



Issue Date 8th February 2010

COMMERCIAL MOTOR POLICY WORDING
& Product Disclosure Statement (PDS)

CONTENTS

Introduction	2
The Insurer	2
Your choice of protection	2
Premium Calculation	3
“Cooling Off” Information	3
The Purpose of this Product Disclosure Statement (PDS)	3
Your Duty of Disclosure	3
Privacy	4
General Insurance Code of Practice	4
Complaints & Dispute Resolution	4
Definitions	4
What you are insured against	5
Section 1 – Loss, damage or theft of Your Vehicle	5
Section 2 – Third Party Liability	6
Section 3 – Your Employers, Principle or Partners liability	6
Section 4 – Supplementary Bodily Injury	6
Exclusions to Sections 2, 3 & 4 of the Policy	6
Section 5 – Additional Benefits	7
Section 6 – General Exclusions	8
General Conditions	9
Phone Assistance and Contact Details	11

INTRODUCTION

This document contains information designed to help You decide whether to buy this Insurance product. After You have read it thoroughly and You decide to buy insurance from Us, keep this Policy Wording and Product Disclosure Statement in a safe place together with all Policy Schedules and Certificates of Insurance We issue in the future, as they will form Your Contract of Insurance with Us.

THE INSURER

The insurer of this product is “certain underwriters at Lloyd’s of London”.

The insurers Head Office is located at:

Suite 2, Level 21,
123 Pitt Street,
Sydney NSW 2000, Australia

Austruck Insurance Pty Ltd, ABN 77 123 519 862, (Austruck Insurance) is an Authorised Representative (Authorised Representative No: 334885) of Austruck Holdings Pty Ltd, ABN 33 133 273 631, (Austruck Holdings). Austruck Holdings is an AFS Licensed underwriting agency (AFS Licence No: 333234). Austruck Insurance acts under Austruck Holdings AFS Licence conditions and is authorised by the insurer to issue contracts of insurance, handle and settle claims on their behalf. Austruck Insurance acts as the agent of the insurer to market, offer, arrange and administer contracts of insurance and to deal with or settle claims on behalf of the insurer. If you require information about this insurance, in the first instance you should contact Austruck Insurance.

Our Head Office is located at:

Level 5, Garden City Commercial Tower,
14 Mt Gravatt-Capalaba Road,
Upper Mount Gravatt, QLD 4122

YOUR CHOICE OF PROTECTION

You can select the following covers:

Comprehensive cover means You are covered for theft and Accidental loss or damage to Your Vehicle caused in the Period of Insurance.

This cover is set out under **Section 1** of the Policy Wording. It also includes the cover provided for Third Party Property Damage, which is set out under **Section 2** of the Policy Wording.

Or,

Third Party Liability Only cover - Section 2, means You are only covered for amounts You become legally responsible to pay another person because an Accident caused:

- Death or personal injury, or
- Loss of or damage to property owned by someone else, or
- Loss of or damage to property owned by someone else, or personal injury as a result of carrying dangerous goods.

Additional Benefits may also apply depending on the type of cover You choose. These include:

- Additional Interests
- Automatic Additions and Deletions
- Cross Liability / Release / Subrogation Waiver
- Emergency Repairs
- Employee's Personal Effects
- Funeral Expenses
- Hire Vehicle Following Theft
- Loading and Unloading of Your Vehicle
- Locks and Keys
- Marine General Average Contribution
- New Vehicle Replacement Cover
- Removal of Debris/Load
- Repatriation Costs
- Total Loss – Encumbered Vehicles
- Towing Costs

We will issue a Certificate of Insurance that will indicate the "Type of Cover" and lists for You the Sections of Your Policy Wording that are valid for the level of cover You have chosen.

PREMIUM CALCULATION

Our Premiums can only be calculated if certain information is provided by You. This information includes (but is not limited to):

- Type of Vehicle/s
- Value of Vehicle/s
- Type of cover required
- The type of load/s being conveyed
- Age of drivers
- Operating radius and location of the Vehicle/s
- Claims and Accident history (minimum of 3 years, preferably 5 years)
- Any Risk Management Initiatives currently in place

Your Premium will also include amounts payable in respect to compulsory statutory charges i.e. Stamp Duty, Fire Services Levy, GST and Our administration fee.

We may then provide Cover subject to Your payment of the Premium, or, Your agreement to pay the Premium by the agreed time. You must also complete and return Our Insurance Proposal Form within 30 days.

The total amount payable will be advised to You when We issue You with a quote and again when We issue the Certificate of Insurance.

"COOLING OFF" INFORMATION

If You want to return Your Policy after Your decision to purchase it, You may cancel it and receive a full refund but only if You notify Us in writing within 14 days from the commencement date of the Policy.

The cooling – off right does not apply if You have made or are intending to make a claim under this Policy. Even after the cooling – off period ends, You are still entitled to cancel the Policy however administration costs may be deducted from the refund amount along with any non refundable taxes.

THE PURPOSE OF THIS PRODUCT DISCLOSURE STATEMENT (PDS)

The Corporation Act 2001 requires that any 'retail customer' must receive a 'Product Disclosure Statement (PDS) which contains certain information designed to assist retail customers in making an informed decision about this product.

Only an individual or small business (defined as one that employs less than 100 people if a manufacturing business or less than 20 for any other business) can be a retail customer.

A 'retail motor Vehicle' is one with a Carrying Capacity of less than 2 tonnes that is designed to travel by road and Use volatile spirit, steam, gas, oil, electricity or any other non-human power as its principal means of propulsion, and carries passengers including a motorcycle. It does not include an omnibus, a tram or a motor Vehicle with a Carrying Capacity exceeding 2 tonnes (refer Section 761G (5) of the Corporations Act and Regulation 7.1.11 for full details)

YOUR DUTY OF DISCLOSURE

Under the Insurance Contracts Act 1984, You have a Duty of Disclosure. The Insurance Contracts Act requires that before a policy is entered into, You must give Us certain information that We need to decide whether to insure You and anyone else to be insured under the Policy, and on what terms. Your Duty of Disclosure differs depending on whether or not this is a new Policy.

NEW BUSINESS

You will be asked various questions when You first apply for the Policy. When You answer these questions You must:

- Give Us honest and complete answers,
- Tell Us everything that You know, and
- Tell Us everything that a reasonable person in the circumstances could be expected to tell Us.

You must also complete, sign and return Our Proposal Form within 30 days. Our proposal contains the various questions We require to be answered.

RENEWALS, VARIATIONS, EXTENSIONS AND REINSTATEMENTS

When You renew, vary, extend, reinstate or replace the Policy, it is Your duty to tell Us before the renewal, variation, extension, reinstatement or replacement is made, every matter known to You which:

- You know, or,
- A reasonable person in the circumstances could be expected to know, or,
- Has caused a change to the original details You provided to Us.

All of which is relevant to Our decision to insure You, calculate the premium, or whether any special conditions need to apply to the Policy.

You do not have to tell Us about any matter:

- That diminishes the risk
- That is of common knowledge
- That We should know about in the ordinary course of Our business as an insurer, or
- Which We indicate We do not want to know about.

If You do not comply with Your Duty of Disclosure We may cancel the Policy or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Policy as if it never existed and pay nothing.

PRIVACY

The Privacy Act 1988 regulates the way We can collect, handle, store and disclose Your personal and sensitive information in order to decide whether to issue a Policy, determine terms and conditions of the Policy, compile data and handle claims.

We will only Use and disclose Your personal information for a purpose You would reasonably expect. For example, in handling claims We may have to supply Your personal information to third parties such as other insurers, reinsurers, external claims data collectors, loss adjusters, investigators and agents or other parties as required by law. 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 Your personal information to Us, You consent to Us making these disclosures. Without Your personal information We may not be able to issue insurance cover to You or process Your claim.

We do not trade, rent or sell Your personal information.

You also have the opportunity to find out what personal information We hold about You and when necessary, correct any errors in this information. Please contact Us if You would like to obtain access to, or amend Your personal information or feel that the information We currently have is incorrect or incomplete or believe that the privacy of Your personal information has been interfered with.

In these cases You are entitled to raise Your concerns, Your complaint will be managed and resolved through Our internal Privacy Complaint Procedure.

Should You wish to obtain more information about Our Privacy Principles, please contact Us.

GENERAL INSURANCE CODE OF PRACTICE

The General Insurance Code of Practice was developed by the Insurance Council of Australia (ICA) to further raise standards of practice and service across the insurance industry. We fully support these standards that are set out in the code.

You can obtain more information on the Code of Practice by contacting Us.

COMPLAINTS & DISPUTE RESOLUTION

We will do everything possible to provide quality service to You. However, We recognise that occasionally there may be some aspects of Our service or a decision We have made that You may wish to draw to Our attention.

If Our staff cannot resolve the matter with You immediately, Our Complaints and Dispute Resolution Procedure undertakes to provide an answer to Your complaint within 15 working days. If You have a complaint, please forward the details of Your concern in writing to Us at the following address;

The Complaints Manager,
Austruck Insurance Pty Ltd
PO Box 6824,
Upper Mount Gravatt QLD 4122

If You are not happy with Our answer, or We have taken more than 15 working days to respond, You may contact;

Lloyds Underwriters' General Representative in Australia,
Suite 2, Level 21 Angel Place,
123 Pitt Street,
Sydney NSW 2000

If the complaint still remains unresolved, You may take it to the Financial Ombudsmen Service who are an independent body to whom We subscribe to assist with resolution of disputes.

This service resolves certain disputes between consumers and insurers and will provide an independent review at no cost to You.

The address of the Financial Ombudsman Service is:

Financial Ombudsman Service Ltd,
GPO Box 3,
Melbourne VIC 3001

Where You are a wholesale client Lloyd's Australia will refer your dispute to the Policyholder & Market Assistance Department at Lloyd's. Complaints that cannot be resolved by the Policyholder & Market Assistance Department may be referred to the Financial Ombudsman Service (UK). Further details will be provided at the appropriate stage of the complaints process.

DEFINITIONS

You need to now understand what We mean by certain terms contained in Your Policy.

"Accidental Loss or Damage" refers to loss or damage that has occurred by Accident. An "Accident" is an unforeseen or unintended happening that is not expected or designed.

"Agreed Value" means the set value for which We have agreed to cover Your Vehicle throughout the policy period. We will only provide Agreed Value cover if You have applied for it, We have agreed to it and it is noted on Your Policy Schedule.

"Airside" is defined as the section of an airfield where aircraft are situated and operated. An airfield is defined as an area of land set aside for the take-off, landing, taxiing, parking and maintenance of aircraft.

"Carrying Capacity" refers to the maximum allowed Weight Your Vehicle is able to carry excluding the Vehicles' actual Weight.

"Certificate of Insurance" refers to the certificate issued with Your Policy Schedule.

"Cover Note" means an interim contract of insurance issued by Our office.

"Gross Vehicle Mass" refers to the maximum allowed Weight of Your Vehicle including the goods it can carry.

"Malicious Damage" refers to intentional damage done to Your Vehicle by someone else without Your consent or knowledge.

“Market Value” refers to the monetary value for which a willing buyer would pay for a Vehicle of the same age, make, type, configuration and condition, in Your local area immediately prior to the loss or damage occurring but excludes cost and charges for registration, stamp duty transfers and any dealer warranty costs.

“Period of Insurance” refers to the period shown in the Policy Schedule for which We provide You insurance cover.

“Plant Equipment” refers to static pieces of equipment used in construction or earthmoving industries that cannot move under their own power eg., crushing plants etc.

“Policy Schedule” refers to The Schedule of Insurance or any endorsement Schedule We give You.

“Substitute Vehicle” refers to a Vehicle not owned or belonging to You which is Used by You with the owners consent whilst Your Vehicle cannot be Used because it is undergoing repairs or service or is not drivable.

“Sum Insured” refers to the amount for which You have elected to insure Your Vehicle and is noted on Your Schedule.

“Tool of Trade” means the use or operation of a Vehicle and/or equipment, tool or apparatus which forms part of the Vehicle, but only whilst being used for it’s designed purpose of digging, boring, drilling, compacting, grading, scraping, shovelling, levelling, clearing, harvesting, ploughing, pumping, spraying, compacting, vacuuming and other similar activities other than for driving on the road.

“Total Loss”. Your Vehicle will be declared a Total Loss if the cost of repairing the Vehicle, less any salvage value of the damaged Vehicle (if applicable), exceeds the Sum Insured or the Market Value of the Vehicle, whichever is the lesser, or, when Your Vehicle is stolen and not recovered within a reasonable period of time, or, Your Vehicle is destroyed beyond repair. All will be determined by Us.

“Vehicle” refers to the motor vehicle(s), mobile machine(s) and/or trailer(s) including standard equipment supplied with original manufacture, plus, any bull bars, driving lights, UHF or CB radios.

It also includes sign writing, fixed phones, tools, accessories, tarps, gates, dogs, chains, binders, PTOs, digging implements and appliances, but, only whilst attached to, within or on Your insured Vehicle. It does not include mobile phones, PDAs, personal computers or other similar electronic equipment. The maximum we will pay for loss or damage covered by the policy to these items is \$5,000 per event unless they are otherwise specifically and individually detailed in Your Policy Schedule.

“We”, “Our” or “Us” refers to Austruck Insurance Pty Ltd, Austruck Holdings Pty Ltd and certain underwriters at Lloyd’s of London. All contact in respect to this Policy should be directed to Austruck Insurance Pty Ltd.

“You” or “Your” refers to the person(s) companies or firms named on the current Policy Schedule as the “Insured”

WHAT YOU ARE INSURED AGAINST

Provided You have paid Us the required Premium, We will issue you with a Policy Schedule and Certificate of Insurance. These documents combined with this Product Disclosure Statement and Policy Wording will form Your Insurance Contract. These documents will indicate the type of cover You have selected and will list the following sections of the Policy that apply to Your insurance cover.

SECTION 1 – LOSS, DAMAGE OR THEFT OF YOUR VEHICLE

If you have selected a Comprehensive Cover, We will cover Your Vehicle(s) for theft, attempted theft, Accidental loss or damage occurring during the Period of Insurance.

We will, at Our option, repair, reinstate, replace or pay for the amount of the loss or damage to Your Vehicle, but We will not pay an amount that exceeds the Sum Insured or Market Value at the time of the loss, whichever is the lesser.

If the cost of repairs to Your Vehicle is in excess of the Vehicle’s value (less the salvage value of the wreck), We will treat it as a Total Loss and pay You the Sum Insured or the Market Value (whichever is the lesser) in settlement, subject to any adjustment in accordance with the GST provision.

However, where Your Vehicle is a Rigid Body Truck (excluding stock, tanker, concrete agitator/pumping, garbage compactor or any other specialised applications), or, a Prime Mover with a Carrying Capacity of 10 tonnes or greater or a trailer with a Carrying Capacity in excess of 5 tonnes and is deemed a Total Loss within the first 2 years of its original registration, We will pay You an amount up to the Sum Insured shown in the Schedule. This is subject to a maximum amount being no more than Your original purchase price, excluding any ‘on road’ costs.

In any event We will not pay more than \$10,000,000 in aggregate under Section 1 of the Policy for any loss or damage to Your motor Vehicles insured by Us, arising out the one same event.

However, We will not pay any claims under Section 1 for:

1. Depreciation, age, rust or corrosion, wear and tear, general deterioration, mechanical, electrical or electronic failure including loss or damage caused by or related to any component part or equipment (including software) not properly processing, not properly executing functions, or, programs involving a date, year or any period of time.
2. Damage to Your tyres due to the application of brakes or by road punctures, cuts or bursts, unless the damage was caused as a result of an Accident covered under this Policy or by Malicious Damage.
3. Loss of, or theft of, or damage to Your Vehicle if You have not taken reasonable steps to safeguard or protect Your Vehicle.
4. Any loss suffered because You are unable to Use Your Vehicle.
5. Loss or damage to any concrete agitator, barrel, bowl or pump and their fittings caused by the solidification or setting of concrete unless it is as a result of another loss that is claimable under this Policy.
6. Damage to blades, drills, buckets of Your plant or equipment or earthmoving machinery whilst such plant equipment or machinery is being used in normal operation.
7. Loss of or damage to Your Vehicle or liability outside Australia except where Your Vehicle is being transported by sea between Australian ports.
8. Loss or damage to Your Vehicle due to faulty design or workmanship.

SECTION 2 – THIRD PARTY LIABILITY

Subject to all of the terms, conditions and limits contained within this Policy and provided Your Vehicle is registered in accordance with State or Territory laws and the loss occurs within the Period of Insurance, We will pay all amounts up to the liability limit of \$30,000,000 which You, or, any person who is driving, or, in charge of Your Vehicle with Your consent, may be held liable to pay for damage to property of another person or personal injury to another person as a result of an Accident arising out of;

- a) You using Your Vehicle or any person using Your Vehicle with Your consent, or, any trailer whilst attached to Your towing Vehicle whether or not the trailer belongs to You,
- b) Goods, being merchandise or equipment, falling from Your Vehicle,
- c) The transportation of Dangerous Goods (as defined in the Dangerous Goods Act) with the maximum amount payable under this clause being limited to \$1,000,000 unless otherwise stated in Your Policy Schedule. However, this cover is only extended to cargo that falls within the following classes in terms of the Australian Dangerous Goods Code:

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
- d) Your use of a Substitute Vehicle while Your Vehicle is being serviced, repaired or is not drivable provided always that;
 - i) Only one Substitute Vehicle is used at any one time, in place of Your Vehicle, and
 - ii) The Substitute Vehicle is not already covered under another insurance policy, and
 - iii) That You have the owners permission to drive the non owned Substitute Vehicle, and
 - iv) You notify Us within 5 working days of the substitution.

SECTION 3 – YOUR EMPLOYERS, PRINCIPAL OR PARTNERS LIABILITY

We will provide cover, under the terms and conditions of Section 2 of the Policy, for the amount Your employer, principal or partner may be held legally liable to pay for Accidental damage to property You cause, while You are using Your Vehicle on company business, as long as the type of business Your Vehicle is being used for, is not excluded by Our normal underwriting criteria.

SECTION 4 – SUPPLEMENTARY BODILY INJURY

Subject to the Terms, Conditions and Exclusions of the Policy We will provide cover for the amount which You may be held legally liable to pay for compensation in respect of death of or bodily injury to persons, 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.

However, We will not pay under Section 4:

1. Any claims 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 under any such scheme but for failure to:
 - i) Insure or register Your Vehicle, or
 - ii) Lodge a claim in accordance with its requirements, or
 - iii) Comply with any of its terms and/or conditions.
2. For Your liability for death and/or bodily injury to any:
 - a) Person driving Your Vehicle,
 - b) Of Your employees,
 - c) Member of Your family,
 - d) Person if Your Vehicle is registered in the Northern Territory of Australia.

EXCLUSIONS TO SECTIONS 2, 3 & 4 OF THE POLICY

We will not provide cover:

1. For any loss or damage to property owned by You, or, property belonging to anybody else whilst it is in Your physical care, custody or control, including whilst being transported on your Vehicles.
2. For any loss or damage caused by the escape of dangerous goods after Your Vehicle is involved in an Accident, unless, such transportation of the dangerous goods complies with all regulatory or legislative requirements. Then, the maximum We will pay will be \$1,000,000 for any one loss, unless another amount is specifically stated on Your Policy Schedule.
3. For punitive, exemplary or aggravated damages.
4. For liability directly or indirectly arising out of the discharge, release, seepage or escape of pollutants, or other contaminants into water, land, buildings or structures or the atmosphere, unless, the loss arises from a sudden identifiable Accidental escape, that is unintended and/or unexpected by You and which takes place in one event during the Period of Insurance, whilst being transported by Your Vehicle where such transportation complies with regulatory or legislative requirement. The maximum We will pay is \$1,000,000.
5. For death, injury, illness loss or damage caused by the use or escape of any nuclear material or nuclear waste, ionising particles, radioactive material, biochemical and/or hospital waste and caseinogens.
6. For death, injury, illness, loss, damage, cost or expense directly or indirectly arising out of, or resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
7. For loss or damage to property caused by vibration from Your Vehicle.
8. For any liability if Your Vehicle is unregistered.
9. For liability for death or bodily injury arising out of Queensland registered mobile plant and equipment whilst it is being used as a Tool of Trade.
10. For any liability arising out of the use of Your Vehicle 'Airside', or at a recognised airfield.

The maximum total We will pay in respect of Sections 2, 3 and 4 combined, inclusive of all legal costs and expenses (incurred with Our written consent) is \$30,000,000 unless a different specific amount is shown in the Schedule against "Limit of Liability".

SECTION 5 - ADDITIONAL BENEFITS

If You have selected Comprehensive cover, the Additional Benefits listed below will be included in Your Policy coverage.

Additional Interests

This Policy includes the interests of owners, mortgagees, financiers, lessors, trustees and all other parties as specifically advised by You and noted on Your schedule.

Automatic Additions & Deletions

We provide automatic cover under all sections of the Policy for any Vehicle, with a value of less than \$300,000 and of a similar kind or nature to Vehicles already covered under this Policy, which You acquire during the current Period of Insurance and in which You acquire an insurable interest, but only from the time such an insurable interest is acquired. Provided always that You notify Us of any Additions and/or Deletions within 30 days of their purchase or disposal.

However, You must notify Us immediately:

- with particulars of any newly acquired Vehicle with a Market Value in excess of \$300,000, or
- In the event You are involved in a merger or takeover

Cross Liability / Release / Subrogation Waiver

"You or Your" will be considered as applying to each party comprising the insured in the same manner as if that party were the only party named as the insured. We will waive all rights of subrogation or action that We may acquire against any such party, unless such action is a deliberate act by one of the parties.

Emergency Repairs

If loss or damage to Your Vehicle occurs because of loss or damage covered by Section 1 of the Policy, You may carry out immediate temporary repairs up to a limit of \$2,500 to enable You to return Your Vehicle to a place of safety providing the loss or damage occurred 200km or more from the normal garage location of Your Vehicle.

Employees Personal Effects

After loss or damage to Your Vehicle which is covered under Section 1 of this Policy, We will pay for Your employee's personal effects (including accessories) which are lost or damaged as a result, but limited to \$1,500 per event. Cover does not extend to include money, securities, furs, jewellery, mobile phones, PDAs and laptops.

Funeral Expenses

We will pay up to \$5,000 in total within any one Period of Insurance for the associated funeral costs, including travel costs within Australia for the deceased driver and immediate family members, where Your Vehicle is insured for Comprehensive cover and as a result of an Accident indemnified by this Policy, Your driver sustains a fatal injury, whether or not death occurs at the time of the Accident.

Hire Vehicle Following Theft

We will reimburse You for the hiring of a Substitute Vehicle following the theft of Your Vehicle up to a maximum period of 14 days or until Your Vehicle has been recovered, whichever comes first. This cover only applies to Sedan type Vehicles up to 2 tonne Carrying Capacity. We will not pay more than \$2,000 under this benefit.

You will need to arrange and pay for the hire Vehicle. We are not responsible for the availability of a hire Vehicle or the insurance of that hire Vehicle once hired by You. You must provide the rental agreement and any receipts for the hire Vehicle before We will pay You.

Loading and Unloading of Your Vehicle

We will provide cover under the terms and conditions and limits of Sections 2 and 4 of this Policy if You are responsible for Accidental loss or damage to someone else's property, or bodily injury caused by the loading or unloading of Your Vehicle including the use of cranes attached to Your Vehicle. This cover will only apply whilst You are in the act of loading or unloading either directly to, or, directly from a place of fixed rest beside Your Vehicle. Cover does not extend to the actual goods being loaded or unloaded, or, when the goods are in the process of being delivered to, or, taken from that point next to the Vehicle.

Locks and Keys

If the Keys to Your Vehicle(s) have been lost or stolen, or if there is reasonable grounds to believe that Your keys may have been illegally duplicated, We will pay the costs of replacing the keys to Your Vehicle(s) up to a maximum of \$2,000 during any one Period of Insurance.

Marine General Average Contribution

We will pay the General Average and Salvage charges that are incurred whilst Your Vehicle is being transported by sea between places in Australia.

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

New Vehicle Replacement Cover

If Your Vehicle is a Sedan, Station Wagon, or Utility type Vehicle with a Carrying Capacity under 2 tonnes, that is within its first 2 years of registration and is subject to a Total Loss Accident that is indemnified under Section 1 of this Policy, We agree to replace Your Vehicle with a new Vehicle of the same or similar make and model subject to the Vehicle being sourced locally up to the Sum Insured.

If a new Vehicle is not available locally, We may replace Your Vehicle with the nearest equivalent Vehicle of the same value. If we cannot agree on a replacement Vehicle, We will pay You the amount it would cost to buy a new Vehicle the same as, or a near equivalent of, the Vehicle that needs replacing but always limited to the Sum Insured.

Removal of Debris / Load

Following an Accident or loss that is indemnified under Section 1 of this Policy, We will cover You up to a maximum of \$20,000 for cost necessarily incurred for the clean up and removal of Your Vehicle's debris and Your Vehicle's non hazardous load arising from an Accident or resulting from goods falling from Your Vehicle, provided that this clause will only provide cover for any amount in excess of which Your Vehicles load is otherwise insured under other insurance policies.

Repatriation Costs

Following loss or damage to Your Vehicle that is indemnified under Section 1 of this Policy, We will pay You the reasonable costs of returning Your driver and non paying passengers to the point of departure or to the drivers destination up to a maximum amount of \$1,000 per event provided the loss or damage is covered under this Policy, the Vehicle was being used in connection with Your business and Your Vehicle was more than 200 kilometres from its usual garaging address at the time of the Accident.

Total Loss of Encumbered Vehicles

If You are entitled to be indemnified under Section 1 of the Policy and Your Vehicle is deemed as a Total Loss but the Market Value is less than the amount owing by You under a lease or other finance agreement, We will pay (excluding for theft claims and fire claims where the fire was not a result of an Accident) the difference owing to the finance company, but only up to an amount that does not exceed the Sum Insured and/or not more than 20% over the Market Value of the Vehicle at the time of the loss.

Any amount we pay will be less the following:

- Any payments and/or any interest in arrears as at the date of loss, and
- 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
- Any payment, which is not due as at the date of loss.
- Any GST (ITC) you may be able to recoup from the Australian Tax Office.

Towing Costs

Where You suffer loss of or damage to Your Vehicle covered by Your Policy, We will pay the reasonable costs of towing Your Vehicle to the nearest repairer or place of safety up to a Maximum amount of \$10,000 and the reasonable storage cost of protecting Your Vehicle.

We will determine what a reasonable cost is at the time of the loss.

SECTION 6 - GENERAL EXCLUSIONS

The following Exclusions apply to all Sections of the Policy.

We will not pay:

1. If Your Vehicle is driven by any person with Your consent who is not licensed to drive such a Vehicle under all relevant laws, by laws and regulations.
2. If Your Vehicle is driven by any person:
 - a) Whose faculties are impaired by any drug or intoxicating liquor, or
 - b) Who is convicted of driving under the influence of intoxicating liquor or any drug at the time of the Accident, or
 - c) With a percentage of alcohol in his/her breath or blood in excess of the percentage permitted by law, or
 - d) Who refuses to provide or allow a specimen of breath, blood or urine to be taken for testing or analysis as required by the law of any State or Territory.However, We will pay if You prove You did not know or could not reasonably be expected to know that the driver of Your Vehicle was so affected or refused to undergo an appropriate test at the time of the Accident.
3. If Your Vehicle is used in an unsafe or un-roadworthy condition and this condition contributed to, or caused the loss, unless such condition could not have been easily detected by You under normal inspection and/or servicing of the Vehicle.
4. For loss of or damage to Your Vehicle or liability if it is conveying a load, or, carrying a number of passengers in excess of that for which Your Vehicle was designed or registered to carry.
5. For loss or damage caused by or materially contributed to by Your own criminal act.
6. If the loss, damage, liability, cost or expense of any nature directly or indirectly is caused by, contributed to, resulting from, or in connection with any of the following events:
 - a) War
 - b) Hostilities by Foreign Countries
 - c) Civil war, Rebellion or Insurrection
 - d) Military or Usurped power
 - e) Sacking Pillaging or looting
 - f) Riots, Strikes or Demonstrations
7. If Your Vehicle is Used:
 - a) in connection with the motor trade for experiments, tests, trials, demonstration or breakdown purposes.
 - b) For the conveyance of passengers for hire, fare or reward except for registered fare paying passenger carrying Vehicles such as buses and coaches.
 - c) For or being tested in preparation for any race, trial, test, contest or other motor sport.
8. For loss, damage or liability whilst Your Vehicle is being used on rails, on barges or other vessels except whilst being ferried.
9. For loss, damage or liability caused by the use of a fuel system in Your Vehicle that does not comply with the relevant Australian Standard or if incorrect fuel is used in Your Vehicle.
10. For loss, damage or liability whilst Your Vehicle is being operated with illegal modifications that do not comply with any Machinery Act or Australian Design Standards.
11. For loss or damage caused by the theft or attempted theft of Your Vehicle by You or by any hirer, employee, servant, agent, director or subcontractor of Yours, or by any person to whom the motor Vehicle stands as security on a debt owed by You.
12. For any Liability accepted by You under any contract, warranty, undertaking or agreement with another party, unless that liability would have attached to You in any case.
13. For loss or liability whilst Your Vehicle is being used in underground excavation or underground mining.
14. For liability arising from the use of any Tool of Trade other than whilst in transit or whilst being used for transport or haulage.
15. For any loss or damage to Your Vehicle, or liability incurred whilst it is being used in a lifting operation as a lifting device and the load is being shared with any other lifting device or devices.

16. For any loss, damage or any liability, whilst Your Prime Mover covered under this Policy is, at the time of an Accident, being driven by, or in the control of a person who is under 23 years of age and/or has been licensed for that Vehicle class less than 2 years unless previously agreed to by Us in writing.
17. For any loss, damage or any liability, whilst Your Rigid Motor Vehicle with a Carrying Capacity in excess of 10 tonnes covered under this Policy is, at the time of an Accident, being driven by, or in the control of a person who is under 21 years of age and/or has been licensed for that Vehicle class less than 2 years unless previously agreed to by Us in writing.
18. For Personal Injury caused by the use of a Queensland or New South Wales registered trailer whilst being towed by Your Vehicle or is running out of control after becoming detached from Your Vehicle at the time the Injury occurs.
19. For any Personal Injury caused by or out of the use of any of Your Vehicles that are registered in the Northern Territory.
20. For death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of any act of terrorism or any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

GENERAL CONDITIONS

The following Conditions apply to all Sections of this Policy.

1. CANCELLING YOUR POLICY

- a) You may cancel this Policy at any time by providing a written notice of cancellation to Us.
- b) We may cancel this Policy by giving You three (3) days notice in writing of the date from which the Policy will be cancelled. The notification may be delivered personally, emailed, faxed or posted to You at the last known address You provided to Us.

In either case above, We will refund premiums for each day of the unexpired Period of Insurance for which You have previously paid. We may deduct a 10% cancellation fee from any refunded premium. We will not refund any premiums for vehicles that are subject to Total Loss claims.

2. CHANGING YOUR POLICY

If You want to make a change to Your Policy, the changes only become effective when We agree to the changes and We confirm the changes in writing.

3. RESPONSIBILITIES OTHER INTERESTED PARTIES

Any person whose interests You have told Us about and We have noted on Your Policy Schedule is bound by the terms and conditions of this Policy. We may refuse a claim if You or any Interested Party is in breach of any of the terms and conditions of this Policy.

You must not transfer any interests in this Policy without obtaining Our prior written consent.

4. AVERAGE CLAUSE

Your Vehicle must be insured for no less than 85% of its Market Value otherwise We will only pay that proportion of all losses or damage which the Sum Insured bears to 85% of the Market Value, by application of the following calculation;

Payment equals the Sum Insured divided by 85% of the current Market Value of the Vehicle, multiplied by the amount of the Loss (not exceeding the Sum Insured).

We will deduct any applicable excesses from the final Average calculated payment amount.

If Your Vehicle is deemed a Total Loss and the Sum Insured is less than 85% of the current Market Value, We will only pay the Sum Insured.

5. CHANGES TO INFORMATION PREVIOUSLY PROVIDED

You are required to immediately notify Us in writing of any changes to the information or circumstances from those disclosed by You on the proposal which may increase the risk of loss, damage or injury.

6. OTHER INSURANCE OR CO-INSURANCE ON YOUR VEHICLES

You are required to notify to Us in writing if You have already effected, or if in the future You may effect any other insurances which covers Your Vehicle in whole or in part. You must render all reasonable assistance to Us in order that We may obtain a full or partial recovery from any other insurer.

7. LATE LODGEMENT OF CLAIMS AND HOW IT AFFECTS YOUR POLICY

When calculating Your renewal premium, all claims that occur during the Period of Insurance will affect the upcoming years renewal premium.

In addition, if You report an incident or loss after We have advised renewal terms, We reserve the right to revise and alter Our renewal premium.

If the Policy has already been renewed and a claim(s) has been reported that occurred within the previous Period of Insurance We reserve the right to charge any additional premium relative to the reported loss or to reduce the Period of Insurance in proportion to the amount due if that additional amount is not paid within 28 days of notification. It may also affect whether or not We choose to renew Your Policy.

If You are a new customer and We have received information that You have had claims in the previous policy period/s with a previous insurer that were not notified to Us, or, claims were lodged with that Insurer after We issued Your new Policy or Cover Note, We reserve the right to charge any additional premium relative to the reported loss or to reduce the Period of Insurance in proportion to the amount due if that additional amount is not paid within 28 days of notification. It may also affect whether or not We choose to insure You and We may cancel your Policy from the inception date.

8. YOUR DUTY OF CARE

We may not pay Your claim if You do not take all reasonable precautions to avoid or prevent the loss, damage or injury from occurring. This includes securing Your Vehicle against unauthorised entry when it is unattended. It is also a condition of this Policy that Your Vehicle is kept in good repair.

9. OUR RIGHTS OF SUBROGATION

When You make a claim under this Policy, We have the right to recover any money paid by Us from any person whom You may be able to hold liable. We will have full discretion in the conduct, defence or settlement of any claim and to take any action in Your name. You and any other party entitled to cover under this Policy must give all information and cooperation We may require.

10. RADIUS RESTRICTIONS (VEHICLES WITH A CARRYING CAPACITY EXCEEDING 5 TONNE)

If Your Vehicle is the subject of loss, damage or liability incurred as a result of an Accident for which a claim is payable under this Policy, and the loss occurs at any point of a trip that takes You outside the nominated radius from Your home, base or depot as noted on Your Policy Schedule, an additional excess of \$5,000 will be payable. This is provided the original risk We have agreed to insure is not significantly changed by the trip creating a situation where the risk would fall outside Our normal acceptance criteria. In such cases, We may refuse to pay the claim.

If the nominated radius as shown on the Policy Schedule has changed from what was originally agreed and the risk still falls within Our acceptance criteria, We may charge an additional premium (determined by Us).

11. CLAIMS

- a) If anything occurs that may give rise to a claim under this Policy or You may reasonably expect to give rise to a claim, You or Your Insurance Broker or Legal Representative must:
- Notify Us immediately advising full details of any Accidental loss, damage or anticipated or alleged liability. This can be done either verbally or in writing by completing Our claim form which will be supplied to You when You contact Us. Any correspondence You receive regarding the Accident or event must be sent to Us immediately.
 - Not admit guilt or liability, or make any promise or offer settlement or payment in connection with any claim.
 - Take all reasonable steps to protect and/or safeguard Your Vehicle from further loss, damage or theft.
 - Depending on the laws of the State or Territory in which the Accident occurs;
 - Contact the police if any person was injured.
 - Request the police to attend the scene of the Accident.
 - Attend the local police station to complete the applicable report if the police inform You that it is not necessary for them to attend the scene of the Accident.
 - You must notify the police immediately if Your Vehicle has been maliciously damaged or stolen.

- You must tell Us immediately of any notice of impending prosecution or details of any inquest or official inquiry
- You must cooperate with Us fully if We decide to take action in the recovery of any money from any other person.
- You must not authorise repairs to Your Vehicle without Our prior consent with the exception of Emergency Repairs up to \$2,500 (including the applicable excess for this Vehicle) as defined in the "Additional Benefits" section of this Policy.
- We must have the right to recover from any person, on Your behalf, the amount of any claim paid under this Policy and We must have full discretion in the conduct, settlement or defence in Your name of any claim.
- We will be solely responsible for deciding whether You have contributed to the cause of an Accident.
- All payments made to You under Section 1 of the Policy will be nett of any GST.

12. EXCESS CONDITIONS

The Excess is the first amount that You must contribute to any claim You make under this Policy. The Excess will apply to each Vehicle involved in any one loss. The Excess amount You must contribute will include the 'Standard Excess' and may include other excesses like 'Driver Age or Inexperience Excess', 'Tipping Excess', 'Outside Radius Excess' etc. You must pay this amount to Us before We can proceed with the claim, or, pay it to another party such as a Repairer.

a) Standard Excess

Unless stated elsewhere in Your Policy Schedule this is the amount You will have to contribute to every claim.

Sedans & Utilities	\$350
Rigid Body Trucks less than 5 tonne	\$500
Rigid Body Trucks 5-10 tonne	\$750
Rigid Body Trucks over 10 tonne	1% of Sum Insured with Minimum \$1,000
Prime Movers	1% of Sum Insured with Minimum \$1,500
Dog/Pig Trailers & Dollies	1% of Sum Insured with Minimum \$500
Semi Trailers	1% Of Sum Insured with Minimum \$750
Earthmoving Machinery	1% of Sum Insured with Minimum \$750
Plant Equipment	\$1% of Sum Insured with Minimum \$500
Forklifts and Miscellaneous equipment	\$500

b) Age and/or Inexperienced Driver Excess (all sedans, utilities, omnibuses and Vehicles up to 9.9 tonne Carrying Capacity)

This is additional to any Standard Excess You have to contribute. You will have to contribute an age excess or inexperienced driver excess, if at the time of any Accident giving rise to a claim Your Vehicle was driven by a person who is:

	Additional excess amount
Under 20 years of age	\$1,000
Aged 20 years or older but under 23 years of age	\$850
Aged 23 years or older but has not held an Australian drivers license for 2 or more years for the type of Vehicle being driven at the time of the Accident	\$1,000

This additional excess is not applicable if the only damage to Your Vehicle is a broken windscreen, or window glass or caused by storm or hail damage.

c) Age and/or Inexperienced Driver Excess (Vehicles with a Carrying Capacity in excess of 10 tonne)

This is additional to any Standard Excess You have to contribute. You will have to contribute an age excess or inexperienced driver excess for:

Drivers of Prime Movers	Additional excess amount
Aged 23 years or older but under 25 years of age	\$1,500
Aged 25 years or older but has not held an Australian drivers license for 2 or more continuous years for the type of Vehicle being driven at the time of the Accident and has been approved by Us	\$1,500

Drivers of Rigid Body Trucks	Additional excess amount
Aged 21 years or older but under 25 years of age	\$1,500
Aged 25 years or older but has not held an Australian drivers license for 2 or more continuous years for the type of Vehicle being driven at the time of the Accident and has been approved by Us	\$1,500

This additional excess is not applicable if the only damage to Your Vehicle is a broken windscreen, or window glass or caused by storm or hail damage.

d) Tipping Excess

This excess is applicable if any Vehicle covered under this Policy is damaged as a result of a loss that occurs whilst the tipping hoist of the Vehicle is partially or fully extended. An additional excess equal to 100% of the standard excess for this Vehicle type will apply with a minimum additional Tipping Excess of \$1,000.

e) Outside Radius Excess (applicable to Vehicles with a Carrying Capacity exceeding 5 tonne)

If Your Vehicle is the subject of loss, damage or liability incurred as a result of an Accident for which a claim is payable under this Policy, and which occurs at any point of a trip that takes You outside the nominated radius from Your home, base or depot as noted on Your Policy Schedule, an additional excess of \$5,000 will apply.

Where a loss occurs and You are deemed not to be at fault, Your Excess amount will only be refunded if We are successful in making a full recovery of all the claim costs from another party. If We are only able to make a partial recovery of all costs, We may refund an amount of Excess proportionate to the amount we are able to recover, any additional costs We have incurred to make that recovery and the amount of Excess You have paid.

We may waive the payment of all or part of the Excess amount, provided that, before any payments are made under the Policy, We can clearly establish that You are not responsible for the cause of the loss and We can clearly establish the details of the responsible party and that We are confident of making a full recovery of the costs involved.

Any waiver of the Excess will be strictly at Our sole discretion.

13. TOTAL LOSS CLAIMS

If a loss occurs that is covered by this Policy or Your Vehicle is stolen and not yet recovered, or, damaged to such an extent that it is declared a Total Loss:

1. You must pay Us the amount of any unpaid premium for the Period of Insurance for that Vehicle or Vehicles prior to Us paying You any benefits, or, We will be entitled to deduct the unpaid premium from the amount payable to You. If We are replacing Your Vehicle, You must pay Us the balance of any unpaid premium for the Period of Insurance prior to any final settlement of the claim.
2. You must take back any Vehicle that was the subject of theft and is recovered prior to Us paying any settlement amount to You. We will then pay for any damage sustained to the Vehicle under the standard terms and conditions of Section 1 of this Policy.
3. We will only make a payment for claims involving the theft of Your property, or part thereof, after 90 days has expired from the date of the theft occurring if the property has not been recovered.
4. The wreckage or salvage of Your Vehicle will become Our property and We will keep any proceeds obtained due to the sale of that salvage, once you have signed the Total Loss Discharge.
5. The contract of insurance will be considered complete for any Vehicle and it will be deleted from the Schedule. You will not be entitled to a refund of any unexpired or unused portion of its premium.

PHONE ASSISTANCE AND CONTACT DETAILS

If You need to clarify any of the information contained in this Policy Document or You have any queries regarding Your Insurance Policy, please contact Us directly or contact Your appointed Insurance Intermediary.

For all enquiries, please call:

Austruck Insurance Pty Limited ABN 77 123 519 862

Address Level 5, Garden City Commercial Tower
14 Mount Gravatt – Capalaba Road
Upper Mount Gravatt QLD 4122

GPO Box 6824
Upper Mount Gravatt QLD 4122

Phone 07 3420 8888

Fax 07 3420 8899

Web www.austruckin.com.au

PO Box 6824, Upper Mt Gravatt Qld 4122
Phone 07 3420 8888 Fax 07 3420 8899
www.austruckin.com.au