



HMIA

Heavy Motor Insurance Australia



Heavy Motor Vehicle Fleet Insurance

Product Disclosure Statement
and Policy Wording

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Introduction

Part A of this document is a Product Disclosure Statement for the Heavy Motor Vehicle Fleet Insurance and Part B is the Policy Wording for the Heavy Motor Vehicle Fleet Insurance. The Policy Wording sets out the terms, conditions, limits and exclusions relating to the insurance. Please read Parts A and B of this booklet carefully.

Part A – Product Disclosure Statement (PDS)

Product Disclosure Statement

This Product Disclosure Statement ("PDS") contains information about the significant features, risks, exclusions and costs of the Heavy Motor Vehicle Fleet Insurance as well as information about how disputes may be dealt with, cooling off rights and other relevant information, including other rights, terms, conditions and obligations under the **Policy**. Before **You** decide whether to purchase this product, read this document (including the Policy Wording in Part B) carefully to understand its features and benefits.

Any advice that may be contained in this PDS is General Advice only. General Advice is advice that has been prepared without considering **Your** individual objectives, financial situation or needs. Therefore before acting on this General Advice, **You** should consider the appropriateness of the General Advice having regard to **Your** objectives, financial situation or needs.

This PDS was prepared on 1 May 2025.

Target Market Determination

To understand who this product has been designed for and the different types of cover, **You** can review HMIA's Target Market Determination, which is available on **Our** website at www.hmia.com.au, or **You** can request a copy by calling **Us** on (02) 9227 8400.

Confirmation of Transactions

From 1 January 2022, claims acceptance and settlement transactions between **Us** and **You** must be confirmed in writing after a transaction has occurred. Should **You** wish to obtain a copy of the transaction confirmation **You** can request this through a self-service standing facility available at www.hmia.com.au/contact-hmia. If **You** are unable to access the self-service standing facility, please contact **Us** and **We** will provide the transactions confirmation to **You** via an alternate method.

The Insurer

HDI Global Specialty SE acting through its Australian branch, HDI Global Specialty SE – Australia, ABN 58 129 395 544, AFS Licence No 458776 ("HDI Global Specialty") is the **Insurer** of the HMIA Heavy Motor Vehicle Fleet Insurance Policy.

HDI Global Specialty is authorised to carry out insurance business in Australia by the Australian Prudential Regulation Authority in accordance with the *Insurance Act 1973* (Cth). HDI Global Specialty SE is registered in Germany, with its registered office at HDI-Platz 1, 30659 Hannover, Germany with registration number HRB211924 authorised by Bundesanstalt für Finanzdienstleistungsaufsicht ("BaFin"). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act ("Versicherungsaufsichtsgesetz").

The **Insurer** is a signatory to the General Insurance Code of Practice ("the Code"). The Code was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

The Code Governance Committee ("CGC") is an independent body that monitors and enforces insurers' compliance with the Code.

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

For more information on the CGC go to <https://insurancecode.org.au/>.

HDI Global Specialty's contact details are as follows:

Address: Level 19, 20 Martin Place,
Sydney NSW 2000
Phone: (02) 8373 7580

About HMIA

HMIA Pty Ltd, ABN 11 169 198 323, AR No. 462126 ("HMIA") is an authorised representative of SGUAS Pty Ltd (ABN 15 096 726 895, AFSL 234437) ("SGUAS") and it is authorised to provide general financial products advice and deal in general insurance products.

HMIA has a binding authority from HDI Global Specialty, which means that it can enter into, vary or cancel the insurance products and handle and settle claims without referring to the **Insurer**, provided it acts within its binding authority. When providing these services, HMIA acts on behalf of the **Insurer** and does not act on **Your** behalf.

HMIA and SGUAS are companies within the Steadfast Underwriting Agencies division of Steadfast Group Limited (ABN 98 073 659 677) ("SGL"). For further information on HMIA's association with SGL, please visit www.hmia.com.au

If **You** have any queries in relation to the **Policy**, **You** can contact HMIA in any of the following ways:

Phone: (02) 9227 8400

Email: enquiries@hmia.com.au
claims@hmia.com.au

Address: Suite 12.02, Level 12,
1 Castlereagh Street,
Sydney NSW 2000

PO Box H320,
Australia Square NSW 1215

The Policy

If **You** purchase this insurance, HMIA will provide **You** with a **Schedule**, the PDS and Policy Wording. The **Schedule** sets out the specific terms applicable to **Your** cover and should be read together with this PDS and Policy Wording.

Throughout the PDS, any terms shown in bold have the meaning given within the definitions contained in the Policy Wording. For details, see General Definitions Applicable to All Sections of the Policy Wording.

The PDS and Policy Wording, the **Schedule**, the **Proposal** and any **Endorsement**, amendment or alteration to the **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. If any major omissions, updates or corrections need to be made to the PDS, and Policy Wording or **Schedule**, a supplementary document will be provided. If **You** require further information about the **Policy**, please contact HMIA.

Significant Features of this Insurance

The following provides a summary of significant features of the **Policy**. **You** need to read all the documents that make up the **Policy** for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets **Your** expectations. The cover in each section of the **Policy** is provided only if specified as applicable in the **Schedule**.

This **Policy** provides comprehensive cover for loss of or damage to **Your Insured Property** caused by or arising from an **Accident** or theft (Section 1 – Loss or Damage to **Your Insured Property**) and cover for **Your** legal liability to third parties resulting from an **Accident** caused by or arising out of the use of **Your Insured Property** (Section 2 – Third Party Liability Cover).

Additional benefits are also provided under this **Policy**, and there are certain circumstances when **You** may not be covered under this **Policy**.

Section 1 – Loss or Damage to Your Insured Property

What We will pay for	What We will not pay for
• We will repair, replace or reinstate damaged parts and pay for the amount of loss or damage to Your Insured Property. • If Your Vehicle is deemed a Total Loss, We will replace Your Vehicle if it is damaged or lost within three years of Your Vehicle first being registered after manufacture. • If Your Mobile Plant is deemed a Total Loss, We will replace Your Mobile Plant if it is damaged or lost within three years of the date of purchase, provided it was purchased new and unused. • If Your Vehicle is deemed a Total Loss and is damaged or lost more than three years from Your Vehicle first being registered after manufacture, We will pay the Sum Insured noted on the Schedule, or the Market Value, whichever is the lesser amount. • If Your Mobile Plant is deemed a Total Loss and is damaged or lost more than three years from Your Mobile Plant's date of purchase, We will pay the Sum Insured noted on the Schedule, or the Market Value, whichever is the lesser.	• We will not pay more than the Sum Insured shown on Your Schedule for loss of or damage to Your Insured Property or for any claims under (Section 1 – Loss or Damage to Your Insured Property) arising out of any one Accident.

There are also additional benefits under (Section 1 – Loss or Damage to **Your Insured Property**) of this **Policy** which **You** will need to refer to in the Policy Wording.

Section 2 – Third Party Liability Cover

What We will pay for	What We will not pay for
• We will cover You for Your legal liability arising from the use of Your Insured Property for damage caused to the property of another person or Personal Injury, subject to the terms, conditions, limits and exclusions of the Policy.	• We will not pay more than the Limit of Liability for Your legal liability arising from an Accident under (Section 2 – Third Party Liability Cover). • We will not pay more than the Limit of Liability as shown on Your Schedule for Your legal liability from an Accident arising from the carrying of Dangerous Goods.

Significant Risks of this Insurance – Exclusions

In addition to the features summarised above, there are a number of terms, conditions, limits and exclusions contained in the **Policy** that can affect how or whether a claim is paid under this **Policy**. **You** need to read the documents that make up the **Policy** for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets **Your** expectations.

There are certain events and circumstances when either part, or all of **Your** claim may not be covered under this **Policy**. Please refer to the following sections in the Policy Wording for full details:

- **EXCLUSIONS APPLICABLE ONLY TO SECTION 1 – LOSS OR DAMAGE TO YOUR INSURED PROPERTY**
- **EXCLUSIONS APPLICABLE ONLY TO SECTION 2 – THIRD PARTY LIABILITY COVER**
- **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**

Some events **You** are not covered for

The following are some of the events and circumstances that are not covered under **Your Policy** (please see the Policy Wording for full details of all the exclusions that apply to **Your Policy**).

For example, **We** will not pay for:

1. **Consequential Loss** suffered by **You** as a result of **You** not having the use of **Your Insured Property**.
2. Damage to **Your Insured Property's** tyres or rubber tracks by punctures, cuts, bursts, shedding of tread or blowout or any road use.
3. Wear and tear, mechanical, structural, electronic or electrical breakdown or failure, rust or other forms of corrosion.
4. Depreciation or any other loss of value to **Your Insured Property**.
5. Damage to **Your Insured Property** whilst being driven or operated by a **Driver** who is under the influence of intoxicating alcohol or drugs.
6. Damage to **Your Insured Property** whilst it is being driven or operated by an unlicensed **Driver**.
7. The costs of repairing pre-existing damage or for the cost of fixing faulty repairs, design or workmanship, unless they were undertaken under this **Policy**, **We** agreed to them and they were carried out in relation to a claim.
8. **Your** liability for **Personal Injury** to any person caused by, arising out of or sustained in the course of, the employment of such person by **You**, or any other liability imposed on **You** by:
 - a. any workers compensation or accident compensation legislation; or
 - b. the provision of any industrial award, agreement or determination or any contract of employment or workplace agreement.
9. **Your** liability for pollution resulting from the 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.
10. Any liability caused by, arising from or in any way connected with the use of **Your Insured Property** if it is unregistered or unlicensed at the time of an **Accident** giving rise to a claim.
11. Additional exclusions may be specified in **Your Schedule**.

Underinsurance

(Section 1 – Loss or Damage to **Your Insured Property**) is subject to an underinsurance/average condition. The effect of this condition is that if at the time of loss the **Sum Insured** is less than **Your Insured Property's Market Value**, then **You** may not be covered for **Your** full loss. It is **Your** responsibility to ensure the adequacy of the **Sum Insured** and **You** should reassess the **Sum Insured** during the currency of the **Policy** and prior to the renewal of **Your Policy** each year.

Cost of the Insurance

Policy Excess

An **Excess** is the first part of a claim that **You** must contribute and is payable for each and every claim covered by the **Policy**. The **Excess(es)** is payable per item of **Insured Property** per claim unless otherwise shown on **Your Schedule**. The standard and additional **Excess(es)** are shown in this **Policy** or otherwise are shown on **Your Schedule**.

There may be other **Excess(es)** that apply to Optional **Endorsements** or conditions. These **Excess(es)**, if applicable, will be shown in the applicable wording of this **Policy** or in **Your Schedule**.

Excess Waiver – Vehicles

We may choose to waive the **Excess** in certain circumstances where **We** deem **You** are not at fault for the **Accident**. For the waiver to apply:

- there must be sufficient proof that another party was completely at fault;
- **You** must supply the details of the at fault party including name, address and their vehicle registration details;
- **We** deem the other party was at fault; and
- **Your** claim must be greater than the applicable **Excess(es)**.

The waiver will not apply if the other party or their insurer disputes who is at fault or if **Your Policy** has an **Aggregate Excess** or similar partial or fully self-insured arrangement in place.

We may refuse to pay **Your** claim if **You** have not paid **Your Excess(es)**. **We** may reduce or refuse **Your** claim to the extent that **We** have been prejudiced by this failure to pay.

For the avoidance of doubt, the Excess Waiver does not apply to **Mobile Plant**.

Premium

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

In order to calculate the premium, various factors may be considered by **Us**, including (but not limited to) the:

- type and value of **Your Insured Property**;
- type of freight carried;
- type of cover requested;
- location and operating radius of **Your Insured Property**;
- loss/claims history from prior years;
- **Excess** levels selected;
- and/or risk management processes and procedures, and **Technology** implemented by **Your** business; and
- **Your** risk profile, and/or **Your** business operations/activities.

The amount **You** must pay **Us** also includes any relevant compulsory government charges, taxes or levies (e.g. GST, Stamp Duty and Emergency Services Levy). The premium and these amounts where applicable will be set out separately in the **Schedule**.

Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of **Your Policy** include:

Cost or Fee	Details
Policy Fee	HMIA charges a Policy Fee of up to 5% of the base premium per contract of insurance which is payable by You to cover the administration cost of preparing and distributing Your Policy . HMIA's Policy Fee is shown on Your Schedule and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling off period or is a full-term cancellation.
Refund of Premium	You may cancel Your Policy at any time. If You choose to cancel Your Policy , We will retain the pro rata premium for the period during which the Policy has been in force and any tax or duty paid or owing for which We are unable to obtain a refund provided that no event has occurred where liability arises under the Policy .
Endorsement Fee	HMIA will charge an Endorsement Fee of up to 5% of the base premium per contract of insurance for any change to Your Policy throughout the Period of Insurance . The Endorsement Fee is shown in Your Endorsement Schedule . The Endorsement Fee is not refundable in the event of cancellation.
Commissions	HMIA receive a commission payment at a rate of 22.5% of the base premium from Us when Your Policy is issued and renewed. If You cancel Your Policy , this commission payment is non-refundable unless the insurance policy is cancelled either within the cooling-off period or is a full-term cancellation. For details of the relevant commission paid, please refer to Your Schedule , the Financial Services Guide or contact HMIA directly.

Duty to Take Reasonable Care not to make a Misrepresentation

When applying for this Policy

You must take reasonable care not to make a misrepresentation to **Us**. This responsibility applies until **We** issue **You** with a **Policy** for the first time or agree to renew, extend, vary/change, or reinstate **Your Policy**.

You must answer **Our** questions honestly, accurately and to the best of **Your** knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if **You** do not answer a question or if **Your** answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the **Policy**. If **You** are answering questions on behalf of anyone, **We** will treat **Your** answers or representations as theirs.

Whether or not **You** have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether **You** are represented by a broker, **Your** particular characteristics and circumstances **We** are aware of.

If **You** do not meet the above duty, **We** may reject or not fully pay **Your** claim and/or cancel **Your Policy**. If the misrepresentation was deliberate or reckless, this is an act of fraud, and **We** may treat **Your Policy** as if it never existed.

When You renew Your Policy

You must take reasonable care not to make a misrepresentation to **Us**. This responsibility applies until **We** renew **Your Policy** so if anything changes prior to **Your Policy's** renewal date **You** need to tell **Us**.

You must answer any of **Our** additional questions honestly, accurately and to the best of **Your** knowledge. Also, **You** must review **Your** responses to previous questions, replayed in the renewal declaration, and advise **Us** immediately if any information is inaccurate or has changed. Amendments may impact the terms of **Our** renewal offer.

A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if **You** do not answer a question or **Your** answer is obviously not complete or is irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the **Policy**. If **You** are answering questions on behalf of anyone, **We** will treat **Your** answers or representations as theirs.

Whether or not **You** have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether **You** are represented by a broker, **Your** particular characteristics and circumstances **We** are aware of.

If **You** do not meet the above duty, **We** may reject or not fully pay **Your** claim and/or cancel **Your Policy**. If the misrepresentation was deliberate or reckless, this is an act of fraud, and **We** may treat **Your Policy** as if it never existed.

If **Our** information or questions are unclear, **You** can contact **Us** on (02) 9227 8400 or via **Your** broker.

Cooling Off Period

If **You** are not completely satisfied with the **Policy**, **You** may cancel it by notifying **Us** in writing within 14 days of cover having commenced. **You** will receive a refund of the amount **You** have paid unless something has occurred for which a claim may become payable under the **Policy**.

How to make a Claim

Details about how **We** settle claims are provided in this document under the Claims Procedures and the Basis of Settlement sections within each cover section.

Complaints and Dispute Resolution Process

HMIA or HDI Global Specialty aim to acknowledge receipt of **Your** complaint by either telephone, email, social media channels or letter within 1 business day and advise the name and contact details of the employee assigned to liaise with **You**.

HMIA or HDI Global Specialty will respond to **Your** complaint in writing within 30 calendar days of first being notified of the complaint, provided HMIA or HDI Global Specialty have all the necessary information and have completed any necessary enquiries and/or investigations.

HMIA or HDI Global Specialty will keep **You** informed of the progress no less than every 10 business days unless it is resolved earlier. If HMIA or HDI Global Specialty is unable to respond within 30 calendar days, HMIA or HDI Global Specialty will provide **You** with an Internal Dispute Resolution Delay Notification outlining the reasons for the delay and **Your** right to complain to the Australian Financial Complaints Authority ("AFCA") if **You** are dissatisfied or something similar.

If **You** have any questions or concerns about **Your** insurance or the handling of a claim **You** should, in the first instance, refer **Your** complaint or dispute to HMIA.

You can contact HMIA at:

Phone: (02) 9227 8400
Email: servicefeedback@hmia.com.au
Mail: Suite 12.02, Level 12,
1 Castlereagh Street,
Sydney NSW 2000
PO Box H320,
Australia Square NSW 1215

If **We** do not make a decision within the period that **We** tell **You We** will respond, **We** will tell **You** about **Your** right to lodge a complaint with an external dispute resolution scheme. If **You** are not happy with **Our** response, **You** can refer **Your** complaint to AFCA subject to its rules. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its rules.

You can contact AFCA at:

Phone: 1800 931 678
Email: info@afca.org.au
Website: www.afca.org.au
Mail: Australian Financial Complaints
Authority
GPO Box 3 Melbourne
VIC 3001

If **You** require further information, **You** can access **Our** Complaints and Dispute Resolution Process at HMIA's website at www.hmia.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 the Australian Prudential Regulation Authority ("APRA").

Information about the FCS can be obtained from www.apra.gov.au.

Privacy Statement

For the purposes of this Privacy Statement "**We**", "**Us**" or "**Our**" includes HDI Global Specialty and HMIA, unless specified otherwise.

We are bound by the *Privacy Act 1988* (Cth) which includes the Australian Privacy Principles ("APPs"), when collecting and handling **Your** personal information including sensitive information.

We 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**.

We 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** and them in providing relevant services and products, or the purpose of recovery or litigation. If **We** disclose information to someone located overseas including the United Kingdom, European Union, Philippines, Vietnam, Malaysia and New Zealand, **We** will use best endeavours to ensure that they are subject to

laws with equivalent protection as the *Privacy Act 1988* (Cth) and EU General Data Protection Regulation ("GDPR"), where applicable, or that they agree to hold and deal with **Your** personal information in a manner that affords **You** similar protection. See the Privacy Policies set out below for further information.

If **You** consent to the disclosure of **Your** personal information to overseas recipients, and the overseas recipient handles **Your** personal information in a way other than in accordance with the APPs, **We** may not be responsible for the handling of **Your** personal information by the overseas recipient. If the overseas recipient handles **Your** personal information in breach of the APPs, **You** also may not be able to seek redress under the *Privacy Act 1988* (Cth) or in the overseas jurisdiction.

We may 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. Where required, **We** will request **Your** consent for any other purpose.

By providing **Your** personal information to **Us**, **You** consent to **Us** making the disclosures set out above which require consent. This consent to the use and disclosure of **Your** personal information remains valid unless **You** alter or revoke it by giving **Us** written notice. Without **Your** personal information **We** may not be able to issue insurance to **You** or process **Your** claim. **You** also have the opportunity to find out what personal information **We** hold about **You** and, when necessary, correct any errors in this information. Generally, **We** will do this without restriction or charge. For further information about **Our** Privacy Policies or to access or correct **Your** personal information, please contact HDI Global Specialty at the following address:

HDI Global Specialty SE – Australia
Level 19, 20 Martin Place, Sydney NSW 2000

Please contact HMIA at:

Phone: (02) 9227 8400

Address: Suite 12.02, Level 12,
1 Castlereagh Street,
Sydney NSW 2000
PO Box H320,
Australia Square NSW 1215

If **You** believe that **We** have interfered with **Your** privacy in **Our** handling of **Your** personal information **You** may lodge a complaint by contacting **Us**. **We** will attempt to resolve **Your** complaint in accordance with **Our** Privacy Complaints Handling Procedure. If **You** would like more information about **Our** Privacy Complaints Handling Procedure please contact **Us**.

HDI Global Specialty's Privacy Policy is set out on its website at www.hdi.global/en-au/legal/privacy/.

HMIA's Privacy Policy is set out on its website at www.hmia.com.au.

Updating the PDS

From time to time and where permitted by law, **We** may change parts of the PDS. **We** will issue **You** with a new PDS or a Supplementary PDS or other compliant documents to update the relevant information except in limited cases. Any updates which are not materially adverse to **You** from the view of a reasonable person deciding whether to buy this insurance may be found on HMIA's website at www.hmia.com.au.

Receiving Your Policy Documents

You may choose to receive the **Policy** documents:

1. electronically, including but not limited to email; or
2. by post.

If **You** tell HMIA to send the **Policy** documents electronically, HMIA will send them to the email address that **You** have provided. This will continue until **You** tell HMIA otherwise or until HMIA advises that this method is no longer suitable. Each electronic communication will be deemed to be received by **You** 24 hours after it leaves HMIA's information system. If **You** do not tell HMIA otherwise, **You** will receive **Your Policy** documents electronically.

You are responsible for ensuring that the email and mailing address that HMIA has is up to date. Please contact HMIA to change **Your** email or mail address should this be required.

Part B – Policy Wording

General Definitions Applicable to All Sections

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

The following definitions apply to all sections of the **Policy**:

Accident, Accidental	Means a sudden, fortuitous or unforeseen occurrence, happening or mishap, which is not expected nor intended by You and which causes damage to, or loss of, Your Insured Property and/or damage to, or loss of property belonging to You or others.
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.
Aggregate Excess	Means an amount shown in Your Schedule which represents the amount You must first incur before We pay a claim in respect of all claims arising from Accident(s) which occur during the Period of Insurance .
Consequential Loss	Means any other loss incurred by You as a result of a (Section 1 – Loss of Damage to Your Insured Property) claim covered by Us , other than physical damage to Your Insured Property as listed on Your Schedule .
Cyber Incident	Means any act, threat or hoax whether actual or perceived, authorised or unauthorised, or malicious, involving access to, use of or operation of any technological system, hardware, software, or communications system or electronic device installed or in any way connected to Your Insured Property or Your business.
Dangerous Goods	Means any of the following classes of Dangerous Goods as defined in the <i>Australian Code for the Transport of Dangerous Goods by Road and Rail 2020</i> (or subsequent amendments or replacement code, regulation or legislative instrument): - Class 1 - Explosives - Class 2 - Gases - Class 3 - Flammable Liquids - Class 4 - Flammable solids, Substances - Class 5 - Oxidising Substances, and Organic Peroxides - Class 6 - Toxic Substances and Infectious Substances - Division 6.1 Toxic Substances - Division 6.2 Infectious Substances - Class 7 - Radioactive Material - Class 8 - Corrosive Substances - Class 9 - Miscellaneous Dangerous Substances and Articles, including Environmentally Hazardous Substances.

Driver(s)	Means Your Employee , subcontractor, contractor, casual Driver , operator or anyone who is appointed by You to be driving, operating, using or in charge, possession, custody or control of the Insured Property or Substitute Insured Property .
Dry Hire	Means when Insured Property is hired out to a third party and You do not provide a driver or operator to control or use the Insured Property .
Employee(s)	Means any individual who works for and is part of Your business. An Employee : • is paid a wage; • has set hours of work; • is entitled to be paid holiday leave and sick leave; • is entitled to Superannuation Guarantee Charge; and • is covered by Workers Compensation Insurance.
Endorsement(s)	Means an Endorsement document that We issue to You that attaches to and forms part of the Policy . This document varies the terms and conditions of the Policy .
Excess(es)	Means the amount that You must contribute to each claim as shown in the Schedule and includes both applicable standard and additional Excesses . The standard Excesses are also shown in the Policy Wording.
Excluded Goods	Means: Class 1 Explosives, Class 6 – Division 6.1 Toxic Substances and Division 6. 2 Infectious Substances, Class 7 Radioactive Substances and, Asbestos or Asbestos related products, poly-chlorinated biphenyls (PCBs) forming part of Class 9 – Miscellaneous. (as defined in the <i>Australian Code for the Transport of Dangerous Goods by Road & Rail 2020</i> and any subsequent amendments or replacement code, regulation or legislative instrument).
Insured	Means the person, group or organisation whose property is covered by this Policy and listed within the Schedule .
Insured Property	Means Your Vehicle and/or Your Mobile Plant .
Limit of Liability	Means the maximum amount that We will pay under (Section 2 – Third Party Liability Cover) of the Policy for all claims arising out of one Accident and is shown in Your Schedule .
Loading or Unloading	Means the single action in which the weight of goods (or the particular portion of a consignment of goods) is transferred onto or from Your Vehicle direct from or to a fixed place of rest directly beside Your Vehicle .
Malicious Damage	Means loss or damage intentionally caused to Your Insured Property by someone else without Your consent.
Market Value	Means the market value of Your Insured Property immediately prior to the loss or damage, based upon the age and condition of Your Insured Property excluding any relevant input tax credit.

Mobile Plant	Means any mobile or motorised machinery or equipment that is not a Vehicle designed primarily for the transportation of people or goods on public roads or thoroughfares. Mobile Plant includes any associated attachment that is: • described in Your Schedule; or • permanently attached to Your Mobile Plant. Mobile Plant does not include: • rail and tram rolling stock; • equipment, machinery, or any other apparatus attached to Your Vehicle.
Official Inquiry	Means any official investigation, examination, inquiry ordered or commissioned by a statutory body or institution, and: a. which the Insured is legally compelled to attend; b. which has as its subject matter the affairs of You; and c. notice of which is first served on You during the Period of Insurance.
Payload	Means the maximum load that the Insured Property is designed to carry.
Period of Insurance	Means the period of insurance stated in the Schedule .
Personal Injury	Means death, bodily injury, sickness, disease, shock, fright, mental injury or mental anguish.
Policy	Means: a. the PDS, and Policy Wording (this document); b. the Proposal; c. the Schedule; d. any Endorsement; and e. any other document We tell You forms part of the Policy which may vary or modify the above documents.
Principal	Means the person, organisation, entity or company who has given You authority to act on their behalf.
Proposal	Means the form completed by You as the application for insurance that includes a full description and details of the items insured under this Policy and the annual declaration completed by You prior to the renewal of the Policy and attaches to and forms part of the Policy .
Schedule	Means the certificate of insurance attached to 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 together with the important details of Your insurance cover with Us .
Substitute Insured Property	Means the Mobile Plant or Vehicle used by You as a substitute for and of a similar nature and capability to Your Insured Property while Your Insured Property is being serviced, repaired or is not able to be driven, operated or used by You .

Sum Insured	Means the amount specified in the Schedule as the Sum Insured value excluding any relevant input tax credit.
Technology	Means telematics and/or video recording cameras and/or fatigue management Technology installed in Your Vehicle for the purpose of limiting or avoiding Accidents .
Territorial Limits	Means anywhere in the Commonwealth of Australia including when being transported by vessel between ports within its territorial waters.
Tipping	Means whilst any hoist or other mechanical apparatus fitted to a Vehicle or Trailer is fully or partially extended or is in the process of retracting.
Total Loss	Means Your Insured Property is stolen and not returned within a reasonable time as determined by Us or damaged beyond economical repair as determined by Us .
Tool of Trade	Means any of the following, while being used at the time of the Accident, for the purpose for which it was designed: • Mobile Plant; or • plant or equipment permanently attached to Your Vehicle that is used for, including but not limited to, digging, vacuuming, breaking, ploughing, compacting, sucking, shredding, grinding, cutting, fine scraping, grading, slashing, mowing, drilling, pumping, lifting, levelling and/or other similar operations.
Trailer(s)	Means a non-powered Vehicle used to carry goods and is towed by a Vehicle from one location to another. Trailers do not include caravans, mobile homes or other leisure chattels.
Vehicle(s)	Means the Vehicle(s) and/or Trailer(s) described in the Schedule or endorsed onto the Policy by an Endorsement issued by Us. When a Vehicle is a prime mover, this will include its bull bar, driving lights, built-in communication devices (as identified), Technology, tools supplied at manufacture and attached accessories. When a Vehicle is a rigid body truck, this will include its bull bar, driving lights, built-in communication devices, Technology, gates, tarps, dogs, chains, binders, ring feeder or bartlett ball (as identified), standard tools and attached accessories and any other attachment(s) declared in Your Schedule. When Vehicle is a Trailer, this will include gates, tarps, dogs, chains, binders, ring feeder (as identified), standard tools and attached accessories. Attached accessories include radios, telephones, compact disc (CD) and digital video disc (DVD) players, and standard accessories or standard appliances as supplied by the vehicle manufacturer whilst attached to or within Your Vehicle.
We, Us, Our, Insurer	Means HDI Global Specialty SE acting through its Australian branch, HDI Global Specialty – Australia, ABN 58 129 395 544, AFS Licence No 458776, Level 19, 20 Martin Place, Sydney NSW 2000.
Wet Hire	Means when Your Insured Property is hired out to a third party and You provide a Driver or operator to control or use the Insured Property .
You, Your	Means the party or parties named as the Insured in the Schedule .

The Agreement

Subject to the terms, conditions, limits 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
- d. during the **Period of Insurance**.

We will indemnify **You** against loss, damage and **Your** legal liability up to the corresponding **Sum Insured** or **Limits of Liability** stated in the **Schedule** and/or **Policy**.

Section 1 – Loss or Damage to Your Insured Property

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

What You are insured for

We will cover **You** for **Your** costs incurred arising from loss of, or damage to, **Your Insured Property** that is caused by or arises from an **Accident** or theft that happens during the **Period of Insurance** and occurs within the **Territorial Limits**. **Our** liability to **You** or others under this **Policy** shall be in accordance with the Basis of Settlement.

Your Policy includes the interests of any party who has an insurable interest in any **Insured Property** insured under this **Policy** by way of mortgage, lease, hire purchase or any other encumbrance over an **Insured Property** and detailed in the **Schedule**.

Basis of Settlement

For claims under this (Section 1 – Loss or Damage to **Your Insured Property**), **We** will at **Our** option:

Repair and Reinstate

Having regard to **Your** interests, **We** will repair and reinstate **Your Insured Property** or pay **You** the amount of the loss or damage, provided the payment does not exceed the lesser of its **Market Value** at the time of loss or damage or the **Sum Insured** for **Your Insured Property** stated in the **Schedule**.

New Mobile Plant or Vehicle Replacement

If **Your Vehicle** or **Mobile Plant** is deemed a **Total Loss**, **We** will replace it with a new **Vehicle** or **Mobile Plant** of the same make, model and specifications (or the closest available equivalent) if:

1. It is damaged or lost within three years of:
 - the date of its first registration after manufacture, in the case of a **Vehicle**; or
 - the date of purchase, in the case of **Mobile Plant**, provided it was purchased new and unused; and
2. A replacement is commercially available in Australia.

We will also pay for Stamp Duty and Dealer Delivery Costs, but **We** will not pay for the registration, CTP or any other insurance costs for the replacement **Insured Property**.

For the purposes of this clause, **We** will only pay up to a maximum of 20% in addition to **Your Insured Property Sum Insured** stated in the **Schedule**.

If **You** choose not to replace **Your Insured Property** or if a replacement with an equal model is not possible then settlement will be either **Your Insured Property's Market Value** at the time of loss or damage or its **Sum Insured** stated in the **Schedule**, whichever is the lesser.

This benefit does not apply:

- a. to non-owned or hired in **Vehicles** or **Mobile Plant**; or
- b. to the Optional Endorsement - Hired in Mobile Plant or Hired in Vehicles.

Total Loss

- a. If **Your Vehicle** is deemed a **Total Loss** and is damaged or lost more than three years from **Your Vehicle** first being registered after manufacture, **We** will pay the **Sum Insured** noted on the **Schedule**, or the **Market Value**, whichever is the lesser amount.
- b. If **Mobile Plant** is deemed a **Total Loss** and is damaged or lost more than three years from **Your Mobile Plant's** date of purchase, **We** will pay the **Sum Insured** noted on the **Schedule**, or the **Market Value**, whichever is the lesser.
- c. When **We** make a **Total Loss** settlement, the cover provided in this **Policy** for **Your Insured Property** will immediately cease.

Notwithstanding anything mentioned in the paragraphs above, the maximum amount **We** will be liable to pay for any claim or series of claims for loss or damage to **Your Insured Property** under this (Section 1 – Loss or Damage to **Your Insured Property**) of the **Policy** and that is caused by or arises out of one **Accident** shall be up to the limit shown on **Your Schedule**.

Finance Protection (Total Loss)

If **Your Insured Property** becomes a **Total Loss** arising from an **Accident** other than theft and/or fire, not including fire resulting from impact damage, and the **Market Value** is less than the amount owing by **You** under a lease or other finance agreement, **We** will pay **You** or any other party whom **You** direct **Us** to pay in accordance with this Finance Protection (**Total Loss**) clause.

We will pay **You** the difference between the amount of the termination payment under the lease, or other finance agreement, and the amount **We** pay to **You** in respect of **Your Insured Property** (calculated in accordance with the Basis of Settlement) subject to the

difference up to an additional 25% of the **Insured Property's Market Value** or 25% of **Your Insured Property's Sum Insured**, whichever is the lesser, and not exceeding the difference. The amount of the payment made under this clause will be calculated excluding:

- a. any payments and/or any interest in arrears on the date of loss; and
- b. any discount in respect of finance charges and/or interest for the unexpired term of such leasing or finance agreement on a date not exceeding 30 days after the date of loss; and
- c. any payment which is not due at the date of loss.

Underinsurance

If the **Sum Insured You** select for **Your Insured Property** is, at the time of any loss or damage, less than 80% of **Your Insured Property's Market Value**, then the settlement **You** will receive under this (Section 1 – Loss or Damage to **Your Insured Property**) of the **Policy** will be limited to the proportion that **Your Insured Property's Sum Insured** bears to 80% of its **Market Value**.

Any **Excess(es)** shown in the **Schedule** shall be applied to the claim after the calculation of this underinsurance provision.

You will be responsible for the portion of the claim that **We** do not pay in addition to the **Excess(es)** that applies.

Where **Your Insured Property** is a **Total Loss** **We** will pay **Your Insured Property's Sum Insured** or **Market Value**, whichever is the lesser.

Additional Benefits - Section 1

In addition to the cover provided above, **We** also provide the following Additional Benefits under (Section 1 – Loss or Damage to **Your Insured Property**).

Each Additional Benefit will specify whether it applies to **Vehicle**, **Mobile Plant** or both **Insured Property**.

Removal and Protection - Vehicles	If Your Vehicle suffers loss or damage that is subject to a valid claim under (Section 1 – Loss or Damage to Your Insured Property) of the Policy, We will also pay for the reasonable cost of protection and removal of Your Vehicle to the nearest repairer or place of safety or to any other place approved by Us. Removal and protection expenses do not extend to the load being transported.
Removal and Protection - Mobile Plant	If Your Mobile Plant suffers loss or damage that is subject to a valid claim under (Section 1 – Loss or Damage to Your Insured Property), We will also pay, provided We have given You prior written authorisation, the reasonable costs of recovery, dismantling and transporting Your Mobile Plant and its components, to and from the place of repair up to a maximum of \$250,000 per Accident.
Removal and Protection - Immobilised Mobile Plant	If Your Mobile Plant becomes unintentionally immobilised during operation and does not suffer loss or damage, We will pay the reasonable costs of recovery or retrieval of Your Mobile Plant to a nearby safe location. The maximum We will pay is \$50,000 in any one Period of Insurance. An Excess of \$2,500 applies under this Additional Benefit. For the avoidance of doubt, We will not pay under this Additional Benefit if Your Mobile Plant became immobilised as a result of mechanical failure, structural failure, or electrical or electronic breakdown.
Driver Personal Property - Vehicles	If Your Vehicle suffers loss or damage that is subject to a valid claim under (Section 1 – Loss or Damage to Your Insured Property), We will also pay for any personal property of Your Driver that is lost or damaged in the Accident, up to a maximum of \$2,500 per Accident. We will not pay for cash, negotiable instruments, jewellery or furs belonging to Your Driver.
Driver Trauma Counselling - Insured Property	If Your Driver who was operating or driving Your Insured Property has been involved in an Accident, and is subject to a valid claim under (Section 1 – Loss or Damage to Your Insured Property), We will pay the reasonable costs for Your Driver who was operating or driving Your Insured Property to obtain professional counselling for any trauma caused by the Accident. We will not pay more than \$5,000 per Accident and We will not pay for any costs which are covered by a statutory or compulsory insurance scheme, private health insurance or for which We are not permitted to provide by law.

Return of Insured Property	If Your Insured Property has been stolen and recovered, or damaged and repaired, and is subject to a valid claim under (Section 1 – Loss or Damage to Your Insured Property) then We will also pay for the reasonable costs incurred by You in returning Your Insured Property to its normal place of garaging or depot, up to a maximum amount of \$25,000. This sub-limit applies to each Insured Property per Accident.
Cost of Repatriating Driver - Vehicles	If Your Vehicle suffers loss or damage that is subject to a valid claim under (Section 1 – Loss or Damage to Your Insured Property) then We will also pay the reasonable cost, up to a maximum amount of \$10,000, 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 that the Accident occurred outside a radius of 100 kilometres from the point of departure.
Hire Vehicle Following Theft	We will reimburse You for the cost of hiring a Vehicle following the theft of Your Vehicle. This Additional Benefit will cease at the earliest of the following: • completion of repairs; • settlement of Your claim; or • recovery of Your Vehicle (if undamaged, and its location has been notified to You). This benefit commences 7 days after the date You notify Us of the claim. The maximum reimbursement under this Additional Benefit is \$12,500.
Signwriting - Insured Property	When We repair Your Insured Property, We will pay the reasonable reinstatement costs of signwriting and artwork that was in existence on Your Insured Property at the time of the Accident. If the signwriting was damaged, faded or otherwise not in new condition prior to the Accident, We may require You contribute a portion to account for the pre-accident condition of the signwriting.
Expediting Expenses - Insured Property	If Your Insured Property suffers loss or damage that is subject to a valid claim under (Section 1 – Loss or Damage to Your Insured Property), We will also pay up to a maximum amount of \$10,000 for temporary repair costs incurred by You, or to expedite permanent repairs of the damage to Your Insured Property including, but not limited to, the costs of overtime and express shipping.
Funeral Expenses Lump Sum Payment - Insured Property	If Your Driver who is operating or driving Your Insured Property is fatally injured due to an Accident otherwise covered under the Policy, We will pay to the deceased Driver's next of kin or to a beneficiary nominated in the deceased's will or testament a lump sum of \$10,000 for contribution towards funeral expenses, financial stress and trauma counselling. This Additional Benefit is only provided for policies with a Period of Insurance not exceeding 12 months (including any extensions).

Total Loss - Fatality - Insured Property	If You or Your Driver who was driving or operating Your Insured Property are fatally injured due to an Accident otherwise covered under the Policy, at Your option, We will offer to pay You the Market Value or Sum Insured (whichever is lesser) of Your Insured Property involved in the Accident less any applicable Excess(es) or other applicable deductions. This Additional Benefit is only provided for policies with a Period of Insurance not exceeding 12 months (including any extensions).
Additional Cost of Reinstatement - Mobile Plant	If the repairs to Your Mobile Plant require restoring it to a condition that exceeds its pre-loss or damaged state or involve additional costs to comply with government legislation or regulations for normal use, We will pay: a. up to 10% of the Sum Insured of Your Mobile Plant; or b. 50,000; whichever is the lesser. We will not pay for any additional costs for compliance with government legislation or regulation that You were required to comply with prior suffering loss or damage occurring. This Additional Benefit does not apply: a. to non-owned or hired in Mobile Plant; or b. to Optional Endorsement Hired in Mobile Plant or Hired in Vehicles.
Appreciation in Market Value - Mobile Plant	If Your Mobile Plant suffers loss or damage that is subject to a valid claim under (Section 1 – Loss of Damage to Your Insured Property) We will increase the Sum Insured by up to 25% based on its appreciation in value if: • We agree that its Market Value was equal to or less than its Sum Insured at the beginning of the Period of Insurance or if added subsequently, at the time it was added to Your Policy; and • We agree its Market Value immediately before the Accident exceeded its Sum Insured. This Additional Benefit will not apply to: a. to non-owned or hired in Mobile Plant; or b. to the Optional Endorsement Hired in Mobile Plant or Hired in Vehicles.
Mobile Plant Accessories	If Your Mobile Plant suffers loss or damage that is subject to a valid claim under (Section 1 – Loss or Damage to Your Insured Property) We will pay for loss or damage to accessories that are not specified on Your Schedule that would normally attach to Your Mobile Plant whether or not they are attached to Your Mobile Plant at the time of an Accident. The maximum We will pay is the lesser of \$10,000 or 10% of the Sum Insured of the Mobile Plant to which they would normally attach. We will not pay more than the Market Value if both Your Mobile Plant and its accessories are damaged. This Additional Benefit only applies to accessories that have not been specified on Your Policy Schedule. This Additional Benefit will incur an Additional Excess of \$1,000 per accessory.

**Dry Hire Difference
in Conditions
- Mobile Plant**

Under Section 5 - General Exclusions Applicable to All Sections, Exclusion 25 is deleted, if at the time of an **Accident Your Mobile Plant** was **Dry Hired** out to a third party and:

- There is a formal hire agreement between **You** and the hirer for the **Dry Hire** of **Your Mobile Plant**;
- **You** did not release, limit or waive liability or restrict **Our** right of recovery under any form of agreement; and
- **You** can prove that the hirer of **Your Mobile Plant** either:
 - did not arrange and hold a current insurance policy covering **Your Mobile Plant**; or
 - had insurance that provided lesser coverage than (Section 1 – Loss or Damage to **Your Insured Property**) of this **Policy**.

This Additional Benefit excludes theft of the **Mobile Plant** by the hirer or the failure of the hirer to return the **Mobile Plant** to **You**.

**Wet Hire - Subrogation
Waiver
- Mobile Plant**

Where **Your Mobile Plant** is subject to **Wet Hire** and the **Wet Hire** agreement:

- a. requires **You** to release the hirer from liability for loss or damage to **Your Mobile Plant**; and
- b. requires that **You** provide insurance on **Your Mobile Plant** for the hirer.

We agree to waive any right of recovery **We** may have against the hirer for loss or damage caused to **Your Mobile Plant** arising from an **Accident**.

Exclusions Applicable only to Section 1

In addition to the General Exclusions Applicable to All Sections on pages 34-36, the following exclusions apply to (Section 1 – Loss or Damage to **Your Insured Property**) of the **Policy** only.

We will not pay for:

1. **Consequential Loss** suffered by **You** as a result of **You** not having the use of **Your Insured Property** whether it be as a result of **Accidental** loss/damage or theft.
2. damage to the tyres or rubber tracks of **Your Insured Property** caused by application of brakes or by punctures, cuts, bursts, shedding of tread, blowout or any road use.
3. theft of or from **Your Insured Property** if steps to protect or safeguard **Your Insured Property** have not been taken by **You**, including but not limited to locking or immobilising **Your Insured Property** when it is not being driven or operated, leaving keys in the immediate vicinity of **Your Insured Property** except when the key has been locked within a key safe or similar device.
4. loss or damage resulting from, or occasioned by, the stealing, conversion, abscondment or misappropriation of **Your Insured Property** by:
 - a. the **Insured**; or
 - b. any party noted on the **Policy** as an interested party; or
 - c. an **Employee**, servant, agent or director of the **Insured**, where the stealing, conversion, abscondment or misappropriation is related to a claim that the **Insured** owes a sum of money to the **Employee**, servant, agent or director; or
 - d. any person to whom **Your Insured Property** has been loaned or hired.
5. any loss, damage, or resultant mechanical damage to **Your Insured Property** as the result of:
 - a. depreciation, wear and tear, rust or other forms corrosion; or
 - b. metal fatigue, mechanical events which includes but is not limited to incorrect use of the **Insured Property** contrary to manufacture specification, over-revving of the engine however this may have been caused, structural failure; or
 - 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 Insured Property** resulting directly from an **Accident** or fire caused by such failure as stated above.
6. depreciation or any other loss of value to **Your Insured Property**.
7. loss or damage occasioned by actual, or attempted, seizure or repossession of **Your Insured Property** where **Your Insured Property** is used as security or collateral for a debt.
8. the costs of repairing pre-existing damage or for the cost of fixing faulty repairs, design or workmanship, unless they were undertaken under this **Policy** and **We** agreed to them and they were carried out in relation to a claim.
9. loss or damage to any agitator, barrel, bowl or tanker trailer or pump and their fittings caused by the hardening or setting of concrete or bitumen, unless **You**, **Your Driver** or any other persons who have the benefit of indemnity under this **Policy** have taken all possible steps to remove the concrete or bitumen from the **Insured Property**.

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10. loss or damage to **Your Insured Property** or any resultant damage caused by the loss of oil or coolant in **Your Insured Property**. However, this exclusion will not apply if **Your Insured Property**:
- a. suffers **Malicious Damage**; or
 - b. is damaged by impact; or
 - c. is damaged by a person driving or operating **Your Insured Property** without **Your** permission.
-
11. any loss, damage or resultant damage to **Your Insured Property** occasioned by the incorrect application of engine additives such as, but not limited to, Adblue.
-
12. loss or damage, including loss as a result of abandonment, to the following items or any other consumable component that forms part of **Your Insured Property**:
- a. blades, cutting edges, cutting discs, knives, hammers, wear plates, pulverizing and crushing surfaces, screens, sieves, belts, chains or conveyor belts; and
 - b. drill rods and bits including, but not limited to, any part attaching to or forming part of the drill rod or bit such as pipes, shafts, guides, filters, gaskets, plugs, caps, beacon housings, tool heads, nozzles; and
 - c. any other electronic mechanism.
- This exclusion applies regardless of whether the part or item is being used for its designed purpose or not.
-
13. any Global Positioning System (GPS), laser or similar guidance equipment utilised by **Your Mobile Plant**, irrespective of whether they are located in or on **Your Mobile Plant** at the time of the **Accident** unless **We** have agreed to cover such equipment and **You** have paid any and all additional premium that **We** may require.
-
14. any crane or lifting device when it is being used for a lifting operation or movement of any load, utilising the simultaneous use of more than one crane or lifting device.
-
15. loss or damage to **Your Mobile Plant** from partial or total immersion in water due to tidal movement unless **You, Your Employees** or any other **Insured** have taken all reasonable steps to prevent or minimise the loss or damage.
-
16. any loss or theft of fuel from **Your Insured Property** including the cost of replacement fuel resulting from contamination.
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Section 2 – Third Party Liability Cover

Subject to the terms, conditions, limits 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
- c. costs incurred as a result of:
 - i. fire or explosion caused by **Your Insured Property**; or
 - ii. goods falling from **Your Insured Property**; or
 - iii. goods leaking or spilling from **Your Insured Property**;

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

Limit of Liability

Our total liability under this (Section 2 – Third Party Liability Cover) is the amount shown as the **Limit of Liability** in **Your Schedule**, for all claims arising from any one **Accident**. This limit is inclusive of all costs and expenses, including clean-up costs, for all claims arising from any one **Accident**, but excluding any claim(s) arising from the transportation of **Dangerous Goods** including clean-up, contamination or restitution of any land or waterway.

Additional Insurance – Limit of Liability for 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**, as shown in the **Schedule**, **We** will insure **You** for a further layer of liability, above and beyond any sum **You** are insured for under any marine, cargo, transit, carrier's liability policy or other insurance policy of a similar nature covering **Dangerous Goods** and held by **You** at the time of the **Accident**, up to a total of \$1,000,000 for any one **Accident**. The \$1,000,000 total in this section is inclusive of all costs and expenses, including clean-up costs, for all claims arising from any one **Accident**.

This clause is an additional insurance benefit included automatically in this **Policy** and shown in the **Schedule** for nil additional premium charged and is designed to supplement any marine, cargo, transit, carrier's liability policy or other insurance policy of a similar nature covering **Dangerous Goods** and held by **You** at the time of the **Accident**.

Additional Benefits – Section 2

In addition to the cover provided above, **We** also provide the following Additional Benefits under (Section 2 – Third Party Liability Cover). Unless otherwise stated, any amounts payable under the following Additional Benefits:

- a. form part of the amounts paid subject to the **Limit of Liability** not otherwise exhausted; and
- b. do not apply in addition to the **Limit of Liability**.

Legal Costs and Authorised Expenses

When an **Accident** is covered under this (Section 2 – Third Party Liability Cover), **We** will pay, within the **Limit of Liability**, all legal costs and expenses incurred by **You**, with **Our** written consent, in settlement or defence of claims for compensation arising from the **Accident**. **We** will not withhold or delay **Our** consent unreasonably.

Provided that if the **Limit of Liability** shown in the **Schedule** is less than the total paid, or payable, to settle or dispose of all claims that arise out of the **Accident**, then **We** will only pay a proportion of the legal costs and expenses. **Our** share of such legal expenses will be in the same proportion that the **Limit of Liability** represents to the total amount paid, or payable, to settle or dispose of all claims that arise out of the **Accident**. **We** will not pay for legal costs and expenses associated with an **Official Inquiry**.

Employer or Principal

We will pay the amount which **Your** employer or **Principal** may be held legally liable to pay as compensation, resulting from an **Accident** occurring during the **Period of Insurance**, involving **Your Insured Property** and caused by **You**, or arising out of the temporary use of **Your Insured Property** by **Your** employer or **Principal**, in connection with **Your** employer's or **Principal's** business.

Substitute Insured Property

We will pay for **Your** legal liability as described in (Section 2 – Third Party Liability Cover) arising from a **Vehicle** or **Mobile Plant** being used by **You** as a **Substitute Insured Property** while **Your Insured Property** is being serviced, repaired or is not able to be driven or operated.

We will provide **You** with this cover only if:

- a. the **Substitute Insured Property** is not already insured under another insurance policy entered into by someone other than **You**; and
- b. the **Substitute Insured Property** is not owned by **You** and **You** have the owner's permission to drive or operate the **Substitute Insured Property**.

Removal of Debris - Load

When an **Accident** is covered under this (Section 2 – Third Party Liability Cover) then **We** will also pay for reasonable costs necessarily incurred for the clean-up and removal of **Your Vehicle's** non-hazardous debris or load, other than debris or loads containing goods that are **Dangerous Goods** as defined within the *Australian Code for the Transport of Dangerous Goods by Road and Rail 2020* (or subsequent amendments or replacement code, regulation or legislative instrument), arising from an **Accident** or resulting from goods falling from **Your Vehicle**, up to a maximum of \$250,000 per **Accident** or any higher amount shown in the **Schedule**.

This Additional Benefit will only provide cover for any amount in excess of that which is insured under any marine, cargo, transit, carrier's liability or other insurance of a similar nature that **You** may have in force.

General Average	When an Accident is covered under this (Section 2 – Third Party Liability Cover) then We will also pay amounts for which You are held legally responsible to contribute in respect of Your Insured Property , if “General Average” is declared. General Average is declared when goods or cargo are thrown overboard or other steps are taken to safeguard the vessel and the remaining property on the vessel. All cargo owners share the expenses or salvage costs incurred by a ship owner in preserving the vessel and cargo including claims costs incurred by the cargo owner provided Your Insured Property is being transported by sea between Australian ports.
Cross Liability	Where You are comprised of more than one legal entity, the word “ You ” shall be considered as applying to each entity as if that entity were the only entity named as You . We waive all rights of subrogation or action which We may have acquired against any such entities. The Limit of Liability stated elsewhere in this Policy is not affected or increased as a consequence of this condition.
Liability for Leased Premises	We will pay Your legal liability for premises rented or leased by You up to \$250,000 where such damages are caused by a Vehicle listed in the Schedule .

Exclusions Applicable only to Section 2

In addition to the General Exclusions Applicable to All Sections on pages 34-36, the following exclusions apply to (Section 2 – Third Party Liability Cover) of the **Policy** only. **We** will not pay for claims caused by, arising from, or in any way connected with:

1. any liability arising when **Your Insured Property** is being used for the cartage of **Excluded Goods**.
2. loss or damage to goods or property entrusted to **You** or **Your Driver** for storage and or transportation.
3. loss or damage to goods or property that is owned by **You**, or **Your** family members, being **Your** parents, spouse, defacto partner, siblings, children or in **Your** possession, custody or control. This exclusion shall not apply to **Your** liability arising from damage to **Insured Property** belonging to **Drivers** or visitors contained within the confines of a car park owned and/or occupied by **You**.
4. **Personal Injury** to any person caused by, arising out of or sustained in the course of, the employment of such person by **You**, or any other liability imposed on **You** by:
 - a. any workers compensation or accident compensation legislation; or
 - b. the provision of any industrial award, agreement or determination or any contract of employment or workplace agreement.
5. **Personal Injury**:
 - a. to **You** or any person in charge of **Your Insured Property**; or
 - b. to any member of **Your** family or to any person ordinarily residing with **You** or with whom **You** ordinarily reside; or
 - c. to any **Employee**, agent, contractor, or sub-contractor employed or engaged by any person entitled to indemnity under this **Policy**.

6. **Personal Injury:**

- a. caused by or arising in connection with the use of a Northern Territory registered **Insured Property**; or
 - b. caused by or arising in connection with the use of a New South Wales or Queensland registered **Trailer** attached to **Your Insured Property** or having become accidentally detached at the time of the **Accident** resulting in **Personal Injury**.
-

7. **Personal Injury:**

- a. to the extent that **You** or any person using **Your Insured Property** with **Your** consent is entitled to indemnity, whether wholly or partially, under any compulsory statutory insurance scheme or accident compensation scheme; or
 - b. to the extent that **You** or any person using **Your Insured Property** with **Your** consent would have been entitled to compensation under such a scheme were it not for the failure to:
 - i. insure or register **Your Insured Property**; or
 - ii. to lodge a claim in accordance with its requirements; or
 - iii. comply with any of its terms and conditions.
-
8. pollution resulting from the 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. However, **We** will indemnify **You** where **Your** liability for pollution arising from an **Accident** and which takes place in its entirety at a specific time and place during the **Period of Insurance** and as otherwise provided for in **Limit of Liability** under Additional Insurance – Limit of Liability for **Dangerous Goods**.
-
9. any liability arising out of the use of **Your Insured Property** on the areas of airfields or airports set aside for "Aircraft Operations". Aircraft Operations includes but is not limited to taxiing, taking off, landing, parking, refuelling, **Loading or Unloading** of passengers and/or goods from aircraft.
-
10. any liability caused by, arising from or in any way connected with the use of **Your Insured Property** if it is unregistered or unlicensed at the time of the **Accident** giving rise to the claim and registration or licensing is compulsory pursuant to statute or any other government requirements.
-
11. any liability which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability.
-
12. any liability arising from the use of as a **Tool of Trade** other than whilst it is being driven on a public road or public thoroughfare.
-
13. any liability for an **Accident** involving **Dangerous Goods** in which **You** or **Your Driver** have not complied with the *Australian Code for the Transport of Dangerous Goods by Road and Rail 2020* (or subsequent amendments or replacement code, regulation or legislative instrument).
-

Section 3 – Additional Benefits Applicable to All Sections

The following Additional Benefits apply to all Sections of this **Policy** within the limits specified in **Your Schedule** of Insurance and Policy Wording.

Each Additional Benefit will specify whether it applies to **Vehicle, Mobile Plant** or both **Insured Property**.

Automatic Addition of Newly Acquired - Insured Property	We will provide interim cover for a maximum of 60 consecutive days, for any additional or replacement Insured Property purchased, leased or hired by You (and for which You are legally liable) during the Period of Insurance provided that: - the Insured Property is of a similar kind, use and carrying capacity to those currently insured under the Policy; and - the limit of cover which applies under (Section 1 – Loss or Damage to Your Insured Property) does not exceed: \$100,000 or the Market Value whichever is the lesser for Insured Property under 2 tonnes carrying capacity; or \$500,000 or the Market Value whichever is the lesser for all other types of Insured Property; and - during the interim cover, You will advise details of the additional Insured Property to enable Us to provide terms of cover; and - the Excess shall be the same as other similar Insured Property currently insured under the Policy.
Errors and Omissions - Insured Property	This insurance shall not be prejudiced by the unintentional or inadvertent omission, error, incorrect valuation or incorrect description with respect to Your Insured Property given by You, provided notice is given to Us as soon as practicable upon discovery of such error, omission, incorrect valuation or incorrect description, and You pay any additional premium required.
Police, Fire Brigade and Other Authorities - Insured Property	This Policy extends to cover You up to a limit of \$50,000 per Accident for all costs levied by the following authorities and as a result of an Accident involving Insured Property: - Police; - Fire brigade; and - any other authority. This Additional Benefit will not cover any clean-up and removal costs levied by any authority if We have already agreed to pay You the clean-up and removal costs under Additional Benefit – Removal of Debris – Load in (Section 2 – Third Party Liability Cover) of the Policy.
Waiver of Recourse - Public Authorities	We agree to waive any subrogation rights, remedies or relief that We may ordinarily be entitled to rely upon in the case of municipal, government, or similar statutory authorities where You have waived those rights in Your contract with such parties.

Acquired Companies

This **Policy** extends to include **Vehicles** and **Mobile Plant** in which **You** have an insurable interest following **Your** purchase, acquisition or formation of any company, subsidiary or firm during the **Period of Insurance** provided that:

- a. **You** declare to **Us** the details of all such **Vehicles** and **Mobile Plant** within 30 days of the attachment of **Your** insurable interest and agree to pay any additional premium that may be required; and
- b. the limit of cover which applies under (Section 1 – Loss or Damage to **Your Insured Property**) does not exceed:
 - i. \$100,000 or the **Market Value** whichever is the lesser for **Vehicles** under 2 tonnes carrying capacity; or
 - ii. \$500,000 or the **Market Value** whichever is the lesser for all other **Vehicles** or **Mobile Plant**; and
- c. the **Excess** shall be the same as other similar **Vehicles** and **Mobile Plant** currently insured under the **Policy**.

It is a condition that this Additional Benefit shall only operate to the extent that such **Vehicles** and **Mobile Plant** are not otherwise insured by another property damage policy.

**Trailer in Your Control
- Comprehensive**

When **You** have a **Trailer** of another person, entity or business in **Your** physical or legal possession, custody or control, **We** will cover **You**, subject to the other terms, conditions and exclusions of the **Policy**, under (Section 1 - Loss or Damage to **Your Insured Property**) and (Section 2 - Third Party Liability Cover) for loss or damage and provided:

- a. the cover does not extend to the contents or goods being carried in any **Trailer**, including any clean-up costs associated with the contents or goods;
- b. the **Trailer(s)** is not owned, leased, hired, rented or under any other finance arrangement by **You**; and
- c. the cover does not extend to loss or damage caused by or resulting from any act or omission (negligent or deliberate) by or on the part of any third parties or persons who own or hold a beneficial entitlement to the **Trailer** (or their servants and/or agents) and are specifically provided with cover under the **Policy**;

We will not provide cover under this Additional Benefit unless and until any owner or beneficiary entitled to any benefit under this **Policy** first agree to assign to **Us** all legal and/or equitable rights (including any subrogated rights) in relation to the potential recovery of any losses or damage covered under this Additional Benefit.

The maximum **We** will pay under (Section 1 – Loss or Damage to **Your Insured Property**) is limited to the **Market Value**, up to a maximum of \$100,000 per **Accident** or any higher amount shown in **Your Schedule**, whichever is the lesser. For the purpose of this Additional Benefit, the word **Trailer** refers to any single **Trailer** or a cojoined **Trailer** combination, which is designed to be attached to a prime mover or rigid **Vehicle** greater than 2.5 tonne.

Section 4 – Optional Endorsements

The following Optional **Endorsements** only apply if they are shown in **Your Schedule**.

We will provide the following Optional **Endorsements** when requested by **You**, when **You** pay any additional premium required and when shown on **Your Schedule** as applying.

Hired in Mobile Plant	If You hire or borrow Mobile Plant under an agreement and You are required to provide insurance for the hired or borrowed Mobile Plant, We will provide cover under (Section 1 – Loss or Damage to Your Insured Property) and (Section 2 – Third Party Liability Cover) of the Policy, subject to its terms and conditions. The maximum amount We will pay is: - the amount specified in Your Schedule for any single item of unspecified Hired in Mobile Plant; and - the amount specified in Your Schedule for all items of unspecified Hired in Mobile Plant lost or damaged in a single Accident. At Our discretion, We will either repair the Hired in Mobile Plant or compensate the owner for the loss or damage provided the settlement sum does not exceed its reasonable repair cost or its Market Value at the time of the loss or damage, whichever is the lesser. In relation to Hired in Mobile Plant the terms of Automatic Additions of Newly Acquired - Insured Property are replaced in their entirety by the terms in this Optional Endorsement. An Excess of \$2,000 applies to each item of Hired in Mobile Plant for every claim made under this Optional Endorsement.
Hired in Vehicle	If You hire or borrow Vehicle under an agreement and You are required to provide insurance for the hired or borrowed Vehicle, We will provide cover under (Section 1 – Loss or Damage to Your Insured Property) and (Section 2 – Third Party Liability Cover) of the Policy, subject to its terms and conditions. The maximum amount We will pay is: - the amount specified in Your Schedule for any single item of unspecified Hired in Vehicle; and - the amount specified in Your Schedule for all items of unspecified Hired in Vehicle lost or damaged in a single Accident. At Our discretion, We will either repair the Hired in Vehicle or compensate the owner for the loss or damage provided the settlement sum does not exceed its reasonable repair cost or its Market Value at the time of the loss or damage, whichever is the lesser. In relation to Hired in Vehicle the terms of Automatic Additions of Newly Acquired - Insured Property are replaced in their entirety by the terms in this Optional Endorsement. An Excess of \$2,000 applies to each item of Hired in Vehicle for every claim made under this Optional Endorsement.

Technology Excess Reduction

We will discount the total of all applicable **Excess(es)** payable by **You** by 50% in respect of an **Accident** if **Your Vehicle** at the time of the **Accident** is fitted with **Technology** approved by **Us**. This discount will only apply if the following conditions are complied with in full:

- a. within the first sixty days of the inception of the **Policy**, **You** provide **Us** the invoice showing the purchase and installation of the **Technology** to **Your Vehicle**;
- b. prior to the **Accident** occurring, the **Technology** was installed in **Your Vehicle** involved in the **Accident** and was maintained and operational in accordance with the **Technology's** manufacturer's manual or guidelines;
- c. following the **Accident**, **You** provide **Us** with a clear copy of the available camera video footage, telematics and any other **Technology** data from **Your Vehicle** that was involved in the **Accident**;
- d. the settlement amount for **Your** claim exceeds the total payable by **You** of all applicable **Excess(es)** for that claim prior to any discount provided by this Optional **Endorsement**;
- e. the cost of the **Technology** installed in **Your Vehicle** as evidenced by the invoices provided by **You** exceeds the total payable by **You** of all applicable **Excess(es)** after any discount applied by this Optional **Endorsement**;

No discount to the **Excess** will apply:

- a. where an **Aggregate Excess** applies to the **Policy** unless the **Aggregate Excess** sum has been exhausted;
- b. where the loss or damage to **Your Vehicle** is caused by theft, fire, **Malicious Damage** or natural events; or
- c. for windscreen/glass only claims.

On-Hook Liability

Exclusion 2 of (Exclusions Applicable only to Section 2) is amended to the extent that this **Policy** is extended to cover **Your** legal liability for loss or damage to any motor vehicle or item of mobile plant/machinery in **Your** physical possession, custody or control while it is being lifted, lowered or towed by **Your Vehicle's** hook or forks or similar device. The maximum **We** will pay in respect of loss of or damage to such motor vehicle or item of mobile plant/machinery is limited to the On-Hook Liability **Limit of Liability** shown in the **Schedule**.

Aggregate Excess

The **Aggregate Excess** is shown in **Your Schedule** and represents the amount which **You** must first bear, before **We** pay a claim, in respect of all claims arising from **Accidents** which occur during the **Period of Insurance**. Any **Policy Excess** that appears in the **Schedule** will first be applied to each claim made under the **Policy**. After the applicable **Excess(es)** is applied to each claim made under the **Policy**, any remaining amount under any claim will be applied to erode the **Aggregate Excess** if approved by **Us**.

Once the **Aggregate Excess** for the **Policy** has been fully exhausted, any further claims will be paid by **Us** subject to any applicable **Excess(es)** and the terms and conditions of the **Policy**.

Any loss assessment, investigation or other related costs incurred during the **Period of Insurance** are to be paid by **You** until such time as the **Aggregate Excess** has been fully exhausted.

If the fleet size or **Insured Property** values vary during the **Period of Insurance** then the **Aggregate Excess** will be adjusted proportionately subject to prior approval by **Us**.

Section 5 – General Exclusions Applicable to All Sections

The following exclusions apply to all sections of the **Policy**. **We** will not pay for claims caused by, arising from, or in any way connected with:

-
1. **Your Insured Property** being driven or operated by **You** or any other person who is not licensed to drive or operate such **Insured Property** under all relevant laws, by-laws and regulations and whom **You** knew, was not so licensed to do so by law, unless the **Insured Property** was being driven or operated without **Your** permission or authority.
-
2. **Your Insured Property** being driven or operated by, or in the charge of, any person:
 - a. under the influence of alcohol, or drugs (including prescription drugs); or
 - b. who drove, operated, or was in charge of **Your Insured Property** while having a blood alcohol concentration, or the presence of drugs (including prescription drugs), in their system which exceeded the legal limit prescribed by the laws of the state or territory in which the **Driver** was driving, operating, or in charge of **Your Insured Property**; or
 - c. 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, operating, or in charge of **Your Insured Property**.

However, **We** will pay if **You** prove that **You** did not know that the person driving, operating, or in charge of **Your Insured Property**, was so affected.

-
3. **Your Insured Property** being used to carry a greater number of passengers or convey, suspend, lower, or tow a **Payload** in excess of that for which **Your Insured Property** was constructed. **We** will however pay if **You** prove that the loss, damage or **Your** legal liability was not caused or contributed to by such greater load.
-
4. **Your Insured Property** being used in an unsafe or unroadworthy condition, unless such condition was not detected by **You**, or could not be detected by routine external physical observation. **We** will pay if **You** prove the loss, damage or **Your** legal liability was not caused or contributed to by the unsafe or unroadworthy condition of **Your Insured Property**.
-
5. any loss, damage or liability caused by, arising out of, or connected with any fraudulent or criminal act, or wilful, intentional or malicious act, or misconduct committed by **You** or by anyone acting on **Your** behalf with **Your** consent.
-
6. 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.
-
7. **Your Insured Property** being used in connection with the motor trade, experiments, exhibition, tests, trials, and demonstration or driven on any road, track or area which is closed for use to the general public.
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8. **Your Insured Property** being used for conveyance of passengers for hire, fare or reward.
-
9. **Your Insured Property** being used in, or participating in, or being tested or prepared for any motor sport including but not limited to rally driving, motor racing, any activity on a racetrack, competitive motor sport event, an experiment, contest or other motor sports event.
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10. **Your Insured Property** being used as a locomotive and rolling stock (not including road going **Vehicles** with 'wind down' rail wheels that may traverse railway lines).
-
11. any loss, damage or liability incurred if **Your Insured Property** does not run solely on land.
-
12. any loss, damage or liability incurred whilst **Your Insured Property** is underground, however this limitation shall not apply to **Your Insured Property** while travelling through road tunnels or while parked, traveling in or through or engaged in **Loading or Unloading** goods in a below ground parking facility or loading dock.
-
13. any loss, damage or liability intentionally caused by **You** or a person acting with **Your** express or implied consent.
-
14. any loss, damage or liability caused by or arising out of any nuclear energy risks being operations employing the process of nuclear fission or fusion or handling of radioactive material which operations include but are not limited to:
- a. the use of nuclear reactors such as atomic piles, particle, particle accelerators or generators or similar devices, or
 - b. the use, handling or transportation of radioactive materials, or
 - c. the use, handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion.
- This exclusion shall not apply to insurances of occupational risks 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, medical or research pursuits.
-
15. 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.
-
16. any loss, damage or liability incurred whilst **Your Insured Property** is outside the **Territorial Limits**.
-
17. any loss, damage, liability or expense caused by:
- a. vibration from **Your** use of **Your Insured Property**; or
 - b. the weight of **Your Insured Property** or its load exceeding any lawful requirements; or
 - c. **Your Insured Property**, including its load (being carried, towed, or in any way transported) or any **Tool of Trade**, which exceeds its lawful dimensions, height and/or width, unless its dimensions, height and/or width for the route upon which **Your Insured Property** was travelling at the time of the **Accident** was authorised by permit from the relevant statutory authority;
 - d. the reckless overloading or operation of **Your Insured Property** when its limiters, load measuring devices, safety mechanisms or warning systems are defective, non-operational or intentionally disabled, regardless of whether **You** were aware or not.
-
18. any loss, damage or liability caused from the use of a fuel, power or charging system in **Your Insured Property** which does not comply with the relevant Australian standard or loss, damage or liability caused by the use of incorrect fuel or fuel additive.
-
19. 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.
-

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20. any fraudulent means or devices having been used by **You**, or anyone acting on **Your** behalf, to obtain a benefit under this **Policy**.
-
21. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any **Act of Terrorism**.
-
22. any fines, penalties, aggravated, exemplary or punitive damages or liquidated damages.
-
23. any loss, damage, liability or cost suffered after **You** have entered into liquidation, bankruptcy, receivership or administration.
-
24. any loss, damage or liability that would expose **Us, Our** parent or affiliate or ultimate holding company, to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the United Kingdom, the European Union or the United States of America.
-
25. any loss, damage or liability incurred if **Your Insured Property** is hired out by **You** without **You** providing a **Driver** or operator. This exclusion does not apply to **Trailers** insured under this **Policy**.
-
26. any actual or suspected loss, damage, cost, expense or liability of whatsoever nature arising directly or indirectly caused by or contributed by, resulting from arising out of, or in connection with a **Cyber Incident**.
-
27. any actual or suspected loss, damage, cost, expense, or liability of whatsoever nature arising directly or indirectly out of, caused by or contributed to by, resulting from, or in any way connected with an Infectious or Communicable Disease.

For the purpose of this clause Infectious or Communicable Disease means any disease, sickness, or injury which can be transmitted whether airborne, by bodily fluid, or from any surface regardless of form.

Section 6 – General Conditions Applicable to All Sections

The following conditions apply to all sections of the **Policy**. If **You** do not comply with the conditions of this **Policy** **We** may refuse to pay **Your** claim, reduce the amount of the claim **We** pay or, in certain circumstances permitted by law, cancel the **Policy**.

Premium

You must pay **Your** premium as per the requirements set out in the **Schedule**.

Non-payment of Premium

You must pay **Your** premium. If **You** do not pay **Your** premium by the due date or if **Your** payment method is dishonoured and **We** have not received **Your** payment by the due date, **We** may cancel the **Policy** for non-payment of the premium.

Before a claim can be considered, the premium (including government charges) for the current **Period of Insurance** must be paid. Once **We** have accepted **Your** claim, **You** will be obliged to pay any **Excess** referred to in the **Schedule** before **We** will pay the claim or alternatively, **You** may authorise **Us** to deduct the **Excess** from any payment which **We** make to **You** in the finalisation of the claim. Should there be any information which **We** have not been given, or any changes in circumstance **We** should know, then **You** must tell **Us**, otherwise **We** may not cover **You** or continue to cover **You**.

Claims Procedures

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

1. notify **Us** in writing via email at claims@hmia.com.au with full details of the **Accident** and/or loss which may become the subject of a claim under this **Policy**, as soon as reasonably practicable.
2. send to **Us** as soon as reasonably practicable any communication received from other parties in relation to any **Accident** which may become the subject of a claim under this **Policy**.
3. tell **Us** without delay on becoming aware of any impending prosecution in relation to any **Accident** which may become the subject of a claim under the **Policy**.
4. provide all information relevant to the claim and cooperation which **We** may require, including signing any statutory declaration or other documents.
5. not admit guilt or liability or negotiate any claim without **Our** written consent, which **We** will not delay or unreasonably withhold.
6. allow **Us** full discretion, taking into account **Your** interests in the conduct, defence and settlement of any claim.
7. subject to the *Insurance Contracts Act 1984* (Cth), help **Us** to recover any money paid by **Us** from any person whom **You** may be able to hold liable. **We** will have the right to take any action in **Your** name.
8. not authorise repairs other than Expediting Expenses to **Your Insured Property** without **Our** written consent. **We** will not delay or withhold **Our** consent unreasonably. **We** will however pay for any Expediting Expenses covered under (Section 1 – Loss or Damage to **Your Insured Property**).
9. notify the police as soon as reasonably practicable after **You** have become aware of the theft or **Malicious Damage** to **Your Insured Property**.
10. be honest and open in **Your** dealings with **Us**.

Excess

You will have to contribute a sum of money which is called an **Excess** to the amount of any claim under this **Policy**. The standard **Excesses** are shown in Table 1 – Standard **Excesses**, as well as on **Your Schedule**. Any additional **Excesses** are shown in Tables 2 and 3 – Additional **Excesses**, as well as on **Your Schedule**.

Any **Excess(es)** shown on **Your Schedule** will prevail over the applicable **Excess(es)** in Tables 1, 2 and 3.

Table 1 – Standard Excesses

Type of Insured Property	Excess
Any articulated Vehicle over 2.5 tonne (including Trailers)	1% of Sum Insured , minimum \$1,250 per Vehicle
Any rigid Vehicle over 2.5 tonne	1% of Sum Insured , minimum \$1,000 per Vehicle
Mobile Plant	1% of Sum Insured , minimum \$1,250 per Mobile Plant
Any Vehicle up to 2.5 tonne	1% of Sum Insured or Market Value , minimum \$1,000 per Vehicle
Tow trucks	1% of Sum Insured , minimum \$2,500 per Vehicle
Hired in Mobile Plant	\$2,000 per Mobile Plant
Hired in Vehicles	\$2,000 per Vehicle
Trailer in Your Control	\$2,500 per Vehicle

Table 2 – Additional Excesses

Applicable only when the age of the **Driver** at the time of an **Accident** is under 23.

Type of Insured Property	Excess
Any articulated Vehicle over 2.5 tonne	\$5,000 per Vehicle in addition to any other Excess payable
Any rigid Vehicle over 2.5 tonne	\$2,500 per Vehicle in addition to any other Excess payable
Any Vehicle up to 2.5 tonne	\$2,000 per Vehicle in addition to any other Excess payable
Mobile Plant	\$2,000 per Mobile Plant in addition to any other Excess payable

Table 3 – Additional Excesses

Type of Insured Property	Excess
Any Vehicle whilst Tipping	Your Standard Excess detailed in Table 1 or specified within Your Schedule doubles

Deciding Who is at Fault

For the purposes of determining **Your** entitlement to indemnity under this **Policy**, based on the evidence available to **Us** and taking into account all of the circumstances, **We** will be responsible for deciding whether **You** contributed to the cause of an **Accident** and if there is an apportionment between **You** and other parties involved in the **Accident**. **We** will also be responsible to decide what portion **You** contributed to the cause of the **Accident**.

Choice of Repairer

We can assist **You** in selecting a suitable repairer to repair the damage to **Your Insured Property**, however **You** also have the right to choose **Your** own repairer. In both instances **We** will work closely with the repairer to strive to achieve the best repair outcome for **You** having regard to **Your** interests, however **We** may require a second quotation from a repairer chosen by **Us**. **We** will then choose (subject to any relevant **Policy** limits) to:

- authorise the repairs at **Your** repairer of choice;
- pay **You** the reasonable cost **You** have incurred in repairing **Your Insured Property**; or
- move **Your Insured Property** to a repairer **We** both agree will repair **Your Insured Property**.

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 ("ADR"). If such parts are not available, appropriate parts from alternative distribution channels may be used. **We** will not pay any amount greater than the maker's last list price in Australia (together with a reasonable charge for fitting) for the supply of any spare part, extra or accessory. In the event that any spare part, extra or accessory, cannot be obtained within a reasonable period of time, **We** may choose to pay **You** the value of the spare part, extra or accessory (together with a reasonable charge for fitting) rather than supply the spare part, extra or accessory.

Sublet Repairs

If repairs to **Your Insured Property** requires **Us** to engage the services of a specific specialist repairer and or supplier **We** may sublet that component to such repairer or supplier.

Guarantee and Warranty

We guarantee materials and workmanship on repairs **We** authorise for as long as **You** own or lease **Your Insured Property**.

Payment of unpaid premium when Your Insured Property is a Total Loss

If **Your Insured Property** is a **Total Loss** and **We** have agreed to pay **Your** claim:

- the amount of any unpaid premium for the **Period of Insurance** will be deducted from the amount payable to **You**; and
- if **We** are replacing **Your Insured Property**, **You** must pay **Us** the balance of any unpaid premium or instalments for the **Period of Insurance**.

Recovery after Theft

If **You** recover or find **Your** lost or stolen **Insured Property** including its accessories for which **We** have paid a claim, **You** must:

- inform **Us** as soon as reasonably practical; and
- give **Us** the recovered or found **Insured Property** including its accessories if **We** request **You** to do so; and
- assist **Us** in any way necessary to have ownership of the recovered **Insured Property** transferred into **Our** name.

If **You** do not, **We** may reduce or refuse **Your** claim to the extent that **We** are prejudiced.

Salvage

If **We** declare **Your Insured Property** 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 **Insured Property**. If **We** choose not to take possession of **Your** damaged **Insured Property**, **You** cannot abandon **Your** legal responsibilities in disposing of or otherwise making safe the **Insured Property**.

We shall sell the remains of the **Insured Property** and deal with the proceeds of the sale as follows:

- a. If the **Insured Property's Sum Insured** is less than 80% of its **Market Value**, **We** shall retain such proportion of the proceeds of the sale as the **Insured Property's Sum Insured** bears to its **Market Value**, and **We** shall account to **You** for the balance;
- b. If the **Insured Property's Sum Insured** is 80% or more of its **Market Value** but less than 100% of its **Market Value**, **We** shall account to **You** for the lesser of:
 - i. all proceeds of the sale; or
 - ii. the amount by which the **Market Value** exceeds the **Insured Property's Sum Insured** and **We** shall retain the balance;
- c. if the **Insured Property's Sum Insured** is 100% or more of its **Market Value**, **We** shall retain all the proceeds of the sale.

Other Insurance

If at the time any claim arises under this **Policy** there is any other insurance in force covering the same liability, in part or in full, **You** must promptly notify **Us** of full details of such other insurance, including the identity of the insurer(s) and the **Policy** number(s), and such further information as **We** may reasonably require.

Subject to the *Insurance Contracts Act 1984* (Cth), **We** reserve the right to seek a contribution from the other insurer(s).

Other Interests

Your Policy does not provide cover in respect of the interest of any entity or person not named in **Your Schedule**. Any persons or entities 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 **Insured Property** insured under this **Policy** and **We** agree to settle **Your** claim by cash payment, **We** reserve the right to pay all or part of the claim proceeds to the financier, to which they are entitled. This will satisfy **Our** obligations to **You** under the **Policy** for the payment of **Your** claim.

Reasonable Care

You must exercise care:

- a. to prevent loss, damage or liability; and
- b. to maintain **Your Insured Property** in sound condition and to minimise the risk of or avoid theft by maintaining security devices; and
- c. to comply with all statutory obligations, by-laws, regulations and Public Authority requirements; and
- d. to comply with safety requirements, including those relating to fire appliances, and to minimise any loss, damage or liability; and
- e. to only employ qualified **Drivers**, agents and contractors and ensure they meet the requirements specified in clauses a. to d. above; and
- f. to the standard that an ordinary person or company in **Your** circumstances would take in avoiding harm, injury or loss.

Change of Risk

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. Any additional premium as a result of the change must be paid by **You**, or **You** have the option to cancel the **Policy**.

Change of Ownership

If **You** sell or otherwise dispose of **Your Insured Property** then insurance cover for the **Insured Property** will end at the time of such sale or disposal. **We** will refund **Your** premium for the unused portion of the **Policy**.

Cancellation

1. **You** may cancel this **Policy** at any time by notifying **Us** in writing.

We may cancel this **Policy** where **We** are allowed to do so by law by notifying **You** in accordance with the *Insurance Contracts Act 1984* (Cth). Such cancellation shall take effect at the earlier of the following times:

- a. the time when another **Policy** of insurance between **You** and **Us** or some other insurer, being a **Policy** that is intended by **You** to replace this **Policy**, is entered into; or
 - b. at 4.00pm on the 5th business day after the date on which notification in writing was given to **You**.
2. After cancellation by **You**, **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; and
 3. After cancellation by **Us**, **You** will be entitled to a refund on a pro rata basis in relation to the unexpired **Period of Insurance**.
 4. If **We** have paid a claim for a **Total Loss** no refund of premium will be given in relation to that **Insured Property**.

Making Changes to Your Policy

If **You** wish to make changes to **Your Policy**, **You** must advise **Us** and the change will be effective if:

- a. **We** agree to make the change; and
- b. **You** pay or agree to pay **Us** any additional premium required; and

- c. **You** pay or agree to pay **Us** the Endorsement Fee if applicable; and

We confirm in writing the change is effective and that cover is in place.

Section 7 – General Terms

Law and Jurisdiction

This **Policy** is subject to the laws of Australia. Any dispute relating to **Your Policy** shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which **Your Policy** was issued, or the Federal Court of Australia.

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* (Cth), in relation to that acquisition, whether or not that acquisition is actually made.

Where **We** make a payment to **You**, or on **Your** behalf, under this **Policy** **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* (Cth) had the payment been applied to acquire such goods, services or supply.

Currency

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

Interpretation

The headings are included for descriptive purposes only and do not form part of the **Policy** for the purpose of its construction or interpretation.



HMIA Pty Ltd

ABN 11 169 198 323

PO Box H320, Australia Square NSW 1215

p 02 9227 8400 **e** enquiries@hmia.com.au

HMIA Pty Ltd is an Authorised Representative
(No.462126) of SGUAS Pty Ltd

ABN 15 096 726 895 AFSL 234437

hmia.com.au

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Heavy Motor Insurance Australia