



**YellowCover**

**PRODUCT  
DISCLOSURE  
STATEMENT**

14 May 2019

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.

Insurance products are provided by National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share.

National Transport Insurance is administered on behalf of the insurers by its manager NTI Limited ABN 84 000 746 109 AFSL 237246.

You should read the PDS enclosed when choosing whether or not to acquire or continue holding a policy.

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## PART A

# Product Disclosure Statement

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Please ensure You read this document thoroughly before You enter into this contract of insurance. You must also ensure that all details as shown in Your Policy Schedule are correct. Let us know immediately if You need any changes. If You do not understand any part of the policy, please ask Us to explain it to You or contact Your insurance broker or Our authorised representative for an explanation. In this Product Disclosure Statement (PDS) We refer to retail Motor Vehicle insurance. Retail Motor Vehicle insurance is insurance for Motor Vehicles such as sedans, station wagons, SUV's and coupes or a goods vehicle that has less than two tonne carrying capacity.

### 1. Introduction

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

### 2. The Insurer

Insurance products are provided by NTI, a joint venture of the following insurers in the proportions shown:

- Insurance Australia Limited trading as CGU Insurance (ABN 11 000 016 722) (AFSL 227681) - 50%
- AAI Limited trading as Vero Insurance (ABN 48 005 297 807) (AFSL 230859) - 50%

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

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

### 3. The Purpose of this PDS

This PDS has been prepared to assist You in understanding the types of coverage available under the Yellowcover Policy and in making an informed choice about Your insurance requirements.

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

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

### 4. How to Contact Us

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

### 5. Cooling-Off Period

You have 30 days to consider this Policy to be sure You have the Cover You require. If not You can cancel the Policy within 30 days from the day that Cover began. To do this You must advise Us in writing and return the Policy Schedule to Your nearest NTI office. You will receive a full refund of premium provided that nothing has occurred for which a claim is payable under Your Policy.

### 6. Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, which may affect Our decision to insure You and on what terms.

You have this duty until we agree to insure You. You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

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

**7. Privacy**

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

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

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

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

Our Privacy Policy Statement contains information about:

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

If You require further information about how We handle personal information You can contact Us on (07) 3292 9800 or by writing to PO Box 13550 George Street QLD 4003.

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

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

Summary of Cover	Benefits of Cover
<b>Product 1 - Mobile Plant and Motor Vehicles</b>	Cover for Your Insured Property and Cover for Your liability to Third Parties for Personal Injury or Damage to Property arising out of the use of Your Registered Insured Property during the Period of Insurance.
<b>Product 2 - Public and Product Liability</b>	Cover for Your liability to Third Parties for Personal Injury or Property Damage as a result of an Occurrence in connection with Your Business or caused by Your Products during the Period of Insurance.
<b>Product 3 - Business Interruption options</b>	Cover for Your eligible trucks, trailers and Mobile Plant by way of Payment of a Weekly Benefit if Your claim for Loss or Damage to Your Vehicle has been accepted under Policy Product 1. Note: Availability may be restricted for larger schedules.

## Product Disclosure Statement

### Mobile Plant and Motor Vehicles – Policy Product 1

#### Cover Options

#### Description of Cover provided Choice of two levels of Cover to select from below

##### Comprehensive (All Sections)

- Cover for loss or damage to Insured Property arising out of an Accident or Theft.
- Cover for Your legal liability for loss or damage to Another Person's property, and in some circumstances, bodily injury to Another Person.

##### Third Party Only (TPO) Section 2 only

- Cover for Your legal liability for loss or damage to Another Person's property, and in some circumstances, Personal Injury to Another Person.

### Section 1 - Material Damage

#### Material Damage

Theft, loss of or damage to Your:

- Insured Property;
- Extras (Your Insured Property's standard tools, tarps, gates and built in accessories, but excluding hand tools and the like) contained in/attached to Your Insured Property ; and
- Working Accessories (buckets etc) whether or not they are attached to Your Mobile Plant, up to \$10,000 for any one Insured Property item (unless otherwise noted in Your Policy Schedule).

#### How Much We Pay For Own Damage

We will:

- repair/reinstate or replace damaged parts;
- pay the amount of the loss/damage; or
- replace Your Insured Property,

up to the lesser of Market Value or Sum Insured.

Generally, We will not pay more than the Sum Insured in Your Policy Schedule at the time of loss. There may be some variation under certain circumstance, and You should carefully read the full Policy Wording.

In total, We will not pay more than \$15,000,000 (unless another amount is noted in Your Policy Schedule) for own damages claims arising out of one event.

#### Recovery

The reasonable cost of protection and recovery of Your Motor Vehicle to the nearest qualified repairer or if We both agree to Your base of operations/another repairer.

For Mobile Plant, the limit for protection and recovery is \$250,000, or \$50,000 if no damage.

We also provide Emergency Avoidance cover for recovery or retrieval costs when Your Motor Vehicle is immobilised in an arrester bed / lane as a result of attempting to avoid an Accident.

**Mobile Plant and Motor Vehicles – Policy Product 1****Cover Options****Description of Cover provided**  
**Choice of two levels of Cover to select from below****New Replacement**

If Your Motor Vehicle is less than three years old from original registration, and not one of the types of Insured Property listed below, We will either replace Your Motor Vehicle:

- a. with an equal model including payment of stamp duty, delivery charges and Our proportion of registration fees (replacement cost) where an equal model is available; or
- b. with an alternative make of Your choice of equal value to the original Motor Vehicle's replacement cost.

However if Your Insured Property is Mobile Plant and is less than two years old from original registration, or

If Your Insured Property is one of the following types and is less than one year old from original registration:

- i. stock or tanker type trailer;
- ii. garbage compactor rigid body truck;
- iii. concrete pump equipment; or
- iv. other specialist application body type,

then, We will only provide the same replacement Cover as above for a. and b. We will only pay up to the maximum value of 120% of the Sum Insured specified in Your Policy Schedule. The additional 20% Cover under this benefit only applies to Insured Property (or Combined Units) with a value of \$2,000,000 or less.

If You choose NOT to replace Your Insured Property, We will pay up to the Market Value or Sum Insured for Your Insured Property (whichever is the lesser).

**Finance Payout**

Where Your Insured Property is under a lease, hire purchase or similar agreement and becomes a Total Loss, We may pay up to an additional 25% limit of the Market Value or Sum Insured (whichever is the lesser), but limited to the finance payout amount. The additional Cover under this benefit only applies to Insured Property (or Combined Units) with a value of \$2,000,000 or less.

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<b>Additional Automatic Benefits for Section 1</b>	Mobile Plant	
	Appreciation/Escalation 25%	Hired in Mobile Plant \$50,000 in aggregate (can be increased)
	Subrogation Waiver - Wet Hire	
	Motor Vehicles	
	Emergency accommodation \$2,500	Hired Motor Vehicle after Theft \$10,000
	Hire Motor Vehicle - difference in excess	Journey continuance \$5,000
	Novated lease	Two Wheel or Box trailer \$2,000
	Mobile Plant and Motor Vehicles	
	Cost of repatriating driver / operator \$5,000	Death of driver / operator away from home \$2,500
	Dry Hire - Insured Property	Emergency repairs \$5,000
	Expediting expenses \$25,000	Family expenses when driver hospitalised \$3,500
	Funeral expenses \$10,000	Locks and keys \$10,000
	Modification for disablement \$10,000	Operator/driver personal effects \$3,000
	Operator/driver psychological and trauma counselling \$5,000	Return of Insured Property \$5,000
	Reward costs \$5,000	Signwriting
Tyre and Track Damage	Windscreen replacement \$5,000	
<b>Optional Extensions for Section 1</b>	<p>The optional extensions available by payment of extra premium can include:</p> <ul style="list-style-type: none"> <li>• Overseas Airfreight \$50,000</li> <li>• Mobile Plant Damage waiver</li> <li>• Down hole Cover</li> <li>• Agreed Value</li> <li>• Plant on Watercraft</li> <li>• Hired in Mobile Plant</li> <li>• Underground</li> <li>• Market Value Plus - Mobile Plant</li> <li>• Substitute Hire Costs - Mobile Plant</li> <li>• Ongoing Hire Costs - Mobile Plant</li> <li>• Finance Payment Protection</li> </ul>	

## Section 2 – Road Risk Liability

<b>Legal Liability for Third Party Damage &amp; Personal Injury</b>	<p>Legal Liability arising from Your registered Insured Property for:</p> <ul style="list-style-type: none"> <li>a. Personal Injury (unless statutory insurance is issued over it);</li> <li>b. Damage to Property of Another Person,</li> </ul> <p>caused by You using, loading or unloading merchandise onto or off or merchandise falling from Your Insured Property. Excludes tool of trade liability - See NTI Public and Product Liability Product</p>
<b>How Much We Will Pay for Third Party Damage &amp; Injury - Motor Vehicle Only</b>	<ul style="list-style-type: none"> <li>a. Non-hazardous/non Dangerous Goods carrying liability: \$32,500,000</li> <li>b. Dangerous Goods carrying liability arising from an Accident - \$1,250,000 unless a higher amount is noted in Your Policy Schedule</li> </ul> <p>We specifically exclude Cover for liability arising from:</p> <ul style="list-style-type: none"> <li>• Radioactive (class 7) and/or Infectious Substances (class 6.2); and</li> <li>• Asbestos claims for Personal Injury.</li> </ul>
<b>Removal of Debris &amp; Clean Up Costs - Motor Vehicle only</b>	<ul style="list-style-type: none"> <li>a. Non Dangerous Goods - \$250,000;</li> <li>b. Dangerous Goods - \$1,250,000,</li> </ul> <p>unless a higher amount is noted in Your Policy Schedule.</p> <p>Asbestos clean-up - strictly limited to \$250,000 (no Cover for asbestos liability beyond cleanup costs).</p>
<b>Additional Automatic Extensions to Section 2</b>	<ul style="list-style-type: none"> <li>• Legal costs</li> <li>• Principal or Employer Indemnity</li> <li>• Cross Liability</li> <li>• Car Parks</li> <li>• Contract Driver</li> <li>• Coronial Representation Costs - \$50,000</li> <li>• Damaged to Your Motor Vehicle by Uninsured Third Party</li> <li>• Disabled Vehicle under tow</li> <li>• Fire Police Emergency</li> <li>• First Aid</li> <li>• Motor Vehicle test driven</li> <li>• Substitute Mobile Plant</li> </ul>

## Product Disclosure Statement

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

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

- Auto Inclusion \$500,000 / 45 days
- Accidental Overweight
- Acquired Companies
- Additional Interests
- Goods on Hook \$100,000 in aggregate
- Proprietor's Protection - Excluding Dry Hire
- Trailer in Control (Non Owned Trailer) \$100,000 with \$2,500 Excess

#### Optional Extensions for Section 1 and 2

- Goods On Hook
- Crane Multi lift
- Trade Plate and Driving Risk Extension

If more than 15 items are insured on Your Policy Schedule, in some circumstances the following optional extensions may also be purchased:

- Burning Cost
- Aggregate Excess
- Stop Loss
- Claims Experience Discount

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

**Circumstances Where You are Not Covered**

Our insurance is designed to provide protection for You in the event of something happening to Your Insured Property being a risk which You have insured against. We will indemnify You provided:

- a. Your Accident or Theft occurs during the Period of Insurance stated in the Policy Schedule;
- b. Your Insured Property is being used in connection with Your occupation or business, or in the case of a Sedan, Wagon, 4WD, Utility, Panel van, Coupe, Your occupation, business or private use; and
- c. Your Insured Property is within Australia or is being transported by vessel between ports within its territorial waters.

Under some circumstances, this insurance Policy will not provide any Cover to You. All insurance policies have exclusions and conditions and there will be many that You will be aware of that also apply to this Policy. You should read the full Policy wording in Part B of this document to familiarise Yourself with the full details of these important conditions and exclusions.

**Some of the events We will not pay for include:**

- a. unregistered Insured Property liability;
- b. depreciation, wear & tear, mechanical/electrical breakdown, corrosion, faulty work;
- c. Your Insured Property being driven or operated by a person under the influence of any drug or intoxication liquor;
- d. unsafe or unroadworthy Insured Property;
- e. driver not licensed for the class or Insured Property, or at all or not authorised to drive;
- f. driving Your Insured Property whilst it or its load exceeds the limits of design, weight or dimension;
- g. inexperienced drivers for articulated vehicle, depending on the radius driven.

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

**Section 3 Terrorism Loss Damage**

This Section does not apply to plant and equipment used in mining and construction activities that cannot ordinarily be registered. If loss or damage occurs to Your Motor Vehicle as a result of an act of Terrorism then We will pay for that loss or damage up to the Market Value of Your Motor Vehicle, but if You insured for less than the Market Value, then We will pay only up to that Sum Insured.

In total We won't pay more than \$2,500,000 for all loss or damage from the same act.

**Public and Product Liability - Policy Product 2**

<b>Cover</b>	Cover for Your liability to Third Parties for Personal Injury or Property Damage as a result of an Occurrence in connection with Your Business or caused by Your Products during the Period of Insurance.
<b>Property in Your Care, Custody and Control</b>	Property other than that which belongs to You or held by You for Your customers during the ordinary course of transit, subject to a maximum of \$100,000 (or as noted in Your Policy Schedule) for any one Occurrence and in the aggregate during any one Period Of Insurance. Note : "During the ordinary course of transit" also includes any loading, unloading or temporary storage related to the goods in transit.
<b>Legal Costs</b>	Legal costs and expenses incurred with Our prior written consent, in addition to the Limit of Liability.
<b>Territorial Limits</b>	Anywhere in Australia including its external territories and elsewhere in the world but only in respect of commercial business visits by You. Injury and Damage from Exports of products to North America are excluded.
<b>Extensions of Cover</b>	Vibration limit \$250,000 in any one Period of Insurance (unless another amount is noted in Your Policy Schedule).

**Business Interruption - Policy Product 3**

<b>Cover</b>	<p>Cover options for Your eligible trucks, trailers and Mobile Plant, such as excavators, backhoes, bulldozers, rollers, bobcats and the like noted on Your Policy Product 3 Schedule by way of Payment of a Weekly Benefit if Your claim for Loss or Damage to Your Vehicle has been accepted under Policy Product 1. Cover only applies if the item of Insured Property is noted in Your Policy Schedule under Policy Product 3.</p> <p>Note: Availability may be restricted for larger schedules.</p> <p>Note: Exclusions apply to this Policy Product such as when Your Vehicle is Stolen or destroyed by fire (non impact related).</p>
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**9. When You Are Insured**

Your insurance begins when You accept Our offer. The commencement and expiry dates of Your insurance will be shown in the Policy Schedule sent to You. The insurance applies for the period for which the Premium You have paid relates to Our annual premium required.

**10. How to Make a Claim or if You Have an Accident**

If You have an Accident call NTI ACCIDENT ASSIST on 1800 684 669 (1800 NTI NOW), and We will take care of the following:

- ensure the operator/driver and other parties receive medical attention;
- provide over the phone trauma assistance until help can arrive;
- authorise NTI Heavy Motor Recovery Operators to recover Your Insured Property using latest skills and equipment to prevent further damage to Your Insured Property;
- arrange the transportation of the operator/driver back to base;

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### Product Disclosure Statement

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- relay urgent messages on Your behalf;
- clean up the Accident scene;
- post-trauma counselling for the operator/driver;
- referral to a financial advisor if the business is suffering due to the Accident;
- ensure Your load recovery cost is fair for You.

#### **11. Excesses**

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

Your Policy Schedule shows the base Excess that is payable. In some circumstances there may be an additional Excess and that will depend on the type of Insured Property You own, where in Australia You are based and on other factors, such as age or inexperience in the driving history of younger or inexperienced drivers.

Should Cover be provided, the additional Excess payable for younger age and inexperienced drivers is set out under Conditions That Apply To All Sections of the Mobile Plant and Motor Vehicle Product. All other additional Excess information is contained within the Policy wording.

The Excess and any additional Excess is payable for each claim unless We tell You otherwise and until You have paid all Excesses that apply We may not be able to finalise Your claim.

We may decide to waive payment of an Excess where Your Insured Property has been involved a collision with another Vehicle. For the waiver to apply there must be sufficient proof the third party driver was at fault, you can supply that driver's name, address and other contact details, and the name of their insurer, that insurer agrees to pay Your claim or We deem the other driver was at fault and the claim is recoverable and Your claim is greater than the applicable Excess(es).

The waiver will not apply if the other party or their insurer disputes who is at fault or if Your Policy has an Aggregate Excess or similar partial or fully self-insured arrangement.

#### **12. Change of Ownership**

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

#### **13. Taxation Implications**

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

When insuring Your Vehicles the Sum Insured will depend on Your GST status and Your entitlement to claim a GST input tax credit. You should take into account the GST status and use for a creditable purpose of each Vehicle or item of equipment to be insured and it is important that You do not include any GST component in the Sum Insured if You are registered 100% for business use or only include any GST component in the Sum Insured to the extent that You were not entitled to claim a GST input tax credit. Where We make a payment under the Policy, We will adjust the amount of the payment according to Your GST status and declared use for a creditable purpose.

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

This taxation information is a general summary only and You should obtain Your own taxation advice according to Your own personal circumstances.

#### **14. A Claim May be Refused**

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

- have paid the premium;
- pay the Excess and any additional Excess 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.

## **15. Cancelling Your Policy**

You may cancel Your Policy by giving Us notice in writing. We will refund premium for each day of the unexpired Period of Insurance, less a 10% cancellation fee. This fee will not apply if the Cooling Off Period is activated.

## **16. Resolving Your Complaints**

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

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

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

### **Internal Dispute Resolution - Complaints**

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

If You are not satisfied with the outcome Your complaint will be referred to the staff member's supervisor who will deal with it promptly

If You are still not satisfied Your complaint can be handled through Our Internal Dispute Resolution service by a different employee who has appropriate experience, knowledge and authority to conduct a full review. To access that service, ask the Supervisor or Manager You are dealing with to refer Your complaint to Our Dispute Resolution Officer. Your complaint will then be treated as a dispute.

### **Internal Dispute Resolution - Disputes**

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

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

We have 45 days to respond from the date that Your complaint is received. Our response will include:

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

### **External Dispute Resolution**

Our Internal Dispute Resolution Service is designed to seek to resolve any complaints or disputes that may arise. However, if We are unable to resolve Your dispute to Your satisfaction within 45 days, We will inform you of the reasons for the delay and that You can take Your dispute to Our EDR scheme, administered by the Australian Financial Complaints Authority (AFCA), even if We are still considering it (and provided Your dispute is within AFCA Terms of Reference). We are a member of AFCA which is an ASIC approved external dispute resolution scheme and it may be able to resolve Your dispute. You may be entitled to assistance from the AFCA, however this is subject to the claim circumstances and the AFCA eligibility criteria.

Before the end of that 45 day period We will inform You that You have this right and details of how to access Our EDR Scheme.

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

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

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

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The contact details for AFCA are:

### **Australian Financial Complaints Authority**

National Toll Free number 1800 931 678

GPO Box 3 Melbourne VIC 3001 Email: [info@AFCA.org.au](mailto:info@AFCA.org.au) Web: [www.afca.org.au](http://www.afca.org.au)

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

## **17. Costs**

### **How the Premium is calculated**

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

- Your claim history and experience;
- the type of Your Insured Property;
- the usage of Your Insured Property;
- the location of Your Insured Property;
- Sum Insured and Limit of Liability;
- the distance You travel from Your base of operations;
- Your base of operations and occupation.

If You purchase Liability products, in addition to the above factors, the following factors may also apply:

- Your Turnover and Gross Freight Earnings;
- Your business activities, main occupation and products supplied;
- The types of Cargo You carry;
- The number of operators or employees You engage;
- Type of Cover or extensions of Cover chosen.

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

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

## **19. General Insurance Code of Practice**

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

We are committed to raising standards of service to Our customers. This Code sets out the minimum standards We will uphold in the services We provide to You and is a practical demonstration of Our commitment to providing a high level of service to Our customers.

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

The Code aims to:

- Commit Us to high standards;
- Promote better, more informed relations between Us and You;
- To promote trust and confidence in the general insurance industry;

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- To provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You; and
- To promote continuous improvement of the general insurance industry through educations and training.

More information about the Code can be obtained from Us directly 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.insurancecouncil.com.au](http://www.insurancecouncil.com.au).

#### 20. 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.

#### 21. Our Guarantee

##### Repair Guarantee and Parts

We only use Original Equipment Manufactured (OEM) parts when available and aim to supply parts, wherever possible. By using OEM parts, We can guarantee the quality of parts used in the repair process. In the event that OEM, take-off and recycled parts are not available only then with Your permission will We seek to fit non-OEM parts.

We guarantee the quality of workmanship and materials used in Our authorised repair of Your Insured Property for the life of Your Insured Property, (even if You no longer own it). Where We agree the repairs are found to be unsatisfactory, We will correct them. Our responsibility to correct these repairs does not extend to wear and tear of Your Insured Property.

We will arrange for repairs authorised by Us to be rectified at no cost to You, if We agree that the repairs are defective. Before We can arrange for any defective repairs to be rectified, You must give Us the opportunity to inspect Your Insured Property.

##### Quality Assurance

We assure You of quality insurance and service at all times.

##### Service

We are committed to providing You with the highest standards of service. In the event of a claim We will keep You fully informed of its progress.

##### Fair Dealing

We will manage any claims covered by Your Policy fairly and promptly, understanding that transport and earthmoving operators rely on their vehicles and machinery to earn a living.

#### 22. Average/Underinsurance

The Mobile Plant and Motor Vehicle Product contains an average/underinsurance clause. This means that We require You to insure for the Market Value of Your Insured Property. If You do not do so, and You are insured for less than 80% of the Market Value of Your Insured Property, We will pay You less in the event of any claim, being that proportion of all loss or damage which the Sum Insured bears to 80% of the Market Value.

Where Your Insured Property is a Total Loss (as defined in the Mobile Plant and Motor Vehicle Product) and insured for less than 80% of the Market Value, We will pay the Sum Insured.

Please refer to the full Policy wording under Conditions That Apply To All Sections of Policy Product 1.

#### 23. Updating Our PDS

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

## PART B

# POLICY WORDING

### Our Agreement with You

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

Your Policy consists of:

- a. this Policy document, which sets out the conditions of Cover, exclusions and the terms and conditions that apply to each Policy Product or level of Cover You have chosen;
- b. the Policy Schedule is a separate document and shows the insurance details that are relevant to Your insurance;
- c. any endorsements noted in Your Policy Schedule or otherwise notified by Us to You in writing;
- d. Your Insurance Proposal, the declarations and statements that were made when You applied for Cover from Us and every other matter which You subsequently declare or state to Us when You, replace, vary, extend or reinstate Your Policy.

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

At Your election this insurance Policy can provide up to 3 different Policy Products. They are:

Policy Product	Product cover	Summary of cover
<b>Product 1</b>	<b>Mobile Plant and Motor Vehicles</b>	This Product provides Cover for Your Insured Property as well as Cover for Your liability to Third Parties for Personal Injury or Damage to Property arising out of the use of Your Registered Insured Property during the Period of Insurance.
<b>Product 2</b>	<b>Liability</b>	This Product provides Cover for Your liability to Third Parties for Personal Injury or Property Damage as a result of an Occurrence in connection with Your Business or caused by Your Products during the Period of Insurance.
<b>Product 3</b>	<b>Business Interruption</b>	This Product provides Cover for Your eligible trucks, trailers and mobile plant such as excavators, backhoes, dozers, rollers, bobcats and the like, by way of Payment of a Weekly Benefit if Your claims for Loss or Damage to Your Vehicle has been accepted under Policy Product 1. Cover only applies if the item of Insured Property is noted in Your Policy Schedule under Policy Product 3. Note: Availability may be restricted for larger schedules.

The Cover provided by each Policy Product is subject to the terms, conditions and exclusions set out in this Policy Wording. General exclusions, conditions and definitions (as seen at the back of this document) also apply to all Policy Products.

You are only insured for those Policy Product(s) specified in Your Policy Schedule which sets out Your Cover including any applicable Limit of Indemnity or Sum Insured. Additional automatic or optional extensions may apply as well as additional exclusions and conditions. You should check Your Policy Schedule to ensure that You have the Policy Product(s) and the Cover that You require.

## PART B

# POLICY WORDING

### General Definitions That Apply to all Policy Products

Word	Meaning
<b>Cover</b>	means the benefit and protection provided by each type of Policy Product specified in Your Policy Schedule.
<b>Excess</b>	means the amount specified in Your Policy Schedule You must pay as the first part of any claim unless otherwise stated under the provisions of any applicable Policy Product.
<b>GST</b>	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
<b>Headings</b>	when used in Your Policy, are purely descriptive in nature and are not intended to be used for interpretative purposes.
<b>Input Tax Credit</b>	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
<b>Insurance Proposal</b>	means the particulars of insurance completed by You, as Your application for insurance, and submitted to Us either in writing or electronically on which We rely to determine whether to provide You with a Policy, and if so, upon what terms and conditions.
<b>Insured Property</b>	means Mobile Plant, Motor Vehicles and stationary items of plant and equipment specifically described in Your Policy Schedule.
<b>Limit of Indemnity</b>	means the amount(s) specified in Your Policy Schedule as the maximum amount up to which We will protect You for Your liabilities, subject to the application of any Excess.
<b>Mobile Plant</b>	means: <ul style="list-style-type: none"><li>a. a backhoe, bulldozer, endloader, forklift, industrial crane or hoist, other mobile machinery/ equipment, agricultural implement; or</li><li>b. a non-motorised machine or implement,</li></ul> described in Your Policy Schedule and is not a Motor Vehicle.
<b>Motor Vehicle(s)</b>	means: <ul style="list-style-type: none"><li>a. any type of machine designed for use on land only, but not a tramway vehicle, locomotive and rolling stock (but this does not exclude a road going Motor Vehicle with 'wind down' rail wheels that may traverse railway lines); or</li><li>b. a trailer,</li></ul> described in Your Policy Schedule and is not Mobile Plant.
<b>National Transport Insurance</b>	means National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share.
<b>Policy</b>	means this document, Your Policy Schedule, the Policy Products, the Insurance Proposal, any declarations and statements You make to Us and any other notice We give You in writing, all to be read together.
<b>Policy Product</b>	means each type of Cover contained in this document. The Policy Products which apply to You are specified in Your Policy Schedule.

## PART B

### POLICY WORDING

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Word	Meaning
<b>Policy Schedule</b>	means the most current insurance details and attachments to them, issued to You by Us. It sets out Your Policy number, the Policy Product(s) applying, Excess and any special conditions, endorsements and limits which apply to Your Policy.
<b>Period of Insurance</b>	means the period between and includes the dates in Your Policy Schedule shown as 'Insured From/To' during which We provide insurance under Your Policy. Your Policy expires on the date specified in Your Policy Schedule as the 'to' date at 4.00pm Local Standard Time (L.S.T.) of the State or Territory within the Commonwealth of Australia in which Our office issuing Your Policy is located.
<b>Sum Insured</b>	means the amount(s) specified in Your Policy Schedule for the specific item being insured, which will be the maximum amount We will pay, subject to the application of any Excess.
<b>Terrorism</b>	means an act, including but not limited to the use of force or violence (or the threat of force or violence), of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or 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>We/Our/Ours/Us</b>	means National Transport Insurance administered on behalf of the Insurers by its manager NTI Limited: ABN 84 000 746 109; AFSL 237246.
<b>You/Your/Yours</b>	means the client named in the Policy Schedule whose place of residence or if a company, whose place of incorporation, is within Australia or its external territories.



# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

### Introduction

#### The Cover

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

Subject to the following terms and conditions, as well as General Exclusions and Conditions that apply to all Policy Products, this Policy Product provides Cover for loss or damage resulting from an Accident and for theft of Your Insured Property, and Cover for Your liability to certain third parties for Personal Injury or Damage to Property resulting from an Accident and arising out of the use of Your Registered Insured Property, during the Period of Insurance.

#### Summary of Cover

**Section 1:  
Material Damage**

Applies to the settlement of any Claim if Your Insured Property is damaged in an Accident or stolen during the Period of Insurance.

**Section 2:  
Road Risk Liability**

Provides Cover for Your liability to third parties for Personal Injury or Damage to Property that results from an Accident and arises from the use of Your Registered Insured Property during the Period of Insurance. It will also provide Cover:

- 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 Product 1 ; and
- to Your employer or a principal who has engaged You under contract, for damages caused in an Accident whilst Your Registered Insured Property is being used on their behalf.

**Additional Benefits:**

These are automatically provided as outlined within each Section of this Policy Product 1.

**Optional Extensions:**

Optional extensions are available for purchase for Section 1 or 2 or both. They only apply if they are listed in Your Policy Schedule.

**Section 3:  
Terrorism Loss or Damage**

Applies to the settlement of Your claim if there is loss or damage to Your Motor Vehicle as a result of Terrorism to it during the Period of Insurance.

### Definitions Specific To All Parts of Policy Product 1

**Word****Meaning****Accident, Accidental**

means a sudden, unintended, unforeseen, unlooked-for event or mishap, which is not expected nor designed.

**Another Person**

means an individual or number of individuals other than:

- a. You or any of Your relatives who ordinarily reside with You, or with whom You ordinarily reside;
- b. a person who is one of Your business partners or employees acting as same; or
- c. where You are a firm or corporation, a person who is a business partner, director, or employee of the firm or corporation.

**B - Double**

means a prime-mover towing two articulated trailers without the use of a Converter Dolly.

<b>Word</b>	<b>Meaning</b>
<b>B - Triple</b>	means a prime-mover towing three articulated trailers without the use of a Converter Dolly.
<b>Combined Unit</b>	means a towing Motor Vehicle with any number of attached towable trailers.
<b>Converter Dolly</b>	means an axle assembly equipped with a turntable used for the connection of two articulated trailers.
<b>Damage to Property</b>	means physical damage to or destruction of tangible property including the loss of use thereof at any time resulting therefrom.
<b>Dangerous Goods</b>	<p>means:</p> <ul style="list-style-type: none"> <li>a. dangerous goods classes as defined by the current Australian Dangerous Goods Code for the Transport of Dangerous Goods by Road and Rail (but for the purpose of this definition Dangerous Goods shall specifically exclude the following classes of Dangerous Goods: <ul style="list-style-type: none"> <li>i. Class 6.2 - infectious substances; and</li> <li>ii. Class 7 - radioactive substances), and</li> </ul> </li> <li>b. diesel</li> </ul>
<b>Dry Hire</b>	means when You hire out Your Insured Property without providing Your employee or any person under Your direct control who is engaged or involved in the operation of Your Insured Property.
<b>Extras</b>	<p>means Insured Property's:</p> <ul style="list-style-type: none"> <li>a. accessories (including built-in radio/CB radio/fixed telephone/refrigerator/TV receiver/ CD player);</li> <li>b. standard tools and spare parts but excludes hands tools (whether powered or not), ladders, wheelbarrows, hand shovels, picks and the like that are not used specifically for the Insured Property; and</li> <li>c. tarps, gates, chains, chain dogs, and the like (limited to \$10,000 any one event, unless We specify another amount in Your Policy Schedule).</li> </ul>
<b>Market Value</b>	means the value of Your Insured Property exclusive of GST immediately prior to the Accident using market prices and taking into consideration the age, specifications and condition of Your Insured Property.
<b>Personal Injury</b>	means, for the purposes of this Policy, bodily injury, death, sickness, disease, shock, fright, mental injury or mental anguish.
<b>Roadtrain</b>	means a prime-mover towing two or more articulated trailers with the use of a Converter Dolly.
<b>Theft, Stolen</b>	means the dishonest or criminal act of appropriating or taking Insured Property, Extras or Working Accessories without the consent of the person in lawful possession thereof.

<b>Word</b>	<b>Meaning</b>
<b>Tool of Trade</b>	means the operation of Your Insured Property whilst engaged in and undertaking its designed purpose of excavating, digging, grading, drilling, spraying, scraping, pumping, vacuuming, sucking, lifting, or like operations.
<b>Total Loss</b>	means where We have assessed that Your Insured Property is destroyed or so damaged as to cease to be Insured Property.
<b>Watercraft</b>	means a marine vessel normally intended to or designed to float, submerge or move in, on, through or under water.
<b>Wet Hire</b>	means when You hire out Your Insured Property and provide Your employee or any person under Your direct control who is engaged or involved in the operation of Your Insured Property.
<b>Working Accessories</b>	means the accessories that You own or lease that are normally attached to or in or on Your Insured Property including buckets, chain trencher, hammer; pallet forks post hole borer, ramps, rippers; rock breaker, sweeper and laser.

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

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### SECTION 1

## Material Damage

### Important Notice

Section 1 of this Policy Product 1 does not provide Cover for loss or damage of whatsoever nature directly or indirectly caused by, resulting from or in connection with or in response to any Terrorism (declared or not declared) regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage. (see exclusion 1 in General Exclusions that apply to all Policy Products ). For any claim relating to loss or damage as a result of Terrorism, see Section 3 of this Policy Product 1.

### What You Are Insured For in Section 1

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

1. Your Insured Property;
2. Your Extras whilst contained in/on or attached to Your Motor Vehicle; and
3. Your Working Accessories whether or not they are attached to Your Mobile Plant,

as a result of Accidental loss or damage, or Theft of Your Insured Property, and/or its Extras and/or its Working Accessories occurring during the Period of Insurance.

Cover for Working Accessories is limited to a maximum of \$10,000 Sum Insured (for any one Insured Property item) during any one Period of Insurance unless another amount is noted in Your Policy Schedule.

### Settlement Clauses

#### 1. How We Will Settle Your Claim:

- a. Where Accidental loss or damage to, or Theft of, Your Insured Property or its Extras or Working Accessories occurs, We will decide whether to:
  - i. repair, reinstate or replace the damaged parts of Your Insured Property, its Extras or Working Accessories;
  - ii. pay the amount of the loss or damage as determined or agreed by Us; or
  - iii. replace Your Insured Property, its Extras and/or Working Accessories;
- b. As an additional benefit where You or Your employee operator/driver of Your Insured Property (or a member of their immediate family) is injured and dies as a direct consequence of the Accident to Your Insured Property We will provide You or Your legal personal representative with the option to Total Loss Your Insured Property, (that includes its Extras and/or Working Accessories).
- c. We will not pay any amount for Your Insured Property (including its Extras and Working Accessories) under this Section 1 Cover exceeding:
  - i. the Market Value; or
  - ii. the Sum Insured,at the time of the loss or damage or Theft, and whichever is the lesser amount.

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

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### 2. New Insured Property Replacement

- a. If:
- i. Your Insured Property is a Motor Vehicle (other than described in paragraph ii. and iii. of this clause) that becomes a Total Loss or is Stolen within **three years** of its original registration after new manufacture or
  - ii. Your Insured Property is Mobile Plant and becomes a Total Loss within the **two years** of its first purchase after new manufacture, or
  - iii. Your Insured Property is:
    - A. a stock or tanker type trailer;
    - B. a garbage compactor rigid body truck;
    - C. concrete pump equipment; or
    - D. other specialist application body typeand becomes a Total Loss within the **one year** of its first purchase after new manufacture

at Your election We will:

1. replace Your Insured Property with a new unit, including payment of the same licence plate jurisdiction stamp duty, delivery charges and Our proportion of registration fees (replacement cost) where an equal model is available; or
  2. provide the equivalent value of Your original Insured Property's replacement cost as a maximum towards the purchase of an alternate make if you chose to move to that make.
- b. Where Your Insured Property or Combined Unit, has:
- i. a total Sum Insured no greater than \$2,000,000, We will only pay up to the maximum value of the Sum Insured on the Policy Schedule plus an additional 20% of that Sum Insured; or
  - ii. a Sum Insured or Market Value greater than \$2,000,000, We will only pay the lesser of the Sum Insured or Market Value.
- c. Where there is a refund of registration available for the Insured Property being replaced, it will be deducted from Our settlement and You will be responsible for this difference in the purchase of the replacement Insured Property.
- d. If You elect not to replace Your Insured Property (that includes its Extras and/or Working Accessories), or the equal model or alternate make is not available, then We will pay:
- i. the Market Value; or
  - ii. the Sum Insured,
- at the time of the loss or damage or Theft, and whichever is the lesser amount.
- e. When We pay for a Total Loss of Your Insured Property, Cover will cease for that Insured Property without refund of premium.

### 3. Finance Payout For Total Loss

- a. For the purposes of this Finance Payout Protection clause, Payout Amount means the amount owing at the time of the Accident or Theft under any lease, hire purchase or similar agreement to which Your Insured Property is subject, but excluding:
- i. arrears, penalties or charges owing or payable by You under those agreements; and

## POLICY PRODUCT 1

### Mobile Plant and Motor Vehicles

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- ii. any declared proportion of the GST component of the purchase price of Your Insured Property that was financed as a part of the lease or finance agreement to which You were entitled to claim an input tax credit.
- b. Where Your Insured Property is subject to a lease, hire purchase or similar agreement and becomes a Total Loss during the Period of Insurance as a result of an Accident or Theft and:
  - i. the Payout Amount is greater than the Market Value or Sum Insured (whichever the lesser), We will pay:
    - A. up to an additional 25% of either the Market Value or Sum Insured (whichever the lesser) for Your Insured Property, where the Sum Insured or Market Value is no greater than \$2,000,000; or
    - B. no more than the Sum Insured or Market Value (whichever the lesser) for Your Insured Property where the Sum Insured or Market Value exceeds \$2,000,000 (either as a single unit or as a Combined Unit); or
  - ii. the Payout Amount is less than both the Sum Insured or Market Value, We will pay up to the Sum Insured or the Market Value (whichever is the lesser).

### Limit of Cover

- a. We will not pay more than:
  - i. the Sum Insured specified in Your Policy Schedule or in Settlement Clause 2. New Insured Property Replacement for any one Accident to, or Theft of, Your Insured Property; or
  - ii. the Sum Insured specified under the Finance Payout Protection clause for any one Accident to, or Theft of, Your Insured Property.
- b. We will not pay more than \$15,000,00 in aggregate under Section 1 of this Policy Product 1 with respect to all claims arising out of the same event.

### Recovery

#### Mobile Plant Recovery

Where there is a valid claim under Section 1 of this Policy Product 1 for loss or damage to Your Mobile Plant, We will pay for the reasonable and necessary costs incurred, with Our prior written consent, of:

- a. dismantling, recovering and transporting Your Mobile Plant for the purpose of repairing the damage;
- b. returning Your Mobile Plant to where it is usually kept following the completion of the repair; and
- c. protecting Your Mobile Plant from further damage pending repair.

Our liability under this clause 1 will not exceed \$250,000 (unless another amount is noted in Your Policy Schedule) for any one Accident.

#### Motor Vehicle Recovery

Where there is a valid claim under Section 1 of this Policy Product 1 for loss or damage to Your Motor Vehicle We will pay the reasonable cost of protection and recovery of Your Motor Vehicle to the nearest qualified repairer (or if You choose, to Your base of operations or a repairer of Your choice subject to Us first authorising or arranging the recovery transportation) for the type of Motor Vehicle damaged, or a place of safety, following loss or damage covered by this Policy Product 1.

#### Recovery/Retrieval Costs - No Damage

In the event of Your Insured Property becoming unintentionally immobilised in any physical situation in or about the site of any contract undertaken by You the cost of recovery necessarily incurred and/ or withdrawal therefrom will be deemed to be loss or damage within the meaning of this Policy

The indemnity under this clause Recovery/Retrieval Costs - No Damage is subject to these conditions:

- a. Our liability in respect of such cost will not exceed \$50,000 during the Period of Insurance;

## POLICY PRODUCT 1

### Mobile Plant and Motor Vehicles

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- b. No amount is payable under this clause Recovery/Retrieval Costs – No Damage, if the immobilisation is a result of mechanical (which includes over-revving of the engine howsoever caused or incurred), or electrical or electronic events, any one of which results in breakdown, failure or malfunction of Your Insured Property;
- c. Were You provide Your own equipment, for the purposes of recovery, settlement will be at cost without allowance for profit; and
- d. Recovery of Insured Property provided in all clauses above does not extend to include salvage of any load carried at the time of the Accident.

#### Emergency Avoidance - Arrester Bed

In the event of Your Motor Vehicle becoming immobilised in an arrester bed or arrester lane as a result of Your attempt to avoid a possible Accident, We will provide Cover for the reasonable cost of retrieval of Your Motor Vehicle, together with the cost of any rectification of the arrester bed or arrester lane. Any claim under this Additional Benefit will be subject to an Excess of \$1,000.

### Automatic Additional Benefits to Section 1

#### Mobile Plant:

Where there is a valid claim under Section 1 of this Policy for loss or damage to Your Mobile Plant, the following Additional Benefits will automatically apply:

##### 1. Appreciation/Escalation

We will increase the Sum Insured of Your Mobile Plant equivalent to the appreciation of Your Mobile Plant's Market Value during the Period of Insurance, by a value no greater than 25% of the Sum Insured, provided that:

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

Any appreciated value payable under this Additional Benefit is subject to payment of an additional premium by You, as calculated by Us which will be based on the increased Sum Insured for the Mobile Plant in question.

In all other respects, the Section 1 Settlement Clause How We Will Settle Your Claim continues to apply.

##### 2. Hired in Mobile Plant - \$50,000

Subject to the terms and conditions of Section 1 of this Policy Product 1, We will Cover Your Hired in Mobile Plant (not specified in Your Policy Schedule) up to \$50,000 (unless another amount is noted in Your Policy Schedule) for all claims occurring during any one Period of Insurance provided that:

- a. You are legally responsible for such loss, damage or Theft, under the terms of the hire agreement;
- b. the Hired In Mobile Plant is of a similar type, nature and use to Your Mobile Plant listed in Your Policy Schedule; and
- c. the Hired In Mobile Plant does not have any pre-existing faults or defects.

The Section 1 Settlement Clause 1 'How We will settle Your Claim' applies to this Optional Benefit but clause 2 'New Insured Property Replacement' and clause 3 'Finance Payout for Total Loss' of the Settlement clauses in Section 1 of this Policy Product 1 do not apply to this benefit.

An Excess of the greater of \$1,000 or 1% of the Market Value of each and every item of Hired In Mobile Plant will apply (unless a higher amount is noted for Hired In Plant in Your Policy Schedule).

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

- a. Where:
  - i. You have Wet Hired out Your Mobile Plant; and
  - ii. the hire agreement provides that:
    - A. You will arrange insurance against damage to Your Mobile Plant for the hirer; or

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

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B. You will release the hirer from liability for damage to Your Mobile Plant.

We will indemnify the hirer under Section 1 of this Policy Product 1 against loss or damage to Your Mobile Plant occurring while on hire to the hirer.

- b. Our liability under this Additional Benefit will not exceed the lesser of:
- i. the level of insurance or release that the hire agreement requires You to provide to the hirer;
  - ii. the Sum Insured; or
  - iii. Market Value.

### **Motor Vehicle:**

Where there is a valid claim under Section 1 of this Policy Product 1 for loss or damage to Your Insured Motor Vehicle, the following Additional Benefits will automatically apply:

#### **1. Emergency Accommodation**

Where Your Motor Vehicle is insured for loss or damage under Section 1 of this Policy Product 1, We **will pay** reasonable costs for emergency temporary accommodation for You, or Your employee driver if the Accident occurred outside a radius of 100Km from Your home base or Your employee driver's home and Your Motor Vehicle was unroadworthy or unsafe to drive as a consequence of the Accident. You must produce Tax Invoices for any costs and We **will not pay** more than \$2,500 for any one Accident.

#### **2. Hire Motor Vehicle After Theft**

Subject to Your Motor Vehicle being insured for all Sections of this Policy Product 1, or for legal liability fire and theft, We **will pay** for a hire Motor Vehicle of similar make and model to Your Motor Vehicle for up to 30 days if Your Motor Vehicle is Stolen and either is not found or is found but is not driveable. This benefit stops at the earlier of:

- a. Your Motor Vehicle being returned undamaged;
- b. Your Motor Vehicle is repaired by Us or someone authorised by Us and We return it to You; or
- c. Your claim is settled by Us.

You are responsible for all running costs of the hire Motor Vehicle.

We **will not pay** more than \$10,000 for any one claim. This benefit does not apply to Your Mobile Plant. If We refuse or decline Your claim You must repay to Us any moneys already paid by Us under this Additional Benefit.

#### **3. Hire Motor Vehicles - Difference in Excess**

Where You hire a Motor Vehicle that is a passenger carrying type Motor Vehicle (but not a bus, coach, taxi, truck or utility) in connection with Your business and the hire agreement deems the owner of that hired Motor Vehicle to be responsible for insurance, then Your Policy extends to Cover any difference in the Excess for the same type of Motor Vehicle in Your Policy Schedule and that of the insurance excess applicable to the hired Motor Vehicle insurance cover.

#### **4. Journey continuance**

We will pay for the reasonable costs of hiring another Motor Vehicle of similar make and model to continue the journey for delivery of freight, up to a maximum amount of \$5,000 for any one Accident where Your Motor Vehicle was more than 100 kilometres from its point of departure.

#### **5. Novated lease**

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

#### **6. Two Wheel or Box Trailer**

When Your two wheel trailer or box trailer is attached to or being towed by Your Motor Vehicle, We will Cover loss or damage to Your trailer caused by an Accident during the Period of Insurance.

We will pay the Market Value for this trailer, limited to a maximum \$2,000. This Automatic Benefit will not apply to any two wheel or box trailer with a Market Value in excess of \$2,000.

No Excess will apply to claims accepted under this Additional Benefit.

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

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

Where there is a valid claim under Section 1 of this Policy Product 1 for loss or damage to Your Insured Property, the following Additional Benefits will automatically apply:

#### **1. Cost of Repatriating Operator/Driver**

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

- a. You contact NTI ACCIDENT ASSIST on 1800 684 669 to arrange such travel; and
- b. the loss occurred outside a radius of 100 kilometres from the point of departure.

This Additional Benefit is additional to the Sum Insured specified in Your Policy Schedule for Your Insured Property which is the subject of Your claim under Section 1 of this Policy Product 1.

#### **2. Death Away From Home**

If the employee operator/driver of Your Insured Property dies in an Accident covered by this Policy Product 1, and the Accident occurs outside a radius of 100 kilometres from the point of departure, We will pay up to \$2,500 toward the transportation of the deceased to a location within Australia nominated by the deceased's next of kin.

#### **3. Dry Hire - Insured Property**

If Your Insured Property is on Dry Hire, Exclusion 7 (Hire, Lease or Loan to a Third Party) in the 'Exclusions that apply to all Sections of this Policy Product 1' is deleted, provided that a hire agreement is in place and is not subject to any damage waiver or conditions that restrict Our right of recovery for loss or damage under Section 1 of this Policy Product 1.

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

#### **4. Emergency Repairs**

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

#### **5. Expediting Expenses**

If We have authorised repairs We will also indemnify You for the reasonable costs incurred for express carriage rates and extra payment for overtime, night, Sunday or holiday pay incurred, to repair Your Insured Property, but limited to 50% of the market cost for such services or \$25,000 in total, any one loss, whichever is the lesser.

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

At Your option, where Your employee operator/driver of Your Insured Property sustains Personal Injury requiring hospitalisation as a result of an Accident for which there is a valid claim under this Policy Product 1, We will pay for the reasonable cost of transport and accommodation (within Australia only) incurred by the injured employee operator/driver's family member to get to the hospital. We will pay up to \$3,500 in total in any one Period of Insurance.

#### **7. Funeral Expenses**

We will pay the associated burial or cremation costs if the employee operator/driver of Your Insured Property sustains a fatal injury during an Accident, and travel costs within Australia for any member of the deceased employee operator/driver's immediate family, to attend the burial or cremation, provided such death occurs within 12 months of the Accident.

We will not pay:

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

#### **8. Locks and Keys**

We will pay the cost of replacing the keys or re-coding Your Insured Property's locks if during the Period of Insurance the keys to Your Insured Property:

- a. have been stolen (even if Your Insured Property was not);

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

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- b. have been damaged or lost after an Accident as a result of which We have paid a claim under Section 1 of this Policy Product 1; or
- c. may have been duplicated and there are reasonable grounds to believe so.

We will not pay more than \$10,000 for any one item of Insured Property or \$50,000 in total during any one Period of Insurance, subject to the applicable Excess payable for this Insured Property.

### 9. Maritime Liability

Where Insured Property insured by Section 1 of this Policy Product 1 is being transported by sea between Australian ports, We will Cover You for Your contribution for Your Insured Property if "General Average" is declared.

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

### 10. Modification For Disablement

Where You or Your employee driver of Your Insured Property is permanently disabled in an Accident for which there is a valid claim under Section 1 of this Policy Product 1, We will pay the reasonable costs of modifying Your Insured Property, up to a limit of \$10,000 in total, to enable Your Insured Property to be driven safely.

### 11. Operator/driver Personal Effects

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

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

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

We will Cover You and Your employees up to a limit of \$5,000 for reasonable costs incurred by You or Your employees obtaining professional counselling as a result of trauma arising from an Accident. However this benefit does not cover any costs incurred which are covered by Medicare or private health insurance for which We are not permitted by law to provide.

### 13. Return of Insured Property

If Your Insured Property is damaged or Stolen, We will pay the reasonable cost of returning Your Insured Property to Your usual place of garaging, up to a maximum of:

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

### 14. Reward Costs

If Your Insured Property is Stolen We will (with Our prior written consent) pay for any reward offer made that results in the recovery of Your Insured Property. Our total liability for any one Theft will not exceed \$5,000 for all reward offers made.

### 15. Signwriting

Where Your Insured Property is repairable, We will pay for the reasonable cost of reinstatement of signwriting and artwork existing at the time of Accidental loss or damage in connection with a claim under Section 1 of this Policy Product 1.

### 16. Tyre and Track Damage

Notwithstanding Specific Exclusion 5 That Apply Only to Section 1 of this Policy Product 1 "Tyre and Track Damage", If We agree to pay a valid claim under Section 1 of this Policy and a tyre or track cannot be used as a direct result of damage sustained from a loss covered under this Policy, then We will pay for the new replacement cost of a similar make and specification.

This Additional Benefit only applies when:

- a. the condition of the damaged track or tyre's tread conforms with legal requirements at the time of damage; and
- b. in the case of a tyre, it was not a recapped or retread tyre.

**17. Windscreen Replacement**

We will pay for the repair or replacement of a Broken windscreen on Your Insured Property without Excess, provided no other Loss or Damage has occurred. This extension will not apply to any windscreen damaged whilst operating in or around forestry or demolition sites. The maximum We will pay is \$5,000 in the aggregate for all claims occurring during any one Period of Insurance.

In this Additional Benefit, Broken means a fracture that extends through the thickness of the glass or where the windscreen is laminated, a fracture extending through all layers of the lamination, or where the damage is sufficient to prevent roadworthiness or registration by appropriate authorities.

**Optional Extensions to Section 1**

The following Optional Extensions are not automatically applicable and will only apply if they are noted in Your Policy Schedule. Some extensions may apply for Your Mobile Plant only. All Optional extensions are subject to all of the other terms, Conditions, Exclusions, and Definitions of the Policy.

**1. Overseas Airfreight**

If We provide Our prior written consent, We will extend Cover provided under Automatic Additional Benefits to Section 1 – Mobile Plant and Motor Vehicles – 8. “Expediting Expenses” to include necessary and reasonably incurred costs for a chartered Aircraft of a licenced airline anywhere in the world provided that:

- a. the transit of parts, equipment or expert labour is required for the repair or replacement of covered loss or damage to Insured Property, and cannot be achieved on a regular scheduled aircraft service;
- b. the Limit of Liability in regards to Overseas Airfreight is \$50,000 unless another amount is noted in Your Policy Schedule; and
- c. an additional Excess of 10% of the actual cost of airfreight shall apply when settling any claim.

**2. Mobile Plant Damage Waiver**

Notwithstanding Exclusion 7 “Hire, Lease or Loan to Third Party” in the “Exclusions that apply to all Sections of this Policy Product 1”, when Your Mobile Plant is Dry Hired out under a signed hire agreement that requires You to:

- a. insure the hirer against damage to Your Mobile Plant; or
- b. release the hirer from liability for damage to Your Mobile Plant,

We will indemnify You or the hirer under Section 1 of this Policy Product 1.

However, Our liability under this Optional Benefit **will not** exceed the level of insurance or release that the hire agreement requires You to provide to the hirer. This Optional Extension excludes Theft by the hirer or failure of the hirer to return the Insured Property to You.

In all other respects this Policy and its terms, conditions and exclusions continues to apply.

**3. Down Hole Cover**

Notwithstanding the following specific Exclusions:

- a. Specific Exclusions That Apply Only to Section 1 of this Policy Product 1:
  - i. Exclusion 2. Drill Shaft/Bit;
  - ii. Exclusion 3. Equipment in Use; and
- b. Additional Mobile Plant Exclusions to Section 1:
  - i. Exclusion 4. Periodic/Replaceable Parts.

We will Cover You for Accidental loss or damage to Down Hole Items, meaning drill pipes, drill rods, drill shanks, joining sleeves, collars, rock bits and reamers whilst in the ground, subject to those items being listed in Your Policy Schedule. The Sum Insured for this extension is \$50,000 (unless another amount is noted in Your Policy Schedule) for all claims occurring during the Period of Insurance.

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### **4. Mobile Plant Mounted on Watercraft**

Notwithstanding Exclusion 3. Plant on Watercraft in Additional Mobile Plant Exclusions to Section 1, We will Cover Accidental loss or damage to Your Mobile Plant under Section 1 whilst mounted on any Watercraft only if the watercraft has been certified by a fully qualified marine surveyor as appropriate, and Your Mobile Plant is safely secured for its intended use and operation.

### **5. Underground**

Notwithstanding Exclusion 13 "Underground" in Exclusions That Apply To All Sections of this Policy Product 1, We will pay for loss or damage to Your Mobile Plant whilst underground. This extension applies to Section 1 of this Policy Product 1 only.

### **6. Hired in Plant**

Subject to the terms and conditions of Section 1 of this Policy Product 1, We will Cover Your Hired in Mobile Plant (not specified in Your Policy Schedule) up to the amount noted in Your Policy Schedule for all claims occurring during any one Period of Insurance provided that:

- a. You are legally responsible for such loss, damage or Theft, under the terms of the hire agreement;
- b. the Hired In Mobile Plant is of a similar type, nature and use to Your Mobile Plant listed in Your Policy Schedule; and
- c. the Hired In Mobile Plant does not have any pre-existing faults or defects.

The Section 1 Settlement Clause 1 'How We will settle Your Claim' applies to this Optional Benefit but clause 2 'New Insured Property Replacement' and clause 3 'Finance Payout for Total Loss' of the Settlement clauses in Section 1 of this Policy Product 1 do not apply to this benefit.

An Excess of the greater of \$1,000 or 1% of the Market Value of each and every item of Hired In Mobile Plant will apply (unless a higher amount is noted for Hired In Plant in Your Policy Schedule).

### **7. Agreed Value**

Where Agreed Value is stated in Your Policy Schedule against Your Insured Property that sustains a Total Loss covered under Section 1 of this Policy Product 1, then We will pay the Agreed Value of that item, provided that:

- a. The Agreed Value was supplied in writing by a registered valuer (approved by Us) prior to the commencement of the Period of Insurance in which the loss or damage occurs; and
- b. That valuation is not more than 12 months old at the time of the inception of the Period of Insurance in which the loss or damage occurs.

Otherwise, We will indemnify You in accordance with the Settlement Clause in Section 1 of this Policy Product 1.

### **8. Market Value Plus- Mobile Plant**

If Your Mobile Plant is identified in Your Policy Schedule as having 'Market Value Plus - Mobile Plant Optional Extension' and as a result of an Accident covered by Section 1 of this Policy Product 1, Your Mobile Plant is treated by Us as a Total Loss, We will pay You the lesser of:

- a. the Market Value plus 15%; or
- b. the Sum Insured shown in Your Policy Schedule,

less the applicable policy Excess.

This Optional Extension will not apply if:

- i. the Sum Insured or Market Value was greater than \$2,000,000 at the start of the Period of Insurance;
- ii. the Market Value of Your Mobile Plant at the time of loss was greater than 85% of the Sum Insured noted in Your Policy Schedule; or
- iii. Agreed Value optional extension would apply to Your Mobile Plant

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### 9. Substitute Hire Costs - Mobile Plant

Where Your Mobile Plant sustains Accidental loss or damage Covered under Section 1 of Policy Product 1, We will Cover You for the cost necessarily incurred to hire-in an equivalent substitute machine as a consequence of the loss or damage, provided that:

- a. Our liability under this Optional Extension will not exceed 3 months of hire costs (or as otherwise specified in the Policy Schedule) or until the Mobile Plant is repaired, replaced or when We offer You a cash settlement, whichever occurs first;
- b. You will pay the first 7 calendar days (following the loss or damage) of hire costs by way of an additional Excess;
- c. the amount payable under this Optional Extension will be reduced by any amount paid under Policy Product 3 Business Interruption Cover should Coverage be provided by both Policy Products; and
- d. the amount payable under this Optional Extension in any Period of Insurance shall not exceed \$100,000 (unless another amount is noted in Your Policy Schedule).

### 10. Ongoing Hire Costs

Should You sustained any Accidental loss or damage to or Theft of Hired in Mobile Plant Covered under Section 1 of Policy Product 1, We will Cover You for the hire cost necessarily incurred or owed whilst the lost or damaged hired-in Mobile Plant Covered under Section 1 of Policy Product 1 is being replaced or repaired, provided that:

- a. Our liability under this Optional Extension will not exceed 3 months of hire costs (or such other period specified in the Policy Schedule) or until the Hired in Mobile Plant is repaired, replaced or when We offer You a cash settlement, whichever occurs first;
- b. You will pay the first 7 calendar days of hire costs (following the loss or damage) for the Hired in Mobile Plant by way of an additional Excess;
- c. the amount payable under this Optional Extension will be reduced by any amount paid under Policy Product 3 Business Interruption Cover should Coverage be provided by both Policy Products; and
- d. the amount payable under this Optional Extension in any Period of Insurance shall not exceed \$100,000 (unless another amount is noted in Your Policy Schedule).

### 11. Finance Payment Protection

For the purposes of this Optional Extension only, Actual Finance Payment means the actual finance payments due and paid by You for the period, less:

- a. any balloon or residual payments which fall due during the period; or
- b. any additional costs due to arrears incurred prior to the date of damage.

In the event that:

- i. there is Accidental loss or damage to, or Theft of, Your Insured Property covered under Section 1 of this Policy Product 1; and
- ii. You are making finance repayments under a valid hire purchase, leasing or other financial agreement for such Insured Property at the date of such loss or damage,

We will insure You for such finance repayments, by paying the financier the equivalent of the daily proportion of Your actual finance payments, from the time of the loss or damage covered under Section 1 of Policy Product 1 until Your Insured Property is replaced, repaired or cash settled, provided that:

- A. You will pay ten percent (10%) of actual finance payments by way of an additional Excess;
- B. You take all reasonable steps to comply with all reasonable requests from Us to minimise the period of disruption to Your Business;

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- C. the period of indemnity under this Extension is limited to a maximum of six (6) months from the time of loss or damage;
- D. the amount payable under this Optional Extension will be reduced by any amount paid under Policy Product 3 Business Interruption Cover should Coverage be provided by both Policy Products; and
- E. the amount payable under this Extension in any one Period of Insurance shall not exceed \$50,000 unless another amount is noted in Your Policy Schedule.

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

We **will not** pay for:

#### 1. Deterioration

Loss or damage to Your Insured Property as the result of:

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

#### 2. Drill Shaft/Bit

Loss or damage to the drill shaft or bit of any drilling rig or machine, whilst in use drilling:

- a. into or below ground; or
- b. below the surface level.

#### 3. Equipment in Use

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

#### 4. Setting Of Concrete/Bitumen

Loss or damage to Your Motor Vehicle or Your concrete agitator barrel, bowl, or concrete pump caused by the setting or hardening of any concrete, bitumen or similar products being carried at the time of the loss, unless You have demonstrated You have taken all reasonable steps to remove the concrete, bitumen or similar product from Your concrete agitator barrel, bowl, or concrete pump.

#### 5. Tyre And Track Damage

Loss or damage caused to Your Insured Property's:

- a. tyres by brake application, road cuts, punctures, bursts, blowouts or shredding of tread; or
- b. rubber tracks (of Mobile Plant) through cuts and/or ruptures

#### 6. Your Consequential Loss

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

#### 7. Obsolete Parts

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

#### 8. Voluntary Parting With Possession or Title

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

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## Mobile Plant and Motor Vehicles

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

Loss or damage to:

- a. Your Insured Property (that is not a sedan, car, station wagon, 4WD, utility or van less than 4.5 tonnes GVM) caused by the use (or misuse) of an incorrect fuel type or additive; or
- b. Your Mobile Plant caused by a failure to maintain adequate oil, coolant or lubricant. However, this Exclusion 9b. will not apply to an Accident or fire caused by such failure which results in loss or damage to Your Mobile Plant.

### Additional Mobile Plant Exclusions to Section 1

Where there is a claim for Accidental loss or damage to or Theft of Your Mobile Plant under Section 1 of this Policy Product 1, the following additional exclusions also apply:

We will not pay for:

#### 1. Alterations/Improvements

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

#### 2. Tidal Movement

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

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

#### 3. Plant on Watercraft

Loss or damage to Your Mobile Plant during loading to, unloading from, or being used as a tool of trade on, any waterborne vessel or craft, unless We have agreed in writing.

#### 4. Periodic/Replaceable parts

The cost of parts requiring periodic or frequent replacement, repair or maintenance where such costs are a result of the inherent consumable or replacement nature of such parts unless their repair or replacement was caused by an Accident that would otherwise be covered under Section 1 of this Policy.

#### 5. Failure to Note Your Interest on Mobile Plant on the Personal Property Securities Act Register

Loss or Damage to Your Mobile Plant where a liquidator, administrator or receiver of the hirer of Your Mobile Plant takes possession of Your Mobile Plant and You have failed to register Your interest on Your Mobile Plant under the Personal Property Securities Act 2009 (PPSA).

#### 6. Abandonment

Loss or damage to Your Mobile Plant where You decide that it is too dangerous to attempt recovery of it. However, We will indemnify You for such loss or damage when a suitably qualified and independent engineer that has been appointed by Us agrees with Your decision. If We accept that abandonment of Your Mobile Plant is unavoidable the loss will not be excluded from Cover, however, the amount of the Policy Excess will be the greater of:

- a. 10% of the amount of the loss, or 25% of the loss if the unit is remote controlled; or
- b. the Policy Excess shown in Your Policy Schedule.

This Policy Product 1 does not Cover the cost of any recovery attempt unless We have given Our prior written consent to the operation. Cover for such recovery is as per that outlined in "Recovery" clause 2 "Mobile Plant Recovery" in Section 1 of the Policy.

If You have been fully indemnified for the value of any abandoned Mobile Plant and any of it is later salvaged, the salvage belongs to Us and You must immediately advise Us of any such salvage.

## SECTION 2

### **Road Risk Liability**

#### **Important Notice**

This Section does not Cover liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with or any response to any Terrorism (declared or not declared) regardless of any other cause or event contributing concurrently or in any other sequence to the legal liability, including action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism (see General Exclusions That Apply To all Policy Products - 1. Terrorism).

#### **Specific Definition That Applies Only to Section 2 of Policy Product 1**

In this Section 2, when We say Your Registered Insured Property, We extend this definition to mean Your Insured Property that is not ordinarily required to be registered at law but is issued with a temporary permit (or the like) by a road or traffic authority, for and whilst being used on a public road or a public place.

#### **Cover:**

#### **What You Are Insured For in Section 2**

##### **1. We will indemnify**

You up to the Limit of Indemnity as specified in Your Policy Schedule (subject to the limits in clauses 3 and 4 of this Section 2 Cover) for any amount which You are held legally responsible to pay as compensation for:

- a. Personal Injury directly to Another Person; and
- b. Damage to Property of Another Person,

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

- i. by You using Your Registered Insured Property;
- ii. by and during loading or unloading merchandise onto or off Your Registered Insured Property direct to or from a fixed place of rest beside Your Registered Insured Property; or
- iii. by merchandise or equipment/components of Your Registered Insured Property, falling on, in or from Your Registered Insured Property.

##### **2. We will also indemnify**

- a. You and Your employee; and
- b. any person You have authorised to drive Your Insured Property who is not otherwise entitled to indemnity under this Policy,

for liability to pay compensation to Another Person for a valid claim under this Section 2 of this Policy Product 1 where Your employee or the authorised person is driving, using or in charge of Your Registered Insured Property:

- i. with Your express permission and authority; and
- ii. on a journey that is approved and authorised by You.

##### **3. Non Dangerous Goods**

###### **a. Carrying liability**

Where the cargo of Your Registered Motor Vehicle is not Dangerous Goods the Limit of Indemnity is up to the amount specified in Your Schedule in total (subject to the limit for removal of non-dangerous debris in paragraph b. of this clause 3).

### **b. Removal of non-dangerous debris**

Where costs, charges and expenses have necessarily and reasonably been incurred to clean up and remove any non-dangerous debris, being merchandise that has fallen from Your Registered Motor Vehicle as a result of an Accident, where You are entitled to a claim (whether made / or not made) under any applicable Cargo Transit or Carriers Liability Insurance over Your cargo (which includes the application of any Excess under those policies) for removal of the same debris, there would remain an amount in excess of a claimable settlement amount (excess loss amount) for which You still incur a loss, We will pay any excess loss amount up to \$250,000 arising out of that Accident.

## **4. Dangerous Goods**

### **a. Carrying liability**

Where Your Registered Motor Vehicle is being used for the carriage of any substances or articles declared by any regulatory authority to be Dangerous Goods of a quantity that requires the load to be placarded, but excluding those Dangerous Goods declared by statute, regulation or industry code to be too dangerous to transport by road, We will indemnify You in total for any loss / any one Combined Unit:

- i. up to a limit of \$1,250,000; or
- ii. the amount specified in Your Policy Schedule as Your Limit of Indemnity for Dangerous Goods,,

where the loss or damage is Accidental, subject to the limits for asbestos in paragraph b.iii of this clause 4.

For the removal of any doubt the following classes of dangerous goods:

- Class 6 - Division 6.2 - infectious substances; and
- Class 7 - radioactive substances,

are excluded from Cover under Section 2 of this Policy Product 1 and no indemnity applies for liability arising out of their carriage.

### **b. Clean up**

- i. Public authority costs: Within the Limit of Indemnity in this clause 4, We will indemnify You for the costs, charges and expenses incurred by or on behalf of a public authority for administration of the cleaning up and removal of an escape of contained Dangerous Goods indemnified by this clause 4 as a result of an Accident.
- ii. Removal of Dangerous Goods debris costs: Where costs, charges and expenses have also been incurred for the cleaning up and removal of Your load indemnified under paragraph a. of this clause 4 as a result of an Accident and You are entitled to a claim (whether made/or not made) under any applicable Cargo Transit or Carriers Liability Insurance covering removal of Your load (which includes the application of any Excess under those policies), there would remain an amount in excess of a claimable settlement amount (excess loss amount) for which You still incur a loss, We will indemnify You for that excess loss amount within the Limit of Indemnity in this clause 4.
- iii. Asbestos: Notwithstanding Specific Exclusion 5 that applies only to this Section 2 of this Policy Product 1, where the Dangerous Goods are asbestos, We will pay for any public authority costs and removal of Dangerous Goods debris costs in accordance with this clause 4, but limited to a maximum indemnity of \$250,000.

## **5. Limit of Liability**

Our total liability (inclusive of all costs, charges and expenses) under this Section 2 **will not** exceed the amount specified in Your Policy Schedule as the Limit of Indemnity for the carriage of non-Dangerous Goods or for Dangerous Goods (or as otherwise limited in clauses 3 and 4 of this Section 2 Cover) in respect of any one claim or series of claims arising from any one Accident.

## **6. Defence Costs**

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

When We reimburse Your defence costs We will do so in the proportion that the applicable Limit of Indemnity (under the relevant clauses 3 or 4 of Section 2 of this Policy Product 1) bears in relation to total amount required to settle the claim, (or discharge the judgment for damages). We will not pay more than Your total defence costs.

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### 7. Principal or Employer Indemnity

**We will indemnify** Your employer or any person who as principal has engaged You under a contract, (under the terms of Sections 2 of this Policy) in respect of damages occurring during the Period of Insurance, which are caused by You and arising out of using Your Registered Insured Property on their behalf.

## Automatic Additional Cover for Section 2

### 1. Car Parks

We will not apply Exclusion 1.b. in "Specific Exclusions That Applies Only to Section 2 of Policy Product 1" relating to Damage to Property, to Motor Vehicles belonging to employees or visitors, contained within the confines of Your car park (or parked within its immediate vicinity) on property owned or operated by You.

### 2. Cross liability

Under Section 2 of this Policy Product 1 where You are comprised of more than one party, the words 'You' and 'Your' will be considered as applying to each party comprising You, in the same manner as if that party were the only party named herein as You, and We waive all rights of subrogation or action which We may have acquired against any such party. Nothing contained in this clause will operate to increase Our Limit of Liability for these sections under this Policy Product 1.

### 3. Contract Drivers

- a. Subject to paragraph b. of this Automatic Additional Cover, where there is a valid claim under Section 2 of this Policy Product 1, if Your Registered Insured Property is driven by, used by or in the charge of a subcontract driver or a driver supplied by a labour hire company We will indemnify that driver for liability to pay compensation to Another Person provided that the subcontract driver or driver supplied by a labour hire company is driving, using or in charge of Your Registered Insured Property:
  - i. with Your express permission and authority; and
  - ii. on a journey that is approved and authorised by You.
- b. To the extent permitted by law, this Automatic Additional Cover is not available if the driver of Your Registered Insured Property is a subcontract driver or a driver supplied by a labour hire company who is separately insured under a Motor/ Plant, Mobile Plant or Public Liability insurance policy that provides indemnity for a claim to pay compensation to Another Person.

### 4. Damage to Your Motor Vehicle by Uninsured Parties

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

Provided You can satisfy Us that the Accident which gave rise to the claim was totally the fault of the authorised driver of another vehicle and:

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

then under this clause, the maximum amount We will pay for all claims from any one Accident or series of Accidents arising out of one cause or event is the lesser of \$5,000 or the Market Value of Your Motor Vehicle at the time of the loss or damage. If We pay You the Market Value, then Your Motor Vehicle in its damaged condition will, at Our option, become Our property.

We will, at Our option, either:

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

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- ii. 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.

### 5. Disabled Motor Vehicle Under Tow

Notwithstanding Exclusion 1.b. of Section 2 of Policy Product 1, We will Cover You for loss or damage to any disabled motor vehicle resulting from being towed by Your Registered Insured Property that is a Motor Vehicle, provided You are not towing the motor vehicle for reward or financial gain.

### 6. Fire, Police and Emergency Services

Where there is a valid claim under this Policy Product 1, We will Cover You up to a limit of \$25,000 per Accident for all costs charged by the following authorities as a result of loss and damage involving Your Insured Property resulting in the attendance of members of any of:

- a. the fire brigade;
- b. the police; or
- c. other emergency service personnel,

but not for Public Authority Costs for the administration of the clean-up of Dangerous Goods debris as provided under clause 4.b.i. of Section 2 Cover of this Policy Product 1.

### 7. First Aid Costs

We will pay up to \$2,500 toward expenses not covered by statutory insurance for first aid cost to Another Person who suffered Personal Injury resulting from an Accident involving Your Registered Insured Property.

### 8. Motor Vehicle Being Test Driven

If a motor vehicle is being demonstrated or test driven by You, or Your employee driver with Your consent, We will Cover Your legal liability:

- a. for loss or damage to or Theft of that motor vehicle; or
- b. to Another Person for Personal Injury or Damage to Property in connection with the use of that motor vehicle, which occurs during the Period of Insurance. We will not pay more than;
  - i. \$100,000 for any claim for loss or damage to or Theft of that motor vehicle; or
  - ii. the Limit of Indemnity under Section 2 of this Policy Product 1 for all liability, including costs and expenses.

No Excess is payable for a claim under this Cover.

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

In all other respects, this Policy's coverage, exclusions and conditions continue to apply.

### 9. Substitute Mobile Plant

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

### 10. Coronial Representation Costs

Notwithstanding Exclusion 3. Motor Vehicle Liability in Specific Exclusions that apply only to Section 2, Where Your Motor Vehicle is involved in a motor vehicle Accident which directly causes death to Another Person, whether or not it results in a claim which is Covered by this Policy, We will indemnify You for Your reasonable legal costs of representation at any coroner's inquest, incurred with Our prior written consent, up to a limit of \$50,000 in the aggregate for all claims occurring during the Period of Insurance. This benefit will not apply if You are (or could be) indemnified by a compulsory statutory insurance scheme, workers' compensation, accident compensation scheme or similar policy.

In all other respects, this Policy's Coverage, exclusions and conditions continue to apply.

## **Specific Claim Condition That Applies Only to Section 2 of this Policy Product 1**

### **Medicare Notification**

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

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

We **will not** pay:

### **1. Property in Your Physical or Legal Control**

- a. if the property damaged is owned by You;
- b. if the property damaged is in Your physical or legal control, but this specific exclusion does not apply to Your liability for property damage to premises leased or rented by You for Your business caused by Your Registered Motor Vehicle or Registered Mobile Plant; or
- c. for any liability for loss of use arising out of or from loss or damage to any property in Your physical or legal control.

### **2. Delivery or Collection Away From the Registered Motor Vehicle**

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

### **3. Motor Vehicle Liability**

- a. for any claim for Personal Injury:
  - i. caused by or arising directly or indirectly out of or in any way connected with the ownership, possession, operation, driving or use by You of any Registered Insured Property:
    - A. where You or any person using Your Registered Insured Property has or is entitled to be indemnified wholly or partially by any compulsory statutory insurance scheme or accident compensation scheme; or
    - B. where You or any person using Your Insured Property would have been entitled wholly or partially to be indemnified by any compulsory statutory insurance scheme or accident compensation scheme but as a result of the failure to:
      - (1) register and/or acquire such insurance for Your Insured Property;
      - (2) comply with (or breach) a term or condition of such a scheme; or
      - (3) lodge a claim under such a scheme, or lodge a claim under that scheme within the time limits required for lodgement,such indemnity has been refused, declined or abolished;
  - ii. arising out of or in any way connected with a defect in Your Registered Insured Property (or in a registered motor vehicle or a registered mobile plant) but if Your Registered Insured Property is a Queensland or New South Wales registered Insured Property, only if the defect causes loss of control whilst it is being driven;
  - iii. arising out of the use of any Registered Insured Property adapted to and running on rail or tram tracks.
  - iv. arising out of the use of Queensland registered Mobile Plant, and the Personal Injury occurs whilst such registered Mobile Plant is on land designated as a road according to law.

## POLICY PRODUCT 1

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- v. arising out of the use of a trailer registered in Queensland or New South Wales whilst that registered trailer is being towed by a registered motorised vehicle or is running out of control having become detached accidentally from a registered motorised vehicle at the time the Personal Injury occurs.
  - vi. arising out of the use of or in connection with Your Registered Insured Property, if Your Insured Property is registered in the Northern Territory; or
  - vii. arising out of the use of Your Registered Insured Property as, or as part of, a show, carnival or festival attraction or as a parade float or for any similar use or activity; or
- b. for any amount:
- i. which is in excess of or below any monetary or other limitations or threshold amount imposed by law; or
  - ii. which by operation of law is otherwise not covered or not entitled to indemnity.

#### **4. Employers' Liability**

For:

- a. any liability for Personal Injury for which insurance against such liability (whether the insurance is limited in amount or not) is required pursuant to any workers' compensation, accident compensation or similar legislation in respect of Personal Injury to an employee or a person deemed to be Your employee by such legislation;
- b. any other liability imposed by the provisions of:
  - i. any workers' compensation, accident compensation or similar legislation; or
  - ii. any industrial award or agreement or determination or any contract of employment or workplace agreement; or
- c. any claim, including loss of consortium, in respect of or arising out of, the death of or bodily injury to any employee of Yours (which expression includes any person engaged under a contract of service or apprenticeship with You) where same arises out of or in the course of the person's employment with You.

#### **5. Asbestos**

For liability arising out of any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity, except as allowed in clause 4.b.iii. of the Section 2 Cover of this Policy Product 1 (Dangerous Goods - clean up - asbestos).

#### **6. Aviation Activities**

For any liability arising directly or indirectly by, through or from any aviation activity and/or any activity either within or on airport taxi-ways, parking stations, landing grounds, tarmac or the like, all known as airside, or any temporary landing ground caused by Your Insured Property.

#### **7. Liability Under Agreement**

For liability accepted by You under any contract, warranty, undertaking or agreement, unless that liability would have attached regardless of the contract, warranty, undertaking or agreement. However, this exclusion does not apply to liability assumed by You under any written contract with any railway authority for the loading, unloading and/or transport of cargo, including contracts relating to the operation of railway sidings caused by Your Insured Property.

#### **8. Vibration**

For liability incurred by or through vibration caused by Your Insured Property.

#### **9. Tool of Trade**

For liability incurred or caused by operating as a mechanical Tool of Trade. However, this exclusion will not apply where:

## POLICY PRODUCT 1

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- a. a crane arm attached to Your goods carrying registered Motor Vehicle is used for the purpose of loading or unloading (as per the Cover clause of Section 2 of this Policy Product 1), but excludes any liability to merchandise attached to such crane arm; or
- b. a pumping device attached to Your goods carrying registered Motor Vehicle has been used to unload freight to a storage container, where that freight being pumped is either powdered, or a liquid not manufactured to normally alter or progress to a solid phase.

### Extensions to Sections 1 and 2

#### **Automatic Benefits**

##### **1. Automatic Inclusion of Additional Insured Property**

Any additional and/or replacement Insured Property acquired during the currency of this Policy Product 1, whether on a permanent or temporary basis, is automatically held covered under this Policy from the time You become legally responsible for it, provided:

- a. such addition is notified to Us within 45 days of acquisition;
- b. the Insured Property is of a like and similar kind to those already insured by this Policy Product 1;
- c. the Insured Property will be used in similar operations to Your existing business;
- d. You will supply any supporting risk information as We may require;
- e. The Excess payable on the newly acquired Insured Property will be the same as the Excess for a like and similar kind of Insured Property currently insured by this Policy but an additional premium may be charged; and
- f. the Insured Property's Sum Insured is no more than \$500,000.

##### **2. Accidental Overweight**

Exclusion 3.b. of the Exclusions That Apply To All Sections of this Policy Product 1 is deleted where You prove to Us that such overweight was Accidental and could not reasonably be known, detected or prevented by You.

##### **3. Acquired Companies**

Your Policy Product 1 extends to include any company, subsidiary or firm formed, purchased or acquired by You during the Period of Insurance; on condition that:

- a. You hold the legal right to control the decisions of such company, subsidiary or firm;
- b. You advise Us of Your interest in such company or firm not later than 45 days from the date of attachment of such interest;
- c. You declare to Us the details of all additional information requested and a schedule of the acquired Insured Property to be insured and pay such additional premium as may be required by Us;
- d. the acquired company is of a similar nature and operation to Your existing business; and
- e. You pay the premium we assess as applicable,

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

##### **4. Additional Interests**

Your Policy Product 1 extends to include the interests of lessors, financiers, trustees, mortgagees, owners and other parties financially interested in the Insured Property, the nature and extent of such interest to be disclosed in the event of loss, damage or liability. Where this Policy Product 1 Covers the interest of more than one party, any act or neglect of an individual party will not prejudice the rights of the remaining party/parties provided the remaining party/ parties will on becoming aware of any act or neglect whereby the risk of loss, damage or liability has increased, give notice in writing to Us. Each party shall be bound to the terms, conditions and exclusions of the policy.

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

Notwithstanding anything to the contrary contained in Specific Exclusion 1.b.in Section 2 of this Policy Product 1, We will provide Cover for a single trailer that is used in connection with a prime mover or a rigid body truck insured under this Policy. Your Policy is extended as follows:

#### Section 1 -Material Damage

You are indemnified for loss or damage to a single trailer which is not owned, mortgaged, leased or on hire by You, whilst such trailer is in Your lawful custody or control, and is being used by You in conjunction with Your business.

The basis of indemnity will be in accordance with clause 1 of the Settlement Clauses under Section 1 of this Policy Product 1 but for no more than a maximum of \$100,000 and clause 2 'New Insured Property Replacement' and clause 3 'Finance Payout Protection' have no application to this Additional Benefit.

#### Section 2

Further:

- a. Section 2 of this Policy Product 1 in its entirety is extended to indemnify You in the event of a loss of use claim by the owner of the trailer, (but not by You or any other party who is not the owner of the trailer), following loss or damage indemnified in a claim under Section 1 of this Product Policy 1 under this automatic benefit.
- b. Section 2 of Policy in its entirety applies to the non owned trailer provided there is no entitlement to Cover under any compulsory statutory insurance or any other specific insurance policy taken out by the owner of the trailer.

#### Special Conditions

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

Where Cover is required for more than one single trailer, then You are not covered unless You notify Us to do so and We agree in writing. We may for that purpose require an additional premium and/or compliance with additional terms and conditions.

In all other respects, the Policy terms, exclusions and conditions continue to apply to this Additional Benefit

### 6. Proprietor's Protection - Excluding Dry Hire

Where Your Insured Property is the subject of a claim that is covered under Section 1 or 2 of this Policy Product 1, but that claim is excluded due to one (or more) of the following exclusions that apply to all Sections of Policy Product 1:

- a. Exclusion 1. Driving Under the Influence;
- b. Exclusion 3b. Exceeding Weight Limits;
- c. Exclusion 4. Unroadworthy;
- d. Exclusion 5. Unlicensed or Unauthorised at Law; or
- e. Exclusion 16b. Operating Outside of Regulations,

We will indemnify You subject to the following:

- i. Your Insured Property was being operated by Your employee or an operator authorised by You;
- ii. You had given that employee or operator adequate training and instructions;
- iii. You had taken precautions that ordinarily would be adequate to prevent a breach of the exclusion; and
- iv. You did not know or could not reasonably have known that the employee or operator was using the Insured Property in a manner that would breach the exclusion.

Where We grant such indemnity under this benefit, We will not waive our Subrogation rights (where allowed at law) against the employee or operator responsible for a breach of these exclusion(s).

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### 7. Goods on Hook (\$100,000)

We will insure You for loss or damage to goods or materials being lifted/lowered or positioned by a crane, or other lifting device that are noted on Your Policy Schedule, if:

- a. such goods or materials have been prepared for lifting/lowering or positioned in accordance with safe working practice; and
- b. provided that Our liability is limited to \$100,000 in the aggregate for all claims arising during any one Period of Insurance.

## Optional Extensions to Sections 1 and 2

**The following Optional Extensions are not automatically applicable. They will only apply if noted in Your Policy Schedule.**

### 1. Goods on Hook

We will insure You for loss or damage to goods or materials being lifted/lowered or positioned by a crane, or other lifting device that are noted on Your Policy Schedule, if:

- a. such goods or materials have been prepared for lifting/lowering or positioned in accordance with safe working practice; and
- b. provided that Our liability is limited to the amount shown in Your Policy Schedule for Goods on Hook any one Accident.

In all other respects, the Policy, and its terms, conditions and exclusions continue to apply.

### 2. Crane Multi Lift

Exclusion 10. 'Dual or Multi Lifting Operations' in the Exclusions That Apply To All Sections of Policy Product 1 does not apply to any loss or damage or liability caused to, caused by or arising out of the use of Your lifting device whilst it is being used for the purpose of any raising or lowering operation (or any occurrence associated therewith) in which a single load is shared between Your Mobile Crane and another lifting device, provided that:

- a. only 75% of the safe working load of each machine is employed during the multi-lift in respect of the required jib length and operating radius;
- b. the multi-lift complies with all relevant state regulations governing such lifts;
- c. a competent, experienced and duly qualified person is specifically appointed to supervise the multi-lift;
- d. the person mentioned in c. above during the entire operation of the multi-lift must be:
  - i. in a position to give clear signals to the operators of each machine; and
  - ii. in constant radio communication with each machine operator; and
- e. if any multi-lift involves more than three lifting machines:
  - i. the area in and around where the lift is taking place must be completely clear of all people except those immediately involved in the lifting;
  - ii. the lift must be overseen by a suitably accredited engineer; and
  - iii. the lift must be properly and appropriately rehearsed.

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### **3. Trade Plate and Driving Risk Extension**

Where Your Policy Schedule has a trade plate noted on it, the following Cover will apply:

Notwithstanding Specific Exclusion 1(b) to Section 2 of Policy Product 1, Your Policy Product 1 is extended to provide Cover for any Motor Vehicle that is not specified in Your Policy Schedule, if that Motor Vehicle has a trade plate as shown in Your Policy Schedule, attached to it and there is Accidental loss or damage whilst it:

- a. is in Your care;
- b. is being collected or delivered, transported for registration, road tested or demonstrated for sale; and
- c. is driven by or in the charge of Your employee driver.

This Optional Extension will not apply to any Motor Vehicle to which the trade plate is attached where the loss or damage to that Motor Vehicle is sustained whilst it is being carried by or being loaded on to or off a Motor Vehicle capable of carrying at least one Motor Vehicle at any one time.

Conditions that apply only to this Optional Extension:

- a. The Excess as shown in Your Policy Schedule that applies to the Motor Vehicle type to which the trade plate is attached, applies to each and every claim; and
- b. to the extent permitted by law, Cover provided by this Additional Benefit will apply only in excess of any settlement amount under any marine or motor vehicle type policy of insurance over the Motor Vehicle to which the trade plate is attached.

#### **Conditions that apply only to this additional benefit:**

- a. The Excess as shown in Your Policy Schedule that applies to the Motor Vehicle type to which the trade plate is attached, applies to each and every claim; and
- b. to the extent permitted by law, Cover provided by this additional benefit will apply only in excess of any settlement amount under any marine or motor vehicle type policy of insurance over the Motor Vehicle to which the trade plate is attached.

All other terms, conditions and exclusions of this Policy apply to this Optional Extension.

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### 4. Burning Cost Premium adjustment

#### Definitions applying to this Optional Extension:

<b>Deposit Premium</b>	means the 'Deposit Premium' shown in Your Policy Schedule
<b>Incurred claims</b>	means the total of: a. what We have actually paid for claims during the Period of Insurance; 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.
<b>Incurred Premium</b>	means the Claims Driven Adjustment Formula shown in Your Policy Schedule times the Incurred Claims.
<b>Maximum Premium</b>	means the 'Maximum Premium' in Your Policy Schedule or subsequent endorsement.
<b>Minimum Premium</b>	means the 'Minimum Premium' in Your Policy Schedule or subsequent endorsement.

#### Under this Optional Extension:

- a. You must pay the Deposit Premium at the commencement of the Period of Insurance;
- b. At the end of the Period of Insurance. We will calculate the Incurred Premium for the full Period of Insurance; and
  - i. pay to You any amount by which the Incurred Premium is less than the Deposit Premium; and
  - ii. You must pay to Us any amount by which the Incurred Premium exceeds the Deposit Premium,  
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; and
- c. If during the Period of Insurance the Deposit Premium is varied as a result of addition or deletion of Insured Property covered under this Policy Product 1, then the Maximum Premium and the Minimum Premium will be adjusted proportionately.

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

**5. Aggregate Excess**

**Aggregate Excess** means the amount described as such in Your Policy Schedule, that You must pay as the first part of all combined losses during the period the Policy is in force until the Aggregate Excess is exhausted.

In calculating the amounts to be applied towards the exhaustion of the Aggregate Excess, the following provisions apply:

- a. You must pay for any loss that is below the Excess (for the type of Insured Property as described in the Excess Conditions area in Your Policy Schedule) and it will not accumulate to the Aggregate;
- b. In determining the amount to be applied toward exhaustion of the Aggregate Excess, the following will first be deducted from the amount of the loss before the balance of loss accumulates to the Aggregate:
  - i. the amount of the Excess; and
  - ii. any applicable age or other Excess.
- c. Your contribution to the Aggregate Excess is calculated by adding:
  - i. the total of all claims settlements by Us on Your behalf and paid by You; and
  - ii. all assessor, investigator and legal costs that We have incurred or You have incurred and for which We have given prior approval,

during the period the Policy is in force.

Only the GST exclusive proportion of any claims settlement or other cost that has Our prior approval is used in calculating the amount applied towards the Aggregate Excess.

This Optional Extension is subject to the following further conditions:

- i. In addition to Your General Claims Responsibilities, You must advise Us of all Accidents where the loss or damage is likely to exceed the Excess during the period the Policy is in force;
- ii. We will manage all losses on Your behalf that exceed the Excess;
- iii. if during the period the Policy is in force the Premium is varied as a result of the addition or deletion of Insured Property covered under this Policy Product 1, then the Aggregate Excess will remain unchanged; and
- iv. should You cancel Your Policy during the Period of Insurance, We agree to rebate Your Premium in accordance with the Cancellation conditions, however the Aggregate Excess remains unchanged and as described in Your Policy Schedule.

**6. Stop Loss**

Notwithstanding any Aggregate Excess that may be applicable to this Policy Product 1, 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, will be the only amount to accumulate to the exhaustion of the Aggregate Excess. Stop Loss Cover ceases upon exhaustion of the Aggregate Excess.

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### 7. Claims Experience Discount

#### Definitions applying to this Optional Extension:

<b>Premium Adjustment Percentage</b>	means the percentage stated in Your Policy Schedule.
<b>Loss Percentage</b>	means the percentage as shown in Your Policy Schedule
<b>Maximum Credit Percentage</b>	means the percentage shown in Your Policy Schedule
<b>Premium</b>	means the Premium shown in Your Policy Schedule exclusive of additional charges for extended Section 2 or other additional charges.
<b>Final Premium</b>	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.
<b>Incurred Claims</b>	means the total of: <ul style="list-style-type: none"><li>a. what We have actually paid for claims during the Period of Insurance;</li><li>b. what We have allowed as a reserve to pay those claims not yet resolved at the end of the Period of Insurance; and</li><li>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.</li></ul>

#### Calculation of Claims Experience Discount (CED)

The **CED** rebate is calculated as follows:

(Final Premium less Incurred Claims) multiplied by Loss Percentage

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

#### The Agreement under this Optional Extension:

- 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 agree to credit the new premium by the CED rebate (or if the CED rebate exceeds the maximum credit, by the maximum credit).
- b. You and Us agree that the maximum credit will be the amount obtained by applying the Maximum Credit Percentage to the Premium.

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- c. You agree that this CED rebate will only apply where;
  - i. The Final Premium at the end of this Period of Insurance is greater than the Incurred Claims for the same Period of Insurance,
  - ii. The premium for the new Period of Insurance (including any changes made during that new period) is greater than 65% of the expiring Period of Insurance premium, and
  - iii. The coverage of the new Yellowcover Policy Product 1 remains comprehensive and structure of the new Policy has not changed to an Aggregate Excess format Policy, and
- d. You agree that if You fail to maintain the next twelve month Period of Insurance stated in paragraph (a) of this CED Optional Extension, We will be entitled to recover the credit from You;

SECTION 3

**Terrorism Loss or Damage**

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

This Section **does not apply** to plant and equipment used in mining and construction activities that would not ordinarily be registered to travel by road. For the purposes of this Section 3, **Your Motor Vehicle** also includes its Extras and/or Working Accessories.

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

**How We settle Your claim.**

We will, at Our option, either:

- a. repair, reinstate or replace the damaged parts of Your Motor Vehicle;
- b. pay the amount of the loss or damage; or
- c. replace Your Motor Vehicle.

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

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

We **will not** pay for:

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

Loss or damage to Your Insured Property or any liability arising from Your Insured Property being driven by or being in the charge of or in control of You or any person:

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

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

However this exclusion **will not** apply if:

- A. there are any relevant statutory provisions to the contrary; or
- B. You prove that:
  - (1) You did not consent to Your Insured Property being driven by or in charge of a person so affected or so behaving; and,
  - (2) You were not aware of or did not have knowledge that Your Insured Property was or would be driven by or in charge of a person so affected or so behaving.

### **2. Racing/Testing**

Loss or damage to Your Insured Property or any liability arising from it being engaged in any kind of motor sport, racing, pacemaking, reliability trial, speed attempt, hill- climbing, burn-out, stunt or test (other than for a road test following service or repair).

### **3. Exceeding Limits**

Loss or damage to Your Insured Property or any liability arising from Your Insured Property carrying, lifting, hauling, towing or being operated in a manner so that Your Insured Property, its load or the number of passengers carried exceeds:

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

However this exclusion will not apply if:

- i. the Accident was not caused by or contributed to by Your Insured Property carrying, lifting, hauling, towing or being operated in a manner such that it or its load exceeded that permitted by law, by-law, regulation or permit; or
- ii. You prove and We accept that You have given instructions or taken reasonable precautions that are adequate to prevent such use and did not know or could not reasonably have known that the operator was using the Insured Property in the manner outlined in a., b. or c. above.

Notwithstanding i. and ii. above, We will not waive Our subrogation rights (where allowed at law) against the operator of Your Insured Property in the event of such Loss or Damage. In all other respects the existing Terms, Conditions and Exclusions of the Policy shall apply.

#### **4. Unroadworthy/Unsafe Insured Property**

Loss or damage to Your Insured Property or any liability arising from it being used in an unsafe or unroadworthy condition, unless that condition was not or could not be readily detected by You.

#### **5. Unlicensed or Unauthorised at Law**

Loss or damage to Your Insured Property or any liability arising whilst it is being driven by You or any person who is not licensed or authorised under all relevant laws, by-laws and regulations for that class of vehicle or for the purpose for which it is being used, and whom You knew or ought reasonably to have known was not licensed, entitled or authorised to do so by law.

#### **6. Hire, Fare or Reward**

Loss or damage to Your Insured Property or any liability arising from it being used as a taxi or hire Motor Vehicle. If Your Motor Vehicle is a bus or coach We will not Cover liability for loss or damage to the property of passengers (unless otherwise varied in Your Policy Schedule)

#### **7. Hire, Lease or Loan to a Third Party**

Loss or damage to Your Insured Property or any liability arising from it being the subject to any agreement for hire, lease, let or loan by You to any other party.

#### **8. Fuel System Compliance.**

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

#### **9. Illegal Alterations or Modifications**

Loss or damage to Your Insured Property or any liability arising from it being operated with illegal alterations or modifications so that your Insured Property does not comply with any Machinery Act or regulations or any relevant law, by law, regulation, the Australian Standards Code, Australian Design Rules or the manufacturer's standard design.

#### **10. Dual or Multi Lifting Operations**

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

#### **11. Lawful Seizure**

Loss or damage to Your Insured Property or any liability arising from the lawful seizure or other operation of law, (except for loss or damage caused to Your Insured Property whilst in control of persons of a governmental authority during its

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secondment in an emergency).

### 12. Connivance

Loss or damage to Your Insured Property or any liability arising from an act or connivance by You or any person acting for You or on Your behalf that is either wilful, deliberate or criminal.

### 13. Underground

Loss or damage to Your Insured Property or any liability arising from it:

- a. operating underground (i.e. drilling, tunnelling, shovelling, hauling etc); or
- b. being underground (in a mine, mining shaft or a tunnel under construction) being driven, or stationary having been driven.

### 14. Theft

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

- a. You;
- b. any person to whom Your Insured Property is on hire under any agreement of encumbrance or lease (unless otherwise stated in Additional Benefits or Optional Extensions);
- c. any person for whose debt Your Insured Property stands as security under/pursuant to any agreement entered into by You; or
- d. any of Your employees, servants, agents, directors or subcontractors (past or present), including malicious damage thereby, where the Theft or malicious damage relates to a debt (being for wages, contractual payments or otherwise) owed or alleged to be owed by You to any such person or persons.

### 15. Keeping Your Insured Property secure

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

### 16. Operating outside of regulations and instructions

Loss or Damage to Your Insured Property or any liability arising or caused whilst it is being:

- a. operated or configured in a manner contrary to manufacturer's safe operating conditions and limits;
- b. operated in a manner or for a purpose other than that which it was designed or intended; or
- c. used or operated in a manner that is not within strict compliance with systems and procedures imposed or recommended by law, international standards, Australian Standards, industry standards and manufacturers' and distributors' recommendations or guidelines,

However, if You have given instructions or taken precautions that are adequate to prevent such use and did not know or could not reasonably have known that the operator was using the Insured Property in the manner outlined in paragraph b above, then exclusion 16.b. will not apply, but We will not waive Our subrogation rights (where allowed at law) against the operator of Your Insured Property.

### 17. Caravans/Trailers

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

- a. the loss or damage to annexes, camping equipment and the like, is caused by wind or storm;
- b. any liability in respect of death or Personal Injury, or loss or Damage to Property of any person occurs as a result of entering or alighting from the caravan; or
- c. any loss or damage occurs as a result of Theft or burglary of equipment and/or contents from the caravan or trailer, **unless** the Theft or burglary is due to visible violent and forcible entry to the locked caravan or trailer, including

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

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windows thereto.

### 18. Inexperienced Drivers - Articulated Heavy Vehicles

Loss or damage to Your articulated Motor Vehicle or any liability arising or caused if Your articulated Motor Vehicle is a prime mover towing one or more trailers and it is driven by or in the charge of a person with:

- a. less than one year total period of Australian articulated driving experience on a journey greater than 200kms from Your base of operations; or
- b. at least one year (but not greater than two years) total period of Australian articulated driving experience, and on a journey greater than 450kms from Your base of operations.

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

### 1. Reasonable Care

At Your own expense You and any person acting for You or on Your behalf must exercise reasonable care and take precautions and use all due diligence to:

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

### 2. Change of Ownership

Where Your Insured Property is sold or transferred to a new owner, then Cover over that Insured Property is cancelled from the time of the sale or transfer. We will refund the premium for the unexpired Cover for that Insured Property subject to the Cancellation condition that applies to all Policies.

### 3. Territorial Limits

Your Policy Product 1 provides Cover for Your Insured Property only when it is within the Commonwealth of Australia or being transported by vessel between ports within its territorial waters.

### 4. Excess Conditions

#### a. Accumulation and Payment of Excesses:

Excesses as nominated and quantified below will be cumulative, and will apply within and in reduction of the applicable settlement/Limit of Indemnity of this Policy Product 1 where applicable and all are payable at the time a claim is accepted by Us.

#### b. Excess:

You will pay the amount specified in Your Policy Schedule as the Excess applicable to Your Insured Property for which a claim is accepted.

For the purpose of clarity:

- i. Where a motorised vehicle is towing a trailer and that trailer causes Damage to Property of Another Person but not to the motorised vehicle or trailer, then the Excess applicable to the claim will be that Excess applicable to the motorised vehicle (if insured under Your Policy) that caused such trailer's movement, otherwise the trailer Excess

## POLICY PRODUCT 1

### Mobile Plant and Motor Vehicles

applies.

- ii. Where a motorised vehicle is towing a trailer and that trailer causes Damage to Property of Another Person and that trailer, then the Excess applicable to the claim will be that Excess applicable to the motorised vehicle (if insured under Your Policy) that caused such trailer's movement, otherwise the trailer Excess applies.
- iii. Where a Total Loss occurs and the Excess stated in Your Policy Schedule is a percentage, then that percentage will apply to the Sum Insured or Market Value whichever the lesser, subject to any minimum Excess stated in Your Policy Schedule.

#### **c. Age &/or Inexperienced Driver/Operator Excess:**

Where Cover is granted under this Policy that is not otherwise excluded by Exclusion 18 that applies to all Sections of Policy Product 1 or any limitation, restriction or exclusion within Your Policy Schedule and the driver or person in charge of Your Insured Property that is the subject of Your claim falls within the acceptable criteria of age or inexperience for the types of Insured Property listed in the Tables following, an additional Excess will apply.

**Table 1**

Type of Motor Vehicle	Age of person driving/in charge of	Additional Excess Applicable
<b>Sedan, Wagon, 4WD, Utility, Panel van, Coupe</b>	Under 23 years	100% of Standard Excess
<b>Sedan, Wagon, 4WD, Utility, Panel van, Coupe with a value greater than \$100,000</b>	Under 21 years,	\$10,000

**Table 2**

Type of Insured Property	a. Age; or b. experience in licence class, of person driving/	Additional Excess Applicable
<b>Articulated vehicle and over 10 tonne goods carrying capacity vehicle</b>	a. Under 23 years; or b. less than 2 years' experience	100% of Standard Excess
<b>Other Vehicles excluding Mobile Plant and those in Table 1.</b>	a. Under 23 years; or b. less than 2 years' experience	100% of Standard Excess
<b>Mobile Plant</b>	a. Under 23 years; or b. less than 2 years' experience	100% of Standard Excess

#### **d. Tipping:**

In the event of an Accident whilst the tipping hoist located on Your Insured Property is extending, extended or retracting, an additional excess of 100% of the Excess applicable to that Insured Property (whichever item is damaged) will apply. In the event of damage to both a truck and a trailer, the additional excess will be 100% of the trailer Excess only.

#### **e. Fuel Contamination without Locking Devices**

Loss or damage to unattended Mobile Plant caused by contamination to fuel, lubricant, oil, or hydraulic fluid is subject to an additional excess of 100% of the standard Excess applicable if locking devices are not installed on Your Mobile Plant

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

### **f. Not at Fault and Recoverable Excess**

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

- a. Your Insured Property is involved in a collision with another vehicle;
- b. You have provided sufficient proof and We agree You or Your driver were not at fault;
- c. You can identify and provide full details of the third party driver who is at fault (name, telephone number, current address and / or drivers licence number, vehicle registration and name of their insurer);
- d. the third party driver is insured and:
  - i. their insurer has agreed to pay the claim for loss and damage to Your Insured Property; or
  - ii. We deem that the claim is recoverable; and
- e. the amount of Your claim is greater than the applicable Excess(es).

However, You must pay any applicable Excess(es) where the other party or their insurer disputes who is at fault.

This clause f. waiver will not apply if Your Policy has an Aggregate Excess or similar partial or fully self-insured arrangement.

### **5. Average/Underinsurance**

You must insure for no less than 80% of the Market Value of Your Insured Property, otherwise We will pay that proportion of all loss or damage which the Sum Insured bears to 80% of the Market Value, as follows:

$$\frac{\text{The sum Insured}}{80\% \text{ of the full current Market Value}} \times \text{The amount of loss} = \text{The average calculation (not exceeding the Sum Insured)}$$

We will deduct the applicable Excesses from the average calculation to obtain the amount payable by Us. Where Your Insured Property is a Total Loss and insured for less than 80% of its Market Value, We will pay the Sum Insured, unless varied by the 'New Insured Property Replacement' clause (Section 1, Settlement Clause 2).

### **6. Accidents or losses that affect Your Premium**

When calculating Your premium all claims that occur during the Period of Insurance may affect the coming year's renewal premium.

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

- a. to revise Our terms; and
- b. where the Policy has been offered and accepted and a claim has been reported that occurred in the previous Period of Insurance to charge any additional premium as a consequence to the reported loss.

# POLICY PRODUCT 1

## Mobile Plant and Motor Vehicles

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### **Additional Conditions of Policy Product 1 Specific to Mobile Plant**

Where Your Mobile Plant is noted in Your Policy Schedule, the following additional conditions apply to this Policy Product 1 wording.

For the avoidance of doubt, the following does not apply to any trucks, trailers, cars, sedans, utilities and like Motor Vehicles noted in Your Policy Schedule.

#### **Compliance with Recommendations, Guidelines, Standards and Legislation**

You **must** at all times:

- a. service, maintain, use and operate Your Mobile Plant strictly in accordance with:
  - i. manufacturers' and distributors' recommendations and guidelines; and
  - ii. systems and procedures imposed or recommended by law, international standards, Australian standards and industry standards;
- b. ensure that anyone servicing, maintaining, using, or engaging in the operation of Your Mobile Plant complies strictly with:
  - i. manufacturers' and distributors' recommendations and guidelines; and
  - ii. systems and procedures imposed or recommended by law, international standards, Australian standards and industry standards;
- c. permit only qualified or adequately experienced persons to engage in the operation or use of Your Mobile Plant;
- d. permit only persons who are licensed to operate Your Mobile Plant unless they are exempted by law from being licensed; and
- e. ensure that anyone operating or using Your Mobile Plant is:
  - i. provided with suitable training in its operation or use and shown to be competent before operating or using it; and
  - ii. not suffering from a physical or mental impairment of ability to operate or use it safely.

### **Claims Responsibilities that Apply to all Sections of Policy Product 1**

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

- a. You must not authorise any repairs without Our consent;
- b. Where You claim for repairable loss, We will be liable only for the actual cost of (and will have the option of) repairing, re-building or, if necessary, replacing the parts damaged or destroyed. Where Your Motor Vehicle is within three years of its original registration after new manufacture, then We will supply only new parts where available unless agreed otherwise with You.  
For older vehicles, We will supply only genuine original equipment manufacturer parts where available. If they are not available then at Our discretion We will supply aftermarket parts;
- c. Where You claim for Total Loss:
  - i. We will declare Cover for Your Insured Property as totally expended and will cancel Your Insured Property which is subject to a Total Loss from Your Policy Schedule without refund of premium;
  - ii. You must transfer the title and interests in Your Insured Property to Us and We will be entitled to dispose of the remains and retain the proceeds of that disposal;

## POLICY PRODUCT 1

### Mobile Plant and Motor Vehicles

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- iii. You must pay Us the balance of the annual premium that remains outstanding for Your Insured Property that is the subject of a Total Loss prior to claim settlement, by way of direct payment or deduction from the claim amount; and
  - iv. in the event of Theft of Your Insured Property or any part, Extra or Working Accessory thereof, where Your Insured Property or any such Stolen parts Extra or Working Accessory are not recovered, We will only make payment available (except at Our discretion) after the expiration of 90 days from the date of discovery of the Theft of Your Insured Property or any such Stolen parts Extra or Working Accessory.
- d. Recovery after Theft:
- Where Theft occurs and Your Stolen Insured Property or any Stolen parts, Extra or Working Accessory are recovered prior to any payment of claim, You must take back Your Insured Property or any such Stolen parts, Extra or Working Accessory if We require You to do so. We will pay for any damage done to Your Insured Property or any such Stolen parts, Extra or Working Accessory thereof by the thief or thieves as a result of the Theft.
- e. Deciding who is at fault:
- We will be solely responsible for deciding whether You contributed to the cause of an Accident giving rise to a claim under the Policy.



# POLICY PRODUCT 2

## PUBLIC AND PRODUCTS LIABILITY

### The Cover

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

Yellowcover is subject to General Exclusions, Definitions and Conditions that apply to all Policy Products.

Subject to the following terms and conditions, as well as General Exclusions and General Conditions that apply to all Policy Products, this Policy Product 2 provides Cover for Your liability to third parties for Personal Injury or Property Damage as a result of an Occurrence in connection with Your Business or caused by Your Products during the Period of Insurance.

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

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

### Definitions That Apply Only To Policy Product 2

Word	Meaning
<b>Aircraft</b>	means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
<b>Business</b>	means that business described in Your Policy Schedule and will also include: <ol style="list-style-type: none"> <li>the provision of Your own canteen, sports, social and child care facilities or welfare organisations, and Your own fire, first aid, medical and ambulance services;</li> <li>private work undertaken by any of Your Employees for any of Your directors, partners or senior executives; and</li> <li>the ownership or occupation of, the carrying out of repairs, maintenance, alterations or additions to, the premises occupied by You in connection with Your Business specified in Your Policy Schedule.</li> </ol>
<b>Computer System</b>	means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.
<b>Cyber Incident</b>	means: <ol style="list-style-type: none"> <li>unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof;</li> <li>Malware or Similar Mechanism;</li> <li>programming or operator error whether by the insured or any other person or persons; any unintentional or unplanned - whole or partial - outage of the insured's Computer System not directly caused by physical loss or damage,</li> </ol> affecting access to, use of or operation of any Computer System or access to, use of, disclosure of, or processing of any Electronic Data by any person or group(s) of persons.
<b>Electronic Data</b>	means facts, concepts and information converted to a form useable for display, communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

Word	Meaning
<b>Employee</b>	means any person engaged in the Business under a contract of service or apprenticeship with You (other than with a person insured by the Principal's Liabilities clause or so deemed by any law).
<b>Information Technology</b>	means and includes data or part of data, computer hardware, operating system, computer network, equipment, web sites, servers, extranet, software, applications software, computer chip including microprocessor chip and coded instructions as well as any new technology, product or service replacing existing information technology.
<b>Internet Activity</b>	means activity involving the transfer of electronic data over the internet and includes but is not limited to: <ul style="list-style-type: none"> <li>a. sending and receiving email;</li> <li>b. accessing or using world wide web sites.</li> </ul>
<b>Malware or Similar Mechanism</b>	means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to "Virus", "Trojan Horses", "Worms", "Logic Bombs" or "Denial of Service Attack".
<b>Occurrence</b>	means any event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended by You. All events of a series consequent on or attributable to one source or original cause will be deemed one Occurrence.
<b>Personal Injury</b>	means: <ul style="list-style-type: none"> <li>a. bodily injury, death, sickness, disability, disease, shock, fright, mental injury, mental anguish or loss of consortium resulting from any of them; and</li> <li>b. i. false arrest, false imprisonment, malicious prosecution, wrongful eviction, wrongful detention and humiliation;</li> <li>ii. libel, slander, defamation of character;</li> <li>iii. invasion of right of privacy; or</li> <li>iv. assault and battery committed by You for the purpose of preventing or eliminating danger to persons or property to the extent permitted by law.</li> </ul>
<b>Products</b>	means any goods, product or property (including any components, packaging or container) described in Your Policy Schedule (after they have ceased to be in Your possession or under Your control) manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed in or from Australia or its external territories by You, or are deemed by Australian law to have manufactured, in the course of the Business, and includes directions, markings, instructions, warnings or given or omitted advice in connection with such Products, but does not include the design, formula or specification of such Products.

Word	Meaning
<b>Property Damage</b>	<p>means:</p> <ul style="list-style-type: none"> <li>a. physical damage to or destruction of tangible property including the loss of use thereof at any time resulting therefrom; or</li> <li>b. loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by an Occurrence.</li> </ul>
<b>Territorial Limits</b>	<p>means:</p> <ul style="list-style-type: none"> <li>a. anywhere in Australia including its external territories</li> <li>b. elsewhere in the world but only in respect of: <ul style="list-style-type: none"> <li>i. commercial visits by directors and non-manual work carried out by You provided that at the time of carrying out that work such directors or You were normally resident in Australia or its external territories; and</li> <li>ii. Products supplied from or originating in Australia or its external territories (subject to Exclusion 7. of the Specific Exclusions that apply to Section 2 - Products Liability of this Policy Product 2).</li> </ul> </li> </ul>
<b>Use as a Tool of Trade</b>	<p>means use for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, vacuuming, suction, or like circumstance.</p> <p>It does not include:</p> <ul style="list-style-type: none"> <li>a. use for loading and unloading goods onto or off a goods carrying vehicle (or use of a crane arm mounted on the vehicle to do so);</li> <li>b. transit on a designated road to or from a work site; or</li> <li>c. use for road transport or road haulage.</li> </ul>
<b>Watercraft</b>	<p>means any vessel, craft or thing made or intended to float on or travel on, over or through water.</p>
<b>You/Your/Yours</b>	<p>for the purposes of this product, and in addition to the General Definition that applies to Your Policy, means:</p> <ul style="list-style-type: none"> <li>a. the client named in Your Policy Schedule whose place of residence or if a company, whose place of incorporation, is within Australia or its external territories;</li> <li>b. any personal representatives in the event of the death of a client but only in respect of liability incurred by the client;</li> <li>c. any office-bearer committee or member of the client's own canteen sports social and child care facilities or welfare organisations and any member (not being a qualified medical practitioner) of the client's own fire first aid medical or ambulance service;</li> <li>d. any director, partner, executive officer or shareholder of the client or any Employee but only for liability in respect of which the client would have been entitled to indemnity if the claim had been made against the client; or</li> <li>e. any director, partner or senior executive of the client in respect of private work undertaken by any Employee for such director or senior executive.</li> </ul>

SECTION 1  
**Public Liability**

**What You are insured for in Section 1**

**1. Compensation**

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

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

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

**2. Legal Costs/Solicitors Fees/ Claimants Costs**

In addition We will pay:

- a. all charges, expenses and legal costs incurred by Us and/or You provided that such charges, expenses and legal costs were incurred with Our written consent in the settlement or defence of any claim for compensation for which You may be liable under Section 1 of this Policy Product 2;
- b. Your legal costs of representation at any coroner's inquest or inquiry incurred with Our prior written consent;
- c. all charges, expenses and legal costs recoverable from You resulting from any Occurrence giving rise to legal liability under Section 1 of this Policy Product 2; and
- d. all expenses incurred by You for first aid to others at the time of Personal Injury (other than payment of medical expenses which are prohibited by law).

All of these costs, expenses or charges must be incurred in connection with claims for compensation which if sustained would be indemnified under Section 1 of this Policy Product 2.

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

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

We will not be liable for:

**1. Property Damage**

Property Damage to property:

- a. which belongs to You;
- b. held on behalf of any customer for or during transit (including loading/unloading and temporary storage in the ordinary course of transit) in the course of Your Business; or
- c. of any third party entity held, administered, used or otherwise in Your possession or control (including property attached by a securing device to, or being lifted by, any such property), except for the first \$100,000 incurred as a result of any one Occurrence and in the aggregate in any one Period of Insurance; and subject to a deductible of the first 10% of any claim or the first \$500, whichever is the greater, but this entire Exclusion 1.c. will not apply to:
  - i. personal possessions of directors, partners, Employees or visitors;

## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

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- ii. premises (and their contents) not owned or rented by You but which are temporarily occupied by You for the purpose of carrying out work in connection with the Business;
- iii. premises (including fixtures and fittings) leased or rented to You provided that You will be responsible for the first \$500 in respect of loss or damage caused (other than by fire or explosion) in addition to any Excess specified in Your Policy Schedule; or
- iv. Motor Vehicles, not owned by You nor used in conjunction with the Business, whilst within a free car park provided by You for the use of customers visitors or Employees.

### **2. Liability Under Agreement**

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

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

- a. a lease or agreement for tenancy of premises (or property) occupied by You in connection with Your Business unless any terms or conditions contained in such a lease or tenancy agreement require You to:
  - i. insure such premises (or property); or
  - ii. indemnify the lessor for Personal Injury or Property Damage regardless of fault; or
- b. any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities.

### **3. Aircraft & Watercraft**

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

### **4. Motor Vehicles / Mobile Plant**

Personal Injury or Property Damage caused by or arising directly or indirectly out of or in any way connected with the ownership, possession, operation, driving or use by You of any Mobile Plant or Motor Vehicle:

- a. which is registered;
- b. which is required under any legislation to be registered; or
- c. in respect of which insurance is required to be effected by You or on Your behalf by or under any legislation, including legislation of any state or territory of Australia, whether or not such insurance is effected;

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

- i. delivering goods away from, or collecting goods to convey to, any Motor Vehicle where such Personal Injury or Property Damage occurs beyond the limits of any carriageway or thoroughfare, and such liability does not arise out of the operation of loading or unloading the goods directly onto or off the Motor Vehicle;
- ii. the loading or unloading of, or the delivery or collection of goods to or from, any Motor Vehicle not in Your physical or legal control but which is used in work undertaken by You or on Your behalf; or
- iii. use as a Tool of Trade either on any site where You are undertaking work or at Your premises,

but not for such liability that arises in circumstances for which indemnity would be provided under any form of insurance which is required to be effected by You or on Your behalf by or under any legislation, including legislation of any state or territory of Australia, whether or not such insurance is effected.

## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

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### **5. Products**

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

### **6. Professional Duty**

Claims arising out of any breach of duty owed in a professional capacity by You, but this Exclusion 6. does not apply to:

- a. the rendering of or failure to render advice or services by members of Your own first aid, medical or ambulance services referred to in the Specific Definitions that apply to this Policy Product 2; or
- b. claims where such breach is in relation to advice or services given gratuitously.

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

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

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

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

### **8. Defamation**

Claims arising out of the publication or utterance of a libel or slander or defamation of character:

- a. made prior to the commencement of the Period of Insurance or following its ceasing;
- b. made by You or at Your direction with knowledge of the falsity thereof; or
- c. related to advertising, broadcasting or telecasting activities, or publication of newspapers, journals, books or periodicals, conducted by or on Your behalf.

### **9. Blasting**

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

## SECTION 2

### **Products Liability**

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

##### **1. Compensation**

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

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

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

##### **2. Legal Costs/Solicitors Fees/ Claimants Costs**

In addition We will pay:

- a. all charges, expenses and legal costs incurred by Us and/or You, provided that such charges, expenses and legal costs were incurred with Our written consent in the settlement or defence of any claim for compensation for which You may be liable under Section 2 of this Policy Product 2;
- b. Your legal costs of representation at any coroner's inquest or inquiry incurred with Our prior written consent;
- c. all charges, expenses and legal costs recoverable from You resulting from any Occurrence giving rise to legal liability under Section 2 of this Policy Product 2; and
- d. all expenses incurred by You for first aid to others at the time of Personal Injury (other than payment of medical expenses which is prohibited by law).

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

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

Our total liability to You under the above clauses 1 and 2 of Section 2 of this Policy Product 2 for all Occurrences occurring in the Period of Insurance is the Limit of Indemnity specified in Your Policy Schedule under Section 2 of this Policy Product 2. This means that We will not indemnify You for more than this amount, either for one claim or for a series of claims that together add up to more than the Limit of Indemnity specified in Your Policy Schedule for Section 2 of this Policy Product 2.

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

We will not be liable for:

##### **1. Property Damage**

Property Damage to property:

- a. which belongs to You;
- b. held on behalf of any client or customer for or during transit (including loading/unloading and temporary storage in the ordinary course of transit) in the course of Your Business; or
- c. of any third party entity held, administered, used or otherwise in Your possession or control (including property attached by a securing device to or being lifted by any such property), but this entire Exclusion 1.c. will not apply to:
  - i. personal possessions of directors, partners, Employees or visitors;

## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

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- ii. premises (and their contents) not owned or rented by You but which are temporarily occupied by You for the purpose of carrying out work in connection with the Business;
- iii. premises (including fixtures and fittings) leased or rented to You provided that You will be responsible for the first \$500 in respect of loss or damage caused (other than by fire or explosion) in addition to any Excess specified in Your Policy Schedule; or
- iv. Motor Vehicles, not owned by You nor used in conjunction with the Business, whilst within a free car park provided by You for the use of customers, visitors or Employees.

### **2. Aircraft Products**

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

### **3. Liability Under Agreement**

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

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

### **4. Repair or Replacement**

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

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

### **5. Known Defects**

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

### **6. Defective Design**

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

### **7. North American Exports**

Personal Injury or Property Damage:

- a. occurring in any country on the continent of North America, or in states or territories incorporated in or administered from or by such country; and
- b. caused by Products exported by You to any such country.

### **8. Public Liability**

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

## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

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### 9. Product Defect

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

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

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

## Automatic Extensions of Cover

### 1. Cross Liability

Where more than one person or party comprises You as defined in this Policy Product 2, each person or party will be treated as if a separate Policy had been issued to each of them. Any such person or party making a claim will be treated as though they are insured separately under this Policy Product 2. The Limit of Indemnity is not affected or increased as a consequence of this clause.

### 2. Principal's Liability

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

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

### 3. Wrongful Delivery of Concrete

Notwithstanding the exclusion regarding liability arising out of goods in the physical and legal control, and express warranty, contract or agreement and the liability arising out of the use of a registered Motor Vehicle, the Policy is extended to Cover Your legal liability for Property Damage arising out of the wrongful delivery of concrete or cement aggregate to a site and/or portion of a site, for which the delivery was not to be made.

No Indemnity will apply where liability arises out of or is caused by delay in delivery or by wrongful delivery where the act of such delivery was wilful and/or malicious. Our limit of liability in regard to this extension is limited to the Limit of Indemnity shown in Your Policy Schedule.

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

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

#### Cover

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

- a. Covers:
  - i. Your liability arising out of an Occurrence for Personal Injury or Property Damage caused by You or Your employees and includes Your vicarious liability for subcontractors and agents;
  - ii. liability arising out of the use of fixed hoists or fixed cranes and those unregistered Vehicles not required to be indemnified under Your Motor Vehicle or Mobile Plant type Policy, boilers and pressure vessels; and
  - iii. property of RMS whilst in Your legal and physical control limited to \$500,000 any one Occurrence;
- b. includes RMS as an additional named Insured for liability arising out of Your activities including liability:
  - i. for injury caused by You to any RMS employee not protected by any worker compensation cover or like;
  - ii. arising from work undertaken at and away from Your premises; and
  - iii. for damage caused by You to RMS property not in Your physical or legal control;

## POLICY PRODUCT 2

### PUBLIC AND PRODUCTS LIABILITY

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- c. includes a cross liability for You and RMS, but for the purpose of this extension, it is agreed that the RMS is not an insured person for the purpose of the issue of a Notice of Expiry as required pursuant to the Insurance Contracts Act 1984 (Cth) (Expiration, Renewal, and Cancellation);
- d. provides a Limit of Indemnity as specified in Your Policy Schedule for:
  - i. Public Liability: for any one single Occurrence and unlimited in the aggregate to the number of Occurrences; and
  - ii. Products Liability: for any one single Occurrence and total aggregate liability during any one Period of Insurance for all legal Liability arising out of Your Products;
- e. protects Your interest for the Business activity stated in Your Policy Schedule and no other for the purpose of this insurance; and
- f. agrees to a waiver of the subrogation clause against any party where they are indemnified by the Policy.

#### Other important features

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

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

Notwithstanding Exclusion 4. of Section 1 - Public Liability of Policy Product 2, We will indemnify You under Section 1 of this Policy- Public Liability for sums You become legally liable to pay as compensation for Property Damage occurring during the Period of Insurance caused by You having moved or attempted to move any other third party's Mobile Plant or Motor Vehicle that was parked in a position which prevented or impeded the loading, unloading or lawful passage of Your Mobile Plant or Motor Vehicle. However You must at all times be suitably licensed and competent in the operation of such third party Mobile Plant or Motor Vehicle, exercise reasonable care and not deliberately damage any such Mobile Plant or Motor Vehicle.

### Conditions That Apply to All Sections of Policy Product 2

#### 1. Reasonable Care

In addition to the General Conditions that apply to Your Policy, at Your own expense, You and any person acting on Your behalf must exercise reasonable care and take precautions and use all due diligence to:

- a. maintain all premises, plant, equipment (including protective devices) and everything used in Your Business in proper repair and in a sound working condition;
- b. take immediate actions to trace, recall or modify any of the Products containing any defects or deficiency of which You have knowledge or reason to suspect contain such a defect or deficiency; and
- c. prevent Personal Injury or Property Damage.

#### 2. Adjustment

If the premiums are calculated on statements and estimates provided by You, within a reasonable period of the expiry of each Period of Insurance You will provide to Us the information that We may require for that expired period and the premium for that period will thereupon be adjusted by Us and the difference be paid by or allowed to You as the case may be subject to any minimum premium applicable.

## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

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### 3. Prohibited By Law

Where this Policy provides any indemnity to You which is prohibited by law, this Policy Product 2 will be varied by operation of this clause so that this Policy Product 2 does not respond to the extent that the indemnity is prohibited by law.

### 4. Payment of Limit of Indemnity

We may at any time pay to You the appropriate Limit of Indemnity (after deducting any sum or sums already paid) or any lesser amount for which a claim or claims may be settled and thereupon We will relinquish the conduct and control of and will be under no further liability in connection with such claim or claims except for those costs and expenses incurred prior to the date of such payment.

### 5. Contribution to Costs

If We have not exercised Our rights under Condition 4. above of the Conditions that apply to all Sections of this Policy Product 2, Our liability to pay costs and expenses, where any sum or sums exceeding the appropriate Limit of Indemnity have to be paid to dispose of a claim or claims, will be limited to such proportion of the said costs and expenses as such Limit of Indemnity bears to the amount actually so paid, or to be paid.

### 6. Medicare Notification

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

## Exclusions That Apply to All Sections of Policy Product 2

We will not be liable for:

### 1. Pollution

- a. Personal Injury or Property Damage caused by or arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater) unless such discharge, dispersal, release or escape:
  - i. is neither reasonably expected nor intended by You;
  - ii. is the consequence of a sudden and instantaneous cause, which cause takes place at one clearly identifiable point in time during the Period of Insurance; and
  - iii. is not the consequence of a failure to maintain plant and equipment in sound functional order (unless such condition could not be readily detectable by You), or the consequence of prolonged wear and tear; or
- b. any costs or expenses incurred in preventing, removing, nullifying or cleaning-up any discharge, dispersal, release or escape as described in Exclusion 1.a. above, unless such costs or expenses are consequent upon an unexpected, unintended sudden and instantaneous cause which takes place at a clearly identifiable point in time during the Period of Insurance and results in Personal Injury or Property Damage neither of which is otherwise excluded by Your Policy,

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

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

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

## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

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### 2. Contaminants

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

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

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

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

### 3. Asbestos

Loss or damage or liability arising out of any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

### 4. Loss of Use

Claims in respect of the loss of use of tangible property, not physically damaged or destroyed, resulting from:

- a. a delay in or lack of performance (by You or on Your behalf) of any contract or agreement; or
- b. the failure of Products or work performed by You, for You, or on Your behalf to meet performance, quality, fitness or durability levels warranted or represented by You, but this Exclusion 4.b. does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of Products or work performed by You, for You, or on Your behalf after such Products or work have been put to their intended use by any person or organisation other than You.

### 5. Injury to Family

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

### 6. Welding

claims arising directly or indirectly out of or caused by, through, or in connection with arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding or cutting equipment is used, unless such use is carried out in strict compliance with the prevailing Australian Standards (Safety in Welding and Allied Processes) issued by the Standards Association of Australia.

### 7. Internet Operations

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

### 8. Underground Services

Loss or damage to underground services being existing electric or optic or telecommunication wire or cables or their supports, sewers, water, gas, and/or any other pipes or other services or to any land or fixed property whatsoever and/or the contents thereof unless You have procured and acted upon written plans prepared by an appropriate authority about the location of any such underground services.

Where a claim is indemnified under such circumstances, You will be liable to pay an excess of \$5,000 for each and every claim (unless a higher excess is noted in the Policy Schedule).

## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

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### 9. Vibration and removal of support

Liability for Property Damage in connection with:

- a. vibration; or
- b. removal or weakening of, or interference with, support to land, buildings or any other property,

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

### 10. Advertising

Liability for advertising arising out of:

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

### 11. Types of Work

Personal Injury or Property Damage caused by or arising from:

- a. excavation exceeding 10 metres in depth;
- b. rail works on rail tracks, rail beds, rail trestles or rail signals;
- c. wholly underground operations;
- d. any works in oil, gas, chemical or petro-chemicals plants;
- e. the structural maintenance of dams, reservoirs or weirs; or
- f. ship building or structural ship repairing activities.

### 12. Organic Growths

Personal Injury or Property Damage, caused by or arising out of, any moulds, fungi, spores or other similar growth including but not limited to aspergillums', penicillium, or any strain or type or stachybotris.

### 13. E-Commerce

Personal Injury or Property Damage directly or indirectly caused by, contributed to by, resulting from, or arising out of, or in connection with any:

- a. communication, display, distribution or publication of Information Technology;
- b. total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Information Technology;
- c. error in creating, amending, entering, directing, deleting or using Information Technology equipment; or
- d. total or partial inability or failure to receive, send, access or use Information Technology for any time or at all.

### 14. Defective Work

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

### 15. Aviation Activities

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

## POLICY PRODUCT 2

# PUBLIC AND PRODUCTS LIABILITY

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### 16. Employers Liability

- a. Any liability for Personal Injury for which insurance against such liability (whether the insurance is limited in amount or not) is required pursuant to any workers' compensation, accident compensation or similar legislation in respect of Personal Injury to an Employee, or a person deemed to be Your Employee by such legislation, arising out of or sustained in the course of the employment of such person by You; or
- b. Any other liability imposed by the provisions of:
  - i. any workers' compensation, accident compensation or similar legislation; or
  - ii. any industrial award or agreement or determination or any contract of employment or workplace agreement.

### 17. Avian Influenza and Infectious Disease

Loss, damage, liability or expense arising directly or indirectly or caused 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 parasite, or the spreading or releasing thereof, by You, whether accidentally, knowingly, wilfully, maliciously or otherwise; or
- e. any losses caused by quarantinable disease listed in the Australian Quarantine Act 1908 or similar.

### 18. Dry Hire

Any liability arising directly or indirectly from any Mobile Plant or Motor Vehicle hired out under a Dry Hire arrangement and caused by the actions of the hirer or any person acting on their behalf, however We will pay for Your vicarious liability and We will Cover You for Your legal liability arising out of mechanical, electrical or servicing defects caused by You in such hired equipment not arising as a result of the actions of the hirer.

### 19. Waste Management/ Disposal

Any liability arising directly or indirectly from:

- a. activities relating to inappropriate sale, use or disposal of waste which should be disposed of at a council or suitably authorised waste or landfill centre; or
- b. where a council or relevant authority permit is required to be obtained and You fail to do so; or
- c. any activities or occupation relating to products and/or services involving recycling, waste, tip or landfill activities, ownership or management and the like.

### 20. Silica

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

### 21. Cyber Incident

Personal Injury or Property Damage directly or indirectly caused by, contributed to, resulting from, arising out of or in connection with a Cyber Incident.



# POLICY PRODUCT 3

## BUSINESS INTERRUPTION

### Introduction

This Product 3 does not apply unless it is noted on Your Policy Schedule. Yellowcover is subject to General Exclusions, Definitions and Conditions that apply to all Policy Products.

Cover is only available for eligible trucks, trailers and mobile plant such as excavators, backhoes, dozers, rollers, bobcats and the like, when insured under a schedule of less than 25 Insured Property items. Cover only applies if the item of Insured Property is noted in Your Policy Schedule under Policy Product 3.

Subject to the following terms and conditions, as well as any General Exclusions and Conditions that apply to Policy Products, this Policy Product 3 provides Cover for payment of a Weekly Benefit if Your claim for Loss or Damage to Your Vehicle has been accepted under the Vehicle Policy.

### Definitions Specific to this Policy Product 3

Word	Meaning
<b>Benefit Period</b>	means the number of weeks selected by You (as specified in Your Policy Schedule)
<b>Indemnity Period</b>	<p>means the period of time that:</p> <ol style="list-style-type: none"><li>commences from the date You notify Us of the Accident (Commencement Date) to Your Vehicle insured with Us (for the Benefit Period nominated in Your Policy Schedule), and</li><li>ends at either the Repair Completion Date, Replacement of the Vehicle Date or Total Loss Settlement Date,</li></ol> <p>but in no circumstances will the Indemnity Period exceed the Benefit Period.</p> <p>However:</p> <ol style="list-style-type: none"><li>where You have not presented Your Vehicle to Us for assessment, the Indemnity Period Commencement Date will not commence until the day that You do present Your Vehicle for assessment;</li><li>where We have authorised repairs and You have not presented Your Vehicle for those repairs within two business days, then the Indemnity Period Commencement Date will not commence (after that 2nd business day) until the day that You present Your Vehicle for repairs; or</li><li>if You have requested removal of Your Vehicle to a place of repair other than the nearest repairer agreed to by Us (which is more than 100 kilometres from the original agreed repairer), then the Benefit Period will cease from the date of removal from the agreed repairer and recommence from the date of arrival of Your Vehicle at that alternate repairer, subject to i. and ii. above..</li></ol> <p>Regardless, if You have elected to have a Waiting Period, then Your Benefit Period will begin immediately after that Waiting Period has concluded.</p>
<b>Loss or Damage</b>	means actual physical damage to Your Vehicle covered under Your Vehicle Policy.
<b>Maximum Benefit</b>	means Weekly Benefit (for Your Vehicle for which the benefit is payable), multiplied by the Benefit Period.
<b>Repair Completion Date</b>	means the date We or the repairer (whichever is the first) informs You that Your Vehicle is repaired and is available for collection by You.

## POLICY PRODUCT 3

# BUSINESS INTERRUPTION

Word	Meaning
<b>Replacement Vehicle</b>	means the Vehicle You elected to accept as settlement for replacement of the Vehicle subject to Total Loss under Your Vehicle Policy claim.
<b>Replacement of the Vehicle Date</b>	means the date We or the manufacturer or supplier (whichever is the first) informs You that Your Replacement Vehicle is available for collection by You.
<b>Total Loss</b>	means Your Vehicle is destroyed or so damaged as to cease to be a Vehicle or Your Vehicle is so damaged that it is beyond economic repair.
<b>Total Loss Settlement Date</b>	means the date We issue funds payable to You (and/or other interested parties) in settlement of Your claim under Your Vehicle Policy with Us.
<b>Waiting Period</b>	means the number of weeks specified in Your Policy Schedule before which Your Benefit Period commences.
<b>Week</b>	means each period of seven days of the Indemnity Period.
<b>Weekly Benefit</b>	means the amount selected by You (as specified in Your Policy Schedule).
<b>Vehicle</b>	means the vehicles as specified in Your Policy Schedule in Policy Product 3.
<b>Vehicle Policy</b>	means Section 1 of Policy Product 1 of Your Yellowcover Policy.

### Your Cover under this Policy Product 3:

#### 1. How We Will Settle Your Claim

If Loss or Damage to a Vehicle, specified in Your Policy Schedule of this Policy Product 3, is accepted by Us as a claim under Your Vehicle Policy, then We will pay You:

- the Weekly Benefit for each completed Week plus/or one-seventh of the Weekly Benefit for each completed day where the Indemnity Period is less than a Week, subject to the Maximum Benefit applicable under Your Policy Schedule; and
- for a period no greater than the Indemnity Period, provided the Loss or Damage to the Vehicle under Your Vehicle Policy claim, that gives rise to a claim under this Policy Product 3, occurred during the Period of Insurance.

However, any amount payable under this Policy Product 3 Business Interruption Cover, shall be reduced by any amount We agree to pay under the following Optional Extensions to Section 1 of Policy Product 1:

- Substitute Hire Costs - Mobile Plant;
- Ongoing Hire Costs; and
- Finance Payment Protection,

should Coverage be provided by both Policy Products.

#### 2. Optional Benefit: Claim Instalment Payments

If We have accepted indemnity for You under this Policy, Our first payment to You will be made within 14 days from the date the claim has been accepted. Each subsequent payment We are required to make will be made every seven days thereafter.

## POLICY PRODUCT 3

# BUSINESS INTERRUPTION

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### 3. Additional Benefit:

#### a. Repair rework required:

If Your Vehicle is returned to a repairer for repair rework and We have authorised those repairs under Your Vehicle Policy, We will continue to pay Your Weekly Benefit remaining under the original claim for which the Vehicle repair is being reworked, up to the Maximum Benefit, whilst Your Vehicle is having rework completed. The Waiting Period does not apply to this additional benefit.

#### b. Waiting Period reduction:

Where an Accident occurs that results in a claim indemnified under this Policy, then We will reduce the Waiting Period to zero if the Accident:

- i. is an impact by aircraft or part thereof to the Vehicle;
- ii. is an act of Terrorism to the Vehicle;
- iii. involves the loss of the Vehicle from a water vessel transporting it; or
- iv. involves the death of the driver (or a family member) in the Vehicle at the time of the Accident.

### Exclusions Specific to This Policy Product 3:

1. the Weekly Benefit during the Waiting Period;
2. the Weekly Benefit after:
  - a. the Repair Completion Date;
  - b. the Replacement of Vehicle Date; or
  - c. the Total Loss Settlement Date.
3. if the Loss or Damage to Your Vehicle is less than the Vehicle Policy Excess for Your Vehicle;
4. if the Vehicle is partially or totally destroyed by fire (not caused by an impact or collision) or is stolen;
5. if You elect to control, handle or complete the repairs to Your Vehicle Yourself;
6. if Your Vehicle is insured or indemnified (by a policy type covering commercial Vehicles) by any insurer other than Us;
7. for any loss(es) or expense(s) incurred attributable to any overhauls, inspections, modifications or non-claim related work performed on Your Vehicle whether carried out in conjunction with the claimed repairs to Your Vehicle or not;
8. for any third party legal liability, including but not limited to fines, penalties, damages for breach of contract, common law or statute, whether or not attributable to the Loss or Damage to Your Vehicle;
9. for loss attributable to any business of Yours being wound up or carried on by a liquidator or receiver or otherwise being permanently discontinued;
10. if Your Vehicle was being hired out, without Your driver, at the time of the Loss or Damage to Your Vehicle;
11. if Your Vehicle was in the possession of another person or party for the purpose of sale, at the time of the Loss or Damage to Your Vehicle;
12. if Your legal or equitable interest in Your Vehicle ceases, or Your Vehicle is seized or taken possession of by any person lawfully entitled to do so; or
13. if Your Vehicle was being used for illegal purposes with Your consent at the time of the Loss or Damage to Your Vehicle.

## POLICY PRODUCT 3

# BUSINESS INTERRUPTION

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### Conditions Specific to This Policy Product 3

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

We will not insure You under this Policy Product 3:

- a. unless Your Vehicle is also insured under the Vehicle Policy;
- b. where Your Vehicle ceases to be insured for Loss or Damage under the Vehicle Policy, then Cover under this Policy is cancelled for Your Vehicle. We will refund premium in accordance with the terms of General Condition 3 that applies to all Policy Products; or
- c. where Your Vehicle is settled as a Total Loss under Your Vehicle policy and we have finalised Your claim for that Vehicle under this Policy Product 3, then Cover for that Vehicle under this Policy Product 3 is cancelled without refund of premium.

#### 2. Change in Ownership

Where Your Vehicle is sold or transferred to new ownership, then Cover over that Vehicle is cancelled from the time of the sale or transfer. We will refund premium in accordance with the terms of General Condition 3 that applies to all Policy Products.



# GENERAL CONDITIONS THAT APPLY TO ALL POLICY PRODUCTS

## 1. Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, which may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

### If you do not tell us something

If You do not tell Us anything you are required to, We may cancel your contract or reduce the amount We will pay You if You make a claim, or both.

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

## 2. Due Observance

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

## 3. Cancellation

- a. You may cancel Your Policy (or any individual product within Your Policy) at any time by giving Us written notification;
- b. Where You represent more than one person or entity, We will only carry out this cancellation where a written notification to cancel is received from all parties named in Your Policy Schedule;
- c. 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;
- d. We may cancel only when the law allows Us to do so, and We will allow three business days' notice for You to seek alternative insurance or as otherwise required under the Insurance Contracts Act 1984 (Cth);
- e. We will refund premium for each day of the unexpired Period of Insurance;
- f. The daily premium will be calculated by dividing the premium by the number of days of the Period of Insurance. Some government taxes & duties are not refundable.

## 4. Goods and Services Tax

- a. The amount of premium paid by You for Your Policy includes an amount for GST on the premium. As You are a commercial entity, You must inform Us of the extent to which You are entitled to an Input Tax Credit for that GST amount each time that You make a claim under Your Policy;
- b. No payment will be made to You for any GST liability that You may incur on the settlement of a claim if you do not inform Us of Your entitlement or correct entitlement to any Input Tax Credit;
- c. Despite the other provisions of this insurance (including provisions in the wordings, Your Policy Schedule or any endorsement) Our liability to You will be calculated taking into account any Input Tax Credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition; and If the Sum Insured is not sufficient to Cover Your loss, We will only pay any GST (less any relevant Input Tax Credit) that relates to Our proportion of Your loss.

## GENERAL CONDITIONS THAT APPLY TO ALL POLICY PRODUCTS

### 5. 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.

### 6. 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 Your Policy of Insurance was accepted. We will not be liable for any claims after such a change, unless We previously agreed to the change in writing.

### 7. Law & Jurisdiction

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

### 8. 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.

### 9. Other Insurances

You must give Us written notice of any policies of insurance already effected, or which may be subsequently effected covering, whether in whole or in part, the subject matter of the various Products and Policies.

### 10. 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.

### 11. Reasonable Care

At Your own expense You and any person acting for You or on Your behalf must exercise reasonable care and take precautions and use all due diligence to:

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

### 12. Subrogation

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

### 13. 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.

## GENERAL CONDITIONS THAT APPLY TO ALL POLICY PRODUCTS

### 14. Other Interested Parties

- a. Your Policy does not provide insurance in respect of the interest of any person or entity not named in Your Policy Schedule. We will recognise a government agency or Your personal representative in the event of Your death or (temporary or permanent) incapacity.
- b. All persons entitled to any benefit under Your Policy will be bound by the terms of Your Policy.
- c. If any financier has an interest in any Insured Property insured under Policy Product 1 and We elect to settle Your claim by cash payment, We reserve the right to pay all or part of the proceeds to the financier. Any payment to a financier will satisfy Our obligations to You under Policy Product 1 for the amount paid.

### 15. Fraudulent disclosure or misrepresentation

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

## General Claims Responsibilities That Apply To All Policy Products

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

- a. take all reasonable measures to avoid or minimise any further loss, damage, liability or expense;
- b. not make any admission, offer, promise, payment or indemnity without Our written consent;
- c. tell Us all the details of the loss immediately either by submission of a claim form or by providing the information required by NTI ACCIDENT ASSIST, and in no case more than 30 days after the loss damage, liability or expense occurred. This information should be provided to Us with any written documentation, for example, a letter of demand from a claimant, a writ, summons or process received from any third party claimant. The obligation to provide this information is ongoing;
- d. pay the Excess to Us at the time of lodgement of claim;
- e. 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;
- f. notify Us of any other insurance that also provides insurance for any claim under Your Policy;
- g. in the event of loss caused by burglary, Theft and/ or malicious damage, notify the police immediately and provide to them all assistance to apprehend the offending party;
- h. not make any false declaration or statement in support of any claim under Your Policy; and
- i. allow Us to exercise our rights to possession of the damaged or recovered property where We have paid Your claim.

When You claim under this Policy:

- i. We may take over any right that You may otherwise have had against any person who may be held responsible for the loss, damage, liability or expense, to take recovery action in Your name against those responsible; and
- ii. We may take over and conduct in Your name the defence or settlement of any claim or prosecute in Your name for Our benefit, any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim.

## GENERAL EXCLUSIONS THAT APPLY TO ALL POLICY PRODUCTS

We will not pay:

### 1. Terrorism

For loss or damage or liability or expense that is directly or indirectly caused by, contributed to by or arises from:

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

### 2. War

If the loss or damage or liability or expense is directly or indirectly caused by, contributed to by or arises from war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 3. Nuclear Fuel, Waste and Contamination Therefrom

If the loss or damage or liability or expense is directly or indirectly caused by, contributed to by or arises from:

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, and radioactive isotopes of nuclear fuel.

### 4. Electromagnetic Weapon

If the loss or damage or liability or expense is directly or indirectly caused by, contributed to by or arises from any electromagnetic weapon.

### 5. Weapons of Atomic or Nuclear Nature, Radioactive Contamination or Explosion, or of Chemical, Biological, Bio-Chemical Nature

If the loss or damage or liability or expense is directly or indirectly caused by, contributed to by or arises from:

- a. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter emitting from any such weapon or device; or
- c. any chemical, biological or bio-chemical weapon.

### 6. Fines & Penalties

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

### 7. Fraudulent, Wilful & Deliberate Acts

For any loss, damage, liability or expense that arises out of:

- a. a fraudulent or illegal act;
- b. a wilful, deliberate or malicious act; or
- c. misconduct, by You or with Your consent or anyone acting on Your behalf that:
  - i. contributes to; or
  - ii. results in,

any loss or damage or liability.

## STAMP DUTY

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Where applicable, duty has been paid to the jurisdiction that officiates over Your Policy.

**ACT**

Duty Paid, Duties Act, 1999

**SOUTH AUSTRALIA**

Duty Paid, Stamp Duties Act, 1923

**NEW SOUTH WALES**

Duty Paid, Duties Act, 1997

**TASMANIA**

Duty Paid, Duties Act, 2001

**NORTHERN TERRITORY**

Duty Paid, Stamp Duty Act 1978

**VICTORIA**

Duty Paid, Duties Act, 2000

**QUEENSLAND**

Duty Paid, Duties Act, 2001

**WESTERN AUSTRALIA**

Duty Paid, Duties Act, 2008





**National Office**

Level 29, 400 George Street  
Brisbane QLD 4000  
PO Box 13550 George Street  
QLD 4003  
T: 07 3292 9800  
F: 07 3292 9900

▪ Sydney ▪ Melbourne ▪ Adelaide ▪ Perth  
▪ Brisbane ▪ Launceston ▪ Newcastle