



QBE Insurance (Australia) Limited

Commercial Motor

Product Disclosure Statement and Motor Vehicle Insurance Policy



This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήστε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜੁੱਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should take into account your personal circumstances when considering the information provided to decide if the product is right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

Information in this PDS might change. If the change is adverse and might affect a reasonable person's decision to buy the policy, then either a supplementary PDS (SPDS) or a new PDS will be provided at renewal.

For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact your financial services provider. The contact details for your financial services provider are set out in the documentation they give you.

Full details of what you must do for us to consider your claim are provided in the 'Claims' section at the end of this booklet. To make a claim under this Policy please contact your financial services provider.

We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. In an emergency outside normal business hours you may ring our emergency service on 1800 023 387 for assistance.

About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

QBE in the community

Premiums4Good™

We are committed to giving back to the communities that we operate in. Through Premiums4Good, we invest a portion of customer premiums into investments that have additional social or environmental features. So, when you choose us as your insurer, your premium automatically does some good.

About Austbrokers

The Policy is distributed by insurance brokers from the Austbrokers Network who are licensed Partners of AUB Group Limited ABN 60 000 000 715.

The Austbrokers Network was established in 1985 to give individual insurance brokers the opportunity to enjoy the benefits of a larger group, yet still maintain that all important feel of independence. With a total turnover of over \$2.9 billion in general insurance premiums the Austbrokers Network ranks within the top general insurance broking groups in Australia.

AUB Group Limited ("Austbrokers") has entered into an arrangement with QBE to develop financial products and services that are distributed by Austbrokers Partners.

Important information

This Policy Wording is distributed by Austbrokers and does not take into account any of your particular objectives, financial situation or needs. Before you make any decisions about whether to purchase this insurance, we recommend you read this insurance policy wording and obtain advice from your Austbrokers Partner or authorised representative.

Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The cost of this policy

Premium is what you pay us for this Policy. It's made up of the amount we've calculated to accept the risk of insurance under this Policy as well as any taxes and government charges.

When calculating your premium we take a number of factors into account, including the type of cover you have chosen for each vehicle and:

	Comprehensive cover	Third Party Fire and Theft cover	Third Party Property Damage cover
Information about the insured vehicle(s) such as the make, model, type and age	Yes	Yes	Yes
How each vehicle's used	Yes	Yes	Yes
The value of the vehicle(s) and whether you have insured it for Agreed or Market Value	Yes	Yes	No
The usual location of the insured vehicle(s)	Yes	Yes	Yes
The Standard Excess selected	Yes	Yes	Yes
Previous insurance and claims history of the insured(s) and any drivers you have told us about, and	Yes	No	No
The radius of operation from the usual location of the insured vehicle(s)	Yes	Yes	Yes
Special clauses and/or cover options selected	Yes	Yes	Yes
The overall costs of doing business and other commercial factors	Yes	Yes	Yes

Information relating to premium calculation

The list of factors in 'The cost of this policy' is not exhaustive. We may take other factors into account and add or remove factors. The importance we place on the factors we use to calculate the premium and how the factors combine, all affect calculation of the premium. Some factors will not affect all components of the premium and not all components of the premium may be subject to discounts in the same way or at all.

How the factors combine to calculate premium may also be impacted according to your circumstances and other underwriting considerations. The premium determined by a combination of the factors may be adjusted up or down to reflect your circumstances and underwriting considerations including the risk being insured and the value of any claims. An adjustment like this may increase or decrease the premium from the combination of factors and may limit discounts.

Minimum premium and your previous year's premium are commercial factors that may limit premium increases and decreases from the combination of the factors and any discounts. A minimum premium is the least amount of premium we will accept for the insurance and factors and any discounts will not reduce the premium below minimum premium. Your previous year's premium is taken into account on renewal and may limit premium increases and decreases from the combination of the factors and limit discounts.

The premium we calculate according to the factors, your circumstances and other commercial factors, including taxes and government charges, will be shown on your Policy Schedule.

Claims experience and your premium - applies to comprehensive cover only

A No Claim Discount is a way to reduce your premium. The No Claim Discount is delivered through a rating factor that is applied in the calculation of the premium. The rating factor depends on your claims experience. Subject to 'Information relating to premium calculation', the larger the rating factor, the larger the premium reduction effect.

Where a No Claim Discount is applied to your Policy, 'No Claim Discount' and the relevant rating factor will be shown on your Policy Schedule.

Your Policy's rating factor will be adjusted at renewal based on claims accepted during the period of insurance, including the type, number and value of the claim(s), and it will:

- increase, for example where you only make 'not-at-fault' claims (but only up to the maximum rating factor of 60%),
- decrease, for example where you make a claim that we do not consider a 'not-at-fault' claim, or
- remain the same (which may occur where, for example, the 'Protected No Claim Discount' clause is shown on your Policy Schedule and you have not made more than one claim that would normally decrease the rating factor).

Not-at-fault claims

A claim will be considered by us as a not-at-fault claim for the purposes of adjusting the rating factor on renewal where:

- the driver of your vehicle did not cause or contribute to the incident claimed and you provide us, where reasonably possible, with contact details for each responsible person and the registration number for each vehicle involved in the incident, or
- it is a windscreen or window glass only claims. See 'Additional benefits - Windscreen or window glass claim' for details.

Paying your premium

Your premium and the date it's due are shown on your Policy Schedule.

Annual premium

We will let you know how much premium you need to pay us, how to pay it and when. If you pay your premium annually, you need to pay your premium on time to ensure you are covered. If you don't pay the premium your Policy may be cancelled and we'll write to let you know when this will happen.

Instalment payments

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your direct debit details change you must tell us no later than seven days before your next instalment is due to allow us to process the change in time.

At renewal

If you pay by instalments, and renew your Policy, we'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless you tell us to stop your direct debit.

If you don't want to renew, you must tell us at least seven days before your Policy's end date so that we can arrange for the direct debit to stop in time.

What happens if you miss an instalment?

If you miss an instalment we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your Policy may be cancelled and we'll write to you to let you know when this will happen.

If you don't pay the missed instalment and a claim arises, then we will deduct the missed instalment from your claim.

If your payment details change

If your direct debit details change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date to allow us to process the change in time.

Adjustment of premium on renewal

If we invite you to renew your Policy, we will send you a renewal invitation. If you make any changes to your Policy after we send you our renewal invitation, and we have agreed to continue to insure you, we'll send you an updated renewal invitation. You'll need to pay us any additional premium to ensure your cover is not affected.

A claim on your Policy may affect your renewal premium.

If we send you a renewal invitation and the premium doesn't take into account a claim on your Policy, you agree to pay us any additional premium we would have charged if we had known about that claim.

If you tell us about the claim before your renewal takes effect and we agree to continue to insure you, we may apply specific conditions to your policy and/or recalculate your renewal premium and send you an updated renewal invitation.

If your Policy has already renewed, we may ask you for an additional premium. If you're paying in instalments, any remaining instalments will be adjusted to reflect the additional premium. If you've already paid your renewal premium in full, you'll need to pay us any additional premium to ensure your cover is not affected. If you don't pay the additional premium by the due date then we may:

- deduct the outstanding premium amount from a claim payment, or

- cancel your policy (see 'Cancelling your Policy').

If it was reasonable in the circumstances for you to be unaware that you had a claim until after we issued your renewal invitation, we will not ask you to pay the additional premium for that renewal period however the claim may affect your future renewal premiums and/or future policy conditions.

Please note we may have other rights under this policy or as permitted by law, depending on the circumstances.

Cooling off period

If you change your mind about your Policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and we'll give you a full refund. If you cancel your Policy in these circumstances, you will have no cover under the Policy.

To cancel your Policy within the cooling off period, contact your financial services provider.

You can also cancel your Policy outside the cooling off period, see 'Cancelling your Policy'.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at codeofpractice.com.au

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at qbe.com/au

Privacy

We take the security of your personal information seriously.

We will collect personal information directly from you when you deal with us, or sometimes through our agents, other companies in the QBE group or suppliers acting on our behalf. We will only ever collect the personal information we need in order to provide our services to you, such as issuing and administering our products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless we are required or permitted by law to collect it without consent. Sometimes we may store and disclose your personal information overseas. When we do this, we ensure your information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom we collect personal information, as well as where we store it and the ways we could use it. You can find it at qbe.com/au/about/governance/privacy-policy

If you would like to access or correct your personal information please contact us at customercare@qbe.com or on 1300 650 503.

Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy, direct debit or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to qbe.com/au

Step 2 – Customer Relations

If your complaint isn't resolved by the team looking after your Policy, direct debit or claim, you can ask them to refer your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

You can also contact the Customer Relations team directly:

Phone:	1300 650 503
Fax:	(02) 8227 8594
Email:	complaints@qbe.com
Post:	GPO Box 219, Parramatta NSW 2124

Step 3 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

Phone:	1800 931 678
Email:	info@afca.org.au
Post:	GPO Box 3, Melbourne VIC 3001

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More information

You can find more information about how we deal with complaints on our website at qbe.com/au or you can call us on 133 723 to speak with us or request a copy of our complaints brochure at no charge by us.

Complaints just about privacy

If you're not happy with how we've handled your personal information, call us on 1300 650 503 or email us at customercare@qbe.com. If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

Phone:	1300 363 992
Email:	enquiries@oaic.gov.au
Post:	GPO Box 5218, Sydney NSW 2001

Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Phone	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.apra.gov.au/financial-claims-scheme-general-insurers

Policy Wording

This Policy is issued by QBE Insurance (Australia) Limited
ABN 78 003 191 035 AFSL 239545.

Our agreement

Your Policy is an agreement between you and us, made up of:

- this Policy Wording,
- any applicable supplementary product disclosure statement (SPDS),
- your Policy Schedule (including any subsequent endorsement Schedule issued to reflect any changes agreed by us), which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections,
- General exclusions, which apply to any claim you make under this Policy,
- General conditions, which set out your responsibilities under this Policy,
- Claims conditions, which set out our rights and your responsibilities when you make a claim, and
- Other terms, which set out how this Policy operates.

Excesses

'Excess' means the first amount you will be required to contribute to any claim you make under this Policy. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

Words with special meaning

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

Word or term	Meaning
agreed value	The amount we agree to insure your vehicle for during the period of insurance shown on your Policy Schedule. The agreed value includes the value of insured accessories and equipment. We will update this amount at each renewal in line with changes to the market value of your vehicle. It's important you check this value at each renewal to ensure it's appropriate for your needs.
airfield	An area of land set aside for the take-off, landing, taxiing, parking and maintenance of aircraft.
airside	The section of an airfield where aircraft are situated and operated.

Word or term	Meaning
dangerous goods	Goods as defined by The Australian Code for the Transport of Dangerous Goods by Road and Rail.
gross combination mass	The maximum legally allowed weight of your truck and trailer combination including the goods carried by that combination.
gross vehicle mass	The maximum legally allowed weight of your vehicle and the goods it can legally carry.
market value	The cash value of a vehicle of the same age, type and condition, in your local area, immediately prior to an accident, but excluding costs and charges for registration, stamp duty transfer and any dealer warranty costs.
MVIRI Code-approved assessor	An assessor that complies with the voluntary national Motor Vehicle Insurance and Repair Industry Code as agreed by the Smash Repair and Insurance Industry Implementation Taskforce on 23 May 2006 and any changes as agreed from time to time by the Code Administration Committee. To assess whether your vehicle is a total loss, we will only appoint a MVIRI Code-approved assessor.
period of insurance	The period shown in the Policy Schedule.
Policy Schedule	The schedule of insurance or any endorsement schedule we give you.
pollution	The presence in or introduction into the environment of a substance that causes or is likely to cause degradation of the land, resulting in actual or potential harm to the health or safety of human beings, animals or other terrestrial life or ecosystems.
suitable hire vehicle	A hire vehicle that takes into account: <ul style="list-style-type: none"> • the type and size of the damaged vehicle, • the ordinary daily uses of the damaged vehicle, • whether any additional safety devices were part of the damaged vehicle, such as child seats or disability related modifications.
total loss	An MVIRI Code-approved assessor will assess your vehicle as a 'total loss', if: <ul style="list-style-type: none"> • the cost to repair your vehicle plus the value of any salvage (if applicable) exceeds the sum insured or market value whichever is the lesser or the agreed value, depending on the cover stated on the Policy Schedule, or • your vehicle is stolen and not recovered within 14 days of the theft being reported to police.

Word or term	Meaning
use of the vehicle	<p>Private use</p> <p>Your vehicle must be registered for 'Private use', only in your name and used for the following purposes:</p> <ul style="list-style-type: none"> • social, domestic and pleasure purposes, • demonstration for sale, • in connection with servicing, repairing and subsequent testing, • for tuition, as long as it is not for payment, • towing a caravan, trailer or vehicle, as long as it is not for payment, • driving to or from work, • in connection with your occupation or business as, long as: <ul style="list-style-type: none"> ○ it is driven only by you, and ○ the business use does not exceed 20% of the vehicle's usage. <p>Executive use</p> <p>Your vehicle is registered for 'business use', but is used only for the following purposes:</p> <ul style="list-style-type: none"> • social, domestic and pleasure purposes, • demonstration for sale, • in connection with servicing, repairing and subsequent testing, • for tuition, as long as it is not for payment, • towing a caravan, trailer or vehicle, as long as it is not for payment. <p>Business/commercial use</p> <p>Your vehicle is registered for 'Business use', but is used only for the following purposes:</p> <ul style="list-style-type: none"> • in connection with your business or occupation, • social, domestic and pleasure purposes, • demonstration for sale, • in connection with servicing, repairing and subsequent testing, • for tuition, as long as it is not for payment, • towing a caravan, trailer or vehicle, as long as it is not for payment.
we, our or us	QBE Insurance (Australia) Limited, ABN 78 003 191 035 AFSL 239545.
you or your	The person(s), companies or firms named on the current Policy Schedule as the 'Insured'.
your vehicle	Any type of machine on wheels or self-laid track made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine. The vehicle is described on the Policy Schedule.

Types of cover

We offer several different types of cover, as described below. The type of cover you have selected is shown on the Policy Schedule.

1. Comprehensive – All sections of this Policy will operate.

If your vehicle is registered this cover provides:

- (a) insurance against theft or accidental loss or damage to your vehicle,
- (b) additional benefits – as set out in the 'Additional benefits' section,
- (c) insurance against legal liability to pay compensation arising from damage to someone else's property, caused by your vehicle – as described in section 2 of the Policy Wording.

The causes of events not covered are described under 'When you are not covered'.

If your vehicle is unregistered section 1 of the Policy Wording will operate. Section 2 of the Policy Wording does not apply.

This cover provides insurance against theft or accidental loss or damage to your vehicle.

2. Third party property damage including Fire and Theft –

Section 1 of the Policy Wording is restricted to loss or damage caused by fire, explosion, lightning, theft or attempted theft. Any other cover set out in section 1 does not apply. Section 2 of the Policy Wording will apply.

If your vehicle is registered this cover provides:

- (a) insurance only against damage to your vehicle caused by fire, explosion, lightning, theft or attempted theft,
- (b) additional benefits – as set out in the 'Additional benefits' section,
- (c) insurance against legal liability to pay compensation from damage to someone else's property caused by your vehicle – as described in section 2 of the Policy Wording,
- (d) insurance against damage to your vehicle but only if the damage is caused solely and directly by another vehicle as described under the uninsured motorist's benefit under 'Additional benefits'.

The causes or events not covered are described under 'When you are not covered'.

If your vehicle is unregistered, section 1 of the Policy Wording is restricted to loss or damage caused by fire, explosion, lightning, theft or attempted theft. Any other cover set out in section 1 does not apply. Section 2 of the Policy Wording does not apply.

The causes or events not covered are described under 'When you are not covered'.

3. Third party property damage – Section 1 of the Policy Wording does not apply. Section 2 of the Policy Wording will apply.

This cover provides:

- (a) insurance against legal liability to pay compensation arising from damage to someone else's property caused by your vehicle – as described in section 2 of the Policy Wording,
- (b) insurance against damage to your vehicle but only if the damage is caused solely and directly by another vehicle as described under the uninsured motorist's benefit under 'Additional benefits'.

The causes or events not covered are described under 'When you are not covered'.

Our choice of repairer policy

If we repair your vehicle, we will recommend a QBE Accredited Smash Repairer or other licensed repairer we select, however you may choose any licensed repairer to repair your vehicle.

See qbe.com/au for a list of repairers with whom we have a supplier agreement.

If your vehicle is repaired by our recommended repairer, we will manage the repair process, including choosing the suitable repair method.

If you choose your own repairer, you'll need to:

- get a quote from an appropriately licensed and equipped repairer of your choice,
- allow us to assess the quote and your vehicle before we authorise repairs, and
- allow us to get a quote from another repairer if we need one.

We may invite, accept, adjust or negotiate estimates or arrange to move your vehicle to another repairer acceptable to both of us.

We may not accept your repairer's estimate if we believe:

- they don't have the equipment or expertise to repair your vehicle,
- the scope of repairs may not be correct, or
- their estimate is not competitive.

Section 1: Loss, damage or theft of your vehicle

What you are insured against

We cover you against loss or damage to your vehicle shown in the Policy Schedule occurring during the period of insurance depending on the type of cover you have selected. This includes loss or damage to:

- (a) your vehicle,
- (b) original manufacturer's standard accessories, standard tools, standard appliances or standard options including built in radio receiver, CD and/or cassette player, air-conditioning, or any gate, chain, strap and tarpaulin attached to or within your vehicle,
- (c) any fixed (built in) unspecified accessories up to \$5,000 (limited \$1,000 per item),
- (d) any additional equipment or accessories, provided they have been advised to us and we have agreed to cover them.

What we will pay

Basis of settlement

If your claim is accepted, depending on the type of claim, we will either repair, reinstate or pay the amount of the loss of or damage to your vehicle and items referred to in items (b), (c) and (d) above under 'What you are insured against', at the time of such loss or damage, provided such payment does not exceed the market value or the sum insured whichever is the lesser amount, or agreed value depending on the cover stated on the Policy Schedule.

If it is necessary to repair your vehicle to a better condition than it was in before the loss or damage, then we may ask you to contribute the additional amount to repair it to the better condition. If this may be necessary we will talk to you beforehand about how you would like to proceed.

If your Policy Schedule has words "The agreed value Special Clause has been selected" endorsed on it for a particular vehicle, then if the vehicle is assessed as a total loss we won't deduct any input tax credit entitlement you may be entitled to from the settlement we pay you.

Our parts policy

We may replace damaged parts with new, recycled, reconditioned or quality non-genuine parts that:

- are consistent with the age and condition of your vehicle,
- do not affect the safety or the structural integrity of your vehicle,
- comply with the vehicle manufacturer's specifications and applicable Australian Design Rules,
- do not adversely affect the post-repair appearance of your vehicle, and
- do not void the warranty provided by the vehicle manufacturer.

If any part of your vehicle is damaged in an incident covered under this Policy, and is unavailable in Australia, we will reimburse you in accordance with 'What we will pay - Basis of settlement'. Under no circumstances will we be liable for more than the last known manufacturer's Australian recommended list or retail price of that part from a reputable commercial retailer at the time we settle the claim.

Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after we pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds.

If your vehicle is assessed as a total loss and we pay according to the cover provided by this Policy, you must allow us, if we require, to take possession of your damaged vehicle. If we do not take possession of your damaged vehicle, you cannot abandon your responsibilities for it.

Financier

If your vehicle is the security for any finance agreement, then:

- we have the right to make claim payments to the financier, and
- any payment made to the financier will satisfy our obligation to you under this Policy for the amount paid.

Section 2: Third party liability – (applicable to registered vehicles only)

What you are insured against

Accidental loss or damage

Provided your vehicle is registered in accordance with the requirements of State and or Territory laws, this Policy covers your legal liability to pay compensation which arises from accidental damage to someone else's property (excluding goods being carried by you) occurring during the period of insurance, caused by or arising out of:

- the use of your vehicle or any trailer or caravan attached to your vehicle, whether or not it belongs to you,
- goods falling from your vehicle,
- the transportation of dangerous goods as defined. The maximum amount we will pay under this clause is \$1,000,000 unless specified elsewhere in your Policy Schedule,
- any person who is driving, using or in charge of your vehicle with your permission as if they were you and provided they are not entitled to indemnity under any other policy or statute and provided such cover is not otherwise excluded.

Pollution clean-up costs

Clean-up costs following pollution or contamination of water, land or the atmosphere following an event covered under the Policy. The maximum amount we will pay under this clause is \$1,000,000.

Substitute vehicle

We cover your legal liability to pay compensation arising from accidental damage to someone else's property (otherwise covered under this section) caused by a vehicle being used by you as a substitute vehicle while your vehicle is being serviced, repaired or is not driveable.

We give you this benefit only if:

- one substitute vehicle is being used at any one time in place of your vehicle,
- the substitute vehicle is not already covered under another insurance policy, and
- the substitute vehicle is not owned by you and you have the owner's permission to drive it.

Your employer's or principal's liability

We will pay compensation that your employer, principal or partner may be held legally liable to pay arising from accidental damage to someone else's property (which is otherwise covered under this section) caused by your vehicle while you're using it for their business, as long as it is not a use that is excluded by this Policy as described under 'Use of the vehicle'.

Your liability as principal

We will cover your legal liability to pay compensation arising from accidental damage to someone else's property in respect of any motor vehicle not owned or supplied by you or hired to you, which is in the charge of or is being driven by a person authorised to use the motor vehicle on your behalf and in connection with your business.

Supplementary bodily injury

We will pay the amount which you, or any person driving, using or in charge of your vehicle with your permission may be held legally liable to pay by way of compensation or damages for death or bodily injury to persons arising out of the use of your vehicle in Australian States and Territories only.

We do not cover legal liability for death or bodily injury to:

- you or any person driving, using or in charge of your vehicle,
- an employee of yours or who is deemed by any law to be your employee, arising out of their employment with you.

We do not provide cover:

- if your vehicle is not registered,
- if you or any person using your vehicle:
 - is wholly or partly covered under any compulsory statutory insurance scheme or accident compensation scheme, or
 - would have been entitled to be covered under any such scheme as it existed at the commencement date of the relevant period of insurance, even though there may have been a change in the law during that period of insurance, or
 - would have been entitled to be covered under any such scheme if it were not for the application of any excess or deductible applying under the scheme, or
 - would have been entitled to be covered under any such scheme had cover not been refused because you did not:
 - > register your vehicle,
 - > apply for cover under the scheme,
 - > comply with a term or condition of the scheme,
- whilst your vehicle is being loaded or unloaded,
- if your vehicle is registered in the Northern Territory of Australia.

Legal costs

Where you need to obtain legal advice or representation in defending or settling a claim arising out of or in relation to any one incident covered by this Policy, we will pay your reasonable legal costs and expenses. You will need to speak to us first before you incur those costs. We pay this in addition to the amount payable under 'Damage to property' and 'Supplementary bodily injury'.

What we will pay

The maximum amount we will pay under section 2 of this Policy Wording in respect of all claims arising out of one incident or series of incidents arising out of one cause or event will not exceed:

- the amount stated in section 2, for the transportation of dangerous goods \$1,000,000 or pollution clean-up costs \$1,000,000 where they apply, or
- \$32,500,000 for other losses, any one event under section 2.

What you are not insured against

Property damage – property in your care, custody or control

We do not cover the legal liability of you or the driver of your vehicle, for damage to any property belonging to you or the driver of your vehicle or any property belonging to any other party in your or the driver's care, custody or control, except for premises leased or rented to you or where specified in additional benefits for non-owned trailers.

However, we will not treat your employees' or visitors' vehicles including their contents while contained within a car park owned, operated or provided by you, as property in your care, custody or control.

Additional benefits

We give you these additional benefits following loss or damage to your vehicle insured under this Policy depending on the type of cover you have selected:

Towing costs

Applicable to comprehensive cover only

We will cover the costs of towing your vehicle, plus the reasonable cost of protecting your vehicle:

- to the nearest repairer,
- place of safety, or
- to any other place that we first approve following loss or damage covered under this Policy.

Emergency repairs

Applicable to comprehensive cover only

We will cover the cost of emergency repairs up to \$10,000 where a loss covered under the Policy requires these repairs for your vehicle to be drivable.

Redelivery

Applicable to comprehensive cover only

We will cover you for up to \$3,000 to return your vehicle to its normal parked address, following repairs to your vehicle provided:

- the repairs were required following loss or damage covered under this Policy, and
- the situation where your vehicle was repaired was more than 150 kilometres from your vehicle's normal parked address.

Recovery costs following theft

Applicable to comprehensive cover and third party fire and theft cover

If your vehicle is stolen and found we will cover you for up to \$5,000 to return your vehicle to its normal parked address.

The cost of repatriating your driver following theft or accident

Applicable to comprehensive cover only

We will cover you up to a maximum of \$3,000 for the reasonable costs of overnight accommodation and returning an insured driver or non-paying passenger to the point of departure or at your option to the driver's destination provided:

- your vehicle was more than 150 kilometres from its normal parked address or point of departure at the time of the loss or damage, and
- the vehicle was being used in connection with your business, and
- the costs involved do not relate to emergency medical transportation, and
- you had not intended to pay for overnight accommodation in any event.

Trailer cover

Applicable to comprehensive cover only

We will pay for theft, or accidental loss or damage to any trailer with a gross vehicle mass of less than 2,000 kilograms (other than a caravan) which is owned by you while it is:

- attached to your vehicle, or

- detached from your vehicle but within your business premises or the domestic land boundaries of your usual home as long as it was not in a common area of home units, flats and the like.

We do not pay for any property in or on the trailer.

The maximum amount we will pay is the market value of the trailer, limited to \$1,000.

Non owned trailers

Applicable to comprehensive cover only

We will cover your legal liability for damage to trailers under your control not owned, leased or rented by you and belonging to a principal, provided that:

- (a) the trailer is attached to your vehicle and used in the course of your business,
- (b) an excess of \$2,500 will apply to each and every event giving rise to a claim, and
- (c) the amount of the excess will be increased by 100% if the event giving rise to the claim occurs while any tipping hoist is fully or partially raised.

The amount of the cover is limited to \$75,000 or market value, whichever is the lesser in total any one incident, unless a higher limit is noted on the Policy Schedule (see special clauses).

Automatic additions

Applicable to comprehensive and third party fire and theft cover

We will cover you for any additional or replacement vehicle(s) of a like kind or similar nature to those vehicles presently insured under this Policy, that you purchase or lease (not hired) during the period of insurance for 60 days.

If before you have given us full details, the replacement vehicle is damaged or stolen, the maximum amount payable is the purchase price of the replacement vehicle up to:

- \$300,000 in the case of comprehensive cover, or
- \$10,000 in the case of third party fire and theft cover.

If you give us details of any new or replacement vehicle within 60 days of its purchase or lease, we will insure it for the remainder of the period of insurance, as long as it is acceptable to us and you pay any additional premium that we may require.

If you do not advise us within 60 days of purchase or lease no cover is available.

Breach of general policy conditions

Applicable to all types of cover

A breach or non-compliance with any general policy condition without the knowledge of you or any responsible officer will not affect your right to the cover under this Policy. However where you or any responsible officer becomes aware of such breach or non-compliance you will notify us as soon as possible. If the risk is acceptable to us we will insure it for the remainder of the period of insurance and you will pay any extra premium we may require and comply with any additional conditions we may impose.

Removal of vehicle debris

Applicable to all types of cover

We will cover you up to a maximum of \$50,000 for the necessary and reasonable costs which you are legally liable to pay to clean up and remove any vehicle debris. This is limited to the vehicle itself and does not include any goods falling from your vehicle.

Sign writing

Applicable to comprehensive cover only

We will cover you for loss or damage to sign writing or fixed advertising signs or materials forming a permanent part of your vehicle at the time of the loss or damage.

Maritime liability

Applicable to comprehensive cover only

If your vehicle is being transported by sea between Australian ports, we will cover you for your contribution for your vehicle if "general average" is declared.

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 owner in preserving the vessel and cargo including claims costs incurred by cargo owners.

Waiver of subrogation

Applicable to all types of cover

We will not seek recovery between the persons, companies or firms named in the Policy Schedule as the insured.

New vehicle replacement

Applicable to comprehensive cover only

Where your vehicle is a sedan, station wagon, panel van, 4x4, utility, truck or a minibus with a carrying capacity of not greater than 15 persons, we will replace your vehicle with a new vehicle of the same make, model or series so long as it is available in Australia and:

- your vehicle is a total loss, and
- you purchased it new from the manufacturer or their dealer, or as a demonstrator model, and
- your vehicle is less than 24 months old from when it was first registered, and
- your declared sum insured equates to no less than 90% of market value, and
- where your vehicle is financed, your financier has given us written consent.

If a new replacement vehicle is not available, we will replace your vehicle with the nearest equivalent vehicle available, so long as it is available in Australia. 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 which needs replacing.

We also pay the registration for the period registered but not exceeding 12 months, stamp duty and dealer charges on the new vehicle but any refund of registration fees or stamp duty applicable in respect to the old vehicle must be refunded to us.

Where your vehicle does not meet all of the criteria above, all total loss claims will be settled on the declared sum insured or the current market value at the time of the loss or damage, whichever is the lesser.

Where you choose to insure the replacement vehicle with us and we accept the risk, we will charge you a pro rata premium from the date of acceptance to the expiry date of the Policy.

Removal of load

Applicable to comprehensive cover only

We will cover up to a maximum of \$25,000 for the necessary and reasonable costs to remove the vehicles loads and or cleaning costs of load debris for goods falling from your vehicle or being

damaged following loss or damage to your vehicle.

Employees' vehicles

Applicable to comprehensive cover only

If an employee's vehicle is used on or in connection with the Insured's business and not otherwise insured, we will cover the vehicle comprehensively up to a value of \$50,000 or Market Value whichever is the lesser.

Car sharing

Applicable to all types of cover

Payment made by passengers, as part of a car sharing agreement for social or other similar purpose, including travelling to and from work will not constitute the conveyance of passengers for hire, fare or reward provided that the total contribution received for the journey does not involve commercial use for profit.

Hire vehicle cost following fire or theft

Applicable to comprehensive cover only

If your vehicle is stolen or damaged by fire and the theft or fire are covered under this Policy, we will cover you up to a maximum of \$5,000 for the reasonable costs of a suitable hire vehicle provided:

- we do not pay for hiring charges incurred after the date of recovery of your vehicle if it can be driven,
- cover is limited to 30 days, and
- cover stops once we pay a claim, or the vehicle is repaired if undrivable.

You will need to organise and pay for the hire vehicle. We are not responsible for ensuring that a hire vehicle is available. We need you to give us a copy of the rental agreement or any receipts for the vehicle so that we can reimburse you.

We do not pay for:

- running costs, including the costs of fuel,
- damage to the hire vehicle,
- any insurance, insurance excess or other costs you may be liable for under the hire vehicle rental agreement.

Lease, hire purchase or financial agreement payout

Applicable to comprehensive cover only

Where:

- your vehicle is assessed as a total loss, and
- your vehicle is subject to a lease, hire purchase or any financial agreement through a financial institution directly related to financing of the vehicle purchase, and
- the payout amount exceeds the agreed total loss amount,

we will pay:

- the agreed total loss amount, plus
- an additional amount of 25% of the total loss amount,

provided:

- this amount and the total loss amount do not exceed the financial payout figure,
- that any payment over the agreed total loss amount does not include any amounts that are in arrears at the time of loss,
- that any additional payment over and above the agreed total loss amount will include any discounts applicable for full payment of the financial contract.

Funeral expenses

Applicable to comprehensive cover only

As a result of an accident in an insured vehicle covered under the Policy your driver sustains a fatal injury, whether or not death occurs at the time of the loss we agree to pay for associated burial or cremation costs and include travel costs within Australia for the deceased driver or any member of the immediate family. This benefit will not be reduced by any accident compensation and we will pay up to \$10,000 in total any one period of insurance.

Tyre replacement

Applicable to comprehensive cover only

If a claim is accepted and any tyre cannot be used as a direct result of damage sustained from a loss covered under this Policy, we will pay for the new replacement cost of a similar make and specification. This benefit is applicable provided that the condition of the damaged tyres remaining tread conforms with legal requirements at the time of damage and it was not a recapped or retread tyre.

Locks and keys

Applicable to comprehensive cover only

If your keys are lost, destroyed or damaged, or if there are reasonable grounds to believe the keys may have been illegally duplicated, we will pay the costs of replacing and recoding the locks and/or keys. We will pay up to \$5,000 during any one period of insurance and this benefit is not subject to loss or damage to the vehicle covered under the Policy.

Fire brigade and/or emergency services charges

Applicable to all types of cover

If a claim is accepted under the Policy and you are legally liable for fire extinguishment costs charged by the Fire Brigade or emergency services costs, we will pay these costs.

Driver's personal property

Applicable to comprehensive cover only

We will cover the loss or damage to wearing apparel and personal property belonging to the driver not otherwise insured while contained in the insured vehicle provided:

- (a) money, securities, jewellery, furs, mobile phones, tools of trade and computers or any other electronic devices are excluded from this cover, and
- (b) the maximum amount we will pay is limited to \$2,000 arising from any one incident.

Windscreen or window glass claim benefit

Applicable to comprehensive cover only

We will not reduce your No Claim Discount rating factor for any windscreen or window glass only claim.

For the purpose of this benefit 'broken' shall mean a fracture that extends through the entire thickness of the glass or where the windscreen is laminated, a fracture extending through all layers of the lamination, or where the damage is sufficient to prevent registration by the appropriate authorities.

Uninsured motorist's benefit

Applies to third party fire and theft or third party property damage cover only

We will either repair your vehicle to its condition immediately prior to the time of loss or pay you the cost of repairs to your vehicle resulting from accidental loss or damage to your vehicle, if:

- the accident which gave rise to the claim was totally the fault of the driver of another vehicle (you may be able to help confirm this by providing a police report, expert reports, witness statements or photographs taken at the scene), and
- you provide us with the registration number of the other vehicle and the name and address of the driver of the other vehicle, and
- at the time of the loss or damage the driver of the other vehicle was not insured for their third party liability (or we cannot confirm this through our enquiries within a reasonable period of time).

The maximum amount we will pay under this benefit for all claims from any one accident or series of accidents arising out of the one cause or event is the lesser of \$5,000 or the market value of your vehicle at the time of the loss or damage.

If we pay you the market value of your vehicle, then your vehicle in its damaged condition will become our property.

We will not provide this cover if you or any driver listed on your Certificate of Insurance is the owner or part-owner of the car that is responsible for the accident.

Disability modification benefit

Applicable to comprehensive cover only

We will cover the cost to modify vehicle when the driver of that vehicle is injured and becomes permanently disabled in an accident during the period of insurance – limited to \$5,000.

Driver accident compensation benefit

Available only to drivers of vehicles that are sedans, station wagons, panel vans, utility, 4x4 or goods carrying vehicles with a gross vehicle mass less than 3,500 kilograms with comprehensive cover

We will pay the following compensation to a driver of your vehicle who is injured and who as a direct result suffers a permanent disability, as defined and as a result of the accident while driving your vehicle.

Compensation will only be payable if:

- the driver was driving your vehicle with your consent and is licensed to drive such a vehicle,
- the driver was not under the influence of alcohol or any narcotic depressant, stimulant or hallucinogenic drug, as defined under 'Additional exclusion 13',
- the claim has been accepted under this Policy, and
- the driver is not entitled to any benefits under any compulsory statutory insurance scheme or accident compensation scheme or would have been so entitled if:
 - it were not for the application of any excess or deductible applying under the scheme, or
 - compensation under the scheme had not been refused, because you did not register your vehicle or apply for cover under the scheme.

Table of compensation benefit

Disability from an injury resulting in a compensation	Compensation amount
Permanent quadriplegia	\$100,000
Permanent paraplegia	\$75,000
Permanent total disablement	\$50,000
Permanent loss of entire sight in both eyes	\$25,000
Permanent loss of entire sight in one eye	\$10,000
Permanent total loss of or loss of use of one limb (at or above the wrist or ankle)	\$10,000

Where the driver is permanently left with more than one disability as above will pay only one of the compensation amounts mentioned above. In such circumstances the highest single level of applicable benefit will be paid.

The medical diagnosis of the injury leading to the permanent disability must be made within 90 days of the date of accident for any of the benefits to be given.

The establishment of a permanent disability will be determined by our medical specialist on reasonable grounds giving appropriate weight to medical opinions provided by the injured driver.

We will not pay a benefit claim until the injury is stabilised, the injury is of a permanent nature and the injury is not likely to significantly improve.

Unless the injured driver undergoes all reasonable medical examinations organised by us in order to assess the claim, no compensation will be payable by us. We will arrange the examinations and pay associated costs incurred by the injured driver to attend, including reasonable travel expenses.

Vehicle recovery costs**Applicable to comprehensive cover only**

Where your motor vehicle becomes unintentionally immobilised whilst being used as part of your normal business operations, we shall cover the cost of recovery or removal toward mobilisation of your motor vehicle.

We will not pay for immobilisation as a result of electronic, electric, or mechanical failure or malfunction, or normal wear and tear.

At all times we will pay a maximum of \$20,000 during the period of insurance for this additional benefit. The standard excess applies.

Special clauses

Only those clauses that are shown on the Policy Schedule will apply.

Dangerous goods

Where this clause is shown on the Policy Schedule and provided the transportation of dangerous goods is limited to classes 2, 3, 4, 5, 8 and 9 as listed under The Australian Code for the Transport of Dangerous Goods by Road and Rail, the maximum amount we will pay for property damage under section 2 of this Policy Wording is amended to the amount shown on the Policy Schedule for dangerous goods in respect only to your vehicles whose registration numbers are shown on the Policy Schedule.

Radius restriction

Where this clause is shown on the Policy Schedule in respect of the vehicle excess that no additional excess applies, whilst operating within the kilometre radius of your home, base(s) or depot(s), shown on the Policy Schedule.

Underground pipes and cables

Where this clause is shown on the Policy Schedule it is agreed 'Exclusion 20' under 'When you are not covered' is deleted and that this Policy will cover you, under the provisions of this Policy, for your legal liability arising out of any damage to, or as a result of damage to any underground sewers, water pipes, gas pipes, electric wire cables or their supports including any transmission cables and their supports or any other underground pipes or cables or their supports (underground services) provided you have ascertained the actual position of these underground services from the relevant authorities prior to commencement of any excavation.

The amount of cover provided by this clause is limited to \$100,000 any one incident. The excess for this special clause is \$1,000.

Non owned trailers

Where this clause is shown on the Policy Schedule it is agreed we will cover your legal liability for damage to trailers not owned, leased or rented under your control and belonging to a principal, provided that:

- (a) the trailer is attached to your vehicle,
- (b) an excess of \$2,500 will apply to each and every event giving rise to a claim, and
- (c) the amount of the excess will be increased by 100% if the event giving rise to the claim occurs while any tipping hoist is fully or partially raised.

The amount of the cover is limited to the amount shown on the Policy Schedule or market value, whichever is the lesser in total any one incident.

Windscreen excess protection

Where this clause is shown on the Policy Schedule, if the only damage in an accident is a broken windscreen or window glass, the standard excess shown in the Policy Schedule does not apply.

For the purpose of this benefit 'broken' shall mean a fracture that extends through the entire thickness of the glass or where the windscreen is laminated, a fracture extending through all layers of the lamination or where the damage is sufficient to prevent registration.

The following options are available for comprehensive cover only where vehicles are sedans, station wagons, panel vans, 4x4 or goods carrying vehicles with a gross vehicle mass less than 3,500 kilograms.

Agreed value

If you select this option, you have insured your vehicle for agreed value. We will either replace your vehicle with an equivalent vehicle or pay the agreed value shown on the Policy Schedule.

Hire vehicle costs following an accident

If you select this option, your vehicle is damaged in an accident which is covered under this Policy, and your claim is accepted, we will reimburse you for the costs of a suitable hire vehicle while your vehicle is being repaired or if it is deemed a total loss.

We will reimburse you an amount up to the maximum daily rate shown on your Policy Schedule:

- for a maximum of 30 days, or
- until your vehicle is repaired, or
- until we pay your claim,

whichever happens first.

The cover will commence on the date your vehicle is taken to the repairer provided we are notified at that time.

You will need to organise and pay for the hire vehicle. We are not responsible for ensuring that a hire vehicle is available. We need you to give us a copy of the rental agreement or any receipts for the hire vehicle so that we can reimburse you.

If the cost of the hire vehicle is more than the maximum daily rate shown on your Policy Schedule, you will have to pay the difference.

We do not pay for:

- additional hiring costs,
- running costs, including the costs of fuel,
- damage to the hire vehicle,
- any insurance, insurance excess or other costs you may be liable for under the hire vehicle rental agreement.

We will not cover you under this optional benefit if:

- the only damage to your vehicle is to its windscreens or window glass, or
- your vehicle is stolen, because you may be able to claim under the 'Hire vehicle costs following theft' additional benefit.

Protected no claim discount

This is only available if you are on the maximum 'No Claim Discount' rating factor.

If this clause is shown on the Policy Schedule and you make a claim that would normally reduce your 'No Claim Discount' rating factor, then it will not be reduced at renewal. This only applies for one such claim. Any subsequent claims that would normally affect your 'No Claim Discount' rating factor will decrease it at renewal.

See 'Claims experience and your premium' for information on the 'No Claim Discount' rating factor.

Tools and equipment

Where this clause is shown on the Policy Schedule we will cover your tools and equipment of trade for loss or damage caused by:

- fire, lightning, explosion, malicious damage or vandalism whilst secured on or in your vehicle,
- theft following forcible and violent entry which causes visible damage to a locked vehicle,
- theft when securely attached to your vehicle through the use of locks or padlocks, which results in visible damage to the securing devices,
- collision or overturning of the conveying vehicle.

The amount of cover provided by this special clause is limited to a total of \$5,000 (up to \$1,000 per item) in any one period of insurance.

We will pay the lesser of:

- the cost of repair or replacement of the lost or damaged item, or
- the current market value of the lost or damaged item.

If only part of the item is damaged, we will only pay for that part plus the cost of any necessary dismantling and reassembling.

You must pay an excess of \$250 for each claim made under this section.

Other optional special clauses available

- Dry hire.
- Comprehensive non owned trailers cover.
- Downtime cover.

General exclusions

These general exclusions apply to all sections of this Policy.

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. any act(s) of Terrorism. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:
 - (a) involves violence against one or more persons, or
 - (b) involves damage to property, or
 - (c) endangers life other than that of the person committing the action, or
 - (d) creates a risk to health or safety of the public or a section of the public, or
 - (e) is designed to interfere with or to disrupt an electronic system.
3. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

Cyber incident

There is no cover under any section of this Policy for any claims, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with a cyber incident.

However we will cover physical loss of or damage to your vehicle resulting from:

- damage to, failure of or unavailability of its electrical systems,
- loss of, corruption of, or loss of access to electronic data,

caused by a cyber incident, if such loss is otherwise covered by this Policy.

'Cyber incident' means:

- an unauthorised or malicious act,
- malware, virus, hacking, denial of service or similar mechanism,
- programming or operator error, by you or anyone else,

affecting access to, use of or operation of any of your vehicle's electrical systems or causing loss of, corruption of, or loss of access to electronic data.

Sanctions limitation and exclusion

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is unlawful for us to do so.

Additional exclusions applying to all sections of this Policy

This Policy does not cover:

1.
 - damage to your vehicle's tyres caused by application of brakes, punctures, cuts or bursting,
 - damage, failure or breakdown of your vehicle's structural, electrical or mechanical parts,

unless caused as a result of an accident covered under the type of cover you have selected or by people acting maliciously,
2. loss of or damage to your vehicle due to depreciation, wear, tear, rust or corrosion,
3. loss of or damage to your vehicle or any resultant mechanical damage:
 - (i) due to failure or breakdown of a structural, electrical, mechanical or electronic nature, or
 - (ii) to any part of your vehicle due to faulty design or workmanship, or
 - (iii) due to you driving the vehicle after a collision, unless you could not reasonably be expected to know that driving the vehicle after an accident could cause such additional damage, or
 - (iv) caused by loss of oil or coolant unless whilst your vehicle is being driven by a thief.

However, we will cover damage directly caused by a collision or fire, to your vehicle, resulting from such failure, as mentioned under 3(i) or 3(ii) above.

4. loss of or damage to your vehicle or liability when endeavouring to evade police apprehension by you or any of your partners or directors or anyone driving your vehicle with your consent,
5. any additional costs, such as but not limited to, hire car costs (other than those covered elsewhere in this Policy), because you cannot use your vehicle even though your vehicle may not be available following loss or damage covered under this Policy,
6. loss of or damage to your vehicle or liability resulting from theft by you, your partners or directors, or your employees,
7. loss of or damage or liability resulting from an intentional act by you or anyone acting with your consent,
8. theft of your vehicle resulting from it being test driven for sale and you or an employee of yours did not accompany the prospective purchaser,
9. loss of or damage to your vehicle if reasonable steps to protect or safeguard your vehicle have not been taken,

10. financial or non-financial consequential loss related to damage to your vehicle, such as:

- (i) lost profits or income because you can't use your vehicle, unless the Downtime Insurance Cover clause is shown on your Policy Schedule,
- (ii) loss due to delay in repairs because a part isn't readily available,
- (iii) any diminished value of your vehicle after it's been properly repaired,

11. any liability or obligation assumed by you under any contract, agreement or warranty which would not have otherwise arisen or been implied by law,

12. loss of or damage to your vehicle or liability if your vehicle is used in an unsafe or unroadworthy condition unless such condition could not reasonably be detected by you. This exclusion will not apply if the loss, damage or liability was not caused or contributed to by such unsafe or unroadworthy condition,

13. loss of or damage to your vehicle or liability if your vehicle is being driven by:

- you or by any person with your consent who is not licensed under any relevant law to drive such a vehicle, or
- anyone whose faculties are impaired by any drug or intoxicating liquor, or
- anyone whose blood alcohol reading exceeds the legal limit (subject to any laws to the contrary), or
- anyone who following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of any State or Territory in which the accident occurred.

However we will cover you if you have allowed that person to drive your vehicle and you were not aware that your vehicle was being driven by or in charge of that person when they were so affected or unlicensed.

Where permitted by law, we reserve the right to recover the amount we pay from the driver of your vehicle at the time of the loss or damage.

14. loss of or damage to your vehicle or liability whilst your vehicle is being used in any experiment or type of test or in preparation for or involved in racing, speed testing, reliability trial, pace making, hill climbing, trial or demonstration other than for resale purposes on public roads,

15. loss of or damage to your vehicle or liability if you:

- carry or tow a load, or
- carry a number of passengers,

in excess of that for which your vehicle was designed. However we will cover you if the loss, damage or liability was not caused by or contributed to by any such greater load or number of passengers,

16. your vehicle if it has been legally seized or repossessed,

17. loss of or damage to your vehicle or liability while your vehicle is being used for conveyance of passengers for hire, fare or reward,

18. any fines, penalties, aggravated, punitive, exemplary or multiple damages,

19. loss of or damage to your vehicle or liability for any vehicle running on rails or which is not designed to run solely on solid ground,

20. your liability or any resultant damage, in respect of loss or damage to any underground sewers, water pipes, gas pipes, electric wire cables or their supports including any transmission cables and their supports or any other underground pipes or cables or their supports if such damage is caused by your vehicle which is involved at the time in any digging or excavating,

21. your liability for damage to any land, buildings or other fixed property arising directly or indirectly from the removal, weakening or interference with any support or supports of such land, buildings or other fixed property, if such damage is caused by your vehicle which is involved at the time in any digging or excavating,

22. loss of or damage to any concrete agitator, barrel, bowl or pump and/or its fittings caused by, or arising from the hardening or setting of concrete, unless as a result of a collision the emptying of these items becomes impossible or impractical,

23. loss of or damage to your vehicle or liability outside Australia except where your vehicle is being transported by sea between Australian ports,

24. loss of or damage to your vehicle or liability if your vehicle is being driven by or in the charge of any person over the age of 80 unless you have told us about them and we have noted them on the Policy Schedule,

25. loss damage or liability if your motor cycle has an engine capacity greater than 250 cubic centimetres and is being ridden by any person under 21 years of age or a rider who has not held a full motor cycle licence for two years,

26. loss damage or liability if your motor cycle has an engine capacity greater than 500 cubic centimetres and is being ridden by any person less than 30 years of age or a rider who has not held a full motor cycle licence for two years,

27. loss of or damage to your vehicle if at the time of an incident, your crane was lifting, lowering, carrying or suspending a load in excess of that for which it was constructed, or for which it was licensed to lift, lower, carry or suspend,

28. liability arising out of the use of your crane if at the time of an incident, it is lifting, lowering, carrying or suspending any object,

29. you for any breakage of or damage to the boring equipment covered by this Policy while the boring machine is in operation,

30. you for any breakage of or damage to the blades of your plant and equipment covered by this Policy while such plant and equipment is in operation,

31. any liability under section 2: Third party liability, if your vehicle or substitute vehicle is unregistered. However we will cover your liability in respect of the unregistered vehicle on a public road, if you have obtained the appropriate permit to drive the unregistered vehicle on a public road,

32. loss of or damage to your vehicle or liability where the transportation of any goods or substances which are mentioned as dangerous goods, irrespective of the quantities, are not being carried in accordance with the requirements of The Australian Code for the Transport of Dangerous Goods by Road and Rail,

33. loss of or damage to your vehicle, resulting from your vehicle failing to cross any waterway, floodway, watercourse or any area affected by tidal change and where the depth of such water exceeded 0.6 metres,

34. liability arising out of the use of your registered vehicle, being used as a tool, or plant forming part of your vehicle being used as a tool, operating at any work site (excluding while the vehicle is travelling, transporting or carting goods),

35. loss of or damage to your vehicle, including any liability, resulting from use of your vehicle when let out on a dry hire basis unless we have agreed in writing to provide dry hire cover,
36. liability arising out of the use of your vehicle whilst underground in any mining activity,
37. liability arising out of the use of your vehicle airside of or at an airfield,
38. liability arising directly or indirectly from the existence, use, transportation, distribution, handling, mining and/or storage of asbestos or any material containing asbestos,
39. loss of or damage to any stock in trade including but not limited to vehicles for sale or on consignment,
40. loss of or damage to any vehicle accessories or appliances due to mechanical or electrical derangement.

General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- refuse to pay your claim or reduce what we pay for your claim,
- cancel your Policy.

Assistance and co-operation

You must provide reasonable assistance to us, including:

- being truthful and frank at all times,
- providing us with information and documents, such as proof of purchase or repair quotes, if needed,
- telling us as soon as possible if you've been contacted by someone about an incident, such as another insurer or a third party's lawyer,
- attending one or more interviews about the claim if we ask you to,
- making your vehicle available for us to inspect or examine,
- taking your vehicle, or allowing us to take it, to a place we require,
- responding to our requests as soon as possible.

At all times you must refrain from behaving in a way that's improper, hostile or threatening towards us, our representatives, our repairers or third parties involved in an incident. Such behaviour may result in our not inviting you to renew your Policy when it expires.

If you don't co-operate in any of these ways, it may delay your claim, or we may reduce or refuse to pay your claim to the extent that your action prejudices QBE's liability to pay the claim.

Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor, for example:

- leaving your car keys inside your car and leaving it unattended, such as when going to pay for petrol,
- failing to lock your car's windows and doors when you leave it unattended,
- continuing to drive your car after it has broken down or been damaged (to the extent that to continue driving the car may cause further damage to the car or is a danger to other motorists), or you've been notified it has been found after it was stolen.

There is also no cover if:

- you've given someone else permission to use your car and then they steal it,
- you or anyone using your car admits fault or liability for an incident, unless we would have provided cover under your Policy anyway.

At all times you must take reasonable care to:

- prevent damage to property insured, as well as to others and their property,
- minimise the cost of any claim under your Policy.

There is no cover if, at the time of the incident, your car:

- did not meet registration requirements in your state or territory, or
- was unroadworthy or in an illegal condition (including where the vehicle has been modified contrary to the manufacturer's specifications), unless its condition did not cause or contribute to the incident.

Changes to your circumstances

You must tell us as soon as possible if any of the information on your Policy Schedule is incorrect or has changed. For example, you must tell us if:

- there is any change to the use of your vehicle(s), or
- you have a change of address, including any changes to where your vehicle(s) are stored, or
- your contact details like email, phone number or mailing address change, or
- you want to change the cover options selected,
- there is any other change to the details listed in your Policy Schedule.

If you don't tell us, we may reduce the amount we pay you or refuse to pay a claim.

If you wish to insure any fitted non-standard accessory or modification, each one must be advised to us for our acceptance, which we will confirm by issuing an alteration advice.

When you tell us about a change or request a change to your Policy, we will assess the change to the risk in accordance with our underwriting rules and processes. If you request any change to cover (for example, you choose to add a cover option) and we agree to the change, we will issue an updated Policy Schedule and ask you for any applicable additional premium.

If an additional premium is required, the change to your cover will only become effective when:

- if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium, or
- you have paid the additional premium by the due date we give to you.

If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the most recent contact details you provided to us. If we don't receive payment of the additional premium owed, the change will not be effective and we will confirm this by issuing a replacement Certificate of Insurance. If you request any change to cover and we don't agree to the change, then we will let you know and the Policy will continue unchanged.

If you tell us about a change in your vehicle or vehicle's value then we will consider it under our underwriting rules and processes, and depending on the underwriting assessment:

- if we do not agree to the change then we will cancel your Policy and refund the unused portion of the premium,

- if we agree to the change, we will issue a new Certificate of Insurance and ask you for any additional premium, inform you of any change in terms, and any additional applicable excess(es). If an additional premium is required, the change will only be effective when:

- if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium, or
- you have paid the additional premium by the due date we give to you.

If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the latest contact details you provided us. If we don't receive payment of the additional premium owed, then we may cancel your Policy in accordance with the *Insurance Contracts Act 1984 (Cth)*. We will use the latest contact details you provided us to notify you of the cancellation date, which will depend on factors including:

- if we do not agree to the change then we will cancel your Policy and refund the unused portion of the premium,
- the premium you have already paid on your Policy, and
- the remaining period of insurance.

You will not receive a refund as we will use the premium you have already paid to delay the cancellation date by as long as possible. If you pay the additional premium after we notify you but before the cancellation date, then we will no longer need to cancel your Policy.

Other interests

You must tell us of the interest of all parties (e.g. financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy in relation to any claim they make.

Protection of insured vehicles

You must take all reasonable precautions for the care, safety and protection of the vehicles covered under this Policy and comply with all statutory obligations, by-laws and regulations imposed by any public authority for the safety, use and storage of the insured vehicles.

Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

What you must do after an accident or theft

If an incident happens which may give rise to a claim you must:

- take all reasonable steps to protect or safeguard your vehicle from further loss, damage or theft,
- notify the police as soon as possible if your vehicle or any of your property is stolen or maliciously or intentionally damaged, and provide details of the report to us. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss,
- tell us or your financial services provider as soon as possible. You will be provided with a claim form and advice on what to do,
- supply us with all relevant information we reasonably require to settle or defend the claim,
- notify us of any other insurance covering the same loss, damage or liability,
- provide to us full details in writing as soon as possible after the happening of any accident or occurrence, which may become the subject of a claim under this Policy,
- send to us as soon as possible any letter or communication from other parties,
- tell us as soon as possible of any notice of impending prosecution or details of any inquest or official inquiry,
- give all relevant information and reasonable assistance we may require to handle any claim that you make under this Policy.

In an emergency outside normal business hours you may call our emergency service on 1800 023 387 for assistance.

If in doubt at any time, call us or your financial services provider.

What you must not do after an accident or theft

In the event of an incident that may give rise to a claim, you must not:

- admit liability if an accident occurs which is likely to result in someone claiming against you,
- make an offer, settlement, promise or payment,
- incur any costs or expenses without our written consent, in respect of any right or claim which may be the subject of a claim by you against us under this Policy,
- authorise repairs to your vehicle without our prior consent. However you may authorise:
 - the fitting of an identical replacement windscreen or window glass,
 - emergency repairs up to \$10,000, see 'Additional benefits - Emergency repairs'

Claims administration, going to court, recovery action and legal liability claims

If you suffer loss or damage due to an incident for which someone else is responsible, you may have a legal right to recover some or all of the loss or damage from that person, including by taking legal action against them. When we pay a claim under your Policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance. This may include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. You must not enter into any agreement with anyone else which could limit the amount that could be recovered, including joining class action proceedings, without our permission.

When we pay a claim and some of your loss isn't covered by your policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents and statements that support your loss and agree with us on how we'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take.

If we successfully recover more than we paid for your claim under your policy, we will first keep the amount we paid for your claim and the amounts we paid in administrative and legal costs spent towards making the recovery. If there is any amount remaining after this, we will pay you the remainder to compensate you for loss that was not insured. Finally, we will keep any remaining amounts.

If you've received a benefit under your policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover any amounts we pay to you under the policy as well as our reasonable administration, investigation and legal costs from anyone at fault in relation to the fraud.

When we cover you for a legal liability claim, we may:

- arrange for a lawyer to represent you or we may act on your behalf,
- attempt to settle the claim, and/or
- defend the claim.

We will decide whether to defend or settle the claim and how much to pay to settle the claim.

What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Wording or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

Cover comes to an end following total loss

Where this Policy covers more than one vehicle then this clause will only apply to the particular vehicle which has been treated as a total loss.

If your vehicle is a total loss and we pay you the sum insured, market value, agreed value or replace your vehicle, then the Policy will come to an end for that vehicle and you will no longer have any cover for it. This means you will not be entitled to make any further claim for that vehicle under this Policy and:

- where the premium has been paid in full for the period of insurance there will be no refund of any premium, or
- where the premium is paid by instalments, we are entitled to deduct from any claim paid or payable, the balance of the unpaid premium or instalments of premium.

The total premium is payable and non-refundable because you have received the benefits associated with a total loss claim under the Policy.

If you've other vehicles insured on the Policy, then your regular instalments will be reduced up until your Policy renewal date because there will be fewer vehicles to cover. This lasts until your Policy renewal date, which you can find on your Policy Schedule.

Where we replace your vehicle with a new vehicle, as set out in 'Additional benefits – New vehicle replacement' and you choose to insure it with us and we accept the risk, a pro rata premium is payable.

GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- your ABN,
- the percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your Policy that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

Providing evidence and information

You must be able to demonstrate that you've suffered a loss covered by your Policy for your claim to be accepted. We may ask you for this information if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following records:

- police reports,
- medical reports,
- proof or evidence of loss or damage,
- proof or evidence of ownership,
- receipts or tax invoices evidencing confirmation of purchase of your vehicle and any accessories, and
- all service and repair records.

We won't pay any claim when the only proof or evidence of ownership is:

- a photograph,
- a photocopy of any documentation,
- a copy of information downloaded from the internet.

Unless you also submit a statutory declaration in support of these items attesting to you being the owner of the item(s) you're claiming for.

Our repair guarantee

We'll guarantee the quality of workmanship and materials used in repairs we authorise and manage, for as long as you own or lease the vehicle.

This guarantee does not apply to damage due to lack of maintenance or wear and tear (such as faded or damaged paintwork caused by exposure to the elements).

If you have concerns about the repairs to your vehicle you must:

- contact your financial services provider, and
- allow us to inspect your vehicle and arrange any additional repairs that we agree with you are needed. We will not pay for any additional repairs we don't authorise.

If additional repairs are needed and it's not safe or economical to carry them out, your vehicle will be assessed as a total loss. If this happens after your vehicle is no longer insured with us, we'll pay its market value, calculated at the time your vehicle is assessed as a total loss.

Excesses

In most cases, you'll need to contribute an amount towards the cost of any claims you make.

Depending on the age or experience of the driver, and whether a rigid body tipper or tipping trailer is insured under this Policy, you may have to contribute more than one excess. Each excess is shown on your Policy Schedule and is explained below.

If your claim is accepted, you must pay the total amount of the applicable excesses either to us or to the repairer. We will tell you to whom they must be paid. However, if your vehicle is a total loss, we may deduct any excess that you must pay from any payment we make.

Where more than one vehicle covered under this Policy is involved in an incident giving rise to a claim, you will have to pay the applicable excesses in respect of each vehicle insured.

In regard to rigid or articulated vehicles with attached trailers then the higher excess of these vehicles will apply.

Standard excess

The standard excess applies to all claims unless your Policy states that no excess applies to your claim. This amount is shown on the Policy Schedule as the standard excess.

Age or inexperienced driver excess

Applicable to vehicles with a gross vehicle mass less than 12,000 kilograms

In addition to the standard excess, you will have to contribute an age excess or inexperienced driver's excess if at the time of any incident giving rise to a claim your vehicle is driven by a person who:

- is under the age of 21, or
- is aged 21 but under the age of 25, or
- is aged 25 or more but has not held an Australian driver's licence for two or more years for the type of vehicle being driven at the time of the incident.

The amount of the age or inexperienced driver's excess is shown on your Policy Schedule. You will not have to contribute this additional excess if the only damage to your vehicle is a broken windscreen or window glass, or caused by storm or hail damage.

Heavy vehicle age and inexperienced driver's excess

Applicable to vehicles with a gross vehicle mass or gross combination mass of 12,000 kilograms or greater

Where a rigid or articulated body motor vehicle with a gross vehicle mass or gross combination mass of 12,000 kilograms or greater is, at the time of an incident, being driven by or is in the charge of a person under 21 years of age, or the person driving or in charge of the vehicle has less than two years driving experience in Australia for these vehicles at the time of the incident an excess of \$5,000 per vehicle will apply.

Undeclared driver's excess

Applicable if noted on your Policy Schedule

In addition to any other excesses which apply, you will have to contribute an undeclared driver's excess if, at the time of an incident which gives rise to a claim, your vehicle was being driven by or in the charge of a person:

- who is a member of your family and they normally live with you, and
- whose name has not been shown as a driver on your Policy Schedule.

You will not have to pay this excess if:

- the driver of your vehicle is over 25 years of age and has not been convicted of driving under the influence of alcohol or had their licence suspended or cancelled in the five years immediately before the accident or loss, or
- an emergency existed, or
- the use of your vehicle is shown as business on the Policy Schedule, or
- the only damage to your vehicle is a broken windscreen, window glass, hail damage, or loss or damage which occurs when the vehicle is parked or unattended.

The amount of the undeclared driver's excess is shown on your Policy Schedule if applicable.

Tipping excess

If any rigid body tipper or tipping trailer covered under this Policy is involved in an event giving rise to a claim while the tipping hoist is partially or fully extended, the standard excess as stated on the Policy Schedule in addition to any other excesses that may be applicable will be increased by 100%.

Off road excess

Applicable only to vehicles that are sedans, station wagons, panel vans, 4x4 or goods carrying vehicles with a gross vehicle mass less than 3,500 kilograms

The standard excess plus any other applicable excesses payable under the Policy will be increased by 100% if your vehicle is damaged while it is being driven on any beach or off any public road (excluding driveways) or on land not belonging to you.

Theft excess

If your vehicle is stolen you must contribute an excess for theft if shown on the Policy Schedule, which is in addition to any other excesses payable.

Outside radius excess

Applicable to vehicles with a gross vehicle mass greater than 3,500 kilograms and less than 12,000 kilograms

If your vehicle is outside a radius of 250 kilometres or the radius detailed on your Policy Schedule from your home, base(s) or depot(s) at the time of an accident then the total excesses payable will be an additional 100% of your standard excess and an additional premium will be payable for the change in business operations.

Applicable to vehicles with a gross vehicle mass or gross combination mass greater than 12,000 kilograms

If your vehicle is outside a radius of 250 kilometres or the radius detailed on your Policy Schedule from your home, base(s) or depot(s) at the time of an accident then the total excesses payable will be increased by 100% or \$10,000 whichever is the greater and an additional premium will be payable for the change in business operations.

Learner driver excess

If at the time of a loss or damage a licensed learner driver is in control of the vehicle the excesses that will apply are those that would have applied to the licensed passenger who is instructing the learner.

When you will not have to pay an excess

Applicable only to vehicles that are sedans, station wagons, panel vans, 4x4 or goods carrying vehicles with a gross vehicle mass less than 3,500 kilograms covered by comprehensive cover only

You will not have to contribute any excess towards a claim if:

- (a) the claim involves a collision with another vehicle and the collision which gave rise to the claim was totally the fault of the driver of another vehicle (you may be able to help confirm this by providing a police report, expert reports, witness statements or photographs taken at the scene), and
- (b) you provide us with the registration number of the other vehicle and the full name and address of the other driver, and
- (c) the amount of your claim exceeds the applicable excesses under the Policy.

We give this benefit only if we are allowed legally to recover the amount of any loss including any applicable excesses from the third party.

Where the driver of the other vehicle disputes who was at fault, you must pay any excess which applies but we will refund it if we are successful in establishing that the other driver was at fault.

Other terms

These other terms apply to how your Policy operates.

All persons or companies bound by this Policy and its provisions

All persons or companies entitled to any benefit under this Policy are bound by the terms and conditions of this Policy. We may refuse a claim if you or any of them are in breach of any of the terms and conditions of this Policy including any endorsements noted or attached to the Policy Schedule, except as allowed in 'Additional benefits – Breach of conditions'.

Cancelling your Policy

You can cancel your Policy at any time by telling us. If there are other people named as insured on your Policy, we may rely on a request from one insured to cancel your Policy.

We may cancel your Policy in any of the circumstances permitted by law (e.g. failure to pay the premium by the due date or if you told us something that you knew to be incorrect or untrue during your application for cover) by informing you in writing.

We can also cancel your Policy if your circumstances change and no longer fall within our underwriting rules.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

If you've paid your premium in advance and your Policy is cancelled, we'll refund you the proportion of the premium for the remaining period of insurance, less any non-refundable government fees, duties or charges.

If you make a fraudulent claim on your Policy, we can cancel it.

When there is more than one insured

When there is more than one insured on your Policy, we may treat what any one of them says or does in relation to your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel your Policy or tell us where a claim payment should be paid. Where a payment is made to one insured under this Policy, we have no further obligations to any other insured regarding that payment.

References to legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted,
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

Sending you documents

Documents relating to your insurance policy will be sent by post or email. Where you have been given the choice, they will be sent by your chosen delivery method and you can change your preference at any time.

It is your responsibility to make sure your contact details are current (including telephone number, email and mailing address where relevant) and you must update these as soon as they change.

Xenon Underwriting Pty Ltd



General & Products Liability

Policy Wording - v1

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Complaints and disputes

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Xenon Underwriting Pty Ltd in the first instance:

Complaints Officer
Xenon Underwriting Pty Ltd
PO Box 10
Capalaba Qld 4157 Phone: (07) 3823 1302
Email: enquiries@xenonunderwriting.com

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: ldraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

*Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000*

- who has authority to accept service on the Underwriters' behalf;
- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to:

*Proclaim Management Solutions Pty Ltd
Level 9, 271 Collins Street, Australia
Email: insclaims@proclaim.com.au
Phone: 1300 552 446
Mail: Locked Bag 32012, Collins St East, VIC 8003*

Privacy Information

Xenon Underwriting are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

Xenon Underwriting may collect personal information in order to assess an application for insurance and, if the application is accepted, to administer and manage the insurance policy and respond to any claim made. We may also use your personal information for the purpose of designing or underwriting new insurance products, for research and analytical purposes, to perform administrative functions (including for example accounting, risk management and staff training) and to comply with our legal obligations.

We may disclose personal information to third party service providers and related companies who assist us in processing any application or claim for insurance, such as reinsurers, our advisers, persons involved in claims, external claims data collectors and verifiers. Xenon Underwriting may also disclose your personal information to our related companies overseas who assist us in providing our products and services, including providing support in relation to the assessment of insurance applications and claims. These third party service providers or related companies may be located in Switzerland and the United Kingdom.

By providing your personal information to us, you consent to us making these disclosures. If you choose not to provide your personal information, we may not be able to assess your insurance application or administer and manage your insurance policy and respond to any claim made.

Our Privacy Policy contains information on how you may access personal information we hold or seek correction of your personal information and information on how to make a complaint about the handling of your personal information and how complaints are handled.

If you require more information, ask us for a copy of our Privacy Policy or visit www.xenonunderwriting.com.au

General & Products Liability Policy

1. Definitions – Words with Special Meaning

For the purposes of determining the cover provided by this Policy:

1.1 **“Act of Terrorism”** means:

An act, including but not limited to the use of force or violence and/or the threat of any person or group 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 including the intention to influence any government and/or to put the public, or any section of the public in fear.

1.2 **“Advertising Injury”** means:

Injury arising out of:

1.2.1 Defamation;

1.2.2 Any breach of the misleading or deceptive conduct provisions of the Trade Practices Act 1974 (Commonwealth) or any Fair Trading or similar legislation of any country, state or territory;

1.2.3 Any infringement of copyright or passing off of title or slogan;

1.2.4 Unfair competition, piracy, misappropriation of advertising ideas or style of doing business; or

1.2.5 Invasion of privacy,

Committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast and caused by or arising out of Your advertising activities.

1.3 **“Aircraft”** means:

Any craft or object designed to travel through air or space, other than model aircraft or unmanned inflatable balloons used for advertising or promotional purposes.

1.4 **“Business”** means:

The business as described in the Schedule and/or as further described in any more specific underwriting information provided to Us, at the time when this insurance was proposed to Us or at the time of any renewal of this Policy, and shall also include:

1.4.1 Any prior operations or activities which have ceased or have been disposed of but for which You may retain a legal liability;

1.4.2 The ownership of premises and/or the tenancy thereof by You;

1.4.3 Participation in any exhibition by You or on Your behalf;

1.4.4 The hire or loan of plant and/or equipment to other parties;

1.4.5 Conducted tours of Your premises;

1.4.6 The provision of any sponsorships, charities, galas, first aid, medical, ambulance or firefighting services by You or on Your behalf;

- 1.4.7 Private work undertaken by Your employees for any of Your directors, partners, proprietors, officers or executives; and
- 1.4.8 The provision and/or management of any canteen, social and/or sporting clubs or educational, welfare and/or child care facilities by You or on Your behalf, which are primarily for the benefit of Your employees.
- 1.5 **“Compensation”** means:
- Monies paid or agreed to be paid by judgment, award or settlement in respect of Personal Injury and/or Property Damage and/or Advertising Injury.
- Provided that such Compensation is only payable in respect of an Occurrence to which this insurance applies.
- 1.6 **“Electronic Data”** means:
- Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instruction for such equipment.
- 1.7 **“Employment Practices”** means:
- Any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination in respect of Your employees.
- 1.8 **“Excess”** means:
- The first amount of each claim or series of claims arising out of any one Occurrence for which You are responsible.
- The Excess applicable to this insurance appears in the Schedule.
- The Excess applies to all amounts for which We will be liable, including the indemnity provided by Insuring Clause 2.2 (Defence Costs and Supplementary Payments).
- 1.9 **“General Liability”** means:
- Your legal liability in respect of Personal Injury and/or Property Damage and/or Advertising Injury caused by or arising out of an Occurrence happening in connection with the Business other than Products Liability.
- 1.10 **“Geographical Limits”** means:
- 1.10.1 Anywhere in the World except North America.
- 1.10.2 North America, but only with respect to:
- 1.10.2.1 Overseas business visits by any of Your directors, partners, officers, executives or employees, who are non-resident in North America, but not where they perform manual work in North America.
- 1.10.2.2 Products exported to North America without Your knowledge.
- 1.11 **“Hovercraft”** means:
- Any vessel, craft or thing made or intended to transport persons or property over land or water supported on a cushion of air.

1.12 **"Incidental Contracts"** means:

- 1.12.1 Any written rental and/or lease and/or hiring agreement of real and/or personal property, other than with respect to any term or condition contained in such rental, lease and/or hiring agreement that requires You to insure such property;
- 1.12.2 Any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities;
- 1.12.3 Any written contract with any railway authority for the loading, unloading and/or transport of Products, including contracts relating to the operation of railway sidings; and
- 1.12.4 Those contracts designated in the Schedule.

1.13 **"Medical Persons"** includes but is not limited to:

Medical practitioners, medical nurses, dentists and first aid attendants.

1.14 **"Named Insured"** means:

- 1.14.1 The person(s), corporations and/or other organisations specified in the Schedule;
- 1.14.2 All existing subsidiary and/or controlled corporations (including subsidiaries thereof) of the Named Insured incorporated in the Commonwealth of Australia and/or any other organisations under the control of the Named Insured;
- 1.14.3 All subsidiary and/or controlled corporations (including subsidiaries thereof) of the Named Insured and/or any other organisations under the control of the Named Insured incorporated in the Commonwealth of Australia and which are constituted or acquired by the Named Insured during the Period of Insurance; and
- 1.14.4 Every subsidiary and/or controlled corporation and/or other organisation of the Named Insured which is divested during the Period of Insurance, but only in respect of claims made against such divested subsidiary or controlled corporation or organisation caused by or arising out of Occurrences insured against by this Policy, which occurred prior to the date of divestment.

1.15 **"North America"** means:

- 1.15.1 The United States of America and the Dominion of Canada;
- 1.15.2 Any state, territory or protectorate incorporated in, or administered by, the United States of America or the Dominion of Canada; and
- 1.15.3 Any country or territory subject to the laws of the United States of America or the Dominion of Canada.

1.16 “Occurrence” means:

An event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury and/or Property Damage and/or Advertising Injury that is neither expected nor intended (except for the matters set out in clause 1.18.6) from Your standpoint.

With respect to Personal Injury and/or Property Damage, all events of a series consequent upon or attributable to one source or original cause shall be deemed to be one Occurrence.

All Advertising Injury arising out of the same injurious material or act (regardless of the frequency or repetition thereof, the number and kind of media used, or the number of claimants) shall be deemed to be one Occurrence.

1.17 “Period of Insurance” means:

The Period of Insurance specified in the Schedule and any extension thereof which may be agreed in writing between You and Us.

1.18 “Personal Injury” means:

1.18.1 Bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and/or mental injury, including loss of consortium or services resulting therefrom;

1.18.2 False arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;

1.18.3 Wrongful entry or wrongful eviction;

1.18.4 Defamation or invasion of privacy, unless arising out of Advertising Injury;

1.18.5 Discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) not committed by You or at Your direction, but only with respect to liability other than fines and penalties imposed by law; and

1.18.6 Assault and battery not committed by You or at Your direction, unless committed for the purpose of preventing or eliminating danger to persons or property.

In the event of Personal Injury claims arising from latent injury, latent sickness, latent disease, latent illness or latent disability: such injury, sickness, disease, illness or disability in respect of each claim shall be deemed to have occurred on the day such injury, sickness, disease, illness or disability was first medically diagnosed.

1.19 “Pollutants” means:

Any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste material. ‘Waste material’ includes materials that are intended to be recycled, reconditioned or reclaimed.

1.20 **“Products”** means:

Anything manufactured, constructed, erected, assembled, installed, grown, extracted, produced or processed, treated, altered, modified, repaired, serviced, bottled, labelled, handled, sold, supplied, re-supplied or distributed, imported or exported, by You or on Your behalf (including Your predecessors in the Business), including any packaging or containers thereof, including the design, formula or specification, directions, markings, instructions, advice or warnings given or omitted to be given in connection with such products and anything which, by law or otherwise, You are deemed to have manufactured in the course of the Business including discontinued products.

Provided always that for the purpose of this insurance the term “Products” shall not be deemed to include:

1.20.1 Food and beverages supplied by You or on Your behalf primarily to Your employees as a staff benefit; or

1.20.2 Any vending machine or any other property rented to or located for use of others but not sold by You,

And any claims made against You in respect of Personal Injury and/or Property Damage arising out of any Occurrence in connection therewith shall be regarded as General Liability claims hereunder.

1.21 **“Products Liability”** means:

Your legal liability in respect of Personal Injury and/or Property Damage caused by or arising out of any Products or the reliance upon a representation or warranty made at any time with respect to such products; but only where such Personal Injury and/or Property Damage occurs away from premises owned or leased by or rented to You and after physical possession of such products has been relinquished to others.

1.22 **“Property Damage”** means:

1.22.1 Physical loss, destruction of or damage to tangible property, including the loss of use thereof at any time resulting therefrom; and

1.22.2 Loss of use of tangible property which has not been physically lost, destroyed or damaged; provided that such loss of use is caused by or arises out of an Occurrence.

1.23 **“the Schedule”** means:

The most current schedule issued by Us in connection with this Policy.

1.24 **“Tool of Trade”** means:

A Vehicle that has tools, implements, machinery or plant attached to or towed by the Vehicle and is being used by You at Your premises or on any Worksite. Tool of Trade does not include any Vehicle whilst travelling to or from a Worksite or Vehicles that are used to carry goods to or from any premises.

1.25 **“Vehicle”** means:

Any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power, and any trailer or other attachment to be utilised in conjunction with or drawn by any such machine.

1.26 **“Watercraft”** means:

Any vessel, craft or thing made or intended to float on or in or travel on or through water, other than model boats.

1.27 **“We, Us, Our, Ourselves”** means:

Xenon Underwriting acting as an agent of certain Underwriters at Lloyd’s.

1.28 **“Worksite”** means:

Any premises or site where any work is performed for and/or in connection with the Business together with all areas surrounding such premises or site and/or all areas in between such premises or site that You shall use in connection with such work.

1.29 **“You, Your, Insured”**:

Each of the following is an Insured to the extent specified below:-

1.29.1 The Named Insured;

1.29.2 Every past, present or future director, stockholder or shareholder, partner, proprietor, officer, executive, employee or volunteer of the Named Insured (including the spouse or any family member of any such person while accompanying such person on any commercial trip or function in connection with the Business) while such persons are acting for or on behalf of the Named Insured and/or within the scope of their duties in such capacities;

1.29.3 Any employee superannuation fund or pension scheme managed by or on behalf of the Named Insured, and the trustees and the directors of the trustee of any such employee superannuation fund or pension scheme which is not administered by corporate fund managers;

1.29.4 Every principal in respect of the principal’s liability arising out of:

1.29.4.1 The performance by or on behalf of the Named Insured of any contract or agreement for the performance of work for such principal, but only to the extent required by such contract or agreement and in any event only for such coverage and Limits of Liability as are provided by this Policy; and

1.29.4.2 Any Products sold or supplied by the Named Insured, but only in respect of the Named Insured’s own acts or omissions in connection with such products and in any event only for such coverage and Limits of Liability as are provided by this Policy.

1.29.5 Every person, corporation, organisation, trustee or estate to whom or to which the Named Insured is obligated by reason of any law, agreement or permit (whether written or implied) to provide insurance such as is afforded by this Policy, but only to the extent required by such law, agreement or permit and in any event only for such coverage and Limits of Liability as are provided by this Policy;

1.29.6 Every officer, member, employee or voluntary helper of the Named Insured’s canteen, social and/or sporting clubs, first aid, medical, ambulance or fire fighting services, charities, educational, welfare and/or child care facilities, while acting in their respective capacities as such;

- 1.29.7 Any director, partner, proprietor, officer or executive of the Named Insured in respect of private work undertaken by the Named Insured's employees for such person and any employee whilst actually undertaking such work; and
- 1.29.8 The estates, legal representatives, heirs or assigns of:
 - 1.29.8.1 Any deceased or insolvent persons; or
 - 1.29.8.2 Persons who are unable to manage their own affairs by reason of mental disorder or incapacity,

Who would otherwise be indemnified by this Policy, but only in respect of liability incurred by such persons as described in clauses 1.29.8.1 and 1.29.8.2 above.
- 1.29.9 Every party including joint venture companies and partnerships to whom the Named Insured is obligated by virtue of any contract or agreement to provide insurance such as is afforded by this Policy; but only to the extent required by such contract or agreement and in any event only for such coverage and Limits of Liability as are provided by this Policy.

2. Insuring Clauses

2.1 What We Cover

We agree (subject to the terms, Claims Conditions, General Conditions, Exclusions, Definitions and Limits of Liability incorporated herein) to pay to You or on Your behalf all amounts which You shall become legally liable to pay as Compensation in respect of:

- 2.1.1 Personal Injury;
- 2.1.2 Property Damage; and
- 2.1.3 Advertising Injury,

Happening during the Period of Insurance within the Geographical Limits, in connection with the Business or Your Products and/or work performed by You or on Your behalf and caused by or arising out of an Occurrence.

2.2 Defence Costs and Supplementary Payments

With respect to the indemnity provided by this Policy, We will:

- 2.2.1 Defend, in Your name and on Your behalf, any claim or suit against You alleging such Personal Injury and/or Property Damage and/or Advertising Injury and seeking damages on account thereof even if any of the allegations of such claim or suit is groundless, false or fraudulent;
- 2.2.2 Pay all charges, expenses and legal costs incurred by Us and/or by You at Our written request or with Our written consent (which consent shall not be unreasonably withheld):
 - 2.2.2.1 In the investigation, defence or settlement of such claim or suit, including loss of salaries or wages because of Your attendance at hearings or trials at Our request; or
 - 2.2.2.2 In bringing or defending appeals in connection with such claim or suit.

- 2.2.3 Pay:
- 2.2.3.1 All charges, expenses and legal costs recoverable from or awarded against You in any such claim or suit;
 - 2.2.3.2 Pre-judgment interest awarded against You on that part of the judgment payable by Us; and
 - 2.2.3.3 All interest accruing on Our portion of any judgment until We have paid, tendered or deposited in court that part of such judgment which does not exceed the limit of Our liability thereon.
- 2.2.4 Pay premiums on:
- 2.2.4.1 Bonds to release attachments for amounts not exceeding the applicable Limit of Liability of this Policy but We shall have no obligation to apply for or furnish any such bond; and
 - 2.2.4.2 Appeal bonds and/or security for costs required in any suit but We shall have no obligation to apply for or furnish any such bonds and/or security for costs.
- 2.2.5 Pay expenses incurred by You for:
- 2.2.5.1 Rendering first aid and/or surgical and/or medical and/or therapeutic relief to others at the time of any Personal Injury (other than any medical expenses, which we are prevented from paying by any law);
 - 2.2.5.2 Temporary protection of damaged or undamaged property of any person or party, including temporary repairs, shoring up and/or unpinning thereof; and
 - 2.2.5.3 Purchasing and/or hiring and/or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which You must provide in compliance with the requirements of any Government, Local Government or other Statutory Authority.
- 2.2.6 Pay all legal costs incurred by You with Our consent for representation of You at:
- 2.2.6.1 Any Coroner's Inquest or Inquiry;
 - 2.2.6.2 Any proceedings in any court or tribunal in connection with liability insured against by this Policy;
 - 2.2.6.3 Any Royal Commission or Government Enquiry arising out of any alleged breach of statutory duty, or other similar judicial enquiry into circumstances relating to any Occurrence, claim or potential claim which would be the subject of indemnity under this insurance; and
 - 2.2.6.4 Any enquiry, prosecution or hearing of a disciplinary nature held before a legally constituted enquiry board, committee, licensing authority or the like.

Provided that Our liability under clauses 2.2.6.3 and 2.2.6.4 shall not exceed **AUD250,000** in respect of any one claim or series of claims arising out of any one Occurrence.

The amounts of such Defence Costs and Supplementary Payments incurred, except payments in settlement of claims and suits, are payable by Us in addition to the applicable Limit of Liability of this Policy.

However, in respect of any claims or suits originating in any court in North America, the applicable Limit of Liability shown in the Schedule shall be inclusive of all Defence Costs and Supplementary Payments.

Where We are prevented by law or otherwise from making payments on Your behalf, We will indemnify You for legal liability incurred to the extent that such liability is covered by this Policy.

In jurisdictions where We may not legally be permitted to, or cannot for any other reason, defend any claim or suit against You, We will reimburse You for the expense of such defence incurred with Our written consent.

2.3 Limits of Liability and Excess

Subject to clause 2.2 above and clauses 2.4 and 3.16.5 below:

2.3.1 The Limit of Liability specified in the Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims for General Liability arising out of any one Occurrence; and

2.3.2 The Limit of Liability specified in the Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims, and in the aggregate during any one Period of Insurance, for Products Liability.

The applicable Limit of Liability will not be reduced by the amount of any Excess payable by You.

2.4 Additional Benefit - Claims Preparation Costs

In addition to the amount of cover provided by this Policy, We will pay up to AUD25,000 in respect of each claim or series of claims arising out of any one Occurrence for reasonable professional fees and such other expenses incurred by You for the preparation of a claim under this Policy.

The cover provided under this Additional Benefit operates in addition to and shall not in any way affect the cover provided under clause 2.2 of this Policy.

2.5 Optional Additional Benefit - Products Exported to North America with Your Knowledge (Applicable only where this Additional Benefit is confirmed in the Schedule)

The cover provided by this Policy is extended to include any judgment, award or settlement made within North America or any order made anywhere in the World to enforce such judgment, award or settlement either in whole or in part, subject to the following additional terms and exclusions in respect of any such judgment, award or settlement:

2.5.1 Cover only applies to Your legal liability in respect of Personal Injury and/or Property Damage that arises out of any Products exported to North America with Your knowledge.

2.5.2 Cover is not provided for:

- 2.5.2.1 Personal Injury and/or Property Damage directly or indirectly caused by or arising out of the discharge, dispersal, emission, release or escape of Pollutants;
- 2.5.2.2 The cost of removing, nullifying or clean up of Pollutants;
- 2.5.2.3 The cost of preventing the escape of Pollutants; or
- 2.5.2.4 Any claim for Compensation if in North America You have:
 - (a) Any assets other than Products;
 - (b) A related or subsidiary company;
 - (c) Any person or entity with power of attorney; or
 - (d) Any franchisor.
- 2.5.2.5 Any additional damages resulting from the multiplication of compensatory damages.

3. What We Exclude

We do not cover any liability:

3.1 Advertising Injury

For Advertising Injury:

- 3.1.1 Resulting from statements made at Your direction with knowledge that such statements are false;
- 3.1.2 Resulting from failure of performance of contract but this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract;
- 3.1.3 Resulting from any incorrect description of Products or services;
- 3.1.4 Resulting from any mistake in advertised price of Products or services;
- 3.1.5 Failure of Your Products or services to conform with advertised performance, quality, fitness or durability; or
- 3.1.6 Incurred by any Insured whose principal occupation or business is advertising, broadcasting, publishing or telecasting.

3.2 Aircraft, Hovercraft or Watercraft

For Personal Injury and/or Property Damage arising from:

- 3.2.1 The ownership, maintenance, operation or use by You of any Aircraft; or
- 3.2.2 The ownership, operation or use by You of any Watercraft or Hovercraft exceeding twenty (20) metres in length, whilst such Watercraft or Hovercraft is on, in or under water.

Provided that Exclusion 3.2.2 shall not apply with regard to claims arising out of:

 - 3.2.2.1 Watercraft used in operations carried out by any independent contractors for whose conduct You may be held liable;

- 3.2.2.2 Hovercraft owned and operated by others and used by You for business entertainment;
- 3.2.2.3 Watercraft owned by others and used by You for business entertainment; or
- 3.2.2.4 Hand propelled or sailing craft exceeding twenty (20) metres in length, whilst such craft is in territorial waters.

3.3 **Aircraft Products**

Arising out of Your Products that are Aircraft or Aircraft component parts used for maintaining an Aircraft in flight or moving upon the ground or used in the construction of an Aircraft hull or machinery which to Your knowledge are incorporated in an Aircraft.

3.4 **Asbestos**

Directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

3.5 **Breach of Professional Duty**

Arising out of any breach of duty owed in a professional capacity by You and/or any person(s) for whose breaches You may be held legally liable, but this exclusion shall not apply to claims:

- 3.5.1 In respect of Personal Injury and/or Property Damage arising from such breach of duty;
- 3.5.2 Arising out of the rendering of or failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises;
- 3.5.3 Arising out of advice or service which is not given for a fee; or
- 3.5.4 Arising out of advice given in respect of the use or storage of Your Products.

3.6 **Contractual Liability**

Which has been assumed by You under any contract or agreement that requires You to:

- 3.6.1 Effect insurance over property, either real or personal; or
- 3.6.2 Assume liability for, Personal Injury and/or Property Damage regardless of fault; provided that this exclusion shall not apply with regard to:
 - 3.6.2.1 Liabilities which would have been implied by law in the absence of such contractor agreement;
 - 3.6.2.2 Liabilities assumed under Incidental Contracts;
 - 3.6.2.3 Terms regarding merchantability, quality, fitness or care of Your Products which are implied by law or statute; or
 - 3.6.2.4 Liabilities assumed under the contracts specifically designated in the Schedule or in any endorsement(s) to this Policy.

3.7 **Damage to Products**

For Property Damage to any Products where such damage is directly caused by a fault or defect in such Products; but this exclusion shall be interpreted to apply with respect to damage to that part and only that part of such product to which the damage is directly attributable.

3.8 Defamation

For defamation:

- 3.8.1 Resulting from statements made prior to the commencement of the Period of Insurance;
- 3.8.2 Resulting from statements made at Your direction with knowledge that such statements are false;
or
- 3.8.3 Incurred by any Insured whose principal occupation or business is advertising, broadcasting, publishing or telecasting.

3.9 Electronic Data

Arising out of:

- 3.9.1 The communication, display, distribution or publication of Electronic Data; provided that this Exclusion 3.9.1 does not apply to Personal Injury and/or Advertising Injury arising therefrom;
- 3.9.2 The total or partial destruction, distortion, erasure, corruption, alteration, misrepresentation or misappropriation of Electronic Data;
- 3.9.3 Error in creating, amending, entering, deleting or using Electronic Data; or
- 3.9.4 The total or partial inability or failure to receive, send, access or use Electronic Data for anytime or at all,

From any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

3.10 Employers Liability

- 3.10.1 For Bodily Injury to any Worker in respect of which You are or would be entitled to indemnity under any policy of insurance, fund, scheme or self insurance pursuant to or required by any legislation relating to Workers' Compensation of Accident Compensation whether or not such policy, fund, scheme or self insurance has been effected.

Provided that this Policy will respond to the extent that Your liability would not be covered under any such policy, fund, scheme or self insurance arrangement had You complied with Your obligations pursuant to such law; or

- 3.10.2 Imposed by:

- 3.10.2.1 The provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination or contract of employment or workplace agreement; or
 - 3.10.2.2 Any law relating to Employment Practices.

Notwithstanding Exclusion clause 3.6 - Contractual Liability, Exclusions 3.10.1 and 3.10.2 shall not apply with respect to liability of others assumed by the Named Insured under a written contract or agreement.

For the purpose of Exclusions 3.10.1 and 3.10.2:

- (a) The term 'Worker' means any person deemed to be employed by You pursuant to any Workers' Compensation Law. Voluntary workers, secondees and work experience students (if any) shall not be deemed to be Your Workers.

- (b) The term 'Bodily Injury' means bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and/or mental injury, including loss of consortium or services resulting therefrom.

3.11 Faulty Workmanship

For the cost of performing, completing, correcting or improving any work undertaken by You.

3.12 Fines, Penalties, Punitive, Exemplary or Aggravated Damages

For any fines, penalties, punitive, exemplary or aggravated damages.

3.13 Liquidated Damages

Arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that such liability would have attached in the absence of such clauses or warranties.

3.14 Loss of Use

For loss of use of tangible property, which has not been physically lost, destroyed or damaged, directly arising out of:

3.14.1 A delay in or lack of performance by You or on Your behalf of any contract or agreement; or

3.14.2 Failure of any Products or work performed by You or on Your behalf to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You; but this Exclusion 3.14.2 shall not apply to Your liability for loss of use of other tangible property resulting from sudden and accidental physical loss, destruction of or damage to any Products or work performed by You or on Your behalf after such products or work have been put to use by any person or organisation other than You.

3.15 Pollution

3.15.1 For Personal Injury and/or Property Damage directly or indirectly caused by or arising out of the discharge, dispersal, release, seepage, migration or escape of Pollutants into or upon land, the atmosphere or any water course or body of water; or

3.15.2 For any costs and expenses incurred in preventing the discharge, dispersal, release, seepage, migration or escape of, or, testing and monitoring for, containing, removing, nullifying, or cleaning up of, Pollutants.

Provided that, with respect to any such liability which may be incurred anywhere other than North America, Exclusions 3.15.1 and 3.15.2 shall not apply where such discharge, dispersal, release, seepage, migration or escape is caused by a sudden, identifiable, unintended and unexpected event from Your standpoint which takes place in its entirety at a specific time and place.

3.16 Property in Your care, custody or control

For Property Damage to property in Your physical or legal care, custody or control; but this exclusion shall not apply with regard to:

3.16.1 The personal property, tools and effects of any of Your directors, partners, proprietors, officers, executives or employees, or the clothing and personal effects of any of Your visitors;

- 3.16.2 Premises or part(s) of premises (including their contents) leased or rented to, or temporarily occupied by, You for the purpose of the Business, but no cover is provided by this Policy if You have assumed the responsibility to insure such premises;
- 3.16.3 3.16.3.1 Premises (and/or their contents) temporarily occupied by You for the purpose of carrying out work in connection with the Business; or
- 3.16.3.2 Any other property temporarily in Your possession for the purpose of being worked upon,
But no indemnity is granted for damage to that part of any property upon which You are or have been working if the damage arises solely out of such work.
- 3.16.4 Any Vehicle (including its contents, spare parts and accessories while they are in or on such Vehicle) not belonging to or used by You, whilst any such Vehicle is in a car park owned or operated by You; provided that You do not operate the car park for reward, as a principal part of Your business; or
- 3.16.5 Notwithstanding Exclusion clause 3.6 "Contractual Liability", any property (except property that You own) not mentioned in clauses 3.16.1 to 3.16.4 above whilst in Your physical or legal care, custody or control whether or not You have accepted or assumed legal liability for such property. Provided that Our liability under this clause 3.16.5 shall not exceed AUD500,000 in respect of any one claim or series of claims arising out of any one Occurrence.

3.17 Property owned by You

For Property Damage to property owned by You.

3.18 Product Guarantee

For any Products warranty or guarantee given by You or on Your behalf, but this exclusion shall not apply to the requirements of any Federal or State legislation as to product safety and information.

3.19 Product Recall

For damages claimed for, and/or the costs of withdrawal, recall, inspection, repair, replacement, disposal or loss of use of Your Products or of any property of which such Products form a part, if such Products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

3.20 Radioactivity

Directly or indirectly caused by, contributing to by or arising from radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

Provided that Exclusion 3.20 shall not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

3.21 **Terrorism**

For loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Provided that, Exclusion 3.21 also excludes loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

3.22 **Vehicles**

For Personal Injury and/or Property Damage arising out of the ownership, possession or use by You of any Vehicle:

3.22.1 Which is registered or which is required under any legislation to be registered; or

3.22.2 In respect of which compulsory liability insurance or statutory indemnity is required by virtue of legislation (whether or not that insurance is effected),

But Exclusions 3.22.1 and 3.22.2 shall not apply to:

3.22.3 Personal Injury where:

3.22.3.1 That compulsory liability insurance or statutory indemnity does not provide indemnity, or

3.22.3.2 The reason or reasons why that compulsory liability or statutory indemnity does not provide indemnity do not involve a breach by You of legislation relating to Vehicles.

3.22.4 Any Vehicle (including any tool, implement, machinery or plant forming part of or attached to or used in connection with such vehicle) whilst being operated or used by You or on Your behalf as a Tool of Trade at Your premises or on any Worksite;

3.22.5 The delivery or collection of goods to or from any Vehicle;

3.22.6 The loading or unloading of any Vehicle;

3.22.7 Any Vehicle temporarily in Your custody or control for the purpose of parking where there is no fee; or

3.22.8 Property Damage caused by or arising out of the movement of any Vehicle (which is required to be Conditionally Registered in accordance with the law of any State or Territory in Australia) in the event of Your inadvertent and unintentional failure to effect Conditional Registration.

3.23 **War**

In respect of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3.24 **Cyber and Data Total Exclusion Endorsement**

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- 1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
- 1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;
regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act, Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.

4 If the Underwriters allege that by reason of this endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

Definitions

5 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

6 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

7 Cyber Incident means:

- 7.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 7.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

LMA5468

4 November 2020

3.25 Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2 For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3 As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

- 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020

3.26 Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

15 September 2010

4. Claims Conditions

4.1 Notification of Occurrence, Claim or Suit

You shall give:

- 4.1.1 Written notice to Us, as soon as reasonably practicable, of any claim made against You or any Occurrence that may give rise to a claim being made against You and which is covered by this Policy;
- 4.1.2 All such additional information that We may reasonably require and every demand, writ, summons, proceedings, impending prosecution or inquest and all documents relating to the claim or Occurrence shall be forwarded to Us as soon as practicable after they are received by You; and
- 4.1.3 Written notice (including facsimile transmission) must be given to Us, via Fitzpatrick Insurance Brokers.

4.2 Your Duties in the Event of an Occurrence, Claim or Suit

- 4.2.1 You shall not, without Our written consent (which consent shall not be unreasonably withheld), make any admission, offer, promise or payment in connection with any Occurrence or claim;
- 4.2.2 You shall use the best endeavours to preserve all property, products, appliances, plant, and all other things which may assist in the investigation or defence of a claim or suit or in the exercise of rights of subrogation and, so far as may be reasonably practicable, no alteration or repair shall be effected without Our consent until We have had an opportunity of inspection; and
- 4.2.3 You shall, when so requested, provide Us with details of any other insurances current at the time of any Occurrence, and/or Personal Injury and/or Property Damage and/or Advertising Injury and covering any of the liability insured by this Policy.

4.3 Our Rights Regarding Claims

- 4.3.1 Following the happening of any Occurrence in respect of which a claim is, or may be, made under this Policy, We shall have full discretion in the conduct of any proceedings in connection with any claim. You shall give such information and assistance that We may reasonably require in the prosecution, defence or settlement of any claim.
- 4.3.2 We may at any time pay to You, in respect of all claims against You arising directly or indirectly from one source or original cause:
 - 4.3.2.1 The amount of the Limit of Liability or such other amount specified in respect thereof (after deduction of any sum(s) already paid by Us, which sum(s) would reduce the amount of Our unfulfilled liability in respect thereof); or
 - 4.3.2.2 Any lesser sum for which the claim(s) can be settled.
- 4.3.3 Upon making such payment, We shall relinquish conduct and control of, and be under no further liability under this Policy in connection with, such claim(s) except for Defence Costs and Supplementary Payments:
 - 4.3.3.1 Recoverable from You in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently); or

4.3.3.2 Incurred by Us, or by You with Our written consent, prior to the date of such payment.

4.4. **Goods and Services Tax**

You must inform Us of the extent to which You are entitled to an input tax credit for the premium each time that You make a claim under this Policy. No payment will be made to You for any GST liability that arises on the settlement of a claim under this Policy when You have not informed Us of Your entitlement or correct entitlement to an input tax credit.

Notwithstanding anything contained in this Policy (including the Schedule and any endorsements attached hereto) to the contrary, Our liability will be calculated after taking into account:

- 4.4.1 Any input tax credit to which You, or any claimant against You, is entitled for any acquisition relevant to a claim paid under this Policy;
- 4.4.2 Any input tax credit to which You, or any claimant against You, would have been entitled were You or the claimant to have made a relevant acquisition; and
- 4.4.3 The GST exclusive amount of any supply made by You which is relevant to Your claim.

If the applicable Limit of Liability is not sufficient to cover Your claim, We will only pay GST (less any relevant input tax credit) that relates to Our proportion of Your claim.

The terms ‘GST’, ‘input tax credit’, ‘acquisition’ and ‘supply’ have the meanings ascribed to them in the A New Tax System (Goods and Services Tax) Act 1999.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, Claims Conditions, General Conditions, Exclusions or Definitions of this Policy other than as stated above.

5. **General Conditions**

5.1 **Adjustment of Premium**

If the first premium or any renewal premium for this Policy or any part thereof shall have been calculated on estimates provided by You, You shall keep an accurate record containing all particulars relative thereto and shall at all reasonable times allow Us to inspect such record.

You shall, where requested by Us after the expiry of each Period of Insurance, provide to Us such particulars and information as We may require as soon as reasonably practicable. The premium for such Period shall thereupon be adjusted and any difference paid by or allowed to You, as the case may be, subject to retention by Us of any minimum premium that may have been agreed upon between Us and You at inception or the last renewal date of this Policy.

5.2 **Alteration of Risk**

Every change which substantially varies any of the material facts or circumstances existing at the commencement of each Period of Insurance, that shall come to the knowledge of Your officer responsible for insurance matters, shall be notified to Us as soon as reasonably practicable thereafter and You shall (if so requested) pay such reasonable additional premium as We may require.

5.3 Bankruptcy or Insolvency

In the event that You should become bankrupt or insolvent, We shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

5.4 Breach of Condition or Warranty

Your rights under this Policy shall not be prejudiced by any unintentional and/or inadvertent:

- 5.4.1 Breach of a condition or warranty without Your knowledge or consent;
- 5.4.2 Error in the name or title of any person(s), corporation and/or other organisation which forms part of the definition of "You, Your, Insured";
- 5.4.3 Error in name, description or situation of property; or
- 5.4.4 Failure to report any property and/or entity and/or insurable exposure in which You have an interest.

Provided always that, upon discovery of any such fact or circumstances referred to above, Your officer responsible for insurance matters shall give written notice thereof to Us as soon as reasonably practicable thereafter and You shall (if so requested) pay such reasonable additional premium that We may require.

5.5 Cancellation of This Policy

You

- 5.5.1 You may cancel this Policy at any time by tendering notice in writing to Us to that effect, in which event the cancellation will become effective from the earlier of the date the notice is received by Us or the date on which You arranged alternative insurance protection.

By Us

- 5.5.2 Subject to General Conditions 5.4 and 5.12, We may cancel this Policy in any of the circumstances set out in Sections 60 or 61 of the Insurance Contracts Act 1984 (as amended).

Such cancellation shall take effect at the earlier of the following times:

- 5.5.2.1 The time when another policy of insurance between You and Us or some other insurer, being a policy that is intended by You to replace this Policy, is entered into; or
- 5.5.2.2 At 4p.m. on the thirtieth (30th) business day after the day on which notification was given to You.

In the event of cancellation of this Policy by either party, You shall be entitled to a pro rata refund of premium subject to any minimum and deposit premium that may apply.

If the premium is subject to adjustment, cancellation will not affect Your obligation to supply Us with such information as is necessary to permit the premium adjustment to be calculated.

5.6 Cross Liabilities

This insurance extends to indemnify:

5.6.1 Each of the parties comprising the Named Insured; and

5.6.2 Each of the Insureds hereunder,

Separately in the same manner and to a like extent as though policies had been issued in their separate names.

In particular, but without limiting the foregoing, this insurance shall indemnify each of the parties described in clauses 5.6.1 and 5.6.2 in respect of claims made by any other of such parties.

Provided always that:

5.6.3 Each of such parties shall be separately subject to the terms, Claims Conditions, General Conditions, Exclusions and Definitions of this Policy in the same manner and to a like extent as though separate policies had been issued; and

5.6.4 In no case shall the amount payable by Us in respect of any one claim or series of claims arising out of any one Occurrence or in the aggregate, as the case may be, exceed the applicable Limit of Liability as specified in the Schedule.

5.7 Inspection and Audit

We shall be permitted, but not obligated, to inspect Your premises and operations at any reasonable time. Neither Our right to make inspections, nor Our failure to make inspections, nor the making of inspections, nor any report of an inspection shall constitute an undertaking, on behalf of or for the benefit of You or others, to determine or warrant that such premises or operations are safe or healthful or are in compliance with any law, rule or regulation.

We may examine and audit Your books and records at any time during the currency of this Policy and within three (3) years after the final termination of this Policy but only with regard to matters which in Our opinion are relevant to this Policy.

5.8 Jurisdiction

This contract of insurance shall be governed by and construed in accordance with the laws of Australia and the States and Territories thereof. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction in a State or Territory of Australia and to comply with all requirements necessary to give such Court jurisdiction. All disputes arising under this Policy shall be determined in accordance with the law and practice of such Court.

5.9 Premium Funders

If the premium has been funded by a premium funding company which holds a legal right over this Policy by virtue of a notice of assignment and irrevocable power of attorney, then subject to Section 60 of the Insurance Contracts Act 1984, We may cancel this Policy at the request of the premium funding company, after substantiation of the debt and default in payment by You has been made and proven to Us, by giving You not less than three (3) business days written notice to that effect, following which a refund will be made to the premium funding company the proportionate part of the premium applicable to the unexpired Period of Insurance.

5.10 Reasonable Precautions

You must:

- 5.10.1 Exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition.
- 5.10.2 Take reasonable precautions:
 - 5.10.2.1 To prevent Personal Injury and/or Property Damage and/or Advertising Injury.
 - 5.10.2.2 To prevent the manufacture, sale or supply of defective Products.
 - 5.10.2.3 To comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property.
- 5.10.3 At Your own expense take reasonable action to trace, recall or modify any Products containing any defect or deficiency which defect or deficiency You have knowledge of or have reason to suspect.

5.11 Release

Where You are required by contractual agreement to release any Government or Public or Local Authority or other Statutory Authority or any landlord from liability in respect of loss, destruction or damage or legal liability insured against under this Policy, such release is allowed without prejudice to this insurance.

Notwithstanding General Condition 5.14 of this Policy, We agree to waive all Our rights of subrogation against any such Authority or landlord in the event of any Occurrence for which a claim for indemnity may be made under this Policy.

5.12 Non-Imputation

Where this insurance is arranged in the joint names of more than one Insured, as described in clause 1.14.1, it is hereby declared and agreed that:

- 5.12.1 Each Insured shall be covered as if it made its own proposal for this insurance;
- 5.12.2 Any declaration, statement or representation made in any proposal shall be construed as a separate declaration, statement or representation by each Insured; and
- 5.12.3 Any knowledge possessed by any Insured shall not be imputed to the other Insured(s).

5.13 Foreign Currency

All amounts referred to in this Policy are in Australian Dollars.

If You incur liability to settle any claim for an amount stated in the local currency of any country or territory outside the Commonwealth of Australia, where an award is made or a settlement is agreed upon, then, the amount payable by Us shall be the value of such award or settlement together with costs awarded or payable to any claimant converted to Australian Dollars at the free rate of exchange published in the Australian Financial Review on the date on which We pay to You) or some other person or party as directed by You) the indemnity in respect of such award or settlement; subject always to the applicable Limit of Liability.

5.14 Subrogation and Allocation of the Proceeds of Recoveries

Subject to General Condition 5.15 'Subrogation Waiver', any corporation, organisation or person claiming under this insurance shall, at Our request and at Our expense, do and concur in doing and permit to be done all such acts and things that may be necessary or may reasonably be required by Us for the purpose of enforcing any rights and remedies, or for obtaining relief or indemnity from any other organisation(s) or person(s), to which We shall be or would become entitled upon Us paying for or indemnifying You in respect of legal liability under this insurance.

Should You incur any legal liability which is not covered by this insurance:

5.14.1 Due to the application of an Excess; and

5.14.2 Where the amounts of any judgments or settlements exceed the applicable Limit of Liability;

You will be entitled to the first call on the proceeds of all recoveries made, by either You or Us, on account of such legal liability until fully reimbursed for such uninsured amount or amounts (less the actual costs of making such recoveries where those costs are incurred by Us) and any remaining amount(s) will be applied to reimburse Us.

5.15 Subrogation Waiver

Notwithstanding General Condition 5.14 We hereby agree to waive all Our rights of subrogation under this Policy against:

5.15.1 Each of the parties described under clause 1.29.

5.15.2 Any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation or organisation to which or to whom protection is afforded under this Policy. Where such corporation, organisation or person is protected from liability insured against hereunder by any other policy of indemnity or insurance, Our right of subrogation is not waived to the extent and up to the amount of such other policy.

5.16 Interpretation

This Policy incorporates the Schedule, Insuring Clauses, Claims Conditions, General Conditions, Exclusions, Definitions and any other terms herein contained or endorsed hereon, which are to be read together. Where any word or expression has been given specific meaning in any part of this Policy, such word or expression shall bear this meaning wherever it may appear unless such meaning is inapplicable to the context in which such word or expression appears.

Words importing the singular gender shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender.

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.

5.17 Electronic Communications

You agree that We may issue by electronic mail or post any notices required to be given under the Insurance Contracts Act or otherwise.

5.18 Breach of Applicable Law

Notwithstanding anything else to the contrary in the Policy, whenever coverage provided by this Policy would be in violation of any applicable economic, trade or other sanction or law, such coverage shall be null and void and We have no obligation to pay a claim if to do so would breach that sanction or law.

FINANCIAL LOSS (PRODUCTS ONLY) ENDORSEMENT

1. Notice to the Named Insured

This endorsement provides cover on a **Claims made and notified basis**.

- 1.1 A Claim must be made against the Named Insured during the Period of Insurance; and
- 1.2 The Named Insured must notify Us in writing of such Claim during the Period of Insurance.

2. Insuring Clause

Subject to the terms and conditions of the Policy and this endorsement, We will pay to or on behalf of the Named Insured all sums which the Named Insured shall become legally liable to pay by way of compensation as a result of a Claim for Financial Loss both first made against the Named Insured and notified to Us during the Period of Insurance arising out of any negligence, whether by act, error or omission (which expression shall include any non-deliberate breach of Section 52, Section 53, Section 55 or Section 71 of the Trade Practices Act 1974 or Section 18, Section 29, Section 33, Section 54 or Section 55 of the Australian Consumer Law or mirroring provisions of any State Fair Trading Act or similar statute) committed or alleged to have been committed by the Named Insured in connection with the Named Insured's Products.

3. Definitions

3.1 "Claim" means:

- 3.1.1 Any writ, statement of Claim, summons, application or other originating legal or arbitral process, cross Claim, counterclaim or third or similar party notice issued against or served upon the Named Insured; or
- 3.1.2 The receipt by the Named Insured of any written or verbal notice of demand for compensation made by a third party against the Named Insured.

3.2 "Financial Loss" means any loss which is economic in nature and not consequent upon Personal Injury or Property Damage.

4. Sub-Limit of Liability

Our liability to pay compensation under this endorsement shall not exceed the amount stated in the Policy Schedule any one Claim and in the aggregate during the Period of Insurance.

Further, all payments made under this endorsement will also contribute towards the exhaustion of the aggregate Limit of Liability in respect of Products Liability.

All Claims of a series consequent on or attributable to one source or original cause shall be deemed one Claim.

The Excess shown in the Policy Schedule is the first amount of each and every Claim (costs inclusive) to be borne by the Named Insured at the Named Insured's own risk and Our liability shall only be in excess of this amount.

5. Defence Costs

We agree to pay all legal costs and expenses incurred with Our prior written consent in connection with any Claim for which indemnity is available under this endorsement, provided that such legal costs and expenses are included within the Sub-Limit of Liability applicable to this endorsement.

Provided that We shall not be liable for legal costs and/or expenses where indemnity is not provided by this endorsement.

In the event that the Named Insured is a party to a demand, legal proceedings, inquiry or hearing which is covered only in part by this endorsement, we will each use our best efforts to agree upon a fair and proper allocation of legal costs and/or expenses or any other amount insured under this endorsement which relate solely to what is covered under this endorsement.

In the event that an agreement cannot be reached, a Senior Counsel (to be mutually agreed upon between each of us) shall, as an expert and not an arbitrator, determine a fair and proper allocation. Until the Senior Counsel has made a determination We may, in Our absolute discretion, pay such legal costs and/or expenses or any other amount insured under this endorsement as We consider appropriate.

6. Exclusions

For the purposes of this endorsement only:

6.1 Exclusion 3.14.2 of the Policy wording is deleted.

6.2 Exclusion 3.19 of the Policy wording is deleted and replaced with the following:

3.19 Product Recall

For damages, costs or expenses arising out of the withdrawal, recall, inspection, repair, reconditioning, modification, reinstallation or replacement of any Products or any property of which such Products form a part.

6.3 General Conditions 5.6 Cross Liabilities of the Policy wording is deleted.

6.4 The following additional exclusions apply:

6.4.1 Any act, error or omission which occurred or allegedly occurred prior to the Retroactive Dates shown in the Policy Schedule.

6.4.2 An occurrence which would otherwise be excluded under the general/products component of this Policy (and any endorsements attached thereto) to which this endorsement is attached.

6.4.3 Any facts or circumstances of which the Named Insured was aware prior to the commencement of the Period of Insurance or which a reasonable person in the Named Insured's position would have considered may give rise to a Claim.

6.4.4 Any Claim made prior to or existing at the inception of this Policy.

6.4.5 6.4.5.1 Any Claim; or

6.4.5.2 Facts or circumstances that might give rise to a Claim,

Which have been notified or which could have been notified under any prior policy.

6.4.6 Any failure or omission on the part of the Named Insured to effect or maintain insurance.

- 6.4.7 Any Claim which is more specifically insured against in any other section of this Policy.
 - 6.4.8 Conspiracy, conversion, deceit, inducement to breach contract or injurious falsehood.
 - 6.4.9 Claims made and actions instituted within the United States of America or Canada, their respective territories and protectorates and any other territory coming within the jurisdiction of the courts of the United States of America or Canada.
 - 6.4.10 Claims and actions to which the laws of the United States of America or Canada and their respective territories and protectorates apply.
 - 6.4.11 Any Claim incurred by or caused by the Named Insured's directors or officers whilst acting within the scope of their duties in such capacity.
 - 6.4.12 Liability assumed under the terms of a contract or agreement unless the Named Insured would have been liable in the absence of such contract or agreement.
 - 6.4.13 Liability assumed where the Named Insured may have been able to recover from another party but for an agreement between the Named Insured and such party where the Named Insured has waived, released or abandoned any right of recourse or recovery against any party.
 - 6.4.14
 - 6.4.14.1 Any data breach or unauthorised access to information;
 - 6.4.14.2 Any transmission, publication, release, loss, entry, modification, creation, handling or maintenance of any data or information; or
 - 6.4.14.3 Any:
 - 6.4.14.3.1 Breach of;
 - 6.4.14.3.2 Access (including but not limited to unauthorised access) to;
 - 6.4.14.3.3 Interruption of;
 - 6.4.14.3.4 Degradation (including degradation in service) of;
 - 6.4.14.3.5 Failure of; or
 - 6.4.14.3.6 Operation or maintenance of,
- Any electronic, wireless, web or similar system (including but not limited to all hardware, software, programmes and data) used to transmit, connect, process or store data or information in an analogue, digital, electronic, wireless or similar format (including but not limited to all computers, servers, associated input and output devices, data storage devices, networking equipment, wired or wireless peripherals, electronic back-up facilities and media libraries).

7. Conditions

- 7.1 In the event of a Claim, the Named Insured must give immediate notice in writing to Us of such Claim and such information as We may require to reasonably investigate the Claim and to enable Us to determine Our liability under this Policy.
- 7.2 The Named Insured must take all reasonable precautions to prevent Financial Loss to any third party.

PRODUCTS RECALL EXPENSES ENDORSEMENT

Indemnity

Notwithstanding Exclusion 3.19, this Policy is hereby extended to indemnify the Named Insured for Product Recall Expenses incurred by the Named Insured or others for the recall of the Named Insured's Products as a result of a decision by the Named Insured that it is necessary to recall such Products because their use may cause the Named Insured to incur a legal liability as would be insured by this Policy.

Provided that:

- (a) The decision to recall such Products is made by the Named Insured and notified to Us during the Period of Insurance in accordance with the Special Condition which applies to this endorsement.
- (b) All Product Recall Expenses incurred in the recall of the same Products for the same defect shall be considered as arising out of the one Occurrence and shall constitute only the one claim hereunder.
- (c) Our total aggregate liability during any one Period of Insurance for all claims for Product Recall Expenses shall not exceed the Sub-Limit of Liability as stated in this endorsement, subject always to the application of the Excess.

Sub-Limit of Liability

\$250,000 in respect of any one claim or series of claims arising out of any one Occurrence and in the aggregate for all claims during any one Period of Insurance.

Excess

You will be responsible to pay the first \$10,000 in respect of each claim or series of claims arising out of anyone originating cause.

Definitions

- (a) "Named Insured's Products" means:

Those Products as described in Definition 1.20 of this Policy.

- (b) "Product Recall Expenses" means:

The reasonable and necessary costs incurred for:

- (i) Broadcast, televised or printed announcements or advertisements;
- (ii) Transportation of the Named Insured's Products from any purchaser, distributor or user to any place designated by the Named Insured;
- (iii) The hire of necessary additional persons, other than the Named Insured's regular employees, and of additional accommodation;
- (iv) The rent or hire of additional warehouse or storage space; and
- (v) The disposal or destruction of the Named Insured's recalled Products,

But only where such costs are incurred solely for the purpose of recalling the Named Insured's Products or subsequently disposing of them.

Exclusions

This Policy does not cover liability for claims:

- (a) For Product Recall Expenses by reason of:
 - (i) The Named Insured's Products bearing the same trade or brand names as, but from batches other than, those which have been determined as possibly or likely to become a cause of loss under this endorsement;
 - (ii) Exposure to weather or loss or damage as a result of gradual deterioration inherent deterioration or decomposition;
 - (iii) Loss of customer approval or confidence; or
 - (iv) Mislabelling of containers or packages after the final "use by" date authorised by a government agency in promulgating modified labelling regulations.
- (b) For costs incurred to regain customer approval or confidence or other consequential loss.
- (c) In relation to a pre-existing defect or condition that the Named Insured knew, at the inception of this insurance, might result in a loss hereunder.
- (d) For the recall of the Named Insured's Products which were manufactured or sold or handled or distributed earlier than twelve (12) months prior to the inception of the Period of Insurance in which the Product Recall Expenses are incurred.
- (e) For the cost of examination, repair, alteration, treatment or replacement of any of the Named Insured's Products.
- (f) Costs associated with misdelivery or misdirection.
- (g) Insolvency or bankruptcy.
- (h) Circumstances which were known to the Named Insured prior to commencement of this Policy.
- (i) Deliberate product contamination.
- (j) The Named Insured's Products that have been supplied which the Named Insured knew contained substances or components that were prohibited or unsafe.
- (k) A recall forced by any Government or public authority.

Special Condition

When reasonably practicable to do so, before the decision to recall any of the Named Insured's Products or to incur any Product Recall Expenses is made, we shall be consulted and agreement reached relating to the necessity for the recall.

Nothing contained in these endorsements shall in any way serve to increase the Limit of Liability stated in the Schedule.

Other than as amended above, the terms of this Policy shall continue to apply.

STATUTORY LIABILITY EXTENSION

Preamble

In consideration of the premium being paid by You to Us and in reliance upon the written statements and declarations contained in the proposal form or insurance broker's quotation submission, We agree to indemnify You in accordance with the following extension wording.

1. Notice to You

This extension provides cover on a Claims made and notified basis.

- 1.1 A Claim must be made against You during the Period of Insurance; and
- 1.2 You must notify Us in writing of such Claim during the Period of Insurance.

2. Insuring Clause

Subject to the terms and conditions of this extension, We will pay to You or on Your behalf any Loss arising from any Claim in respect of a Wrongful Breach that occurs after the Retroactive Date.

3. Definitions

- 3.1 **"Act"** means any Act of the Parliament of Australia and any Act of the Parliaments of the States or Territories of Australia, including any subordinate or delegated legislation made under those Acts; and any amendment, consolidation or re-enactment of any of the above Acts or legislation.
- 3.2 **"Business"** means Your business as described in the Schedule.
- 3.3 **"Claim"** means the receipt by You of any written or verbal notice from a regulatory authority with alleges a Wrongful Breach and imposes a Penalty on You for the Wrongful Breach or asserts that You are liable to pay a Penalty.
- 3.4 **"Consumer Protection Act"** means any of the following:
 - Fair Trading Act 1985 (VIC) Fair
 - Trading Act 1987 (NSW) Fair
 - Trading Act 1987 (SA) Fair
 - Trading Act 1987 (WA) Fair
 - Trading Act 1989 (QLD) Fair
 - Trading Act 1990 (TAS) Fair
 - Trading Act 1992 (ACT)
 - Consumer Affairs and Fair Trading Act 1996 (NT) Trade
 - Practices Act 1974 (Cth)
 - Competition and Consumer Act 2010
 - Part 2 of the Australian Securities and Investments Commission Act 2001
 - And any amendment, consolidation or re-enactment of any of those Acts.
- 3.5 **"Defence Costs"** means necessary and reasonable legal costs and expenses, including witness costs and expenses, but excludes wages, salaries or other remuneration of Yours, in defending any prosecution or threatened prosecution.

- 3.6 **“Excess”** means the amount stated in the Schedule and applies to all amounts payable under this extension.
- 3.7 **“Employee”** means any person who is, was or becomes engaged as an employee under a contract of employment with You.
- 3.8 **“Joint Venture”** means any enterprise undertaken jointly by You and any other party.
- 3.9 **“We, Us, Our, Ourselves”** means Xenon Underwriting.
- 3.10 **“Loss”** means any Penalty and Defence Costs.
- 3.11 **“Officer”** means any past, present or future director, executive officer (as defined by the Corporations Act) or company secretary of Yours.
- 3.12 **“Outside Directorship”** means an executive position held by an Officer of Yours in connection with the Business at Your specific request in any corporation, joint venture, partnership, trust or other enterprise which is not included in the Definition of You, Your, Yours. In this Definition, a reference to You shall mean You as defined in clauses 3.21.1 and 3.21.2.
- 3.13 **“Penalty”** means any fine, infringement fee or monetary sum imposed by any Regulatory Authority on and payable by You pursuant to any Act for a Wrongful Breach by You but excluding:
 - 3.13.1 Any amounts payable as compensation;
 - 3.13.2 Any compliance, remedial, reparation or restitution costs;
 - 3.13.3 Any damages, including any exemplary or punitive damages;
 - 3.13.4 Any consequential economic loss; or
 - 3.13.5 Any legal costs and associated expenses.

Notwithstanding clause 3.14.5, We will pay any reasonable legal costs and associated expenses payable by You to any Regulatory Authority upon the imposition of a Penalty covered by this extension. Provided that where the proceedings that lead to the imposition of the Penalty also include proceedings in respect of any of the matters set out in sub-clauses 3.14.1 to 3.14.4, We will not be liable for that proportion of the legal costs and associated expenses that may be reasonably attributed to the proceedings in respect of those matters set out in sub-clauses 3.14.1 to 3.14.4.

- 3.14 **“Period of Insurance”** means the period of insurance specified in the Policy Schedule.
- 3.15 **“Reasonable Grounds for Defence”** means:
 - 3.15.1 You have reasonable prospects of success in avoiding the quantum of any Penalty alleged in the Claim; or
 - 3.15.2 You have reasonable prospects of success in reducing the quantum of any Penalty alleged in the Claim by entering a defence or pleading not guilty,

And that having regard to the likely legal costs incurred in defending the Claim it is reasonable for the Claim to be defended.

Provided that Reasonable Grounds for Defence will not exist if the Claim is capable of being avoided or mitigated by a settlement into which a reasonable person in Your position, properly advised, would enter.

In the event that an agreement on reasonable prospects for success cannot be reached between Us and You, a Senior Counsel (to be mutually agreed upon by Us and You) shall, as an expert and not an arbitrator, make such determination. Until the Senior Counsel has made a determination We may, in Our absolute discretion, pay such legal costs and/or expenses or any other amount insured under this extension as We consider appropriate.

In the event that agreement on the appointment of a Senior Counsel cannot be reached, such Senior Counsel shall be appointed by the then President of the Law Society or the Law Institute in the relevant State or Territory.

- 3.16 **“Regulatory Authority”** means a person or entity appointed, constituted or acting under a delegation pursuant to any Act for the purposes of enforcement of such Act or another Act, including a person or entity authorized to collect monies payable to the Consolidated Revenue Fund, Consolidated Fund or any other such fund.
- 3.17 **“Retroactive Date”** means the date specified in the Schedule.
- 3.18 **“Territorial Limits”** means anywhere in Australia.
- 3.19 **“Wrongful Breach”** means any act, error or omission which occurs in connection with the Business, within the Territorial Limits and after the Retroactive Date, whereby:
- 3.19.1 You contravene an Act or are involved in the contravention of an Act;
- 3.19.2 You commit an offence pursuant to an Act; or
- 3.19.3 Such conduct is prohibited under an Act or is the subject of the imposition of a Penalty under an Act.
- 3.20 **“You, Your, Yours, Insured”** means:
- 3.20.1 The organisation named as the Named Insured in the Schedule, including past, present or future Officer, Employee or work experience student whilst acting in the performance of their duties or employment;
- 3.20.2 Any subsidiary company of Yours which is:
- 3.20.2.1 Incorporated within Australia including subsidiaries;
- 3.20.2.2 Controlled by You and over which You assume active management;
- 3.20.3 Outside Directorship held by an Officer;
- Provided that:
- 3.20.3.1 Coverage shall not be extended to the outside organisation in which such Outside Directorship is held, or to any other director, executive officer, company secretary or employee of such organisation; and
- 3.20.3.2 Coverage shall not apply to any part of any Loss covered by any indemnity given by such outside organisation or any contract of insurance taken out by or on behalf of that outside organisation or its directors, executive officers, company secretary or employees.

4. Limit of Liability and Excess

Our liability under this extension in respect of all Losses arising out of all Claims covered by this extension shall not exceed the Limit of Liability specified in the Schedule any one Claim and in the aggregate during the Period of Insurance.

All Losses arising out of any one Wrongful Breach or interrelated Wrongful Breaches are deemed to be one Loss.

The Excess is the first amount for each and every Claim which is to be borne by You.

5. Defence Costs

We agree to pay all Defence Costs incurred with Our prior written consent in connection with any Claim in respect of a Wrongful Breach where You have Reasonable Grounds for Defence, provided that such legal costs and expenses are included within the Limit of Liability applicable to this extension.

Provided that We shall not be obliged to provide such consent unless We are satisfied that You have Reasonable Grounds for Defence.

Provided that We shall not be liable for legal costs and/or expenses where indemnity is not provided by this extension.

6. Exclusions

6.1 This extension does not provide indemnity in respect of any Claim:

6.1.1 Based upon, attributable to or in consequence of:

- 6.1.1.1 Any wilful, intentional or deliberate Wrongful Breach;
- 6.1.1.2 A wilful, intentional or deliberate failure to comply with any lawful notice, enforcement order, direction, enforcement proceeding or any other proceeding under any Act;
- 6.1.1.3 Any Wrongful Breach caused by Your gross negligence or recklessness;
- 6.1.1.4 Your dishonest, fraudulent or malicious act or omission, provided that cover is provided to any of You who is innocent of and has no prior knowledge of such conduct. Such person shall as soon as practicable after becoming aware of such conduct, advise Us in writing of all relevant facts;
- 6.1.1.5 You gaining any personal profit or advantage or receiving any remuneration to which You were not legally entitled;
- 6.1.1.6 Any Wrongful Breach in connection with any strike, lockout, picket line, stand down or industrial dispute. This exclusion does not apply to Officers and Employees for Claims arising in the proper performance of their duties as Officers and Employees;
- 6.1.1.7 A Wrongful Breach of any Consumer Protection Act. This exclusion does not apply to Officers and Employees for Claims arising in the proper performance of their duties as Officers and Employees;
- 6.1.1.8 Any Wrongful Breach pursuant to Sections 182, 183, 601FE or 601JD of the Corporations Act; and any amendment, consolidation or re-enactment of any of those Sections;
- 6.1.1.9 A Wrongful Breach in connection with a requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue or impost;
- 6.1.1.10 A Wrongful Breach relating to the regulation of vehicular, air or marine traffic; or
- 6.1.1.11 Asbestos, asbestos products and/or products containing asbestos;

- 6.1.2 Made, threatened or in any way intimidated against You prior to the Period of Insurance;
- 6.1.3 Arising from any matter disclosed to any insurer, including Us, prior to the Period of Insurance as either a Claim or fact which may give rise to a Claim against You;
- 6.1.4 Arising from any facts of which You were aware prior to the commencement of the Period of Insurance and which You knew, or ought reasonably to have known, to be facts which may give rise to a Claim;
- 6.1.5 Arising from any Wrongful Breach where You knew, or ought reasonably to have known, prior to the Period of Insurance that there had been such a Wrongful Breach;
- 6.1.6 For any Loss or part of any Loss which is attributable to the period after You knew, or ought reasonably to have known, that its conduct was a Wrongful Breach;
- 6.1.7 Deliberately or intentionally solicited by You. This exclusion does not apply to Officers and Employees where such Claims arise in the discharge of their duties as Officers and Employees;
- 6.1.8 Any Defence Costs incurred or paid before Our consent has been given in accordance with the provisions of this Policy;
- 6.1.9 For any Loss or part of any Loss arising from or which is attributable to Your participation in any Joint Venture. Provided that this exclusion shall not apply to Outside Directorship as defined in Definition 3.13; or
- 6.1.10 For any Penalty:
 - 6.1.10.1 Imposed pursuant to any law of any country, state or territory outside the Territorial Limits;
 - 6.1.10.2 Imposed within the Territorial Limits but arising out of any act or omission occurring outside the Territorial Limits, and any Defence Costs associated with such Penalty.

6.2 We shall not be liable to pay the amount of the Excess in respect of each Loss.

7. Continuous Cover

If You were aware of any facts that might give rise to a Claim prior to the commencement date of the Period of Insurance and had not notified Us of such facts prior to the commencement date of the Period of Insurance, then Exclusion 6.1.4 will not apply to the notification of a Claim resulting from such facts, provided that:

- 7.1 The failure to notify such facts was not a fraudulent misrepresentation or fraudulent non-disclosure by You; and
- 7.2 You have been insured continuously under a Statutory Liability Policy or this extension with Us and were so insured by Us at the time You first became aware of such facts; but
- 7.3 Indemnity will be considered under the terms and conditions of the Policy or this extension (including limits of liability and deductibles) in force when You first became aware of such facts; and
- 7.4 We will reduce Our liability to the extent of any prejudice suffered as a result of Your failure to notify such facts giving rise to a Claim prior to the commencement date of the Period of Insurance.

8. Conditions

- 8.1 In the event of a Claim, You must give immediate notice in writing to Us of such Claim. At the same time You must enable Us to reasonably investigate the Claim for the purpose of determining liability under this extension including but not limited to the following:
- 8.1.1 Provide comprehensive details of any notice, circumstance or Claim together with any documentation, information and relevant details;
 - 8.1.2 Use best endeavours to preserve all property, products, appliances and plant which may assist in the investigation or conduct of the Claim;
 - 8.1.3 Co-operate with Us and Our appointed representatives in all aspects of the Claim.
- 8.2 You must take all reasonable care and do and concur to do all things reasonably practicable to avoid or prevent a Wrongful Breach, or diminish a Loss.
- 8.3 You shall not make any admission, offer, promise or payment in respect of any Claim, or agree to pay any Penalty or consent to any order directing You to pay any Penalty without Our prior written consent.
- We shall not be liable for any such Penalty incurred without Our consent, and such consent will not be unreasonably withheld by Us.
- 8.4 We shall be entitled, but not obligated, to take over the conduct in Your name investigation, defence (including appeal and resisting appeal) and settlement of any Claim. Any amount incurred by Us shall be deemed part of Defence Costs.
- 8.5 If We grant indemnity under this extension in respect of any Claim, then We shall be subrogated to all Your rights of recovery in respect of such Claim whether or not payment has in fact been made and whether or not You have been compensated in full for Your loss. Each of You must, at Your own cost, provide all reasonable assistance to Us (including, but not limited to giving information, signing documents and giving evidence) to help enforce those rights.
- You must not do anything that may prejudice Our position or Our potential or actual rights of recovery against any party. Any amounts recovered by Us shall be allocated in the following order – recovery costs, uninsured loss, Limit of Liability and Excess.
- 8.6 Where We recommend to You to pay any Penalty, consent to any order directing You to pay any Penalty or otherwise settle or resolve any Claim, and You do not agree to do so, then We are entitled to reduce Our liability to You to the extent of any prejudice suffered by Us by reason of Your failure to so agree.
- 8.7 If You continue to defend a Claim where We have refused to provide consent in accordance with Clause 5 and you are successful in respect of that Claim, then consent as set out in Clause 5 shall be deemed to have been given at the time it was first requested by You. For the purpose of this condition, “successful” means that the outcome of the Claim established that at the time at which We refused consent, You had Reasonable Grounds for Defence.

- 8.8 This extension shall be interpreted in accordance with the laws of Australia or any State or Territory as applicable, and all Claims for indemnity under this extension shall be decided in accordance with those laws. All matters arising from or relating to the construction, operation or interpretation of the extension shall be submitted to the exclusive jurisdiction of the Australian Courts.
- 8.9 You shall comply with any lawful notice or direction received from, or any enforcement action taken by any appropriate Regulatory Authority under any Act within the time specified or, if no time is specified, within a reasonable time.
- 8.10 You may cancel the Policy and this extension at any time by giving notice in writing to Us.

We may cancel the Policy and this extension at any time where:

- 8.10.1 We are entitled to do so pursuant to the Insurance Contracts Act 1984 or any amendments;
- 8.10.2 You have failed to notify Us of any specific act or omission where such notification is required under the terms or conditions of the Policy or this extension; or
- 8.10.3 You have acted in contravention of or omitted to act in compliance with any term of the Policy or this extension which empowers Us to refuse to pay a Claim in the event of such contravention or omission.

Any notice of cancellation given by Us shall take effect either at the time when another contract of insurance between You and Us or some other insurer (being a contract that is intended by You to replace this Policy) is entered into or at 4pm on the third business day after the date on which notice was given to the You by Us (whichever is the earlier).

- 8.11 Where You comprise more than one person or company, it is agreed that the Named Insured referred to in the Schedule shall be the agent of each of the other Insured persons or companies for the purposes of receiving any notice of cancellation pursuant to Clause 8.10, or any other notice, statement, document or information relating to the Policy or this extension. Where You have an insurance broker, nothing in this paragraph shall restrict Our right to notify the broker as Your agent.
- 8.12 Except to the extent that You are compelled by law to do so, You shall not release to any third party or otherwise publish details of:
- 8.12.1 The nature of the liabilities insured by this extension;
- 8.12.2 The extent of cover provided by this extension; or
- 8.12.3 The amount of the premium specified in the Schedule,
Without Our written consent.
- 8.13 Where this extension provides any indemnity to You which is prohibited by law, this extension shall be varied by operation of this Clause 8.13 so that this extension does not respond to the extent that the indemnity is prohibited by law.

8.14 8.14.1 Your failure to comply with the duty of disclosure under the Insurance Contracts Act 1984 (Cth) or misrepresentation by You to Us shall not prejudice the right of any other Insured to cover under this extension.

8.14.2 Your failure to comply with any terms and conditions of this extension shall not prejudice the right of any other Insured under this extension.

Cover is only provided to any of You who are innocent of and have no prior knowledge of such conduct. Such of You shall as soon as practicable after becoming aware of such conduct, advise Us in writing of all relevant facts.

8.15 To the extent of any inconsistency, the provisions of this extension prevail over those of the Policy.

Nothing contained in this extension shall in any way serve to increase the Limit of Liability stated in the Schedule. Other than as amended above, the terms of this Policy shall continue to apply.