

# Steadfast Commercial Motor Vehicle Insurance

## Product Disclosure Statement



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# About the Steadfast Commercial Motor Vehicle Insurance

## About Zurich

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as 'Zurich', 'We', 'Us' or 'Our'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, and mid-sized and large companies, including multinational corporations.

This Product Disclosure Statement (PDS) is an important document. You should read it carefully before making a decision to purchase this product.

This PDS will help you to:

- decide whether this product will meet your needs; and
- compare this product with other products you may be considering.

The information contained in this PDS is general information only. It is important you read your policy to ensure you have the cover you need.

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We sometimes capitalise terms in this PDS, to show that words are abbreviated or have a particular defined meaning. You should refer to the 'Words with special meaning' on page 12 to obtain the full meaning of such terms.

## About Steadfast

Steadfast Group Limited (Steadfast) is a public company. It includes a large network of insurance brokerages who operate in Australia as Steadfast Brokers. This Policy is available exclusively to You through a Steadfast Broker.

Steadfast Group Limited does not issue, guarantee or underwrite this Policy.

### **Important information about Steadfast's advice**

Any advice Steadfast gives about this Policy does not take into account any of Your particular objectives, financial situation or needs. For this reason, before You act on Steadfast's advice, You should consider the appropriateness of the advice taking into account Your own objectives, financial situation and needs.

Before You make any decisions about whether to acquire this Policy We recommend You read this insurance Policy.

## How to apply for this insurance

Zurich distributes this product via the Steadfast Brokers who are qualified professional insurance brokers who are able to access a wide selection of insurance products from which they are able to recommend those best suited to Your insurance requirements, after taking into account Your individual circumstances.

Throughout this document when We are referring to Your Steadfast broker, We may simply refer to them as Your intermediary.

If You are interested in buying this product or have any inquiries about it, You should contact Your intermediary who should be able to provide You with all the information and assistance You require.

If You are not satisfied with the information provided by Your intermediary You can contact Us at the address or telephone number shown on the back cover of this document. However, We are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for Your personal, objectives, needs or financial situation.

## Steadfast Commercial Motor Vehicle Insurance

The Steadfast Commercial Motor Vehicle Insurance is principally designed for medium to large enterprises. Sedans and commercial vehicles can be included in this Policy.

The Policy cover can be customised to meet Your Business requirements and some of the options can be summarised as follows:

### **Option 1: Comprehensive – Own Damage and Third Party Liability**

This provides cover for:

- physical loss, Damage or destruction to Your Vehicle as a result of an Accident (Part A); and
- physical loss, Damage or destruction to Third Party property as a result of an Accident by Your Vehicle (Part B).

### **Option 2: Fire, Theft and Third Party Liability only**

Part A is restricted to physical loss, Damage or destruction to Your Vehicle caused by fire, explosion, lightning, theft or attempted theft and cover for liability arising from loss or Damage or death or personal injury to Third Parties as a result of Your Vehicle (Part B of this Policy will operate).

### **Option 3: Third Party Liability only**

This provides cover for liability arising from loss or Damage or death or personal injury to Third Parties as a result of Your Vehicle (only Part B of this Policy will operate).

## Our contract with You

Your Policy is a contract of insurance between You and Zurich and contains all the details of the cover that We provide. Your Policy is made up of:

- the Policy wording, which is attached as the second part of this document. It tells You what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- the proposal, which is the information You provide to Us when applying for insurance cover;
- Your most current Schedule issued by Us. The Schedule is a separate document unique to You, which shows the insurance details relevant to You. It includes any changes, exclusions, terms and conditions made to suit Your individual circumstances and may amend the Policy; and
- any other written changes otherwise advised by Us in writing (such as an endorsement or a supplementary PDS). These written changes vary or modify the above documents.

Please note, only those Parts shown as covered in Your Schedule are insured.

This document is also the PDS for any offer of renewal We may make, unless We tell You otherwise. Please keep Your Policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.

## Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that You should be aware of when deciding to purchase Our product. These may affect the amount of the payment that We will make to You if You have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of Your Sum Insured shown in Your Schedule or some other amount, factor or item specified in the relevant clause of this document.

You should be aware of the following matters in considering whether this product is suitable for Your needs.

### **Option 1: Comprehensive – Own Damage and Third Party Liability**

When Option 1 – Own Damage and Third Party Liability is selected, there are three Basis of Settlement options: Agreed Value, Market Value or the Sum Insured Value. Agreed Value is available if Your Vehicle is a sedan, station wagon, 4WD, utility or Other Goods Carrying Vehicle, with no greater than 2 tonnes Payload carrying capacity. Market Value is available if Your Vehicle has a Payload carrying capacity no greater than 5 tonnes.

The correct Basis of Settlement selection is vital, as an incorrect selection, may possibly leave You underinsured.

### **Option 2: Fire, Theft and Third Party Liability only**

When Option 2 – Part A is restricted to stated perils i.e. Fire & Theft and Third Party Property Damage. We have automatically included the Limits of Liability within Your Schedule. We recommend You review these limits to ascertain if they are adequate for Your business requirements.

### **Option 3: Third Party Liability only**

When Option 3 – Third Party Liability only is covered, We have automatically included the Limits of Liability within Your Schedule. We recommend You review these limits to ascertain if they are adequate for Your business requirements.

### **Carriage of Dangerous Goods**

When Part B is selected, We provide cover in the event that Your Vehicle is being used for, attached to, or towing a Motor Vehicle, Machine and/or trailer carrying Dangerous Goods, up to \$1,000,000 Limit of Liability. We recommend You refer to page 26 and You review the limit of Dangerous Goods cover provided, to ascertain if it is adequate for Your business requirements.

### **Additional Benefits**

When You have a loss, additional expenses may be incurred. For example, Emergency car hire, Signwriting and Non-owned trailer liability etc. Please refer to Additional Benefits to Part A from page 18, Additional Benefits to Part B from page 26 and Additional Benefits to Part A and Part B from page 30.

Optional Covers are available in Part A. These additional covers, which are not automatically provided with the Policy, can be included with the cover provided. Please refer to Optional Covers Available under Part A from page 23.

Where these benefits or extensions have limits, these limits (whilst some are additional to the sum insured), are sub-limited to either per Accident, per Your Vehicle, per Event or per Period of Insurance. We suggest You review these limits to see if they are adequate for Your business requirements.

### **Excesses can apply**

For each of the available Options, an Excess may apply.

An Excess is not an additional fee charged by Us at the time of making a claim. Rather, it is the uninsured first portion of a loss for which You are otherwise covered, i.e. the amount that You must contribute towards each claim.

Details of Excess amounts and the circumstances in which they will be applied are included under 'Words with special meaning' on page 12 and please refer to 16.2 'Excess' under Making a Claim from page 39.

Upon acceptance of Your claim, You must immediately pay the total amount of the applicable Excess, either to Us or to the repairer. We will advise You to whom the Excess must be paid, however, if the Insured Vehicle is a Total Loss, We may deduct any Excess that You must pay from any payment We make.

### **Exclusions**

This Policy contains a number of exclusions, some of which are common in insurance policies. For example, We may not pay for loss or Damage arising out of:

- loss or Damage caused by wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance;
- loss or Damage to tyres or wheel rims caused by braking, road punctures, cuts or bursts; or
- an Act of Terrorism.

Some of the exclusions may be less common, and as such may be unexpected. For example, this Policy excludes cover if Your Vehicle is or has caused Damage arising in any way from Aviation Works. Please refer to page 31 for the details of this exclusion.

The above are some of the events that are not covered by this Policy. Before making a decision about whether to purchase this Policy, You should read the full details of all relevant exclusions, which are contained in the Policy Wording.

Some may not be relevant to Your business, however, You should make Yourself aware of all the exclusions. Please refer to, the Exclusions to Part A on page 25, Exclusions to Part B from page 28 and Exclusions to Part A and Part B from page 31.

### **General Conditions**

The General Conditions set out Your obligations with which You need to comply. Please read the General Conditions applicable to both Part A and Part B from page 35. You should make Yourself aware of all the terms and conditions that apply. If You do not meet them, We may be able to decline or reduce the claim payment or cancel Your Policy.

### **Make sure You have the cover You need**

You should discuss with Your intermediary the appropriate amounts and risks for which You need to be insured. If You do not adequately insure for the relevant risks You may have to bear any uninsured losses Yourself.

If You do not choose appropriate amounts that allow for the current value of Your Vehicle or other financial risks that Your Policy aims to cover, then You may be underinsured when You need to make a claim.

### **Change of circumstances**

You should also advise Your intermediary to notify Us as soon as possible when Your circumstances change which are relevant to Your Policy. For instance, if You purchase a new vehicle outside the parameters of the Insured Vehicle coverage. If You do not tell Your intermediary of these changes in the event of You suffering a loss or Damage, Your sum insured may not be adequate to cover Your loss, or You may not even have any cover under Your Policy.

### **Duty of Disclosure**

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984 (Cth).

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until We agree to insure You.

### **If You do not tell Us something**

If You do not tell Us anything You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

### **How We calculate Your premium**

The amount of Your premium is determined by taking a number of different matters into account. It is important for You to know in particular that the premium varies depending on the information We receive from You about the risk to be covered by Us. The higher the risk is, the higher the premium will be. Based on Our experience and expertise as an insurer, We decide what factors increase Our risk and how they should impact on the premium. Each insurer can do this differently.

Some other factors impacting premium are:

- type of Your Vehicle or Machine (make, age, model);
- use of Your Vehicle or Machine (private, business);
- the value of Your Vehicles or Machine and the Basis of Settlement selected;
- type of additional cover, terms and conditions;
- location and operating radius of the vehicles;
- claims history from prior years; and
- risk management procedures Your business undertakes.

Your intermediary can arrange for You to be provided with a quote for a premium. You will need to give Your relevant details to Your intermediary at this time to enable Us to calculate Your premium.

Another important thing to know is that Your premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to Your Policy. These amounts will be set out separately on Your Schedule as part of the total premium payable.

### **How and when You pay Your premium and what happens if You don't pay?**

Premiums are charged and are payable on a yearly basis. Your intermediary can also tell You what other methods are available to make Your premium payments.

Your intermediary will send You an offer of renewal of Your insurance once a year, before Your current Period of Insurance expires. If You do not pay Your premium when due, Your Policy may lapse after 30 days and You will not be covered. You may be able to reinstate Your Policy after it lapses, but You must submit an application to Us, which is subject to Our reassessment of Your circumstances at the time of application.

### **Cooling-off Period**

After You apply for a Zurich product and You have received the Policy document, You have 21 days to check that the Policy meets Your needs. Within this time You may cancel the Policy and receive a full refund of any premiums paid, unless You have:

- made a claim or become entitled to make a claim under Your Policy; or
- exercised any right or power You have in respect of Your Policy or the Policy has ended.

Your request will need to be in writing and forwarded to Us via Your intermediary or to the address shown on the back cover of this document.

You can cancel Your Policy at any time after the cooling-off period. Please refer to 15.2 'Cancellation' under General Conditions applicable to both Part A and Part B on page 35.

### **Goods and Services Tax**

The sum insured that You choose should exclude Goods and Services Tax (GST). In the event of a claim, if You are not registered for GST, We will reimburse You the GST component, in addition to the amount We pay You. If You are registered for GST, You will need to claim the GST component from the Australian Taxation Office.

You must advise Us of Your correct input tax credit percentage, where You are registered as a business and have an Australian Business Number. Any GST liability arising from Your incorrect advice is payable by You.

### **How to make a claim**

If You need to make a claim against this Policy, please refer to 16. 'Making a claim' on page 38. If You have any queries please contact Your intermediary as soon as possible, or call Us on 132 687.

### **Repair Industry Code of Conduct**

Zurich complies with the Repair Industry Code of Conduct.

You can choose a repairer, or We can recommend one for You. If We do not accept Your choice of repairer, You must still co-operate with Us to select another repairer that We both agree on.

When Your Vehicle is repaired, the repairer may use re-usable parts or parts that are not manufactured by a supplier to the vehicle's original manufacturer which:

- 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 or affect the warranty provided by the vehicle manufacturer.

In repairing Your Vehicle, We may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs.

We guarantee workmanship of the repairs authorised by Us. This guarantee is for the life of Your Vehicle and is in addition to Your statutory rights against the repairer and warranties that You have from the repairer directly. Wear and tear is not covered by this guarantee.

We will arrange for repairs authorised by Us to be rectified at no cost to You, if We agree that the repairs are defective. Before We can arrange for any defective repairs to be rectified, You must give Us the opportunity to inspect the Insured Vehicle.

## Privacy

Zurich is bound by the Privacy Act 1988. We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about You ('Your details') to assess applications, administer policies, contact You, enhance Our products and services and manage claims ('Purposes'). If You do not provide Your information, We may not be able to do those things. By providing Us, Our representatives or Your intermediary with information, You consent to Us using, disclosing to third parties and collecting from third parties Your details for the Purposes.

We may disclose Your details, including Your sensitive information, to relevant third parties including Your intermediary, affiliates of Zurich Insurance Group Ltd, insurers, reinsurers, Our banking gateway providers and credit card transactions processors, Our service providers, Our business partners, health practitioners, Your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain Your details from relevant third parties, including those listed above. Before giving Us information about another person, please give them a copy of this document. Laws authorising or requiring Us to collect information include the Insurance Contracts Act 1984, Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at [www.zurich.com.au](http://www.zurich.com.au) or by telephoning Us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of Your details are likely to be located. It also sets out how We handle complaints and how You can access or correct Your details or make a complaint.

## General Insurance Code of Practice

We are signatories to the General Insurance Code of Practice which was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

You can obtain more information on the Code and how it assists You by contacting Us.

## Complaints and Disputes Resolution process

If You have a complaint about an insurance product We have issued or service You have received from Us, please contact Your intermediary to initiate the complaint with Us. If You are unable to contact Your intermediary, You can contact Us directly on 132 687.

We will respond to Your complaint within 15 working days. If You are not satisfied with Our response, You may have the matter reviewed through Our internal dispute resolution process, which is free of charge.

If You are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, You may refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to You.

Their contact details are:

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Freecall: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

## Financial Claims Scheme

Zurich is an insurance company authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, We are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This Policy may be a protected Policy under the Federal Government's Financial Claims Scheme, (FCS) which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance Policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained at <http://www.fcs.gov.au>

## Updating this PDS

Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting Your intermediary or Us by using Our contact details on the back cover of this PDS. Please note that We may also choose to issue a new PDS or a supplementary PDS in other circumstances.

# Benefits of cover available

The following table shows highlights of some of the major benefits available under the Policy. Exclusions, limits and conditions apply so please refer to each Part for full details of coverage.

Types of covers available	Benefits of cover available	Page no
Option 1: Comprehensive	Part A – Own Damage	17
	Part B – Third Party Liability	26
Option 2: Fire, Theft and Third Party Liability only	Part A – Restricted to loss or Damage caused by fire, explosion, lighting, theft or attempted theft.	17
	Part B – Third Party Liability	26
Option 3: Third Party Liability only	Part B – Third Party Liability	26
<b>Additional Benefits applicable to Part A</b>		
Accommodation and travelling expenses	Following loss or Damage to Your Vehicle, if more than 100 km from usual place of garaging, the reasonable travel and overnight accommodation costs of the driver and passengers, and of hiring another vehicle, up to a maximum \$5,000 per Accident	18
Automatic Trailer Cover	Provides cover to any attaching two wheeled or box trailer up to the Market Value of the trailer, limited to \$2,000 maximum value	18
Cover For Interested Parties	Provides cover to any party who has an insurable interest in any of Your Vehicle(s) insured by this Policy	18
Emergency car hire	Up to a maximum \$5,000 per Accident/Motor Vehicle, where the Damage to Your Vehicle is caused by fire or theft	19
Emergency expenses	<ul style="list-style-type: none"> <li>• Cost of emergency repairs which may be necessary to enable You to drive Your Vehicle to point of departure</li> <li>• Replacement of windscreen</li> <li>• Towing Your Vehicle to the nearest repairer</li> </ul>	19
Employees' Motor Vehicles	Coverage for employees' vehicles being used in connection with Your Business, to a maximum \$75,000 per any one Accident	19
Family Expenses When Driver Hospitalised	If Your Vehicle driver sustain personal injury requiring hospitalisation as a result of an Accident more than 100 km from usual place of garaging, We will pay reasonable costs of transporting and accommodation (within Australia only) incurred by the injured driver's Family member to get to the hospital, up to a maximum of \$5,000 per Accident and \$15,000 in total in any one Period of Insurance.	19
Finance payout – Total Loss of encumbered vehicles	Up to an additional 25% limit of Market Value or 25% limit of Sum Insured value/Agreed Value (as applicable), whichever is the lesser	19
Funeral expenses	Up to a maximum \$10,000 for funeral expenses following fatal injury to Your driver	20
Gates, chains and tarpaulins	Up to a maximum \$5,000 per Event	20
Marine contribution	Transit of Your Vehicle within the Commonwealth of Australia by road and/or rail and/or sea	20
Modification	Up to a maximum \$10,000 per Accident if Your driver suffers a permanent disability that necessitates modifications to Your Vehicle or Your driver's private Motor Vehicle	21

<b>Types of covers available</b>	<b>Benefits of cover available</b>	<b>Page no</b>
Personal Property	Up to a maximum amount \$2,000 in total	21
Re-delivery following theft	Reasonable costs of returning Your Vehicle following theft, up to a maximum \$50,000 per Accident	21
Re-keying and re-coding	Up to a maximum \$10,000 per Accident in replacing key ignition barrel and all locks and keys, if keys are lost, stolen, destroyed, Damaged or illegally duplicated	21
Removal and delivery expenses	Reasonable costs of removing and delivering Your Vehicle, if Your Vehicle suffers loss or Damage, up to a maximum \$50,000 per Accident	21
Replacement Motor Vehicle in event of Total Loss	<p>A new replacement vehicle if Your Vehicle is:</p> <ul style="list-style-type: none"> <li>a sedan, station wagon, 4WD, utility or Other Goods Carrying Vehicle with a Payload carrying capacity no greater than 10 tonnes or a prime mover including trailer or rigid body truck that is less than 2 years old</li> <li>a sedan, station wagon, 4WD, utility or Other Goods Carrying Vehicle from two to less than four years old and has a Payload carrying capacity no greater than 2 tonnes (under 100,000 km and subject to prior insurance with Us)</li> </ul> <p>Other Vehicles less than one year old: replacement cost or additional 20% limit of Market Value or additional 20% limit of Sum Insured value, whichever the least</p>	21
Retrieval costs	In the event of Your Vehicle becoming unintentionally immobilised, retrieval costs up to a maximum \$50,000 per Period of Insurance	22
Signwriting	Reasonable replacement cost of any signwriting or artwork (including advertising signs) affixed to Your Vehicle at the time of loss or Damage	23
Towing – applicable to Option B	Reasonable cost of protection, removal and towing of Your Vehicle to the nearest repairer or place of safety	23
Tyre replacement	As a direct result of Damage sustained from a loss covered under this Policy, We will pay for the new replacement cost of a tyre of similar make and specification	23
Unspecified accessories	Up to a maximum \$5,000 per Event	23
Windscreen claims	In the event of the breakage of the windscreen of Your Vehicle and consequent scratching to body work, We will not apply any Excess or prejudice Your premium rating	23
<b>Optional Covers Available under Part A</b>		
Hire Costs following an Accident	Up to \$150 per day, up to maximum of \$5,000 per Accident	23
Disability	Benefits for injury suffered in an Accident where driver at fault, with benefits ranging from \$25,000 up to a Maximum of \$100,000	24
<b>Additional Benefits applicable to Part B</b>		
Cost of Cleaning	Reasonable cost of cleaning up and preventing Damage, as a result of an Accident caused by the use of Your Vehicle	26
Difference in excess / hired-in or rental Motor Vehicles	Covering any difference in excess between that payable under the terms of the hire agreement and the excess level under Your Policy	26

<b>Types of covers available</b>	<b>Benefits of cover available</b>	<b>Page no</b>
Employer or principal	Includes coverage for any principal of Yours or Commonwealth, State or Local Government in the terms of Part B in connection with the use of Your Vehicle	26
Falling goods	Coverage includes Damage to property caused by goods falling from Your Vehicle	26
First aid costs	In addition to the Liability Limit	26
Legal Costs	Coverage includes all legal costs and expenses incurred with Our written consent	26
Movement of other Motor Vehicles	Coverage includes loss or Damage to property resulting from You moving any Motor Vehicle or trailer parked in a position which prevents or impedes the loading, unloading or legitimate passage of Your Vehicle	27
Non owned Motor Vehicle liability	Coverage for non-owned or supplied vehicles being used in connection with Your Business	27
Non-owned trailer liability	Damage to non-owned trailer being towed by Your Vehicle, up to \$75,000 or as shown in the Schedule	27
Substitute Vehicle	Coverage includes indemnity against legal liability for Accidental Damage by a vehicle being used by You as a substitute vehicle	27
Supplementary bodily injury (legal liability)	Coverage includes 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 as compensation or damages for death or bodily injury to any person resulting from an Accident caused by or arising out of the use of Your Vehicle	27
Towing Disabled Motor Vehicles	Coverage includes indemnity against legal liability arising from the towage of a trailer or the towing of a disabled mechanically propelled vehicle	28
Trailers	Coverage includes indemnity You may be held legally liable to pay for Accidental Damage to property caused by or arising out of the use of any trailer attached to Your Vehicle	28
Uninsured Motorist	This Additional Benefit only applies if the current Schedule is described Option 2: Fire, Theft and Third Party Liability only or Option 3: Third Party Liability only. We may pay up to \$10,000 for Your Vehicle, if You were not at fault with the Accident and the other driver was not insured	28

#### **Additional Benefits applicable to Part A and Part B**

Acquired Companies	Coverage includes the interests of any subsidiary company formed, purchased or otherwise acquired by You for 30 days from the date of such formation, purchase or acquisition	30
Automatic additions	Automatically covering a new vehicle within 60 days maximum \$300,000 per vehicle	30
Fire Brigade & Emergency Services cover	Covering costs levied in respect of Fire Brigade, Police or any Government Emergency Services as a result of an Accident up to a maximum \$50,000 per Accident	31
LPG Conversion	Coverage includes Your Vehicles which have been modified to operate on liquefied petroleum gas	31
Removal of debris	Up to a maximum \$50,000 per Accident	31

# Steadfast Commercial Motor Wording

Subject to the terms and conditions contained in this Policy, and after You have paid or agreed to pay Us Your premium, We will insure You against loss or Damage or any liability incurred as described, occurring within Australia during the Period of Insurance.

## 1. Words with special meaning

Some words have special meaning when they appear in this Policy. These words and the meanings are listed below:

### **Accident**

means an unforeseen or unintended happening.

### **Accidental Damage**

means sudden physical loss, Damage or destruction to Your Vehicle caused by an Accident.

### **Act of Terrorism**

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure 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) de jure or de facto, and which:

- involves violence against one or more persons;
- involves damage to property;
- endangers life other than that of the person committing the action;
- creates a risk to the health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.

### **Agreed Value**

means the amount specified as the Agreed Value, exclusive of GST, in the Schedule. This amount includes standard accessories, tools and spare parts that the manufacturer supplies as standard equipment with Your Vehicle, and any Vehicle Accessories specified in the Schedule.

### **Aircraft**

means any craft or object designed to travel through air space, other than model Aircraft.

### **Aviation Works**

means any of the following work:

- the refuelling of Aircraft; or
- the construction, alteration, repair, restoration, maintenance, extension, demolition or dismantling of buildings, runways or structures (whether permanent or not) forming, or to form part of the airport areas; or
- the installation, alteration, repair or maintenance of lighting, power supply, drainage, sanitation, water supply, gas supply, fire protection, security and communications systems in any of the airport areas; or
- any operation on any of the airport areas involving site clearance, earthmoving, excavation, tunnelling, boring, laying of foundations, erection or dismantling of scaffolding, site restoration, landscaping and the provision of roadways and other access works.

### **Business**

means the business of the Insured as shown in Your Schedule.

**Caravan or Trailer**

means the registered Caravan or Trailer shown on Your Schedule.

Caravan or Trailer also includes:

- the permanent fixtures, fittings, furniture, furnishings and bottled gas equipment contained in or on Your Caravan or Trailer which would normally be sold with it; or
- an annex or canvas awning which is securely attached to Your Caravan or Trailer at the time of any Damage.
- Caravan or Trailer does not include:
- a caravan permanently on site or which is used as a permanent residence; or
- a motorised, campervan, or motor home.

**Damage**

means:

- sudden and unexpected physical loss, damage or destruction of Your Vehicle or Insured Property (including by Malicious Damage and theft) but excludes breaking, distortion, seizing, failure or breakdown of a part of Your Vehicle or Insured Property caused by a defect of the part of Your Vehicle or Insured Property; or
- permanent loss by theft.

**Dangerous Goods**

means dangerous goods as defined in either the current Australian Code for the Transport of Dangerous Goods by Road or Rail or the current Australian Code for the Transport of Explosives by Road or Rail or the current New Zealand Land Transport Rule: Dangerous Goods Amendment 2011.

**Dry Hire**

means the hiring out of Insured Property without a driver or operator.

**Event**

means a happening causing sudden and unforeseen physical loss of Insured Property.

**Excess**

means:

- **Basic excess**

This is the first amount of each claim for which You must pay when You make a claim under this Policy, unless We state that an Excess does not apply. We will pay for amounts above any Excess amounts to be met by You. The amount of the Basic Excess is shown in Your Schedule. The Basic Excess will apply separately to each of Your Motor Vehicle, Machine, Caravan or Trailer for each and every claim.

Where a trailer is attached to Your Vehicle, and that Motor Vehicle and Trailer (both of which are covered under this policy) are Damaged in the same Accident, You will pay the applicable Basic Excess in respect of each of Your Vehicle(s) insured as follows:

Part A – Own Damage:

- where one of Your Vehicles has been lost or Damaged, You will pay the Basic Excess as shown in Your Schedule for that Motor Vehicle, Machine, Caravan or Trailer; or
- where more than one Motor Vehicle, Machine, Caravan or Trailer (for this section, a trailer is a separate vehicle) has been lost or Damaged, You will pay the applicable Basic Excess in respect of each Motor Vehicle, Machine, Caravan or Trailer insured.

In the event that the Motor Vehicle is not Damaged but the Trailer is Damaged, then You will pay the applicable Basic Excess in respect of the Trailer only.

Part B – Third Party Liability:

- where Your liability arises as a result of Your control of the towing vehicle, the Basic Excess applicable to the towing vehicle will apply; or
- where Your liability arises as a result of Your control of a trailer not attached to a towing vehicle, the Trailer Excess shown in Your Schedule will apply.

#### **Age and inexperienced driver's excess**

If at the time of loss or Damage, Your Vehicle (providing Your Vehicle was not a rigid and/or articulated vehicle with a carrying capacity in excess of 10 tonnes Payload) was being driven by a person as set out below, the following additional Excess per Accident shall apply:

- driver under 21 years of age: \$850;
- driver aged 21 years of age and under 25 years of age: \$750;
- driver aged 25 years of age and over, having held a licence less than two years: \$750.

You will not have to pay any age or inexperienced driver Excess if You are claiming for any of the following:

- windscreen or window glass Damage only;
- Damage or loss caused by theft;
- hail, storm or flood Damage;
- Malicious Damage; or
- Damage to Your Vehicle while parked.

#### **Age and inexperienced driver's excess applying to rigid and/or articulated vehicles**

If at the time of loss or Damage, Your rigid and/or articulated vehicle with a carrying capacity in excess of 10 tonnes Payload, was being driven by a person as set out below, the following additional Excess per Accident shall apply:

- driver under 21 years of age: \$2,500;
- driver aged 21 years of age and under 25 years of age: \$2,500;
- driver aged 25 years of age and over, having held a rigid and/or articulated vehicle licence less than two years: \$2,500.

However, this Excess will not apply in the event of hail.

#### **Undeclared driver's excess applying to rigid and/or articulated vehicles**

If, at the time of loss or Damage, Your rigid and/or articulated Vehicle with a carrying capacity in excess of 10 tonnes Payload, was being driven by a person who failed to complete a driver's questionnaire in accordance with General condition 15.3 (Changes to Your insurance details - what You must tell Us), then You will pay an additional Excess of \$2,500.

We may, at Our discretion, waive the additional Excess, if You submit a driver's questionnaire in respect of that driver and We determine that the driver meets Our underwriting criteria.

However, this Excess will not apply in the event of hail.

#### **Tipping excess**

If Your Vehicle is a rigid body tipper or a tipping trailer, and at the time of loss or Damage, the tipping hoist was in use and was fully or partially elevated, the basic Excess shall be increased by 100% to each Vehicle and each claim on that Vehicle.

#### **Radius Limit excess**

If Your Vehicle is Damaged or liability is incurred as a result of an Accident which occurs outside the Radius Limit shown in the Schedule, then You will pay an additional Excess in the amount of 100% of the basic Excess per Vehicle.

**Family**

means:

- Your spouse or de facto spouse; and
- Your children or the children of Your spouse or de facto spouse, who ordinarily live with You.

A 'de facto spouse' means a person whether of the same sex or not, who ordinarily lives with You in a genuine personal and domestic relationship similar to the relationship of husband and wife.

**Insured Property**

means:

- Your Vehicle; or
- items specifically noted in Your Schedule as Insured Property.

**Machine**

means an item of machinery identified in Your Schedule including any attachment acquired by You that:

- is identified in Your Schedule;
- is permanently attached to Your Machine; or
- has a Market Value at the commencement of the Period of Insurance, no greater than \$10,000 or 10% of the Sum Insured, whichever is the lesser.

**Malicious Damage**

means intentional Damage done to Your Vehicle by someone else without Your consent.

**Market Value**

means the value We determine as being the amount of money it would cost to buy a vehicle of the same make, model, age and condition of Your Vehicle at the date of its Damage, but no more than the Sum Insured.

**Motor Vehicle**

means:

- any type of Machine intended to be propelled on wheels or self-laid tracks by means other than human or animal power; and
- a trailer or other attachment being towed or becoming detached while being towed by a motor vehicle, but excludes rail and tram rolling stock.

**Payload**

means the maximum load that Your Vehicle is designed to carry.

**Period of Insurance**

means the period We provide the cover under the Policy as set out on Your Schedule.

**Personal Property**

means personal items designed to be worn or carried, but not:

- cheques, money, credit cards or negotiable instruments; or
- firearms; or
- tools or items used in connection with a business or occupation; or
- mobile phones.

**Policy**

means this document and any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it and Your Schedule.

**Pollutants**

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to: smoke, vapour, soot, fumes, chemicals or waste. Waste will include, but not be limited to, all materials that have been or are intended to be recycled, reconditioned or reclaimed.

**Property Damage**

means:

- physical loss, destruction or Damage to tangible property, including the loss of use from such physical loss, destruction or Damage; or
- the loss of use of tangible property that has not been physically lost, destroyed or damaged,

provided that such loss is caused by, or arises out of, an Accident.

**Radius Limit**

means the area inside a circle drawn with Your Vehicle's primary location as the centre and with a radius of the length shown in the Schedule.

**Schedule**

means the most current Policy Schedule/certificate and attachments issued to You by Us on renewal or variation or by way of endorsement. It sets out the Policy number, the cover types selected by You and other applicable details of Your cover such as the Period of Insurance and any Excess(es) payable.

**Substitute Vehicle**

means a Motor Vehicle not belonging to You and which is used by You with the consent of the owner whilst Your Vehicle is undergoing repairs or service.

**Sum Insured**

means the Sum Insured stated in Your Schedule, or in other documents forming part of Your Policy, against each of Your Vehicles.

**Third Party**

means a person who is not the Insured, or is not a person to whom cover is provided directly by this Policy.

**Tool of Trade**

means the use or operation of a vehicle and/or any attachment, equipment, tool or apparatus which forms part of the vehicle, but only whilst engaged in and undertaking its designed purpose of digging, scraping, shovelling, grading, boring, drilling, compacting, harvesting, ploughing, shredding, lifting, clearing, levelling, hosing, pumping, spraying, vacuuming or suction activities.

**Total Loss**

means Your Vehicle is stolen and not recovered within a reasonable period of time or where Your Vehicle is Damaged and We consider the cost of repairing Your Vehicle is uneconomical or greater than the Sum Insured or Market Value, whichever is the lesser.

**We, Our, or Us**

means the Insurer named in the Schedule.

## **You or Your**

means:

- those named in Your Schedule and their subsidiary companies, organisations and other entities in which they have a controlling interest at the commencement of the Period of Insurance and other third parties or persons who are specifically provided with cover under the Policy.
- for the purpose of Part B – Third Party Liability:
  - anyone using or in charge of Your Vehicle with Your consent, but excluding hirers;
  - any authorised passenger in Your Vehicle;
  - Your employer or principal where Your Vehicle was, at the relevant time, being driven on Your behalf with Your consent.

## **Your Vehicle(s)**

means all Motor Vehicle(s), Machine(s) and/or Caravan(s) or Trailer(s):

- described on Your Schedule or other documents forming the Policy or otherwise specifically covered by the Policy; and
- any manufacturer's tools, accessories, equipment and options fitted to Your Vehicle; and
- any agreed non-manufacturer accessories or equipment fitted to Your Vehicle which are noted on Your Schedule as Vehicle Accessories or otherwise specifically covered by the Policy.

Your Vehicle includes all motor vehicles presently existing or subsequently acquired, owned, hired, leased, rented, loaned, borrowed or used by or on Your behalf, or in which You have an insurable interest of for which You have received instructions to insure, employees' motor vehicle(s) or motor vehicles in the charge of employees (not otherwise insured) while in use in Your Business including travel to and from employees' residences.

The term Your Vehicle(s) also includes motor cycles, trailers, caravans, mobile plant and equipment, tractors and self propelled agricultural machines.

## 2. **Headings**

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

## 3. **Description of Cover**

Under this Policy there are three types of cover available. The type of cover You have selected for each of Your Vehicle(s) is shown on Your Schedule. The types of cover which are available are:

- **Option 1: Comprehensive** – Own Damage and Third Party Liability – both Part A and Part B of this Policy will operate;
- **Option 2: Fire, Theft and Third Party Liability only** – Part A of the Policy is restricted to Damage to Your Vehicle caused by fire, explosion, lightning, theft or attempted theft, and Part B of this Policy will operate;
- **Option 3: Third Party Liability only** – only Part B of this Policy will operate.

## 4. **Part A – Own Damage**

### **4.1 What You are covered for if You choose Option 1**

If during the Period of Insurance Your Vehicle suffers Accidental Damage, We will, at Our option:

- 4.1.1 replace, reinstate or repair Your Vehicle; or
- 4.1.2 pay You the reasonable cost to repair Your Vehicle to its condition before it was Damaged; or
- 4.1.3 if Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Market Value or Sum Insured, We will pay You the Market Value or the Sum Insured whichever is the lesser; or
- 4.1.4 If Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Agreed Value, then We will pay You the Agreed Value.

#### **4.2 What You are covered for if You choose Option 2**

If during the Period of Insurance Your Vehicle suffers Accidental Damage as a result of fire, explosion, lightning, theft or attempted theft, We will, at Our option:

- 4.2.1 replace, reinstate or repair Your Vehicle; or
- 4.2.2 pay You the reasonable cost to repair Your Vehicle to its condition before it was Damaged; or
- 4.2.3 if Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Market Value or Sum Insured, We will pay You the Market Value or the Sum Insured whichever is the lesser; or
- 4.2.4 if Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Agreed Value, then We will pay You the Agreed Value.

### **5. Additional Benefits applicable to Part A**

The following covers are only available in addition to a claim covered under Part A if the amount claimed at least exceeds the relevant Excess(es) payable.

If You have chosen Option 2 (Fire, Theft and Third Party Liability only), the following covers are not applicable unless expressly indicated on Your Schedule.

#### **5.1 Accommodation and travelling expenses**

If Your Vehicle is on a journey and:

- 5.1.1 is Damaged in an Accident and unable to be driven; or
- 5.1.2 is lost through theft and not found within a reasonable time; and
- 5.1.3 Your Vehicle was more than 100 km from its usual place of garaging at the time of the Accident or theft,

We will pay the reasonable costs incurred in:

- 5.1.4 returning Your driver and any non-paying passengers to the point of departure or, at Your option, to the driver's destination;
- 5.1.5 obtaining overnight accommodation if the journey cannot be completed in the same day as the Damage occurs; and
- 5.1.6 hiring another Motor Vehicle of similar make and model to complete the journey or to return Your driver to where the journey first commenced,

up to a maximum of \$5,000 per Accident.

#### **5.2 Automatic Trailer Cover**

We will pay for Damage to any two wheeled or box trailer which is owned by You and which is not listed in Your Schedule while it is:

- 5.2.1 attached to Your Vehicle; or
- 5.2.2 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 loss of or Damage to any property in or on the trailer. The maximum amount We will pay is the Market Value of the trailer, limited to \$2,000 maximum value.

#### **5.3 Cover For Interested Parties**

We will provide cover to any party who has an insurable interest in any of Your Vehicle(s) insured by this Policy by way of mortgage, lease, hire purchase or any other encumbrance over Your Vehicle, but only to the extent that the party's insurable interest in Your Vehicle(s) or Machine(s) was affected at the time of the Damage to Your Vehicle(s).

#### **5.4 Emergency car hire**

Where the Damage to Your Vehicle is caused by fire or theft, We will, at Our option, arrange the hire of, pay the cost of, or reimburse You for the reasonable cost of, the hire of a Motor Vehicle, to a maximum amount of \$5,000 per Accident / per Motor Vehicle provided that:

- 5.4.1 the payment / reimbursement is limited to costs incurred by You after You have notified Us of the loss; and
- 5.4.2 the substitute Motor Vehicle is of a similar like and kind to that lost or Damaged; and
- 5.4.3 the payment / reimbursement will cease on the day Your Vehicle, if stolen, is recovered or is found but is not driveable, or the day We offer settlement to You for the Damage to Your Vehicle, whichever occurs first.

Any such rental will be arranged through Our preferred suppliers when the loss is reported. Additional charges incurred, other than the daily rental rate, for any such rental are excluded.

#### **5.5 Emergency expenses**

If Damage to Your Vehicle occurs, We will pay to You the reasonable additional costs necessary to effect immediate temporary repairs or to expedite permanent repairs of the Damage to Your Vehicle including:

- 5.5.1 the cost of emergency repairs which may be necessary to enable You to drive Your Vehicle to point of departure after it has suffered Damage;
- 5.5.2 the repair or replacement of Your Vehicle's windscreen and/or windows; or
- 5.5.3 the towing of Your Vehicle to the nearest repairer or place of safety, or to any other place already approved by Us.

#### **5.6 Employees' Motor Vehicles**

Your Policy is extended to cover loss of, or Damage to, any Motor Vehicle belonging to Your employee, while such Motor Vehicle is being used in connection with Your Business.

However:

- 5.6.1 the maximum We will pay for Damage to Your employee's Motor Vehicle, is the Market Value of their vehicle or up to a maximum value of \$75,000 for any one Accident; and
- 5.6.2 as far as allowed by law, this Additional Benefit will only apply in excess of any amount for which Your employee is otherwise insured.

#### **5.7 Family Expenses When Driver Hospitalised**

Where the driver of Your Vehicle sustain personal injury requiring hospitalisation as a result of an Accident covered by this Policy and Your Vehicle was more than 100km from its usual place of garaging at the time of the Accident, We agree to pay for the reasonable cost of transport and accommodation (within Australia only) incurred by the injured driver's Family member to get to the hospital. We will pay up to \$5,000 per Accident and \$15,000 in total in any one Period of Insurance.

#### **5.8 Finance payout – Total Loss of encumbered vehicles**

If:

- 5.8.1 Your Vehicle is a Total Loss; and
- 5.8.2 Your Vehicle is the subject of a lease agreement or other similar agreement; and
- 5.8.3 the terms of the lease agreement, or other similar agreement, require You to make a payment (the termination payment) to the other party of the lease agreement, or other similar agreement, in order to terminate that agreement; and

5.8.4 the amount of the termination payment is greater than the amount We will pay You in respect of Your Vehicle, calculated in accordance with the terms of the Policy,

then We will pay You or any other party whom You direct Us to pay, the difference between the amount of the termination payment, excluding any amounts in arrears at the time of the loss or Damage, and the amount We will pay to You in respect of Your Vehicle, calculated in accordance with the terms of this Policy.

The maximum amount We will pay under this Additional Benefit is:

- (i) 25% of Market Value; or
- (ii) 25% of the Sum Insured / Agreed Value (as applicable),

whichever is the lesser.

### **5.9 First aid**

If Your Vehicle suffers Damage, We will pay up to a maximum of \$2,500 per event to replace or restock any first aid kits or equipment in Your Vehicle damaged or used as a result of that Accident.

### **5.10 Funeral expenses**

Should You or Your driver suffer a fatal injury as a result of an Accident involving Your Vehicle (irrespective of whether or not death occurs at the time of the Accident), We will pay up to a maximum amount of \$10,000 per Accident for expenses associated with the funeral, for transportation of the body of the deceased person and for travel by any member of the deceased person's Family for the purpose of attending the funeral.

### **5.11 Gates, chains and tarpaulins**

When chains, cables, chain dogs, tarpaulins, curtains, straps, ropes, binders, pogo sticks, ramps, fences and gates and the like when these items form part of Your Vehicle and are in or on or attached to Your Vehicle We will pay for Damage to those items as follows:

5.11.1 if Gates, Chains and Tarpaulins (including cables, chain dogs, curtains, straps, ropes, binders, pogo sticks, ramps or fences) are shown in the Schedule as Vehicle Accessories then the maximum amount We will pay for Damage to those items is the amount shown in the Schedule.

Any amount payable under this sub-clause is in addition to any amount We pay to You in respect of Damage to Your Vehicle.

5.11.2 if Gates, Chains and Tarpaulins (including cables, chain dogs, curtains, straps, ropes, binders, pogo sticks, ramps or fences) are not shown in the Schedule as Vehicle Accessories then the maximum amount We will pay for Damage to those items, per Event, is:

- (i) \$5,000; or
- (ii) the maximum amount We have agreed to pay You for Damage to Your Vehicle in accordance with the Basis of Settlement,

whichever is the lesser.

However, this is on the basis that any amount payable under this sub-clause will be included in calculating the maximum amount We will pay You for Damage to Your Vehicle in accordance with the Basis of Settlement.

### **5.12 Marine contribution**

If Your Vehicle is being transported by sea between places within Australia or New Zealand during the Period of Insurance, We will pay Your contribution for general average charges where such maritime conditions apply. 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.

### **5.13 Modification**

Should You or Your driver suffer personal injury as a result of an Accident involving Your Vehicle and such injury renders You or Your driver with a permanent disability that necessitates modifications to Your Vehicle or Your driver's private Motor Vehicle, We will pay for the costs necessary to modify Your Vehicle or Your driver's private Motor Vehicle up to \$10,000 per Accident.

### **5.14 Personal Property**

We will pay for loss or Damage to Personal Property not specifically insured belonging to the custodian of Your Vehicle which is:

5.14.1 damaged in an Accident involving Your Vehicle;

5.14.2 stolen from Your Vehicle if locked; or

5.14.3 stolen at the same time as Your Vehicle.

Any payment will be subject to due allowance for depreciation, age and wear and tear. The maximum We will pay in respect of any one Accident or theft is \$2,000 in total in any one Period of Insurance.

### **5.15 Re-delivery following theft**

If Your Vehicle suffers no loss or Damage following theft, We will pay You the reasonable cost of returning Your Vehicle to Your usual place of garaging when Your Vehicle has been recovered following its theft, up to a maximum amount of \$50,000 per Accident.

### **5.16 Re-keying and re-coding**

If the keys to Your Vehicle are lost, stolen, destroyed or damaged, or if there are reasonable grounds to believe that the keys may have been duplicated, We will reimburse the costs of replacing the key ignition barrel and all locks and keys, if required, up to a maximum amount of \$10,000 per Accident.

Nil Excess will apply if no other loss or Damage has occurred to Your Vehicle.

### **5.17 Removal and delivery expenses**

If Your Vehicle suffers loss or Damage, We will pay the reasonable costs necessarily incurred by You in removing Your Vehicle (excluding any debris or load) and, where applicable, relocating Your Vehicle to the nearest repairer which We have approved and/or delivering Your Vehicle to You at Your usual place of garaging after its repair up to a maximum amount of \$50,000 per Accident.

### **5.18 Replacement Motor Vehicle**

If Your Vehicle becomes a Total Loss within the period applicable to that Vehicle specified in either 5.18.1 or 5.18.2 below, then, at Your election and as provided for in 5.18.1 or 5.18.2 below, We will replace Your Vehicle with a new one of the same make, model or series (or as provided for in 5.18.1 or 5.18.2 below) or pay the equivalent cash amount of such replacement:

#### **5.18.1 Sedans, station wagons, 4WDs, utilities or Other Goods Carrying Vehicles**

##### **(a) Vehicles less than two years old**

If Your Vehicle is:

- (i) a sedan, station wagon, 4WD, utility or Other Goods Carrying Vehicle with a Payload carrying capacity no greater than 10 tonnes or a prime mover including trailer or rigid body truck;
- (ii) that is less than two years old from the date of its first registration after new manufacture, at the time it first suffers loss or Damage,

We will replace Your Vehicle with a new vehicle of the same make, model and series (or if unavailable, a vehicle of similar make and model) and shall include registration fees, delivery charges and stamp duty.

**(b) Vehicles from two to less than four years old**

If Your Vehicle is a sedan, station wagon, 4WD, utility or Other Goods Carrying Vehicle:

- (i) two or more years old and less than four years old, from the date of its first registration after new manufacture and has travelled no more than 100,000 kilometres, at the time it first suffers loss or Damage; and
- (ii) with a Payload carrying capacity no greater than 2 tonnes,

We will replace Your Vehicle with a new vehicle of the same make, model and series (or if unavailable, a vehicle of similar make and model) and shall include registration fees, delivery charges and stamp duty.

To qualify for this Extension of Cover 5.18.1 (b) You must have insured Your Vehicle with Us within two years of the date of its first registration and You must have maintained that insurance with Us continuously from that time until the time of the loss or Damage.

**(c) Deleted/superseded/run-out/demonstration models**

In the event that:

- (i) Your Vehicle's model has been deleted from a manufacturer's range;
- (ii) Your Vehicle's model is superseded by a vehicle that is in Our opinion significantly different to Your Vehicle; or
- (iii) Your Vehicle was bought as an end of series run-out, or demonstration model,

then under (a) or (b) above, We may at Our option pay only the amount of the actual purchase price which You paid for Your Vehicle, including any registration fees, delivery charges and stamp duty, if these items were included in the purchase price.

**5.18.2 Other Vehicles**

If Your Vehicle is a Vehicle not referred to in 5.18.1 (a) or (b) above, including but not limited to a Machine, Caravan or Trailer, tanker, vacuum or sweeping application vehicle, garbage compactor, concrete agitator, concrete pumping truck or trailer, or any other specialised rigid body type vehicle, within one year of the date of Your Vehicle's first registration after new manufacture or, if not registerable or unregistered, within one year of the date of first purchase after new manufacture, We will assist You in replacing it with a new vehicle of the same make, model and series (or if unavailable, a vehicle of similar make and model) by paying You up to:

- (i) the replacement cost including any registration fees, delivery charges and stamp duty;
  - (ii) the amount You have specified as the Sum Insured plus 20%; or
  - (iii) the current Market Value plus 20%, where You have not specified a Sum Insured,
- whichever is the least.

However, the maximum amount We will pay under this Additional Benefit will not exceed \$1,000,000 for any one Motor Vehicle, Machine and/or Caravan or Trailer.

**5.19 Retrieval costs**

In the event of Your Vehicle becoming unintentionally immobilised in any situation, other than as a result of mechanical, electrical, electronic failure, impact or Accident related Damage, We will pay You for the necessarily incurred costs of recovery and/or retrieval of Your Vehicle.

However:

- (a) Our liability in respect of such cost will not exceed \$50,000 during the Period of Insurance; or
- (b) where You provide Your own equipment, for the purpose of recovery, settlement shall be at cost, without allowance for profit.

Nil Excess will apply if no other loss or Damage has occurred to Your Vehicle.

### **5.20 Signwriting**

We will pay for the reasonable replacement cost of any signwriting or artwork (including advertising signs) affixed to Your Vehicle at the time of loss or Damage.

### **5.21 Towing – applicable to Option B**

Following Damage to Your Vehicle, We will pay the reasonable cost of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place which We agree to.

### **5.22 Tyre replacement**

If We agree to pay a claim 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 tyre of similar make and specification. This benefit is applicable provided that the condition of the damaged tyre's remaining tread conforms with legal requirements at the time of Damage and it was not a recapped or retread tyre.

### **5.23 Unspecified accessories**

We will pay for Damage to non-standard accessories attached to or installed in Your Vehicle (excluding mobile phones except for those components that are fixed to the Vehicle) that are not specified as Vehicle Accessories in the Schedule.

The maximum amount We will pay for Damage to those unspecified items, per Event, is:

- (a) \$5,000; or
- (b) the maximum amount We have agreed to pay You for Damage to Your Vehicle in accordance with the Basis of Settlement,

whichever is the lesser.

However, this is on the basis that any amount payable under this Additional Benefit will be:

- (i) included in calculating the maximum amount We will pay You for Damage to Your Vehicle in accordance with the Basis of Settlement; and
- (ii) subject to evidence of the attached or installed item and its value and due allowance for depreciation, age and wear and tear.

This Additional Benefit does not apply to items described in Additional Benefit applicable to Part A, 5.10 'Gates, chains and tarpaulins'.

### **5.24 Windscreen claims**

In the event of the breakage of the windscreen of Your Vehicle and consequent scratching to body work, We will not apply any Excess or prejudice Your premium rating.

## **6. [Optional Covers Available under Part A](#)**

Your Schedule will show if the following options apply.

### **6.1 Hire costs following an Accident**

Where Your Vehicle suffers Damage as a result of an Accident and You are unable to use Your Vehicle, We will pay the reasonable cost of hiring a replacement Motor Vehicle of a similar type to Your Vehicle that has suffered Damage. The most We will pay is \$150 per day up to a maximum of \$5,000 per Event. Cover will cease after 30 days or when the Vehicle is returned to You in its pre Accident condition or when We pay You for a Total Loss, whichever occurs first.

## 6.2 Disability

We will pay the following compensation to a driver of Your Vehicle who is injured as a result of the Accident while driving Your Vehicle and who, as a direct result, suffers a permanent disability. Compensation will only be payable if:

- 6.2.1 the driver was driving Your Vehicle with Your consent and was licensed to drive Your Vehicle;
- 6.2.2 the driver was not under the influence of alcohol or any narcotic, depressant, stimulant or hallucinogenic drug;
- 6.2.3 the claim for Accidental Damage to Your Vehicle has been accepted under this Policy; and
- 6.2.4 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:
  - (i) it were not for the application of any excess or deductible applying under the scheme, or
  - (ii) 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	\$100,000
Permanent loss of entire sight in both eyes	\$50,000
Permanent loss of entire sight in one eye	\$25,000
Loss of one hand or foot	\$50,000

Where the driver is permanently left with more than one disability as above We 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 the Accident for any of the benefits to be given.

The establishment of a permanent disability will be solely determined by Our medical specialist.

We will not pay a benefit claim until the injury is stabilised, or Our medical specialist has confirmed that in their opinion, the injury is of a permanent nature and the injury will not be likely to significantly improve.

Unless the injured driver undergoes all 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 the costs associated, which includes reasonable travel expenses for any examinations arranged by Us.

## 7. Limitations of Cover applicable to Part A

### 7.1 Limit per Accident

The maximum amount We will pay for Damage arising out of any one Accident is \$12,500,000.

### 7.2 Mobile cranes, mobile drilling rigs and mobile piling rigs

Where Mobile Cranes or Mobile Drilling Rig or Mobile Piling Rig is shown in Your Schedule under Vehicle Description, and loss or Damage occurs to the mobile crane, mobile drilling rig or mobile piling rig, then We will not indemnify You against any loss or Damage or liability caused directly or indirectly by, arising from or in connection with the:

- 7.2.1 deliberate or reckless overloading of Your Vehicle;
- 7.2.2 deliberately or recklessly incorrect loading of Your Vehicle;

- 7.2.3 failure of:
- (i) You;
  - (ii) a director or partner of Yours or an employee; or
  - (iii) a person engaged in the operation of Your Vehicle,  
to knowingly not service, maintain, use or operate Your Vehicle strictly in compliance with systems and procedures imposed or recommended by law, Australian Standards, industry standards or manufacturers' or distributors' recommendations or guidelines;
- 7.2.4 operation of Your Vehicle while its load-measuring instruments or limiters are known or suspected to be defective, inoperative or turned off by:
- (i) You;
  - (ii) a director or partner of Yours or an employee; or
  - (iii) person engaged in the operation of Your Vehicle;
- 7.2.5 acts or omissions of:
- (i) You;
  - (ii) a director or partner of Yours or an employee; or
  - (iii) a person engaged in the operation of Your Vehicle,  
with the intention of causing, or with reckless disregard of the risk of causing, injury, or loss or Damage to person or property;
- 7.2.6 tests or experiments imposing abnormal operating conditions on Your Vehicle;
- 7.2.7 scratching or chipping of painted or polished surfaces;
- 7.2.8 corrosion, rusting, erosion, gradual deterioration, wear and tear, defect of any type, fatigue, lack of lubricant, lack of coolant, incorrect lubricant, incorrect coolant or electrical failure, unless You prove that prior to the loss or Damage:
- (i) neither You nor any employee nor any person engaged in the operation of Your Vehicle was aware of such corrosion, etc.; and
  - (ii) a casual inspection of Your Vehicle would not have revealed such corrosion, etc.;
- 7.2.9 drill pipes, collars, rock bits, reamers, stabilisers, core barrels, lugging equipment, casing and tools of all kinds occurring while below the rotary table, whilst performing horizontal and/or vertical drilling / boring activities; or
- 7.2.10 Your Vehicle while being used for oil, gas or geothermal drilling or in connection with existing oil, gas or geothermal wells.

## 8. Exclusions applicable to Part A

We will not cover:

### 8.1 Loss of use

loss or Damage suffered because You cannot use Your Vehicle.

### 8.2 Tyres

loss or Damage to tyres or wheel rims caused by braking, road punctures, cuts or bursts unless caused by an Accident covered under Part A.

### 8.3 Wear and tear and breakdown

loss or Damage caused by wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance. However, We will cover loss or Damage to Your Vehicle, if an Accident occurs as a result of a cause listed above.

#### **8.4 Safeguarding Your Vehicle**

for loss or Damage due to failure to secure Your Vehicle after it has broken down or been damaged.

#### **8.5 Theft by hirer**

for theft or attempted theft of Your Vehicle by a hirer.

### **9. Part B – Third Party Liability**

We will cover You for Your legal liability to pay compensation for loss or Damage to Third Party property caused by or arising out of the use of Your Vehicle (including any Caravan or Trailer towed by Your Vehicle) which happens during the Period of Insurance.

We will also cover You for Your legal liability to pay compensation for loss or Damage to Third Party property if Your Vehicle is being used for or is attached to or is towing a Motor Vehicle, Machine and/or trailer which is used for the commercial transport of Dangerous Goods or any other substances which form explosive mixtures with organic or other readily oxidisable materials, provided that the method of transportation complies with all relevant code, regulatory or legislative requirements.

The maximum We will pay in respect of a claim under Part B is \$35,000,000 inclusive of defence costs for any one Accident or series of Accidents resulting from the one original cause. If the Accident or series of Accidents arises out of the commercial transport of Dangerous Goods or any other substances which form explosive mixtures with organic or other readily oxidisable materials, the maximum We will pay is \$1,000,000 or any greater amount shown in the Schedule.

### **10. Additional Benefits applicable to Part B**

The following Additional Benefits are subject to the Limits of Liability for Part B unless otherwise stated. We will also pay:

#### **10.1 Cost of Cleaning**

the reasonable cost of cleaning up and preventing Damage, as a result of an Accident caused by the use of Your Vehicle.

#### **10.2 Difference in excess / hired-in or rental Motor Vehicles**

where You hire in or rent a Motor Vehicle in connection with Your Business and the hire agreement deems the owner of the Motor Vehicle responsible for insurance, the difference in the basic Excess level between Your Policy and the excess level under the insurance coverage provided by the owner of the Motor Vehicle.

#### **10.3 Employer or principal**

the amount which:

10.3.1 Your employer, principal or partner; or

10.3.2 the Commonwealth, State or Local Government,

becomes legally liable to pay as compensation caused by, or arising out of the temporary use of Your Vehicle.

#### **10.4 Falling goods**

for Damage to property caused by goods falling from Your Vehicle.

#### **10.5 First aid costs**

the amount incurred by You for first aid to others who suffered bodily injury as a result of an Accident involving Your Vehicle. These expenses are In addition to the Limits of Liability.

#### **10.6 Legal Costs**

10.6.1 all reasonable legal expenses incurred with Our written consent for representation at any formal legal enquiry or at any Coroner's inquest; and

10.6.2 all reasonable legal costs and expenses in defending Your legal liability in respect of any Motor Vehicle not owned or supplied by You while that Motor Vehicle is being used or driven by You or a person authorised by You in connection with Your Business.

We will not pay more than \$10,000 under this Additional Benefit in respect of any one Accident.

### **10.7 Movement of other Motor Vehicles**

for loss or Damage to property resulting from You moving any Motor Vehicle or trailer parked in a position which prevents or impedes the loading, unloading or legitimate passage of Your Vehicle.

### **10.8 Non owned Motor Vehicle liability**

the amount which You may be held legally liable to pay as compensation, resulting from an Accident occurring during the Period of Insurance, caused by, or arising out of the use of a Motor Vehicle not owned by You, but being used by You, or one of Your employees, or some other person with Your consent, in connection with Your Business.

However as far as is allowed by law, this Additional Benefit will only provide cover for any amount in excess of the amount for which You are entitled to indemnity under any other insurance Policy which specifically covers the Motor Vehicle.

### **10.9 Non-owned trailer liability**

the amount which You or any other person entitled to cover under this Part may be held legally liable to pay for actual physical damage to any trailer being towed by Your Vehicle caused by or arising out of the use of Your Vehicle.

However:

- 10.9.1 this Additional Cover only applies if, at the time of the Accident, the trailer is being towed in the course of Your Business and the trailer is not owned, rented, hired or leased by You; and
- 10.9.2 the cover provided does not extend to the contents of any non-owned trailer, nor clean-up costs associated with the contents of any non-owned trailer.

We will not pay more than \$75,000 under this Additional Benefit in respect of any one Accident.

### **10.10 Substitute Vehicle**

the amount which You may be held legally liable to pay for Accidental Damage to someone else's property caused by You driving a Substitute Vehicle.

We will only pay if one Substitute Vehicle is being used at any one time in place of Your Vehicle.

### **10.11 Supplementary bodily injury (legal liability)**

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 as compensation or damages for death or bodily injury to any person resulting from an Accident caused by or arising out of the use of Your Vehicle.

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

- 10.11.1 You or any person driving, using or in charge of Your Vehicle or a Substitute Vehicle;
- 10.11.2 any person, who is 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:

- 10.11.3 if Your Vehicle was not registered at the time of the Accident; or
- 10.11.4 if the Accident that gave rise to the legal liability is wholly or partially covered under any compulsory statutory insurance scheme or accident compensation scheme; or
- 10.11.5 if the Accident that gave rise to the legal liability would have been 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
- 10.11.6 if You or the person, using or in charge of Your Vehicle or the Substitute Vehicle 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

- 10.11.7 if You or the person, using or in charge of Your Vehicle or the Substitute Vehicle would have been entitled to be covered under any such scheme had not cover been refused because You did not:
- (i) register Your Vehicle;
  - (ii) apply for cover under the scheme; or
  - (iii) comply with a term or condition of the scheme; or
- 10.11.8 if You or the person, using or in charge of Your Vehicle or the Substitute Vehicle which is registered in the Northern Territory of Australia.

#### **10.12 Towing Disabled Motor Vehicles**

the amount which You may be held legally liable to pay for Accidental Damage occasioned whilst Your Vehicle is towing any disabled vehicle provided such disabled Motor Vehicle is not being towed for reward or financial gain.

#### **10.13 Trailers**

the amount which You may be held legally liable to pay for Accidental Damage to property caused by or arising out of the use of any trailer attached to Your Vehicle provided that the number of trailers does not exceed the number permitted by law.

#### **10.14 Uninsured motorists**

You up to \$10,000 less any applicable Excess(es) for Damage to Your Vehicle caused in an Accident with another Motor Vehicle during the Period of Insurance if:

- 10.14.1 The driver of the other Motor Vehicle was at fault;
- 10.14.2 The other Motor Vehicle was uninsured; and
- 10.14.3 You can tell Us who the other driver was and identify the other Motor Vehicle.

This cover is not applicable where You have Option 1: Comprehensive cover.

### **11. Exclusions applicable to Part B**

We will not pay, under Part B, any liability of whatsoever nature:

#### **11.1 Aircraft liability**

in connection with loss or Damage to any Aircraft resulting from an Accident caused by, or arising out of, the use of Your Vehicle.

#### **11.2 Death/bodily injury**

for death or bodily injury:

- 11.2.1 if You or any another person entitled to cover under this Part B, has been, or is entitled to be, partially or wholly indemnified by any statutory compulsory insurance or accident compensation scheme, including any compulsory motor vehicle scheme;
- 11.2.2 for any claim for which You or any other person entitled to cover under this Part B, would have been partially or wholly indemnified, but for Your failure to insure or register Your Vehicle in accordance with a requirement or any statutory compulsory insurance or accident compensation scheme, including any compulsory motor vehicle scheme;
- 11.2.3 to You or any person in charge of Your Vehicle;
- 11.2.4
  - (i) to any person related to You;
  - (ii) to any person related to the person in charge of Your Vehicle;by way of birth, marriage or de facto relationship;
- 11.2.5 to any person with whom You ordinarily reside or who ordinarily resides with You;

- 11.2.6 to any employee, agent, contractor, or subcontractor employed or engaged by any person entitled to indemnity under this Policy;
- 11.2.7 to any person in or on, or getting out of, or off any bus, coach or caravan, whether registered or deemed to be registered;
- 11.2.8 arising out of, or in any way connected with a defect in Your Vehicle, or in a Motor Vehicle causing loss of control of Your Vehicle whilst it is being driven;
- 11.2.9 to any person injured by a Queensland or New South Wales registered trailer only, either whilst in tow and/or unattached;
- 11.2.10 to any person injured by a Northern Territory registered vehicle; or
- 11.2.11 where at the time of the Accident, You did not have in force a current general liability or public liability policy pertaining to Your Business operations.

This Exclusion 11.2 does not apply to any cover which is available under Additional Benefit applicable to Part B, 10.11 'Cover for supplementary bodily injury (legal liability)'.

### **11.3 Employer's liability**

for death of or bodily injury to any person:

- 11.3.1 caused by or arising out of the employment of the person by You;
- 11.3.2 in Your service that arises from any liability imposed by;
  - (i) any workers' compensation legislation; or
  - (ii) any industrial award, agreement or determination.

### **11.4 Fines, penalties, punitive damages**

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

### **11.5 Pollution**

- 11.5.1 for death or bodily injury or Property Damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water);
- 11.5.2 for death or bodily injury or property Damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances caused by any product that has been discarded, dumped, abandoned or thrown away by others;
- 11.5.3 for the cost of removing, nullifying or cleaning up Pollutants or contaminated substances; or
- 11.5.4 for the cost of preventing the escape of Pollutants or contaminated substances.

This Exclusion shall not apply where the claim arises from a sudden identifiable, unintended and/or unexpected event which takes place in its entirety at a specific time and place during the Period of Insurance.

### **11.6 Property in Your Custody of Control**

- 11.6.1 for Damage to property that is owned by You;
- 11.6.2 for Damage to property which is Your physical or legal control; or
- 11.6.3 for loss of use arising out of or from the loss or Damage to any property in Your physical or legal control.

For the purpose of this Exclusion only:

- (i) employees or visitor's Motor Vehicles whilst contained within a car park or premises;
- (ii) premises leased or rented to You; or
- (iii) Your Vehicle including any Motor Vehicle referred to in Additional Benefits applicable to Part B – 10.7 'Movement of other Motor Vehicles' and 10.9 'Non-owned trailers liability',

are not deemed to be in Your custody or control.

### **11.7 Statutory liability**

You or other covered persons incur to pay compensation which is the subject of any compulsory motor vehicle insurance law.

### **11.8 Tool of Trade**

for Damage to underground services, pipes, cables or the like caused by or arising out of the use of Your Vehicle as a Tool of Trade, or liability in respect of Damage to any land or fixed property arising from vibration or from the removal or weakening of or interference with support to land, buildings or any other property, arising out of the use of Your Vehicle.

### **11.9 Trailers**

for Damage caused or contributed to by more than the legally permitted number of trailers attached to Your Vehicle.

### **11.10 Unregistered vehicles**

if Your Vehicle is unregistered at the time of the Accident giving rise to the claim.

### **11.11 Vibration / vehicle weight**

for Damage to property that is caused by:

11.11.1 vibration; or

11.11.2 the weight of Your Vehicle exceeding any lawful requirements or advisory signs.

## **12. Additional Benefits applicable to both Part A and Part B**

### **12.1 Acquired Companies**

This Policy will provide cover, in respect of the Motor Vehicle(s) of any subsidiary company or firm or business purchased, formed or acquired by, or in Your name, during the Period of Insurance, if You hold a controlling interest in the subsidiary company, firm or business so purchased, formed or acquired, as follows:

12.1.1 if You advise Us of Your interest in the subsidiary company, firm or business within 14 days of the purchase, formation or acquisition, We will hold You covered in respect of those Motor Vehicles for a period of 30 days from the date of such purchase, formation or acquisition; and

12.1.2 if, within 30 days of such purchase, formation or acquisition, You also provide Us with a schedule of the additional Motor Vehicles to be insured and details of their prior claims history, We will extend the hold covered period until 45 days from the date of such purchase, formation or acquisition; and

12.1.3 if You pay the premium We assess as applicable for the hold-covered period.

No cover is provided for such Motor Vehicles beyond the hold covered period(s), unless You agree to any special terms required by Us, and pay any additional premium required by Us.

### **12.2 Automatic additions**

We will, subject to the terms of Your Policy, pay for loss or Damage or any liability incurred by You that relates to any Motor Vehicle(s) and/or Machine(s) purchased, leased or hired by You (and for which You are legally liable) during the Period of Insurance, provided that:

12.2.1 such Motor Vehicles are of a similar type to Your Vehicles of Machine(s) at the commencement of the Period of Insurance;

12.2.2 You notify Us in writing within 60 days of acquiring any such Motor Vehicle or Machine;

12.2.3 the Limit of Cover (which applies under Part A) does not exceed \$300,000 for each newly acquired or hired Motor Vehicle or Machine, unless We have otherwise agreed in writing; and

12.2.4 You pay Us any additional premium We may require.

However any Motor Vehicle or Machine acquired by virtue of the purchase or other acquisition of, or the formation of any company or firm or business (including the purchase or acquisition of the business of any sole trader or sub-contractor) or any Motor Vehicles or Machines acquired or hired by You from any of Your subcontractors, will not be treated as newly acquired Motor Vehicles or Machines purchased or hired by You, as required by this Additional Benefit.

### **12.3 Fire Brigade & Emergency Services cover**

Following an Accident, We will pay up to \$50,000 for Your Liability for charges imposed by the Fire Brigade, Police or any Government Emergency Services.

### **12.4 LPG Conversion**

The Policy includes cover for Your Vehicles which have been modified to operate on liquefied petroleum gas provided such modification has been carried out in accordance with the relevant statutory standard.

### **12.5 Psychological counselling**

This Policy extends to cover You, up to a limit of \$10,000, for reasonable costs incurred in Your driver obtaining professional counselling, as a result of an Accident involving Your Vehicle where You are liable for compensation. In the event that Damage has occurred to Your Vehicle and there is no third party property damage claim involved, then nil Excess will apply to this Additional Benefit.

However, this Additional Benefit does not cover any costs incurred which are covered by Medicare or private health insurance for which We are not permitted by law to provide.

### **12.6 Removal of debris**

We will pay You for the reasonable costs necessarily incurred for the clean-up and removal of Your Vehicle's or Machine's debris and Your Vehicle's or Machine's load arising from an Accident or resulting from goods falling or leaking from Your Vehicle, but only to a maximum amount of \$50,000 per Accident.

However this Additional Benefit will only provide cover for any amount in excess of which Your Vehicle's or Machine's load is otherwise insured.

## **13. Exclusions applicable to both Part A and Part B**

The following exclusions apply to the whole Policy. We will not pay any claim:

### **13.1 Asbestos**

in connection with, or directly or indirectly caused by, or directly or indirectly arising from asbestos, asbestos products or asbestos contained in any products.

### **13.2 Aviation Works**

arising in any way from Aviation Works.

### **13.3 Contractual liability**

if Damage or any liability arises from an undertaking or indemnity given or contracted by You without Our written consent, provided that this exclusion will not apply if such liability:

13.3.1 would have attached notwithstanding such undertaking or indemnity; or

13.3.2 was assumed under a contract which was specifically designated in Your Schedule.

### **13.4 Cranes and Lifting Devices**

if Damage or any liability arises out of the operation of any crane or lifting device insured by this Policy whilst being used in any raising, carrying or lowering operation in which a single load is shared by two or more cranes or lifting devices unless Our prior consent has been obtained in writing.

### **13.5 Dangerous goods**

If Damage or any liability which is incurred while Your Vehicle is carrying any substance that is shown in the Australian Dangerous Goods Code as Goods Too Dangerous to Transport or while any such substance is being moved to or from Your Vehicle or while any such substance is being loaded or unloaded from Your Vehicle which does not comply with the relevant Codes.

### **13.6 Geographical limitations**

unless We agree in writing to the contrary, if Damage occurs to Your Vehicle or Insured Property covered by this Policy which is outside the Commonwealth of Australia at the time of the Damage, except as specifically stated otherwise in the Policy.

### **13.7 Hire or reward**

if at the time of the Damage or when any liability was incurred, Your Vehicle:

13.7.1 is used for carrying passengers for hire or reward, except for a private pooling arrangement or when You receive a travelling allowance from Your full time employer;

13.7.2 is let out on hire, unless operated by You or one of Your employees or We have agreed in writing to provide Dry Hire cover,

except as specifically stated otherwise in the Policy.

### **13.8 Overloading**

13.8.1 if at the time of the Damage or when any liability was incurred, Your Vehicle was being used to carry a number of passengers in excess of that for which it was designed or used contrary to the manufacturer's recommendations; or

13.8.2 if at the time of the Damage or when any liability was incurred, Your Vehicle or any Caravan or Trailer being towed by Your Vehicle was used to carry, lift, haul or tow a load in excess of that for which it was designed or used contrary to the manufacturer's recommendations.

This exclusion does not apply if You can prove that:

- (i) You did not allow such use of Your Vehicle; or
- (ii) You had no reason to suspect that Your Vehicle was being used in that manner; or
- (iii) the loss or Damage or liability incurred was not caused by, or contributed to, by such excess of passengers and/or load.

### **13.9 Radioactive Contamination**

for:

13.9.1 loss or Damage to property eligible for insurance by the relevant Nuclear Insurance Pool and/or Association; or

13.9.2 loss, cost, Damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- (i) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

### **13.10 Seizure of Your Vehicle**

for Damage to Your Vehicle caused by:

- 13.10.1 lawful seizure, confiscation or acquisition; or
- 13.10.2 any person lawfully repossessing or attempting to lawfully repossess Your Vehicle, where Your Vehicle is used as security for a debt.

### **13.11 Stock in Trade**

if at the time of the Damage or when any liability was incurred, Your Vehicle formed part of the stock in trade of Your Business.

### **13.12 Terrorism**

- 13.12.1 for any death, injury, illness, 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 contributing cause or event;
- 13.12.2 for any death, injury, illness, 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 Act of Terrorism.

### **13.13 Underground mining**

if at the time of the Damage or when any liability was incurred, Your Vehicle was:

- 13.13.1 used for drilling or tunnelling whilst underground; or
- 13.13.2 used or driven in an underground mine or mining shaft.

### **13.14 Use of Your Vehicle**

- 13.14.1 if Damage or any liability occurred while Your Vehicle is being driven by any person impaired by or under the influence of any drug or alcohol, or by any person with a percentage of drug or alcohol in their breath or blood in excess of that allowed by law. However, if You can prove You did not know that the driver of Your Vehicle was so affected, We will cover You but not the driver of Your Vehicle;
- 13.14.2 if Damage or any liability occurred while Your Vehicle is being driven by any person who refuses a request from a person with legal authority to take a breath, blood or other test to determine the percentage of drugs or alcohol in the person's breath or blood. However, if You can prove You did not know that the driver of Your Vehicle refused to submit to the test, We will cover You but not the driver of Your Vehicle;
- 13.14.3 if Damage or any liability arises out of an Accident caused by a person who was not licensed to drive Your Vehicle but this exclusion will not apply where:
  - (i) the person is driving Your Vehicle without Your consent; or
  - (ii) the person is driving Your Vehicle with Your consent but You can prove:
    - (1) the driving licence produced to You by that person has been forged or was the subject of an unauthorised alteration which could not have been reasonably discerned from the driving licence produced by You; or
    - (2) the driving licence produced would, if it had been valid, have authorised that person to drive the particular category or type of Vehicle which was to be driven with Your consent; or
    - (3) You do not know or could not reasonably have known that person did not have a licence to drive Your Vehicle.

We will not waive Our right of subrogation against that person but Our right of subrogation is subject to the Insurance Contracts Act.

13.14.4 if at the time of the Damage or when any liability was incurred, Your Vehicle is being:

- (i) used in connection with the motor trade for experiment, test, trial, demonstration or towing;
- (ii) used for any illegal purpose with Your consent;
- (iii) used in connection with a race, trial, test, contest or other sports event;
- (iv) tested other than in connection with service or repair by a person who is qualified to carry out the service or repair or who is acting under the supervision of such a person; or
- (v) used in an unroadworthy or unsafe condition. However, We will cover You if You can prove that the condition could not reasonably have been detected by You or that the loss, Damage or liability was not caused by or contributed to by the unroadworthy or unsafe condition.

### **13.15 Vehicles on rails / cables**

if at the time of the Damage or when any liability was incurred, Your Vehicle was being used to run on rails, tram tracks or cables.

### **13.16 War**

for Damage arising directly or indirectly as a result of:

13.16.1 war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not) and/or civil war; and/or

13.16.2 mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military and/or usurped power.

This Policy also excludes any loss, destruction, Damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, (or 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 the above.

### **13.17 Wilful damage**

for Damage that is intentionally caused or liability that is intentionally incurred by You, anyone acting on Your behalf or any other covered persons.

## **14. Limitations of Cover applicable to both Part A and Part B**

### **14.1 Bobcats/skid-steer loaders**

#### **New South Wales & Victoria:**

We will not pay any amount if Your Vehicle is a Bobcat or skid-steer loader and is stolen within:

14.1.1 the Sydney metropolitan area (which is defined as a 60km Radius Limit from the central GPO);

14.1.2 the Wollongong metropolitan area (which is defined as a 25km Radius Limit from the central GPO);

14.1.3 the Melbourne metropolitan area (which is defined as a 60km Radius Limit from the central GPO),

and is not fitted with either an engine immobiliser or vehicle tracking/GPS system at the time of the theft.

Should Your Vehicle be fitted with either an engine immobiliser or a vehicle tracking/GPS system at the time of the theft, then an additional Excess of \$2,500 will apply in respect of each claim.

However, should Your Vehicle be fitted with both an engine immobiliser and a vehicle tracking/GPS system at the time of the theft, then no Excess will apply.

#### **Queensland:**

If Your Vehicle is a Bobcat or skid-steer loader and is stolen within a 50km Radius Limit of either Brisbane Central GPO, or Caloundra PO or a 25km Radius Limit of the Surfers Paradise PO, an additional Excess of \$2,500 will apply.

However, if Your Vehicle is fitted with an engine immobiliser and/or a vehicle tracking/GPS system at the time of the theft, then no Excess will apply.

## 14.2 Motor trade

When Motor Trade is shown in Your Schedule, then the cover provided by this Policy will apply, subject to the following:

14.2.1 The Vehicle Description shown in Your Schedule means all registered Motor Vehicles or vehicles displaying a trade plate (other than motor cycles and/or Caravan or Trailers unless specifically shown in Your Schedule) which are in Your custody or control for the purpose of sale, repair, modification or servicing, but only while such vehicles are being driven by a duly licensed driver.

14.2.2 The following additional Exclusions will apply:

We will not pay for Damage that occurs or liability, which is incurred, where Your Vehicle is:

- (i) personally owned by You;
- (ii) being used in the business of a motor driving school;
- (iii) being used for hire, paying of hire or let on hire;
- (iv) being driven by potential buyers, unless accompanied by You or Your employee;
- (v) lost as a result of trickery or deception; or
- (vi) being towed by a motor breakdown towing truck belonging to, or being operated by You.

14.2.3 The following Additional Benefits applicable to Part A will not apply:

- (i) 5.4 Emergency car hire;
- (ii) 5.8 Finance payout – Total Loss of encumbered vehicles; and
- (iii) 5.18 Replacement Motor Vehicle.

14.2.4 The following Additional Benefit applicable to Part B will not apply:

10.8 Non owned Motor Vehicle liability.

14.2.5 The following Exclusions applicable to both Part A and Part B will not apply:

13.11 Stock in Trade.

14.2.6 The following Additional Benefits applicable to both Part A and Part B will not apply:

12.2 Automatic additions.

## 15. General conditions applicable to both Part A and Part B

The following General Conditions apply to all Parts of this Policy.

### 15.1 Breach of conditions

Breach of or non-compliance with any Policy condition(s) by one insured named in Your Schedule will not prejudice any other named insured.

### 15.2 Cancellation

#### How You may cancel this Policy

You may cancel this Policy at any time by telling Us in writing that You want to cancel it.

When 'You' involves more than one party, We will only cancel the Policy when a written agreement to cancel the Policy is received from all parties named in Your Schedule.

#### How We may cancel this Policy

We may cancel this Policy in any of the circumstances permitted by law by informing You in writing.

We will give You this notice in person or send it to Your address last known to Us.

### **The premium**

We will refund premium for each day of the unexpired Period of Insurance. The daily premium will be calculated by dividing the premium by the number of days of the Period of Insurance. Some government taxes and duties are not refundable.

### **15.3 Changes to Your insurance details – what You must tell Us**

You must tell Us immediately if during the Period of Insurance Your Vehicle or Your Machine is modified in a manner that affects its value or performance in any way.

When We receive this information, We may:

- alter the terms and conditions of the Policy; or
- charge You additional premium; or
- decide not to offer to renew the Policy.

If You do not provide the information immediately We may not pay a claim under Your Policy.

Before We agree to renew the Policy You must tell Us if, during the current Period of Insurance, You or any person who is a driver of Your Vehicle has:

- had any fines or penalties imposed for a traffic offence, other than a parking fine; or
- been convicted of any traffic offences; or
- had a driver's licence cancelled or suspended or been disqualified from holding a driver's licence for any period; or
- been responsible for causing an Accident; or
- had any Motor Vehicle damaged or stolen.

When a new driver commences driving Your rigid and/or articulated Vehicle with a carrying capacity in excess of 10 tonnes Payload, that driver must complete a driver's questionnaire and You must provide Us with that questionnaire within 14 days of the new driver first driving or being in charge of the Vehicle.

### **15.4 Cross liability**

We agree that each person comprising the insured named in Your Schedule is considered as if that person were the only person named as the insured, and We waive Our rights of subrogation against any of those persons named as the insured.

### **15.5 Joint insured**

A claim lodged by any one person covered by the Policy is considered to be a claim by all persons covered by the Policy.

### **15.6 Jurisdiction**

All disputes arising out of or under this Policy shall be subject to determination by any court of competent jurisdiction within Australia according to the law which applies to that jurisdiction.

### **15.7 Keeping evidence of the value of the Insured Property**

You should keep evidence of the value of all property covered under the Policy. You should also keep evidence of the amount of any Accidental Damage.

## **15.8 Notices**

Any notice We give You will be in writing and it will be effective:

15.8.1 if it is delivered to You personally; or

15.8.2 if it is delivered or posted to Your address last known to Us.

It is important for You to tell Us of any change of address as soon as possible.

## **15.9 Other insurances covering the same loss, damage or liability**

If at the time of any event giving rise to a claim under this Policy there is any other current Policy covering the same loss, Damage or liability You must notify Us of the other insurance and You must render all reasonable assistance to Us in order that We may obtain a rateable recovery from any other Insurer.

## **15.10 Prevention of loss or damage**

We may not pay Your claim if You do not take all reasonable precautions to prevent injury, loss or Damage, including securing Your Vehicle against unauthorised entry when it is unattended. This includes removing Your keys and locking Your Vehicle.

It is a condition of the Policy that Your Vehicle be kept in good repair.

## **15.11 GST Notice**

The Policy has a GST provision in relation to premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

### **Sums insured**

All monetary limits in the Policy may be increased for GST in some circumstances (see below).

### **Claim settlements – Where We agree to pay**

When We calculate the amount We will pay You, We will have regard to the items below:

- 15.11.1 Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item insured under the Policy) We will pay for the GST amount. We will pay the GST amount in addition to the Sum Insured/limit of indemnity or other limits shown in the Policy or in Your Schedule. If Your Sum Insured/limit of liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim. We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled.
- 15.11.2 Where We make a payment under the Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.
- 15.11.3 Where the Policy insures business interruption, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by Your Business that is relevant to Your claim.

### **Disclosure – Input tax credit entitlement**

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. The Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

## **15.12 Sanctions regulation**

Notwithstanding any other terms or conditions under this Policy, Zurich shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to You or any other party to the extent that such cover, payment, service, benefit and/or any Business or activity of Yours which would violate any applicable trade or economic sanctions, law or regulation.

## 16. Making a claim

### 16.1 What You must do

In the event of a claim:

#### **Do not admit liability**

You must not:

- admit liability or make a promise or offer of payment in connection with the claim; or
- offer or agree to settle the claim,

without Our written consent.

We are entitled to take over and conduct the defence of any claim made against You for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of claims.

If the claim is for legal liability, You may make a written request to Us to agree that You are covered in respect of the claim.

#### **Prevent further damage**

You must take all reasonable precautions to prevent any further loss, Damage or liability.

#### **Contact the police**

Depending on the laws of the State or Territory in which the Accident occurs, You must:

- contact the police if any person was injured as a result of the Accident;
- request the police to attend the scene of the Accident;
- go to the local police station to complete a 'Self Reporting Collision Form' if the police inform You that it is not necessary for them to attend the scene of the Accident.

You must contact the police immediately if Your Vehicle is stolen or maliciously damaged.

#### **Contact Us as soon as possible**

If there is any Damage or liability which is likely to result in a claim, You must give Us immediate notice as well as full details of any Damage or anticipated or alleged liability.

You or Your representative must give Us full details in the manner We request which will be either:

- verbally; or
- in writing by completing Our claim form which will be supplied to You when You contact Us.

The process for authorising repairs to Your Vehicle is explained under 'Authorising repairs'. Any correspondence You receive regarding the Accident must be sent to Us immediately.

You must advise Us immediately of:

- any notice of impending prosecution;
- details of any inquest or official enquiry.

## 16.2 Excess

An Excess is the amount specified in the Schedule or in 'Words with special meaning' under Excess, which You must pay when You make a claim under the Policy, unless We state an Excess does not apply. The payment of an Excess helps to keep the cost of Your premium down by reducing the number of small claims.

There are different types of Excess which may apply to You or the driver of Your Vehicle at the time of the claim.

These are the Basic Excess, Age and inexperienced driver excess, Age and inexperienced driver's excess applying to rigid and/or articulated vehicles, Undeclared driver's excess applying to rigid and/or articulated vehicles, Tipping excess and Radius Limit excess.

### Faultless Excess after an Accident

You will not be required to pay the basic, age and or inexperienced driver Excess if:

- You satisfy Us that the Accident which gave rise to the claim was the fault of the driver of the other Motor Vehicle or Machine or another third party; and
- You can supply the name and address of that driver or other third party.

### How the Excess applies

The Excess applies to each of Your Vehicles for each Accident, but if one Accident causes Damage to two or more of Your Vehicles simultaneously, the highest Excess applicable to any of Your Vehicles shall apply once in respect of all of Your Vehicles which are damaged as a result of the event.

The Sum Insured and sub-limits of liability shall apply in addition to, and shall not be reduced by, the amount of any applicable Excess.

### Deciding who is at fault

We will be solely responsible for deciding whether You contributed to the cause of an Accident.

## 16.3 Choice of repairer

You have the right to choose any repairer.

## 16.4 Authorising repairs

Where You have Comprehensive cover You may only authorise emergency repairs as detailed on page 19 under 'Emergency expenses'. You cannot authorise further repairs to Your Vehicle without Our prior consent.

Before We make a decision regarding Your claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor vehicle assessor will be appointed by Us. We or Our assessor will make the necessary arrangements with You.

## 16.5 Parts, extras and accessories

If We are able to repair the part which is damaged, We will use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules (ADR). If such parts are not available or appropriate, parts from alternative distribution channels may be used.

We will not pay any amount greater than the maker's last list price in Australia (together with a reasonable charge for fitting) for the supply of any part, extra or accessory.

In the event that any part, extra or accessory cannot be obtained immediately, We may choose to pay You the value of the part, extra or accessory (together with a reasonable charge for fitting) rather than supply the part, extra or accessory.

## 16.6 Sublet repairs

If the Damage to Your Vehicle requires Us to engage the services of a specific specialist repairer and/or supplier We may sublet that component or the work to such repairer or supplier.

### **16.7 Assist Us with Your claim**

You must assist Us with Your claim. This means give Us all the information and assistance with Your claim which We may reasonably require. If You do not We may not pay Your claim or provide cover.

If We have the right to recover any amount payable under the Policy from any other person, You must cooperate with Us in any action We may take.

### **16.8 Our rights of recovery**

We have the right to recover from any person, in Your name, the amount of any claim paid under the Policy and We have full discretion in the conduct, settlement or defence of any such claim. If We recover more than the amount We have paid to You or on Your behalf, We will pay You the balance.

### **16.9 Salvage of Your Vehicle or Machine when it is a Total Loss**

If Your Vehicle or Machine is a Total Loss and We have agreed to pay the Market Value, Sum Insured or Agreed Value for Your Vehicle or Machine:

16.9.1 the wreckage of Your Vehicle will become Our property; and

16.9.2 We will keep the proceeds of any salvage sale.

You must transfer the title and interests of Your Vehicle to Us and We shall be entitled to dispose of the remains. In States or Territories where We are entitled to do so, We will also retain any proceeds from any registration and compulsory third party insurance.

### **16.10 Payment of unpaid premium when Your Vehicle is a Total Loss**

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value, Sum Insured or Agreed Value for Your Vehicle or Machine:

16.10.1 the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You; and

16.10.2 if We are replacing Your Vehicle or Machine, You must pay Us the balance of any unpaid premium or instalments for the Period of Insurance.

### **16.11 No return of premium after a Total Loss**

If Your Vehicle or Machine is a Total Loss and We have agreed to pay the Market Value, Sum Insured or Agreed Value for Your Vehicle or Machine, no return of premium will be made for any unused portion of the premium.

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