Mobile Plant is on land not designated as:
    - a road according to law; or
    - a public place.
  - arising out of the use of a Queensland or New South Wales registered trailer whilst that trailer is being towed by a Motor Vehicle or is running out of control having become detached accidentally from such Motor Vehicle at the time the Personal Injury occurs.
  - arising out of the use of or in connection with Your Motor Vehicle, if Your Motor Vehicle is registered in the Northern Territory.
- (b) for any amount:
- which is in excess of or below any monetary or other limitations or threshold amount imposed by law, or
  - which by operation of law is otherwise not covered.

### 4. Employers' Liability

for:

- 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;
- any liability to any person for Personal Injury arising out of, or sustained in the course of, the employment of such person by You in Western Australia;
- any other liability imposed by the provisions of:
  - any workers' compensation, accident compensation or similar legislation, or
  - any industrial award or agreement or determination or any contract of employment or workplace agreement.
- 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 any liability arising out of any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

### 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.

## SECTION 3: LAW COSTS

We agree that by giving Our prior written consent for You to defend any claim for which You would be indemnified under Section 2 of this Policy, You will be entitled to reimbursement of all costs and expenses, in the proportion that the applicable limit insured under Section 2 of this Policy bears in relation to the total amount required to settle the claim or discharge the judgement for damages.

## SECTION 4: PRINCIPAL OR EMPLOYER INDEMNITY

We will indemnify under Sections 2 & 3 of this Policy Your employer or any person who as principal has engaged You under contract in respect of damages which You cause (and for which You are liable at law) arising out of the use of Your Motor Vehicle during the Period of Insurance whilst being used on their behalf.

## SECTION 5: ADDITIONAL BENEFITS

### ACCIDENTAL OVERLOAD

Exclusion 6(b) of Your policy is deleted where You prove to Us and We accept that such overloading was accidental.

### ACQUIRED COMPANIES

Your Policy extends to include any company, subsidiary or firm formed purchased or acquired by You during the Period of Insurance provided that You:

- hold the legal right to control the decisions of such company, subsidiary or firm;
- advise Us of Your interest in such company, subsidiary or firm not later than 30 days from the date of attachment of such interest;
- declare to Us the details of all additional vehicles to be insured and pay such additional premium as may be required by Us.

### ADDITIONAL INTERESTS

Your Policy extends to include the interests of lessors, financiers, trustees, mortgagees, owners and other parties financially interested in the insured property, the nature and extent of such interest to be disclosed in the event of loss, damage or liability. Where the Policy 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 shall on becoming aware of any act or neglect whereby the risk of loss, damage or liability has increased, give notice in writing to Us.

### AUTOMATIC INCLUSION OF ADDITIONAL VEHICLE

Any additional and/or replacement Motor Vehicle acquired during currency of this Policy, whether on a permanent or temporary basis (which includes borrowed vehicles other than a trailer belonging to Your principal contractor) is automatically held covered under this Policy from the time You become legally responsible for it, provided such addition is notified within 30 days of acquisition, and the Motor Vehicle is of a like and similar kind to those already insured by this Policy.

The Excess payable on the newly acquired Motor Vehicle shall be the same as the Excess for a like and similar kind of Motor Vehicle currently insured by this Policy but an additional premium may be charged.

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

## CAR PARKS

We shall not apply the Specific Exclusion contained in Section 2 under exclusion 1 (b) 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.

## COST OF REPATRIATING DRIVER

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

1. You contact NTI's ACCIDENTASSIST on 1800 684 669 for them to arrange such travel.
2. There is a valid claim under Section 1 of this Policy.
3. The loss occurred outside a radius of 100 kilometres from the point of departure.

This additional benefit is additional to the Sum Insured specified in Your Policy Schedule for Your Motor Vehicle which is the subject of Your claim under Section 1 of this Policy.

## CROSS LIABILITY

Under Sections 2 and 3 where You are comprised of more than one party, the words "You/Your" shall 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 shall operate to increase Our Limit of Liability for these Sections under this Policy.

## DEATH AWAY FROM HOME

If the driver of Your Motor Vehicle dies in an Accident covered by Your Policy, and the Accident occurs outside a radius of 100 kilometres from the point of departure, then We will pay up to \$2,500 toward the transportation of the deceased to a location within Australia nominated by the deceased's next of kin.

## EMERGENCY REPAIRS

You may carry out temporary repairs to a limit of \$5,000 without referral to Us, to return Your vehicle to a place of safety.

## EMPLOYEES' PERSONAL EFFECTS

We will indemnify You in respect of Your employees' property that is lost or damaged, as a result of an Accident to Your Motor Vehicle, (for which a claim is payable under Section 1 of this Policy). We will cover Your employee for so much of any loss as is not covered by any Personal Effects or Household Contents Insurance policy, subject to deduction of allowance for age, depreciation, wear and tear and limited to \$2,500 for any one employee any one claim.

## EXPEDITING EXPENSES

Indemnity provided by this Policy for theft, accidental loss or damage to Your Motor Vehicle shall also include the reasonable costs incurred for express carriage rates and extra payment for overtime, night, Sunday or holiday pay incurred in connection with the repair of indemnified damage provided such cost does not exceed 50% of the market cost for such services or \$5,000 in total any one loss, whichever is the lesser.

## FAMILY EXPENSES WHEN DRIVER HOSPITALISED

At Your option, where the driver of Your Motor Vehicle sustains Personal Injury requiring hospitalisation as a result of Accident covered by this Policy, We agree to pay for the reasonable cost of transport and accommodation (within Australia only) incurred by the injured driver's family member to get to the hospital. We will pay up to \$2,500 in total in any one Period of Insurance.

## FUNERAL EXPENSES

At Your option, where the driver of Your Motor Vehicle sustains a fatal injury as a result of an Accident covered by this Policy, We agree to pay for the reasonable funeral costs, including travels costs (within Australia only) for the deceased driver's spouse and children. We will pay up to \$5,000 in total in any one Period of Insurance. This benefit will only apply provided there is no entitlement under any compulsory statutory insurance scheme or accident compensation scheme.

## FIRE BRIGADE CHARGES

If Your Motor Vehicle is accidentally damaged, We shall pay for costs that may be charged by the Fire Brigade for their services at the Accident scene.

## HIRE COSTS

If Your Motor Vehicle is stolen, We will pay the reasonable cost of hiring a similar replacement vehicle up to an amount of \$10,000 in hire costs for any one theft.

We will not pay for:

- (a) hiring costs incurred after the day of recovery of Your Motor Vehicle,
- (b) a total hire period greater than 30 days from the day of theft.

## LOCKS AND KEYS

If Your keys are lost, damaged or destroyed, or if there are reasonable grounds to believe the keys may have been illegally duplicated, We will pay the costs of replacing and/or recoding the locks and/or keys. We will pay up to \$5,000 during any one Period of Insurance and this additional benefit is not subject to loss or damage to Your Motor Vehicle covered under the Policy. No Excess applies if there is no loss or damage to Your Motor Vehicle.

## NON-OWNED MOTOR VEHICLES

We agree to indemnify You against liability as described in Sections 2 and 3 of the Policy in respect of a Motor Vehicle not owned or supplied by You whilst such Motor Vehicle is in the charge of or being driven by a person who is authorised by You to use the Motor Vehicle on behalf of You whilst on Your business.

Provided that in so far as is allowed by law this indemnity will only apply in respect of so much of any loss as is not covered by any other Policy of insurance.

## NOVATED LEASE

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

## RELEASE

Notwithstanding exclusion (3), 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.

## RETRIEVAL COSTS

It is understood and agreed that in the event of any Motor Vehicle becoming unintentionally immobilised in any physical situation in or about the site of any contract undertaken by You, other than as a result of mechanical, electrical, or electronic failure, the necessarily incurred cost of recovery and/or withdrawal therefrom shall be deemed to be the "damage" within the meaning of this Policy;

provided that:

- (i) Our liability in respect of such cost will not exceed \$20,000 during the Period of Insurance.
- (ii) Where You provide Your own equipment, for the purposes of recovery, settlement shall be at cost without allowance for profit.

## REPAIR GUARANTEE

We guarantee the quality of workmanship and materials used in Our authorised repair of Your Motor Vehicle for the life of the 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 the Motor Vehicle.

## RETURN OF VEHICLE

If Your Motor Vehicle is damaged or stolen, We shall pay the reasonable cost of returning Your Motor Vehicle to You following its repair, or the reasonable cost of returning Your Motor Vehicle to Your usual place of garaging when the Motor Vehicle has been recovered following its theft.

In either case, We shall only pay up to a maximum amount of \$5,000.

## SIGNWRITING

Where Your Motor Vehicle is repairable, We will pay for the reasonable cost of reinstatement of signwriting and artwork existing at the time of loss or damage in connection with a claim under Section 1 without any limitation.

## TRAILER IN CONTROL

Where one or more trailers are being used in connection with a prime mover or rigid body truck insured under this policy, We will indemnify You for any liability for loss or destruction of or damage to only one trailer attached, up to a maximum \$100,000, provided:

- (1) the trailer was in Your control at the time of the loss or damage, and was not owned, mortgaged, leased, or on hire by You;
- and,
- (2) that the terms and conditions of endorsement FE031 apply to this indemnity.

Any additional trailers not owned, mortgaged or leased by 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.

However this clause does not apply to any trailer You borrow, unless it belongs to Your principal contractor.

## TYRES

If We agree to pay a claim under Section 1 and a tyre cannot be used as a direct result of damage sustained from a loss covered under this Policy, then We will pay for the new replacement cost of a similar make and specification. This benefit only applies when the condition of the damaged tyre's tread conforms with legal requirements at the time of damage and it was not a recapped or retread tyre.

## UNINSURED THIRD PARTY MOTORIST DAMAGE BENEFIT

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

Under this clause, the maximum amount We will pay for all claims from any one Accident or series of Accidents arising out of one cause or event is the lesser of \$2,500 or the Market Value of Your Motor Vehicle at the time of the loss or damage. If We pay You the Market Value, then Your Motor Vehicle in its damaged condition will, at Our option, become Our property.

We will, at Our option, either:

1. repair Your Motor Vehicle to its condition immediately prior to the time of loss or;

2. pay You the cost of repairs to Your Motor Vehicle;

subject to the maximum amount, resulting from Accidental loss or damage to Your Motor Vehicle, provided You can satisfy Us that the Accident which gave rise to the claim was totally the fault of the driver of another vehicle and:

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

## SECTION 6: TERRORISM LOSS OR DAMAGE

General Exclusion 27 **does not apply** to this Section 6 of Policy.

We **will pay** for loss or damage to Your Motor Vehicle as a result of Terrorism occurring to it during the Period of Insurance.

### How We settle Your claim.

We will, at Our option, either:

- (1) repair, reinstate or replace the damaged parts of Your Motor Vehicle and Extras; or
- (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 (which includes the Extras) of the 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 You have insured up to.

We **will not pay** more than \$2,500,000 in aggregate under this Section 6 of this Policy for loss or damage to Your Motor Vehicles insured by Us, arising out of the same act of Terrorism.

## EXCLUSIONS TO THE POLICY

We will not pay for;

### 1. DETERIORATION

Loss or damage to Your Motor Vehicle due to:

- (a) depreciation, wear and tear, or corrosion;
- (b) mechanical or electrical or electronic breakdown, failure, malfunction or breakage;
- (c) faulty design or workmanship.

### 2. TYRE DAMAGE

Loss or damage caused to Your Motor Vehicle's tyres by, brake application, road cuts, punctures, bursts, blowouts or shredding of tread, or damage to rubber tracks of vehicles described as class 9a, 9b, 9c or 9d in Your Policy Schedule through cuts and/or ruptures.

### 3. LIABILITY UNDER AGREEMENT

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.

### 4. DRIVING UNDER THE INFLUENCE OF DRUGS OR ALCOHOL

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst Your Motor Vehicle is being driven by or is in the charge of or in control of You or any person:

- (a) under the influence of any drug or of intoxicating liquor to such an extent so as:
  - (i) to be incapable of having proper control of Your Motor Vehicle; or

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

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

However this exclusion will not apply if:

- (1) there are any relevant statutory provisions to the contrary, or
- (2) 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
  - ii) 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.

## 5. RACING/TESTING

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it was engaged in any kind of motor sport, racing, pacemaking, reliability trial, speed attempt, hill-climbing, burn-out, stunt or test (other than for a test following service or repair).

## 6. EXCEEDING LIMITS

Loss or damage to Your Motor Vehicle (where Your Motor Vehicle also means a trailer or trailer combination), or liability incurred or caused whilst:

- (i) it is carrying, lifting, hauling, or towing, any load; or
- (ii) it is being operated in a manner:

that exceeds;

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

## 7. VIBRATION

Loss or damage to Your Motor Vehicle or liability incurred or caused through vibration from You using Your Motor Vehicle.

## 8. UNROADWORTHY/UNSAFE VEHICLES

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it is being used in an unsafe or unroadworthy condition, unless that condition could not be readily detected by You.

## 9. UNLICENSED OR UNAUTHORISED DRIVERS

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it is being driven by You or any person who is not licenced or authorised to drive Your Motor Vehicle under all relevant laws, by-laws and regulations, for the purpose for which it is being used, and whom You knew or ought reasonably to have known was not entitled or authorised to do so by law.

## 10. HIRE, FARE OR REWARD

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it is being used for the conveyance of passengers for hire, fare or reward. If Your Motor Vehicle is a bus or coach and liability is for loss or damage to the property of passengers in or on Your Motor Vehicle, or entering or exiting therefrom, or about to do so, then it is not covered by this Policy.

## 11. HIRE, LEASE OR LOAN TO A THIRD PARTY

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it is the subject to any agreement for hire, lease, let or loan by You to any other party.

## 12. FUEL SYSTEM COMPLIANCE

Loss or damage to Your Motor Vehicle or liability incurred or caused:

- (a) whilst it is being used with a fuel system that does not comply with the relevant Australian Standards Code, where such loss arises directly or indirectly from or by such fuel system, and or
- (b) due to the incorrect use of fuel or additive. This exclusion 12 (b) only applies to Section 1 of this Policy.

## 13. ILLEGAL ALTERATIONS OR MODIFICATIONS

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it is being operated with illegal alterations or modifications so that Your Motor Vehicle does not comply with any Machinery Act or regulations or any relevant law, by-law, regulation, the Australian Standards Code or the manufacturers' standard design.

## 14. DUAL OR MULTI-LIFTING OPERATIONS

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it is 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.

## 15. THEFT DURING/AFTER A FIRE OR ACCIDENT

Loss by theft during or after the occurrence of a fire, or following an Accident unless and until such steps as are reasonable and practicable have been taken to ensure the safety of the Motor Vehicle and all other property the subject of Cover under this Policy.

## 16. THEFT

Loss or damage to Your Motor Vehicle or any of its parts or liability incurred or caused by theft of Your Motor Vehicle or any such parts:

- (a) by You;
- (b) by any person to whom Your Motor Vehicle is on hire under any agreement of encumbrance or lease;
- (c) by any person for whose debt Your Motor Vehicle stands as security under or pursuant to any agreement entered into by You;
- (d) by 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.

## 17. LAWFUL SEIZURE

Loss or damage to Your Motor Vehicle or liability incurred or caused by lawful seizure or other operation of law.

## 18. VOLUNTARY PARTING WITH POSSESSION

Loss or damage to Your Motor Vehicle or liability incurred or caused by You, or any person acting on Your behalf or with Your authority, parting with the title to, or possession of Your Motor Vehicle, whether voluntarily or induced to do so by any fraudulent scheme, trick, device or false pretence.

## 19. CONNIVANCE

Loss or damage to Your Motor Vehicle or liability incurred or caused by an act or connivance by You or any person acting for You or on Your behalf that is either wilful, deliberate or criminal.

## 20. UNDERGROUND

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it is underground.

## 21. YOUR CONSEQUENTIAL LOSS

Loss incurred by You as a consequence of an inability to use Your Motor Vehicle following accidental loss or theft.

## 22. DRILL SHAFT/BIT

Loss or damage to the drill shaft or bit of any drilling rig or machine, whilst in use for the purpose of drilling below ground or surface level.

## 23. PASSENGER VEHICLES DRIVEN BY UNDER 21 YEAR OLDS

Loss or damage to Your Motor Vehicle or liability incurred or caused to by or in respect of any sedan, saloon, wagon or coupe Motor Vehicle (valued at \$75,000 or over) insured by You under Your policy, being driven by and/or in the charge of any person under the age of 21 years. However this exclusion shall not apply where You prove You did not give consent to Your Motor Vehicle being driven by or being in the charge of such person.

## 24. TOOL OF TRADE

Liability incurred or caused by excavating, digging, grading, drilling, spraying, scraping, pumping, vacuuming, suction, lifting, or like circumstance, when Your Motor Vehicle is operated as a mechanical tool of trade. However this exclusion will not apply where a crane arm attached to Your goods carrying Motor Vehicle is used for the purpose of loading or unloading (as per the Cover clause of Section 2 of this Policy), but excludes any liability to merchandise attached to such crane arm.

## 25. WAR

Loss or damage to Your Motor Vehicle or liability incurred or caused by war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 26. RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS

Loss or damage to Your Motor Vehicle, or for liability either directly or indirectly incurred, caused by, or contributed to by, or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

## 27 TERRORISM

Loss or damage to Your Motor Vehicle, or for liability either directly or indirectly incurred, caused by, or contributed to by, or arising from:

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

## 28. FINES & PENALTIES

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

## 29. AVIAN INFLUENZA AND INFECTIOUS DISEASE

Loss or damage to Your Motor Vehicle, or for liability either directly or indirectly incurred, caused by, or contributed to by, or arising from:

- (a) Avian Influenza, including all virus sub-types;
- (b) Bird Flu and/or Avian Flu;
- (c) any disease directly or indirectly caused by or in connection with negatively stranded RNA virus or viruses belonging to the Influenza A genus of the family: Orthomyxoviridae;
- (d) the infection of property, humans, animals or other living creatures by infectious matter, or the spreading or releasing thereof, by You, whether accidentally, knowingly, wilfully, maliciously or otherwise;
- (e) any losses caused by quarantinable disease listed in the Quarantine Act 1908 or similar;

unless Your claim is made under Section 1 of this Policy.

## 30. FRAUDULENT, WILFUL & DELIBERATE ACTS

Loss or damage to Your Motor Vehicle or liability incurred or caused that arises out of a fraudulent or illegal act, or a wilful or deliberate and malicious act or misconduct by You or with Your consent or anyone acting on Your behalf that contributes to any loss, damage, liability or expense insured under Your Policy.

## 31. RECKLESS CONDUCT

Loss or damage to Your Motor Vehicle or liability incurred or caused by recklessness by You or any person acting on Your behalf or by reckless failure to comply with any statutory obligations, by-laws, regulations, industry codes of practice and recognised standards imposed by any public authority.

## 32. SETTING OF CONCRETE/BITUMEN

Loss or damage to Your Motor Vehicle including 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 taken all reasonable steps to remove the concrete, bitumen or similar product from such above unit(s). This exclusion only applies to Section 1 of this Policy.

## 33. OBSOLETE PARTS

any amount greater than the manufacturer's latest list price for the supply of any part that is not available locally. This exclusion only applies to Section 1 of this Policy.

## 34. CLIMATIC/ATMOSPHERIC CONDITIONS

Loss or damage to Your Motor Vehicle or liability incurred or caused by climatic or atmospheric conditions or extremes of temperature unless such loss or damage is otherwise the subject of Cover under this Policy.

## 35. AGE/INEXPERIENCED DRIVERS – ARTICULATED VEHICLES

Loss or damage or liability incurred or caused by Your articulated Motor Vehicle if being driven by and/or in the charge of any person who is:

- (a) under 21 years of age, and is using Your Motor Vehicle:
  - (i) on a journey that at any time exceeds a 200km radius from base; or
  - (ii) to tow more than one (1) trailer (that is not a dolly).
- (b) Under 23 years of age and driving as part of a Two Up Operation.
- (c) under 25 years of age; and is using Your Motor Vehicle:
  - (i) to carry refrigerated or bulk hazardous goods, and
  - (ii) on a journey that at any time exceeds a 450km radius from base.
- (d) under 25 years of age, and:
  - (i) has less than 2 years articulated driving experience, and
  - (ii) is using Your Motor Vehicle to tow more than two (2) trailers (that do not include a dolly):  
regardless of the goods carried.
- (e) 25 years of age and over, and:
  - (i) has less than 4 years articulated driving experience; and
  - (ii) is using Your Motor Vehicle:
    - (1) to carry refrigerated or bulk hazardous goods, and
    - (2) on a journey that at any time exceeds a 450km radius from base.

## CONDITIONS

### 1. TERRITORIAL LIMITS

Your Motor Vehicle must only be within the Commonwealth of Australia or being transported by vessel between ports within its territorial waters for Cover under this Policy to apply.

### 2. YOUR DUTY OF DISCLOSURE

Before You enter into this contract of general insurance with Us You have a duty under the general principles of insurance law and the Insurance Contracts Act 1984 to disclose to Us every matter You know or could be expected to know that is relevant to Our decision whether to accept the risk of the insurance, and if so, on what terms and conditions.

You have the same duty to disclose these matters to Us before You, replace, vary, extend or reinstate a contract of general insurance.

It is important that You answer Our specific questions for You and anyone else whom You want to be covered by the Policy.

If You do not comply with Your duty to disclose We may reduce or refuse to pay a claim under the Policy or We may cancel Your Policy. We shall avoid this insurance in the event of a fraudulent misrepresentation or fraudulent non-disclosure or to the extent allowed by the Insurance Contracts Act 1984.

### 3. 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.

## 4. CANCELLATION

You may cancel Your Policy (or any individual product within Your Policy) at any time by giving Us written notification.

Where You represent more than one person or entity, We will only carry out this cancellation where a written notification to cancel is received from all parties named in Your Policy Schedule.

Where You request cancellation, We will deduct a 10% cancellation fee unless that cancellation is made in accordance with the requirements of the Cooling Off clause.

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.

We will refund premium for each day of the unexpired Period of Insurance.

The daily premium will be calculated by dividing the premium by the number of days of the Period of Insurance. Some government taxes and duties are not refundable.

## 5. GOODS AND SERVICES TAX

The amount of premium paid by You for Your Policy includes an amount for GST on the premium. As You are a commercial entity, You must inform Us of the extent to which You are entitled to an Input Tax Credit for that GST amount each time that You make a claim under Your Policy.

No payment will be made to You for any GST liability that You may incur on the settlement of a claim if You do not inform Us of Your entitlement or correct entitlement to any Input Tax Credit.

Despite the other provisions of this insurance (including provisions in the wordings, Your Policy Schedule or any endorsement) Our liability to You will be calculated taking into account any Input Tax Credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition; and

If the Sum Insured is not sufficient to cover Your loss, We will only pay any GST (less any relevant Input Tax Credit) that relates to Our proportion of Your loss.

## 6. 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.

## 7. CHANGE OF CIRCUMSTANCES

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

## 8. LAW & JURISDICTION

Your Policy is governed by and is construed in accordance with Queensland law in all respects.

## 9. 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.

## 10. 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 this Policy.

## 11. 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.

## 12. 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:

- (a) to maintain Your Motor Vehicle, machinery, implements and everything used in Your business in proper repair and sound condition;
- (b) to prevent loss or damage to and ensure the safety of any item or thing which is the subject of the Cover provided under Your Policy;
- (c) to employ only competent employees;
- (d) to comply with all statutory obligations and by-laws or regulations and recognised standards imposed by any public authority;
- (e) to prevent Personal Injury or Damage to Property.

## 13. SUBROGATION

Upon the payment of any claim under this Policy and subject to any restrictions imposed by the Insurance Contracts Act 1984 We shall be subrogated to all Your rights and remedies arising out of such claim against any person or corporation whatsoever.

## 14. RIGHT OF RECOVERY

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

## 15. OTHER INTERESTED PARTIES

Your Policy does not provide insurance in respect of the interest of any person or entity not named in Your Policy Schedule. We will recognise a government agency or Your personal representative in the event of Your death or (temporary or permanent) incapacity.

All persons entitled to any benefit under Your Policy shall be bound by the terms of Your Policy.

If any financier has an interest in any Motor Vehicle insured under this Policy 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 this Policy for the amount paid.

## 16. CHANGE OF OWNERSHIP

Where Your Motor Vehicle is sold or transferred to a new owner, then 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.

## 17. MARITIME LIABILITY

If Your Vehicle is being transported by sea between Australian ports, We will cover You for Your contribution for Your 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.

## 18. EXCESS CONDITIONS

- (a) **Excess:**  
You will pay the amount specified in Your Policy Schedule as the Excess applicable to the Motor Vehicle for which a claim is accepted.  
For the purpose of clarity where a motorised vehicle is towing a trailer and that trailer under tow impacts and causes Damage to Property, for which a claim is accepted, then the Excess applicable to the claim shall be that Excess applicable to the motorised vehicle that caused such trailer's movement.  
Where the Excess stated in Your Policy Schedule is a percentage, then that percentage shall apply to the Sum Insured or Market Value whichever the lesser, subject to any minimum Excess stated in Your Policy Schedule.
- (b) **Age &/or Inexperienced Driver / Operator Excess:**  
Where Cover is granted under this Policy and the driver or person in charge of the Motor Vehicle is one of the following persons, an additional Excess shall apply as indicated below.

A Person of Age	Driving / in charge of	an additional excess of:
<b>Under 21 years</b>	Over 10 tonne goods carrying vehicle OR prime mover / semi trailer	<b>\$2,500</b>
	OR all other Motor Vehicles	<b>150% of the Excess</b>
<b>Over 21 years licences less than 2 years for the class</b>	Over 10 tonne goods carrying vehicle OR prime mover / semi trailer	<b>\$2,500</b>
	OR all other Motor Vehicles	<b>150% of the Excess</b>
<b>Over 21 years but under 23 years and licensed in excess of 2 years for the class</b>	Over 10 tonne goods carrying vehicle OR prime mover / semi trailer	<b>\$1,000</b>
	OR all other Motor Vehicles	<b>100% of the Excess</b>

**(c) Tipping (Semi Articulated only):**

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 either prime mover or trailer (whichever damaged) shall apply. In the event of damage to both units, the additional excess shall be 100% of the trailer Excess.

Excesses as nominated and quantified in 18(a), (b) and (c), shall be cumulative, and shall apply within and in reduction of the applicable settlement/Limit of Indemnity of this Policy.

**19. 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 premium.

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

- (a) to revise Our terms including Your premium.
- (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 an additional premium as a consequence of the reported loss.

**20. GENERAL CLAIMS RESPONSIBILITIES THAT APPLY TO ALL SECTIONS OF POLICY**

- (a) When You suffer loss, damage, liability or expense claimable under this Policy, You, or anyone acting for You or on Your behalf must:
  - (i) take all reasonable measures to avoid or minimise any further loss, damage, liability or expense;
  - (ii) not make any admission, offer, promise, payment or indemnity without Our written consent;
  - (iii) tell Us all the details of the loss immediately either by submission of a claim form or by providing the information required by NTI AccidentAssist, 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;
  - (iv) pay the Excess to Us at the time of lodgement of claim;
  - (v) 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;
  - (vi) notify Us of any other insurance that also provides insurance for any claim under Your Policy;
  - (vii) in the event of loss caused by burglary, theft and/or malicious damage, notify the police immediately and provide to them all assistance to apprehend the offending party;
  - (viii) not make any false declaration or statement in support of any claim under Your Policy;
  - (ix) allow Us to exercise our rights to possession of the damaged or recovered property where We have paid Your claim;
  - (x) not authorise any repairs without Our consent;
- (b) Where You claim for repairable loss, We shall be liable only for the actual cost of (and shall have the option of) repairing, re-building or, if necessary, replacing the parts damaged or destroyed. Where Your Motor Vehicle is within two years of its original registration after new manufacture, then We will supply only new parts where available unless agreed otherwise with You. For older vehicles, We will supply only genuine original equipment manufacturer parts where available. If they are not available then at Our discretion We will supply after market parts;
- (c) Where You claim for Total Loss:
  - (i) 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;

- (ii) You must transfer the title and interests in Your Motor Vehicle to Us and We shall be entitled to dispose of the remains and retain the proceeds of that disposal;
- (iii) You must pay Us the balance of the annual premium that remains outstanding for Your Motor Vehicle that is the subject of a Total Loss prior to claim settlement, by way of direct payment or deduction from the claim amount;
- (iv) In the event of theft of Your Motor Vehicle or any part thereof, where Your Motor Vehicle or any such stolen parts 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.
- (d) Where theft occurs and Your stolen Motor Vehicle or any stolen parts are recovered prior to any payment of claim, You must take back Your Motor Vehicle or any such stolen parts if We require You to do so. We will pay for any damage done to Your Motor Vehicle or any such stolen parts thereof by the thief or thieves as a result of the theft.
- (e) When You claim under this Policy:
  - (i) We may take over any right that You may otherwise have had against any person who may be held responsible for the loss, damage, liability or expense, to take recovery action in Your name against those responsible;
  - (ii) 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 shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

**ENDORSEMENTS**

The following endorsements are not automatically applicable to Our Fleet Policy.

They only apply to Our Fleet Policy if their designated number appears on Your Policy Schedule.

**FE001 – BURNING COST PREMIUM ADJUSTMENT**

**Specific Definitions that apply only to this Endorsement:**

Deposit Premium means the Deposit Premium in Your Policy Schedule.

Incurred Claims means the total of:

- (a) what We have actually paid for claims during the Period of Insurance; and
- (b) what We have allowed as a reserve to pay those claims not yet resolved at the end of the Period of Insurance; and
- (c) a further amount of 5% of the total of (a) and (b) towards claims "incurred but not yet reported" (IBNR) at the end of the Period of Insurance. We reserve the right to adjust this IBNR amount and charge additional premium where subsequent claims amounts reported outside the Period of Insurance for claims occurring within the Period of Insurance, exceed the 5% IBNR allowance.

Incurred Premium means the Claims Driven Adjustment Formula shown in Your Policy Schedule times the Incurred Claims.

Maximum Premium means the Maximum Premium in Your Policy Schedule.

Minimum Premium means the Minimum Premium in Your Policy Schedule.

**The Agreement under this Endorsement:**

- 1. You must pay the Deposit Premium at the commencement of the Period of Insurance.

2. At the end of the Period of Insurance We will calculate the Incurred Premium for the full Period of Insurance and pay to You any amount by which the Incurred Premium is less than the Deposit Premium. You must pay to Us any amount by which the Incurred Premium exceeds the Deposit Premium. But this is subject to the Maximum Premium and Minimum Premium so that, overall You will pay not less than the Minimum Premium and not more than the Maximum Premium.
3. If during the Period of Insurance the Deposit Premium is varied as a result of addition or deletion of Motor Vehicles insured under the Policy, the Maximum Premium and the Minimum Premium will be adjusted proportionately.

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

## FE002 – AGGREGATE EXCESS

Aggregate Excess is the amount described as such in Your Policy Schedule. You must bear this amount as the first part of all combined losses during the Period of Insurance until the Aggregate Excess is exhausted. In determining the amount to be applied toward exhaustion of the Aggregate Excess, the amount of the Excess and any Applicable Age or other Excess shall first be deducted from the amount of the loss before the balance of loss accumulates to the Aggregate.

If during the Period of Insurance the Premium is varied as a result of the addition or deletion of Motor Vehicles insured under the Policy, then the Aggregate Excess shall remain unchanged, unless the Aggregate Excess is described in the Schedule as a Variable Aggregate Excess whereupon a proportional adjustment will be made.

## FE003 – STOP LOSS

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

## FE004 – CLAIMS EXPERIENCE DISCOUNT (CED)

### Specific definitions that apply only to this Endorsement:

Premium Adjustment Percentage means the percentage stated in Your Policy Schedule.

Loss Percentage means the percentage as shown in Your Policy Schedule.

Maximum Credit Percentage means the percentage shown in Your Policy Schedule.

Premium means the premium shown in Your Policy Schedule exclusive of additional charges for extended Section 2 Cover or other additional charges.

Final Premium means the Premium (as adjusted for any alteration to the number of items and values insured during for the Period of Insurance), multiplied by the Premium Adjustment Percentage.

Incurred Claims means the total of:

- (i) what We have actually paid for claims during the Period of Insurance; and
- (ii) what We have allowed as a reserve to pay those claims not yet resolved at the end of the Period of Insurance; and
- (iii) a further amount of 5% of the total of (a) and (b) towards claims "incurred but not yet reported" (IBNR) at the end of the Period of Insurance. We reserve the right to adjust this IBNR amount and charge additional premium where subsequent claims amounts reported outside the Period of Insurance for claims occurring within the Period of Insurance, exceed the 5% IBNR allowance.

## Calculation of Claims Experience Discount

The rebated sum is calculated as follows:

$$(\text{Final Premium less Incurred Claims}) \times \text{Loss Percentage.}$$

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

## The Agreement under this Endorsement

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

## FE005 – CRANE DUAL LIFT

Exclusion 14 does not apply to any loss, damage or liability caused to, caused by or arising out of the use of Your lifting device whilst it is being used for the purpose of any raising or lowering operation (or any occurrence associated therewith) in which a single load is shared between Yours and only one other lifting device.

## FE009 – ON – HOOK & RECOVERY VEHICLE LIABILITY

### This Policy is extended as follows:

1. Section 2 Specific Exclusion 1(b) of the Policy is amended so that the Policy covers liability for damage to property in Your physical control whilst being lifted by the hook or forks of Your lifting device, but subject to the Limit of Indemnity as stated in Your Policy Schedule.
2. Section 2 Specific Exclusion 1(b) of the Policy is amended so that the Policy covers liability for damage to any third party's merchandise in Your control whilst contained or attached on the hook of a tow truck or crane whilst lifting, placing or moving the merchandise, or if a tilt tray recovery vehicle, whilst being trailed by or carried thereon (including loading thereon and unloading therefrom).

This extended Cover does not apply to the actual recovery action at an accident scene.

Section 2 Specific Exclusion 2 is hereby amended so that the Policy covers delivery or collection of the third party merchandise in 2 above beyond the limits of any carriageway or thoroughfare whilst such merchandise is attached on hook, being trailed or carried.

Provided always that:

Your tow truck, crane or tilt tray recovery vehicle complies with any and all relevant laws, by-laws, regulations and statutory obligations concerning its examination, certification and operation.

The Limit of Indemnity in Your Policy Schedule against Recovery Vehicle Liability shall apply to this endorsement.

## FE031 – TRAILERS IN CONTROL OF TOW OPERATORS

Notwithstanding anything to the contrary contained in Section 2 Specific Exclusion 1(b) of the Policy We will indemnify You for loss or damage to any trailer which is not owned, mortgaged, leased, on hire by You, provided that You are proven to be negligent and responsible for the loss, or damage to the trailer, whilst such trailer is in the lawful custody or control of You and is being used by You in conjunction with the nominated tow vehicle insured under this Policy, subject to the following:

1. The basis of indemnity shall be the Market Value of the trailer or the Limit of Indemnity shown in Your Policy Schedule against trailer(s) in control whichever is the lesser;

2. We shall not be liable for:
- (a) Loss of use (by You, by the owner of the trailer, or by any other party) arising as a result of/from the loss, destruction or damage of/to the trailer;
  - (b) depreciation, wear and tear, or corrosion;
  - (c) mechanical or electrical or electronic breakdown, failure, malfunction or breakage;
  - (d) faulty design or workmanship;
  - (e) Damage to tyres by application of brakes, road cuts, punctures, bursts, blowouts or shredding of tread;
  - (f) Loss by theft during or after the occurrence of a fire or accident unless and until reasonable steps have been taken to ensure the safety of the trailer and all other property forming part of the trailer;
  - (g) Loss or damage occasioned by lawful seizure or other operation of law.

Where the Limit of Indemnity is expended, then all indemnity shall cease under this endorsement, and Condition 20(c)(i) of the Policy shall apply in respect of the trailer (s) in control item claimed upon.

Further, in addition to Section 3 of the Policy, We shall not pay any claim or judgement or defend any suit after the Limit of Indemnity has been expended by payment of judgements or settlements. Such amounts of costs and expenses thus incurred under Section 2 (except payments in settlement of claims and suits) are payable by Us in addition to the Limit of Indemnity under this endorsement but in no event shall Our liability in respect of these amounts exceed 50% of the Limit of Indemnity applicable under this endorsement, up to a maximum of \$30,000 for such costs and expenses.

An excess of \$2,500 shall apply to each and every claim.

However this clause does not apply to any trailer You borrow, unless it belongs to Your principal contractor.

In all other respects the terms, exclusions and conditions of the Policy apply.

## STAMP DUTY

Duty has been paid to the jurisdiction that officiates over your policy.

<p><b>ACT</b> STAMP DUTY PAID UNDER STAMP ACT, 1894 – 1990</p>
<p><b>SOUTH AUSTRALIA</b> STAMP DUTY PAID UNDER SECTION 42A OF STAMP DUTIES ACT, 1923</p>
<p><b>NEW SOUTH WALES</b> DUTY PAID, DUTIES ACT 1997</p>
<p><b>TASMANIA</b> DUTY PAID, DUTIES ACT, 2001</p>
<p><b>NORTHERN TERRITORY</b> DUTY PAID UNDER NORTHERN TERRITORY TAXATION (ADMINISTRATION) ACT</p>
<p><b>VICTORIA</b> DUTY PAID, DUTIES ACT, 2000</p>
<p><b>QUEENSLAND</b> DUTY PAID, DUTIES ACT 2001</p>
<p><b>WESTERN AUSTRALIA</b> STAMP DUTY PAID UNDER SECTION 92 OF STAMP ACT, 1921</p>





Insurance products are provided by National Transport Insurance. NTI Limited (ABN 84 000 746 109) (AFSL 237 246) is the Manager for National Transport Insurance, an equal-partner joint venture of CGU Insurance Limited (ABN 27 004 478 371) and Vero Insurance Limited (ABN 48 005 297 807). You are required to read the PDS when choosing whether or not to acquire or continue holding a policy.

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