



Heavy Motor Insurance

Product Disclosure Statement and Policy Wording



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PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

This document contains two parts:

- Part A is the Product Disclosure Statement (**PDS**); and
- Part B is the Policy Wording. The Policy Wording sets out the terms, conditions and exclusions relating to the insurance. It also describes your rights and obligations under the Policy.

This PDS was prepared on 24 July 2025 and is authorised for distribution by the insurer, Berkshire Hathaway Specialty Insurance Company (Inc. in Nebraska, USA. Liability is Limited) ABN 84 600 643 034. Where words or expressions used in the PDS or Policy Wording (Part B) have a special meaning, We have used the same terms in both parts of this document. These defined terms begin with a capital letter and their special meaning is explained in the section of the Policy Wording under the heading “Definitions” at the back of this document.

The information in this document is current at the date it was prepared. We may update some of the information in the PDS from time to time without needing to notify You. A copy of any updated information can be obtained by calling TLI on (07) 2143 4917. A supplementary or new PDS will be issued if it is necessary.

Part A - Product Disclosure Statement

■ INTRODUCTION

This Product Disclosure Statement (**PDS**) has been prepared to help You understand the key features of the insurance so You can make an informed decision about whether to purchase this insurance. It describes the main features, benefits and costs of the heavy motor vehicle fleet insurance as well as information about Your duty of disclosure. The PDS also sets out how disputes may be dealt with, cooling off rights and other relevant information, including other rights, terms, conditions, exclusions and obligations under the Policy. Read this document (including the Policy Wording in Part B) carefully to understand the features and benefits of the insurance, before You decide whether to hold this insurance.

While the PDS provides a summary of the significant benefits and features of the insurance, You should also read the Policy Wording to understand what You are and are not covered for. Exclusions should be read carefully as they will tell You what is not covered by the Policy. You can also review the Target Market Determination (**TMD**) for this product if You want to understand whether it is suited to Your needs and whether You are part of the target market. The TMD is available at <https://tliunderwriting.com.au/target-market-determination>.

■ ABOUT THE INSURER

Berkshire Hathaway Specialty Insurance Company (Inc. in Nebraska, USA. Liability is Limited) ABN 84 600 643 034 (AFSL 466713) (**We, Us, Our**) is the insurer of the Policy. Our address and contact details are:

Address: GPO Box 650 Sydney NSW 2001

Email: australia@bhspecialty.com

We are authorised to carry on insurance business in Australia by the Australian Prudential Regulation Authority (**APRA**) in accordance with the *Insurance Act 1973* (Cth).

■ ABOUT TLI

TLI Underwriting Pty Ltd ABN 73 685 540 381 (**TLI**) is an authorised representative (AR No. 1316479) of ATL Insurance Group Pty Ltd, which holds an Australian financial services licence (AFSL No. 333234). TLI operates under a written delegated binding authority issued by us to issue and administer this insurance as Our agent. In offering the Policy, TLI acts for us, and not for you. Enquiries about this insurance should be directed to TLI.

Address: Level 5, 200 Adelaide Street, Brisbane QLD 4000

Tel: (07) 2143 4917

Email: enquiries@tliunderwriting.com.au

THE POLICY

When You purchase the insurance, TLI will issue You with a Policy Schedule, which describes what We have agreed to cover and other important information relating to Your coverage, including any applicable Excess, limits and sub-limits. The Policy Wording, the Policy Schedule, and any endorsement, amendment or alteration to Your Policy will form the legal contract between You and Us and together is referred to as the "Policy". Please keep these documents in a safe place for future reference. The PDS does not form part of the contract of insurance.

YOUR DUTY OF DISCLOSURE

Before You enter into the Policy with Us, You have a duty under the Insurance Contracts Act to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate the Policy.

You do not need to tell us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- that We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If You do not tell Us something

If You fail to comply with the duty of disclosure, We may reduce Our liability under the Policy in respect of a claim or may cancel the Policy or do 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.

MAIN FEATURES AND BENEFITS OF THIS INSURANCE

This Policy covers You for loss or damage to Your Vehicle or Mobile Plant caused by or arising from an Accident or theft (**Section 1**) and for Your legal liability to third parties resulting from an Accident caused by or arising out of the use of Your Vehicle (**Section 2**). The Policy does not cover liability arising from the use of Mobile Plant as a tool of trade, only liability caused or arising from where the Mobile Plant is operated as a vehicle, hauled or transported.

We also provide additional benefits under this Policy, and the exclusions mean that there are certain circumstances when You may not be covered under this Policy. The following is a summary only of the cover, and does not form part of Your Policy Wording or contract with Us. You must read the whole of the Policy Wording, including all terms and conditions, exclusions and other parts of the Policy Wording to understand the coverage provided by this insurance and to make sure it meets Your requirements.

Section 1 – Loss or Damage to Your Vehicle or Mobile Plant from Accident or theft

Under Section 1:

- We will repair, replace or reinstate damaged parts and pay for the amount of loss or damage to Your Vehicle or Mobile Plant caused by or arising from an Accident or theft.
- If We elect to replace Your Vehicle or Mobile Plant but You choose not to do so, We will pay the Sum Insured, or the Market Value of the Vehicle or Mobile Plant, whichever is the lesser.
- If, acting reasonably, We declare:
 - Your Vehicle a Total Loss within the first three (3) years of its original registration; or
 - Your Mobile Plant a Total Loss within three (3) years of the date of purchase as new for Your Mobile Plant,

We will replace Your Vehicle or Mobile Plant with a new vehicle or mobile plant (of equal model or the nearest available model).

We will not pay more than the Sum Insured or \$10,000,000 in total whichever is the lesser for loss or damage to Your Vehicle or Your Mobile Plant or for any claims under Section 1 arising out of any one (1) Accident.

Additional benefits are also available under Section 1.

Section 2 – Third Party Liability

Under Section 2, We will cover You for Your legal liability arising from the use of Your Vehicle (registered for road use) for damage caused to the property of another person or Personal Injury to others or You or any person legally licensed to drive or be in charge of or board or alight from Your Vehicle with Your permission.

We will not pay:

- More than the Limit of Liability for Your legal liability arising from an Accident under this section.
- More than \$2,500,000 (unless otherwise shown on Your Policy Schedule) for Your legal liability from an Accident arising from the carrying of Dangerous Goods.
- For any Personal Injury liability covered by, or which should be covered by, a statutory, compulsory insurance or fund.

Additional benefits are also available under Section 2.

EXCESS

The Excess is the amount You must contribute towards the costs of any claim You make under the Policy. You may have to pay additional Excesses in certain circumstances which are shown on the Policy Schedule.

We may choose to waive the Excess in certain circumstances (for example, where You or Your Driver were not at fault and You have reasonable proof of this and can identify the at-fault third party driver).

PREMIUM CALCULATION

The insurance provided under this Policy is subject to Your payment or agreement to pay the premium to Us.

When We calculate Your premium, We consider various factors, including the:

- type of cover requested;
- type and value of Vehicle(s);
- type of freight carried;
- location and operating radius of the Vehicle(s);
- age and specific experience of drivers;
- Excess levels selected;
- loss / claims history from prior years; and/or
- risk management procedures undertaken by Your business.

Your premium also includes any relevant compulsory government charges, taxes or levies (e.g. GST, stamp duty and fire service levy). A breakdown of the total amount You need to pay as premium is included in Your Policy Schedule.

COOLING OFF PERIOD

If this Policy does not meet Your requirements or You change Your mind about this Policy, You may cancel it by notifying TLI in writing within twenty-one (21) days from the date We issued the Policy. When You cancel during the cooling off period, You will be entitled to a refund of the amount You have paid (less any non-recoverable taxes or duties) provided You have not made a claim under the Policy.

For more information on how to cancel Your Policy, refer to General Condition 16 in Part B (Policy Wording).

RENEWAL OF YOUR POLICY

We will advise You whether We intend to offer renewal of Your Policy and if so on what terms, at least fourteen (14) days before Your Policy expires. Unless We tell You otherwise, the Policy will be renewed on the same terms contained in this document.

If We offer renewal, We will send a notice advising the renewal terms and the amount payable to renew the Policy. You must check the terms of any renewal offer before You renew to make sure all details are correct.

In particular, carefully consider whether the Sum Insured amounts, Excess/(es) applicable and the levels of cover are appropriate for You. You also need to take into account any underinsurance provisions of the Policy.

Please note that You need to comply with Your Duty of Disclosure before each renewal (see above).

CLAIM NOTIFICATION PROCESS

To make a claim, You must notify TLI as soon as reasonably practicable after an event has occurred which You believe has, or is likely to, give rise to a claim under the Policy using the contact details set out in this PDS. You may contact TLI by writing to claims@tliunderwriting.com.au or using the contact details shown on page 5 of this document.

Be mindful that Our liability to pay a claim under this Policy is subject to compliance with the procedures set out under the headings General Exclusions and General Conditions of the Policy. You should familiarise Yourself with those sections in order to avoid unexpected complications with a claim.

For further details about how We settle claims and what is required for Us to settle Your claim, refer to the General Claims Conditions and the Basis of Settlement.

COMPLAINTS AND DISPUTE RESOLUTION PROCESS

We and TLI are dedicated to providing You with a high standard of service and we want to ensure we maintain these standards at all times. If You are dissatisfied with Your Policy, the assessment of Your claim, or the services We have provided to You, You may contact TLI in the first instance by writing to complaints@tliunderwriting.com.au or using the contact details shown on page 5 of this document and they will do their best to resolve Your concerns or complaint.

TLI will acknowledge receipt of Your complaint within 24 business hours of receiving it. TLI will then share Your complaint with Us to consider all facts and circumstances. We will keep You updated every ten (10) business days until resolution.

Our dispute resolution process is free of charge, and We will make a final decision in relation to Your complaint within thirty (30) calendar days of the date on which You first made the complaint. If there is a delay with this timeline, We will tell You in writing about the reasons for the delay.

If Your complaint is not resolved to Your satisfaction or Your complaint remains unsolved after thirty (30) calendar days of the date on which You first made the complaint, You may be entitled to have Your complaint heard by the Australian Financial Complaints Authority (**AFCA**). AFCA provides advice and assistance to consumers to help them in resolving complaints relating to members of the financial services industry. We have membership with AFCA and decisions made by the AFCA are binding on Us and TLI, provided You accept the decision.

AFCA can be contacted using the following information:

Australian Financial Complaints Authority

Post: GPO Box 3, Melbourne VIC 3001

Telephone: 1800 931 678

Email: info@afca.org.au

Website: www.afca.org.au

Where Your complaint is eligible to be heard by AFCA, it must be referred to AFCA within 2 years of Our final decision, unless AFCA considers special circumstances apply. If Your complaint is not eligible for consideration by AFCA, You have the option of seeking other remedies.

We agree that:

- (a) if a dispute arises under the Policy, the Policy will be subject to Australian law and practice and We will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (b) if a suit is instituted against Us, We will abide by the final decision of such Court or any competent Appellate Court.

GENERAL INSURANCE CODE OF PRACTICE

We proudly support the General Insurance Code of Practice (the **Code**). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The Code Governance Committee (**CGC**) is an independent body that monitors and enforces insurers' compliance with the Code. For further information on the Code, please visit www.codeofpractice.com.au

■ FINANCIAL CLAIMS SCHEME

The Federal Government's Financial Claims Scheme (**FCS**) is designed to protect certain claimants under a protected policy from the insolvency of general insurers authorised under the *Insurance Act 1973 (Cth)*.

Subject to the applicable eligibility criteria, You may be entitled to payment under the FCS, which is administered by APRA.

Information about the FCS can be obtained from APRA at www.apra.gov.au or by calling 1300 558 849.

■ PRIVACY

We and TLI respect Your privacy and we are bound by the *Privacy Act 1988 (Cth)* (**Privacy Act**) and the Australian Privacy Principles (**APPs**), when collecting and handling Your personal information.

We and TLI will only collect personal information from or about You for the purpose of assessing Your application for insurance and administering Your insurance Policy, including any claims You make or claims made against You.

Disclosure to Third Parties

We and TLI may need to disclose personal information to other entities within Our group, reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, Our advisers, Our agents, Our administrators and those involved in the claims handling process (including assessors, investigators and others), for the purpose of assisting Us, TLI and them in providing relevant services and products, or the purpose of recovery or litigation. These entities may be located in Australia or overseas, including in India, Singapore, Hong Kong, Malaysia, New Zealand, the United Kingdom, Germany and the United States of America or countries where overseas medical or assistance services are provided.

Where such disclosure is made, We make all reasonable efforts to ensure that the arrangements We have in place with overseas parties impose appropriate privacy and confidentiality obligations on those parties to ensure that imparted personal information is kept secure and that such information is only used for the purposes noted above. If We and TLI disclose information to someone overseas, We and TLI will ensure that they are subject to laws with equivalent protection as the Privacy Act or that they agree to hold and deal with Your personal information in a manner that affords You similar protection.

We and TLI may also disclose personal information to people listed as co-insured on Your Policy and to family members or agents authorised by You. Disclosures may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law. We and TLI will request Your consent to any other purpose.

Consequences of not supplying personal information

Without Your personal information We and TLI may not be able to issue insurance to You or process Your claim.

Privacy Policy and how you may contact us

TLI's Privacy Policy is available at: <https://tliunderwriting.com.au/privacy-policy>

Our Privacy Policy is available at: <https://www.bhspecialty.com/privacy-policy/privacy-policy-australia/>

If You wish to obtain details of the personal information We and TLI hold about You (including to correct or update the personal information we hold about You), or if You have a complaint about a breach of Your privacy, please refer to Our privacy policy available at the link above, or contact TLI by email at privacy@tliunderwriting.com.au or Us by email at australasia.privacy.compliance@bhspecialty.com.

Part B - Policy Wording

■ OUR AGREEMENT WITH YOU

Subject to the terms, conditions and exclusions in this Policy and provided:

- (a) You have paid Us the premium; and
- (b) You have suffered loss, damage or incurred a legal liability arising from an Accident; and
- (c) the Accident occurs within the Territorial Limits and during the Policy Period,

We will indemnify You against loss or damage to Your Vehicle and Mobile Plant and Your legal liability arising from the use of Your Vehicle only up to the corresponding Sum Insured or Limits of Liability stated in the Policy Schedule and Policy, in all cases strictly in accordance with the terms of this Policy.

■ GENERAL CONDITIONS

1. Premium

You must pay Your premium as stated in the Policy Schedule. If You fail to pay the premium by the due date, We may cancel Your Policy for non-payment.

2. Payment of Unpaid Premium When Your Vehicle is a Total Loss

If Your Vehicle or Mobile Plant is a Total Loss and We have agreed to pay Your claim:

- (a) the amount of any unpaid premium for the Policy Period will be deducted from the amount payable to You for the claim; and
- (b) if We are replacing Your Vehicle or Mobile Plant, You must pay Us the balance of any unpaid premium or instalments for the Policy Period.

3. Obligation To Take Reasonable Care

You must take all reasonable care to:

- (a) maintain Your Vehicle(s) and/or Mobile Plant in sound condition and to minimise or avoid theft by maintaining reasonable security measures;
- (b) comply with all statutory obligations, by-laws, regulations, Public Authority requirements that apply to You;
- (c) meet at all times all applicable safety requirements, including those relating to fire appliances;
- (d) prevent, minimise or mitigate any loss, damage or liability; and
- (e) only employ competent employees, agents and contractors and ensure they meet the requirements specified in paragraphs (a) to (d) above.

4. Notification of Material Changes

You must notify Us in writing of all changes materially affecting the facts or circumstances existing at the commencement of this Policy, or at any subsequent renewal date, as soon as reasonably practicable after such change comes to Your attention. Any additional premium as a result of the change must be paid by You.

5. Transfer of Ownership

In the event that You sell or otherwise dispose of Your Vehicle or Mobile Plant, then insurance cover for that Vehicle or Mobile Plant available under this Policy will end at the time of such sale or disposal. We will refund Your premium for the unused portion of the Policy Period.

6. Cancellation Rights

6.1 Cancellation process

You may cancel this Policy at any time by notifying Us in writing at the contact details shown at the start of this document. For more information on how to exercise your cancellation right during the cooling off period, please refer to the information under the 'Cooling Off Period' heading in Part A of this document.

We may cancel this Policy in any of the circumstances set out in the *Insurance Contracts Act 1984* (Cth) at any time by giving You written notice to Your address last notified to Us or electronically via email to the email address We hold on file for You. The cancellation will take effect at the later of:

- (a) 4.00pm on the 3rd business day, after the day on which the notice was sent to You; or
- (b) as otherwise required under the *Insurance Contracts Act 1984* (Cth).

6.2 Subrogation

Subject to the operation of the *Insurance Contracts Act 1984* (Cth) and any waiver We have agreed to give under the terms of this Policy, We are entitled to:

- (a) take the benefit or Your rights against another person or company before or after We have paid a claim where We have a legal right to pursue a person or company who is responsible for the loss or damage under the law; and
- (b) take over the defence or settlement of a claim against You by another person or company.

Any recovery We obtained whether by subrogation or otherwise, where We are permitted to make a recovery against that person by law, You may only recover from Us any amount by which the amount recovered by Us exceeds the amount paid to You under the Policy in relation to the loss or damage plus any amount We paid for administrative and legal costs incurred in connection with the recovery, provided that such excess does not exceed Your overall Loss.

6.3 Refund of premium

If You cancel Your Policy, We will be entitled to retain:

- (a) the pro rata premium for the period during which the Policy has been in force; and
- (b) any tax or duty paid or owing for which We are unable to obtain a refund.

If We cancel Your Policy, We will refund You the premium You have paid on a pro rata basis in relation to the unexpired Policy Period.

If We have paid a claim for a Total Loss in respect of a Vehicle or Mobile Plant under the Policy, You will not be entitled to a refund of premium in relation to that Vehicle or Mobile Plant.

7. Goods and Services Tax (GST)

Where We make a payment to You, or on Your behalf, under this Policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, or would have been entitled to under *A New Tax System (Goods and Services Tax) Act 1999* (**GST Act**), in relation to that acquisition, whether or not that acquisition is actually made.

Where We have arranged services directly with the repairer or supplier, We will pay up to the Sum Insured shown on Your Policy Schedule or other Policy limit including GST.

Where We make a payment to You, or on Your behalf, under this Policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, would have been entitled to, under the GST Act had the payment been applied to acquire such goods, services or other supply.

8. Governing Law and Jurisdiction

This insurance is subject to New South Wales law and to the jurisdiction of the courts of New South Wales.

■ GENERAL CLAIMS CONDITIONS

These Claims Conditions apply claims made under any Section of the Policy (unless stated otherwise). If You do not comply with any of the following conditions, We may be entitled to cancel Your Policy or refuse to pay Your claim or reduce the amount of the claim payment.

1. Your Duties When Making A Claim

You and any person entitled to cover under this Policy must:

- (a) notify Us in writing with full details as soon as reasonably practicable after any Accident that could result in a claim under this Policy;
- (b) forward to Us any communication received from other parties concerning an Accident which may lead to a claim under this Policy as soon as reasonably practicable after receipt of such communication;
- (c) tell Us as soon as reasonably practicable on becoming aware of any impending legal action or prosecution related to any Accident that may result in a claim under the Policy;
- (d) provide all necessary information and cooperation which We may reasonably require, including signing statutory declarations or other relevant documents;
- (e) refrain from admitting guilt or liability or negotiating any claim without obtaining Our written consent (such consent not to be unreasonably withheld or delayed);
- (f) grant Us full authority and discretion in the handling, defence and settlement of any claim;
- (g) subject to the *Insurance Contracts Act 1984* (Cth), provide reasonable assistance and cooperation to help Us to recover any payment We made from any person whom may be liable. We will have the right to take any necessary action in Your name to facilitate Our investigation or recovery efforts;
- (h) not authorise repairs other than expediting expenses (as described in Additional Benefit 4.7 in Section 1) to Your Vehicle without Our written consent (such consent not to be unreasonably withheld or delayed). We will however cover any expediting expenses described in Additional Benefit 4.7 in Section 1;
- (i) use reasonable endeavours to report the theft or malicious damage to Your Vehicle or Mobile Plant to the police as soon as reasonably practicable after becoming aware of it, and no later than five (5) business days after You first became aware; and
- (j) be honest and open in Your dealings with Us.

2. Excess

2.1 Payment of Excess

- (a) When You make a claim under the Policy, You will need to pay any applicable Excess.
- (b) The Excess is payable per Vehicle per claim unless otherwise shown on the Policy Schedule. The Excess will be refunded to You only if the full cost of the claim has been recovered.
- (c) A separate Excess shall be payable for each Vehicle(s) involved in an Accident or theft involving more than one Vehicle(s).

2.2 No fault Excess waiver

- (a) You are required to pay an Excess for each claim; however, We may choose to waive the Excess if all of the following conditions are satisfied:
 - (i) Your Vehicle is involved in a collision with another vehicle;
 - (ii) You have provided reasonable proof and acting reasonably, We determine that You or Your Driver were not at fault;

- (iii) You can identify and offer sufficient details of the at-fault third-party driver. You must provide:
 - (A) driver's name & driver's licence number;
 - (B) driver's phone number; and
 - (C) Current address and the registration number of the third-party vehicle; and
- (iv) The amount of Your claim exceeds the applicable Excess(s).
- (b) Please note that this Excess waiver does not apply:
 - (i) if Your Policy includes an Aggregate Excess or similar partial or fully self-insured arrangement; or
 - (ii) to claims relating to Mobile Plant.

2.3 Deciding Who is at Fault and Agreement to Settlements

- (a) Acting reasonably, We, will be solely responsible for deciding whether You contributed to the cause of an Accident.
- (b) If You do not consent to a settlement, compromise or discharge of a claim against You covered by this Policy which is acceptable to Us and to the relevant third-party claimant, You will not be prevented from defending the third party claim against You further, however, We will not be liable for any additional loss, cost or expense above the amount of such settlement, compromise or discharge which was acceptable to Us and the relevant third-party claimant including any legal costs incurred to that point.

3. Fraud

If You, or anyone acting for You, make a claim under this Policy knowing the claim to be false, We will not pay the claim and cancel Your Policy. You will no longer be covered under the Policy from the date of cancellation.

4. Salvage

If acting reasonably, We declare Your Vehicle or Mobile Plant to be a Total Loss and pay You its Market Value or its Sum Insured, You must allow Us to take possession of Your damaged Vehicle or Mobile Plant. If We choose not to take possession of Your damaged Vehicle or Mobile Plant, You cannot abandon Your responsibilities for the Vehicle or Mobile Plant to Us unless We agree to accept it.

We will sell the remains of the Vehicle or Mobile Plant and deal with the proceeds of the sale as follows:

- (a) We will retain an amount necessary to offset all amounts We have paid for the claim and costs We have incurred in selling the salvage.
- (b) We will pay to You any surplus over that amount.

5. Spare Parts, Extras and Accessories

If We are unable to repair the part, We will use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules. If such parts are not available, We may use appropriate parts from alternative distribution channels.

6. Choice of Repairer

You also have the right to choose Your own repairer to repair the damage to Your Vehicle or Mobile Plant. We can also help with this selection, if required. In both instances We will collaborate with the repairer to ensure the best possible repair outcome for You.

If You elect to use a repairer You selected, We may choose to obtain another quotation from a repairer chosen by Us.

We will then decide (subject to any relevant Policy limits) whether to:

- (a) authorise the repairs at Your selected repairer;
- (b) pay You the reasonable cost of repairing Your Vehicle limited to the lesser of the available repair quotations; or
- (c) move Your Vehicle or Mobile Plant to a repairer We both agree will repair Your Vehicle or Mobile Plant. In the instance that We both agree to move Your Vehicle or Mobile Plant, We will pay for the costs of You renting a like for like replacement Vehicle or Mobile Plant for up to three (3) days in addition to any other benefit provided under Your Policy.

7. Specialist Repairs

If it is necessary to engage the services of a specific specialist repairer and/or supplier to repair Your Vehicle or Mobile Plant, We may sublet that component of the repair to such repairer or supplier.

8. Guarantee and Warranty

We provide a guarantee on the materials and workmanship for all repairs We authorise, for as long as You own or lease Your Vehicle or Mobile Plant.

9. Other Insurance

If You are entitled to indemnity under any other insurance policy, You must advise Us in writing of the particulars We reasonably require about that other insurance policy when making a claim.

10. Other Interests

Coverage under this Policy will not be provided in respect of the interest of any entity or person who is not named in Your Policy Schedule. Any third-party beneficiary entitled to benefits under Your Policy shall be bound by the Conditions and Exclusions of Your Policy.

If any financier has an interest in any Vehicle or Mobile Plant insured under this Policy that is identified in Your Policy Schedule and We agree to settle Your claim by cash payment, We reserve the right to (but are not compelled to) pay all or part of the claim proceeds to the financier. This payment will satisfy Our obligations to You under the Policy for the payment of Your claim.

GENERAL EXCLUSIONS

These General Exclusions describe the things we do not cover under any Section of the Policy (unless stated otherwise). There are also some additional exclusions that apply specifically to a Section of the Policy. These are contained in the relevant Section.

Act of Terrorism	<p>This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:</p> <ul style="list-style-type: none">(a) any Act of Terrorism regardless of any other cause or Accident contributing concurrently or in any other sequence to the loss; and/or(b) any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.
Alcohol or Drug use	<p>This Policy excludes claims arising from Your Vehicle being driven by, or in the charge of, any person:</p> <ul style="list-style-type: none">(a) under the influence of drugs; or(b) under the influence of prescription medication used contrary to any safety or activities warnings or indications accompanying the medication; or(c) who drove while the percentage of alcohol in the blood is at a level prohibited by the law of the State or Territory in which the Driver was driving or in charge of Your Vehicle; or(d) who refused to provide or allow the taking of a sample of breath, blood, or urine for preliminary testing or for analysis as required by the law of the State or Territory in which the Driver was driving or in charge of Your Vehicle. <p>Except that We will pay if You can reasonably demonstrate that You and Your senior managers, driver managers, managers, team leaders, or other responsible persons within the business, did not know, and could not reasonably have known, that the person driving or in charge of Your Vehicle, was under those influences, or had the relevant blood alcohol percentage.</p>
Assuming liability under agreement	<p>This Policy excludes any loss, damage, liability or expense You assume by express agreement, undertaking or contract, unless such liability would have attached in the absence of that express agreement, undertaking or contract.</p>
Beyond Territorial Limits	<p>This Policy excludes any loss, damage or liability incurred if Your Vehicle or Mobile Plant is beyond the Territorial Limits.</p>
Consequential loss	<p>This Policy excludes any consequential loss of any kind suffered by You as a result of not having the use of Your Vehicle or Mobile Plant.</p>

Cyber and Data Exclusion	<p>Notwithstanding any provision to the contrary within this Policy or any endorsement, this Policy excludes any:</p> <ul style="list-style-type: none"> (a) Cyber Loss; (b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; <p>regardless of any other cause or event contributing concurrently or in any other sequence.</p> <p>In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. This exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement having a bearing on Cyber Loss or Data, replaces that wording.</p> <p>As used within this exclusion:</p> <p>Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax involving access to, processing of, use of or operation of any Computer System.</p> <p>Cyber Incident means:</p> <ul style="list-style-type: none"> (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System. <p>Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.</p> <p>Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.</p>
Excess Load of Passengers	<p>This Policy excludes claims where Your Vehicle is being used to carry a greater number of passengers or convey or tow a Payload in excess of that recommended by the Vehicle manufacturer, where We reasonably determine that the greater load caused or contributed to Your loss, damage or Your legal liability.</p>
Failure to operate in compliance with systems and procedures	<p>This Policy excludes Your failure, or that of Your director, partner, worker, or a person employed or contracted by You, to service, maintain, use or operate the Vehicle or Mobile Plant in compliance with systems and procedures imposed or recommended by applicable law, Australian Standards, industry standards and manufacturer's and distributor's recommendations or guidelines, unless You were unaware or could not reasonably have been aware of such failure to service, maintain, use or operate the Vehicle or Mobile Plant compliantly.</p>
Fines and penalties	<p>This Policy excludes any fines, penalties, aggravated, exemplary, special or punitive damages or liquidated damages.</p>
Fraudulent or illegal conduct	<p>This Policy excludes any loss, damage or liability caused by, arising out of, or connected with any fraudulent or illegal act, or wilful or malicious act or misconduct, committed by You or by anyone acting on Your behalf with Your knowledge, consent (whether implied or express) or endorsement.</p>

Fraudulent means or devices	This Policy excludes claims arising from any fraudulent means or devices having been used by You, or anyone acting on Your behalf with Your knowledge, consent (whether implied or express) or endorsement, to obtain a benefit under this Policy.
Hire or lease of Vehicle or Mobile Plant	This Policy excludes any loss, damage or liability incurred whilst Your Vehicle or Mobile Plant is subject to any agreement of hire or is leased or let by You to any other party, other than while Your Vehicle or Mobile Plant is being operated by You or Your employees.
Incorrect engine additives	<p>This Policy excludes any loss, damage, resultant damage, or liability caused or contributed to by the incorrect application of engine additives, including but not limited to the compound known as AdBlue.</p> <p>This exclusion will not apply in cases of using the wrong fuel or additive if Your Vehicle is a sedan, 4WD, or other similar passenger vehicle, as well as utilities and vans with a gross vehicle mass of under 4.5 tonnes. The standard Excess will increase to \$5,000 if We accept Your claim.</p>
Incorrect fuel	<p>This Policy excludes any loss, damage or liability arising from:</p> <ul style="list-style-type: none"> (a) the use of a fuel system in Your Vehicle or Mobile Plant that fails to meet applicable Australian standards; or (b) the use of unsuitable or incorrect fuel.
Locomotive	This Policy excludes Your Vehicle being used as a locomotive and rolling stock.
Motor experiments or trials	<p>This Policy excludes Your Vehicle or Mobile Plant being:</p> <ul style="list-style-type: none"> (a) driven in locations (such as tracks, areas or roads) that are restricted from public access; (b) operated as part of motor trade activities; or (c) used for tests, experiments, trials or demonstrations.
Motor sports	This Policy excludes the use, preparation or testing of Your Vehicle or Mobile Plant in connection with any motor sport activity such as including but not limited to rally events, competitive racing, track-based activities, experimental trials, competition or any other sport-related event.
Nuclear energy risks	This Policy excludes any loss, damage or liability arising directly or indirectly from, caused by, or contributed to by, any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from nuclear weapons material. This exclusion does not apply to loss, damage or liability arising from radioisotopes or radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, scientific medical, research pursuits or other similar peaceful purposes for which they were intended.
Sanctions	We shall not provide any cover or benefit under this Policy, and will not be liable to pay any claim or provide any benefit hereunder, to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom, or the United States of America.
Undeclared business	This Policy excludes any business activities other than those declared to Us in writing.

Underground roads	This Policy excludes any loss, damage or liability incurred whilst Your Vehicle or Mobile Plant is underground, however this exclusion shall not apply to Your Vehicle or Mobile Plant while travelling through a completed tunnel that is a public road (provided that does not contravene any exclusion, condition or limitation with respect to Dangerous Goods in the Policy) or while parked or engaged in Loading or Unloading goods in a below ground parking facility or loading dock.
Unlicensed Driver	This Policy excludes claims arising from Your Vehicle being driven by any person (including You) who is not licensed to drive such a Vehicle under all relevant laws, by-laws and regulations and whom You knew, or ought reasonably to have known, was not so licensed.
Unsafe or unroadworthy conditions	This Policy excludes claims where Your Vehicle or Mobile Plant was being used in an unsafe or unroadworthy condition, unless such condition could not have been reasonably detected by You. This exclusion will only apply where We reasonably determine that the unsafe or unroadworthy condition of Your Vehicle or Mobile Plant caused or contributed to loss, damage or Your legal liability.
Vehicle hire	This Policy excludes claims where Your Vehicle was being used for conveyance of passengers for hire, fare or reward.
Vehicle not on land	This Policy excludes claims arising from any loss, damage or liability incurred if Your Vehicle does not run solely on land, whether or not, and even if, the loss, theft, damage or Accident occurs on land.
Vibration or exceeding load	<p>This Policy excludes claims arising from any loss, damage, liability or expense caused by:</p> <ul style="list-style-type: none"> (a) vibration from Your use of Your Vehicle or Mobile Plant; or (b) Your Vehicle or Mobile Plant exceeding its permissible Payload; or (c) Your Vehicle or Mobile Plant exceeding its lawful dimensions, height and or width, unless authorised by permit to exceed height and width.
War or invasion	This Policy excludes claims arising from any loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
Wilful or reckless intent	This Policy excludes claims arising from any loss, damage or liability wilfully, recklessly or intentionally caused by You, Your directors, owners or senior managers or a person acting with the express or implied consent of You, Your directors, owners or senior managers.

■ SECTION 1 - LOSS OR DAMAGE TO YOUR VEHICLE OR MOBILE PLANT

Subject to the terms, conditions and exclusions in this Policy, We provide the following cover:

1. INSURING CLAUSE

- (a) We will cover You for Your costs incurred arising from loss of, or damage to, Your Vehicle or Mobile Plant that is caused by or arises from an Accident or theft that happens during the Policy Period and occurs within the Territorial Limits. Our liability to You or any other insured person under Section 1 of this Policy shall be in accordance with the Basis of Settlement clause.
- (b) Your Policy includes the interests of any party who has an insurable interest in relation to the Vehicle or Mobile Plant insured by this Policy by way of mortgage, lease, hire purchase or any other encumbrance over an insured Vehicle or Mobile Plant whose interest is noted in the Policy Schedule.

2. BASIS OF SETTLEMENT

We will settle Your claim on the following terms, for claims under this Section:

2.1 Repair, reinstate or replace Your Vehicle

- (a) At Our option, We will repair, reinstate or replace Your Vehicle or Mobile Plant or pay You the amount of the loss or damage, provided the payment does not exceed the lesser of the Market Value of Your Vehicle or Mobile Plant at the time of loss or damage, or the Sum Insured for Your Vehicle or Mobile Plant stated in the Policy Schedule.
- (b) Subject to the New Vehicle or Mobile Plant Replacement clause below, if We elect to replace Your Vehicle or Mobile Plant and You choose not to replace Your Vehicle or Mobile Plant, or if a replacement with an equal model is not possible, then settlement will be for a sum of either Your Vehicle or Mobile Plant's Market Value at the time of loss or damage or its Sum Insured stated in the Policy Schedule, whichever is the lesser.
- (c) When We make a Total Loss settlement, the cover provided in this Policy for Your Vehicle or Mobile Plant immediately ceases, and no refund of premium shall be available with respect to that Vehicle or Mobile Plant.
- (d) Notwithstanding anything mentioned in paragraph (a), (b) and (c) above, the maximum amount We will be liable to pay for any claim or series of claims for loss or damage to Your Vehicle or Mobile Plant under Section 1 of this Policy and that is caused by or arises out of one Accident shall be \$10,000,000.

2.2 New Vehicle or Mobile Plant Replacement

- (a) If, acting reasonably, We declare Your Vehicle or Mobile Plant a Total Loss within three (3) years from the date of its original registration for a Vehicle, or within three (3) years from the date of purchase as new for a Mobile Plant, We agree to provide a replacement new vehicle or mobile plant, where an equal model is available. We will pay for on road costs such as stamp duty and dealer delivery costs for the replacement vehicle, however We will not pay for any costs relating to registration or insurance (including compulsory third party insurance).
- (b) Where an equal model is not available, We will replace your Vehicle or Mobile Plant with the nearest available model.
- (c) For the purposes of this clause, We will replace Your Vehicle or Mobile Plant with a Vehicle or Mobile Plant valued up to Your Vehicle or Mobile Plant's Sum Insured stated in the Policy Schedule, plus up to an additional 20%.

2.3 Total Loss - Finance Protection

- (a) If acting reasonably, We declare Your Vehicle or Mobile Plant a Total Loss due to an Accident (excluding theft and/or fire, except where fire is caused by impact damage), and its Market Value is less than the amount you owe under a lease or other finance agreement, We will make a payment to You or a nominated party, as specified in this clause.

- (b) We will cover the difference between the termination payment payable under the lease or finance agreement and the settlement amount We paid for Your Vehicle or Mobile Plant (calculated in accordance with the settlement terms). This payment is subject to the following conditions:
 - (i) the difference We will pay does not exceed 20% of the Market Value or 20% of the Sum Insured for Your Vehicle or Mobile Plant, whichever amount is lower; and
 - (ii) the termination payment We will cover excludes:
 - (A) any overdue or outstanding payments and/or accrued interest as at the date of the loss; and
 - (B) any reduction in finance charges and/or interest for the remaining term of such leasing or finance agreement beyond thirty (30) days after the date of loss; and
 - (C) any payment not yet due as at the date of loss.
- (c) Total payments under this benefit are capped at \$150,000.

3. UNDERINSURANCE

- (a) If the Sum Insured for Your Vehicle or Mobile Plant is less than 80% of its Market Value at the time of any loss or damage, the settlement payable under Section 1 of the Policy will be adjusted to the same proportion that the Sum Insured bears to 80% of its Market Value.
- (b) Any applicable Excess(es) will be applied to the claim after the underinsurance adjustment has been calculated.
- (c) You will be required to cover the remaining portion of the claim that is not paid by Us, in addition to the applicable Excess.
- (d) In the case of a Total Loss in respect of Your Vehicle or Mobile Plant, the amount We will pay will be the lesser of either the Sum Insured or the Market Value of Your Vehicle or Mobile Plant.

4. ADDITIONAL BENEFITS APPLICABLE TO SECTION 1 ONLY

In addition to the cover provided above, We also provide the following additional benefits under this Section 1:

4.1 Protection and Removal

If Your Vehicle or Mobile Plant sustains loss or damage covered under Section 1 of Your Policy, We will cover the reasonable cost associated with protecting and removing Your Vehicle or Mobile Plant to the nearest repairer, a safe location, or another location approved by Us. This benefit does not include expenses related to the load being transported.

4.2 Employees' Personal Property

If Your Vehicle or Mobile Plant sustains loss or damage that is covered under Section 1, We will also cover loss or damage to personal property belonging to Your employees that is affected in the Accident, up to the limit specified in the Policy Schedule. This benefit does not include cover for cash, jewellery, negotiable instruments or furs owned by Your employees.

4.3 Return of Vehicle

If Your Vehicle or Mobile Plant has been stolen and recovered or damaged and repaired, We will pay for the reasonable costs incurred by You in returning Your Vehicle or Mobile Plant to its normal place of garaging or storage, up to the amount specified in the Policy Schedule. This sub limit applies per Vehicle or Mobile Plant per Accident.

4.4 Cost of Repatriating Driver

We will pay the reasonable cost, up to the amount specified in the Policy Schedule, for returning Your Driver (and offside(s) if applicable) to the point of departure or, at Your option, the Driver's original destination, following an Accident provided:

- (a) There is a valid claim under this Section 1 of the Policy; and
- (b) the Accident occurred outside a radius of 100 kilometres from the point of departure.

4.5 Hire Vehicle Following Theft

We will reimburse You for the hiring of a Substitute Vehicle following the theft of Your Vehicle up to a period of 14 days or up to recovery of Your Vehicle, whichever comes first. We will not pay more than the amount specified in the Policy Schedule under this additional benefit per theft.

4.6 Signwriting

When We repair Your Vehicle, We will pay up to the amount specified in the Policy Schedule towards the reinstatement costs of signwriting and artwork that was in existence on Your Vehicle at the time of the Accident.

4.7 Expediting Expenses

If Your Vehicle or Mobile Plant sustains loss or damage that is covered under Section 1 of the Policy, We will reimburse You for costs You incur associated with temporary repair for expediting permanent repairs. This includes (but is not limited to), expenses such as overtime and express shipping.

4.8 Substitute Vehicle

- (a) We will provide coverage for loss or damage to a Substitute Vehicle You are operating while your Vehicle is being repaired or serviced. However, our payment will be limited to the Sum Insured specified in Your Policy Schedule for the Vehicle that the Substitute Vehicle is replacing.
- (b) We will provide You with this cover only if:
 - (i) the Substitute Vehicle is not owned by You and You have the owner's permission to drive the Substitute Vehicle; and
 - (i) You were contractually required to insure the Substitute Vehicle.

5. SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 1 ONLY

Section 1 of the Policy does not cover the following:

5.1 Breakdown of any part unless covered

Breaking, distortion, seizing, burning, failure or breakdown of any parts of the Vehicle or Mobile Plant unless specifically expressly covered.

5.2 Damage caused by lawful seizure

Loss or damage occasioned by lawful seizure or by any person lawfully repossessing or attempting to lawfully repossess Your Vehicle or Mobile Plant where Your Vehicle or Mobile Plant is used as security for a debt.

5.3 Damage to Tyres

Damage to the tyres of Your Vehicle or Mobile Plant from braking, punctures, bursts, cuts, tread separation, blowouts or general wear and tear from road use.

5.4 Certain mechanical damage to Your Vehicle or Mobile Plant

Any loss, damage, or resultant mechanical damage to Your Vehicle or Mobile Plant as the result of:

- (a) depreciation, wear and tear, rust or other forms of corrosion;
- (b) metal fatigue, mechanical events, structural failure;
- (c) electrical or electronic events; or
- (d) faulty design or workmanship.

However, other than resultant mechanical damage, We will cover loss or damage to Your Vehicle or Mobile Plant resulting directly from an Accident or fire caused by such failure as stated above.

5.5 Depreciation

Depreciation or reduction in the value of Your Vehicle or Mobile Plant.

5.6 Inability to use Your Vehicle or Mobile Plant

Loss incurred by You as a direct or indirect consequence of an inability to use Your Vehicle or Mobile Plant following an Accident.

5.7 Loss from misappropriation of Your Vehicle or Mobile Plant

Loss resulting from or caused by the stealing, converting, absconding with or otherwise misappropriation of Your Vehicle or Mobile Plant by someone with the express or implied consent or, prior knowledge of, directors, officers, managers or other senior responsible staff of the Insured named in the Policy Schedule.

5.8 Loss to agitator, barrel, bowl, tanker trail or pump

Loss or damage to any agitator, bowl, barrel or tanker trailer or pump and their fittings caused by the setting or hardening of concrete or bitumen, except where You, Your Driver or any others covered under the Policy have made all reasonable efforts to clear the concrete or bitumen from the Vehicle or Mobile Plant before it dries or solidifies.

5.9 Pre-existing damage

The costs of repairing pre-existing damage or rectifying faulty repairs, design or workmanship, unless those repairs related to a covered claim, were approved by Us and were completed under this Policy. This exclusion only applies in respect of pre-existing damage which You were aware of, or a reasonable person in the circumstances could be expected to have been aware of, at the time the Policy is issued to You.

5.10 Theft resulting from failure to take reasonable steps

Theft of or from Your Vehicle or Mobile Plant if reasonable steps to protect or safeguard Your Vehicle or Mobile Plant have not been taken by You. Reasonable steps include, but are not limited to, locking Your Vehicle or Mobile Plant when it is not being driven, and not leaving keys in the immediate vicinity of the vehicle (except when the key is locked in a lockbox, keysafe or similar device).

SECTION 2 - THIRD PARTY LIABILITY

1. COVER FOR REGISTERED VEHICLES ONLY

This Section of cover applies only to Vehicles and Mobile Plant that are registered for road use.

Subject to the terms, conditions and exclusions in this Policy, We will pay the amount which You are held legally liable to pay as compensation for:

- (a) loss of or damage to third party property; or
- (b) Personal Injury to others; or
 - (i) costs incurred as a result of fire, explosion, goods falling, leaking or spilling, in or on, or from Your Vehicle or caused by:
 - (i) You; or
 - (ii) any person legally licensed to drive, or be in charge of Your Vehicle, with Your permission; or
 - (iii) any person in or on, or boarding, or alighting from Your Vehicle with Your permission; and

resulting from an Accident occurring during the Policy Period within the Territorial Limits and caused by or arising out of the use of Your Vehicle or the operation of Loading or Unloading Your Vehicle.

In the event of the death of any person entitled to indemnity under this Section, the legal representative of such person shall be covered by the Policy.

2. LIMIT OF LIABILITY

2.1 Limit of Liability – General

Settlement of a claim under this Section is subject to the Limit of Liability.

This limit is inclusive of all costs and expenses, including clean up costs, for all claims arising from any one Accident.

2.2 Limit of Liability – Dangerous Goods

If Your Vehicle is being used for, or is attached to, or is towing a Vehicle used for the transport of Dangerous Goods, unless otherwise shown in the Policy Schedule, Our total liability under this Section is limited to \$2,500,000 any one Accident.

This limit is inclusive of all costs and expenses, including clean-up costs, for all claims arising from any one Accident.

3. ADDITIONAL BENEFITS APPLICABLE TO SECTION 2 ONLY

This section of the Policy provides the following additional benefits which are included within the Limit of Liability, unless otherwise stated.

3.1 Cross Liability

If 'You' consists of more than one legal entity, the term "You" will apply to each entity as if it were the sole entity named in the Policy Schedule. We waive all rights of subrogation or legal action that We may have acquired against any of these entities. This clause does not vary or increase the Limit of Liability specified elsewhere in this Policy.

3.2 Employer or Principal

We will cover the amount that Your employer or principal is legally required to pay as compensation for an Accident involving Your Vehicle that occurs during the Policy Period. This includes where the Accident was caused by You, or resulting from the temporary use of Your Vehicle by Your employer or principal, in connection with their business activities.

3.3 General Average

We will pay amounts for which You are held legally responsible to contribute in respect of Your Vehicle, for expenses and salvage costs incurred by a shipowner, provided:

- (a) general average principles apply under maritime law; and
- (b) the ship is sailing between places within the Commonwealth of Australia.

3.4 Legal Costs and Authorised Expenses

If an Accident is covered under Section 2, We will make a payment to cover all legal costs and expenses You incurred in settling or defending compensation claims arising from the Accident, provided these costs are incurred with Our written consent (such consent not to be unreasonably withheld or delayed). Any payment made under this benefit forms is subject to the Limit of Liability.

However, if the Limit of Liability is less than the total amount paid, or payable, to settle or dispose of all claims arising from the Accident, We will only cover a proportionate share of the legal costs and expenses. Our contribution to such legal expenses will be in proportion to how the Limit of Liability compares to the total amount paid, or payable, to resolve all claims related to the Accident.

3.5 Removal of Debris or Load

We will pay for reasonable costs necessarily incurred for the clean-up and removal of Your Vehicle's non-hazardous debris or load arising from an Accident or resulting from goods falling from Your Vehicle. The maximum amount We will pay under this benefit is the limit shown in the Policy Schedule for this.

To the extent permitted by law, this additional benefit will only provide cover for any amount in excess of that which is insured under any carrier's load insurance that may be in force.

3.6 Substitute Vehicle

We will pay for Your legal liability as described in Section 2 arising from a vehicle being used by You as a Substitute Vehicle while Your Vehicle is being serviced, repaired or is not driveable.

We will provide You with this cover only if:

- (a) the Substitute Vehicle is not owned by You and You have the owner's permission to drive the Substitute Vehicle.
- (b) you were contractually required to insure the Substitute Vehicle.

4. SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 2 ONLY

Section 2 of the Policy does not cover claims arising from the following:

4.1 Airfields or Airports

Any liability resulting from the use of Your Vehicle in areas of airfields or airports designated for "Aircraft Operations". This includes but is not limited to activities such as landing, taxiing, parking, taking off, refuelling, and the loading and unloading of passengers or goods from aircraft.

4.2 Asbestos or silica

Any claim directly or indirectly arising out of or caused by, or through, or in connection with or resulting directly from, in consequence of or in any way involving the manufacture, mining, processing, distribution, transportation, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or silica or materials or products containing asbestos or silica.

4.3 Cartage of Excluded Goods

Any liability arising from the use of Your Vehicle for transporting Excluded Goods.

4.4 Goods or property entrusted to employees or belonging to employees or visitors

- (a) Loss or damage to goods or property entrusted to You or Your employees for storage and or transportation.
- (b) Loss or damage to property or vehicles belonging to Your employees or visitors whilst contained within:
 - (i) Your car park; or
 - (ii) Your premises; or
 - (iii) premises leased or rented by You.

4.5 Liability insurable by statutory or compulsory insurance

Any liability which is eligible for coverage under a statutory or mandatory insurance policy or any legal or statutory requirement or obligation for an insurance or compensation scheme or fund that addresses such liability.

4.6 Personal injury

- (a) Personal Injury to any individual (including You) who is:
 - (i) In charge of Your Vehicle;
 - (ii) A member of Your family or a person who ordinarily lives with You or with whom You ordinarily live;
 - (iii) An employee, agent, contractor, or sub-contractor and employed or engaged by a person covered under this Policy;
 - (iv) An employee and where such Personal Injury is caused by, related to, or sustained in the course of their employment with You or You are liable for the Personal Injury under:
 - (A) any workers compensation or accident compensation legislation; or
 - (B) any industrial award or contract of employment or workplace agreement.

- (b) Personal Injury that is caused by or arising from or in connection with the operation or use of:
 - (i) a vehicle registered in the Northern Territory; or
 - (iv) a trailer registered in New South Wales or Queensland, whether attached to or detached from Your Vehicle, at the time of the Accident causing the injury.
- (c) Personal Injury where You or any person using Your Vehicle with Your consent (whether express or implied):
 - (i) is eligible for coverage (in full or in part) under any mandatory statutory insurance scheme or accident compensation scheme; or
 - (ii) would have been entitled to compensation under such a scheme except where such compensation was not paid due to failure to:
 - (A) insure or register Your Vehicle; or
 - (B) lodge a claim as required by the scheme; or
 - (C) comply with the scheme's terms and conditions for cover.

4.7 PFAS

Any claim for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS.

For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS.

PFAS means any chemicals, compounds or materials of any kind that consist of or contain, in whole or in part, perfluoroalkyl and/or polyfluoroalkyl substances, including, but not limited to:

- (a) Perfluorinated chemicals, compounds, and substances;
- (b) Polyfluorinated chemicals, compounds, and substances;
- (c) Perfluoroalkane sulfonoamido chemicals, compounds, and substances;
- (d) Fluoropolymers of any type, kind, or substance;
- (e) Perfluoropolyethers of any type, kind, or substance;
- (f) side-chain fluorinated polymers of any type, kind, or substance;
- (g) Perfluorooctanoic acid(s), perfluorooctane sulfonic acid(s), perfluorobutane sulfonic acid, GenX, and any other compound or substance included as or designated to be a perfluoroalkyl or polyfluoroalkyl by the United States Environmental Protection Agency, any similar state agency or entity, or any equivalent foreign environmental agency or entity having jurisdiction over the "insured" or the "coverage territory" to which this Policy applies;
- (h) any product(s) of, derived from, or including, any item included in this definition of PFAS;
- (i) associated salts, esters, acids, and alcohols of any item included in this definition of PFAS;
- (j) ionic state(s) and acid form(s) of any item included in this definition of PFAS; and
- (k) precursor chemical(s), derivative(s), and degradation or by-product(s) of any item included in this definition of PFAS.

4.8 Pollution

Any loss, damage or liability resulting from the actual, alleged or threatened discharge, dispersal, release, seepage or escape of pollutants or other contaminants into or upon buildings or other structures or water or land or the atmosphere or any watercourse or body of water (including ground water) resulting in adverse biological effects; or

Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution.

However, We will Indemnify You where Your liability for pollution arising from a sudden identifiable Accident and which takes place in its entirety at a specific time and place during the Policy Period and as otherwise provided for in Limit of Liability Section 2 – Dangerous Goods.

4.9 Tool of Trade

Any loss, damage or liability arising from the use of a Tool of Trade other than whilst in transit or whilst being used for transport or haulage.

4.10 Unregistered Vehicle

Any liability caused by, arising from or in any way connected with the use of Your Vehicle if it is unregistered at the time of the Accident giving rise to the claim.

ADDITIONAL BENEFITS APPLICABLE TO ALL SECTIONS

The following additional benefits apply to all Sections of this Policy.

1. Acquired Companies

This Policy covers vehicles and mobile plant in which You have an insurable interest that arises following Your purchase, acquisition or formation of any company, subsidiary or firm during the Policy Period provided that:

- (a) the vehicle(s) and mobile plant are of a similar use (including by having regard to carrying of passengers, kinds of road on which it is intended to be used, where applicable) and similar to those currently insured under the Policy;
- (b) You declare to Us the details of all such motor vehicles and mobile plant within thirty (30) days of the attachment of Your insurable interest and agree to pay any additional premium that may be required; and
- (c) the value or purchase price of the vehicles and mobile plant collectively was less than \$5,000,000.

The limit of cover which applies under this additional benefit for Section 1 will not exceed:

- (d) \$500,000 or the Market Value whichever is the lesser per vehicle or mobile plant, and no more than \$5,000,000 in the aggregate per acquisition; and
- (e) the Excess shall be the same as other similar vehicles or mobile plant currently insured under the Policy.

It is a condition that this additional benefit shall only operate to the extent that such vehicles or mobile plant are not otherwise insured under a policy held by someone other than You.

2. Automatic Addition of Newly Acquired Vehicles and Mobile Plant

We will provide interim cover for a maximum thirty (30) consecutive days, for any additional or replacement vehicle or mobile plant purchased, leased or hired by You (and for which You are legally liable) during the Policy Period provided that:

- (a) the vehicle or mobile plant is of a similar use (including by having regard to carrying of passengers, kinds of road on which it is intended to be used), similar kind and carrying capacity to those currently insured under the Policy;

- (b) You inform us within thirty (30) days of acquiring the vehicle(s) or mobile plant;
- (c) the limit of cover which applies under Section 1 does not exceed \$500,000 or the Market Value whichever is the lesser per vehicle or mobile plant; and
- (d) during the interim cover, You will advise details of these vehicles or mobile plant to enable Us to provide terms of cover.

The Excess shall be the same as other similar vehicles and mobile plant currently insured under the Policy. You will then owe Us pro-rata premium for those additional vehicles or mobile plant.

3. Comprehensive trailer in Your control

We will cover You, subject to the terms, conditions and exclusions of the Policy, for any trailer of another person or corporation that is in Your physical or legal control, for which we will pay:

- (a) Loss or Damage under Section 1; and
- (b) Third Party Liability under Section 2,

provided:

- (c) the trailer or the combination of trailers are not leased, hired, or rented by You;
- (d) no cover is provided for the contents or goods being carried under a policy held by someone other than You; and
- (e) no cover is provided for clean-up costs associated with the contents or goods being carried.

The maximum amount We will pay for any one Accident in respect of loss or damage to a trailer or combination of conjoined trailers under this additional benefit is the Market Value, up to \$100,000, whichever is the lesser. The standard Excess shown in Your Policy Schedule for trailers will apply to each trailer, subject to a minimum excess of \$2,500 per trailer, per Accident."

4. Errors and Omissions

This insurance shall not be prejudiced by the unintentional or inadvertent incorrect valuation, incorrect registration number, incorrect VIN (provided there are no encumbrances on that Vehicle) in respect of Your Vehicle given by You, provided notice is given to Us as soon as reasonably practicable upon discovery of such incorrect valuation. In that event You must pay any additional premium required.

5. Police, Fire Brigade and Other Authorities

This Policy provides coverage up to a maximum of \$50,000 per Accident for all costs charged by the following authorities as a result of an Accident that involves Your Vehicle:

- (a) police;
- (b) fire brigade; and
- (c) any other authority.

This additional benefit does not extend to clean-up and removal costs imposed by such authority if We have already agreed to cover such expenses under Additional Benefit Section 2 - Removal of Debris or Load.

6. Waiver of subrogation rights

We consent to waive any rights of subrogation, remedies or relief that We may typically be entitled to assert against municipal, government, or similar statutory authorities, provided that You have waived those rights in Your contract with these parties.

■ DEFINITIONS

Definitions are words that have a specific meaning and such words appear capitalised in the Policy Wording.

The following definitions apply to Your Policy:

Accident, Accidental

For the purpose of Section 1, a sudden, unexpected, accidental or unforeseen event or mishap, that is neither anticipated nor intended by You, resulting in damage to, or loss of, Your Vehicle or Mobile Plant and/or damage to, or loss of property owned by You or others.

For the purpose of Section 2, a sudden, unexpected, accidental or unforeseen event or mishap, that is neither anticipated nor intended by You, resulting in damage to, or loss of, Your Vehicle and/or damage to, or loss of property owned by You or others.

Act of Terrorism

An act, including but not limited to the use or threat of force or violence, 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.

Aggregate Excess

The total amount of Excess for all claims arising from Accidents which occur during the Policy Period, if stated in Your Policy Schedule.

Dangerous Goods

Any of the following classes of dangerous goods as defined in the Australian Dangerous Goods Code:

- Class 1 – explosive substances
- Class 2 – gases
- Class 3 – flammable liquids or substances
- Class 4 – flammable solids or substances
- Class 5 – oxidising agents or organic peroxides
- Class 6 – toxic and infectious substances
- Class 7 – radioactive materials
- Class 8 – corrosive liquids or substances
- Class 9 – miscellaneous dangerous goods

Driver

You or any person You have authorised by You to be driving, using or in charge of Your Vehicle, Substitute Vehicle or Mobile Plant.

Excess

The amount that You must contribute to each claim as shown in the Policy Schedule and includes both applicable standard and any additional Excesses. The standard Excesses are also shown in the Policy Wording. A separate excess shall be payable for each motor vehicle(s) or trailer(s) involved in a combination Accident.

Excluded Goods

Explosive substances (see Dangerous Goods Class 1), toxic & infectious substances (see Dangerous Goods Class 6), radioactive substances (see Dangerous Goods Class 7), asbestos or asbestos related products, poly-chlorinated biphenyls (PCBs).

Limit of Liability

The maximum amount that We will pay under Section 2 – Third Party Liability for all claims arising out of one Accident as stated in Your Policy Schedule.

Loading or Unloading

The act of transferring the weight of goods (or a specific portion of a shipment or consignment) on to or off the Vehicle or Mobile Plant in a single operation.

Market Value

The value of Your Vehicle or Mobile Plant on the open market just before the loss or damage occurred, determined by its age and condition, and excluding GST.

Mobile Plant

Any motorised or mobile machinery or equipment that is not classified as a Vehicle specifically designed to transport people or goods on public roads or thoroughfares, and which is specified in the Policy Schedule or added to the Policy through an endorsement issued by Us.

Mobile Plant includes:

- any attachment that is specified in Your Policy Schedule; or
- any attachment that is permanently fixed to Your Mobile Plant.

Mobile Plant excludes:

- rail and tram rolling stock; or
- machinery, equipment, or any other apparatus that is connected to Your Vehicle.

Payload

The maximum capacity (including but not limited to weight, height and width) that the Vehicle is intended to carry, transport or tow, as determined by:

- recognised industry standards;
- applicable laws and regulations; and
- manufacturers guidelines and specifications.

Personal Injury

Death, bodily injury, sickness, disease, shock, fright, mental injury or mental anguish.

Policy

This policy wording, together with the Policy Schedule and any endorsements attaching to it or subsequently issued to You by Us.

Policy Period

The policy period stated in the Policy Schedule.

Policy Schedule

The certificate of insurance issued to You by Us to confirm your coverage under this Policy, any endorsements to the certificate of insurance or any future renewal certificate which forms part of this Policy and which shows Your Policy number.

Proposal

The form completed by You as the insurance application containing a detailed description and full particulars of the items insured under this Policy.

Substitute Vehicle

A vehicle used by You as a substitute vehicle while Your Vehicle is being serviced or repaired.

Sum Insured

The amount specified in the Policy Schedule as the 'Sum Insured' value excluding GST.

Territorial Limits

Anywhere in the Commonwealth of Australia including when being transported by vessel between ports within its territorial waters.

Total Loss

Your Vehicle is written off or stolen and not returned within a reasonable time as determined by Us.

Tool of Trade

A Mobile Plant or any Vehicle which has attached as an integral part of such Vehicle any equipment for mechanical digging, cutting, finescraping, grading, slashing, mowing, drilling, lifting or levelling, whilst such equipment is being used for the purpose for which it was designed.

Vehicle

The motor vehicle(s) and/or trailer(s) specified in the Policy Schedule or added to the Policy through an endorsement issued by Us.

For a prime mover, this includes its driving lights, bull bar, standard tools, any identified built-in communication devices and any attached accessories.

For a rigid body truck, this includes its driving lights, bull bar, built-in communication devices, tarps, gates, chains, dogs, binders, any identified ring feeder or bartlett ball and any attached accessories.

For a trailer, this includes tarps, gates, chains, dogs, binders, standard tools, any identified ring feeder and any attached accessories.

Attached accessories include compact disc (CD) and digital video disc (DVD) players, telephones, radios,, and standard accessories or standard appliances provided by the manufacturer of the Vehicle or Mobile Plant provided they were attached to or located within Your Vehicle or Mobile Plant.

We, Us, Our

Berkshire Hathaway Specialty Insurance Company (Inc. in Nebraska, USA. Liability is Limited) ABN 84 600 643 034 (AFSL 466713)

You, Your

The party or parties named as the 'Insured' in the Policy Schedule.

