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Product Disclosure Statement (PDS) and Policy Wording

The insurer of this product is:
Wesfarmers General Insurance Limited ABN 24 000 036 279
AFS Licence No. 241461, trading as Lumley Insurance

PDS Preparation Date: 1 July 2009

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IMPORTANT CUSTOMER INFORMATION

About Our Product Disclosure Statement (PDS) and Policy Wording

This document is our PDS and Policy Wording. It contains important information to help You understand the cover provided by Our Heavy Vehicle Motor Insurance product.

Before You decide whether to purchase this product, You need to read this document carefully to understand its features and benefits.

You should read:

- this Important Customer Information part - it contains information on important matters You need to be aware of before applying for this product,
- the Policy which details the terms and conditions of this product,
- any other documents We provide to You about this product which may change the standard cover.

Our Heavy Vehicle Motor Insurance

This product has been specifically designed for road transport operators with drivers employed in Your business. If You are an owner-driver road transport operator We have a specific product tailored to suit Your needs (refer Our 'Owner Driver Heavy Vehicle Insurance PDS263).

This product can be customised to meet Your needs and can include sedan, light commercial vehicles which are also utilised in Your business.

Applying for Cover

We distribute Our products through registered insurance brokers. Contact Your insurance broker to arrange for quotation terms on Your behalf. Your insurance broker can help tailor cover to best suit Your needs. We will use the information supplied by Your insurance broker to decide the terms of cover We will offer to provide.

If You decide to accept the quotation terms provided by Us, We will issue Your insurance broker with a Schedule. The Schedule will contain important information relevant to Your insurance including the Period of Insurance, the premium, details of Your Vehicle(s), the Excess(es) that will apply and whether any standard terms have been varied by way of endorsement.

Before expiry We will send Your insurance broker a renewal notice which states whether We will offer to renew and on what terms.

Summary of Cover

Section 1 – Cover for Your Vehicle – this provides You with cover for most types of Loss to Your Vehicle occurring within Australia during the Period of Insurance up to the Sum Insured or Market Value, whichever is the less.

Section 2 – Liability to Third Parties – this provides You (and certain other persons) with cover for legal liability for loss or damage to someone else's property, and in certain circumstances bodily injury, as a result of an accident arising out of the use of Your Vehicle within Australia during the Period of Insurance up to the limit of liability.

Each of these Sections has 'Included Benefits' and 'Specific Exclusions' applying (refer to each of these Sections in the Policy for details).

IMPORTANT CUSTOMER INFORMATION (continued)

'General Extensions' apply to both Section 1 and Section 2 to extend the available cover without increasing the specified limits in the Policy (refer to 'General Extensions' in the Policy for full details).

'General Exclusions' apply to both Section 1 and Section 2 and detail the events that We will not cover You for (refer to 'General Exclusions' in the Policy for full details).

'General Conditions' apply to both Section 1 and Section 2 and detail Your obligations which You must comply with to make a valid claim (refer to 'General Conditions' in the Policy for full details).

You need to make sure that You are satisfied with the extent of cover provided by this product. If not, You should discuss with Your insurance broker.

If You do not elect to insure Your Vehicle(s) for its(their) full value at the time cover is issued, You may have to bear the uninsured proportion of any loss or liability (refer to 'General Conditions' 7 in the Policy for details).

We only provide cover up to the amount(s) and limit(s) specified in the Policy and subject to all of its other terms, conditions and exclusions (refer to the Policy for details of the basis on which We settle any valid claim).

Goods & Services Tax (GST)

Any claim settlements, up to the total of all amounts insured, will exclude GST. However, if there is a shortfall between the GST component of Your claim and the amount of input tax credit to which You are entitled, We will pay this shortfall in addition to the claim settlement.

Excess

An Excess is the part of a claim You must contribute and is payable for each and every claim covered by the Policy. The basic Excess is shown in the Schedule and You may have to pay additional Excesses in certain circumstances (refer to 'General Conditions' 2 in the Policy for details).

Premium

The insurance provided is subject to Your payment or agreement to pay the premium to Your insurance broker within an agreed time (refer to Your insurance broker for details).

In order to calculate the premium, various factors are considered, including the:

- type and value of Vehicle(s);
- 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;
- 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.

IMPORTANT CUSTOMER INFORMATION (continued)

Burning Cost Premium Adjustment (where applicable)

In the event that You do not renew the Policy for a further 12 months, the minimum premium returned to You at expiry of the Policy, will not be more than 10% of the deposit premium paid. Adjustments may be made quarterly, or as claims occur, unless otherwise noted in the Schedule, but no more than 90 days after expiry of the Policy.

Claims Experience Discount (where applicable)

In the event that You do not renew the Policy for a further 12 months, You will not be entitled to any premium rebate in respect of a claims experience discount or profit share.

The Duty of Disclosure

Before You enter into the Policy with Us, You have a duty under the *Insurance Contracts Act 1984 (Cth)* to disclose to Us anything that You could reasonably be expected to know is relevant to Our decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate the Policy.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or, in the ordinary course of business, ought to know; and
- as to which compliance with Your duty is waived by Us.

If You fail to comply with the duty of disclosure, We may reduce our liability under the Policy in respect of a claim or may cancel the Policy.

If the non-disclosure is fraudulent, We may treat the Policy as if it never existed and pay nothing.

How to Make a Claim

In the event of an incident occurring in respect of which You wish to make a claim under the Policy, contact Your nearest Lumley Insurance office (refer contact details on page 1), or Your insurance broker, or Our 24 Hour Accident Assist line on 1800 652 256.

Claim forms are available from Our website at www.lumley.com.au.

Please refer to the Claim Procedure contained in the General Conditions section of the Policy.

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.

Confirming Transactions

You may contact Us, in writing or by phone, to confirm any transaction under the Policy if You or Your insurance broker do not already have the required Policy confirmation details.

IMPORTANT CUSTOMER INFORMATION (continued)

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self regulatory code for use by insurers. The Code aims to raise the standards of practice and service in the insurance industry. We are a signatory to the Code of Practice. If You require further details please contact Your nearest Lumley Insurance office and ask for the Compliance Manager or visit Our website at www.lumley.com.au.

Complaints Procedure

If You have a complaint please write to Us stating what You disagree with and why.

We will then either resolve or attempt to resolve Your complaint immediately or refer the matter to Our Internal Dispute Resolution Committee (IDRC).

If You are not satisfied with a decision by the IDRC, the matter may be referred to an independent alternate dispute resolution body, the "Financial Ombudsman Service (FOS)" provided it falls within their jurisdiction.

Privacy

We are bound by the National Privacy Principles (NPPs) and comply with the *Privacy Act 1988 (Cth)*. We are committed to ensuring that all our business dealings comply with the NPPs and acknowledge the importance of keeping personal details for individuals confidential and secure.

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling.

We disclose personal information to reinsurers, insurance intermediaries, insurance reference bureaus, credit reference agencies, Our and Your advisers and those involved in the claims handling process, for the purposes of assisting Us and them in providing relevant services and products, and for the purposes of litigation. We limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which we supplied it. By providing personal information to Us or Our agent, You consent to Us making these disclosures.

Without this information, We may not be able to provide You with the services You require.

When You give Us personal information about other individuals, We rely on You to have made or make them aware that You will or may provide their information to Us and the types of third parties We may provide it to, the relevant purposes We and the third parties will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant information.

If You require a copy of Our Privacy Statement, the full Privacy Policy, or further information, please contact Your nearest Lumley Insurance office and ask for the Compliance Manager or visit our website at www.lumley.com.au.

Updating Our PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will provide Your insurance broker with a new PDS or a supplementary PDS to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this product, a paper copy will be available free of charge upon request, by contacting Your insurance broker or by contacting Us using the contact details on page 1 of this PDS.

THE POLICY

Definitions

In the Policy some words have a special meaning (whether expressed in the singular or plural):

"You" and "Your" means the insured named in the Schedule.

"We", "Us", "Our" and "Lumley Insurance" means Wesfarmers General Insurance Limited ABN 24 000 036 279, trading as Lumley Insurance.

"Loss" means sudden physical loss, damage or destruction to Your Vehicle caused by an unexpected event not otherwise excluded.

"Policy" means this document, the Schedule and any other notice We give You in writing. Together they form The Agreement.

"Schedule" means the attachment which forms part of the Policy and shows the Policy number, together with the details of Your cover. It includes Your most recent renewal confirmation where applicable.

"Period of Insurance" means the period shown in the most recent Schedule or a subsequent period for which the Policy has been renewed.

"Vehicle" means the motor vehicle(s) or trailer(s) described in the Schedule including tools, or other accessories or appliances that are declared by You in the proposal form, whilst attached to, on, or within Your Vehicle.

"Loading/Unloading" means placing or removing goods, on to, or off Your Vehicle whilst Your Vehicle is stationary.

"Freight" means goods transported by Your Vehicle for hire and reward.

"Dangerous Goods" means Freight that consists of goods defined as dangerous in the Dangerous Goods Code.

"Dangerous Goods Code" means the Australian Code for the Transport of Dangerous Goods by Road or Rail.

"Sum Insured" means the amount shown in the Schedule against Your Vehicle.

"Market Value" means Our assessment of the value of Your Vehicle immediately prior to Loss.

"Standard/Optional Accessories" means accessories fitted or installed by the manufacturer of Your Vehicle as either standard or optional equipment on a specific model.

"Included Accessories" means accessories fitted or installed to upgrade or improve Your Vehicle specifications which are not standard or optional equipment on a specific model.

"Excess" means the amount specified in the Schedule and elsewhere in the Policy which You must contribute to each and every claim in respect of each and every Vehicle.

Definitions (continued)

“Nominated Driver” means a person who has completed a driver questionnaire, been approved by Us, and listed in the Schedule.

"GST" means the Goods and Services Tax.

“Act of Terrorism” means an act including but not limited to the use or threat of force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purpose or reasons, including the intention to influence any Government and/or to put the public or any section of the public in fear.

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals, asbestos and waste material regardless of whether or not such material is to be recycled, reconditioned or reclaimed.

THE AGREEMENT

After You have agreed to pay the premium to Us within the timeframe agreed, We will indemnify You against Loss or liability as described occurring within Australia, during the Period of Insurance.

SECTION 1 – COVER FOR YOUR VEHICLE

We will indemnify You for Loss by paying, at Our option, to repair or replace Your Vehicle or pay the amount of the Loss, provided payment does not exceed the Sum Insured or Market Value, whichever is the less.

If the cost of repairs to Your Vehicle is more than the Sum Insured or Market Value (less any amount We can obtain for the salvage) We will treat it as a total loss and pay You the Sum Insured or Market Value whichever is the less.

When a total loss settlement has been made, the cover on Your Vehicle is cancelled with no refund of premium. At Our option, salvage will be retained by Us.

The amount insured by the Policy and any claim settlements, exclude GST. However, if there is a shortfall between the GST component of Your claim and the amount of Input Tax Credit to which You are entitled, We will pay this shortfall in addition to the claim settlement.

INCLUDED BENEFITS – Applicable to Section 1

Where there is Loss under this Section, We will also pay:

- 1. Total Loss of a New Vehicle (Non Leased / Financed)**
if Your Vehicle is classed as a total loss within 2 years of its original registration, and is not leased or otherwise financed, to replace Your Vehicle

INCLUDED BENEFITS – Applicable to Section 1 (continued)

with a similar make and model, or, at Your option, pay You the Sum Insured or Market Value whichever is the less.

2. Total Loss of a Leased / Financed Vehicle

if Your Vehicle becomes a total loss and the Market Value is less than the amount owing by You under a lease or other finance agreement, subject to the difference not exceeding 20% of the Market Value, up to the actual payout figure, less:

- (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.

3. Removal of Debris

the costs and charges that are necessarily incurred to clean up or remove debris resulting from goods falling or leaking from Your Vehicle. We will not pay more than \$25,000 under this Included Benefit in respect of all claims arising from one event. Payment of this Included Benefit is only applicable in excess of any inland marine, or road freight cargo insurance policy intended to insure Freight in transit.

4. Signwriting

the reasonable replacement cost of signwriting or fixed advertising signs, murals, special art work, or materials, forming a permanent part of Your Vehicle up to a maximum of \$25,000, unless agreed and noted in the Schedule as Included Accessories.

5. Repatriation of a Repaired Vehicle

the reasonable cost for the return of Your Vehicle to Your nearest depot up to a maximum of \$5,000 per event, where Your Vehicle has been repaired and the distance from the repairer to Your nearest depot exceeds 500 kilometres.

6. Repatriation of a Driver

the reasonable cost of travel necessary for Your driver to return home, up to a maximum of \$5,000 per event.

7. Emergency Repairs

the reasonable cost of repairs required prior to moving Your Vehicle to a place of safety up to a maximum of \$3,000 per event.

8. Funeral Expenses

to the deceased driver's next of kin, or to a beneficiary nominated in the deceased's will or last testament, for funeral costs up to a maximum of \$5,000 per event.

9. Emergency Accommodation

the reasonable cost of emergency accommodation for Your driver, where required as a result of Loss causing Your Vehicle to be immobilised up to a maximum of \$500 per event

INCLUDED BENEFITS – Applicable to Section 1 (continued)

- 10. Employees' Personal Effects**
the reasonable cost to replace or repair employees' personal effects (excluding money) not otherwise declared as Included Accessories, up to a maximum of \$500 per event.
- 11. Removal or Retrieval Costs**
the reasonable cost of removal, or retrieval of Your Vehicle (excluding debris or Freight) to the nearest repairer, or place of safety and to any other location approved by Us, up to a maximum of \$25,000 per event.
- 12. Keys and Locks**
if the keys to Your Vehicle are lost or damaged or there are reasonable grounds to believe Your keys may have been illegally duplicated, the cost of replacing Your Vehicle keys and/or locks up to a maximum of \$500 any one Period of Insurance.
- 13. Tarpaulin(s), Gates, Chain(s), Dog(s), Strap(s)**
for the loss of tarpaulin(s), gates, chain(s), dog(s) and strap(s), up to a maximum of \$5,000 per event. However this Included Benefit will not apply in respect of any theft claim unless Your Vehicle is stolen at the same time.
- 14. Accessories**
the reasonable cost of fixed accessories provided they are disclosed and are listed in the Schedule under Standard/Optional Accessories or Included Accessories.

SPECIFIC EXCLUSIONS – Applicable to Section 1

We will not pay for:

1. the costs of repairing pre-existing damage.
2. depreciation, wear and tear, rust, corrosion or mechanical, structural, electrical or electronic breakdown or failure, or non performance.
3. damage to Your tyres by application of brakes or by road punctures, cuts or bursts.
4. Loss if reasonable steps to protect or safeguard Your Vehicle have not been taken.
5. any GST, or any fine, penalty or charge for which You are liable arising out of Your misrepresentation of, or failure to disclose, Your actual Input Tax Credit entitlement in the settlement of any claim or premium relating to the Policy.

The maximum that We will pay in respect of Section 1 is \$5,000,000 any one Loss or all Losses arising from one event.

SECTION 2 – LIABILITIES TO THIRD PARTIES

We will pay the amount which:

- (a) You, or
- (b) any person driving, using or in charge of Your Vehicle with Your consent, or
- (c) any passenger in, getting in, or getting out of Your Vehicle

may be held legally liable to pay for damage to property and/or loss of use of property, as a result of an accident arising out of the use of Your Vehicle or caused during Loading/Unloading.

Provided that We will not pay for damage to property and/or loss of use of property belonging to, or held in trust or in the custody or control of, any of the persons described in Clauses (a), (b), or (c)

- d) You may be held legally liable to pay as compensation in respect of death or bodily injury as a result of an accident arising out of the use of Your Vehicle with Your consent, provided that Your Vehicle is registered for use on a public road when such liability is incurred.

The maximum that We will pay in respect of Section 2, inclusive of all Included Benefits, is \$30,000,000 any one event unless where Freight includes any of the following Dangerous Goods:

Class 1	Explosives
Class 2.1	Flammable Gases
Class 2.2	Non Flammable Non-Toxic Gases
Class 2.3	Toxic Gases
Class 3	Flammable Liquids
Class 4.1	Flammable Solids
Class 4.2	Spontaneously Combustible Substances
Class 4.3	Dangerous When Wet
Class 5.1	Oxidizing Substances
Class 5.2	Organic Peroxides
Class 6.1	Toxic Substances
Class 8	Corrosives
Class 9	Miscellaneous Dangerous Goods (Excluding asbestos)

where the maximum that We will pay including all costs and expenses is \$1,000,000 any one accident or series of accidents resulting from the one original cause.

INCLUDED BENEFITS – Applicable to Section 2

Where there is liability under this Section We will pay (provided Our maximum liability under Section 2 does not exceed \$30,000,000):

1. **Legal Costs**
all legal costs and expenses incurred with Our written consent.

INCLUDED BENEFITS – Applicable to Section 2 (continued)**2. Employer**

to indemnify Your employer, principal or partner if Your Vehicle is used by You or any other licensed person on behalf of Your employer, principal or partner, or Commonwealth, State or Territory Government with Your consent, provided that they are not entitled to indemnity under any other policy of insurance.

3. Freight Falling, Leaking or Spilling

for damage to someone else's property caused by Freight falling, leaking or spilling from Your Vehicle (but excluding damage to Freight), whilst Your Vehicle is in transit or during Loading / Unloading.

SPECIFIC EXCLUSIONS – Applicable to Section 2

We will not pay for any liability:

1. where Your Vehicle is an item designed for the purpose of earthmoving, excavation, lifting and/or construction, any claim caused by or in connection with Your Vehicle other than whilst Your Vehicle is being driven on a public road.
2. in respect of Dangerous Goods:
 - (a) where the requirements of the Dangerous Goods Code have not been complied with, or
 - (b) other than those specifically listed on page 10.
3. any liability in connection with, or directly or indirectly caused by or arising from asbestos or asbestos products or asbestos contained in any products.
4. for any fines, penalties, punitive, exemplary or aggravated damages.
5. if Your Vehicle is not registered for use on a public road.
6. for any non-owned trailer in Your custody or control where one or more trailers are connected to Your Vehicle at the time of Loss.
7. in respect of death or bodily injury if You or any person using Your Vehicle with Your consent:
 - (a) is partly or wholly entitled to indemnity under any compulsory statutory insurance scheme or accident compensation scheme, or
 - (b) would have been entitled to indemnity under any such scheme but for failure to:
 - (i) insure or register Your Vehicle, or
 - (ii) make a claim in accordance with its requirements, or
 - (iii) comply with any of its terms or conditions.
8. for death or bodily injury to any:
 - (a) person driving and/or in charge of Your Vehicle, or

SPECIFIC EXCLUSIONS – Applicable to Section 2 (continued)

- (b) of Your employees, or
 - (c) members of Your family, or
 - (d) person if Your Vehicle is registered in the Northern Territory of Australia.
9. (a) directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants, or
- (b) for the cost of removing nullifying or cleaning up of Pollutants, or
 - (c) for fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of Pollutants.
- However, We will indemnify You in respect of liability otherwise excluded under (a) and (b) above, which is caused by a sudden, identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place.
10. for:
- (a) wrongful delivery of Freight, or
 - (b) delivery of contaminated or spoiled Freight.
11. while Your Vehicle is being used:
- (a) in an underground mine, mining shaft, or tunnel which is not a public road, or
 - (b) within the boundaries of any airport or airfield.

GENERAL EXTENSIONS – Applicable to all Sections

1. **Automatic Inclusion**
We will cover any vehicle(s) purchased, hired, leased or otherwise acquired whilst in Your care, custody and control from the time of acquisition;
- Provided that You notify Us immediately:
- (a) with particulars of any newly acquired vehicle with a Market Value in excess of \$300,000, or
 - (b) if the number, or total value, of all Your Vehicles exceeds 25% of the total Sum Insured disclosed at inception of the current Period of Insurance, or
 - (c) in the event of You being involved in a merger or takeover
- and pay any additional premium if requested.
2. **Sea Transportation**
We will pay any General Average and Salvage Charges incurred whilst Your Vehicle is being transported by sea between places in Australia.
3. **Cross Liability**
The words "You" and "Your" will be considered as applying to each party named in the Schedule in the same manner as if that party were the only party named in the Schedule and We will waive Our rights of subrogation against each such party. However this General Extension will not increase any limits specified in the Policy.

GENERAL EXCLUSIONS – Applicable to all Sections

We will not pay for Loss or liability:

1. if Your Vehicle is driven by any person with Your consent, who is:
 - (a) not licensed to drive such a vehicle under all relevant laws, by-laws and regulations, or
 - (b) nominated in the current Schedule as a “declined driver.”
2. if Your Vehicle is driven by any person:
 - (a) who has ingested any drug, substance or alcohol which may impair his/her faculties, or
 - (b) who is convicted of driving, at the time of Loss, under the influence of any drug, substance or alcohol, or
 - (c) with a percentage of alcohol in his/her breath or blood, at the time of Loss in excess of the percentage permitted by law, or
 - (d) who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of any State or Territory.

We will pay, if You prove You did not know, or could not reasonably have known, that the driver of Your Vehicle was so affected or refused to undergo an appropriate test at the time of Loss. However, we will not indemnify Your driver in respect of any Section 2 liability.

3. if Your Vehicle is used in an unsafe or un-roadworthy condition and such condition caused or contributed to the Loss or liability. However, We will pay where You could not have reasonably detected the unsafe or un-roadworthy condition.
4. if Your Vehicle is used to carry a greater number of passengers or convey, lift, suspend or tow a load in excess of that for which Your Vehicle was constructed or permitted by law. However, We will pay, if You prove that the Loss or liability was not caused or contributed to/by such greater number of passengers or load.
5. intentionally caused by You or by a person acting with Your consent.
6. incurred whilst Your Vehicle is being used:
 - (a) in connection with the motor trade for experiments, tests, trials, demonstration or breakdown purposes, or
 - (b) for, or being tested in preparation for, any race, trial, test, contest or other motor sport.
7. occasioned by lawful seizure or other operation of law.
8. incurred by You because You cannot use Your Vehicle, or any non-owned trailer.
9. incurred whilst Your Vehicle is on rails or otherwise not on terra firma other than as cargo.
10. for damage to any agitator, barrel, bowl or pump and its fittings caused by the hardening or setting of concrete.

GENERAL EXCLUSIONS– Applicable to all Sections (continued)

11. of any nature, directly or indirectly caused by, resulting from, or in connection with, any of the following, regardless of any other contributing cause or event:
- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power; or
 - (b) any Act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism; or
 - (c) radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material.

GENERAL CONDITIONS – Applicable to all Sections

1. Driver Declaration

Where the Schedule states that this is a Nominated Driver Policy, We require driver declarations to be completed in respect of drivers of all heavy vehicles. You must submit to Us for each:

- (a) existing driver, a driver declaration within 30 days of the Policy inception, and
- (b) additional driver, a driver declaration within 30 days of commencement of employment in Your business.

2. Excess

You will have to contribute the Excess, and at the time of Loss or liability the following additional amount if Your Vehicle is:

- (a) a rigid truck and the person driving is under 25 years of age or has less than 2 years experience driving such type of vehicle - \$1,000.
- (b) an articulated truck and the person driving is under 25 years of age and has less than 2 years experience driving such type of vehicle - \$5,000.
- (c) an articulated truck and the person driving is over 25 years of age and has less than 2 years experience driving such type of vehicle - \$3,000.
- (d) a sedan, station wagon, utility or goods carrying vehicle and the person driving is under 21 years of age - \$1,000, or over 20 and under 25 years of age - \$500.
- (e) being used outside the radius of operation nominated by You to Us - \$3,000.

If Your Vehicle is a rigid body tipper or a tipping trailer, the Vehicle Excess will be doubled if damage is incurred whilst the tipping hoist is partially or fully extended.

In the event of damage to property resulting in a claim being paid under Section 2 only, then the Excess applicable to the claim will be that which would normally be applied to Your Vehicle.

GENERAL CONDITIONS – Applicable to all Sections (continued)

3. Claim Procedure

- (a) You, or Your legal representative, must provide full details in writing to Us as soon as possible after the occurrence of any Loss, or event, which may become the subject of a claim under the Policy. Any communication from other parties (including court documents) must be sent to Us immediately.
- (b) Where there is a claim or potential claim under Section 2 You must:
 - (i) not make any admission of responsibility or offer of payment without Our written consent, and
 - (ii) allow Us to have the sole conduct of all negotiations and proceedings, and
 - (iii) give Us all reasonable assistance and co-operation in all regards including recovery from the person responsible.

4. Subrogation

Subject to the *Insurance Contracts Act 1984 (Cth)*, We have the right to recover any money paid by Us from any person You may be able to hold liable and:

- (a) We will have full discretion in the conduct, defence or settlement of any claim and to take any action in Your name, and
- (b) You and any other party entitled to cover under the Policy must give all information and co-operation We may require.

5. Cancellation

The Policy may be cancelled by:

- (a) You at any time by notifying Us in writing. We will refund the premium for the unexpired Period of Insurance less Our cancellation costs.
- (b) Us only in accordance with the provisions of the *Insurance Contracts Act 1984 (Cth)*. We will refund the premium for the unexpired Period of Insurance.
- (c) a premium funding company only in accordance with the power of attorney granted to such company by You. We will refund the premium for the unexpired Period of Insurance, from date of request, less Our cancellation costs.

6. Repairs

Other than as provided under Section 1, Included Benefit 7., You must not, without Our prior consent, authorise repairs to Your Vehicle which are the subject of a claim under the Policy.

7. Average

If Your Vehicle has a carrying capacity exceeding 4.5 tonnes and at the time of Loss giving rise to a claim under Section 1 the Sum Insured is less than 80% of the Market Value, then We will pay only such proportion of the repair costs as the Sum Insured bears to 80% of the Market Value.

For the purpose of valuation and the application of this provision, prime mover(s) and attached trailers(s) will be regarded as separate and distinct items.

GENERAL CONDITIONS – Applicable to all Sections (continued)

8. Other Insurance

You must notify Us in writing if You have already effected, or if in the future You effect, any insurances which cover Your Vehicle in whole or in part.

9. Replacement Parts

If any part or accessory necessary for repair of Your Vehicle is not available within Australia at the time of such repair, We will pay up to the latest Australian list price of the manufacturer or distributor for that part or accessory.

10. Salvage

If Your Vehicle is declared a total loss and We pay You under Section 1, You must allow Us to take possession of Your Vehicle.