



PRODUCT DISCLOSURE STATEMENT (PDS) & RETAIL MOTOR VEHICLE INSURANCE

(PRODUCT 1 OF THE NTI TRANSPORT PACKAGE POLICY)

PREPARATION DATE: 18 AUGUST 2008

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

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



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Part A:

Product Disclosure Statement

Welcome to National Transport Insurance (NTI).

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

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

1 Introduction

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

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

2 The Insurer

Who is the insurer?

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

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

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

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

3 The Purpose of this PDS

This PDS has been prepared to assist you in understanding the Commercial Motor product of the NTI Transport Package Insurance policy and in making an informed choice about your insurance requirements.

The PDS sets out the **significant features** of Policy Product 1 (Commercial Motor) of the NTI Transport Package insurance policy including its **benefits, risks** and information about **how the premium is calculated**. For a full description of this insurance product, you will still need to read the Policy attached to this document for terms, conditions and limitations of the insurance policy.

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

4 How to contact Us

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

Please visit our website at www.nti.com.au to locate your nearest NTI office and obtain contact details.

5 Cooling-Off Period

If you are a small business with less than 20 employees and you have insured a sedan, station wagon, coupe, or similar type vehicle or a goods carrying vehicle under 2 tonnes carrying capacity, then you have up to 19 days after the commencement of the insurance to request cancellation. Subject to the 19 days limit, We will provide you with a full refund of the premium paid for the vehicle, provided:

- You have not made a claim for the vehicle under the Commercial Motor product of the Policy or exercised any other rights under the Policy; or
- The period of cover under the Policy has not expired.

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

If you have a complaint or dispute about the insurance policy, decisions on your claim or our service or the service of Our agents, loss adjusters and investigators, please contact NTI. Contact details can be obtained by visiting www.nti.com.au.

Internal Dispute Resolution

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

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

External Dispute Resolution

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

7 Privacy

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

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

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

You can request access to your personal information, by phoning or writing to Us. A copy of NTI's Privacy Policy can be obtained by visiting NTI's website at www.nti.com.au.

8 Your Duty of Disclosure

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

What You Need to Tell Us

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

What You Do Not Need to Say

You do not need to tell Us anything that:

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

What Will Happen If You Do Not Tell Us or NTI

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

9 When You Are Insured

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

10 Taxation Implications

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

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

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

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

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

11 Features

Policy Product 1 – Commercial Motor Vehicle

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

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

Under Our Policy Product 1 (Commercial Motor), We agree to provide indemnity in respect of any Motor Vehicle described in the policy schedule against loss and damage or liability arising out of an accident or theft.

Loss or damage

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

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

When your motor vehicle incurs loss or damage, We will, at our option, either:

- Repair, reinstate or replace the damaged parts of your motor vehicle and extras; or
- Pay the amount of the loss or damage; or
- Replace your motor vehicle,

up to the lesser of the market value of your motor vehicle or the sum it has been insured for.

We will pay the reasonable cost of protection and recovery of your motor vehicle to the nearest qualified repairer for the type of motor vehicle damaged.

Acts of Terrorism

If loss or damage occurs to your motor vehicle as a result of an act of Terrorism then We will pay for that loss or damage up to the market value of your vehicle, but if you insured for less than the market value, then We will pay only up to that sum insured.

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

Legal Liability

Your vehicle must be registered at all times. We also mean your motor vehicle which is exempt from registration, whilst being used on public roads or in public places and carrying a permit for such use. If your vehicle is unregistered then cover will not apply. We also do not give indemnity if your vehicle is registered in the Northern Territory.

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

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

if caused by You using your Motor Vehicle or by and during unloading merchandise onto or off your motor vehicle or by merchandise or equipment of your motor vehicle falling on, in or from your motor vehicle.

Our indemnity limit if you are carrying non-hazardous goods is the limit that You chose, which will appear in your policy schedule, or If You did not select a limit We will provide a limit of \$32,500,000.

If you cause a liability and that liability arose out of hazardous goods you were carrying (of the type indicated in our Policy Product 1 (Commercial Motor) at Section 2), then the indemnity is limited as follows:

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

Legal Costs

We will pay all costs and expenses incurred by you with our prior written consent in defence of any claim for which you are entitled to indemnify under the legal liability clause. The amount of indemnity is limited to the proportion that the indemnity limit under Section 2 of this Policy Product 1 bears to the total settlement or judgment amount.

Principal or Employer Indemnity

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

Recovery

We will pay the reasonable cost of protection and recovery of your motor vehicle to the nearest qualified repairer for the type of motor vehicle damaged, or place of safety following loss or damage covered by this Policy Product 1 (Commercial Motor).

Recovery of your motor vehicle does not extend to include salvage of the load carried at the time of the accident.

12 Additional Benefits

Automatic Inclusions

Any additional or replacement motor vehicle acquired during the currency of this Policy Product 1 (Commercial Motor), whether on a permanent or temporary basis, is automatically held to be covered under this Policy Product 1 (Commercial Motor) from the time you become legally responsible for it, provided such addition is notified within 30 days of acquisition, and the Motor Vehicle is of a like kind to those already insured by this Policy Product 1.

The Excess payable on the newly acquired motor vehicle shall be the same as the excess for a like and similar kind of Motor Vehicle currently insured by Policy Product 1 but an additional premium may be charged.

For a Motor Vehicle with a Market Value in excess of \$300,000 the Sum Insured under Section 1 of Policy Product 1 shall be limited to \$300,000. This applies until You request and We accept a higher limit thereon in writing.

Costs of Repatriating Driver

For an accident to or theft of your motor vehicle, We will pay the reasonable costs up to \$2,000 for returning your driver and any passengers to the point of departure, or their destination provided there is a valid claim and the loss occurred outside a radius of 100 kilometres from the point of departure.

Death away from home

If the driver dies in an accident covered by this policy We will contribute \$1,000 toward returning the deceased driver's body to a location within Australia designated by their next of kin. The accident must have happened more than 100 kilometres from the point of departure.

Finance Payout for Total Loss

Where certain types of vehicles are declared a Total Loss We will extend the indemnity to You to include the amount by which Your indebtedness under any lease, hire purchase or similar finance agreement in respect of such motor vehicle exceeds its Market Value, provided however that the vehicle is for business use.

It does not provide cover where loss or damage is caused directly or indirectly by theft and/or fire (other than fire as a result of impact damage).

The loss or damage must also be caused directly or indirectly by a peril covered under Section 1 of Policy Product 1 (Commercial Motor).

Cover does not extend to include any arrears, penalties or charges owing or payable.

This additional benefit shall in no event exceed in the aggregate the Sum Insured of Your Motor Vehicle specified in Your Policy Schedule which is subject to claim under Section 1 of Policy Product 1.

Furthermore, for this additional benefit to apply the vehicle subject to claim must be less than seven (7) years of age since first registration from new manufacture.

Repair Guarantee

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

Emergency Repairs

Without referral to Us You may carry out temporary repairs up to a limit of \$3,000 to return Your vehicle to a place of safety.

13 Circumstances where you are not covered

Our insurance is designed to provide protection for you in the event of something happening to your motor vehicle which has been insured against.

Under some circumstances this insurance policy will not provide any insurance cover to you. For example, if you deliberately damage your vehicle. It is important that you read the exclusions of the Policy in general together with those contained and specific to Policy Product 1 (Commercial Motor) so that you are aware of them.

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

- You have made a “proposal” or “declaration” to us for the insurance.
- You have paid the premium.

We will indemnify you provided:

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

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

- Any liabilities you cause using your vehicle whilst the vehicle is unregistered.
- Depreciation, wear and tear, mechanical or electrical or electronic breakdown failure malfunction or breakage, corrosion, faulty design or workmanship.
- Damage to your motor vehicle’s tyres by brake application, road cuts, punctures, bursts, blowouts or shredding of tread.
- Loss, damage, liability and/or compensation for damage caused to or by your motor vehicle whilst you consented to your motor vehicle being driven by a person who is under the influence of any drug or intoxicating liquor or in whose breath, blood, urine or oral fluid the level of alcohol or drugs is at or above the concentration where it is an offence to drive or be in charge of a motor vehicle under the law of the state or territory in which the incident occurs. If the driver refuses to take a breath test or blood test or provide a specimen or undergo a drug impairment assessment you will also not be covered.
- Engaging in racing, pacemaking, reliability trial, speed attempt or hill-climbing, burn out, stunt or test.
- Being used in an unsafe or un-roadworthy condition, unless such condition could not be readily detected by you.
- Theft of your motor vehicle or any parts of the motor vehicle:
 - by any person insured under this Policy
 - by any person to whom the motor vehicle is on hire under any agreement of encumbrance or lease.
- Using your motor vehicle to carry passengers for hire or hiring out or lending your vehicle to other(s).
- Being driven by any person (including you) who is not licensed or authorised to drive your motor vehicle under all relevant laws, by-laws and regulations, for the purpose for which it is being used, and whom you knew or ought reasonably to have known was not so entitled or authorised to do so by law.
- Theft or malicious damage by an employee, agent, director or subcontractor in relation to a real or alleged debt owed by you.

- War, hostilities, civil war, revolution, rebellion.
- Fraud by you or someone else.
- Climatic or atmospheric conditions or extremes of temperatures.
- Recklessness or reckless failure to comply with the law, codes of practice or recognised standards imposed by public authorities.
- Fines and penalties.
- Radioactive or chemical or biological contamination.
- Loss or damage to your motor vehicle or liability incurred or caused whilst it is underground or damage caused by flood whilst in an open cut mine.
- Liability incurred or caused when your motor vehicle is operated as a mechanical tool of trade (this does not apply to crane arms attached to your motor vehicle being used for the purpose of loading or unloading).
- Liability incurred or caused by operating your motor vehicle to lift/move property, where such motor vehicles use is a mobile crane.
- Any liability arising directly or indirectly by, through or from any aviation activity and/or any activity either within or on airport taxiways, parking stations, landing grounds, tarmac or the like, all known as airside, or any temporary landing ground. This exclusion does not apply to Section 1 of Policy Product 1 Commercial Motor.
- Liability arising out of any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

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

14 Significant Features

Loss or Damage

We will not pay any amount exceeding:

- The Market Value (which includes the Extras as defined in Policy Product 1 (Commercial Motor) but excludes GST. Note you may be entitled to a credit for any GST paid) at the time of loss or damage; or
- The sum insured (which includes the Extras) at the time of loss or damage, whichever is the lesser amount.

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

Market Value

You must insure for no less than 80% of the Market Value of your motor vehicle, otherwise We will pay that proportion of all loss or damage which the sum insured bears to 80% of the Market Value, as follows:

The Sum Insured divided by 80% of full current market share
Multiplied by
The Amount of loss
Equals
The Average calculation (not exceeding the sum insured)
We will deduct the applicable excesses from the Average calculation to obtain the Amount Payable.

Where your motor vehicle is a Total Loss (as defined in Policy Product 1 (Commercial Motor)) and insured for less than 80% of the Market Value, We will pay the sum insured.

Disclosure Obligations

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

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

Excesses

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

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

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

Excesses for being under 21 years or 23 years of age and/or inexperience in driving history also apply and are in addition to any base Excess. These are shown in the Conditions Section of Policy Product 1 (Commercial Motor).

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

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

Reasonable Care

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

Change of Circumstances

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

Change of Ownership

Where your motor vehicle is sold or transferred to new ownership, cover over that motor vehicle is cancelled from the time of the sale or transfer. We will refund premium for the unexpired cover for that motor vehicle.

Cancelling your policy

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

Hazardous/Dangerous Goods

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

A claim may be refused

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

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

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

15 Costs

How the Premium is Calculated?

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

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

16 Other Matters That May Affect The Cover We Offer You

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

17 General Insurance Code of Practice

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

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

If you are interested in obtaining more information about this important industry initiative, you can contact the Insurance Council of Australia or access the Code directly at www.codeofpractice.com.au.

Part B: Retail Motor Vehicle Product

Policy Product 1 of the NTI Transport Package Policy (This does not form part of the PDS)

INTRODUCTION

The Cover

Please note: NTI Transport Package is subject to common terms, definitions and exclusions as outlined in the booklet titled "NTI Transport Package Common Terms".

Subject to the following terms and conditions, this Policy Product 1 provides Cover for Your Motor Vehicle and Cover for Your liability to third parties for Personal Injury or Damage to Property arising out of the use of Your Motor Vehicle during the Period of Insurance.

Section 1 applies to the settlement of any Claim if Your Motor Vehicle is damaged or stolen during the Period of Insurance.

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

Section 3 provides Cover for legal costs incurred by You with Our prior written consent in defending a claim for which there is Cover under Section 2 of this Policy Product 1.

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

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

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

DEFINITIONS SPECIFIC TO ALL PARTS OF POLICY PRODUCT 1

WORD	MEANING
Accident	means an unintended, unforeseen, unlooked-for happening or mishap, which is not expected nor designed.
Another Person	means in this Policy Product 1, an individual or number of individuals other than: <ul style="list-style-type: none">You or any of Your relatives who ordinarily reside with You, or with whom You ordinarily reside;a person who is one of Your business partners or employees acting as same;where You are a firm or corporation, a person who is a business partner, director, or employee of the firm or corporation.
Damage to Property	means physical damage to or destruction of tangible property including the loss of use thereof at any time resulting therefrom.
Market Value	means the value of Your Motor Vehicle exclusive of GST immediately prior to the Accident using market prices and taking into consideration the age, specifications and condition of Your Motor Vehicle.
Personal Injury	For the purposes of this Policy Product means bodily injury, death, sickness, disease, shock, fright, mental injury or mental anguish.
Total Loss	means where We have assessed that Your Motor Vehicle is destroyed or so damaged as to cease to be a Motor Vehicle.

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

IMPORTANT NOTICE

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

(For any claim relating to loss or damage as a result of Terrorism, see Section 6 of this Policy Product 1.)

What You are insured for in Section 1 of Policy Product 1

Subject to the terms applicable to this Policy Product 1 and payment of any applicable Excess We **will pay**, as a result of an Accident or theft occurring during the Period of Insurance, for:

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

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

SETTLEMENT CLAUSE

How we will settle your claim:

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

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

however where the owner of the Motor Vehicle (or their descendant or relative) incurs injury directly from the Accident that results in fatality, then We herewith provide the option to Total Loss Your Motor Vehicle, but in all circumstances, We **will not pay** any amount exceeding;

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

whichever is the lesser amount.

New vehicle replacement

Where Your Motor Vehicle is:

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

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

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

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

whichever is the lesser amount.

- (b) a sedan, station sedan, coupe or utility which becomes a Total Loss within twelve (12) months of the commencement date of the original registration, then We will replace Your Motor Vehicle with a new one (excluding on road costs) of the same make, model or series (subject to availability) or at Our option pay the equivalent cash amount of such replacement.

LIMIT OF COVER

We **will not pay** more than the Sum Insured specified in Your Policy Schedule at the time of loss, for any one Accident or theft.

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

RECOVERY

In addition We **will pay** the reasonable cost of protection and recovery of Your Motor Vehicle to the nearest qualified repairer for the type of Motor Vehicle damaged, or nearest place of safety following loss or damage covered by this Policy Product 1.

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

SECTION 2: LEGAL LIABILITY TO THIRD PARTIES

IMPORTANT NOTICE

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

SPECIFIC DEFINITION THAT APPLIES ONLY TO SECTION 2 OF POLICY PRODUCT 1

The **Motor Vehicle** definition is amended to also mean Your registered Motor Vehicle.

COVER

What You are insured for in Section 2 of Policy Product 1

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

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

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

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

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

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

PART 1 – Non Dangerous goods carrying liability

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

Removal of Non Hazardous Debris

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

PART 2 – Hazardous / Dangerous goods carrying liability

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

(A) Hazardous / Dangerous Goods Carrying Liability

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

Class 1	explosive substances or articles
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

(B) Hazardous/Dangerous Goods Clean up

Within the Limit of Indemnity for Part 2 of Section 2 of this Policy Product 1, We will indemnify You for the costs, charges & expenses incurred by or on behalf of a public authority for the cleaning up and removal of an escape of contained hazardous/ dangerous goods as a result of an Accident.

Where costs, charges & expenses have also been incurred by or on behalf of a public authority for the cleaning up and removal of Your load as a result of an Accident and, after settlement of any claim by You under any applicable Cargo Transit or Carrier’s Liability Insurance over Your load for removal of Your load, there remains an amount in excess of that settlement (excess loss amount) in respect of which You still incur a loss, then We will pay any excess loss amount within the Limit of Indemnity for Part 2 of Section 2 of this Policy Product 1.

SPECIFIC CLAIM CONDITION THAT APPLIES ONLY TO SECTION 2 OF POLICY PRODUCT 1

Medicare Notification

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

SPECIFIC EXCLUSIONS THAT APPLY ONLY TO SECTION 2 OF POLICY PRODUCT 1

We will not pay:

- 1. Property in Your physical or legal control**
 - (a) if the property damaged is owned by You;
 - (b) if the property damaged is in Your physical or legal control but if such property damage is to property leased or rented by You as Your business premises We will pay up to \$100,000 for any one Accident, unless otherwise insured by You under an Industrial Special Risks or Fire and Perils insurance policy.
 - (c) for any liability for loss of use arising out of or from loss or damage to any property in Your physical or legal control.
- 2. Delivery or Collection Away from the Motor Vehicle**

for any liability occurring, whilst merchandise is being delivered or collected away from your Motor Vehicle, including beyond the limits of a carriageway or thoroughfare declared a designated road.
- 3. Motor Vehicle Liability**
 - (a) for any claim for Personal Injury;
 1. caused by or arising directly or indirectly out of or in any way connected with the ownership, possession, operation, driving or use by You of any Motor Vehicle:
 - (i) where You or any person using Your Motor Vehicle has or is entitled to be indemnified wholly or partially by any compulsory statutory insurance scheme or accident compensation scheme; or
 - (ii) where You or any person using Your Motor Vehicle would have been entitled wholly or partially to be indemnified by any compulsory statutory insurance scheme or accident compensation scheme but as a result of the failure to register or insure Your Motor Vehicle or comply with a term or condition of such a scheme such indemnity has been refused.

2. arising out of or in any way connected with a defect in Your Motor Vehicle (or in a Motor Vehicle) but if Your Motor Vehicle is a Queensland registered Motor Vehicle only if the defect causes loss of control whilst it is being driven.
 3. arising out of the use of Queensland registered Mobile Plant, and the Personal Injury occurs whilst such Mobile Plant is on land not designated as:
 - (i) a road according to law; or
 - (ii) a public place.
 4. arising out of the use of a Queensland or New South Wales registered trailer whilst that trailer is being towed by a Motor Vehicle or is running out of control having become detached accidentally from such Motor Vehicle at the time the Personal Injury occurs.
 5. arising out of the use of or in connection with Your Motor Vehicle, if Your Motor Vehicle is registered in the Northern Territory.
- (b) for any amount:
- (i) which is in excess of or below any monetary or other limitations or threshold amount imposed by law, or
 - (ii) which by operation of law is otherwise not covered.
- 4. Employers' Liability**
- for:
- (a) any liability for Personal Injury for which insurance against such liability (whether the insurance is limited in amount or not) is required pursuant to any workers' compensation, accident compensation or similar legislation in respect of Personal Injury to an employee or a person deemed to be Your employee by such legislation;
 - (b) any liability to any person for Personal Injury arising out of, or sustained in the course of, the employment of such person by You in Western Australia;
 - (c) any other liability imposed by the provisions of:
 - (i) any workers' compensation, accident compensation or similar legislation, or
 - (ii) any industrial award or agreement or determination or any contract of employment or workplace agreement.
 - (d) any claim, including loss of consortium, in respect of or arising out of, the death of or bodily injury to any employee of Yours (which expression includes any person engaged under a contract of service or apprenticeship with You) where same arises out of or in the course of the person's employment with You.

SECTION 3: LAW COSTS

We agree that by giving Our prior written consent for You to defend any claim for which You would be indemnified under Section 2 of this Policy Product 1, You will be **entitled to reimbursement** of all costs and expenses, in the proportion that the applicable limit insured under Section 2 of this Policy Product 1 bears in relation to the total amount required to settle the claim or discharge the judgment for damages.

SECTION 4: PRINCIPAL OR EMPLOYER INDEMNITY

We **will indemnify** under Sections 2 & 3 of this Policy Product 1 Your employer or any person who as principal has engaged You under contract in respect of damages which You cause (and for which You are liable at law) arising out of the use of Your Motor Vehicle during the Period of Insurance whilst being used on their behalf.

SECTION 5: ADDITIONAL BENEFITS

AUTOMATIC INCLUSION OF ADDITIONAL VEHICLE

Any additional and/or replacement Motor Vehicle acquired during currency of this Policy Product 1, whether on a permanent or temporary basis, is automatically held covered under this Policy Product 1 from the time You become legally responsible for it, provided such addition is notified within 30 days of acquisition, and the Motor Vehicle is of a like and similar kind to those already insured by this Policy Product 1.

The Excess payable on the newly acquired Motor Vehicle shall be the same as the Excess for a like and similar kind of Motor Vehicle currently insured by this Policy Product 1 but an additional premium may be charged.

For a Motor Vehicle, with a Market Value in excess of \$300,000, the Sum Insured under Section 1 of this Policy Product 1 shall be limited to \$300,000. This applies until You request and We accept a higher limit thereon in writing.

COST OF REPATRIATING DRIVER

We will pay the reasonable cost up to \$2,000 for returning Your driver (and passenger if applicable) to the point of departure or, at Your option, the driver's destination following an Accident or theft of Your Motor Vehicle, provided;

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

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

DEATH AWAY FROM HOME

If the driver of Your Motor Vehicle dies in an Accident covered by Your Policy Product 1, and the Accident occurs outside a radius of 100 kilometres from the point of departure, then We will pay up to \$1,000 toward the transportation of the deceased to a location within Australia nominated by the deceased's next of kin.

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

FINANCE PAYOUT FOR TOTAL LOSS

Where the class number attached to Your Motor Vehicle as specified in Your Policy Schedule begins with 3B (where Your Vehicle carrying capacity is 3.5 tonne or greater), 3C, or 3D, or 3E, and that Motor Vehicle has been declared as a Total Loss, We will extend the indemnity to You to include the amount by which Your indebtedness under any lease, hire purchase or similar finance agreement in respect of such Motor Vehicle exceeds its Market Value, provided however that:

1. The indemnity provided by this additional benefit shall only apply to any lease, hire purchase or similar finance agreement in respect of such Motor Vehicle which is or might reasonably be expected to be used by You for the purpose of a business carried on by You where the whole or the greater part of the amount payable under such lease, hire purchase or similar finance agreement is or might reasonably be expected to be a loss or outgoing necessarily incurred in carrying on the business;
2. This additional benefit shall not in any event provide Cover where loss or damage is caused directly or indirectly by theft and/or fire, other than fire as a result of impact damage;

3. This additional benefit shall not in any event provide Cover where loss or damage is caused directly or indirectly by a peril, other than those insured under Section 1 of this Policy Product 1;
4. The Cover provided by this additional benefit shall not extend to include any arrears, penalties or charges owing or payable under any lease, hire purchase or similar finance agreement;
5. Our liability under this additional benefit and Section 1 of this Policy Product 1 shall in no event exceed in the aggregate the Sum Insured for Your Motor Vehicle specified in Your Policy Schedule which is the subject of Your claim under Section 1 of this Policy Product 1;
6. This additional benefit shall not in any event provide Cover where Your Motor Vehicle specified in Your Policy Schedule which is the subject of Your claim under Section 1 of this Policy Product 1 is greater than seven (7) years of age since first registration from new manufacture.

REPAIR GUARANTEE

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

EMERGENCY REPAIRS

You may carry out temporary repairs to a limit of \$3,000 without referral to Us, to return Your Vehicle to a place of safety.

SECTION 6: TERRORISM LOSS OR DAMAGE

General Exclusion 3 **does not apply** to this Section 6 of Policy Product 1.

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

How We settle Your claim

We will, at Our option, either;

- (1) repair, reinstate or replace the damaged parts of Your Motor Vehicle and Extras, or
- (2) pay the amount of the loss or damage, or
- (3) replace Your Motor Vehicle.

We **will not pay** any amount exceeding the Market Value (which includes the Extras) of the Motor Vehicle at the time of the loss or damage covered by this section.

If You have not insured up to the Market Value then We will pay the sum You have insured up to.

We **will not pay** more than \$2,500,000 in aggregate under this Section 6 of Policy Product 1 for loss or damage to Your Motor Vehicles insured by Us, arising out of the same act of Terrorism.

EXCLUSIONS THAT APPLY TO ALL SECTIONS OF POLICY PRODUCT 1

We **will not pay** for;

1. Deterioration

Loss or damage to Your Motor Vehicle due to:

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

2. Tyre Damage

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

3. Liability Under Agreement

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

4. Driving under the influence of drugs and alcohol

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

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

However this exclusion will not apply if:

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

5. Racing/Testing

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

6. Exceeding Limits

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

- (i) it is carrying, lifting, hauling, or towing, any load; or
- (ii) it is being operated in a manner:
 - that exceeds,
 - (a) the limits for which Your Motor Vehicle, was designed, constructed, registered or licensed (whichever is the lesser); or
 - (b) the weight that is permitted by law, by-law, regulation, permit or advisory sign; or
 - (c) the dimension (including height) that is permitted by law, by-law, regulation, permit or advisory sign;

7. Vibration

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

8. Unroadworthy/Unsafe Vehicles

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

9. Unlicensed or unauthorised drivers

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

10. Hire, fare or reward

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it is being used for the conveyance of passengers for hire fare or reward. If Your Motor Vehicle is a bus and liability is for loss or damage to the property of passengers in or on Your Motor Vehicle, or entering or exiting therefrom, or about to do so, then it is not covered by this Policy Product 1.

11. Hire, lease or loan to a third party

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

12. Fuel system compliance

Loss or damage to Your Motor Vehicle or liability incurred:

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

13. Illegal alterations or modifications

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

14. Dual or multilifting operations

Loss or damage to Your Motor Vehicle or liability incurred or caused whilst it is being used in a lifting operation where Your Motor Vehicle is a lifting device and the load being lifted is shared between Your lifting device and any other lifting device or devices owned by You or any other party.

15. Theft during/after a fire or accident

Loss by theft during or after the occurrence of a fire, or following an Accident unless and until such steps as are reasonable and practicable have been taken to ensure the safety of the Motor Vehicle and all other property the subject of Cover under this Policy Product 1.

16. Theft

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

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

17. Lawful Seizure

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

18. Voluntary parting with possession

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

19. Connivance

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

20. Underground

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

21. Your Consequential Loss

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

22. Drill/Shaft Bit

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

23. Passenger vehicles driven by under 21 year olds

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

24. Radius of operation

Loss or damage to Your Motor Vehicle or liability incurred or caused to or by Your Motor Vehicle whilst Your Motor Vehicle is being operated on an Out of Radius Journey,

Provided that this Exclusion shall not apply if:

- (a) (i) You prove that Your Out of Radius Journey was a one-off event that was not part of Your normal operations; and
- (ii) We have requested and You have supplied to Us within 30 days of Our request Your records of all journeys on which all Motor Vehicles described in Your Policy Schedule have been operated for such period as We shall at our discretion require; and
- (iii) You pay an additional Excess of \$10,000 in addition to the standard Policy Excess shown in Your Policy Schedule;

or

- (b) We have approved Your Out of Radius Journey prior to its commencement and You have agreed:
 - (i) to pay Us such an additional amount of premium as We shall notify to You; and
 - (ii) to be bound by such further terms, conditions and exclusions as We shall notify to You prior to the commencement of Your Out of Radius Journey, including but not limited to an additional Excess in addition to the standard Policy Excess shown in Your Policy Schedule and an age restriction for the driver nominated to undertake the Out of Radius Journey,

“Out of Radius Journey” for the purposes of this exclusion only is a journey where any part of the destination is or was in excess of the nominated radius from Your base of operations specified in Your Policy Schedule for the Motor Vehicle concerned.

25. Tool of Trade

Liability incurred or caused by excavating, digging, grading, drilling, spraying, scraping, pumping, vacuuming, suction, lifting, or like circumstance, when Your Motor Vehicle is operated as a mechanical tool of trade. However this exclusion will not apply where a crane arm attached to Your goods carrying Motor Vehicle is used for the purpose of loading or unloading (as per the Cover clause of Section 2 of Policy Product 1), but excludes any liability to merchandise attached to such crane arm.

26. Mobile Crane

Liability incurred or caused by operating Your Motor Vehicle to lift/move property, where such Motor Vehicle's sole use is as a mobile crane.

27. Aviation Activities

Any liability arising directly or indirectly by, through or from any aviation activity and/or any activity either within or on airport taxi-ways, parking stations, landing grounds, tarmac or the like, all known as airside, or any temporary landing ground. This exclusion does not apply to Section 1 of this Policy Product 1.

28. Climatic/atmospheric conditions

Loss or damage to Your Motor Vehicle or liability incurred or caused by climatic or atmospheric conditions or extremes of temperature unless such loss or damage is otherwise the subject of Cover under this Policy Product 1.

29. Asbestos

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

CONDITIONS THAT APPLY TO ALL SECTIONS OF POLICY PRODUCT 1

1. Territorial Limits

Your Motor Vehicle must only be within the Commonwealth of Australia or being transported by vessel between ports within its territorial waters for Cover under this Policy Product 1 to apply.

2. Average/Underinsurance

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

The Sum Insured divided by 80% of the full current Market Value
Multiplied by
The amount of loss
Equals
The average calculation (not exceeding the Sum Insured)

We will deduct the applicable Excesses from the average calculation to obtain the amount payable by Us

Where Your Motor Vehicle is a Total Loss and insured for less than 80% of its Market Value, We will pay the Sum Insured.

3. Reasonable Care

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

- (a) to maintain Your Motor Vehicle, machinery, implements and everything used in Your business in proper repair and sound condition;
- (b) to prevent Personal Injury or Damage to Property.

4. Change of ownership

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

5. Marine (General Average) Clause

Where Motor Vehicles insured by Section 1 of Policy Product 1 are transported by sea between any places in the Commonwealth of Australia, the Marine “General Average” Clause will apply as follows.

“General Average and Salvage Charges shall be payable according to Foreign Statements or to York – Antwerp Rules if in accordance with the contract of affreightment.”

6. Excess Conditions

- (a) Excess:

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

For the purpose of clarity where a motorised vehicle is towing a trailer and that trailer under tow impacts and causes Damage to Property, for which a claim is accepted, then the Excess applicable to the claim shall be that Excess applicable to the motorised vehicle that caused such trailer's movement.

(b) **Age &/or Inexperienced Driver / Operator Excess:**
Where Cover is granted under this Policy Product 1 and the driver or person in charge of the Motor Vehicle is one of the following persons, an additional Excess shall apply as indicated below.

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

In the event of an Accident whilst the tipping hoist located on Your Motor Vehicle is extending, extended or retracting, an additional excess of 100% of the Excess applicable to either prime mover or trailer (whichever damaged) shall apply. In the event of damage to both units, the additional excess shall be 100% of the trailer Excess.

Excesses as nominated and quantified in 6(a), (b) and (c), shall be cumulative, and shall apply within and in reduction of the applicable settlement/Limit of Indemnity of this Policy Product 1.

7. Claims responsibilities that apply to all sections of Policy Product 1

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

- (a) You must not authorise any repairs without Our consent;
- (b) Where You claim for repairable loss, We shall be liable only for the actual cost of (and shall have the option of) repairing, re-building or, if necessary, replacing the parts damaged or destroyed. Where Your Motor Vehicle is within two years of its original registration after new manufacture, then We will supply only new parts where available unless agreed otherwise with You. For older vehicles, We will supply only genuine original equipment manufacturer parts where available. If they are not available then at Our discretion We will supply after market parts;

(c) **Where You claim for Total Loss:**

- (i) We will declare Cover for Your Motor Vehicle as totally expended and will cancel Your Motor Vehicle which is subject to a Total Loss from Your Policy Schedule without refund of premium;
 - (ii) You must transfer the title and interests in Your Motor Vehicle to Us and We shall be entitled to dispose of the remains and retain the proceeds of that disposal;
 - (iii) You must pay Us the balance of the annual premium that remains outstanding for Your Motor Vehicle that is the subject of a Total Loss prior to claim settlement, by way of direct payment or deduction from the claim amount;
 - (iv) In the event of theft of Your Motor Vehicle or any part thereof, where Your Motor Vehicle or any such stolen parts are not recovered, We will only make payment available (except at Our discretion) after the expiration of 90 days from the date of discovery of the theft of Your Motor Vehicle or any such stolen parts.
- (d) Where theft occurs and Your stolen Motor Vehicle or any stolen parts are recovered prior to any payment of claim, You must take back Your Motor Vehicle or any such stolen parts if We require You to do so. We will pay for any damage done to Your Motor Vehicle or any such stolen parts thereof by the thief or thieves as a result of the theft.

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

NTI Transport Package Policy

Common Terms

General Definitions, Conditions, Claims Responsibilities & Exclusions that apply to each Policy Product

Definitions

Class 9a or 9b or 9c or 9d type vehicle

means those Motor Vehicles described in Your Policy Schedule for Policy Product 1 Commercial Motor with the designated class number 9a or 9b or 9c or 9d but does not include buses, registrable goods carrying vehicles and trailers, motor cycles, cars and the like.

Cover

means the benefit and protection provided by each type of Policy Product specified in Your Policy Schedule.

Excess

means the amount specified in Your Policy Schedule You must pay as the first part of any claim unless otherwise stated under the provisions of any applicable Policy Product.

GST

has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999*.

Headings

when used in Your Policy, are purely descriptive in nature and are not intended to be used for interpretative purposes.

Input Tax Credit

has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999*.

Insurance Proposal

means the particulars of insurance completed by You, as Your application for insurance, and submitted to Us either in writing or electronically on which We rely to determine whether to provide You with a Policy, and if so, upon what terms and conditions.

Limit of Indemnity

means the amount(s) specified in Your Policy Schedule as the maximum amount up to which We will protect You for Your liabilities, subject to the application of any Excess.

Mobile Plant

means a Motor Vehicle known as a backhoe, bulldozer, endloader, forklift, industrial crane or hoist, other mobile machinery/equipment or agricultural implement.

Motor Vehicle(s)

means:

- any type of machine designed for use on land only, but not a tramway vehicle, a railway vehicle or a hybrid vehicle whilst used on rails; or
- a trailer; or
- a non motorised machine or implement, described in Your Policy Schedule.

National Transport Insurance

means the joint venture of the following insurers in the proportions shown:

- CGU Insurance Limited: ABN 27 004 478 371; AFSL 238291 – 50%
- Vero Insurance Limited: ABN 48 005 297 807; AFSL 230859 – 50%

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

Policy

means this document, Your Policy Schedule, the Policy Products, the Insurance Proposal, any declarations and statements You make to Us and any other notice We give You in writing, all to be read together.

Policy Product

means each type of Cover contained in this document. The Policy Products which apply to You are specified in Your Policy Schedule.

Policy Schedule

means the most current insurance details and attachments to them, issued to You by Us. It sets out Your Policy number, the Policy Products applying, Excess and any special conditions, endorsements and limits which apply to Your Policy.

Period of Insurance

means the period between and includes the dates in Your Policy Schedule shown as "Insured From/To" during which We provide insurance under Your Policy.

Your Policy expires on the date specified in Your Policy Schedule as the "to" date at 4.00pm Local Standard Time (L.S.T.) of the State or Territory within the Commonwealth of Australia in which Our office issuing Your Policy is located.

Sum Insured

means the amount(s) specified in Your Policy Schedule which will be the maximum amount We will pay, subject to the application of any Excess.

Terrorism

means an act, including but not limited to the use of force or violence (or the threat of force or violence), of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

We/Our/Ours/Us

means National Transport Insurance through its manager NTI Limited:

- ABN 84 000 746 109; AFSL 237246.

You/Your/Yours

means the client named in the Policy Schedule whose place of residence or if a company, whose place of incorporation, is within Australia or its external territories.

Conditions

1. Your Duty Of Disclosure

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

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

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

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

2. Due Observance

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

3. Cancellation

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

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

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

We may cancel only when the law allows Us to do so, and We will allow three business days notice for You to seek alternative insurance or as otherwise required under the *Insurance Contracts Act 1984*.

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

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

4. Goods and Services Tax

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

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

Despite the other provisions of this insurance (including provisions in the wordings, Your Policy Schedule or any endorsement) Our liability to You will be calculated taking into account any Input Tax Credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition; and If the Sum Insured is not sufficient to cover Your loss, We will only pay any GST (less any relevant Input Tax Credit) that relates to Our proportion of Your loss.

5. Government Taxes And Duties

You must pay all levies, taxes, imposts and/or charges, including but not limited to stamp duty and other similar charges which may be payable to or required to be paid to any government in Australia whether acting through any agency, instrumentality or otherwise in relation to Your Policy.

6. Change Of Circumstances

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

7. Law & Jurisdiction

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

8. Notices

Where there is more than one of You, any notice given by Us under Your Policy to any one of You will be deemed to be notice given to all of You.

9. Other Insurances

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

10. Causing Or Contributing To Loss

We may refuse to pay a claim, or may reduce the amount payable under a claim to the extent that Your breach of any condition of Your Policy causes or contributes to loss, damage or liability or prejudices Our interests or rights, in respect of that claim.

11. Reasonable Care

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

- (a) to prevent loss or damage to and ensure the safety of any item or thing which is the subject of the Cover provided under any Policy Product of Your Policy;

- (b) to employ only competent employees;
- (c) to comply with all statutory obligations and by-laws or regulations and recognised standards imposed by any public authority;
- (d) to prevent Personal Injury or Damage to Property.

12. Subrogation

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

13. Right of Recovery

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

14. Other Interested Parties

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

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

If any financier has an interest in any Motor Vehicle insured under Policy Product 1 Commercial Motor and We elect to settle Your claim by cash payment, We reserve the right to pay all or part of the proceeds to the financier. Any payment to a financier will satisfy Our obligations to You under Policy Product 1 Commercial Motor for the amount paid.

Claims Responsibilities

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

1. take all reasonable measures to avoid or minimise any further loss damage, liability or expense;
2. not make any admission, offer, promise, payment or indemnity without Our written consent;
3. tell Us all the details of the loss immediately either by submission of a claim form or by providing the information required by **NTI AccidentAssist**, and in no case more than 30 days after the loss damage, liability or expense occurred. This information should be provided to Us with any written documentation, for example, a letter of demand from a claimant, a writ, summons or process received from any third party claimant. The obligation to provide this information is ongoing;
4. pay the Excess to Us at the time of lodgement of claim;
5. give Us all information and assistance We require in the prosecution, defence or settlement of any claim or any action or any claim made by You for benefits under Your Policy;
6. notify Us of any other insurance that also provides insurance for any claim under Your Policy;
7. in the event of loss caused by burglary, theft and/or malicious damage, notify the police immediately and provide to them all assistance to apprehend the offending party;
8. not make any false declaration or statement in support of any claim under Your Policy;

9. allow Us to exercise our rights to possession of the damaged or recovered property where We have paid Your claim.

When You claim under this Policy;

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

Exclusions

We **will not** pay:

1. War

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

2. Radioactive Contamination, Chemical, Biological, Bio- Chemical and Electromagnetic Weapons

if the loss, damage, liability or expense is directly or indirectly caused by or arising from:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

3. Terrorism

for loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

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

4. Fines & Penalties

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

5. Avian Influenza and Infectious Disease

for loss, damage, liability or expense arising directly or indirectly or caused by or arising from:

- (a) Avian Influenza, including all virus sub-types;
- (b) Bird Flu and/or Avian Flu;
- (c) any disease directly or indirectly caused by or in connection with negatively stranded RNA virus or viruses belonging to the Influenza A genus of the family: Orthomyxoviridae;
- (d) the infection of property, humans, animals or other living creatures by infectious matter, or the spreading or releasing thereof, by You, whether accidentally, knowingly, wilfully, maliciously or otherwise;
- (e) any losses caused by quarantinable disease listed in the Australian Quarantine Act 1908 or similar, unless Your claim is made under Section 1 of Policy Product 1 Commercial Motor.

6. Fraudulent, Wilful & Deliberate Acts

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

7. Reckless Conduct

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

Stamp Duty

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

<p style="text-align: center;">ACT STAMP DUTY PAID UNDER STAMP ACT, 1894 – 1990</p>
<p style="text-align: center;">SOUTH AUSTRALIA STAMP DUTY PAID UNDER SECTION 42A OF STAMP DUTIES ACT, 1923</p>
<p style="text-align: center;">NEW SOUTH WALES DUTY PAID, DUTIES ACT 1997</p>
<p style="text-align: center;">TASMANIA DUTY PAID, DUTIES ACT, 2001</p>
<p style="text-align: center;">NORTHERN TERRITORY DUTY PAID UNDER NORTHERN TERRITORY TAXATION (ADMINISTRATION) ACT</p>
<p style="text-align: center;">VICTORIA DUTY PAID, DUTIES ACT, 2000</p>
<p style="text-align: center;">QUEENSLAND DUTY PAID, DUTIES ACT 2001</p>
<p style="text-align: center;">WESTERN AUSTRALIA STAMP DUTY PAID UNDER SECTION 92 OF STAMP ACT, 1921</p>



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

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