



Heavy Motor Insurance Australia

Heavy Motor Vehicle Fleet Insurance
Product Disclosure Statement and Policy Wording



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INTRODUCTION

Part A of this document is a Product Disclosure Statement for the Heavy Motor Vehicle Fleet Insurance and Part B is the Policy Wording for the Heavy Motor Vehicle Fleet Insurance. The Policy Wording sets out the terms, conditions and exclusions relating to the insurance. Please read Parts A and B of this booklet carefully.

PART A - PRODUCT DISCLOSURE STATEMENT (PDS)

PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement ("**PDS**") contains information about the significant features, risks, exclusions and costs of the Heavy Motor Vehicle Fleet Insurance as well as information about how disputes may be dealt with, cooling off rights and other relevant information, including other rights, terms, conditions and obligations under the **Policy**. Before **You** decide whether to purchase this product, read this document (including the **Policy Wording** in Part B) carefully to understand its features and benefits.

Any advice that may be contained in this PDS is General Advice only. General Advice is advice that has been prepared without considering **Your** individual objectives, financial situation or needs. Therefore before acting on this General Advice, **You** should consider the appropriateness of the General Advice having regard to **Your** objectives, financial situation or needs.

This PDS was prepared on 25 November 2019.

THE INSURER

HDI Global Specialty SE – Australian Branch, ABN 58 129 395 544, AFS Licence No 458776 ("HDI Global Specialty") is **the Insurer** of the Heavy Motor Vehicle Fleet Insurance.

HDI Global Specialty is authorised to carry out insurance business in Australia by the Australian Prudential Regulation Authority in accordance with the *Insurance Act 1973* (Cth). HDI Global Specialty SE is registered in Germany, with its registered office at Roderbruchstraße 26, 30655 Hannover, Germany with registration number HRB211924 authorised by Bundesanstalt für Finanzdienstleistungsaufsicht ("BaFin"). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act ("Versicherungsaufsichtsgesetz").

HDI Global Specialty's contact details are as follows:

Address: Tower 1, Level 33, 100 Barangaroo Avenue, NSW 2000

Phone: +61 2 83737580

ABOUT HMIA

HMIA Pty Ltd, ABN 11 169 198 323, AR No. 462126 ("HMIA") is an authorised representative of SGUAS Pty Ltd (ABN 15 096 726 895, AFSL 234437) and it is authorised to provide general financial products advice and deal in general insurance products on behalf of **the Insurer**, HDI Global Specialty.

HMIA has a binding authority from HDI Global Specialty, which means that it can enter into, vary or cancel the insurance products and handle and settle claims without referring to **the Insurer**, provided it acts within its binding authority. When providing these services, HMIA acts on behalf of **the Insurer** and does not act on **Your** behalf.

HMIA and SGUAS are companies within the Steadfast Underwriting Agencies division of Steadfast Group Limited (ABN 98 073 659 677) ('SGL').

If **You** have any queries in relation to **Your Policy**, **You** can contact HMIA in any of the following ways:

Phone: (02) 9227 8400

Fax: (02) 9221 5663

Email: enquiries@hmia.com.au
claims@hmia.com.au

Address: Suite 1, Level 10, 1 Castlereagh Street
Sydney NSW 2000

PO Box H320
Australia Square NSW 1215

THE POLICY

If **You** purchase the insurance, HMIA will issue **You** with a **Schedule**, the **PDS** and the **Policy Wording**. The **Schedule** sets out the specific terms applicable to **Your** cover and should be read together with this **PDS** and the **Policy Wording**.

Throughout the remainder of the **PDS**, any terms shown in bold have the meaning given within the definitions contained in the **Policy Wording**. For details, see Definitions section of the **Policy Wording**.

The **Policy Wording**, the **Schedule**, the **Proposal** and any endorsement, amendment or alteration to **Your Policy** will form the legal contract between **You** and **Us** and together is referred to as the "**Policy**". Please keep these documents in a safe place for future reference. If any major omissions, updates or corrections need to be made to the **PDS**, **Policy Wording** or **Schedule**, a supplementary document will be provided. If **You** require further information about the **Policy**, please contact **Us**.

SIGNIFICANT FEATURES OF THIS INSURANCE

The following provides a summary of significant features of the **Policy**. **You** need to read the **Schedule** and the **Policy Wording** for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets **Your** expectations. The cover in each Section of the **Policy** is provided only if specified as applicable in the **Schedule**.

This **Policy** provides comprehensive cover for loss of or damage to **Your Vehicle** caused by or arising from an **Accident** or theft (Section 1) and cover for **Your** legal liability to third parties resulting from an **Accident** caused by, or arising out of the use of **Your Vehicle** (Section 2).

Additional benefits are also provided under this **Policy**, and there are certain circumstances when **You** may not be covered under this **Policy**.

Section 1 – Loss or Damage to Your Vehicle

What We will pay for	What We will not pay for
<ul style="list-style-type: none"> • We will repair, replace or reinstate damaged parts and pay for the amount of loss or damage to Your Vehicle. • If Your Vehicle is deemed a Total Loss, We will replace Your Vehicle if it is damaged or lost within the first two years of its original registration. • If Your Vehicle is deemed a Total Loss and is damaged or lost more than two years after its original registration, We will pay the Sum Insured noted on the Schedule, or the Market Value, whichever is the lesser. 	<ul style="list-style-type: none"> • We will not pay more than the Sum Insured or \$10,000,000 in total whichever is the lesser for loss of or damage to Your Vehicles or for any claims under Section 1 arising out of any one Accident.

There are also additional benefits in Section 1 of this **Policy** which **You** will need to refer to in the **Policy Wording**.

Section 2 – Third Party Liability

What We will pay for	What We will not pay for
<ul style="list-style-type: none"> • We will cover You for Your legal liability arising from the use of Your Vehicle for damage caused to the property of another person or Personal Injury. 	<ul style="list-style-type: none"> • We will not pay more than the Limit of Liability for Your legal liability arising from an Accident under this section. • We will not pay more than \$1,000,000 (unless otherwise shown on Your Schedule) for Your legal liability from an Accident arising from the carrying of Dangerous Goods.

SIGNIFICANT RISKS OF THIS INSURANCE - EXCLUSIONS

In addition to the features summarised above, there are a number of terms, conditions, limits and exclusions contained in the **Policy** that can affect how or whether a claim is paid under this **Policy**. **You** need to read the **Schedule** and the **Policy Wording** for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets **Your** expectations.

There are certain events and circumstances when either part, or all of **Your** claim may not be covered under this **Policy**. Please refer to the following sections in the **Policy Wording** for full details:

- 1) **EXCLUSIONS APPLICABLE ONLY TO SECTION 1 – LOSS OR DAMAGE TO YOUR VEHICLE**
- 2) **EXCLUSIONS APPLICABLE ONLY TO SECTION 2 – THIRD PARTY LIABILITY**
- 3) **GENERAL EXCLUSIONS**

Some events You are not covered for

The following are some of the events and circumstances that are not covered under **Your Policy** (please see the **Policy Wording** for full details of all the exclusions that apply to **Your Policy**). For example, **We** will not pay for:

1. consequential losses suffered by You as a result of You not having the use of Your Vehicle .
2. damage to Your Vehicle's tyres by punctures, cuts, bursts, shedding of tread or blowout or any road use.
3. wear and tear, mechanical, structural, electronic or electrical breakdown or failure, rust or other forms of corrosion.
4. depreciation or any other loss of value to Your Vehicle .
5. damage to Your Vehicle whilst being driven by a Driver who is under the influence of intoxicating liquor or drugs.
6. damage to Your Vehicle whilst it is being driven by an unlicensed Driver .
7. the costs of repairing pre-existing damage or for the cost of fixing faulty repairs, design or workmanship, unless they were undertaken under this Policy and We agreed to them and they were carried out in relation to a claim.
8. Your liability for Personal Injury to any person caused by, arising out of or sustained in the course of, the employment of such person by You , or any other liability imposed on You by: a. any workers compensation or accident compensation legislation; or b. the provision of any industrial award, agreement or determination or any contract of employment or workplace agreement.
9. Your liability for pollution resulting from the discharge, dispersal, release, seepage or escape of pollutants or other contaminants into or upon buildings or other structures or water or land or the atmosphere.
10. any liability caused by, arising from the use of Your Vehicle if it is unregistered at the time of an Accident giving rise to a claim.

UNDER INSURANCE

Section 1 - Loss or Damage to **Your Vehicle** is subject to an under-insurance/average condition. The effect of this condition is that if at the time of loss the **Sum Insured** is less than **Your Vehicle's Market Value**, then **You** may not be covered for **Your** full loss. It is **Your** responsibility to ensure the adequacy of the **Sum Insured** and **You** should re-assess the **Sum Insured** during the currency of the **Policy** and prior to renewal each year.

COST OF THE INSURANCE

Policy Excess

An **Excess** is the first part of a claim that **You** must contribute and is payable for each and every claim covered by the **Policy**. The standard **Excess** is shown in this **Policy** and **You** may have to pay additional **Excesses** in certain circumstances which are shown on the **Schedule**.

We may choose to waive the **Excess** in certain circumstances where **We** deem **You** are not at fault for the **Accident** and **You** give us sufficient details of the party at fault. For the waiver to apply;

- there must be sufficient proof the third party driver was at fault;
- **You** must supply that driver's name, address and other contact details, their vehicle details and the name of their insurer and that insurer must agree to pay **Your** claim or **We** deem the other driver was at fault and the claim is recoverable;
- **Your** claim is greater than the applicable **Excess(es)**.

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

Premium

The insurance provided under this **Policy** is subject to **Your** payment or agreement to pay the premium to **Us**.

In order to calculate the premium, various factors may be considered by **Us**, including the:

- type and value of **Vehicle(s)**;
- type of freight carried;
- type of cover requested;
- age and specific experience of **Drivers**;
- location and operating radius of the **Vehicle(s)**;
- loss / claims history from prior years;
- **Excess** levels selected; and/or
- risk management procedures undertaken by **Your** business.

Your premium also includes any relevant compulsory government charges, taxes or levies (e.g. GST, Stamp Duty and Fire Service Levy). The premium and these amounts where applicable will be set out separately in the **Schedule**.

Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of **Your Policy** include:

Cost or Fee	Details
Administration Fee	HMIA charges an administration fee of up to \$2,500 which is payable by You to cover the administration cost of preparing and distributing Your Policy . Your administration fee is noted on Your Schedule and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling-off period or is a full term cancellation.
Claims Handling Fee	HMIA charges a claims handling fee on aggregate excess policies only and is charged as a fixed amount in addition to the premium for Your Policy . The claims handling fee is shown in Your Schedule .
Refund of Premium and Cancellation Fee	You may cancel Your Policy at any time. If You choose to cancel Your Policy , We will retain the pro rata premium for the period during which the Policy has been in force and any tax or duty paid or owing for which We are unable to obtain a refund provided that no event has occurred where liability arises under the Policy . HMIA will also charge 10% of that pro rata premium as a cancellation fee.
Endorsement Fee	HMIA will charge an endorsement fee of \$50 for any change to Your Policy throughout the Period of Insurance . The endorsement fee is shown in Your Schedule . The endorsement fee is not refundable in the event of cancellation.
Commissions	HMIA may receive a commission payment from Us when Your Policy is issued and renewed. If You cancel Your Policy , this commission payment may be non-refundable. For details of the relevant commission paid, please refer to Your Schedule , the Financial Services Guide or HMIA directly.

YOUR DUTY OF DISCLOSURE

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

The Act imposes a different duty when **You**:

- enter into the **Policy** with **Us** for the first time;
- renew **Your Policy**; and
- **You** vary, extend or reinstate **Your Policy**.

This duty applies until (as applicable) **We** first agree to insure **You**, or **We** agree to any variations, extensions, reinstatements or renewal.

Duty of disclosure when applying for this Policy

If **We** ask **You** questions that are relevant to **Our** decision to insure **You** and on what terms, **You** must tell **Us** anything that **You** know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until **We** agree to insure **You**.

Duty of disclosure on renewal of your Policy

If **We** ask you questions that are relevant to **Our** decision to insure **You** and on what terms, **You** must tell **Us** anything that **You** know and that a reasonable person in the circumstances would include in answering the questions.

Also, **We** may give **You** a copy of anything **You** have previously told **Us** and ask **You** to tell **Us** if it has changed. If **We** do this, **You** must tell **Us** about any change or tell **Us** that there is no change.

If **You** do not tell **Us** about a change to something **You** have previously told **Us**, **You** will be taken to have told **Us** that there is no change.

You have this duty until **We** agree to renew the contract.

Duty of disclosure when varying, extending or reinstating your Policy

If **You** have already entered into a **Policy** and **You** are proposing to vary, extend or reinstate the **Policy**, **Your** duty of disclosure changes. **You** have a duty to tell **Us** of anything that **You** know, or could reasonably be expected to know, may affect **Our** decision to insure **You** and on what terms. If **You** are not sure whether something is relevant **You** should inform **Us** anyway.

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.

COOLING OFF PERIOD

If **You** are not completely satisfied with the **Policy**, **You** may cancel it by notifying **Us** in writing within 21 days of cover having commenced. **You** will receive a refund of the amount **You** have paid unless something has occurred for which a claim may become payable under the **Policy**.

RENEWAL OF YOUR POLICY

Prior to **Your Policy** expiring, **We** will advise **You** whether **We** intend to offer renewal of **Your Policy** and if so on what terms. This document also applies to any offer of renewal **We** may make, unless **We** tell **You** otherwise.

If **We** offer renewal, **We** will send a notice advising the renewal terms and the amount payable to renew the **Policy**.

It is important that **You** check the terms of any renewal offer before renewing to satisfy **Yourself** that the details are correct.

In particular, check the **Sum Insured** amounts and **Excess(es)** applicable and ensure the levels of cover are appropriate for **You**. **You** also need to take into account any underinsurance provisions of the **Policy**.

Please note that **You** need to comply with **Your** Duty of Disclosure before each renewal (see above).

HOW TO MAKE A CLAIM

Details about how **We** settle claims are provided in this document under Claims Procedures Section and the Basis of Settlement sections within each cover section.

CANCELLATION

1. **You** may cancel this **Policy** at any time by notifying **Us** in writing.
2. **We** may cancel this **Policy** where **We** are allowed to do so by law by notifying **You** in accordance with the *Insurance Contracts Act 1984* (Cth).

Notice of cancellation by **Us** has the effect of cancelling this **Policy** at 4.00pm on the 3rd business day, after the day on which the notice was sent to **You**, or as otherwise required under the *Insurance Contracts Act 1984* (Cth).

3. After cancellation by **You**, **We** will be entitled to retain:
 - a. the pro rata premium for the period during which the **Policy** has been in force; and
 - b. 10% of that pro rata premium as a cancellation fee; and
 - c. any tax or duty paid or owing for which **We** are unable to obtain a refund.
4. After cancellation by **Us**, **You** will be entitled to a refund on a pro rata basis in relation to the unexpired **Period of Insurance**.
5. If **We** have paid a claim for a **Total Loss** no refund of premium will be given in relation to that **Vehicle**.

COMPLAINTS AND DISPUTE RESOLUTION PROCESS

We are dedicated to providing **You** with a high standard of service and **We** want to ensure **We** maintain these standards at all times. If **You** feel that **We** have not offered **You** a first class service, contact **Us** and tell **Us** and **We** will do **Our** best to resolve the problem.

If **You** have any questions or concerns about **Your** insurance or the handling of a claim **You** should, in the first instance, refer **Your** complaint or dispute to HMIA. If HMIA require additional information they will contact **You** to discuss. If **Your** complaint is not immediately resolved HMIA will respond within 15 business days of receipt of **Your** complaint or agree a reasonable alternative timetable with **You**.

HDI Global Specialty's Internal Dispute Resolution Process

If **Your** complaint is not resolved by HMIA to **Your** satisfaction then **You** may refer **Your** matter further by writing to **Our** Internal Dispute Resolution Committee using the following contact details:

Internal Dispute Resolution Committee
HDI Global Specialty SE – Australian Branch.
Tower 1 Level 33
100 Barangaroo Avenue
Sydney, NSW, 2000

We undertake to resolve **Your** complaint within fifteen (15) working days.

External Dispute Resolution Scheme

If **We** are unable to resolve the complaint or dispute **You** may refer your complaint to the Australian Financial Complaints Authority ("AFCA"), an ASIC approved external dispute resolution body.

AFCA resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to **You**. **We** are bound by the determination of AFCA but the determination is not binding on **You**.

You can contact AFCA at:

Address: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

Phone: 1800 931 678

Email: info@afca.org.au

Web: www.afca.org.au

FINANCIAL CLAIMS SCHEME

The Federal Government's Financial Claims Scheme ("FCS") is designed to protect certain claimants under a protected **Policy** from the insolvency of general insurers authorised under the *Insurance Act 1973* (Cth).

Subject to the applicable eligibility criteria **You** may be entitled to payment under the FCS, which is administered by the Australian Prudential Regulation Authority (APRA).

Information about the FCS can be obtained from www.fcs.gov.au

PRIVACY STATEMENT

For the purposes of this Privacy Statement "We", "Us" or "Our" includes HDI Global Specialty and HMIA, unless specified otherwise.

HDI Global Specialty and HMIA are bound by the *Privacy Act 1988* (Cth) which includes the Australian Privacy Principles (APPs), when collecting and handling **Your** personal information including health information.

We will only collect personal information from or about **You** for the purpose of assessing **Your** application for insurance and administering **Your** insurance **Policy**, including any claims **You** make or claims made against **You**.

We may need to disclose personal information to other entities within **Our** group, reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, **Our** advisers, **Our** agents, **Our** administrators and those involved in the claims handling process (including assessors, investigators and others), for the purpose of assisting **Us** and them in providing relevant services and products, or the purpose of recovery or litigation. If **We** disclose information to someone overseas, **We** will ensure that they are subject to laws with equivalent protection as the *Privacy Act 1988* (Cth) or that they agree to hold and deal with **Your** personal information in a manner that affords **You** similar protection.

We may disclose personal information to people listed as co-insured on **Your Policy** and to family members or agents authorised by **You**. Disclosures may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law. **We** will request **Your** consent to any other purpose.

By providing **Your** personal information to **Us**, **You** consent to **Us** making the disclosures set out above which require consent. This consent to the use and disclosure of **Your** personal information remains valid unless **You** alter or revoke it by giving **Us** written notice. Without **Your** personal information **We** may not be able to issue insurance to **You** or process **Your** claim.

You also have the opportunity to find out what personal information **We** hold about **You** and, when necessary, correct any errors in this information. Generally, **We** will do this without restriction or charge. For further information about **Our** Privacy Policies or to access or correct **Your** personal information, please contact HDI Global Specialty at the following address:

HDI Global Specialty SE – Australian Branch
Tower 1 Level 33
100 Barangaroo Avenue
Sydney, NSW 2000

Please contact HMIA at:

Phone: (02) 9227 8400

Fax: (02) 9221 5663

Address: Suite 1, Level 10, 1 Castlereagh Street,
Sydney NSW 2000

PO Box H320,
Australia Square NSW 1215

If **You** believe that **We** have interfered with **Your** privacy in **Our** handling of **Your** personal information **You** may lodge a complaint by contacting **Us**. **We** will attempt to resolve **Your** complaint in accordance with **Our** Privacy Complaints Handling Procedure.

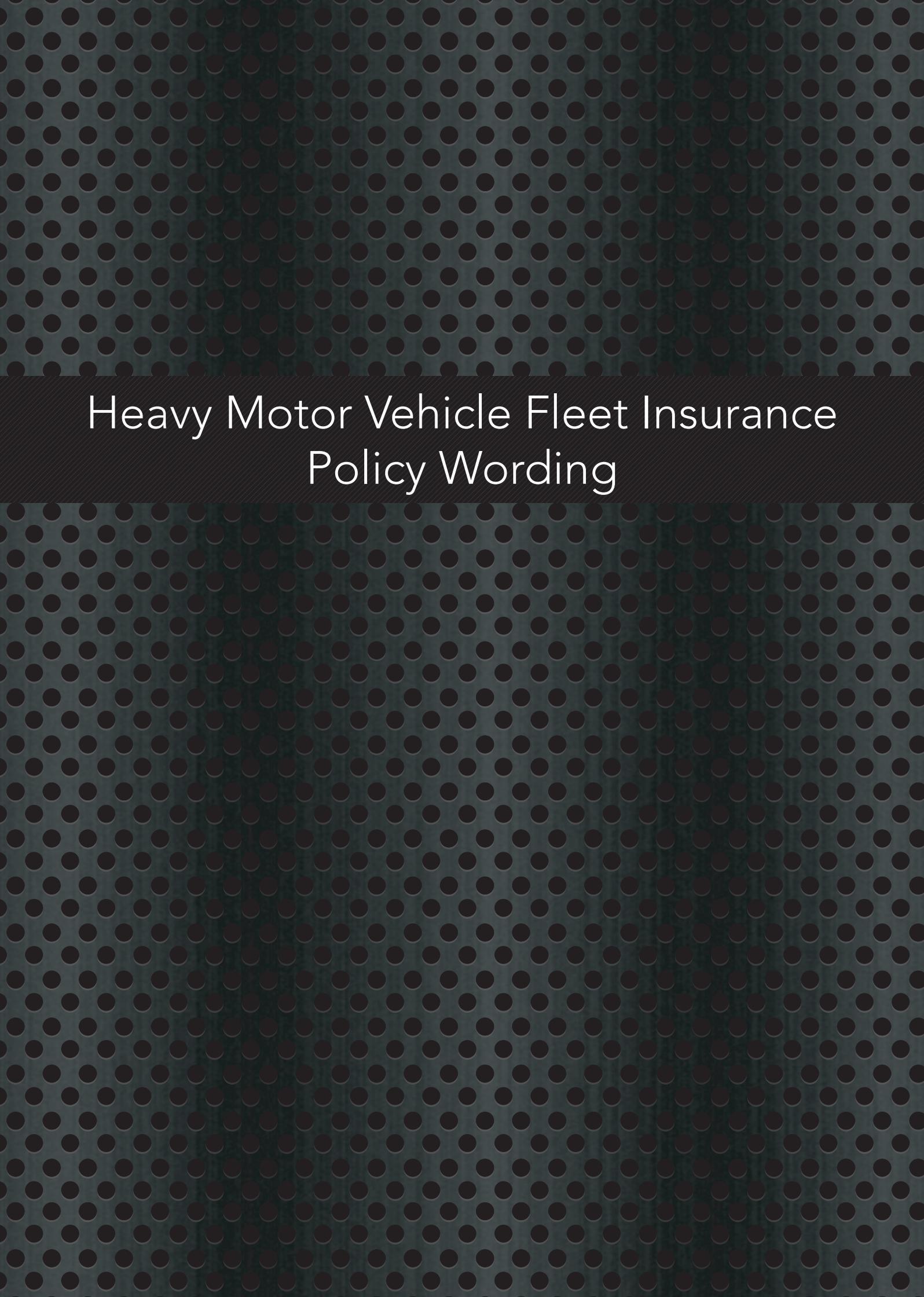
If **You** would like more information about **Our** Privacy Complaints Procedure please contact **Us**.

HDI Global Specialty's Privacy Policy is set out on its website at www.hdi-specialty.com

HMIA's Privacy Policy is set out on its website at www.hmia.com.au

UPDATING THE PDS

From time to time and where permitted by law, **We** may change parts of the PDS. **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. Any updates which are not materially adverse to **You** from the view of a reasonable person deciding whether to buy this insurance may be found on the HMIA website at www.hmia.com.au.



Heavy Motor Vehicle Fleet Insurance Policy Wording

PART B - POLICY WORDING

DEFINITIONS

Definitions are words that have a specific meaning and such words are capitalised and appear in bold print in the **Policy Wording**.

The following definitions apply to **Your Policy**:

Accident, Accidental	Means a sudden, fortuitous or unforeseen occurrence, happening or mishap, which is not expected nor intended by You and/or which causes damage to, or loss of, Your Vehicle and/or damage to, or loss of property belonging to You or others.
Act of Terrorism	Means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of, or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Dangerous Goods	Means any of the following classes of dangerous goods as defined in the Australian Dangerous Goods Code: Class 1 - explosive substances Class 2 - gases Class 3 - flammable liquids or substances Class 4 - flammable solids or substances Class 5 - oxidising agents or organic peroxides Class 6.1 - toxic substances Class 8 - corrosive liquids or substances Class 9 - miscellaneous dangerous goods
Driver	Means the Insured or any person who is authorised by the Insured to be driving, using or in charge of the Insured's Vehicle or Substitute Vehicle .
Excess	Means the amount that You must contribute to each claim as shown in the Schedule and includes both applicable standard and additional Excesses . The standard Excesses are also shown in the Policy Wording .
Excluded Goods	Means explosive substances (see Dangerous Goods Class 1), toxic substances (see Dangerous Goods Class 6.1), infectious substances (Class 6.2), radioactive substances, asbestos or asbestos related products, poly-chlorinated biphenyls (PCBs).
Insured	Means the party or parties named as the Insured in the Schedule .
Limit of Liability	Means the maximum amount that We will pay under Section 2 – Third Party Liability for all claims arising out of one Accident and is shown in Your Schedule .
Loading or Unloading	Means the single action in which the weight of goods (or the particular portion of a consignment of goods) is transferred on to or from Your Vehicle direct from or to a fixed place of rest directly beside Your Vehicle .
Market Value	Means the market value of Your Vehicle immediately prior to the loss or damage, based upon the age and condition of Your Vehicle excluding GST.

Payload	Means the maximum load that the Vehicle is designed to carry.
Period of Insurance	Means the period of insurance stated in the Schedule .
Personal Injury	Means death, bodily injury, sickness, disease, shock, fright, mental injury or mental anguish.
Proposal	Means the form completed by You as the application for insurance that includes a full description and details of the items insured under this Policy and the annual declaration completed by You prior to the renewal of the Policy .
Schedule	Means the certificate of insurance attached to this Policy , any endorsements to the certificate of insurance or any future renewal certificate which forms part of this Policy and which shows Your Policy number together with the important details of Your insurance cover with Us .
Substitute Vehicle	A vehicle used by You as a substitute vehicle while Your Vehicle is being serviced, repaired or is not driveable.
Sum Insured	Means the amount specified in the Schedule as the Sum Insured value excluding GST.
Territorial Limits	Means anywhere in the Commonwealth of Australia including when being transported by vessel between ports within its territorial waters.
Total Loss	Means Your Vehicle is stolen and not returned within a reasonable time as determined by Us or damaged beyond economical repair as determined by Us .
Tool of Trade	Means any plant or equipment permanently attached to Your Vehicle and used for mechanical digging, cutting, finescraping, grading, slashing, mowing, drilling, lifting or levelling or, any self-propelled appliance, equipment, machinery or implement, including associated tools, components, fittings and accessories whilst such equipment is being used for the purpose for which it was designed
Trailer	A non-powered unit used to carry goods and is towed by a vehicle from one location to another. Trailers do not include caravans, mobile homes or other leisure chattels.
Unit	See definition of Vehicle .
We, Us, Our, the Insurer	Means HDI Global Specialty SE – Australian Branch, ABN 58 129 395 544, AFS Licence No 458776 of Tower 1, Level 33, 100 Barangaroo Avenue, NSW 2000.
You, Your	Means the party or parties named as the Insured in the Schedule .

Vehicle	<p>Means the motor vehicle(s) and/or trailer(s) described in the Schedule or endorsed onto the Policy by an endorsement issued by Us.</p> <p>When a motor vehicle is a prime mover, this will include its bull bar, driving lights, built-in communication devices (as identified), standard tools and attached accessories.</p> <p>When a motor vehicle is a rigid body truck, this will include its bull bar, driving lights, built-in communication devices, gates, tarps, dogs, chains, binders, ring feeder or bartlett ball (as identified), standard tools and attached accessories.</p> <p>When a trailer, this will include gates, tarps, dogs, chains, binders, ring feeder (as identified), standard tools and attached accessories</p> <p>Attached accessories include radios, telephones, compact disc (CD) and digital video disc (DVD) players, and standard accessories or standard appliances as supplied by the vehicle manufacturer whilst attached to or within Your Vehicle.</p>
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THE AGREEMENT

Subject to the terms, conditions and exclusions in this **Policy** and provided:

- a. **You** have paid **Us** the premium; and
- b. **You** have suffered loss, damage or incurred a legal liability arising from an **Accident**; and
- c. the **Accident** occurs within the **Territorial Limits**; and
- d. during the **Period of Insurance**,

We will indemnify **You** against loss, damage and **Your** legal liability up to the corresponding **Sum Insured** or **Limits of Liability** stated in the **Schedule** and/or **Policy**.

SECTION 1 - LOSS OR DAMAGE TO YOUR VEHICLE

Subject to the terms, conditions and exclusions in this **Policy**, **We** provide the following cover:

WHAT YOU ARE INSURED FOR

We will cover **You** for **Your** costs incurred arising from loss of, or damage to, **Your Vehicle** that is caused by or arises from an **Accident** or theft that happens during the **Period of Insurance** and occurs within the **Territorial Limits**. **Our** liability to **You** or others under this **Policy** shall be in accordance with the Basis of Settlement.

Your Policy includes the interests of any party who has an insurable interest in any **Vehicle** insured by this **Policy** by way of mortgage, lease, hire purchase or any other encumbrance over an insured **Vehicle** and detailed in the **Schedule**.

BASIS OF SETTLEMENT

For claims under Section 1 - the following basis of settlement applies:

- a. At **Our** option, **We** will repair, reinstate or replace **Your Vehicle** or pay **You** the amount of the loss or damage, provided the payment does not exceed the lesser of its **Market Value** at the time of loss or damage or the **Sum Insured** for **Your Vehicle** stated in the **Schedule**.
- b. If **You** choose not to replace **Your Vehicle** or if a replacement with an equal model is not possible then settlement will be either **Your Vehicle's Market Value** at the time of loss or damage or its **Sum Insured** stated in the **Schedule**, whichever is the lesser.

- c. When **We** make a **Total Loss** settlement, the cover provided in this **Policy** for **Your Vehicle** immediately ceases.

Notwithstanding anything mentioned in paragraph a., b. and c. above, the maximum amount **We** will be liable to pay for any claim or series of claims for loss or damage to **Your Vehicle** under Section 1 of this **Policy** and that is caused by or arises out of one **Accident** shall be \$10,000,000.

New Vehicle Replacement

If **Your Vehicle** becomes a **Total Loss** within two years of the inception date of its original registration, **We** agree to replace **Your Vehicle** with a new vehicle (excluding on road costs which costs shall include Stamp Duty, Dealer Delivery Costs, Registrations Costs, CTP Insurance and other insurance costs), where an equal model is available. For the purposes of this clause **We** will only pay up to **Your Vehicle's Sum Insured** stated in the **Schedule**.

Finance Protection (Total Loss)

If **Your Vehicle** becomes a **Total Loss** arising from an **Accident** other than theft and/or fire, not including fire resulting from impact damage, and the **Market Value** is less than the amount owing by **You** under a lease or other finance agreement, **We** will pay **You** or any other party whom **You** direct **Us** to pay in accordance with this Finance Protection clause.

We will pay **You** the difference between the amount of the termination payment under the lease or other finance agreement and the amount **We** pay to **You** in respect of **Your Vehicle** (calculated in accordance with the Basis of Settlement) subject to the difference not exceeding 20% of the **Market Value** or 20% of **Your Vehicle's Sum Insured**, whichever is the lesser, subject also to the amount of the termination payment not including:

- (a) any payments and/or any interest in arrears on the date of loss; and
- (b) any discount in respect of finance charges and/or interest for the unexpired term of such leasing or finance agreement on a date not exceeding 30 days after the date of loss; and
- (c) any payment which is not due at the date of loss.

Underinsurance

If the **Sum Insured You** select for **Your Vehicle** is, at the time of any loss or damage, less than 80% of **Your Vehicle's Market Value**, then the settlement **You** will receive under Section 1 of the **Policy** will be limited to the proportion that **Your Vehicle's Sum Insured** bears to 80% of its **Market Value**.

Any **Excess(es)** shown in the **Schedule** shall be applied to the claim after the calculation of this underinsurance provision.

You will be responsible for the portion of the claim that **We** do not pay in addition to the **Excess** that applies.

Where **Your Vehicle** is a **Total Loss We** will pay **Your Vehicle's Sum Insured** or **Market Value**, whichever is the lesser.

SECTION 1 - ADDITIONAL BENEFITS

In addition to the cover provided above, **We** also provide the following additional benefits under Section 1:

Removal and Protection	<p>If Your Vehicle suffers loss or damage that is recoverable under Section 1 of the Policy, We will pay for the reasonable cost of protection and removal of Your Vehicle to the nearest repairer or place of safety or to any other place approved by Us.</p> <p>Removal and protection expenses do not extend to the load being transported.</p>
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Employees' Personal Property	If Your Vehicle suffers loss or damage that is recoverable under Section 1, We will also pay for any personal property of Your employees that is lost or damaged in the Accident , up to a maximum of \$1,500 per Accident . Provided that We will not pay for cash, negotiable instruments, jewellery or furs belonging to Your employees.
Return of Vehicle	If Your Vehicle has been stolen and recovered or damaged and repaired We will pay for the reasonable costs incurred by You in returning Your Vehicle to its normal place of garaging, up to a maximum amount of \$5,000. This sub limit applies per Unit , per Accident .
Cost of Repatriating Driver	We will pay the reasonable cost, up to \$3,000, for returning Your Driver (and offside(s) if applicable) to the point of departure or, at Your option, the Driver's original destination, following an Accident provided: a. There is a valid claim under Section 1 of the Policy ; and b. the Accident occurred outside a radius of 100 kilometres from the point of departure.
Hire Vehicle Following Theft	We will reimburse You for the hiring of a Substitute Vehicle following the theft of Your Vehicle up to a period of 14 days or up to recovery of Your Vehicle , whichever comes first. We will not pay more than \$3,000 under this Additional Benefit per theft.
Signwriting	When We repair Your Vehicle , We will pay up to \$10,000 towards the reinstatement costs of signwriting and artwork that was in existence on Your Vehicle at the time of the Accident .
Expediting Expenses	If Your Vehicle suffers loss or damage that is recoverable under Section 1 of the Policy , We will pay up to \$3,000 for temporary repair costs incurred by You , or to expedite permanent repairs of the damage to Your Vehicle including, but not limited to, the costs of overtime and express shipping.
Funeral expenses	If the driver of Your Vehicle is fatally injured due to an Accident otherwise covered under Your Policy we will pay up to \$10,000.00 toward funeral expenses. This payment is to be made direct to the estate of the deceased or direct to the funeral service provider.

EXCLUSIONS APPLICABLE ONLY TO SECTION 1 –

LOSS OR DAMAGE TO YOUR VEHICLE

The following exclusions apply to Section 1 of the **Policy** only. **We** will not pay for:

1. consequential losses suffered by You as a result of You not having the use of Your Vehicle .
2. damage to the tyres of Your Vehicle by application of brakes or by punctures, cuts, bursts, shedding of tread or blowout or any road use.
3. theft of or from Your Vehicle if reasonable steps to protect or safeguard Your Vehicle have not been taken by You .
4. loss resulting from or occasioned by an Insured named in the Schedule stealing, converting, absconding with or otherwise misappropriating Your Vehicle .
5. any loss or damage, or any resultant damage, caused by, arising from or relating to wear and tear, mechanical, structural, electronic, or electrical breakdown or failure, metal fatigue, rust or other forms of corrosion. We may however pay if You can prove that lack of maintenance of Your Vehicle did not contribute to the Accident .
6. depreciation or any other loss of value to Your Vehicle .
7. loss or damage occasioned by lawful seizure or by any person lawfully repossessing or attempting to lawfully repossess Your Vehicle where Your Vehicle is used as security for a debt.
8. the costs of repairing pre-existing damage or for the cost of fixing faulty repairs, design or workmanship, unless they were undertaken under this Policy and We agreed to them and they were carried out in relation to a claim.
9. loss or damage to any agitator, barrel, bowl or tanker trailer or pump and their fittings caused by the hardening or setting of concrete or bitumen, unless You , Your Driver or any other covered persons have taken all reasonable steps to remove the concrete or bitumen from the Vehicle .
10. loss or damage to Your Vehicle or any resultant mechanical damage caused by the loss of oil or coolant in Your Vehicle . However, this exclusion will not apply if Your Vehicle : a) suffers malicious damage; or b) is damaged by impact; or c) is damaged by an unauthorised person driving Your Vehicle .
11. any loss, damage or resultant damage to Your Vehicle occasioned by the incorrect application of engine additives such as, but not limited to, Adblue and only where such loss or damage to Your Vehicle exceeds \$10,000 any one Accident .

SECTION 2 - THIRD PARTY LIABILITY

COVER FOR REGISTERED VEHICLES ONLY

This Section of cover applies only to **Vehicles** that are registered for road use. Subject to the terms, conditions and exclusions in this **Policy**, **We** will pay the amount which **You** are held legally liable to pay as compensation for:

- a. loss of or damage to third party property; or
- b. **Personal Injury** to others; or
- c. costs incurred as a result of fire, explosion, goods falling, leaking or spilling, in or on, or from **Your Vehicle** or caused by:
 - i. **You**; or
 - ii. any person legally licensed to drive, or be in charge of **Your Vehicle**, with **Your** permission; or
 - iii. any person in or on, or boarding, or alighting from **Your Vehicle** with **Your** permission;

and resulting from an **Accident** occurring during the **Period of Insurance** within the **Territorial Limits** and caused by or arising out of the use of **Your Vehicle** or the operation of **Loading or Unloading Your Vehicle**.

In the event of the death of any person entitled to indemnity under this Section, the legal representative of such person shall be covered by the **Policy**.

LIMIT OF LIABILITY - SECTION 2 – THIRD PARTY LIABILITY

Our total liability under this Section 2 – Third Party Liability is the amount shown as the **Limit of Liability** in the **Schedule**, for all claims arising from any one **Accident**. This limit is inclusive of all costs and expenses, including clean up costs, for all claims arising from any one **Accident**.

LIMIT OF LIABILITY - SECTION 2 - FOR DANGEROUS GOODS

If **Your Vehicle** is being used for, or is attached to, or is towing a vehicle used for the transport of **Dangerous Goods**, unless otherwise shown in the **Schedule**, **Our** total liability under this Section is limited to \$1,000,000 for any one **Accident**. This limit is inclusive of all costs and expenses, including clean-up costs, for all claims arising from any one **Accident**.

This Limit of Liability coverage will only provide cover for any amount in excess of that which is insured under any Cargo Transit or Carriers Liability insurance that may be in force at the time of the **Accident**.

ADDITIONAL BENEFITS - SECTION 2 - THIRD PARTY LIABILITY -

This section of the **Policy** provides the following Additional Benefits which are included within the **Limit of Liability**, unless otherwise stated.

Legal Costs and Authorised Expenses	<p>When an Accident is covered under this Section 2, We will pay, within the Limit of Liability, all legal costs and expenses incurred by You, with Our written consent, in settlement or defence of claims for compensation arising from the Accident.</p> <p>Provided that if the Limit of Liability shown in the Schedule is less than the total paid, or payable, to settle or dispose of all claims that arise out of the Accident, then We will only pay a proportion of the legal costs and expenses. Our share of such legal expenses will be in the same proportion that the Limit of Liability represents to the total amount paid, or payable, to settle or dispose of all claims that arise out of the Accident.</p>
Employer or Principal	<p>We will pay the amount which Your employer or principal may be held legally liable to pay as compensation, resulting from an Accident occurring during the Period of Insurance, involving Your Vehicle and caused by You, or arising out of the temporary use of Your Vehicle by Your employer or principal, in connection with Your employer's or principal's business.</p>
Substitute Vehicle	<p>We will pay for Your legal liability as described in Section 2 arising from a vehicle being used by You as a Substitute Vehicle while Your Vehicle is being serviced, repaired or is not driveable.</p> <p>We will provide You with this cover only if:</p> <ul style="list-style-type: none">a. the Substitute Vehicle is not already insured under another insurance Policy; andb. the Substitute Vehicle is not owned by You and You have the owner's permission to drive the Substitute Vehicle.

Removal of Debris - Load	<p>We will pay for reasonable costs necessarily incurred for the clean-up and removal of Your Vehicle's non-hazardous debris or load arising from an Accident or resulting from goods falling from Your Vehicle, up to a maximum of \$25,000 per Accident or any higher amount shown in the Schedule.</p> <p>This Additional Benefit will only provide cover for any amount in excess of that which is insured under any carriers load insurance that may be in force.</p>
General Average	<p>We will pay amounts for which You are held legally responsible to contribute in respect of Your Vehicle, for expenses and salvage costs incurred by a shipowner, provided:</p> <ul style="list-style-type: none"> a. general average principles apply under maritime law; and b. the ship is sailing between places within the Commonwealth of Australia.
Cross Liability	<p>Where You are comprised of 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. We waive all rights of subrogation or action which We may have acquired against any such entities. The Limit of Liability stated elsewhere in this Policy is not affected or increased as a consequence of this condition.</p>

EXCLUSIONS APPLICABLE ONLY TO SECTION 2 – THIRD PARTY LIABILITY

The following exclusions apply to Section 2 of the **Policy** only. **We** will not pay for claims arising from:

1.	any liability when Your Vehicle is being used for the cartage of Excluded Goods .
2.	loss or damage to goods or property entrusted to You or Your employees for storage and or transportation.
3.	<p>loss or damage to goods or property that is owned by You, or Your family members, or in Your possession, custody or control.</p> <p>This exclusion shall not apply to Your liability arising from damage to:</p> <ul style="list-style-type: none"> a. vehicles belonging to employees or visitors contained within the confines of a car park owned or occupied by You; and b. premises leased or rented to You.
4.	<p>Personal Injury to any person caused by, arising out of or sustained in the course of, the employment of such person by You, or any other liability imposed on You by:</p> <ul style="list-style-type: none"> a. any workers compensation or accident compensation legislation; or b. the provision of any industrial award, agreement or determination or any contract of employment or workplace agreement.
5.	<p>Personal Injury:</p> <ul style="list-style-type: none"> a. to You or any person in charge of Your Vehicle; or b. to any member of Your family or to any person ordinarily residing with You or with whom You ordinarily reside; or c. to any employee, agent, contractor, or sub-contractor employed or engaged by any person entitled to indemnity under this Policy.

6.	Personal Injury: a. caused by or arising in connection with the use of a Northern Territory registered vehicle; or b. caused by or arising in connection with the use of a New South Wales or Queensland registered trailer attached to Your Vehicle or having become accidentally detached at the time of the Accident resulting in Personal Injury .
7.	Personal Injury: a. to the extent that You or any person using Your Vehicle with Your consent is entitled to indemnity, whether wholly or partially, under any compulsory statutory insurance scheme or accident compensation scheme; or b. to the extent that You or any person using Your Vehicle with Your consent would have been entitled to compensation under such a scheme were it not for the failure to: i. insure or register Your Vehicle ; or ii. to lodge a claim in accordance with its requirements; or iii. comply with any of its terms and conditions.
8.	pollution resulting from the discharge, dispersal, release, seepage or escape of pollutants or other contaminants into or upon buildings or other structures or water or land or the atmosphere. However, We will indemnify You where Your liability for pollution arising from a sudden identifiable Accident and which takes place in its entirety at a specific time and place during the Period of Insurance and as otherwise provided for in Limit of Liability Section 2 – Dangerous Goods.
9.	any liability arising out of the use of Your Vehicle on the areas of airfields or airports set aside for "Aircraft Operations". Aircraft Operations includes but is not limited to taxiing, taking off, landing, parking, refuelling, loading and unloading of passengers and/or goods from aircraft.
10.	any liability caused by, arising from or in any way connected with the use of Your Vehicle if it is unregistered at the time of the Accident giving rise to the claim.
11.	any liability which is insurable under any Statutory or compulsory insurance Policy or any Statutory or compulsory insurance or compensation scheme or fund covering such legal liability.
12.	any liability arising from the use of a Tool of Trade other than whilst it is being driven on a public road or public thoroughfare.

SECTION 3 - ADDITIONAL BENEFITS APPLICABLE TO ALL SECTIONS

The following Additional Benefits apply to all Sections of this **Policy**.

Automatic Addition of Newly Acquired Vehicles	<p>We will provide interim cover for a maximum 21 consecutive days, for any additional or replacement vehicle purchased, leased or hired by You (and for which You are legally liable) during the Period of Insurance provided that:</p> <ol style="list-style-type: none"> the vehicle is of a similar kind, use and carrying capacity to those currently insured under the Policy; and the limit of cover which applies under Section 1 does not exceed: <ol style="list-style-type: none"> \$100,000 or the Market Value whichever is the lesser for vehicles under 2 tonnes carrying capacity; or \$500,000 or the Market Value whichever is the lesser for all other vehicles; and during the interim cover, You will advise details of these vehicles to enable Us to provide terms of cover; and <p>the Excess shall be the same as other similar Vehicles currently insured under the Policy.</p>
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<p>Errors and Omissions</p>	<p>This insurance shall not be prejudiced by the unintentional or inadvertent omission, error, incorrect valuation or incorrect description in respect to Your Vehicle given by You, provided notice is given to Us as soon as practicable upon discovery of such error, omission, incorrect valuation or incorrect description, and You pay any additional premium required.</p>
<p>Police, Fire Brigade and Other Authorities</p>	<p>This Policy extends to cover You up to a limit of \$25,000 per Accident for all costs levied by the following authorities and as a result of an Accident involving Your Vehicle:</p> <ul style="list-style-type: none"> a. Police b. Fire brigade c. Any other authority <p>This Additional Benefit will not cover any clean-up and removal costs levied by any authority if We have already agreed to pay You the clean-up and removal costs under Additional Benefit Section 2 - Removal of Debris – Load.</p>
<p>Waiver of Recourse – Public Authorities</p>	<p>We agree to waive any subrogation rights, remedies or relief that We may ordinarily be entitled to rely upon in the case of municipal, government, or similar statutory authorities where You have waived those rights in Your contract with such parties.</p>
<p>Acquired Companies</p>	<p>This Policy extends to include vehicles in which You have an insurable interest in that arises following Your purchase, acquisition or formation of any company, subsidiary or firm during the Period of Insurance provided that:</p> <ul style="list-style-type: none"> a. You declare to Us the details of all such motor vehicles within 30 days of the attachment of Your insurable interest and agree to pay any additional premium that may be required; and b. the limit of cover which applies under Section 1 does not exceed: <ul style="list-style-type: none"> i. \$100,000 or the Market Value whichever is the lesser for vehicles under 2 tonnes carrying capacity; or ii. \$300,000 or the Market Value whichever is the lesser for all other vehicles; and c. the Excess shall be the same as other similar Vehicles currently insured under the Policy. <p>It is a condition that this Additional Benefit shall only operate to the extent that such vehicles are not otherwise insured.</p>

SECTION 4 - GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

The follow exclusions apply to all sections of the **Policy**. **We** will not pay for claims arising from:

1. Your Vehicle being driven by You or any other person who is not licensed to drive such a Vehicle under all relevant laws, by-laws and regulations and whom You knew, or ought reasonably to have known, was not so licensed to do so by law;
2. Your Vehicle being driven by, or in the charge of, any person: a. under the influence of alcohol, or drugs; or b. who drove while the percentage of alcohol in the blood is at a level prohibited by the law of the state or territory in which the Driver was driving or in charge of Your Vehicle ; or c. who refused to provide or allow the taking of a sample of breath, blood, or urine for preliminary testing or for analysis as required by the law of the state or territory in which the Driver was driving or in charge of Your Vehicle . We will pay if You prove that You did not know, and could not reasonably have known, that the person driving or in charge of Your Vehicle , was so affected;
3. Your Vehicle being used to carry a greater number of passengers or convey or tow a Payload in excess of that for which Your Vehicle was constructed. We will however pay if You prove that the loss, damage or Your legal liability was not caused or contributed to by such greater load;
4. Your Vehicle being used in an unsafe or unroadworthy condition, unless such condition could not reasonably be detected by You . We will pay if You prove the loss, damage or Your legal liability was not caused or contributed to by the unsafe or unroadworthy condition of Your Vehicle ;
5. any loss, damage or liability caused by, arising out of, or connected with any fraudulent or illegal act, or wilful or malicious act or misconduct committed by You or by anyone acting on Your behalf with Your consent;
6. any loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
7. Your Vehicle being used in connection with the motor trade, experiments, tests, trials, and demonstration or driven on any road, track or area which is closed for use to the general public;
8. Your Vehicle being used for conveyance of passengers for hire, fare or reward;
9. Your Vehicle being used in, or participating in, or being tested or prepared for any motor sport including but not limited to rally driving, motor racing, any activity on a racetrack, competitive motor sport event, an experiment, contest or other motor sports event;
10. Your Vehicle being used as a locomotive and rolling stock (not including road going vehicles with 'wind down' rail wheels that may traverse railway lines);
11. any loss, damage or liability incurred if Your Vehicle does not run solely on land;
12. any loss, damage or liability incurred whilst Your Vehicle is underground, however this limitation shall not apply to Your Vehicle while travelling through road tunnels or while parked or engaged in loading or unloading goods in a below ground parking facility or loading dock;
13. any loss, damage or liability intentionally caused by You or a person acting with Your express or implied consent;
14. any loss, damage or liability incurred whilst Your Vehicle is subject to any agreement of hire or is leased or let by You to any other party;

<p>15. any loss, damage or liability caused by or arising out of any nuclear energy risks being operations employing the process of nuclear fission or fusion or handling of radio-active material which operations include but are not limited to:</p> <ul style="list-style-type: none"> a. the use of nuclear reactors such as atomic piles, particle, particle accelerators or generators or similar devices, or b. the use handling or transportation of radioactive materials, or c. the use handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion. <p>This exclusion shall not apply to insurances of occupational risks arising from radioisotopes or radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits;</p>
<p>16. any loss, damage, liability or expense You assume by express agreement, undertaking or contract, unless such liability would have attached in the absence of that express agreement, undertaking or contract;</p>
<p>17. any loss, damage or liability incurred if Your Vehicle is outside the Territorial Limits;</p>
<p>18. any loss, damage, liability or expense caused by:</p> <ul style="list-style-type: none"> a. vibration from Your use of Your Vehicle; or b. the weight of Your Vehicle or its load exceeding any lawful requirements; or c. If Your Vehicle exceeds its lawful dimensions, height and or width, unless authorised by permit to exceed height and width;
<p>19. any loss, damage or liability caused from the use of a fuel system in Your Vehicle which does not comply with the relevant Australian standard or loss, damage or liability caused from the use of incorrect fuel;</p>
<p>20. any claim directly or indirectly arising out of or caused by, or through, or in connection with or resulting directly from, in consequence of or in any way involving the manufacture, mining, processing, distribution, transportation, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or silica or materials or products containing asbestos or silica;</p>
<p>21. any fraudulent means or devices having been used by You, or anyone acting on Your behalf, to obtain a benefit under this Policy;</p>
<p>22. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:</p> <ul style="list-style-type: none"> a. any Act of Terrorism regardless of any other cause or Accident contributing concurrently or in any other sequence to the loss; and/or b. any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism;
<p>23. any fines, penalties, aggravated exemplary or punitive damages or liquidated damages.</p>

SECTION 5 - CONDITIONS

If **You** do not comply with the conditions of this **Policy** **We** may refuse to pay **Your** claim or reduce the amount of the claim payment or in some circumstances permitted by law cancel the **Policy**.

PREMIUM

You must pay **Your** premium as per the requirements set out in the **Schedule**.

CLAIMS PROCEDURES

You and any person entitled to cover under this **Policy** must:

1. notify Us in writing with full details as soon as possible after any Accident which may become the subject of a claim under this Policy ;
2. immediately send Us any communication received from other parties in relation to any Accident which may become the subject of a claim under this Policy ;
3. tell Us without delay on becoming aware of any impending prosecution in relation to any Accident which may become the subject of a claim under the Policy ;
4. provide all information and cooperation which We may require, including signing any statutory declaration or other documents;
5. not admit guilt or liability or negotiate any claim without Our written consent;
6. allow Us full discretion in the conduct, defence and settlement of any claim;
7. subject to the <i>Insurance Contracts Act 1984</i> (Cth), help Us to recover any money paid by Us from any person whom You may be able to hold liable. We will have the right to take any action in Your name;
8. not authorise repairs other than Expediting Expenses to Your Vehicle without Our written consent. We will however pay for any Expediting Expenses covered under additional benefits – Section 1;
9. notify the police as soon as possible after You have become aware of the theft or malicious damage to Your Vehicle ; and
10. be honest and open in Your dealings with Us .

Excess

You will have to contribute a sum of money which is called an **Excess** to the amount of any claim under this **Policy**. The standard **Excesses** are shown in Table 1, as well as on **Your Schedule**. Any additional **Excesses** are shown in Table 2, as well as on **Your Schedule**.

Table 1 – Standard Excesses

Type of Vehicle	Age of Driver at time of the Accident	Excess
Any Vehicle under 2.5 tonne	23 or over	\$500 per Vehicle
Any articulated Vehicle over 2.5 tonne	23 or over	1% of Sum Insured , minimum \$1000 per Unit
Any rigid Vehicle over 2.5 tonne	23 or over	1% of Sum Insured , minimum \$1,000 per Vehicle
Trailer In Control		\$2,000 per Unit

Table 2 - Additional Excesses

Type of Vehicle	Age of Driver at time of the Accident	Additional Excess
Any Vehicle under 2.5 tonne	Under 23	\$2,000
Any rigid Vehicle over 2.5 tonne	Under 23	\$2,500
Any articulated Vehicle over 2.5 tonne	Under 23	\$5,000
Tipping		Excess that appears on Your Schedule doubles.

The **Excess** is payable per **Vehicle** per claim unless otherwise shown on the **Schedule**. The **Excess** will be refunded to **You** only if the full cost of the claim has been recovered.

Deciding Who is at Fault

We will be solely responsible for deciding whether **You** contributed to the cause of an **Accident**.

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 choose (subject to any relevant **Policy** limits) to:

- a. authorise the repairs at **Your** repairer of choice;
- b. pay **You** the reasonable cost of repairing **Your Vehicle**; or
- c. move **Your Vehicle** to a repairer **We** both agree will repair **Your Vehicle**. In the instance that **We** both agree to move **Your Vehicle**, **We** will provide **You** with a rental car for up to 3 days in addition to any other benefit provided under **Your Policy**.

Spare Parts, Extras and Accessories

If **We** are unable to repair the part **We** use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules (ADR). If such parts are not available, appropriate parts from alternative distribution channels may be used. **We** will not pay any amount greater than the maker's last list price in Australia (together with a reasonable charge for fitting) for the supply of any spare part, extra or accessory. In the event that any spare part, extra or accessory cannot be obtained immediately, **We** may choose to pay **You** the value of the spare part, extra or accessory (together with a reasonable charge for fitting) rather than supply the spare part, extra or accessory.

Sublet Repairs

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

Guarantee and Warranty

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

Payment of Unpaid Premium When Your Vehicle is a Total Loss

If **Your Vehicle** is a **Total Loss** and **We** have agreed to pay **Your** claim:

- 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**, **You** must pay **Us** the balance of any unpaid premium or instalments for the **Period of Insurance**.

Salvage

If **We** declare **Your Vehicle** to be a **Total Loss** and pay **You** its **Market Value** or its **Sum Insured**, **You** must allow **Us** to take possession of **Your** damaged **Vehicle**. If **We** choose not to take possession of **Your** damaged **Vehicle**, **You** cannot abandon **Your** responsibilities for the **Vehicle**.

We shall sell the remains of the **Vehicle** and deal with the proceeds of the sale as follows:

- a. If the **Vehicle's Sum Insured** is less than 80% of its **Market Value**, **We** shall retain such proportion of the proceeds of the sale as the **Vehicle's Sum Insured** bears to its **Market Value**, and **We** shall account to **You** for the balance;
- b. If the **Vehicle's Sum Insured** is 80% or more of its **Market Value** but less than 100% of its **Market Value**, **We** shall account to **You** for:
 - i. all proceeds of the sale; or
 - ii. the amount by which the **Market Value** exceeds the **Vehicle's Sum Insured** whichever is lesser, and **We** shall retain the balance;
- c. if the **Vehicle's Sum Insured** is 100% or more of its **Market Value**, **We** shall retain all the proceeds of the sale.

OTHER INSURANCE

If **You** are entitled to indemnity under any other insurance **Policy**, **You** must advise **Us** in writing of the particulars of that other insurance **Policy** when making a claim.

OTHER INTERESTS

Your Policy does not provide cover in respect of the interest of any entity or person not named in **Your Schedule**. Any persons or entities entitled to benefits under **Your Policy** shall be bound by the Conditions and Exclusions of **Your Policy**.

If any financier has an interest in any **Vehicle** insured under this **Policy** and **We** agree to settle **Your** claim by cash payment, **We** reserve the right to pay all or part of the claim proceeds to the financier. This will satisfy **Our** obligations to **You** under the **Policy** for the payment of **Your** claim.

REASONABLE CARE

You must take all reasonable care:

- a. to prevent loss, damage or liability; and
- b. to maintain **Your Vehicle(s)** in sound condition and to minimise or avoid theft by maintaining security devices; and
- c. to comply with all Statutory obligations, by-laws, regulations, Public Authority requirements; and
- d. safety requirements, including those relating to fire appliances; and to minimise any loss, damage or liability; and
- e. to only employ competent employees, agents and contractors and ensure they meet the requirements specified in Clauses a. to e. above.

CHANGE OF RISK

You must notify **Us** in writing of all changes materially affecting the facts or circumstances existing at the commencement of this **Policy**, or at any subsequent renewal date, as soon as such change comes to **Your** attention. Any additional premium as a result of the change must be paid by **You**.

CHANGE OF OWNERSHIP

If **You** sell or otherwise dispose of **Your Vehicle** then insurance cover for that **Vehicle** will end at the time of such sale or disposal. **We** will refund **Your** premium for the unused portion of the **Policy**.

CANCELLATION

1. **You** may cancel this **Policy** at any time by notifying **Us** in writing.
2. **We** may cancel this **Policy** where **We** are allowed to do so by law by notifying **You** in accordance with the *Insurance Contracts Act 1984* (Cth).

Notice of cancellation by **Us** has the effect of cancelling this **Policy** at 4.00pm on the 3rd business day, after the day on which the notice was sent to **You**, or as otherwise required under the *Insurance Contracts Act 1984* (Cth).

3. After cancellation by **You**, **We** will be entitled to retain:
 - a. the pro rata premium for the period during which the **Policy** has been in force; and
 - b. 10% of that pro rata premium as a cancellation fee; and
 - c. any tax or duty paid or owing for which **We** are unable to obtain a refund.
4. After cancellation by **Us**, **You** will be entitled to a refund on a pro rata basis in relation to the unexpired **Period of Insurance**.
5. If **We** have paid a claim for a **Total Loss** no refund of premium will be given in relation to that **Vehicle**.

SECTION 6 - GENERAL TERMS

LAW AND JURISDICTION

This **Policy** is subject to New South Wales law and to the jurisdiction of the courts of New South Wales.

GOODS AND SERVICES TAX (GST)

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

Where **We** make a payment to **You**, or on **Your** behalf, under this **Policy** **We** will reduce the amount of the payment by the amount of any input tax credit that **You** are, or will be, or would have been entitled to under *A New Tax System (Goods and Services Tax) Act 1999* (Cth) had the payment been applied to acquire such goods, services or supply.

SECTION 7 - ENDORSEMENTS

The following endorsements only apply if they are shown in **Your Schedule**.

AGGREGATE EXCESS	<p>The aggregate Excess is shown in Your Schedule and represents the amount, which You must first bear in respect of all claims arising from Accidents which occur during the Period of Insurance. Any Policy Excess that appears in the Schedule will first be applied to each claim made under the Policy. After the applicable Excess(es) is applied to each claim made under the Policy, any remaining amount under any claim will be applied to erode the aggregate Excess if approved by Us.</p> <p>Once the aggregate Excess for the Policy has been fully eroded, any further claims will be paid by Us subject to any applicable Excess and subject to the terms and conditions of the Policy.</p> <p>Any loss assessment, investigation or other related costs incurred during the Period of Insurance are to be paid by You until such time as the aggregate Excess has been fully eroded.</p> <p>If the fleet size or Vehicle values vary during the Period of Insurance then the aggregate Excess will be adjusted proportionately subject to prior approval by Us.</p>
ON-HOOK LIABILITY	<p>Exclusion 2 of "Exclusions Applicable Only to Section 2 –Third Party Liability" is amended to the extent that this Policy is extended to cover Your liability for loss or damage to any motor vehicle or item of mobile plant/machinery in Your physical control while it is being lifted or towed by Your Vehicle's hook or forks or similar device. The maximum We will pay in respect of loss of or damage to such motor vehicle or item of mobile plant/machinery is limited to the On Hook Liability Limit of Liability shown in the Schedule.</p>
TRAILER IN YOUR CONTROL	<p>Where it is noted in the Schedule that You have a trailer of another person or corporation in Your physical or legal control, We will pay the amount for which You may be held legally liable to pay as compensation for loss or damage caused to the trailer – provided the trailer is not leased, hired or rented by You. The maximum We will pay in respect of loss of or damage to such trailer is limited to the Market Value or the Trailer in Control Sum Insured shown in the Schedule whichever is the lesser.</p>

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Heavy Motor Insurance Australia