

One Underwriting Pty Ltd

Specialty Motor Vehicle Insurance

Policy Wording

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Arranged by One Underwriting Pty Ltd
ABN 50 006 767 540 AFSL 236 653



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1. Definitions and Interpretation

The words in **bold** (and any derivatives of them) listed below have the following specific meanings when they appear in the **Policy** wording.

- 1.1 **Accessories** means all **Declared** accessories and apparatus used by, permanently attached to or affixed within an **Insured Vehicle**, **Accessories** includes but is not limited to:
- 1.1.1 car phones, mobile radio equipment and any other form of receiving and transmitting equipment;
 - 1.1.2 on board computers, load securing equipment and protection equipment;
 - 1.1.3 radios, cassette players, CD players, DVD players;
 - 1.1.4 GPS units and other forms of satellite navigation systems;
 - 1.1.5 air conditioning units, refrigeration units and microwaves;
 - 1.1.6 gates, binders, ropes, pogo sticks, chain and chain dogs;
 - 1.1.7 tarpaulins and curtains;
 - 1.1.8 cranes, cables, winches and any other forms of lifting or pulling device;
 - 1.1.9 generators attached to or installed in the **Insured Vehicle**;
 - 1.1.10 forks, tines, buckets and blades;
 - 1.1.11 manufacturer's options;
 - 1.1.12 standard tools relevant to the **Insured Vehicle**, spare parts and spare wheel(s);
 - 1.1.13 remote controls for attached plant,
- but does not include employees' personal property.
- 1.2 **Accidental Damage** means damage, loss or destruction caused by an unforeseen or unintended happening.
- 1.3 **Act of Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 1.4 **Business** means the business as specified in the **Policy Schedule**.
- 1.5 **Declared** means advised to **Us**, accepted by **Us** and shown in the **Policy Schedule**.
- 1.6 **Driver** means the person driving an **Insured Vehicle** as specified in the **Policy Schedule** and for the purposes of Extension 5.1, 7.1 (Cost of Repatriating Driver and Passengers), 7.4 (Funeral Expenses), where the **Driver** is not the **Insured**, the **Driver** must be using the **Insured Vehicle** with the **Insured's** consent.
- 1.7 **Endorsement** means a written alteration to the terms of the **Policy**.
- 1.8 **Excess** means the amount(s) specified in the **Policy Schedule** and elsewhere in the **Policy** which the **Insured** has to contribute as the first part of each and every loss under the **Policy** in respect of each **Insured Vehicle**.
- 1.9 **Immediate Family Member** means a spouse, de-facto partner, parent, sibling or dependent child.
- 1.10 **Insured** means:
- 1.10.1 the **Named Insured**, all subsidiary companies, organisations and other entities in which the **Named Insured** has a controlling interest to the extent only that each of them is engaged in carrying on the **Business** described in the **Policy Schedule** or activities which are substantially of the same kind or related to that **Business**;

The **Insured** shall also mean any other party named or described in the records of the **Named Insured** as being included herein.

- 1.11 **Insured Vehicles** means all motor vehicles, including **Declared Accessories**, presently existing, or, hired (in and out), leased, rented, loaned, borrowed or used by or on behalf of the **Insured**, or which are in the lawful custody or control of the **Insured** or in which the **Insured** has a financial interest or for which the **Insured** has received instructions to insure or for which the **Insured** has accepted responsibility, as shown on the **Policy Schedule**.
- The term "**Insured Vehicles**" also includes motor cycles, trailers, caravans, mobile plant and equipment, tractors and self-propelled agricultural machines.
- 1.12 **Insurer** means the company named as such in the **Policy Schedule**.
- 1.13 **Limit of Liability** means the limit of liability of the **Insurer** under Sections 2 and 3 as specified in the Policy Clauses of the **Policy Schedule**.
- 1.14 **Malicious Damage** means damage, loss or destruction intentionally caused by a third party without the consent of the **Insured**.
- 1.15 **Market Value** means the amount required, net of GST and stamp duty, to purchase a vehicle and **Declared Accessories** substantially the same as the **Insured Vehicle** immediately before it suffered loss, damage or theft, taking into account its make, model, age, kilometres travelled, condition and location.
- 1.16 **Named Insured** means the natural person, partnership, corporation or entity specified in the **Policy Schedule**.
- 1.17 **Period of Insurance** means the period specified in the **Policy Schedule**. The term "Local Time" which appears in the **Policy Schedule** means the local standard time at the **Insured's** principal place of **Business**.
- 1.18 **Policy** means this document, the Product Disclosure Statement, the **Policy Schedule**, the **Policy Schedule of Motor Vehicles** (if any) and any **Endorsement**.
- 1.19 **Premium** means the initial premium as determined by the **Insurer** at the commencement of the **Period of Insurance** based on the **Policy Schedule of Motor Vehicles**.
- 1.20 **Public Relations Expenses** means the reasonable fees and related expenses of a public relations firm or consultant, crisis management firm or law firm which an **Insured** reasonably incurs with the **Insurer's** written consent which shall not be unreasonably withheld or delayed to prevent or limit adverse effects or negative publicity in respect of a claim.
- 1.21 **Policy Schedule** means the **Policy Schedule** attached to the **Policy** or any later **Policy Schedule** issued on renewal or variation or by way of **Endorsement**.
- 1.22 **Policy Schedule of Motor Vehicles** means a list of **vehicles** provided by the **Insured** for underwriting purposes only. It does not diminish the **Insured's** entitlement to indemnity in accordance with the definition of **Insured Vehicle** or Clause 6.3 (Basis of Settlement). The **Policy Schedule of Motor Vehicles** may specify the Description of Cover and/or the **Sum Insured** applicable to individual **vehicles**.
- 1.23 **Sub-Limits of Liability** means the **Limit of Liability** of the **Insurer** under a specific provision of the **Policy** or as specified in the **Policy Schedule**.
- 1.24 **Substitute Vehicle** means any vehicle used by the **Insured** as a substitute for an **Insured Vehicle** whilst such **Insured Vehicle** is being serviced, repaired or is not driveable.
- 1.25 **Sum Insured** means the amount(s) stated in the **Policy Schedule** in relation to Section 1 Own Damage.
- 1.26 **Territorial Limits** means the Commonwealth of Australia, including external territories and including transportation and/or transit by road, sea or air between any places within the Commonwealth.
- 1.27 **Tool of Trade** means a motor **Vehicle** which has a tool or plant forming part of, attached to or used in connection with it while such tool or plant is engaged on a work site, but does not include **Vehicles** whilst in transit to or from any work site, whilst being used for transport or haulage or whilst loading or unloading goods onto or from a **Vehicle**, by use of a crane mounted on that **Vehicle**.
- 1.28 **Total Loss** means where the **Insured Vehicle** is so damaged the cost of repairs, plus the salvage value of the **Insured Vehicle**, exceeds the **Market Value** of the **Insured Vehicle**, taking into account State and Territory legislation relevant to this determination. **Total Loss** includes where the **Insured Vehicle** is reasonably abandoned because **Total Loss** seems unavoidable.
- 1.29 **Vehicle** means the **Vehicle** described on **Your Policy Schedule** and includes any **Declared Accessories** and equipment attached, fixed to or inside **Your Vehicle**, where they are declared on **Your Policy Schedule** as covered by this **Policy**.
- 1.30 **You, Your or Yourself** means the named **Insured** on the **Policy Schedule** and those who have benefit of the **Policy**.
- 1.31 **We, Our or Us** refers to One Underwriting as agent for the **Insurer** named on the **Policy Schedule**.

2. Description of Cover

When the Description of Cover specified in the **Policy Schedule** and/or in the **Schedule of Motor Vehicles** is described as:

- 2.1 Own Damage and Third Party Liability – all Sections of the **Policy** will operate, or
- 2.2 Fire, Theft and Third Party Liability – Section 1 of the **Policy** is restricted to loss or damage caused by fire, explosion, lightning, theft or attempted theft only and Sections 2 and 3 of the **Policy** will operate, or
- 2.3 Third Party Liability – Sections 2 and 3 of the **Policy** only will operate.

3. Insuring Agreement

In consideration of the **Named Insured** having paid or agreed to pay the **Deposit Premium** and subject to all of the provisions of the **Policy**, the Insurer will indemnify the **Insured** against loss, damage and/or liability as further described in the **Policy**, occurring within the **Territorial Limits**, during the **Period of Insurance**.

4. Permitted Use

- 4.1 privately for social, domestic and pleasure purposes;
- 4.2 in connection with the occupation or **Business** of the **Insured**;
- 4.3 for demonstration for sale;
- 4.4 in connection with servicing, repairing and subsequent testing;
- 4.5 for tuition, provided it is not for payment;
- 4.6 for towing or pushing a caravan, trailer or vehicle.

Provided that Sub-clauses 4.3 and 4.4 shall not apply when the **Insured's Business** involves the sale, service and/or repair of motor vehicles for reward.

5. General Extensions (Applicable to All Sections)

The following cover is provided in addition to any amounts payable under Sections 1 and/or Sections 2 and 3 of the **Policy** subject to any applicable **Sub-Limits of Liability** specified in the **Policy Schedule** or **Policy** provisions.

5.1 Emergency Services

If an **Insured Vehicle** is involved in an accident requiring the attendance of the Fire Brigade, Police, State Emergency Services, Emergency Responder or other regulatory or municipal authority, the **Insurer** will pay the cost of services as may be charged by each relevant service or authority up to the limit as per **Policy Schedule**.

6. Section 1: Own Damage

The **Insurer** will indemnify the **Insured** against theft of, or **Accidental Damage** or **Malicious Damage** to:

- 6.1 any **Insured Vehicle**; and
 - 6.2 the **Declared Accessories** of such **Insured Vehicle**.
- ### 6.3 Basis of Settlement

The **Insurer** will pay the cost of repairing an **Insured Vehicle**, on the basis of the procedure set out in clause 14.5 **Repairing Your Vehicle**, provided such payment does not exceed the lesser of:

- 6.3.1 the **Sum Insured** if the **Policy Schedule** or **Schedule of Motor Vehicles** stipulates a **Sum Insured** in respect of the **Insured Vehicle**; or
- 6.3.2 the **Market Value** of the **Insured Vehicle** including **Declared Accessories**.

Where the cost of repairing or replacing an **Insured Vehicle** exceeds the lesser of the **Market Value** or the **Sum Insured** as set out in clause 6.3.1 or 6.3.2, the **Insurer** will pay the lesser of the **Sum Insured** or the **Market Value**.

Notwithstanding the foregoing,

- 6.3.2.1 In respect of sedans, station wagons, four wheel drives, utilities and other goods carrying vehicles with a

gross vehicle mass of five (5) tonnes or less or a minibus with a carrying capacity of not greater than fifteen (15) persons which, if becoming a **Total Loss** within twenty-four (24) months of the commencement date of the original registration of the **Insured Vehicle**, the **Insurer** will replace such **Insured Vehicle** with a new vehicle of the same make, model or series (subject to local availability) including similar **Declared Accessories** and pay Stamp Duty, CTP, registration fees and delivery costs, provided that any refund of Stamp Duty, CTP or registration fees must be paid to the **Insurer** or, at the **Insured's** option, pay the equivalent cash value of such replacement. Provided that, if the **Insurer** and the **Insured** cannot agree upon an equivalent cash value, the **Insurer** will pay the actual purchase price which the **Insured** paid for the **Insured Vehicle** including any **Declared Accessories**, applicable stamp duty, CTP, registration fees and delivery costs, provided that any refund of such costs must be paid to the **Insurer**.

Further:

- 6.3.3 In respect of an **Insured Vehicle** under a lease, commercial hire purchase or similar agreement becoming a **Total Loss** during the **Period of Insurance** and the payout sum under such agreement being greater than the **Insured Vehicle's Market Value** or **Sum Insured** (if any), the **Insurer's** liability shall be the payout sum under that agreement including an allowance for the value of any **Declared Accessories** included within the original purchase price.

Provided that the **Insurer's** liability under this Sub-clause 6.3.3 shall not:

- 6.3.3.1 exceed the **Market Value** or **Sum Insured** (if applicable) of the **Insured Vehicle** and **Declared Accessories** plus five percent (5%); or
- 6.3.3.2 include payments and interest in arrears due at the time of the loss or discounts in respect of finance discharge.
- 6.3.4 If an **Insured Vehicle** is stolen and not recovered within twenty-one (21) days, it shall be deemed to be a **Total Loss**.

7. Extensions to Section 1

In connection with a claim covered under Section 1 of the **Policy**, the **Insurer** will pay in addition to the amount payable under Clause 6.3 (Basis of Settlement) the following benefits subject to any applicable **Sub-Limits of Liability** specified in the **Policy Schedule** or other **Policy** provisions.

7.1 Cost of Repatriating Driver and Passengers

The reasonable cost, including accommodation expenses, up to the maximum amount specified in the **Policy Schedule**, incurred in returning the **Driver** and passengers or their remains to the original point of departure or, at the **Insured's** option, to the **Driver's** destination, provided that the loss or damage to the **Insured Vehicle** occurred outside a radius of one hundred (100) kilometres from the original point of departure.

7.2 Emergency Repairs and Protection Costs

The reasonable costs, up to the maximum amount specified in the **Policy Schedule**, incurred by the **Insured** following theft, loss or damage as covered by this **Policy**:

- 7.2.1 to protect and/or ensure the safety of an **Insured Vehicle**; and/or
- 7.2.2 for carrying out emergency repairs, excluding non-essential panel repairs, to enable an **Insured Vehicle** to continue to the destination.

7.3 Employees' Personal Property

If, as a result of loss or damage to an **Insured Vehicle** for which a claim is payable under Section 1 of the **Policy**, any personal property therein belonging to an employee of the **Insured** is lost or damaged, the **Insurer** will indemnify the **Insured**, up to \$500 or as otherwise specified in the **Policy Schedule**, in respect of such employee's property, provided that such property is not otherwise **Insured** (to the extent permitted by law), subject to deduction of an allowance for age, depreciation, wear and tear of such property.

7.4 Funeral Expenses

Funeral expenses, including travel to attend the funeral, up to the maximum amount specified in the **Policy Schedule**, to an **Immediate Family Member** of the deceased in the event a **Driver** or passenger suffers a fatal injury as a result of an accident involving the **Insured Vehicle**, irrespective of whether death occurs at the time of the accident, provided however, that death occurs within twelve (12) months of the accident.

7.5 Hire Costs

If an **Insured Vehicle** is stolen or damaged, the **Insurer** will pay the reasonable cost, up to the maximum amount specified in the **Policy Schedule**, of:

- 7.5.1 hiring a replacement vehicle of a similar type (subject to local availability); or
- 7.5.2 using other means of transport (including taxi cabs, taxi trucks or public means of transport).

The **Insurer** will not pay for hiring charges incurred after the date the **Insured Vehicle** is available for use by the **Insured** in the condition similar to the condition it was in prior to the loss or damage, nor after a total period of fourteen (14) days.

7.6 **Locks and Keys**

Where any key, lock, key ignition barrel or other entry device giving access to the **Insured Vehicle** is damaged, lost, stolen or believed on reasonable grounds to have been duplicated without the **Insured's** permission during the **Period of Insurance**, the **Insurer** will cover the costs reasonably incurred in replacing the key, lock, key ignition barrel or entry device, including any necessary re-coding of the locks or entry device, alterations or replacing of the locking mechanism, up to the maximum amount specified in the **Policy Schedule per Insured Vehicle**.

No **Excess** will apply to this Extension.

7.7 **Recovery Costs**

If an **Insured Vehicle** is stolen and subsequently found, the **Insurer** will pay the reasonable cost of recovery, up to the maximum amount specified in the **Policy Schedule**, from any place within the **Territorial Limits** provided that this **Policy** will not indemnify recovery costs incurred for transportation between the Commonwealth of Australia and the Dominion of New Zealand.

7.8 **Rewards**

If the **Insured Vehicle** is stolen and the loss is covered under Section 1 of this **Policy**, the **Insurer** will pay any reward offered, with the prior approval of the **Insurer**, to secure the return of the **Insured Vehicle**, up to the maximum amount specified in the **Policy Schedule**, for all rewards offered in connection with any one event.

7.9 **Removal of Debris**

The reasonable costs up to the maximum specified in the **Policy Schedule**, to:

- 7.9.1 clean up and remove debris resulting from the event giving rise to the claim; and/or
- 7.9.2 clean up and recover any load fallen from an **Insured Vehicle**.

7.10 **Sea Transportation**

If the **Insured Vehicle** is covered for "Own Damage" and is being transported by sea between ports in Australia, any contribution to general average and salvage charges is included when such maritime conditions apply, whether or not the **Insured Vehicle** is damaged.

7.11 **Signwriting**

The reasonable cost, up to the maximum amount specified in the **Policy Schedule**, of reinstating signwriting and artwork on, in or attaching to the **Insured Vehicle**.

7.12 **Towing and Retrieval Costs**

The reasonable costs, up to the maximum amount specified in the **Policy Schedule**, incurred for recovery, removal or withdrawal of any **Insured Vehicle** following an accident or becoming unintentionally immobilised (other than as a result of mechanical or electronic failure) to its usual place of garaging or the nearest suitable repairer and to re-deliver the **Insured Vehicle** to its usual place of garaging after repair.

Further, unintentional immobilisation shall be deemed to be "damage" within the meaning of this **Policy**.

8. Exclusions to Section 1

Section 1 of this **Policy** does not cover:

8.1 **Lawful Seizure**

lawful seizure, including arising from breach of contract, agreement or obligation, confiscation or acquisition, except in the case of emergency. However, the **Insurer** will pay for any resultant damage to the **Insured Vehicle**.

8.2 **Loss of Use**

loss suffered as a result of inability to use an **Insured Vehicle**.

8.3 **Safeguarding the Vehicle**

theft of or from an **Insured Vehicle** due to failure to take reasonable steps to lock or secure the **Insured Vehicle** after it has broken down or been damaged.

Structural, Mechanical, Electrical Failure

8.4 structural failure, mechanical, electrical or electronic breakdown or failure of an **Insured Vehicle**.

Tyres

8.5 the tyres of an **Insured Vehicle** being damaged by application of brakes or by road punctures, cuts or bursting, unless caused as a result of an accident or **Malicious Damage** which is covered under this **Policy**.

Vehicle Deterioration

8.6 depreciation, wear and tear, rust or corrosion of an **Insured Vehicle**.

Loss of Oil/Coolant

8.7 loss or damage to the **Insured Vehicle** or any resultant mechanical damage caused by the loss of oil or coolant in the **Insured Vehicle**. However this exclusion shall not apply if the **Insured Vehicle**:

- (a) suffers malicious damage; or
- (b) is damaged by impact; or
- (c) is damaged by an unauthorised person driving the **Insured Vehicle**

9. Section 2: Third Party Liability – Property Damage

9.1 The **Insurer** will indemnify the **Insured** against legal liability for compensation and damages and claimant's costs and expenses in respect of loss of or damage to property and/or loss of use of property damaged caused by, through or in connection with the use of an **Insured Vehicle** which includes:

9.1.1 goods being carried by or falling on, in or from the **Insured Vehicle**;

9.1.2 the operation of loading and unloading the **Insured Vehicle** but not the collection or delivery of the load to or from the **Insured Vehicle** beyond the limits of any carriageway or thoroughfare;

9.1.3 the **Insured Vehicle** being driverless and unattended; and/or

9.1.4 the **Insured's** legal liability for clean-up costs including decontamination costs, arising from the use of an **Insured Vehicle**, including costs incurred in compliance with the directive of any regulator, governmental agency or local authority up to the maximum amount specified in the **Policy Schedule**.

10. Section 3: Third Party Liability – Personal Injury

- 10.1 The **Insurer** will indemnify the **Insured** against legal liability for compensation and damages and claimant's costs and expenses provided the **Insured Vehicle** is registered for use on a public road arising from the death of or personal injury to any person other than any person who at the time of the accident giving rise to the death or personal injury was acting in the course of his or her employment by the **Insured** occurring during the **Period of Insurance** and caused by, through or in connection with the use of an **Insured Vehicle**, which includes:
- 10.1.1 goods being carried by or falling on, in or from the **Insured Vehicle**; or
 - 10.1.2 the operation of loading and unloading the **Insured Vehicle** but not the collection or delivery of the load to or from the **Insured Vehicle** beyond the limits of any carriageway or thoroughfare.

11. Limits of Liability – Sections 2 and 3

11.1 Carriage of Hazardous Goods

If cover is shown as applicable in the **Policy Schedule** or by **Endorsement**, if at the time of an accident giving rise to a claim under the **Policy** an **Insured Vehicle** is being used for the transportation of goods that would otherwise be excluded under Clause 13.2.3 (Non-Compliance with Dangerous Goods Code), where the transportation of such goods is in compliance with the:

- 11.1.1 Australian Code for the Transport of Explosives by Road and Rail;
- 11.1.2 Australian Dangerous Goods Code;

as applicable, then the aggregate liability of the **Insurer** under Sections 2 and 3 combined is \$1,000,000 in respect of all claims attributable to the goods so carried, arising out of one event and in any **Period of Insurance**.

11.2 Sections 2 and 3 Combined

The aggregate liability of the **Insurer** under Sections 2 and 3 combined is limited to the amount specified in the **Policy Schedule** in respect of all claims whatsoever and howsoever arising out of any one accident or series of accidents arising out of one event.

Extensions to Sections 2 and 3

The following benefits apply subject to any applicable **Sub-Limits of Liability** specified in the **Policy Schedule** or **Policy** provisions and, other than in respect of Extension 11.4 (Legal Costs), are inclusive of the **Limit of Liability**.

11.2 First Aid Costs

The **Insurer** will pay reasonable expenses, up to the maximum amount specified in the **Policy Schedule**, incurred at the scene of the accident by the **Insured** or the **Driver** of the **Insured Vehicle** for first aid to others who suffered bodily injury as a result of an accident involving the **Insured Vehicle** not otherwise recoverable under any statutory scheme or compulsory insurance, provided the **Insurer** is not prohibited at law from paying such costs, including any prohibition under the Health Insurance Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth).

11.3 Indemnity to Other Persons

The **Insurer** will extend the indemnity provided to an **Insured** under Sections 2 and 3 of the **Policy** to:

- 11.3.1 any person who was driving, using or in charge of an **Insured Vehicle** with the **Insured's** permission or implied consent provided such person is not entitled to indemnity under any other policy of insurance or legislation;
- 11.3.2 the **Insured's** employer, principal or business partner arising out of the use by the **Insured** of an **Insured Vehicle**;
- 11.3.3 the Commonwealth and State Governments arising out of the use by the **Insured** of an **Insured Vehicle** on government business; and
- 11.3.4 any passenger travelling in or on, entering into or alighting from an **Insured Vehicle**.

11.4 Legal Costs

The **Insurer** will pay, the **Limit of Liability**, all legal costs and expenses incurred with prior written consent (such consent not to be unreasonably withheld or delayed) and claimant's costs and expenses awarded against the **Insured** in the defence of any court proceedings in respect of which the **Insured** is entitled to indemnity under Sections 2 and/or 3 of the **Policy**. Furthermore, the **Insurer** will pay reasonable legal expenses incurred with prior written consent (not to be unreasonably withheld or delayed) for representation at any formal legal inquiry or at any coroner's inquest.

11.5 **Movement of Other Vehicles**

The **Insurer** will indemnify the **Insured** in accordance with the cover under Sections 2 and 3 of the **Policy** for loss or damage to property resulting from the **Insured** moving any vehicle parked in a position which prevents or impedes the loading, unloading or legitimate passage of the **Insured Vehicle**.

11.6 **Substitute Vehicle**

The **Insurer** will indemnify the **Insured** in accordance with the cover under Sections 2 and 3 of the **Policy** for **Accidental Damage** caused by a vehicle being used by the **Insured** as a **Substitute Vehicle**.

The **Insurer** will provide this indemnity only if:

- 11.6.1 one **Substitute Vehicle** is being used at any one time in place of an **Insured Vehicle**;
- 11.6.2 the **Substitute Vehicle** is not already covered under another insurance Policy; and
- 11.6.3 the **Substitute Vehicle** is not owned by the **Insured**.

11.7 **The Insured's Liability as a Principal**

The **Insurer** will indemnify the **Insured** in accordance with the cover under Sections 2 and 3 of the **Policy** in respect of any motor **Vehicle** not owned or supplied by the **Insured** which is in the charge of or being driven by a person authorised to use the **Vehicle** on behalf of the **Insured** in connection with the **Business** of the **Insured** provided such person is not entitled to indemnity under any other policy of insurance.

11.8 **Towage**

The **Insurer** will indemnify the **Insured** in accordance with the cover under Sections 2 and 3 of the **Policy** against legal liability arising from the towage of a trailer or the towing of a disabled mechanically propelled vehicle, provided always that:

- 11.8.1 not more than one disabled mechanically propelled vehicle is being towed at any one time; or
- 11.8.2 the number of trailers being towed at any time does not exceed the number permitted by law.

11.9 **Uninsured Motorist**

Where the Description of Cover is Third Party Liability Only in respect of the **Insured Vehicle** the subject of loss or damage, the **Insurer** will pay up to the maximum amount specified in the **Policy Schedule** per event, per vehicle, for damage to the **Insured Vehicle** caused in an accident with an **Uninsured Vehicle**, provided that:

- 11.9.1 the **Insurer** agrees that the accident was substantially the fault of the driver of the **Uninsured Vehicle**; and
- 11.9.2 the **Insured** provides the **Insurer** with the full name and the address of the driver of the **Uninsured Vehicle**, and the registration number of the **Uninsured Vehicle**, unless the circumstances of the accident are such that it is beyond the control of the **Insured** to obtain such details; and
- 11.9.3 the **Insurer** is not legally prohibited from attempting recovery against the driver of the **Uninsured Vehicle**.

12. Exclusions to Sections 2 and 3

Section 3 of this **Policy** does not cover:

12.1 **Death / Bodily Injury**

- 12.1.1 any liability required to be covered by any statutory scheme governing the payment of damages, compensation or expenses (whether limited in amount or not) for death or personal injury, or the compulsory insurance of any liability for such payment (whether held or not) caused by, through or in connection with the use of an **Insured Vehicle**;
- 12.1.2 any amount in excess of or below any monetary or other limitations or threshold amount imposed by law under any statutory compulsory insurance or fund, or accident compensation scheme;
- 12.1.3 any claim for which the **Insured** or any other person entitled to cover under Section 3 of the **Policy** would have been partially or wholly compensated but for the failure to insure or to register the **Insured Vehicle** or to lodge a claim in accordance with a requirement of any statutory compulsory insurance or fund, or accident compensation scheme;
- 12.1.4 any liability for death or personal injury to any person in charge of the **Insured Vehicle**, the **Insured's** employees including their family members, relatives or any person who normally resides with them, or the driver of the **Insured Vehicle** at the time of the occurrence; at the time of the occurrence;

12.1.5 any liability for death or personal injury arising from the use of an **Insured Vehicle**:

12.1.5.1 registered in the Northern Territory;

12.1.5.2 outside the **Territorial Limits**

Sections 2 and 3 of this **Policy** do not provide cover for:

12.2 **Fines and Penalties**

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

12.3 **Separate Statutory Policy**

any liability which the **Insured** or any other person or party to whom protection is given under this **Policy** is required by law to be **Insured** against, under a separate statutory Policy.

12.4 **Tool of Trade**

an **Insured Vehicle** being used as a **Tool of Trade**. However this Exclusion does not apply to any forklift which is registered for road use.

12.5 **Unregistered**

the use of an **Insured Vehicle** when it is unregistered.

13. General Exclusions – Applicable to All Sections except where otherwise specified

13.1 This **Policy** does not cover:

13.1.1 **Contractual Liability**

any liability arising under any undertaking or indemnity given or contracted by the **Insured** without the written consent of the **Insurer** (such consent not to be unreasonably withheld or delayed) unless such liability would have attached notwithstanding such undertaking or indemnity.

13.1.2 **Property in Custody or Control**

any loss or liability for damage to property of the **Insured** or property in the **Insured's** physical or legal custody whilst such property is on or being loaded onto or unloaded from an **Insured Vehicle**.

13.1.3 **Radioactivity/Nuclear Perils**

loss or liability caused by or arising from radioactivity, or from the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste or action of nuclear fission or fusion.

13.1.4 **Terrorism**

loss, damage, cost, expense or any liability of whatsoever nature directly or indirectly caused by or arising from:

13.1.4.1 any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or

13.1.4.2 any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.

13.1.5 **Underground Mining**

an **Insured Vehicle** whilst being used in underground excavation or underground mining.

13.1.6 **War**

loss or damage caused by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

13.2 This **Policy** does not provide any cover if at the time of an accident an **Insured Vehicle** and any attached caravan, trailer or **Vehicle** is being:

13.2.1 **Experiment / Demonstration**

used in an experiment, test, trial or demonstration other than for re-sale, repair or servicing purposes or when involved in a defensive driving course.

13.2.2 **Hire**

let on hire other than for a car pooling agreement in accordance with the provisions of the Transport Regulation (Car Pools) Act 1979 (Vic) or an equivalent statute or unless the **Insurer** has been notified and any special terms required have been agreed by the **Insurer** in writing.

13.2.3 **Non-Compliance with Dangerous Goods Codes**

used for the transportation of goods which are classified as dangerous under the:

13.2.3.1 Australian Code for the Transport of Explosives by Road and Rail or;

13.2.3.2 Australian Dangerous Goods Code, or as applicable, except as provided under Clause 11.1 (Carriage of Hazardous Goods) of this **Policy**.

13.2.4 **Overloading**

used to convey or tow a load in excess of that for which the **Insured Vehicle** or attached trailer was designed. Provided that this Exclusion 13.2.4 shall not apply if the **Insured** is able to prove to the reasonable satisfaction of the **Insured** that:

13.2.4.1 the event giving rise to a claim was not caused by or contributed to by such excess load; or

13.2.4.2 the **Insured** had no knowledge of such overloading

13.2.5 **Racing/Testing**

tested in preparation, or in use for a race, trial, test or contest or for pacemaking.

13.2.6 **Unauthorised Driver / Unlawful Acts**

13.2.6.1 driven or for the purpose of being driven is, to the knowledge of the **Named Insured**, in the charge of any person other than a fully authorised **Driver** under all relevant laws, by-laws and regulations.

13.2.6.2 driven by or is in the charge of any person:

13.2.6.2.1 while under the influence of an illegal drug;

13.2.6.2.2 with a percentage of alcohol in their breath or blood in excess of that permitted by law; or

13.2.6.2.3 who is convicted of the offence of refusing to take a breathalyser or blood test when requested to do so in a lawful manner, except where there are any relevant statutory provisions to the contrary.

This Exclusion 13.2.6 will not apply if the **Insured** proves to the reasonable satisfaction of the **Insured** that whilst permission was given for such person to use the **Insured Vehicle**, the **Insured** did not know, or could not reasonably have known, that the person was so unauthorised or affected.

13.2.7 **Unlawful Purpose**

used for an unlawful purpose by the **Insured** or is being so used by some other person with the expressed or implied consent of the **Insured**.

13.2.8 **Unroadworthy or Unsafe**

used whilst in an unsafe or unroadworthy or damaged condition and such condition caused or contributed to the loss or liability.

14. General Terms and Conditions – Applicable to All Sections

14.1 Additional Vehicles

Provided that a **Vehicle** is of a like and similar kind to those currently **Insured** by the **Policy**, the **Insurer** will automatically cover any additional and/or replacement **Vehicle** acquired, hired, leased, rented, on loan to or used by or on behalf of the **Insured** during the **Period of Insurance**, whether on a permanent or temporary basis, from the time the **Insured** becomes legally responsible therefore, for the **Insured's** legal liability under Sections 2 and/or 3 and for Section 1 damage for a limit of liability equivalent to the vehicle's **Market Value** or **Sum Insured** (if applicable) or \$100,000 or such other limit of liability specified in the **Policy Schedule** in respect of Additional Vehicles, whichever is the lesser.

The limit of liability in respect of Additional Vehicles shall not apply where the **Insurer** has been notified of, and accepted in writing within 28 days, details of an Additional Vehicle and of that vehicle's purchase price or value and the **Insured** pays any additional **Premium** and **Excess** imposed.

14.2 Cancellation

This **Policy** may be cancelled at any time at the request of the **Insured**.

The **Insurer** may also cancel this **Policy** on any grounds set out in the Insurance Contracts Act 1984 (Cth) by giving the **Insured** written notice of such cancellation in accordance with the Act.

The **Insurer's** notice of cancellation takes effect at the earlier of the following times:

- 14.2.1 the time when another **Policy** of insurance between the **Insured** and the **Insurer** or some other **Insurer**, being a **Policy** that is intended by the **Insured** to replace this **Policy**, is entered into; or
- 14.2.2 4.00 PM on the fourteenth (14th) business day after the day on which notice was given to the **Insured**.

In the event that either the **Insured** or the **Insurer** cancels this **Policy** the **Insurer** will refund the pro-rata premium commensurate with the unexpired **Period of Insurance** from the date of cancellation.

14.3 Care of Insured Vehicle

The **Insured** must take reasonable steps at all times to safeguard **Insured Vehicles** from loss or damage and to maintain them in an efficient, safe and roadworthy condition.

14.4 Claims Procedure

14.4.1 Notification

The **Insured** or someone acting on the **Insured's** behalf, must as soon as practicable:

- 14.4.1.1 notify the **Insurer** of any accident or damage or loss;
- 14.4.1.2 notify the police of theft and/or malicious damage losses;
- 14.4.1.3 send to the **Insurer** any letter of demand, claim, writ or summons relating to an accident involving an **Insured Vehicle**; and
- 14.4.1.4 assist the **Insurer** in connection with any claim or legal action relating to that accident.

14.5 Repairing Your Vehicle

You may choose the repairer of **Your Vehicle** or **We** can recommend a repairer from **Our** preferred network of repairers. **We** will ask the repairer to provide a quotation for the work that is required to repair **Your Vehicle**. **If We** consider that the quotation is for reasonable cost of repairs to **Your Vehicle**, **We** will authorise the repairer to carry out the repairs.

However, if **We** do not consider **Your** quotation is the reasonable cost of repairs basing this decision on a balanced consideration of relevant factors, **We** will pay **You** the amount that **We** determine to be the reasonable cost for repairs to **Your Vehicle**. This amount will be determined by a motor vehicle assessor appointed by **Us** inspecting the damage to **Your Vehicle**, and reviewing, adjusting and/or amending **Your** repairer's quotation in a fair and balanced way on the basis of relevant considerations. **We** may also compare **Your** repairer's quotation with a quotation **We** obtain from a repairer **We** choose.

If **We** do not authorise repairs and **We** pay **You** the amount **We** determine would be the reasonable cost for the repairs, **We** will not guarantee the quality of workmanship and materials.

If **We** elect to repair **Your Vehicle**:

When **Your Vehicle** is repaired and is within the manufacturer's new vehicle warranty period, **We** will use original equipment (OEM) parts when **We** authorise repairs to **Your** vehicle. However Australian Design Rules (ADR) compliant parts may be used for the replacement of windscreens and window glass.

Where **Your Vehicle** is outside the manufacturer's new vehicle warranty period, **We** may use reusable parts or parts that are not

manufactured by a supplier to the vehicle's original manufacturer which:

- (i) are consistent with the age and condition of **Your Vehicle**;
- (ii) do not affect the safety or the structural integrity of the **Your Vehicle**;
- (iii) comply with the vehicle manufacturer's specifications and applicable Australian Design Rules;
- (iv) do not adversely affect the post-repair appearance of **Your Vehicle**; and
- (v) do not void or affect the warranty provided by the vehicle manufacturer.

In repairing the **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** on sedans, station wagons, motorcycles or utilities or trucks up to a maximum capacity of two (2) tonnes. This guarantee is for the life of the **Insured 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 not pay the cost of replacing an entire set and/or pair when not all of the set and/or pair are damaged.

If any part or **Accessory** is unobtainable following an **Accident** which is the subject of a claim under this section, **We** will only pay the latest printed list price of such item in Australia or the cost of a comparable item for a similar make of **Vehicle** plus the reasonable cost of fitting.

If **Your Vehicle** is a privately imported vehicle (i.e. not brought into Australia by the manufacturer or its appointed agent for first sale), **We** will only pay the costs of parts to repair **Your Vehicle**. **We** will not pay for the costs of conversion or reengineering of imported parts (i.e. from left to right hand drive format). **You** will be required to pay for any reengineering costs, **We** will advise **You** and obtain **Your** consent (such consent not to be unreasonably withheld or delayed) prior to authorising any repairs.

You or **Your** repairer must obtain **Our** written agreement to start repairs before **We** will accept responsibility for them.

- **You** must make **Your Vehicle** available for inspection by **Us** at any reasonable time when **We** request it; and
- Comply with the Claims procedure or other procedure as detailed in this document.

14.6 Subrogation – Liability not to be Admitted

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured** without the written consent of the **Insurer** (not to be unreasonably withheld or delayed) who shall have the right and the duty to take over and conduct in the name of the

Insured the defence or settlement of any claim or to prosecute in the name of the **Insured** for the **Insurer's** own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim subject to the **Insured's** right to be informed of the status of proceedings and to be consulted where appropriate. The **Insurer** shall take into account the reputational impact on the **Insured** and the **Insured** shall give all such information and assistance as the **Insurer** may reasonably require.

Any amount recovered in excess of the **Insurer's** total payment shall be restored to the **Insured** less the cost to the **Insurer** of such recovery.

14.7 Cross Liability

Where the **Insured** is comprised of more than one party, the words "the **Insured**" shall be considered as applying to each party comprising the **Insured** in the same manner as if that party were the only party named herein as the **Insured**. Nothing contained in this clause shall operate to increase the **Insurer's Limit of Liability**.

14.8 Difference in Excess – Hired in Vehicles

Where **Insured Vehicles** have been hired in by the **Insured** for purposes of the **Business** and insurance is maintained by the hirer, this **Policy** extends to provide cover to the **Insured** for any additional difference in the **Excess** of this **Policy** and that of the hire company.

14.9 Excess

The **Insurer** will not pay the first amount of any loss, damage or liability specified as the "Standard Excess" and the next amount of any loss, damage or liability specified as the "Age and Inexperienced Drivers Excess" or "**Imposed Excess**" in the **Policy Schedule**.

Provided that neither Excess will be payable where:

- 14.9.1 the damage is limited to windscreen or window glass damage only, and the vehicle is either a sedan, van, utility, four wheel drive or goods carrying **Vehicle** with a capacity of less than five (5) tonnes; or
- 14.9.2 the **Insurer** acting reasonably, agrees that the accident was substantially the fault of the other party; and
- 14.9.3 the **Insured** provides the **Insurer** with the full name and the address of the driver responsible for the accident, and the registration number of the other **Vehicle**, unless the circumstances of the accident are such that it is beyond the control of the **Insured** to obtain such details; and
- 14.9.4 the **Insurer** is not legally prohibited from attempting recovery against the person responsible for the accident.

Provided further that for each event or series of events arising from one originating cause involving an articulated **Insured Vehicle**, only one **Excess** shall apply to each set of articulated **Insured Vehicles**, as if each set was one **Insured Vehicle**. Where the prime mover and trailer(s) have different **Excesses**, the highest **Excess** will apply.

14.10 Fraudulent Claims

Where a claim is fraudulently made by the **Insured**, the **Insurer** may refuse payment of any part of the claim and may seek repayment of any sums previously paid. In addition, the **Insurer** may cancel this **Policy** by giving the **Insured** three (3) business days written notice to that effect. This Condition 14.10(Fraudulent Claims) takes precedence over Condition 14.2 (Cancellation).

14.11 Goods and Services Tax(GST)

GST, Input Tax Credit, Acquisition and Supply have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation as amended from time to time.

Taxable Percentage is the **Insured's** entitlement to an Input Tax Credit on the Premium as a percentage of the total GST on that Premium.

- 14.11.1 Where the **Insurer** makes a payment under this **Policy** for the Acquisition of goods, services or other Supply, the amount of the payment will be reduced by the amount of any Input Tax Credit that the **Insured** is, or will be, entitled to in relation to that Acquisition, whether or not the **Insured** makes that Acquisition.
- 14.11.2 Where the **Insurer** makes a payment under this **Policy** as compensation instead of payment for the Acquisition of goods, services or other Supply, the **Insurer** will reduce the amount of the payment by the amount of any Input Tax Credit that the **Insured** would have been entitled to had the payment been applied to acquire such goods, services or other Supply.

Any GST amount paid by the **Insurer** shall be in addition to the **Limits of Liability** specified in the **Policy Schedule**.

No payment shall be made to the **Insured** for any GST liability that they may acquire upon settlement of a claim if the **Insured** has not informed the **Insurer** of its correct Taxable Percentage.

14.12 Interested Parties

Any interested party is to be notified to Insurers and noted on the **Policy Schedule** including the nature of their interest.

14.13 Interpretation

- 14.13.1 Headings are for ease of reference only and shall not form any part of the context or affect the interpretation of this **Policy**.
- 14.13.2 Where an expression, word or phrase is given a particular meaning, then other parts of speech based on that expression word or phrase and other grammatical forms of that expression, word or phrase have corresponding meanings.
- 14.13.3 Words importing the singular shall include the plural and vice versa.
- 14.13.4 A reference to a person includes an individual, a body corporate, partnership, joint venture, incorporated or unincorporated association, trust, authority, State, government or quasi government agency.
- 14.13.5 A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and also any subordinate legislation issued under, that legislation or legislative provision.
- 14.13.6 All amounts referred to in the **Policy** are in Australian currency unless expressly specified otherwise.

14.1.4 Premium Adjustment – Individually Rated Insured Vehicles

The **Insured** shall declare to the **Insurer** details of any additional and/or replacement **Vehicle** and/or of any **Vehicle** disposed of within twenty-eight (28) days of the date of acquisition or disposal, from which date any additional or return premium shall be calculated.

The requirement to declare details of any additional and/or replacement **Vehicle** within twenty-eight (28) days shall take precedence over any conflicting provision of Clause 14.1 (Additional Vehicles) when the premium is determined on the basis of individually rated **Insured Vehicles**.

14.1.5 Registration of Vehicles

The cover granted by this **Policy** for loss of or damage to property and/or loss of use of property shall not be prejudiced in the event that the registration of the **Insured Vehicle** is cancelled or suspended as a consequence of traffic or parking default provided that the **Insured** described in Clause 1.10.1 did not know that the registration of the **Insured Vehicle** had been cancelled or suspended at the time of the incident giving rise to the claim.

14.1.6 Release

The **Insurer** agrees to waive any rights and remedies or relief to which they may become entitled by subrogation against:

- 14.1.5.1 each party comprising the **Insured**, including directors, trustees, officers, employees, partners or shareholders other than in respect of wilful misconduct;
- 14.1.5.2 any person who was driving, using or in charge of an **Insured Vehicle** with the **Insured's** permission or implied consent provided that the **Insured Vehicle** was not being used for Business purposes other than those of the **Insured** described in Clauses 1.10.1;
- 14.1.6.3 the **Insured's** employer, principal or partner arising out of the use by the **Insured** of an **Insured Vehicle**;
- 14.1.6.4 all contractors and sub-contractors of the **Insured**; and
- 14.1.6.5 any other entity or person whenever the **Insured** has been required by contractual agreement to release such parties from liability arising from any event **Insured** against by this **Policy**, and such waiver and/or release is allowed without prejudice to this insurance. Provided that such waiver and/or release does not apply to a person using or in charge of an **Insured Vehicle**;
- 14.1.6.6 while under the influence of an illegal drug;
- 14.1.6.7 with a percentage of alcohol in their breath or blood in excess of that permitted by law;
- 14.1.6.8 who is convicted of the offence of refusing to take a breathalyser or blood test when requested to do so in a lawful manner; or
- 14.1.6.9 who is convicted of an offence of reckless or dangerous driving.

14.1.7 Salvage

If the **Insurer** declares an **Insured Vehicle** to be a **Total Loss** and the **Insurer** makes payment according to the cover provided by this **Policy**, the **Insured** must allow the **Insurer** to take possession of the damaged **Insured Vehicle**. If the **Insurer** does not take possession of a damaged vehicle, the **Insured** cannot abandon its responsibilities for the **Insured Vehicle**. Whether the **Insurer** does or does not take possession, the **Policy** will cover the costs and expenses to remove any signwriting and artwork on, in or attaching to the **Insured Vehicle**.

14.1.8 Sanctions

Notwithstanding any provisions of the **Policy**, the **Insurer** shall not be deemed to provide coverage and will not make any payments nor provide any services or benefit to any **Insured** or to any other party to the extent that such cover, payment, service or benefit would violate any applicable trade or economic sanctions, law or regulation.

14.1.9 Transfer of Interest

No interest in this **Policy** can be transferred without the written consent of the **Insurer** (such consent not to be unreasonably withheld or delayed).

Sydney

Level 33
201 Kent Street
Sydney NSW 2000

GPO Box 4189
Sydney NSW 2001

phone 02 9253 7000
fax 02 9253 7001

Brisbane

Level 2
175 Eagle Street
Brisbane QLD 4000

GPO Box 65
Brisbane QLD 4001

phone 07 3223 7517
fax 07 3223 7545

Melbourne

Level 51
80 Collins Street
Melbourne VIC 3000

GPO Box 1230
Melbourne VIC 3001

phone 03 9211 3000
fax 03 9211 3500

oneunderwriting.com.au

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