

# Steadfast Client Trading Platform Commercial Motor Insurance

Product Disclosure  
Statement and  
Policy Document



**Hollard.**  
commercial insurance



**Steadfast**  
THE STRENGTH YOU NEED

---

## CONTENTS

Part 1 – About this Product Disclosure Statement (PDS).....	1
<b>General Information for Hollard Commercial SCTP Commercial Motor Insurance.....</b>	<b>2</b>
Important Information.....	2
Your Duty of Disclosure.....	2
If You do not tell Us something.....	2
The Insurer.....	2
The Agent.....	2
Privacy.....	2
General Insurance Code of Practice.....	3
Financial Claims Scheme.....	3
How to make a complaint.....	3
Cooling-Off Information.....	4
Significant Risks.....	4
General Information About Taxation Implications.....	4
<b>Part 2 – Policy Terms and Conditions.....</b>	<b>4</b>
What we cover.....	4
<b>General Definitions.....</b>	<b>5</b>
<b>Section 1 – Own Damage.....</b>	<b>8</b>
Additional Benefits applicable to Section 1.....	8
Optional Cover available under Section 1.....	12
Limitations of Cover applicable to Section 1.....	12
Exclusions applicable to Section 1.....	13
<b>Section 2 – Third Party Liability.....</b>	<b>14</b>
Additional Benefits applicable to Section 2.....	14
Exclusions applicable to Section 2.....	16
Additional Benefits applicable to both Section 1 and Section 2.....	17
Exclusions applicable to both Section 1 and Section 2.....	18
General Conditions applicable to both Section 1 and Section 2.....	21
Making a Claim.....	22

---

## ABOUT THIS PDS

### General information

This Product Disclosure Statement (PDS) and policy wording was prepared on 27 September 2021 and tells you about our Commercial Motor Insurance.

Any advice provided is general only and does not take into account your individual circumstances. You should carefully read this document and any other documentation we send you and keep them in a safe place for future reference.

We may need to update this PDS from time to time if certain changes occur, where required and permitted by law. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or We will list the details of such changes at [www.hollardcommercial.com.au](http://www.hollardcommercial.com.au) where You can download an electronic copy.

### Policy Terms and Conditions

This PDS contains the Policy Terms and Conditions for Hollard Commercial SCTP Commercial Motor Insurance, which details all the terms, conditions and exclusions relating to the Policy. It forms part of Your legal contract with Us.

If We agree to insure You, You will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to Your cover and should be read together with the Policy Terms and Conditions of Hollard Commercial SCTP Commercial Motor Insurance.

The Policy We issue to You forms Your legal contract with Us so please keep Your Policy documents in a safe place for future reference.

If You require further information about this product, please contact Your broker.

### About Steadfast

Steadfast Group Limited ('Steadfast') is a public company. It includes a large network of insurance brokerages that operate in the Commonwealth of Australia as Steadfast brokers. This insurance is available exclusively to You through a Steadfast broker. Steadfast does not issue, guarantee or underwrite the Policy.

### Important information about Steadfast's advice

Any advice Steadfast gives about the Policy does not take into account any of Your particular objectives, financial situation or needs. For this reason, before You act on Steadfast's advice, You should consider the appropriateness of the advice taking into account Your own objectives, financial situation and needs. Before You make any decisions about whether to acquire the Policy We recommend that You should read the Policy.

### Digital Product Disclosure Statement

This Hollard Commercial SCTP Commercial Motor Insurance Product Disclosure Statement and all other product documentation will only be provided in electronic form.

After You purchase this product, if You require replacement copies of Your documents, We will either send You, or Your broker, digital copies, or provide You, or Your broker with a link to access digital copies. The digital copies will be in a form that can be downloaded, saved and printed.

By purchasing this product, You agree to receive all information, documents and notices in digital form and You acknowledge that You must make every effort to inform Us of any changes to Your contact details.



---

## GENERAL INFORMATION FOR HOLLARD COMMERCIAL SCTP COMMERCIAL MOTOR INSURANCE

The information contained in this part is general information only and does not form part of Your contract with Us. The Policy Terms and Conditions in the rest of this PDS contain details of Your contract.

### Important Information

Your Policy is important. Please ensure You read it carefully and keep it in a safe place.

The Policy makes provision for payment of Goods and Services Tax by You in relation to premiums and by Us in relation to claims.

If You have any questions regarding the Policy, please contact Your insurance broker.

Plans, documents, reports, contracts, receipts, manuals and serial numbers relating to Your Vehicle should be kept. If a claim occurs they may be required by Us and they will assist You completing Your claim form.

### Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty of disclosure under the *Insurance Contracts Act 1984*.

It is Your responsibility 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.

### The Insurer

This insurance is underwritten by The Hollard Insurance Company Pty Ltd (ABN 78 090 584 473, AFSL 241436) ('Hollard').

Hollard's unique business model and partnership philosophy have quickly established Hollard as the partner of choice for many of Australia's leading underwriting agencies and independent insurance brokers, financial institutions and retailers.

Hollard is authorised by the Australian Prudential Regulation Authority and holds an Australian Financial Services Licence issued by the Australian Securities and Investment Commission.

Hollard's contact details are:

**Address:** Level 12, 465 Victoria Avenue, Chatswood, NSW 2067

**Mail:** Locked Bag 2010, St Leonards, NSW 1590

**Phone:** +61 2 9253 6600

Should You have any questions or queries regarding this insurance, You should contact Your broker in the first instance, or the Agent, Hollard Commercial Insurance (see below).

### The Agent

Hollard Commercial Insurance Pty Ltd (ABN 86 603 039 023, AFSL 474540) (Hollard Commercial) acts under a binding authority given to it by Hollard to administer and issue policies, alterations, renewals and claims. In all aspects of arranging the Policy, Hollard Commercial acts as an Agent for Hollard and not for You. Hollard Commercial may charge a fee, which will be set out in Your Policy Schedule. For more information please refer to the Hollard Commercial Financial Services Guide (FSG) available at [www.hollardcommercial.com.au](http://www.hollardcommercial.com.au).

Hollard Commercial's contact details are:

**Address:** Level 12, 465 Victoria Avenue, Chatswood, NSW 2067

**Phone:** 1300 306 226

**Email:** [connect@hollardcommercial.com.au](mailto:connect@hollardcommercial.com.au)

### Privacy

We recognise that Your privacy is important to You. We are committed to protecting the privacy and security of Your personal information in accordance with the *Privacy Act 1988*. We generally collect personal information directly from You, or from someone authorised by You, in order to provide and administer the various products and services We offer, including marketing information regarding other products and services (of Ours or a third party). If We are unable to collect Your personal information, We may not be able to assess Your application or offer to issue the financial product or service to You. We may disclose Your personal information to related parties, services providers and other third parties, including disclosure overseas (this can change from time to time and You should contact Us for details and to

---

see if this applies to You), in order to manage and administer the financial product or service or for other purposes as explained in Our Privacy Policy. You may reasonably obtain access to and ask Us to correct Your personal information that We hold. Our Privacy Policies can be viewed on Our websites [www.hollard.com.au](http://www.hollard.com.au) and [www.hollardcommercial.com.au](http://www.hollardcommercial.com.au) or a copy can be requested by phoning **02 9253 6600** and **1300 306 226**.

## General Insurance Code of Practice

Hollard is a signatory to the General Insurance Code of Practice.

The objectives of this Code are to:

- commit us to high standards of service;
- promote better, more informed relations between Us and You;
- maintain and promote trust and confidence in the general insurance industry;
- provide fair and effective mechanisms for resolving Complaints you make about Us; and
- promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee (CGC) is the independent body that monitors and enforces our compliance with the Code. It also aims to drive better Code compliance, helping the insurance industry to improve its service to consumers.

For more information about the CGC, or to obtain a copy of the Code please visit [insurancecode.org.au](http://insurancecode.org.au) or phone (02) 9253 5100.

## Extra Care Process

We recognise that Our customers may find themselves in difficult circumstances, particularly when a claim event occurs. We have developed an Extra Care Process to provide additional support to Our customers who may be experiencing vulnerability due to their circumstances, including personal circumstances that are not directly related to insurance. The General Insurance Code of Practice provides the following examples that may contribute to a person needing Extra Care:

- age;
- disability;
- mental health conditions;
- physical health conditions;
- family violence;
- language barriers;
- literacy barriers;
- cultural background;
- Aboriginal or Torres Strait Islander status;
- remote location; or
- financial distress.

More information about Our Extra Care Process and how we support customers is available on Our website or on request via [hcicareofficer@hollardcommercial.com.au](mailto:hcicareofficer@hollardcommercial.com.au).

## Financial Claims Scheme

Hollard is an insurance company authorised under the Insurance Act 1973 (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Hollard are met within a stable, efficient and competitive financial system.

The protection provided under the Financial Claims Scheme legislation applies in relation to Hollard and the policy. If Hollard was to fail and were unable to meet their obligations under the policy, a person entitled to claim under the policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at [www.fcs.gov.au](http://www.fcs.gov.au) or the APRA hotline on 1300 558 849.

Hollard is exempt from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act. Hollard has compensation arrangements in place that are in accordance with the Insurance Act.

## How to make a complaint

If You have a complaint, we are committed to working with You to resolve it as quickly as possible. If You have a complaint You can contact Your insurance broker or Us directly on:

**Phone:** 1300 368 979

**Email:** [resolution@hollardcommercial.com.au](mailto:resolution@hollardcommercial.com.au)

If You contact Us directly, please provide Us with as much information as possible and we will do Our best to resolve it straight away. Where we are unable to resolve Your complaint straight away or if You are not satisfied with the response, we will refer Your complaint to Our Customer Resolution Team who will review Your complaint and provide You with a response.

You will be provided with the contact details of the person looking after Your complaint and You will receive regular progress updates.

## If we cannot resolve Your complaint

If You are not happy with Our decision, or we have taken more than 30 days to respond to You from the date You first made Your complaint, You may contact the Australian Financial Complaints Authority (AFCA) at:

**Phone:** 1800 931 678

**Post:** GPO Box 3 Melbourne VIC 3001

**Website:** afca.org.au

**Email:** info@afca.org.au

The AFCA provides fair and independent financial services complaints resolution that is provided to You free of charge. AFCA has authority to hear certain complaints and they will confirm if they can assist You. A determination by AFCA is binding on Us provided You also accept the determination but is not binding on You. You do not have to accept their determination and You have the right to seek further legal assistance.

## Cooling-off information

There is a 21 day cooling-off period. If You are not completely satisfied with the Policy, You can cancel it from its date of issue by contacting Your broker or Us in writing within 21 days of its date of issue.

We will refund Your premium less any non-refundable government charges, taxes and levies that We have paid. You cannot exercise this right if You are entitled to or have made a claim for any incident within the 21 day period.

Even after this cooling-off period ends You still have cancellation rights. See the General Policy Conditions section.

## Significant risks

### Duty of disclosure

You are obliged to provide reliable information and to comply with Your duty of disclosure, which outlines Your disclosure obligations and the consequences of not complying with these obligations.

### Conditions, exclusions and Policy limits

Read this PDS carefully so that You are fully aware of the cover provided by the Policy and the conditions, exclusions and Policy limits that apply to Your insurance.

## General Information About Taxation Implications

The premiums You pay for Your Hollard Commercial SCTP Commercial Motor Insurance policy may be deductible and any payments You receive, including benefits and premium refunds may be assessable. This is general information only and You should seek advice from Your accountant or taxation adviser regarding Your particular circumstances.

Information regarding Goods and Services Taxation is included in the policy wording under the 'General Conditions applicable to both Section 1 and Section 2'.

## POLICY TERMS AND CONDITIONS

### Things You must tell us or do during the period of insurance

Under this policy, You must tell Us and/or do the following things within a specific timeframe:

Hire costs following an accident (see page 12)

Acquired companies (see page 17)

Automatic additions (see page 17)

If there are any changes to the answers to Our questions which You disclosed at the commencement of this insurance Policy, any subsequent endorsements, alterations or renewals, You must notify Us of the change within 30 days. If You require a copy of the information that has been provided to Us, please contact Your Broker or Insurance Advisor.

Your failure to notify Us of the alterations of risk or changes that may increase the risk could result in Us declining a claim and/or cancelling or avoiding the Policy, except where We expressly allow alterations in risk in the relevant cover sections of the Policy.

### Statutes and regulations

Any reference in this Policy to a statute, regulation or ordinance (or any section of or schedule to any of them) or any other law includes all regulations and other instruments under it, and shall be read so as to include any amendment, re-enactment, substitution, consolidation, replacement or successor of any of them.

### What We Cover

Subject to the terms, conditions, limitations and exclusions contained in this Policy, and after You have paid or agreed to pay Us Your premium, We will insure You against loss or Damage or any liability incurred as described, occurring within Australia during the Period of Insurance.

This Policy is not a maintenance Policy and does not pay out to rectify or improve structural defects, faulty design or faulty workmanship, or to resolve issues that have occurred due to inadequate maintenance, gradual deterioration or general wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance.

Under this Policy there are three cover options available. The cover option You have selected for each of Your Vehicle(s) is shown on Your Policy Schedule. The cover options which are available are:

### Option 1: Comprehensive – Own Damage and Third Party Property Damage Liability

- 1) Section 1 of this Policy will operate as follows:
  - a) Additional Benefits applicable to Section 1; and
  - b) Optional Cover Available under Section 1 if shown on Your Policy Schedule; and
- 2) Section 2 of this Policy will operate in full;

### Option 2: Fire, Theft and Third Party Property Damage Liability

- 1) The operation of Section 1 of the Policy is restricted to the types of cover marked as included in Option 2 (this option provides limited cover for some losses which are commonly caused by fire, explosion, lightning, theft or attempted theft; and
- 2) Section 2 of this Policy will operate in full;

### Option 3: Third Party Property Damage Liability only

Only Section 2 of this Policy will operate.

## GENERAL DEFINITIONS

The following General Definitions apply to all sections of the Policy unless defined differently within an individual section.

**Accident** means a sudden Event which is an unintended or unforeseen happening and is not expected or designed. The Event arises out of the use of Your Vehicle and includes a series of accidents arising out of the one Event.

**Accidental Damage** means sudden physical loss, Damage or destruction to Your Vehicle caused by an Accident.

**Act of Terrorism** means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- 1) involves violence against one or more persons;
- 2) involves damage to property;
- 3) endangers life other than that of the person committing the action;
- 4) creates a risk to the health or safety of the public or a section of the public; or
- 5) is designed to interfere with or to disrupt an electronic system.

**Agreed Value** means the amount specified, exclusive of GST, in the Policy Schedule. This amount includes Standard Accessories and any Non-Standard Accessories, Attachments and Modifications specified in the Policy Schedule.

**Aircraft** means any craft or object designed to travel through air space, other than model aircraft.

**Attachment** means an item of machinery that:

- 1) is shown on Your Policy Schedule; and
- 2) is permanently attached to Your Vehicle.

**Autonomous Vehicle** means a Vehicle that is able to adapt to all traffic situations including stop-start traffic, avoid potential Accidents, and perform collision avoiding manoeuvres and self-parking without human interaction.

**Aviation Works** means any of the following work:

- 1) the refuelling of Aircraft; or
- 2) the construction, alteration, repair, restoration, maintenance, extension, demolition or dismantling of buildings, runways or structures (whether permanent or not) forming, or to form part of the airport that is restricted and not accessible to the general public; or
- 3) the installation, alteration, repair or maintenance of lighting, power supply, drainage, sanitation, water supply, gas supply, fire protection, security and communications systems in any part of the airport that is restricted and not accessible to the general public; or
- 4) any operation on any part of the airport that is restricted and not accessible to the general public involving site clearance, earthmoving, excavation, tunnelling, boring, laying of foundations, erection or dismantling of scaffolding, site restoration, landscaping and the provision of roadways and other access works.

**Business** means Your business as shown in Your Policy Schedule.

**Consequential Loss** means loss of use, loss of earning capacity and any other consequential loss of any kind incurred as a result of You not being able to use Your Vehicle.

**Damage and Damaged** means:

- 1) sudden and unexpected physical loss, damage or destruction (including by Malicious Damage) of Your Vehicle (including by Malicious Damage and theft) but excludes breaking, distortion, seizing, failure or breakdown of a part of Your Vehicle caused by a defect of the part of Your Vehicle that occurs at an identifiable time and place; or
- 2) permanent loss by theft.

**Dangerous Goods** means dangerous goods as defined in either the current Australian Code for the Transport of Dangerous Goods by Road or Rail or the current Australian Code for the Transport of Explosives by Road or Rail.

---

**Dry Hire** means the hiring out of Mobile Plant without a driver or operator.

**Employees** means a person(s) You have the right to direct during Your Business activities who is:

- 1) employed by You;
- 2) apprenticed to You;
- 3) deemed to be Your employee by any applicable law;
- 4) hired or seconded from another party by You; or
- 5) an executive director or officer of Your Business.

**Event** means an Accident or series of Accidents with the same original source or cause. All Accidents of a series consequent upon or attributable to one source or original cause shall be deemed to be one event.

**Excess** means the amount shown in Your Policy Schedule or this document which You must pay when You make a claim under Your Policy. The basic excess will apply separately to each Vehicle and each claim on that Vehicle (see 'Making a Claim' section for details).

**Family** means:

- 1) Your spouse or de facto spouse; and
- 2) Your children or the children of Your spouse or de facto spouse, who ordinarily live with You.

**A 'de facto spouse'** means a person whether of the same sex or not, who ordinarily lives with You in a genuine personal and domestic relationship similar to the relationship of husband and wife.

**Machine** means an item of machinery identified in Your Policy Schedule including any Attachment acquired by You that is:

- 1) identified in Your Policy Schedule; and/or
- 2) permanently attached to Your Vehicle.

**Malicious Damage** means intentional Damage done to Your Vehicle or other property insured under this Policy by someone else without Your consent.

**Market Value** means the value of Your Vehicle immediately before the loss or Damage occurs based on the make, model, age and condition of Your Vehicle (exclusive of GST). We will not pay more than the Sum Insured.

**Mobile Plant** means a self-propelled Vehicle or machine which is not normally registered for on road use and is used for excavating, digging, grading, drilling, lifting, pumping, loading and unloading, vacuuming or other mechanical work.

**Modification** means any change to Your Vehicle which affects the value, safety, performance or appearance of Your Vehicle from the manufacturer's specification.

**Non-Standard Accessories** means accessories or equipment fitted after the manufacture of Your Vehicle or at the time of manufacture as an optional extra.

**Payload** means the maximum load that Your Vehicle is designed to carry. Payload is calculated from the gross vehicle mass (GVM) subtracting the Vehicle's own weight and without any cargo or passengers.

**Period of Insurance** means the period We provide the cover under the Policy as set out on Your Policy Schedule unless ending earlier in accordance with the Policy or relevant law.

**Personal Property** means personal items designed to be worn or carried, but not:

- 1) cheques, money, credit cards or negotiable instruments; or
- 2) firearms; or
- 3) tools or items used in connection with Your Business; or
- 4) mobile phones.

**Policy** means Your insurance contract with Us which consists of this Policy wording, any endorsements and the Policy Schedule.

**Policy Schedule** means the record of the particulars of Your insurance which forms part of the Policy. The policy schedule is issued when We have accepted Your insurance.

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste materials.

**Radius Limit** means the area inside a circle drawn with Your Vehicle's primary location as the centre and with a radius of the length shown in Your Policy Schedule.

**Standard Accessories** means standard accessories, tools, equipment and spare parts fitted to Your Vehicle by the manufacturer of Your Vehicle, but excludes Non-Standard Accessories.

**Substitute Vehicle** means a Vehicle not belonging to You and which is used by You with the consent of the owner whilst Your Vehicle is undergoing repairs or service.

**Sum Insured** means the sum insured, exclusive of GST, stated in Your Policy Schedule, or in other documents forming part of Your Policy, for each of Your Vehicles. If sum insured type "Sum Insured Value" is selected, payment will be made on the sum insured shown on your Policy Schedule or the Market Value, whichever is the lesser.

**Third Party** means a person who is not the Insured or is not a person to whom cover is provided by this Policy.

**Tool of Trade** means the use or operation of a Vehicle and/or any Attachment, equipment, tool or apparatus which forms part of the Vehicle, but only whilst engaged in and undertaking its designed purpose of digging, scraping, shovelling, grading, boring, drilling, compacting, harvesting, ploughing, shredding, lifting, clearing, levelling, hosing, pumping, spraying, vacuuming or suction activities.



---

**Total Loss** means Your Vehicle is stolen and not recovered within a reasonable period of time or where Your Vehicle is Damaged and We consider the cost of repairing Your Vehicle is uneconomical or greater than:

- 1) the Agreed Value where Your Vehicle is insured for Agreed Value; or
- 2) the Sum Insured or Market Value, whichever the lesser.

**Trailer** means the registered trailer shown on Your Policy Schedule. Trailer also includes:

- 1) registered caravans which are not:
  - a) permanently on site or which is used as a permanent residence, or
  - b) a motorised, campervan, or motor home;
- 2) the permanent fixtures, fittings, furniture, furnishings and bottled gas equipment contained in or on Your trailer which would normally be sold with it; or
- 3) an annex or canvas awning which is securely attached to Your trailer at the time of any Damage.

**Vehicle** means any type of machine intended to be propelled on wheels or self-laid tracks by means other than human or animal power; but excludes rail and tram rolling stock. It includes any manufacturers' tools, Accessories, equipment and options fitted as standard by the manufacturer and any agreed Non-Standard Accessories or equipment fitted which are noted on Your Policy Schedule or otherwise specifically covered by the Policy.

Vehicle does not include Mobile Plant.

**We, Our, or Us** means The Hollard Insurance Company Pty Ltd (ABN 78 090 584 473, AFSL 241436) ('Hollard').

**You, Your or Insured** means:

- 1) those named in Your Policy Schedule and their subsidiary companies, organisations and other entities in which they have a controlling interest at the commencement of the Period of Insurance and other third parties or persons who are specifically provided with cover under the Policy.
- 2) where the Insured comprises more than one legal entity, the word 'You' shall be considered as applying to each entity as if that entity were the only entity named as You.
- 3) for the purpose of Section 2 – Third Party Property Damage Liability:
  - a) anyone using or in charge of Your Vehicle with Your consent, but excluding hirers;
  - b) any authorised passenger in Your Vehicle;
  - c) Your employer or principal where Your Vehicle was, at the relevant time, being driven on Your behalf with Your consent.

## SECTION 1 – OWN DAMAGE

### What You are covered for if You choose Option 1: Comprehensive

If You select Option 1: Comprehensive and during the Period of Insurance Your Vehicle suffers Accidental Damage, including Damage caused by fire, hail, flood, storm or earthquake; or

- 1) is lost by theft and not found; or
- 2) suffers Malicious Damage,

We will insure You as described above under “What We Cover” in “Option 1: Comprehensive” and following collaboration with You:

- 1) replace, reinstate or repair Your Vehicle; or
- 2) pay You the reasonable amount it would cost You to repair Your Vehicle to its condition before it was Damaged; or
- 3) If Your Vehicle is a Total Loss and it is not practical and economical for Us to repair or replace it, and where Your Policy Schedule shows that Your Vehicle is insured for:
  - a) a Market value or Sum Insured, pay You the lesser of Market Value or Sum Insured; or
  - b) an Agreed Value, pay You the Agreed Value.

### What You are covered for if You choose Option 2

If You select Option 2: Fire, Theft and Third Party Property Damage Liability and during the Period of Insurance Your Vehicle suffers Accidental Damage as a result of fire, explosion, lightning, theft or attempted theft, We will insure You as described above under “What We Cover” in “Option 2: Fire, Theft and Third Party Property Damage Liability” and, following collaboration with You:

- 1) replace, reinstate or repair Your Vehicle; or
- 2) pay You the reasonable amount it would cost You to repair Your Vehicle to its condition before it was Damaged; or
- 3) If Your Vehicle is a Total Loss and it is not practical and economical for Us to repair or replace it, and where Your Policy Schedule shows that Your Vehicle is insured for:
  - a) a Market value or Sum Insured, pay You the lesser of Market Value or Sum Insured; or
  - b) an Agreed Value, pay You the Agreed Value.

## ADDITIONAL BENEFITS APPLICABLE TO SECTION 1

We give You these Additional Benefits under this Section 1 following loss or Damage to Your Vehicle insured under this Policy depending on the cover option You have selected. Unless otherwise stated the amount payable under these Additional Benefits is in addition to the Market Value, Sum Insured or Agreed Value for Your Vehicle.

### 1. Accommodation and travelling expenses – applicable to Option 1: Comprehensive cover only

If Your Vehicle is on a journey and:

- a) is Damaged in an Accident and unable to be driven; or
- b) is lost through theft and not found within a reasonable time; and
- c) Your Vehicle was more than 100 km from its usual place of garaging at the time of the Accident or theft;

We will pay the reasonable costs incurred in:

- a) returning You or Your driver and any non-paying passengers to the point of departure or, at Your option, to the driver’s destination;
- b) obtaining overnight accommodation if the journey cannot be completed in the same day as the Damage occurs; and
- c) hiring another Vehicle of similar make and model to complete the journey or to return Your driver to where the journey first commenced;

up to a maximum of \$3,000 per Accident.

If the Vehicle is less than 100 kms from its usual place of garaging at the time of the Accident or theft and cannot be driven, We will pay up to a maximum of \$100 for the cost of a taxi or rideshare fare for returning You or Your driver and any non-paying passengers to the point of departure or, at Your option, to the driver’s destination.

### 2. Automatic trailer cover – applicable to Option 1: Comprehensive cover only

We will pay for Damage to any two wheeled or box Trailer which is owned by You and which is not listed in Your Policy Schedule while it is:

- a) attached to Your Vehicle; or
- b) detached from Your Vehicle but within Your Business premises or the domestic land boundaries of Your usual home, as long as it was not in a common area of home units, flats and the like.

We do not pay for loss of or Damage to any property in or on the Trailer. The maximum amount We will pay is the Market Value of the Trailer or \$5,000, whichever is the lesser.

---

### **3. Cover for interested parties – applicable to Option 1: Comprehensive cover only**

We will provide cover up to the Sum Insured to any party who has an insurable interest in any of Your Vehicle(s) insured by this Policy by way of mortgage, lease, hire purchase or any other encumbrance over Your Vehicle, but only to the extent that the party's insurable interest in Your Vehicle(s) was affected at the time of the Damage to Your Vehicle(s).

### **4. Emergency vehicle hire – applicable to Option 1: Comprehensive cover only**

Where the Damage to Your Vehicle is caused by fire or theft, We will, following collaboration with You, arrange the hire of, pay the cost of, or reimburse You for the reasonable cost of the hire of a Vehicle to a maximum amount of \$3,000 per Accident / per Vehicle provided that:

- a) the Vehicle is of a similar like and kind to that lost or Damaged; and
- b) the payment / reimbursement will cease on the day Your Vehicle, if stolen, is recovered, or is found, and is driveable, or the day We offer settlement to You for the Damage to Your Vehicle, whichever occurs first.

Any such rental will be arranged through Our preferred suppliers when the loss is reported. In the event You are unable to contact Us in the event of an emergency, You may arrange a rental with another company that is not one of Our preferred suppliers. However, if You are unable to provide evidence You have attempted to contact Us, We will only pay up to the amount We would have paid had the rental been arranged with one of Our preferred suppliers. In any event, additional charges incurred, other than the daily rental rate, for any such rental are excluded.

### **5. Emergency expenses – applicable to Option 1: Comprehensive cover only**

If Damage to Your Vehicle occurs, We will pay to You the following reasonable additional costs necessary to effect immediate temporary repairs or to expedite permanent repairs of the Damage to Your Vehicle including:

- a) the cost of emergency repairs which may be necessary to enable You to drive Your Vehicle to point of departure after it has suffered Damage;
  - b) the repair or replacement of Your Vehicle's windscreen and/or windows,
- up to a maximum of \$3,000 per Event.

### **6. Employees' vehicles – applicable to Option 1: Comprehensive cover only**

We will cover loss of, or Damage to, any Vehicle belonging to Your Employee, as the result of an Accident, while such Vehicle is being used in connection with Your Business.

However:

- a) the maximum We will pay for Damage to Your Employee's Vehicle, is \$75,000 for any one Accident; and
- b) as far as allowed by law, this Additional Benefit will only apply in excess of any amount for which Your Employee is otherwise insured.

### **7. Family expenses when driver hospitalised – applicable to Option 1: Comprehensive cover only**

If the Driver of your Vehicle sustains personal injury and is admitted to hospital for treatment with a minimum stay of one night as a result of an Accident covered by this Policy and Your Vehicle was more than 100km from its usual place of garaging at the time of the Accident, We agree to pay for the reasonable cost of transport and accommodation (within Australia only) incurred by the injured driver's Family member to get to the hospital.

We will pay up to \$3,000 per Accident and \$9,000 in total in any one Period of Insurance.

### **8. Finance payout – total loss of encumbered vehicles – applicable to Option 1: Comprehensive cover only**

In the circumstance where:

- a) Your Vehicle is a Total Loss; and
- b) Your Vehicle is the subject of a lease agreement or other similar agreement; and
- c) the terms of the lease agreement, or other similar agreement, require You to make a payment (the termination payment) to the other party of the lease agreement, or other similar agreement, in order to terminate that agreement; and
- d) the amount of the termination payment is greater than the amount We will pay You in respect of Your Vehicle, calculated in accordance with the terms of the Policy,

then We will pay You or any other party whom You direct Us to pay, the difference between the amount of the termination payment, excluding any amounts in arrears at the time of the loss or Damage, and the amount We will pay to You in respect of Your Vehicle, calculated in accordance with the terms of this Policy.

The maximum amount We will pay under this Additional Benefit is:

- a) 25% of the Agreed Value; or
  - b) 25% of the Sum Insured or Market Value;
- (as applicable) whichever is the lesser.

---

### **9. Funeral expenses – applicable to Option 1: Comprehensive cover only**

If You or Your driver suffer a fatal injury as a result of an Accident involving Your Vehicle (irrespective of whether or not death occurs at the time of the Accident), We will pay up to a maximum amount of \$15,000 per Accident for expenses associated with the funeral, for transportation of the body of the deceased person and for travel by any member of the deceased person's Family for the purpose of attending the funeral.

### **10. Goods in transit – applicable to Option 1: Comprehensive cover only**

We will pay for loss or Damage to Your goods or the goods of a Third Party whilst being carried or in Your Vehicle, provided such loss or Damage is caused by or arising from Accidental Damage and Your Vehicle has a carrying capacity not exceeding 5 tonnes. The maximum We will pay under this Additional Benefit is \$5,000 per Event subject to an Excess of \$250 per Event which is payable in addition to any other Excesses that may apply.

As far as is allowed by law, this benefit will only apply to loss or Damage to Your goods or the goods of a Third Party if they are not covered by any other contract of insurance or for loss or Damage which is in excess of any benefit available under any other contract of insurance.

### **11. Marine contribution – applicable to Option 1: Comprehensive cover only**

We will pay Your contribution for general average charges, if Your Vehicle is being transported by sea between places within Australia or New Zealand during the Period of Insurance and where such maritime conditions apply. 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.

### **12. Modification – applicable to Option 1: Comprehensive cover only**

We will pay for the reasonable costs necessary to modify Your Vehicle or Your driver's private Vehicle if You or Your driver suffer personal injury as a result of an Accident involving Your Vehicle and such injury renders You or Your driver with a permanent disability that necessitates modifications to Your Vehicle or Your driver's private Vehicle.

The maximum We will pay to modify Your Vehicle or Your driver's private Vehicle is \$10,000 per Event.

### **13. Personal Property – applicable to Option 1: Comprehensive cover only**

We will pay for loss of, destruction to or Damage to Personal Property not specifically insured belonging to the custodian of Your Vehicle which is:

- a) Damaged in an Accident involving Your Vehicle;
- b) stolen from Your Vehicle if locked; or
- c) stolen at the same time as Your Vehicle.

The maximum We will pay under this Additional Benefit in total for the Period of Insurance is the Market Value or \$2,000, whichever is the lesser.

### **14. Re-delivery, retrieval, removal and towing expenses – applicable to Option 1: Comprehensive cover and Option 2: Fire, Theft and Third Party Property Damage Liability**

If Your Vehicle suffers loss or Damage, We will pay the reasonable costs:

- a) of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other reasonable place; and
- b) incurred by You to deliver Your Vehicle to You at Your usual place of garaging after its repair.

If Your Vehicle is stolen and does not incur any loss or Damage following the theft, We will pay You the reasonable cost of returning Your Vehicle to Your usual place of garaging when Your Vehicle has been recovered.

In the event of Your Vehicle becoming unintentionally immobilised in any situation, other than as a result of mechanical, electrical or electronic failure, We will pay You the necessarily incurred costs of recovery and/or retrieval of Your Vehicle.

The maximum We will pay in respect of any such costs is \$25,000 during the Period of Insurance. Where You provide Your own equipment, for the purpose of recovery, settlement shall be at cost, without allowance for profit.

No Excess will apply if no other loss or Damage has occurred to Your Vehicle.

### **15. Re-keying and re-coding – applicable to Option 1: Comprehensive cover only**

We will pay the reasonable costs of replacing the key ignition barrel and all locks and keys if the keys to Your Vehicle are lost, stolen, destroyed or Damaged, or if there are reasonable grounds to believe that the keys may have been duplicated.

We will pay up to a maximum amount of \$5,000 for each of Your Vehicles and \$10,000 per Event.

No Excess will apply if no other loss or Damage has occurred to Your Vehicle.



---

**16. Replacement Vehicle following a total loss – applicable to Option 1: Comprehensive cover only**

If Your Vehicle is a sedan, station wagon, 4WD, utility or goods carrying Vehicle under 5 tonne carrying capacity and is declared a Total Loss within 2 years of its first registration, We will at Your option (and with the consent of any financier where applicable) replace the Vehicle with a new Vehicle of the same or similar make, model, series and Accessories (subject to local availability) including registration fees, delivery charges and stamp duty.

In the Event that:

- a) Your Vehicle's model has been deleted from a manufacturer's range;
- b) Your Vehicle's model has been superseded by a Vehicle that is significantly different to Your Vehicle; or
- c) a new Vehicle of similar make and model is not available,

We will pay only the amount of the actual purchase price which You paid for Your Vehicle, including any registration fees, delivery charges and stamp duty, if these items were included in the purchase price.

**17. Signwriting – applicable to Option 1: Comprehensive cover only**

We will pay for the reasonable replacement cost of any signwriting or artwork (including advertising signs) affixed to Your Vehicle at the time of loss or Damage. The maximum We will pay for loss or Damage to any signwriting per Event is:

- a) \$5,000; or
- b) the amount We have agreed to pay You for Damage to Your Vehicle in accordance with the terms of the Policy,

whichever is the lesser.

However, this is on the basis that any amount payable under this sub-clause will be included in calculating the maximum amount We will pay You for Damage to Your Vehicle in accordance with the terms of the Policy.

**18. Tools of Trade – applicable to Option 1: Comprehensive cover and Option 2: Fire, Theft and Third Party Property Damage Liability cover**

We will pay for loss of Damage to Your tools of trade, trade stock and material following an Accident which are:

- a) stolen via forcible and violent entry to Your securely locked Vehicle and/or tool box which is permanently fixed to Your Vehicle; or
- b) Damaged as a result of a collision to Your Vehicle,

up to a maximum of \$1,000 per Event.

**19. Tyre replacement – applicable to Option 1: Comprehensive cover only**

We will pay for the cost to replace Your tyres which have been damaged as a direct result of Damage to Your Vehicle with a new tyre of similar make and specification, provided that the damaged tyres remaining tread conformed with legal requirements at the time of Damage to Your Vehicle and are not recapped or retreaded tyres.

**20. Unspecified accessories – applicable to Option 1: Comprehensive cover and Option 2: Fire, Theft and Third Party Property Damage Liability**

We will pay for Damage to Non-Standard Accessories, Attachments or Modifications (excluding mobile phones) that are not specified as Non-Standard Accessories, Attachments or Modifications in Your Policy Schedule.

The maximum amount We will pay for Damage to such Non-Standard Accessories, Attachments and Modifications, per Event, is:

- a) \$5,000; or
- b) the maximum amount We have agreed to pay You for Damage to Your Vehicle in accordance with the Basis of Settlement,

whichever is the lesser.

However, this is on the basis that any amount payable under this Additional Benefit will be:

- a) included in calculating the maximum amount We will pay You for Damage to Your Vehicle in accordance with the Basis of Settlement; and
- b) subject to evidence of the attached or installed item and its Market Value based on its age and condition.

This Additional Benefit also applies to items such as gates, chains and tarpaulins when they are in or attached to Your Vehicle.

**21. Windscreen claims – applicable to Option 1: Comprehensive cover only**

In the event of breakage of the windscreen or window glass of Your Vehicle and consequent scratching to body work for Vehicles up to 5 tonne carrying capacity where there is no other Damage to Your Vehicle, We will not apply any Excess.

---

## OPTIONAL COVER AVAILABLE UNDER SECTION 1

The following Optional Cover forms part of Your Policy only when shown in Your Policy Schedule and is subject to all terms, conditions and exclusions of the Policy.

### Hire costs following an accident

Where Your Vehicle suffers Damage as a result of an Accident and liability in respect of such Damage is admitted under the Policy and You are unable to use Your Vehicle, We will pay the reasonable cost of hiring a replacement Vehicle of a similar type to Your Vehicle that has suffered Damage.

The most We will pay is \$150 per day per Vehicle up to a maximum of \$5,000 per Event.

Cover will cease after 30 days or when the Vehicle is repaired and returned to You or when We pay You for a Total Loss, whichever occurs first.

## LIMITATIONS OF COVER APPLICABLE TO SECTION 1

### Mobile cranes, mobile drilling rigs and mobile piling rigs

Where mobile cranes or a mobile drilling rig or a mobile piling rig is shown in Your Policy Schedule under Vehicle description, and loss or Damage occurs to the mobile crane, mobile drilling rig or mobile piling rig, then We will not indemnify You against any loss or Damage or liability caused directly or indirectly by, arising from or in connection with the:

- 1) deliberate or reckless overloading of Your Vehicle;
- 2) deliberately or recklessly incorrect loading of Your Vehicle;
- 3) failure of:
  - a) You,
  - b) a director or partner of Yours or an Employee, or
  - c) a person engaged in the operation of Your Vehicle;

to knowingly not service, maintain, use or operate Your Vehicle strictly in compliance with systems and procedures imposed or recommended by law, Australian Standards, industry standards or manufacturers' or distributors' recommendations or guidelines;

- 4) operation of Your Vehicle while its load-measuring instruments or limiters are known or suspected to be defective, inoperative or turned off by:
  - a) You,
  - b) a director or partner of Yours or an Employee, or
  - c) person engaged in the operation of Your Vehicle;
- 5) acts or omissions of:
  - a) You,
  - b) a director or partner of Yours or an Employee, or
  - c) a person engaged in the operation of Your Vehicle;

with the intention of causing, or with reckless disregard of the risk of causing, injury, or loss or Damage to person or property;

- 6) tests or experiments imposing abnormal operating conditions on Your Vehicle;
- 7) scratching or chipping of painted or polished surfaces;
- 8) rusting, erosion, gradual deterioration, wear and tear, defect of any type, fatigue, lack of lubricant, lack of coolant, incorrect lubricant, incorrect coolant or electrical failure, unless You prove that prior to the loss or Damage:
  - a) neither You nor any Employee nor any person engaged in the operation of Your Vehicle was aware of such deterioration or issue, and
  - b) a casual inspection of Your Vehicle would not have revealed such deterioration or issue;

- 
- 9) drill pipes, collars, rock bits, reamers, stabilisers, core barrels, lugging equipment, casing and tools of all kinds occurring while below the rotary table, whilst performing horizontal and/or vertical drilling/boring activities; or
- 10) Your Vehicle while being used for oil, gas or geothermal drilling or in connection with existing oil, gas or geothermal wells.

## EXCLUSIONS APPLICABLE TO SECTION 1

We will not cover:

### 1. Loss of use

any consequential loss, inconvenience or other detriment of any kind, resulting from loss or Damage to Your Vehicle.

### 2. Tyres

loss or Damage to tyres or wheel rims caused by braking, road punctures, cuts or bursts except as provided under Additional Benefits applicable to Section 1 Tyre replacement.

### 3. Wear and tear and breakdown

loss or Damage caused by wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance. However, We will cover loss or Damage to Your Vehicle, if an Accident occurs as a result of those causes.

### 4. Obsolete parts

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

### 5. Safeguarding your vehicle

for loss or Damage due to failure to secure Your Vehicle after it has broken down or been Damaged.

### 6. Theft by hirer

theft or attempted theft of Your Vehicle by a hirer of Your Vehicle.

### 7. Old damage

the costs of repairing pre-existing Damage, or the costs of fixing faulty repairs.

### 8. Intentional damage

loss or Damage intentionally caused by You or a person acting with Your express or implied consent.

---

## SECTION 2 – THIRD PARTY PROPERTY DAMAGE LIABILITY

We will cover You for Your legal liability to pay compensation for loss or Damage to third party property caused by or arising out of the use of Your Vehicle (including any Trailer towed by Your Vehicle) which is fully or partly Your or the authorised driver of Your Vehicles' fault and which happens during the Period of Insurance.

The maximum We will pay in respect of a claim under Section 2 is \$30,000,000 inclusive of defence costs for any one Accident or series of Accidents resulting from the one original cause.

This cover is also extended to amounts You are held legally liable to pay as compensation for Damage to third party property if Your Vehicle is being used for or is attached to or is towing a Vehicle, Attachment and/or Trailer which is used for, the commercial transport of Dangerous Goods or any other substances which form explosive mixtures with organic or other readily oxidisable materials, provided the transportation of Dangerous Goods complies with the current Australian Code for the Transport of Dangerous Goods by Road or Rail, the current Australian Code for the Transport of Explosives by Road or Rail or any amendment thereof and any other relevant code, regulatory or legislative requirements for the transport of Dangerous Goods.

If the Accident or series of Accidents are caused by the commercial transport of Dangerous Goods or any other substances which form explosive mixtures with organic or other readily oxidisable materials, the maximum limit of liability We will pay is \$1,000,000 or any greater amount shown in Your Policy Schedule.

## ADDITIONAL BENEFITS APPLICABLE TO SECTION 2

The following Additional Benefits are subject to the Limits of Liability for Section 2, provided that these Additional Benefits do not increase the maximum amount We will pay under Section 2 – Third Party Property Damage Liability as specified under "Section 2 – Third Party Property Damage Liability".

We will pay:

### 1. Cost of cleaning

the reasonable cost to clean up and prevent Damage following an Accident which causes the release or escape of Pollutants.

We will not pay more than \$1,000,000 under this Additional Benefit in respect of any one Event.

### 2. Difference in excess / hired-in or rental vehicles

the difference in the basic Excess level between Your Policy and the Excess level under the insurance coverage provided by the owner of the Vehicle when You hire in or rent a Vehicle in connection with Your Business and the hire agreement deems the owner of the Vehicle responsible for the insurance.

### 3. Employer or principal

the amount which:

- a) Your employer, principal or partner; or
- b) the Commonwealth, State or Local Government,

becomes legally liable to pay as compensation for Damage to Third Party property resulting from an Accident occurring during the Period of Insurance which arises from the use of Your Vehicle on their behalf.

### 4. Falling goods

the amount which You are held legally liable to pay as compensation for Damage to third party property resulting from an Accident during the Period of Insurance caused by goods falling from Your Vehicle.

### 5. First aid costs

the amount incurred by You, which is not covered by any statutory insurance, for first aid to others who suffer bodily injury as a result of an Accident occurring during the Period of Insurance which arises from the use of Your Vehicle.

We will not pay more than \$2,500 under this Additional Benefit in respect of any one Event.

However, We will not pay any benefit that would result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth).



---

## 6. Legal costs

all reasonable legal expenses incurred with Our written consent, which will not be unreasonably delayed or withheld, for representation at any formal legal enquiry or at any Coroner's inquest.

We will not pay more than \$10,000 under this Additional Benefit in respect of any one Event.

## 7. Movement of other vehicles

the amount which You are held legally liable to pay as compensation for loss or Damage to third party property resulting from You, during the Period of Insurance, lawfully moving any Vehicle or Trailer parked in a position which prevents or impedes the loading, unloading or legitimate passage of Your Vehicle.

## 8. Non-owned vehicle liability

the amount which You may be held legally liable to pay as compensation for Damage to third party property, resulting from an Accident occurring during the Period of Insurance, caused by, or arising out of the use of a Vehicle of a similar type to Your Vehicle, not owned by You, but being used by You, or one of Your Employees, or some other person with Your consent, in connection with Your Business.

However as far as is allowed by law, this Additional Benefit will only provide cover for any amount in excess of the amount for which You are entitled to indemnity under any other insurance Policy which specifically covers the Vehicle.

## 9. Non-owned trailer liability

the amount which You are held legally liable to pay for actual physical Damage to any Trailer being towed by Your Vehicle resulting from an Accident occurring during the Period of Insurance caused by or arising out of the use of Your Vehicle.

However:

- a) this Additional Benefit only applies if, at the time of the Accident, the Trailer is being towed in the course of Your Business and the Trailer is not owned, rented, hired or leased by You; and
- b) the cover provided does not extend to the contents of any non-owned Trailer, nor clean-up costs associated with the contents of any non-owned Trailer.

We will not pay more than \$5,000 under this Additional Benefit in respect of any one Accident.

## 10. Substitute vehicle

the amount which You may be held legally liable to pay as compensation for Damage to third party property caused by You or arising from You driving a Substitute Vehicle in connection with Your Business.

However:

- a) as far as is allowed by law, this Additional Benefit will only provide cover for any amount in excess of the amount for which You are entitled to indemnity under any other insurance Policy which specifically covers the Substitute Vehicle; and
- b) We will only pay if one Substitute Vehicle is being used at any one time in place of Your Vehicle.

## 11. Supplementary bodily injury (legal liability)

the amount which You, or any person driving, using or in charge of Your Vehicle with Your permission, may be held legally liable to pay as compensation or Damages for death or bodily injury to any person resulting from an Accident caused by or arising out of the use of Your Vehicle.

We will not cover You for legal liability for death or bodily injury to:

- a) You or any person driving, using or in charge of Your Vehicle or a Substitute Vehicle;
- b) any person, who is an Employee of Yours or who is deemed by any law to be Your Employee, arising out of their employment with You.

We do not provide cover:

- a) if Your Vehicle was not registered at the time of the Accident, however this exclusion will not apply if Your Vehicle being unregistered has not contributed to the claim; or
- b) if the Accident that gave rise to the legal liability is wholly or partially covered under any compulsory statutory insurance scheme or Accident compensation scheme; or
- c) if the Accident that gave rise to the legal liability would have been covered under any such scheme as it existed at the commencement date of the relevant Period of Insurance, even though there may have been a change in the law during that Period of Insurance; or
- d) if You or the person, using or in charge of Your Vehicle or the Substitute Vehicle would have been entitled to be covered under any such scheme if it were not for the application of any Excess or deductible applying under the scheme; or

- e) if You or the person, using or in charge of Your Vehicle or the Substitute Vehicle would have been entitled to be covered under any such scheme had not cover been refused because You did not:
- i) register Your Vehicle,
  - ii) apply for cover under the scheme, or
  - iii) comply with a term or condition of the scheme, or
  - iv) if You or the person, using or in charge of Your Vehicle or the Substitute Vehicle which is registered in the Northern Territory of Australia.

## 12. Towing disabled vehicles

the amount which You are held legally liable to pay for Accidental Damage to third party property occurring during the Period of Insurance whilst Your Vehicle is towing any disabled Vehicle provided such disabled Vehicle is not being towed for reward or financial gain.

## 13. Trailers

the amount which You may be held legally liable to pay as compensation for Damage to third party property resulting from an Accident occurring during the Period of Insurance whilst Your Vehicle is towing any Trailer provided that the number of Trailers does not exceed the number permitted by law.

## 14. Uninsured motorists – applicable to Fire, Theft and Third Party Property Damage Liability and Third Party Property Damage Liability Only

up to \$10,000 less any applicable Excess(es) for Damage to Your Vehicle caused in an Accident with another Vehicle during the Period of Insurance if:

- a) Your Vehicle was a sedan, station wagon, four wheel drive, panel van, utility or goods carrying Vehicle under 2 tonne Gross Vehicle Mass; and
- b) the driver of the other Vehicle was at fault; and
- c) the other Vehicle was uninsured; and
- d) You can tell Us who the other driver was and identify the other Vehicle and supply the registration number; and
- e) the amount of the claim exceeds Your basic and age Excess under the Policy and is not a claim for windscreen Damage.

In the event that the fault of the Accident which gave rise to the claim is in dispute You will be required to pay the Excess and the Excess will be refunded if We are successful in establishing the fault of the other driver.

## EXCLUSIONS APPLICABLE TO SECTION 2

We will not be liable under Section 2 for:

### 1. Aircraft liability

any liability of whatsoever nature in connection with loss or Damage to any Aircraft resulting from an Accident caused by, or arising out of, the use of Your Vehicle.

### 2. Fines, penalties, punitive damages

any fines, penalties, or aggravated, exemplary or punitive damages.

### 3. Pollution

- a) property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water);
- b) property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances caused by any product that has been discarded, dumped, abandoned or thrown away by others;
- c) the cost of removing, nullifying or cleaning up Pollutants or contaminated substances; or
- d) the cost of preventing the escape of Pollutants or contaminated substances.

This Exclusion shall not apply where the claim arises from a sudden identifiable, unintended and/or unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance and arises from the use of Your Vehicle.

### 4. Property in your custody of control

- a) Damage to property that is owned by You;
- b) Damage to property which is in Your physical or legal control; or
- c) loss of use arising out of or from the loss or Damage to any property in Your physical or legal control.

For the purpose of this Exclusion only:

- a) Employees or visitor's Vehicles whilst contained within a car park or premises;
- b) premises leased or rented to You; or
- c) Your Vehicle including any Vehicle referred to in Additional Benefits applicable to Section 2 – 'Movement of other Vehicles' and 'Non-owned Trailers liability';

are not deemed to be in Your custody or control.

## 5. Statutory liability

any liability of whatsoever nature You or other covered persons incur to pay compensation which is the subject of any compulsory Vehicle insurance law.

## 6. Tool of trade

any liability of whatsoever nature in connection with Your Vehicle, or any item of plant or equipment attached to Your Vehicle, being used as a Tool of Trade.

## 7. Trailers

- a) for Damage or liability of whatsoever nature caused or contributed to by more than the legally permitted number of Trailers attached to Your Vehicle;
- b) for Damage to any Trailer that You do now own, other than as provided for by the Additional Benefit applicable to Section 2 – ‘Non-Owned Trailer Liability’;
- c) damage to any Caravan that You do not own.

## 8. Unregistered vehicles

- a) any liability of whatsoever nature if Your Vehicle is unregistered at the time of the Accident giving rise to the claim. However, this exclusion will not apply to Your Vehicle if it is Mobile Plant that is unregistered, provided that You have complied with all statutory requirements and obtained necessary permits to use it on a public road or on public property;
- b) liability of whatsoever nature if Your Vehicle is not registered or licensed in accordance with requirements of any State or Territory laws relating to the use of Vehicles on public roads or public property.

This exclusion will not apply if Your Vehicle being unregistered has not contributed to the claim.

## 9. Vibration / vehicle weight

Loss or Damage to property that is caused by:

- a) vibration; or
- b) the weight of Your Vehicle exceeding any lawful requirements or advisory signs.

## ADDITIONAL BENEFITS APPLICABLE TO BOTH SECTION 1 AND SECTION 2

The following Additional Benefits are provided subject to the terms, conditions and exclusions of the Policy, unless specifically stated otherwise.

### 1. Acquired companies

We will provide cover, in respect of the Vehicle(s) of any subsidiary company or firm or business purchased, formed or acquired by, or in Your name, during the Period of Insurance, if You hold a controlling interest in the subsidiary company, firm or business so purchased, formed or acquired, as follows:

- a) if You advise Us of Your interest in the subsidiary company, firm or business within 14 days of the purchase, formation or acquisition, We will hold You covered for those Vehicles under the cover Option shown on Your Policy Schedule in respect of those Vehicles for a period of 30 days from the date of such purchase, formation or acquisition; and
- b) if, within 30 days of such purchase, formation or acquisition, You also provide Us with a schedule of the additional Vehicles to be insured and details of their prior claims history, We will extend the hold covered period until 45 days from the date of such purchase, formation or acquisition; and
- c) if You pay the premium We assess as applicable for the hold-covered period.

No cover is provided for such Vehicles beyond the hold covered period(s), unless You agree to any special terms required by Us, and pay any additional premium required by Us.

### 2. Automatic additions

We will, subject to the terms of Your Policy, pay for loss, Damage or any liability incurred by You that relates to any Vehicle(s), Attachments, Trailers or Mobile Plant purchased, leased or hired by You (and for which You are legally liable) during the Period of Insurance, provided that:

- a) such Vehicles, Attachments, Trailers or Mobile Plant are of a similar type to Your Vehicles at the commencement of the Period of Insurance;
- b) You notify Us in writing within 60 Days of acquiring any such Vehicle, Attachment Trailers or Mobile Plant;
- c) the Limit of Cover (which applies under Section 1) does not exceed \$150,000 for each newly acquired or hired Vehicle, Attachment, Caravan or Trailer or Mobile Plant, unless We have otherwise agreed in writing; and
- d) You pay Us any additional premium We may require.

Any additional premium required under this clause will be assessed based on the underwriting criteria and pricing at the time of the calculation, which may be at higher rates than Your original premium.

---

However any Vehicle, Attachment, Trailer or Mobile Plant acquired by virtue of the purchase or other acquisition of, or the formation of any company or firm or business (including the purchase or acquisition of the Business of any sole trader or sub-contractor) or any Vehicles, Attachments, Trailers or Mobile Plant acquired or hired by You from any of Your subcontractors, will not be treated as newly acquired Vehicles or Attachments purchased or hired by You, as required by this Additional Benefit.

### **3. Fire brigade & emergency services cover**

Following an Accident, We will pay up to \$25,000 for Your liability for charges imposed by the Fire Brigade, Police or any Government Emergency Services provided cover is not available elsewhere.

### **4. LPG conversion**

We will provide cover for Your Vehicles which have been modified to operate on liquefied petroleum gas provided such modification has been carried out in accordance with the relevant statutory standard.

### **5. Removal of debris**

We will pay You for the reasonable costs necessarily incurred for the clean-up and removal of Your Vehicle's or Attachment's debris and Your Vehicle's or Attachment's load arising from an Accident or resulting from goods falling or leaking from Your Vehicle, but only to a maximum amount of \$50,000 per Accident.

However, to the extent permitted by law, this Additional Benefit will only provide cover for any amount in excess of which Your Vehicle's or Attachment's load is otherwise insured.

## **EXCLUSIONS APPLICABLE TO BOTH SECTION 1 AND SECTION 2**

The following General Policy Exclusions apply to the Policy.

We will not pay any claim for loss, Damage or liability in connection with or arising directly or indirectly from:

### **1. Asbestos**

asbestos, asbestos products or asbestos contained in any products.

### **2. Approved Fuel Systems**

any fuel system which does not comply with the relevant Australian Standard.

### **3. Aviation works**

any Aviation Works.

### **4. Bitumen and/or concrete setting**

the setting or hardening of any bitumen, concrete, cement or similar products or their derivatives.

### **5. Contractual liability**

an undertaking or indemnity given or contracted by You without Our written consent, provided that this exclusion will not apply if such liability:

- a) would have attached notwithstanding such undertaking or indemnity; or
- b) was assumed under a contract which was specifically designated in Your Policy Schedule.

### **6. Cranes and lifting devices**

the operation of any crane or lifting device insured by this Policy whilst being used in any raising, carrying or lowering operation in which a single load is shared by two or more cranes or lifting devices unless Our prior consent has been obtained in writing.

### **7. Dangerous goods**

Your Vehicle being used to carry any substance that is shown in the current Australian Code for the Transport of Dangerous Goods by Road or Rail or the current Australian Code for the Transport of Explosives by Road or Rail as goods too dangerous to transport or while any such substance is being moved to or from Your Vehicle or while any such substance is being loaded or unloaded from Your Vehicle which does not comply with the relevant Codes, notwithstanding the cover limit listed above in 'Third Party Property Damage Liability'.



## 8. Geographical limitations

Your Vehicle, which is covered by this Policy, being outside the Commonwealth of Australia at the time of the Damage, unless We agree in writing to the contrary.

## 9. Hire or reward

Your Vehicle being:

- a) used to carry passengers for hire or reward, except for a private pooling arrangement or when You receive a travelling allowance from Your full time employer;
- b) let out on hire, unless:
  - i) operated by You or one of Your Employees, or
  - ii) We have agreed in writing to provide Dry Hire cover for Vehicles which are not Mobile Plant.

## 10. Hooks and Hoists

goods falling from the hook or hoisting apparatus of any crane or similar lifting equipment.

## 11. Overloading

Your Vehicle or any Trailer that is being towed by Your Vehicle, being used to do any of the following with Your knowledge and consent:

- a) carry number of passengers in excess of that for which it was constructed, registered or licensed, or contrary to the manufacturer's recommendations; or
- b) carry, lift, haul or tow a load in excess of that for which it was designed, constructed, registered or licensed, or used contrary to the manufacturer's recommendations.

This exclusion shall not apply if the damage or liability incurred was not caused by, or contributed to, by such excess of passengers and/or load.

## 12. Personal Property and Property in Your Custody

property belonging to or in the custody of You or any person entitled to cover under Section 2.

This exclusion shall not apply to Employees or visitor's Vehicles whilst contained within a car park owned or operated by You.

## 13. Seizure of your vehicle

- a) lawful seizure, confiscation or acquisition; or
- b) any person lawfully repossessing or attempting to lawfully repossess Your Vehicle, where Your Vehicle is used as security for a debt.

## 14. Stock in trade

Your Vehicle forming part of the stock in trade of Your Business.

## 15. Trailers

more than the legally permitted number of trailers attached to Your Vehicle.

## 16. Underground mining

Your Vehicle being used:

- a) for drilling or tunnelling whilst underground; or
- b) used or driven in an underground mine or mining shaft.

## 17. Use of Your vehicle

- a) Your Vehicle being driven by any person impaired by or under the influence of any drug or alcohol, or by any person with a percentage of drug or alcohol in their breath or blood in excess of that allowed by law. We will cover You but not the driver of Your Vehicle unless we prove that You had knowledge that the other driver of Your Vehicle was so affected;
- b) Your Vehicle being driven by any person who refuses a request from a person with legal authority to take a breath, blood or other test to determine the percentage of drugs or alcohol in the person's breath or blood. We will cover You but not the driver of Your Vehicle unless we prove that You had knowledge that the other driver of Your Vehicle refused to submit to the test;
- c) an Accident caused by a person who was not licensed to drive Your Vehicle but this exclusion will not apply where:
  - i) the person is driving Your Vehicle without Your consent; or
  - ii) the person is driving Your Vehicle with Your consent but You can prove:
    - 1) the driving licence produced to You by that person has been forged or was the subject of an unauthorised alteration which could not have been reasonably discerned from the driving licence produced to You, or
    - 2) the driving licence produced would, if it had been valid, have authorised that person to drive the particular category or type of Vehicle which was to be driven with Your consent, or
    - 3) You do not know or could not reasonably have known that person did not have a licence to drive Your Vehicle.

We will not waive Our right of subrogation against that person but Our right of subrogation is subject to the Insurance Contracts Act.

- d) Your Vehicle being:
  - i) used in connection with the motor trade for experiment, test, trial, demonstration or towing;
  - ii) used for any illegal purpose with Your consent;
  - iii) used in connection with a race, trial, test, contest or other sports event;
  - iv) tested other than in connection with service or repair by a person who is qualified to carry out the service or repair or who is acting under the supervision of such a person; or

- 
- v) used in an unroadworthy or unsafe condition. However, We will cover You if You can prove that the condition could not reasonably have been detected by You or that the loss, Damage or liability was not caused by or contributed to by the unroadworthy or unsafe condition.
  - e) Your Vehicle being operated or driven in any autopilot or Autonomous Vehicle mode.

### **18. Vehicles on rails / cables**

Your Vehicle was being used to run on rails, tram tracks or cables.

### **19. Wilful Damage**

You, anyone acting on Your behalf or any other covered persons intentionally causing wilful Damage.

### **20. War, terrorism, radioactivity**

any of the following, regardless of any other cause or Event contributing concurrently or in any other sequence to the loss:

- a) war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or any looting, sacking or pillaging following any of these;

- b) any Act(s) of Terrorism

For the purpose of this exclusion, an Act of Terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- i) involves violence against one or more persons; or
- ii) involves damage to property; or
- iii) endangers life other than that of the person committing the action; or
- iv) creates a risk to health or safety of the public or a section of the public; or
- v) is designed to interfere with or to disrupt an electronic system;

- c) radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

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

---

## GENERAL CONDITIONS APPLICABLE TO BOTH SECTION 1 AND SECTION 2

The following General Conditions apply to all Sections of this Policy.

### 1. Breach of conditions

Breach of or non-compliance with any Policy condition(s) by one Insured named in Your Policy Schedule will not prejudice any other named Insured.

A breach of a condition without Your knowledge or consent or error in name, description or situation of property will not prejudice Your rights under the Policy provided notice in writing is given to Us when such breach or error comes to Your knowledge. Subject to any applicable Policy condition, a premium adjustment may be required from the date of such breach or error which may require You to pay Us an additional reasonable premium.

### 2. Cancellation

#### How You may cancel this Policy

You may cancel this Policy at any time by telling Us that You want to cancel it.

When 'You' involves more than one party, We will only cancel the Policy when a written agreement to cancel the Policy is received from all parties named in Your Policy Schedule.

#### How We may cancel this Policy

We have the right to cancel this Policy in certain circumstances, including where:

- a) You failed to comply with Your Duty of Disclosure;
- b) You have made a misrepresentation to Us prior to the issue of the Policy;
- c) You have failed to comply with a provision of Your Policy, including a term relating to payment of premium;
- d) You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers You; or
- e) where We are otherwise permitted to do so by law.

If there are any changes to Your Vehicle or any Attachments during the Period of Insurance that may affect its value or performance in any way, You must notify Us in writing as soon as such change comes to Your notice.

You must also advise Us before We agree to renew, if during the Period of Insurance, You or any person who is a driver of Your Vehicle has:

- a) been convicted or charged with any driving offences;
- b) had a driver's licence cancelled or suspended or been restricted from holding a driver's licence for any period; or

- c) been responsible for causing an Accident; or
- d) had any Vehicle Damaged or stolen.

If We agree to these alterations We will do so in writing and You must pay Us any additional premium We may require.

Your failure to notify Us of the alterations of risk or changes that may increase the risk could result in Us declining a claim and/or cancelling or avoiding the Policy, except where We expressly allow alterations in risk in the relevant cover sections of the Policy.

### 3. Cross liability

We agree that each person comprising the Insured named in Your Policy Schedule is considered as if that person were the only person named as the Insured, and We waive Our rights of subrogation against any of those persons named as the Insured.

### 4. Failure to pay your insurance premium

You must pay Your annual premium to Your broker by the due date as agreed between us and your broker. We will cancel Your Policy if Your premium is unpaid by the due date or if Your payment is dishonored.

If you make a claim before you've paid Your premium, You must pay that premium to us in full before we will settle Your claim.

### 5. Goods and Services Tax (GST) affects on payments we make

The limits of cover that You choose should exclude Goods and Services Tax (GST).

If You are not registered for GST in the event of a claim We will reimburse You the GST component in addition to the amount that We pay.

The amount that We are liable to pay under the Policy will be reduced by the amount of any input tax credit that You are or may be entitled to claim for the supply of goods or services covered by that payment.

If You are entitled to an input tax credit for the premium, You must inform Us of the extent of that entitlement at or before the time You make a claim under the Policy. We will not indemnify You for any GST liability, fines or penalties that arise from or are attributable to Your failure to notify Us of Your entitlement (or correct entitlement) to an input tax credit on the premium.

If You are liable to pay an Excess under the Policy, the amount payable will be calculated after deduction of any input tax credit that You are or may be entitled to claim on payment of the Excess.

### 6. Joint insured

A claim lodged by any one person covered by the Policy is considered to be a claim by all persons covered by the Policy.

## 7. Jurisdiction

All disputes arising out of or under this Policy shall be subject to determination by any court of competent jurisdiction within Australia according to the law which applies to that jurisdiction.

## 8. Keeping evidence of the value of the insured property

You should keep evidence of the value of all property covered under the Policy. You should also keep evidence of the amount of any Accidental Damage.

## 9. Notices

Any notice We give You will be effective:

- a) if it is delivered to You personally; or
- b) if it is delivered or posted to Your address last known to Us.

It is important for You to tell Us of any change of address as soon as possible.

## 10. Other insurances covering the same loss, damage or liability

If at the time of any event giving rise to a claim under this Policy there is any other current policy covering the same loss, Damage or liability You must notify Us of the other insurance and You must render all reasonable assistance to Us in order that We may obtain a rateable recovery from any other insurer.

## 11. Prevention of loss or damage

We may reduce or not pay Your claim if You do not take all reasonable precautions to prevent loss or Damage, including securing Your Vehicles against unauthorised entry when it is unattended.

It is a condition of the Policy that Your Vehicle be kept in good repair.

## 12. Sanctions regulation

Notwithstanding any other terms and conditions under this Policy, We shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to You or any other party to the extent that such cover, payment, service, benefit and/or any Business or activity of Yours which would violate any applicable trade or economic sanctions, law or regulation.

# MAKING A CLAIM

## 1. What You must do in the event of a claim:

### Do not admit liability

You must not:

- a) admit liability or make a promise or offer of payment in connection with the claim; or
- b) offer or agree to settle the claim, without Our written consent.

We are entitled to take over and conduct the defence of any claim made against You for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of claims.

We will notify You if there is an opportunity to settle any action, claim or proceeding made against You. Where We decide to settle a claim or admit liability on Your behalf and You disagree or contest Our decision, liability will be limited to the amount which would have been accepted in full and final settlement of the claim.

If the claim is for legal liability, You may make a written request to Us to agree that You are covered in respect of the claim.

### Prevent further damage

You must take all reasonable precautions to prevent any further loss, Damage or liability.

### Contact the police

Depending on the laws of the State or Territory in which the Accident occurs, You must:

- a) contact the police if any person was injured as a result of the Accident;
- b) request the police to attend the scene of the Accident;
- c) go to the local police station to complete a 'Self Reporting Collision Form' if the police inform You that it is not necessary for them to attend the scene of the Accident.

You must contact the police immediately if Your Vehicle is stolen or Maliciously Damaged.

### Contact us as soon as possible

If there is any Damage or liability which is likely to result in a claim, You must give Us immediate notice as well as full details of any Damage or anticipated or alleged liability.

You or Your representative must give Us full details in the manner We request which will be either:

- a) verbally; or
- b) in writing by completing Our claims notification available through our website, or a link will be supplied to You when You contact Us.



---

The process for authorising repairs to Your Vehicle is explained under 'Authorising repairs'. Any correspondence You receive regarding the Accident must be sent to Us immediately.

You must advise Us immediately of:

- a) any notice of impending prosecution;
- b) details of any inquest or official enquiry.

## 2. Excess

An Excess is the amount shown in Your Policy Schedule or in this document, which You must pay when You make a claim under the Policy, unless We state an Excess does not apply. The payment of an Excess helps to keep the cost of Your premium down by reducing the number of small claims.

The Sum Insured and sub-limits of liability shall apply in addition to, and shall not be reduced by, the amount of any applicable Excess.

There are different types of Excess which may apply to You or the driver of Your Vehicle at the time of the claim.

These are the:

- a) Basic Excess
- b) Age and inexperienced driver Excess
- c) Undeclared drivers under 25 Excess
- d) Tipping Excess
- e) Radius Limit Excess
- f) Other Excesses

Other Excesses may apply which will be noted on Your Policy Schedule.

### a) Basic Excess

This is the first amount of each claim for which You must pay when You make a claim under this Policy, unless We state that an Excess does not apply. The Basic Excess will apply separately to each of Your Vehicle, Attachment, Trailer for each and every claim.

Where more than one of Your Vehicles (all of which are covered under this Policy) are Damaged in the same Accident, You will pay the applicable basic Excess in respect of each of Your Vehicle(s).

In the Event that the Vehicle is not Damaged but the Trailer is Damaged, then You will pay the applicable basic Excess in respect of the Trailer.

### b) Age and inexperienced driver's Excess

If at the time of loss or Damage, Your Vehicle (providing Your Vehicle was not a rigid and/or articulated Vehicle with a carrying capacity in excess of 10 tonnes Payload) was being driven by a person as set out below, the following additional Excess per Accident shall apply:

- i) driver under 21 years of age: \$850;

- ii) driver aged 21 years of age and under 25 years of age: \$750;

- iii) driver aged 25 years of age and over, having held a licence less than two years: \$750.

You will not have to pay any age and inexperienced driver Excess if You are claiming for any of the following:

- i) windscreen or window glass Damage where this is no other Damage to Your Vehicle;
- ii) Damage or loss caused by theft;
- iii) hail, storm or flood Damage;
- iv) Malicious Damage; or
- v) Damage to Your Vehicle whilst parked.

### c) Undeclared drivers under 25 Excess

If You have declared that there are no drivers under the age of 25 however at the time of loss or Damage Your Vehicle was being driven by a person under the age of 25, an additional Excess of \$800 shall apply.

This Excess will not apply if Your Vehicle is being used in an emergency situation that poses an immediate risk to health or life.

This excess is in addition to all other excesses that may apply.

### d) Tipping Excess

If Your Vehicle is a rigid body tipper or a tipping Trailer, and at the time of loss or Damage, the tipping hoist was in use and was fully or partially elevated, the basic Excess shall be increased by 100% to each Vehicle and each claim on that Vehicle.

### e) Radius Limit Excess

If Your Vehicle is Damaged or liability is incurred as a result of an Accident which occurs outside the Radius Limit shown in Your Policy Schedule, then You will pay an additional Excess in the amount of 100% of the basic Excess per Vehicle.

### f) Other Excesses

You may have to pay other Excesses which will be listed on Your Policy Schedule if they apply.

## Faultless Excess

You will not be required to pay the basic, age and or inexperienced driver Excess if:

- a) You satisfy Us that the Accident which gave rise to the claim was the fault of the driver of the other Motor Vehicle or attachment or another third party; and
- b) You can supply the name and address of that driver or other third party; and
- c) You can supply the registration number of the Vehicle, and the amount of the claim exceeds Your basic and age Excess under the Policy and is not a claim for windscreen damage.

---

In the event that the fault of the Accident which gave rise to the claim is in dispute You will be required to pay the Excess and the Excess will be refunded if We are successful in establishing the fault of the other driver.

### 3. Choice of repairer

We can assist You in selecting a suitable repairer to repair the Damage to Your Vehicle; however You also have the right to choose Your own repairer. In both instances We will work closely with the repairer to strive to achieve the best repair outcome for You however We may require a second quotation from a repairer chosen by Us. We will then, following collaboration with You (subject to any relevant Policy limits) to:

- a) authorise the repairs at Your repairer of choice;
- b) pay the cost You would incur of repairing Your Vehicle in accordance with the quotation; or
- c) move Your Vehicle to a repairer We both agree will repair Your Vehicle and in this instance We will provide You with a rental car for up to 3 days in addition to any other benefit provided under Your Policy.

### 4. Authorising repairs

Where You have Option 1: Comprehensive cover You may only authorise emergency repairs as detailed under the Additional Benefit applicable to Section 1, 'Emergency expenses'. You cannot authorise further repairs to Your Vehicle without Our prior consent which will not be unreasonably delayed or withheld.

Before We make a decision regarding Your claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor vehicle assessor will be appointed by Us. We or Our assessor will make the necessary arrangements with You.

### 5. Parts, extras and accessories

If We are able to repair the part which is damaged, We will use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules (ADR). If such parts are not available or appropriate, parts from alternative distribution channels may be used.

We will not pay any amount greater than the manufacturer's last list price in Australia (together with a reasonable charge for fitting) for the supply of any part, extra or accessory.

In the event that any part, extra or accessory (or a suitable alternative) cannot be obtained within a reasonable timeframe, We will pay You the value of the part, extra or accessory (together with a reasonable charge for fitting) rather than supply the part, extra or accessory.

### 6. Sublet repairs

If the Damage to Your Vehicle requires Us to engage the services of a specific specialist repairer and/or supplier We may sublet that component or the work to such repairer or supplier.

### 7. Assist us with your claim

You must assist Us with Your claim. This means give Us all the information and assistance with Your claim which We may reasonably require. If You do not We may not, to the extent permitted by law pay Your claim or provide cover.

If We have the right to recover any amount payable under the Policy from any other person, You must provide reasonable assistance to Us in any action We may take.

### 8. Our rights of recovery

We have the right to recover from any person, in Your name, the amount of any claim paid under the Policy and We have full discretion in the conduct, settlement or defence of any such claim.

### 9. Salvage of your vehicle or attachment when it is a total loss

If Your Vehicle or Attachment is a Total Loss and We have agreed to replace Your Vehicle, pay the Market Value, Sum Insured or Agreed Value for Your Vehicle or Attachment:

- a) the wreckage of Your Vehicle or Attachment will become Our property; and
- b) We will keep the proceeds of any salvage sale.

You must transfer the title and interests of Your Vehicle to Us and We shall be entitled to dispose of the remains. In States or Territories where We are entitled to do so, We will also retain any proceeds from any registration and compulsory Third Party insurance.

### 10. Payment of unpaid premium when your vehicle is a total loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value, Sum Insured or Agreed Value for Your Vehicle or Attachment:

- a) the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You; and
- b) if We are replacing Your Vehicle or Attachment, You must pay Us the balance of any unpaid premium for the Period of Insurance.

This is because We have treated Your Vehicle as a Total Loss and paid You to the extent allowed under Your Policy.

---

## **11. No return of premium after a total loss**

If Your Vehicle or Attachment is a Total Loss and We have agreed to replace Your Vehicle, pay the Market Value, Sum Insured or Agreed Value for Your Vehicle or Attachment, no return of premium will be made for any unused portion of the premium.

This is because we have treated Your Vehicle as a total loss and paid you to the extent allowed under your policy.

## **12. Guarantee and warranty**

We guarantee materials and workmanship on repairs  
We authorise for as long as You own or lease Your Vehicle.

This guarantee is not transferable.



Locked Bag 2010, St Leonards, NSW 1590

**P** 1300 306 226 | **F** 1300 559 936

**[hollardcommercial.com.au](http://hollardcommercial.com.au)**

**Hollard Commercial Insurance Pty Ltd**

(ABN 86 603 039 023, AFSL 474540) ('Hollard Commercial')

© Hollard Commercial Insurance Pty Ltd 2021

**Insured by The Hollard Insurance Company Pty Ltd**

(ABN 78 090 584 473 AFSL 241436)