



MOTOR VEHICLE POLICY

MMA_MOT_V.02

MOTOR VEHICLE POLICY	2
The Agreement	2
DEFINITIONS	3
SECTION 1	5
Loss	5
Indemnity	5
Basis of Settlement Applicable to Section 1	5
Exclusions Applicable to Section 1	6
Additional Benefits Applicable to Section 1	7
SECTION 2	9
Legal Liability (Personal Injury & Property Damage)	9
Indemnity	9
Exclusions Applicable To Section 2	10
Additional Benefits Applicable To Section 2	11
Additional Benefits Applicable to Sections 1 and 2	12
General Exclusions Applicable to Sections 1 and 2	14
Conditions Applicable To Sections 1 And 2	16

MOTOR VEHICLE POLICY

The Agreement

Whereas the Named Insured has paid or agreed to pay to the Insurer stated in the Placing Schedule the sum stated in the said Placing Schedule as premium for the insurance hereinafter contained for the Period of Insurance stated in the said Placing Schedule the Insurer will, as regards any Insured Vehicle specified in the said Placing Schedule subject to the terms, Conditions and Exclusions contained herein or endorsed hereon or attached hereto and subject to the Deductible as defined, provide indemnity against Loss, as insured under Section 1 – Loss of this Policy, or liability, as insured under Section 2 – Legal Liability of this Policy.

However the Insurer will not provide indemnity for

- (a) theft by the Named Insured
- (b) theft by any person to whom any Insured Vehicle is on hire under any agreement for hire including any agreement for hire purchase or lease
- (c) theft by any person for whose debt any Insured Vehicle stands as security under or pursuant to any agreement entered into by the Named Insured

actually occurring during the Period of Insurance stated in the said Placing Schedule, or any subsequent period for which the Named Insured shall agree to pay and the Insurer shall agree to accept a renewal premium.

Provided also that any other person or party granted indemnity and/or insurance under this Policy shall, as though that person or party were the Insured, observe, fulfil and be subject to the terms, provisions, Conditions and Exclusions contained in, endorsed on or attached to this Policy insofar as they can apply.

DEFINITIONS

1. Insured

Insured means each of the following to the extent set forth below:

- (a) the corporation or other entity specified in the Placing Schedule as the Named Insured and its/their subsidiary and related bodies corporate, as defined in the Corporations Act 2001, controlled entities and other entities for which the Insured has assumed an obligation to arrange insurance (including those acquired or incorporated during the Period of Insurance) for their respective rights, titles and interests;

(All of the above hereinafter also referred to as the Named Insured)

and at the option of the Named Insured:

- (b) any director, executive, officer, employee or partner of the Named Insured;
- (c) any other party to the extent of such party's interest in any Insured Vehicle by virtue of and in accordance with the terms of hiring, leasing, renting or other terms or agreements;
- (d) the employer or principal of the Named Insured in connection with the use of any Vehicle (other than a Vehicle belonging to the employer or principal) to which the indemnity granted by this Policy applies and which is being used for purposes within the scope of such indemnity;
- (e) any person driving, using or in charge of an Insured Vehicle with the Insured's permission or any person in or on, entering into or alighting from any Insured Vehicle;
- (f) to the extent only of the indemnity provided under Section 2 of this Policy, the Australian Federal, State or Local Government in connection with the use of any Vehicle (other than a Vehicle belonging to such Government) to which the indemnity granted by this Policy applies and which is being used for purposes within the scope of such indemnity.

2. Insured Vehicles

Insured Vehicles means all Vehicles now or hereafter existing

- (a) owned, leased, hired, used or operated by the Named Insured;
- (b) in which the Named Insured has or acquires an insurable interest;
- (c) for which the Named Insured has accepted responsibility;
- (d) being used in substitution for a Vehicle described in (a) above and which is not then in use;

including

- (i) Vehicles owned by directors, executives, officers or employees, at the option of the Insured;
- (ii) Vehicles owned and supplied by any other party whilst being used on the Business of the Named Insured;

but not including any Vehicle valued in excess of \$250,000 or alternative amount stated in the Placing Schedule unless written approval has been given by the Insurer.

3. Vehicle

Vehicle means

- (a) a mechanically propelled vehicle designed for use on land;
- (b) any trailer or caravan trailer;
- (c) any other vehicle or equipment which is not mechanically propelled, to the extent that the Insurer agrees to provide indemnity following on a specific declaration to the Insurer;

and shall include in all cases Vehicle Accessories and exclude vehicles running or stationary on rails and/or cables.

4. Vehicle Accessories

Vehicle Accessories means and is deemed to include, without limiting its generality, tools, spare parts, sign writing, art-work, advertising signs, radio transmitters and receivers, cassette players, compact disc players, other electronic or electrical equipment, air conditioning units, gates, binders and tarpaulins whilst on or about the Vehicle, and mobile phones and satellite navigation devices to the extent not otherwise insured, including any of the aforesaid interest owned by employees or directors of the Insured.

5. Deductible

Deductible means the amount as shown in the Placing Schedule and is applied as described below.

For each event, or series of events arising from the one originating cause, for which a claim or claims is paid under this Policy, the Insured shall bear the amount of the Deductible in respect of each and every Insured Vehicle, except as provided below or where this Policy provides that the Deductible does not apply.

For each event, or series of events arising from the one originating cause involving articulated Vehicles, only one Deductible shall apply to each set of articulated Vehicles, as if such set was one Insured Vehicle and, where the prime mover and the trailer(s) have different Deductibles, the highest Deductible shall apply.

Provided that, where a Loss is limited to breakage of windscreens or window glass only, no Deductible shall apply in respect of same.

6. Constructive Total Loss

Constructive Total Loss means the reasonable abandonment of an Insured Vehicle because

- (a) its actual Total Loss seems unavoidable, or
- (b) it could not be preserved from actual Total Loss or destruction without the Insured incurring an expenditure which would exceed its repaired and/or recovered value.

7. Loss

Loss means loss, damage or destruction caused by an Accident.

8. Accident

Accident means an unforeseen or unintended happening.

9. Act of Terrorism

Means an act, including but not limited to the use or threat of force or violence, of any person or groups(s) of persons, whether acting alone or on behalf of or in connection with any organisation or government, which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

10. Total Loss

Total Loss means the Insured Vehicle is

- (a) lost or stolen and not recovered within 30 days, or
- (b) damaged beyond repair or the Insurer considers the cost of repairing the Insured Vehicle is uneconomical or greater than the maximum amount payable in respect of any one Loss in respect of the Insured Vehicle less the value of any salvage.

11. Market Value

Market Value means the Insurer's assessment of the Insured Vehicle's value, using local market prices and considering the age and condition of the Insured Vehicle immediately prior to the Loss.

SECTION 1

Loss

Indemnity

The Insurer will indemnify the Insured against

1. Loss to any Insured Vehicle, and
2. Loss of any Vehicle Accessories

in accordance with the Basis of Settlement Applicable to Section 1 and the other terms and conditions of the Policy.

Basis of Settlement Applicable to Section 1

- (a) The Insurer may at its option
 - (i) as far as circumstances permit and in reasonably sufficient manner, repair, reinstate or replace the Insured Vehicle or parts thereof and Vehicle Accessories, or
 - (ii) pay the amount of the Loss not exceeding the lesser of the Market Value of the Insured Vehicle and Vehicle Accessories at the time of such Loss or, where a sum insured has been declared in respect of the Insured Vehicle, the sum insured as declared.

Provided that

- (i) if the Insurer replaces the Insured Vehicle, the Insurer will pay all registration, compulsory third party insurance, stamp duty, dealer charges and other on road costs on the replacement Vehicle. Any refund of registration fees or compulsory third party insurance applicable in respect to the Insured Vehicle being replaced must be refunded to the Insurer.
 - (ii) where the Insured elects to retain lawful possession of the salvage the amount representing the value of the salvage to the Insurer is deducted from the claim settlement.
- (b) Notwithstanding Basis of Settlement (a), in the event of the Total Loss or Constructive Total Loss of an Insured Vehicle leased or hired to the Insured, the Insurer will pay
 - (i) the costs of discharging the lease or hiring agreement including the "pay out figure", or
 - (ii) the Market Value of the Insured Vehicle at the date of the Losswhichever is the greater.

Where the Insured elects to retain lawful possession of the salvage the amount representing the value of the salvage to the Insurer is deducted from the claim settlement.

Where such Insured Vehicle is within two years of its original registration at the time of such Loss, at the option of the Insured (and with the consent of the financier), Basis of Settlement (c) will apply.

- (c) Notwithstanding Basis of Settlement (a), in the event of any Insured Vehicle becoming a Total Loss or Constructive Total Loss
- (i) within two years of its original registration if the Insured Vehicle is a sedan, station wagon, four wheel drive vehicle, van or utility or other goods carrying vehicle with a gross vehicle mass of 5 tonne or less or a minibus with a carrying capacity of not greater than 15 persons, or
 - (ii) within one year of its original registration if the Insured Vehicle is a Vehicle other than as described in (i) immediately above

the Insurer will, at the option of the Insured (and with the consent of any financier where applicable)

- (i) replace the Insured Vehicle with a new Vehicle of the same make, model or series (subject to availability in Australia), including all similar accessories, tools and spare parts, or
- (ii) pay the original cost price of the Insured Vehicle but not exceeding the replacement cost of a new Vehicle as described in (i) above.

Provided that

- (i) if the Insured elects for replacement of the Insured Vehicle as described in (i) above and a new replacement Vehicle is not available as required above, the Insurer will replace the Insured Vehicle with the nearest equivalent Vehicle available. If the Insurer and Insured cannot agree on the nearest equivalent replacement Vehicle, the Insurer will pay an amount that is equivalent to the cost to purchase a new Vehicle the same as, or a near equivalent of, the Vehicle which needs replacing.
 - (ii) if the Insurer replaces the Insured Vehicle, the Insurer will pay all registration, compulsory third party insurance, stamp duty, dealer charges and other on road costs on the replacement Vehicle. Any refund of registration fees or compulsory third party insurance applicable in respect to the Insured Vehicle being replaced must be refunded to the Insurer.
 - (iii) where the Insured elects to retain lawful possession of the salvage the amount representing the value of the salvage to the Insurer is deducted from the claim settlement.
- (d) Where the Insurer makes a payment under this Policy for the acquisition of goods, services or other supply, the Insurer will reduce the amount of the payment by the amount of any tax credit that the Insured is, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999, in relation to that acquisition, whether or not that acquisition is actually made.

Where the Insurer makes a payment under this Policy as compensation instead of payment for the acquisition of goods, services or other supply, the Insurer will reduce the amount of any input tax credit that the Insured 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.

Exclusions Applicable to Section 1

The Insurer shall not be liable to pay for

- (a) loss of use, depreciation, wear and tear, rust and corrosion, structural, mechanical, electrical or electronic breakdown, failure or breakage.
- (b) damage to tyres by application of brakes, or by road cuts, punctures or bursts.
- (c) Loss by theft during or after the occurrence of an Accident unless reasonable steps have been taken to ensure the safety of the Insured Vehicle and Vehicle Accessories.
- (d) Loss occasioned by lawful seizure or other operation of law.

Provided that these Exclusions (a) to (d) shall not apply to any subsequent Loss otherwise insured by this Policy.

Additional Benefits Applicable to Section 1

In addition and not limited by the Sum Insured, unless otherwise stated herein, the Insurer will pay

1. Recovery

the reasonable cost of the recovery, protection and removal of the Insured Vehicle to the nearest practical place of safety and/or repairer acceptable to both the Insured and the Insurer in consequence of Loss the subject of indemnity under Section 1 and the reasonable cost of delivery after repair to the usual place of garaging of the Insured Vehicle.

2. Return After Theft

all costs and expenses associated with returning to its normal place of garaging, any Insured Vehicle which has been recovered after being stolen.

3. Hiring Costs

all reasonable costs (including insurance premiums) incurred during a period to a maximum of thirty (30) days in all, any one event any one Insured Vehicle, of

- (a) hiring a comparable substitute Vehicle approved by the Insurer, to a maximum amount of \$5,000 per event per Vehicle; or
- (b) using any other means of transport (including taxi cabs, taxi trucks or public means of transport) to a maximum amount of \$100, or alternative amount stated in the Placing Schedule, any one day,

whilst any Insured Vehicle for which a claim is admitted for Loss is being repaired, recovered, reinstated or replaced.

Provided that the Insurer may at its option provide a temporary replacement Vehicle for this period.

4. Transport of Driver

in the event that an Insured Vehicle is stolen or rendered incapable of being driven on the road due to Loss the subject of indemnity under Section 1, all reasonable costs to transport the driver and co-driver or driver assistant and any non-fare paying passengers of the Insured Vehicle at the time of Loss from the place at which the Insured Vehicle is stolen or has become immobilised to, at the option of the Insured, the driver's and co-driver's or driver assistant's and passengers' place of residence, place of work, intended destination or point of departure, to a maximum amount of \$2,000 per event.

Such costs include temporary accommodation costs reasonably and necessarily incurred in the course of transportation.

5. Temporary or Emergency Repairs

the cost of repairs, to a maximum amount of \$1,000 per event, to any Insured Vehicle following a Loss which is accepted as a claim under Section 1 and which the Insured authorised to enable the Insured Vehicle to be driven to the nearest practicable place of safety.

6. Personal Effects

for Loss to personal effects other than cash, cheques or other negotiable securities, lost or damaged in an Accident or stolen following violent and forcible entry into the locked Insured Vehicle, to a maximum amount of \$2,000, or such other amount as is shown in the Placing Schedule, per event.

Provided that any claim under this Additional Benefit shall be free of any Deductible.

7. Expediting Expenses:

for:

- (a) carriage by express passenger, fast-goods or other rail and road transport
- (b) carriage by air freight via licensed airlines operating a regular service but not by aircraft chartered for such carriage unless agreed by the Insurer
- (c) any expenses other than for carriage

which will expedite repair of damage to an Insured Vehicle the subject of a claim under this Policy, to a maximum amount of \$5,000 per event.

8. Death of Driver – Funeral Expenses

funeral expenses in the event of death of the driver of an Insured Vehicle arising out of an Accident involving the Insured Vehicle, to a maximum amount of \$5,000 per event. This Additional Benefit includes the expenses, associated with the funeral, for transportation of the body of the deceased person and for travel by any member of the deceased person's immediate family for the purpose of attending the funeral.

9. Modification to Vehicle

reasonable costs of modifying the Insured Vehicle or the driver's private Vehicle if the driver of an Insured Vehicle is permanently disabled as a direct result of injuries received in an Accident involving the Insured Vehicle, to a maximum amount of \$3,000 per event.

10. Replacement of Locks and Keys

reasonable costs of replacing the key ignition barrel and all locks and keys and necessary re-coding of the Insured Vehicle's locks if the keys to the Insured Vehicle are lost, destroyed, stolen or damaged or there are reasonable grounds to believe the keys may have been illegally duplicated, to a maximum amount of \$2,000 per event per Vehicle.

11. Tyre Replacement

the replacement cost of a new tyre of a similar make and specification if any tyre cannot be used following loss, destruction or damage as a result of an Accident involving the Insured Vehicle, **provided that**

- (a) the condition of the damaged tyre, before it was damaged, conformed with legal requirements, and
- (b) it was not a recapped or retread tyre.

12. Traffic Management Costs

the actual costs incurred by the Insured where, as a result of an Accident giving rise to a claim covered under Section 1, debris forming part of an Insured Vehicle causes an obstruction to traffic and the Police require the use of a licenced and accredited Traffic Management and Control company to direct and control traffic following the Accident, to a maximum amount of \$5,000 per event.

SECTION 2

Legal Liability (Personal Injury & Property Damage)

Indemnity

The Insurer will indemnify the Insured against liability at law by way of damages in respect of

1. Personal Injury which term shall include death, illness and bodily injury.
2. Loss of or damage to property and/or loss of use of property damaged or not damaged other than property
 - (a) owned by the Named Insured.
 - (b) in the physical or legal custody of the Named Insured.

The following property shall be deemed to be not in the physical or legal custody of the Named Insured:

- (i) Named Insured's employees' or visitors' Vehicles, whilst contained within a car park owned or operated by the Named Insured.
- (ii) Provided not owned by the Named Insured, any caravan, trailer (which word shall include any equipment and/or vehicle which is not mechanically propelled) or disabled mechanically propelled Vehicle whilst being towed by the Insured Vehicle or accidentally detached from the Insured Vehicle whilst being towed.
- (iii) Premises leased or rented to the Named Insured.

Provided Always That

1. such Personal Injury or loss of or damage to property or loss of use of property is caused by or arises out of
 - (a) the use of an Insured Vehicle or by and during the operation of loading or unloading an Insured Vehicle.
 - (b) the towing by an Insured Vehicle, including accidental detachment from the Insured Vehicle, of any caravan or trailer (which word shall include any equipment and/or vehicle which is not mechanically propelled) or disabled mechanically propelled Vehicle.

Provided that

- (i) such towage is not for reward,
 - (ii) not more than one disabled mechanically propelled Vehicle is being towed at any one time, and
 - (iii) the number of trailers being towed at any one time does not exceed the number permitted by law.
- (c) goods or items carried by, on or falling from an Insured Vehicle or caravan or trailer (which word shall include any equipment and/or vehicle which is not mechanically propelled).

For the purposes of proviso 1. (b)(i) above, any amount received or receivable for carriage of goods or any other items in a trailer towed by an Insured Vehicle does not constitute reward but in no case is cover provided under this proviso 1. (b) where the Insured Vehicle is a tow truck towing a disabled Vehicle or Vehicles for reward.

2. The aggregate Limit of Liability of the Insurer under Section 2 Indemnity clauses 1. and 2. shall be limited

to an amount of \$20,000,000 or the amount stated in the Placing Schedule in respect of all claims whatsoever and howsoever arising out of any one Accident unless otherwise stated elsewhere in this Policy.

Exclusions Applicable To Section 2

1. This Policy does not include indemnity against liability for Personal Injury
 - (a) to the extent that the Insured is partly or wholly entitled to indemnity under any compulsory statutory insurance scheme or accident compensation scheme.
 - (b) to the extent that the Insured would have been entitled under any such scheme referred to in 1.(a) above but for the failure to:
 - (i) insure or register the Vehicle;
 - (ii) lodge a claim in accordance with its requirements;
 - (iii) comply with any of its terms and conditions.
 - (c) to any
 - (i) person driving and/or in charge of a Vehicle;
 - (ii) of the Insured's employees but only in circumstances where insurance is required in respect of such liability by virtue of any statutory workers compensation scheme;
 - (iii) member of the Insured's family.
 - (d) if the Vehicle is registered in the Northern Territory of Australia.
2. This Policy does not include indemnity against liability for Personal Injury or loss of or damage to property or loss of use of property
 - (a) arising out of the towing or carrying of dangerous goods where a placard is required to be displayed on or affixed to the Vehicle in accordance with any applicable law or regulation for the transportation of dangerous goods.
 - (b) where the Vehicle is not registered for road use when such liability is incurred.

Any Vehicle which is conditionally registered in South Australia in accordance with section 25 of the Motor Vehicles Act 1959 (S.A.) or any Vehicle which has been issued with a special or temporary permit to drive the Vehicle in circumstances which would otherwise require the Vehicle to be registered under any motor registration legislation in any State or Territory of Australia is deemed to be registered for the purposes of this Exclusion 2(b).
 - (c) for claims caused by the use of any tool or plant forming part of or attached to or used in connection with the Vehicle at any work site. This exclusion does not apply in respect of any forklift which is registered for road use.
 - (d) for fines and penalties or aggravated, exemplary or punitive damages.

Additional Benefits Applicable To Section 2

The Insurer will also indemnify the Insured in accordance with the following:

1. Non-Owned Vehicles

Notwithstanding anything to the contrary contained herein and only for the purposes of the indemnity granted under Section 2 and Additional Benefits 1 and 2 of Additional Benefits Applicable to Sections 1 and 2, to the extent not otherwise insured, Insured Vehicle includes any Vehicle not owned, used or operated by the Insured whilst such Vehicle is being used in connection with the Business provided its use has been authorised by the Named Insured.

2. DANGEROUS GOODS

Subject to all the other terms and conditions of this Section and a Limit of Liability of \$250,000, or alternative amount stated in the Placing Schedule, any one Accident or series of Accidents arising out of the one event (inclusive of any clean up costs incurred by or on behalf of a government authority), indemnity as provided under Section 2 is extended to cover liability arising out of the carrying or towing of dangerous goods where a placard is required to be displayed on or affixed to the Vehicle in accordance with any applicable law or regulation for the transportation of dangerous goods provided the Insured complies with all the requirements of such law or regulation.

Exclusion 2(a) to Section 2 shall not apply to the cover provided by this Additional Benefit.

3. UNINSURED MOTORIST

If this Policy has been endorsed to provide Section 2 Cover Only in respect of the Insured Vehicle the subject of Loss, the Insurer will pay up to \$5,000 per event per Vehicle for damage to the Insured Vehicle caused in a collision with an uninsured Vehicle, if:

- a. the Insurer agrees the other driver was completely at fault, and
- b. the Insured can provide the Insurer with the name and address of the other driver.

A Vehicle is uninsured if neither the driver nor the owner of the Vehicle had an insurance policy that would cover them for legal liability to pay compensation for property damage.

Additional Benefits Applicable to Sections 1 and 2

The following Additional Benefits are payable in addition to the Sum Insured and Limit of Liability.

1. Law Costs

The Insurer will also pay in connection with claims to which the indemnity expressed by this Policy applies or claims to which, if sustained, such indemnity would apply, all law costs and all charges and expenses incurred with the written consent of the Insurer or which may be ordered to be paid in respect of any legal action which is defended with the written consent of the Insurer.

2. Legal Defence

The Insurer may, at its option and at its cost, represent the Insured, or any other person or party who may be entitled to indemnity under this Policy, at any inquest or other official inquiry and may undertake the defence in any court of competent jurisdiction in respect of any alleged offence if, in connection with such alleged offence, any event has occurred which may be the subject of indemnity under this Policy.

3. General Average

This Policy indemnifies the Insured against contributions for general average and salvage charges, where such maritime conditions apply, whether or not Loss is suffered to an Insured Vehicle when such Insured Vehicle is being transported by sea between places within Australia.

4. Vehicles On Loan

This Policy indemnifies the Insured in respect of any Insured Vehicle loaned to any person, firm or entity.

5. Vehicles Used for Demonstration, Sale, Repair, Servicing and/or Testing

This Policy indemnifies the Insured in respect of the use of any Insured Vehicle by any person, firm or company for the purpose of demonstration, sale, repair, servicing and/or testing.

6. Removal Of Debris

This Policy indemnifies the Insured in respect of all costs, charges and expenses necessarily and reasonably incurred to clear up and/or remove any debris arising from an Accident and/or from goods falling from any Insured Vehicle.

Such costs, charges and expenses include the cost of cleaning and/or decontamination.

Provided that the Insurer's liability in respect of such costs, charges and expenses shall not exceed \$25,000, or alternative amount stated in the Placing Schedule, any one event.

7. Automatic Reinstatement

Following payment of a claim under this Policy, other than a claim under Section 1 for Total Loss or Constructive Total Loss, the Insurer will reinstate the amount of indemnity provided immediately prior to the payment of the claim.

8. Claims Preparation Costs

This Policy covers costs necessarily and reasonably incurred by the Named Insured, with the Insurer's approval, in producing and certifying any details required in terms of any condition relating to claims procedure, up to \$10,000, or alternative amount stated in the Placing Schedule, for any one event.

9. Contractual Agreements

Notwithstanding General Exclusion 1 of this Policy, where in the ordinary course of Business the Named Insured

- (a) assumes any liability by way of express undertaking or indemnity, or
- (b) enters into an agreement with another party where such agreement provides in substance that the Named Insured shall indemnify and/or hold harmless and/or release from liability such other party in respect of any Loss which may occur as a result of any peril or eventuality hereby insured against

this insurance shall not be prejudiced by the Named Insured agreeing to such provision, and the indemnity and/or release given by the Named Insured shall be equally binding upon the Insurer.

10. Police, Fire And Other Costs

The Insurer agrees to indemnify the Insured for the amount of costs levied by the police force or any fire brigade or authority following an Accident involving the Insured Vehicle and requiring or resulting in

- (a) the attendance of members of a police force at the Accident site;
- (b) the attendance of members of any official fire brigade or authority for the purpose of fire extinguishment or other purposes;

(c) the defence, safeguard and/or recovery of the Vehicle.

11. Repairer - Insured's Option

Notwithstanding anything contained in this Policy to the contrary, the Insured, in the event of a claim, may use a repairer or repairers of their choice, **provided that**

- (a) the repairer(s) is/are competent to effect such repairs, and
- (b) the repairer(s) is/are registered under any pertinent law or regulation to carry on such repair business, and
- (c) the quote for the repairs is not in excess of that of the repairer(s) nominated by the Insurer. However, if such quote does exceed that of the Insurer's repairer(s), the Insured will have the option of using their repairer(s) provided that the Insured agrees to pay the difference between such quotes.

12. Unlicensed Driver

Any Exclusion applicable when the Insured Vehicle is being driven by an unlicensed driver shall not apply if the Vehicle was being driven without the Insured's consent or was being driven with the consent of the Insured who was not aware that the driver was not so licensed.

13. Novated Leases

This Policy extends to cover employees, their spouses and immediate family's Vehicles, which are the subject of a novated lease or similar agreement, arranged under the auspices of and specifically agreed to be insured by the Named Insured.

Further this Policy extends to indemnify any other party having an interest in any Vehicle by virtue of and in accordance with the terms of any novated lease or similar agreement.

14. Overseas Drivers

Notwithstanding General Exclusion 5 (d) this Policy extends to include claims arising out of the use of any Insured Vehicle by drivers from countries other than Australia, provided that the driver has

- (a) been duly authorised to drive the Vehicle by the Insured,
- (b) at the time of the Accident, no intention of becoming a permanent resident of Australia, and
- (c) proof that they are a licensed driver in their country of origin and that they are legally in Australia.

General Exclusions Applicable to Sections 1 and 2

This Policy Does Not Cover

1. liability arising under any undertaking or indemnity given or contracted by the Named Insured without the written authority of the Insurer unless such liability would have arisen notwithstanding such undertaking or indemnity.

Provided that this General Exclusion 1. shall not apply to the cover granted under Additional Benefit 9. - Contractual Agreements - Additional Benefits Applicable to Sections 1. and 2.

2. Loss or liability and/or compensation for damage and/or injury caused or arising outside Australia except during transportation by sea, land or air between any places in Australia.
3. Loss or liability and/or compensation for damage or injury
 - (a) directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.
 - (b) directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
4. any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
5. Loss or liability and/or compensation for damage and/or injury caused whilst the Insured Vehicle
 - (a) is being driven by or is in the charge of any person
 - (i) under the influence of any illegal substance or intoxicating liquor; or
 - (ii) in whose blood the level of alcohol, as shown by analysis of the person's breath or blood, is equal to or in excess of that level at which 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 analysis is conducted; or
 - (iii) who fails or refuses to provide a specimen or sample of their breath, their blood or their urine for the purpose of analysis when called upon to do so by a member of the police force or other authorised person.

Provided that this General Exclusion 5.(a) shall not apply

 - (i) to the extent that there are any relevant statutory provisions to the contrary.
 - (ii) to indemnity and/or insurance provided on behalf of any other person or party if such other person or party did not consent to the Insured Vehicle being driven by or being in the charge of the person whilst such person was so affected.
 - (b) is engaged in racing, pacemaking, reliability trials, speed or hill-climbing test or whilst being tested in preparation therefor with the knowledge and consent of the Named Insured.
 - (c) is being used in an unsafe or unroadworthy condition if such condition could reasonably have been detected by the Named Insured provided that this General Exclusion 5.(c) shall not apply if the damage, liability or injury was not caused by such unsafe or unroadworthy condition.

- (d) is being driven by the Insured or by any person with the consent of the Named Insured if, to the knowledge of the Named Insured, the driver was not duly authorised under all relevant laws, by-laws and regulations to be driving such Insured Vehicle for the purpose for which it was being used.
 - (e) is being used for the conveyance of passengers for fare, hire or reward, except under any private pooling arrangement for social or other similar purpose including travelling to and from work provided that the total contribution made by passengers for the journey concerned does not involve any element of profit.
6. (a) to the extent that the Named Insured is entitled to indemnity under any statutory fund, statutory scheme, policy of insurance or self insurance, required by any law relating to workers' or workmens' compensation.
 - (b) liability to any employee of the Insured to the extent imposed by industrial award or agreement or determination where such liability would not have been imposed in the absence of such law or industrial award or agreement or determination.
 - (c) liability imposed by any law relating to Employment Practices.
7. consequential loss, except as specifically provided under Section 2 of this Policy.
 8. any claim directly or indirectly caused by, resulting from or in connection with any Act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

Conditions Applicable To Sections 1 And 2

1. Cross Liability/Subrogation Waiver

The words "the Named Insured" shall be considered as applying to each party comprising the Named Insured in the same manner as if that party were the only party named herein as the Insured and the Insurer waives all rights of subrogation or action which they may have or acquire against any of such parties.

2. Breach Of Conditions

This Policy shall not be prejudiced by

- (a) the breach or non-compliance with any Policy Condition(s) by any one of the Insured(s) in regard to any other of the Insured(s).
- (b) the Insured Vehicle being used in a manner or condition described in the Exclusions to this Policy without the knowledge or consent of the Named Insured.

3. Notification of Claims

The Named Insured or their legal personal representative shall give notice in writing to the Insurer of any Accident as soon as practicable after the occurrence thereof. Every letter, claim, writ, summons or process shall be notified or forwarded to the Insurer immediately on receipt thereof. Notice shall also be given in writing to the Insurer immediately the Named Insured or their legal personal representatives shall have knowledge of any impending prosecution or inquest in connection with any Accident for which there may be liability under this Policy.

4. False Declaration

No false declaration or statement shall be made in support of any claim under this Policy.

5. Insurer's Rights

In the event of any Accident resulting in a claim under this Policy

- (a) no admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer.
- (b) the Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and the Insurer shall have full discretion in the conduct of any proceedings or the settlement of any claim.
- (c) the Insured shall give all such information and assistance as the Insurer may require.

6. Other Insurance

Other Insurance covering any of the property hereby insured is permitted provided the same is declared in writing when required by the Insurer.

7. Cancellation

This Policy or any Section thereof may be cancelled at any time by

- (a) the Insured by giving notice in writing to the Insurer.
- (b) the Insurer for any of the reasons set forth in Section 60 of the Insurance Contracts Act (Cth) 1984 by serving on the Insured sixty (60) days notice in writing in accordance with Section 59 of that Act.
- (c) a premium funding company only in accordance with the power of attorney granted to such company by the Insured.

The Insured shall be entitled to a pro-rata refund of premium for the unexpired portion of the Period of Insurance.

8. Proper Law

This insurance shall be governed by Australian law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within Australia and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and the practice of such court.

9. Severability

This Policy, including any amendment, renewal or variation or endorsement of it, shall be construed as if each person entitled to claim on it, whether a party to the contract of insurance or not, had made a proposal, application or request for the policy, amendment, renewal or variation or endorsement in respect of their interest only. Further, any information or knowledge possessed by a person entitled to claim on this Policy, whether possessed before or after the contract was entered into, shall not be imputed to any other such person. The Insurer will not seek any relief whatsoever (including cancellation of this Policy) for non-disclosure and/or misrepresentation against a person entitled to claim under this Policy unless the Insurer would have been entitled to that relief had the person claiming been the only person covered by this Policy.

Further, neither the inclusion of more than one Insured under this Policy nor any act, omission, breach or default by an Insured shall in any way affect the rights of any other Insured, it being intended that this Policy should be construed as if a separate contract of insurance had been entered into by each Insured but not so as to increase the Insurer's limit of liability.

10. Policy Interpretations

Where words other than the Insured (except the Named Insured) or the Insurer have been used in Endorsements attaching to this Policy to represent those legal entities, it is agreed that for the purpose of these Endorsements the words the Insured and the Insurer are deemed to have the same meaning as those alternative words used in the Policy.

It is further agreed that

- (a) words importing persons shall include corporations and other legal entities,
- (b) references in the singular shall be deemed to include the plural and vice versa, and
- (c) words depicting any gender include reference to all other genders.

11. Headings

Headings have been included for ease of reference and it is understood and agreed that the terms and conditions of this Policy are not to be construed or interpreted by reference to such headings.

12. Premium Adjustment Clause

At the expiry of the Period of Insurance, the Named Insured shall declare in writing to the Insurer the number of Insured Vehicles. The Premium will be adjusted by applying 50% of the unit cost rate agreed to the difference in the number of vehicles declared at inception and expiry of the Period of Insurance and the Insurer will charge an additional premium or pay a return premium accordingly.

