



**atl** INSURANCE  
GROUP

## Heavy Motor Insurance

Product Disclosure Statement



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## INTRODUCTION

This document contains information designed to help You decide whether to buy this Insurance product. After You have read it thoroughly and You decide to buy insurance from Us, keep this Policy Wording and Product Disclosure Statement in a safe place together with all Policy Schedules We issue in the future, as they will form Your Contract of Insurance with Us.

## THE INSURER

The insurer of this product is The Hollard Insurance Company Pty Ltd (Hollard), ABN 78 090 584 473, AFSL 241436.

Hollard is located at:  
Level 12, 465 Victoria Avenue  
Chatswood NSW 2067 Australia

Hollard has given ATL Insurance Group Pty Ltd, (ATL) an insurance binder authority. ATL's corporate details are ABN 33 133 273 631 and AFSL 333234.

ATL issues this product on behalf of Hollard, under their insurance binder authority. ATL has authority to issue, vary and cancel and handle claims arising under this insurance product. In issuing this product ATL is not acting as your agent; they act on behalf of Hollard.

If You require information about this insurance please contact ATL Insurance Group.

ATL Insurance Group is located at:  
Unit 3, Ground Floor, 17 Mt Gravatt-Capalaba Road Upper  
Mount Gravatt QLD 4122  
Phone: 1300 667 178 Fax: (07) 3420 8899

## YOUR CHOICE OF PROTECTION

You can select one of the following Types of Cover:

### Comprehensive cover:

Subject to all the terms, conditions and exclusions of the Policy, You are covered for theft and Accidental Loss or Damage to Your Vehicle occurring in the Period of Insurance. This cover is set out under **Section 1** of the Policy.

Comprehensive cover also includes the cover provided for Third Party Property Damage, which is set out under **Section 2, 3 & 4** of the Policy.

or,

### Third Party Property Damage cover only:

Subject to all the terms, conditions and exclusions of the Policy, You are covered for amounts You become legally responsible to pay another person because of an Accident arising out of the use of Your Vehicle causing Loss of or damage to property owned by someone else.

This cover is set out under **Section 2** of the Policy.

We will issue a Policy Schedule that will indicate the "Type of Cover" together with the Sections of the Policy that are valid for the level of cover You have chosen.

**Additional Benefits** may also apply depending on the type of cover You choose. These include:

- Additional Interests
- Automatic Additions and Deletions
- Cross Liability / Release / Subrogation Waiver
- Emergency Repairs
- Employee's Personal Effects
- Funeral Expenses
- Hire Vehicle Following Theft
- Loading and Unloading of Your Vehicle
- Locks and Keys
- Marine General Average Contribution
- New Vehicle Replacement Cover
- Non Owned Trailer Cover
- Removal of Debris/Load
- Repatriation Costs
- Total Loss – Encumbered Vehicles
- Towing Costs

## PREMIUM CALCULATION

Our Premiums are calculated when certain information is provided by You. This information includes (but is not limited to):

- Type of Vehicle/s
- Value of Vehicle/s
- Type of cover required
- The type of load/s being conveyed
- Age of drivers
- Operating radius and location of the Vehicle/s
- Claims and Accident history of Your Vehicles
- Any Risk Management Initiatives currently in place

Your Premium will also include amounts payable in respect to compulsory statutory charges i.e. Stamp Duty, Fire Services Levy, GST and Our administration fee.

The total amount payable will be advised to You when We issue You with a quote and again when We issue the Policy Schedule.

## “COOLING OFF” INFORMATION

If You want to return Your Policy after You purchase it, You may cancel and receive a full refund. However, You must notify Us in writing within 14 days from the commencement date of the Policy or within 14 days of any renewal date.

The cooling – off right does not apply if You have made or are intending to make a claim under this Policy. Even after the cooling – off period ends, You are still entitled to cancel the Policy however administration costs may be deducted from the refund amount, along with any non-refundable taxes.

## THE PURPOSE OF THIS PRODUCT DISCLOSURE STATEMENT (PDS)

The Product Disclosure Statement (PDS) contains information designed to assist a ‘retail client’ in making an informed decision about this product. This PDS (including the Policy wording) provides covers which may or may not be provided to an Insured defined as a ‘retail client’ under the Corporations Act 2001 (Cth) depending on the insured’s circumstances. Only the parts of the Policy document relevant to cover provided to the Insured as a retail client and only other documents We tell the Insured are included, make up the PDS for the purposes of the Act.

## YOUR DUTY OF DISCLOSURE

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

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

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

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

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

## PRIVACY

We are bound by the Australian Privacy Principles (APPs) under the Privacy Act 1988 (Cth) and comply with the Privacy Act 1988 (Cth). We are committed to ensuring that all Our business dealings comply with the APPs and acknowledge the importance of keeping personal details for individuals confidential and secure.

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling.

We disclose personal information to reinsurers, insurance intermediaries, insurance reference bureaux, credit reference agencies, Your broker and those involved in the claims handling process, for the purposes of assisting Us and them in providing relevant services and products, and for the purposes of litigation. We limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it. By providing personal information to Us or Our agent, You consent to Us making these disclosures.

Without this information, We may not be able to provide You with the services You require.

When You give Us personal information about other individuals, We rely on You to have made or make them aware that You will or may provide their information to Us and the types of third parties We may provide it to, the relevant purposes We and the third parties will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant information.

If You would like a copy of Our Privacy Policy, would like to seek access to or correct Your personal information, or opt out of receiving materials We send, please contact Us.

## GENERAL INSURANCE CODE OF PRACTICE

Hollard is a signatory to the General Insurance Code of Practice. The objectives of this Code are to:

- commit Us to high standards of service;
- promote better, more informed relations between Us and You;
- maintain and promote trust and confidence in the general insurance industry;
- provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You; and
- promote continuous improvement of the general insurance industry through education and training.

You can obtain a copy of the Code from the Insurance Council of Australia website [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au) or by phoning 02 9253 5100.

## FINANCIAL CLAIMS SCHEME

Hollard is an insurance company authorised under the Insurance Act 1973 (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and is subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Hollard are met within a stable, efficient and competitive financial system.

Because of this, Hollard is exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act. Hollard has compensation arrangements in place that are in accordance with the Insurance Act.

The protection provided under the Federal Government's Financial Claims Scheme (the Scheme) applies in relation to Hollard and the policy. If Hollard were to fail and were unable to meet their obligations under the policy, a person entitled to claim insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at [www.apra.gov.au](http://www.apra.gov.au) or the APRA hotline on 1300 55 88 49.

## COMPLAINTS & DISPUTE RESOLUTION

We will do everything possible to provide quality service to You. However, We recognise that occasionally there may be some aspects of Our service or a decision We have made that You may wish to draw to Our attention.

Please contact Our staff on 07 3420 8888.

If Our staff cannot resolve the matter with You within 24 hours, Our Complaints and Dispute Resolution Procedure undertakes to provide an answer to Your complaint within 15 working days. If You have a complaint, please forward the details of Your concern in writing to Us at the following address;

The Complaints Manager  
ATL Insurance Group  
PO Box 6824  
Upper Mount Gravatt QLD 4122

If the complaint still remains unresolved, You may take it to the Financial Ombudsmen Service who is an independent body to whom We subscribe to assist with resolution of disputes.

This service resolves certain disputes between consumers and insurers and will provide an independent review at no cost to You.

Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001  
Phone 1300 780 808  
Fax 03 9613 6399

## DEFINITIONS

You need to now understand what We mean by certain terms contained in Your Policy.

**“Accidental Loss or Damage”** refers to loss or damage that has occurred by Accident. An “Accident” is an unforeseen or unintended happening that is not expected or designed.

**“Agreed Value”** means the set value for which We have agreed to cover Your Vehicle throughout the policy period. We will only provide Agreed Value cover if You have applied for it and We have agreed to it and it is noted on Your Policy Schedule.

**“Airside”** is defined as the section of an airfield where aircraft are situated and operated. An airfield is defined as an area of land set aside for the take-off, landing, taxiing, parking and maintenance of aircraft.

**“Carrying Capacity”** refers to the maximum allowed weight Your Vehicle is lawfully able to carry excluding the Vehicle’s actual weight.

**“Cover Note”** means an interim contract of insurance issued by Our office.

**“Gross Vehicle Mass”** refers to the maximum legally allowed weight of Your Vehicle including the goods it can carry.

**“Malicious Damage”** refers to intentional damage done to Your Vehicle by someone else without Your consent or knowledge.

**“Market Value”** refers to the monetary value for which a willing buyer would pay for a Vehicle of the same age, make, type, configuration and condition, immediately prior to the loss or damage occurring but excludes cost and charges for registration, stamp duty transfers and any dealer warranty costs.

**“Period of Insurance”** refers to the period shown in the Policy Schedule for which We provide You insurance cover.

**“Plant Equipment”** refers to static pieces of equipment used in construction or earthmoving industries that cannot move under their own power e.g. crushing plants.

**“Policy Schedule”** refers to the schedule of insurance or any endorsement schedule We give You.

**“Reckless(ness)”** means an act that either pays no regard for or indifference to its probable or possible injurious consequences under the circumstances, even though such consequences are foreseeable.

**“Substitute Vehicle”** refers to a Vehicle not owned or belonging to You which is Used by You with the owner’s consent whilst Your Vehicle cannot be used because it is undergoing repairs or service or is not drivable.

**“Sum Insured”** refers to the value which You have elected to insure Your Vehicle for and is noted on Your Policy Schedule.

**“Tool of Trade”** means the use or operation of a Vehicle and/or equipment, tool or apparatus which forms part of the Vehicle, but only whilst being used for its designed purpose of digging, boring, drilling, compacting, grading, scraping, shovelling, levelling, clearing, harvesting, ploughing, pumping, spraying, compacting, vacuuming and other similar activities other than for driving on the road.

**“Total Loss”**. Your Vehicle will be declared a total loss if the cost of repairing the Vehicle, less any salvage value of the damaged Vehicle (if applicable), exceeds the Sum Insured or the Market Value of the Vehicle, whichever is the lesser, or when Your Vehicle is stolen and not recovered within a reasonable period of time, or Your Vehicle is destroyed beyond repair. All will be determined by Us.

**“Vehicle”** refers to the motor vehicle(s), mobile machine(s) and/or trailer(s) including standard equipment supplied by the original manufacturer, plus any bull bars, driving lights, UHF or CB radios.

It also includes sign writing, fixed phones, tools, accessories, tarps, gates, dogs, chains, binders, Power Take Off units, digging implements and appliances, but only whilst attached to, within or on Your insured Vehicle. The maximum We will pay for loss or damage covered by the Policy for these items is \$5,000 per event unless they are otherwise specifically and individually detailed in Your Policy Schedule. Cover does not include mobile phones, PDAs, personal computers or other similar electronic equipment.

**“We”, “Our” or “Us”** refers to ATL Insurance Group Pty Ltd as agents of Hollard. All contact in respect to this Policy should be directed to ATL.

**“You” or “Your”** refers to the person(s), companies or firms named on the current Policy Schedule as the “Insured”.

## WHAT YOU ARE INSURED AGAINST

Provided You have paid Us the required Premium, completed the Commercial Motor Proposal Form and supplied Us with all of the necessary information we have requested, We will issue You with a Policy Schedule. These documents combined with this Product Disclosure Statement and Policy Wording will form Your Insurance contract. These documents will indicate the type of cover You have selected and will list which of the following sections of the Policy apply to Your insurance cover.

### SECTION 1 – LOSS, DAMAGE OR THEFT OF YOUR VEHICLE

Where Comprehensive Cover is shown on your Policy Schedule We will cover Your Vehicle(s) for theft, attempted theft or Accidental Loss or Damage occurring during the Period of Insurance subject to the terms, conditions and any endorsements to the Policy.

We will, at Our option, repair, reinstate, replace or pay for the amount of the loss or damage to Your Vehicle, but We will not pay an amount that exceeds the Sum Insured or Market Value at the time of the loss, whichever is the lesser.

If the cost of repairs to Your Vehicle exceeds the Vehicle's Market Value, less any salvage value of the remains and components, We will treat it as a Total Loss and pay You the Sum Insured or the Market Value, whichever is the lesser, in settlement, subject to any adjustment in accordance with the GST provision and less any applicable excess/s.

However, where Your Vehicle is a Rigid Body Truck (excluding tankers, concrete agitator/pumping, garbage compactors or any other specialised applications) with a carrying capacity of 10 tonnes or greater, or a Prime Mover, or a trailer with a carrying capacity of 5 tonnes or greater and is deemed a Total Loss within the first 2 years of its original registration, We will pay You an amount up to the Sum Insured shown in the Schedule.

In any event We will not pay more than \$10,000,000 in aggregate under Section 1 of the Policy for any loss or damage to Your motor Vehicles insured by Us, arising out of the one same event.

### However, We will not pay any claims under Section 1 for:

1. Depreciation, age, rust or corrosion, wear and tear, general deterioration, mechanical, electrical or electronic failure including loss or damage caused by or related to any component part or equipment (including software) not properly processing, not properly executing functions, or programs involving a date, year or any period of time.
2. Damage to Your tyres due to the application of brakes or by punctures, cuts or bursts, unless the damage was caused as a result of an Accident covered under this Policy or by Malicious Damage.
3. Loss of, or theft of, or damage to Your Vehicle if You have not taken reasonable steps to safeguard or protect Your Vehicle including not locking the Vehicle or leaving keys in, on or near the Vehicle.
4. Any loss suffered because You are unable to use Your Vehicle.
5. Loss or damage to any concrete agitator, barrel, bowl or pump and their fittings caused by the solidification or setting of concrete unless it is as a result of another loss that is indemnified under this Policy.
6. Damage to blades, drills, buckets of Your plant or equipment or earthmoving machinery whilst such plant equipment or machinery is being used in normal operation.
7. Loss of or damage to Your Vehicle outside Australia except where Your Vehicle is being transported by sea between Australian ports.
8. Loss or damage to Your Vehicle due to faulty design or workmanship.

## SECTION 2 - THIRD PARTY LIABILITY

Where Third Party Liability is shown on your Policy Schedule and Your Vehicle is registered in accordance with State or Territory laws and the loss occurs within the Period of Insurance, subject to the terms, conditions and any endorsements to the Policy We will pay all amounts up to the liability limit of \$30,000,000 which You, or, any person who is driving, or, in charge of Your Vehicle with Your consent, may be held liable to pay for damage to property of another person as a result of an Accident arising out of:

- a) the use of Your Vehicle by You or anyone using it with Your consent. This includes any trailer attached to Your towing Vehicle whether or not the trailer belongs to you,
- b) Goods, being merchandise or equipment, falling from Your Vehicle,
- c) the transportation of Dangerous Goods (as defined in the Dangerous Goods Act) with the maximum amount payable under this clause being limited to \$1,000,000 unless otherwise stated in Your Policy Schedule. However, this cover is only extended to cargo that falls within the following classes in terms of the Australian Dangerous Goods Code:
  - Class 1 – Explosive substances or articles
  - Class 2 – Gases
  - Class 3 – Flammable liquids or substances
  - Class 4 – Flammable solids or substances
  - Class 5 – Oxidising agents or organic peroxides
  - Class 6.1– Toxic substances
  - Class 8– Corrosive liquids or substances
  - Class 9– Miscellaneous dangerous goods
- d) Your use of a Substitute Vehicle while Your Vehicle is being serviced, repaired or is not drivable provided always that:
  - i) only one Substitute Vehicle is used at any one time, in place of Your Vehicle, and
  - ii) the Substitute Vehicle is not already covered under another insurance policy, and
  - iii) that You have the owner's permission to drive the non-owned Substitute Vehicle, and
  - iv) You notify Us on the day of the substitution.

## SECTION 3 – YOUR EMPLOYERS, PRINCIPAL OR PARTNERS LIABILITY

We will provide cover, in accord with the terms and conditions of Section 2 of the Policy, for the amount Your employer, principal or partner may be held legally liable to pay for Accidental damage to property You cause, while You are using Your Vehicle on company business. This cover is only provided if the type of business Your Vehicle is being used for is not excluded by Our normal underwriting criteria.

## SECTION 4 - SUPPLEMENTARY BODILY INJURY

Subject to the Terms, Conditions and Exclusions of the Policy We will provide cover for the amount which You may be held legally liable to pay for compensation in respect of death or of bodily injury to persons, as a result of an Accident arising out of the use of Your Vehicle with Your consent, provided that Your Vehicle is registered for use on a public road when such liability is incurred.

### However, We will not pay under Section 4:

1. Any claims in respect of death or bodily injury if You or any person using Your Vehicle with Your consent:
  - a) Is partly or wholly entitled to indemnity under any compulsory statutory insurance scheme or Accident compensation scheme, or
  - b) would have been entitled to indemnity under any such scheme but for failure to:
    - i) insure or register Your Vehicle, or
    - ii) lodge a claim in accordance with its requirements, or
    - iii) comply with any of its terms and/or conditions.
2. For Your liability for death and/or bodily injury to any:
  - a) person driving Your Vehicle,
  - b) of Your employees,
  - c) member of Your family,
  - d) person if Your Vehicle is registered in the Northern Territory of Australia.

## EXCLUSIONS TO SECTIONS 2, 3 & 4 OF THE POLICY

### We will not provide cover for:

1. any loss or damage to property owned or rented by You, or property belonging to anybody else whilst it is in Your physical care, custody or control, including whilst being transported on Your Vehicles.
2. any loss or damage caused by the escape of dangerous goods after Your Vehicle is involved in an Accident, unless such transportation of the dangerous goods complies with all regulatory or legislative requirements. The maximum We will pay will be \$1,000,000 for any one loss unless another amount is specifically stated on Your Policy Schedule.
3. liability directly or indirectly arising out of the discharge, release, seepage or escape of pollutants, or other contaminants into water, land, buildings or structures or the atmosphere, unless, the loss arises from a sudden identifiable Accidental escape, that is unintended and/or unexpected by You and which takes place in one event during the Period of Insurance, whilst being transported by Your Vehicle where such transportation complies with regulatory or legislative requirement. The maximum We will pay is \$1,000,000.
4. loss or damage caused by the use or escape of any nuclear material or nuclear waste, ionising particles, radioactive material, biochemical and/or hospital waste and carcinogens.
5. loss, damage, cost or expense directly or indirectly arising out of, or resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
6. loss or damage to property caused by vibration from Your Vehicle.
7. any liability if Your Vehicle is unregistered.
8. liability for death or bodily injury arising out of Queensland registered mobile plant and equipment whilst it is being used as a Tool of Trade.
9. any liability arising out of the use of Your Vehicle 'Airside', or at a recognised airfield.
10. punitive, exemplary or aggravated damages.

The maximum total We will pay in respect of Sections 2, 3 and 4 combined, inclusive of all legal costs and expenses (incurred with Our written consent) is \$30,000,000.

## SECTION 5 - ADDITIONAL BENEFITS

If You have selected Comprehensive cover, the Additional Benefits listed below will be included in Your Policy coverage.

### Additional Interests

This Policy includes the interests of owners, mortgagees, financiers, lessors, trustees and all other parties as specifically advised by You and noted on Your Policy Schedule.

### Automatic Additions & Deletions

We provide automatic cover under all sections of the Policy for any Vehicle, with a value of less than \$300,000 and of a similar kind or nature to Vehicles already covered under this Policy, which You acquire during the current Period of Insurance and in which You acquire an insurable interest, but only from the time such an insurable interest is acquired. You must notify Us of any Additions and/or Deletions within 30 days of their purchase or disposal.

### However, You must notify Us immediately:

- with particulars of any newly acquired Vehicle with a Market Value in excess of \$300,000, or
- In the event You are involved in a merger or takeover.

### Cross Liability / Release / Subrogation Waiver

"You or Your" will be considered as applying to each party comprising the insured in the same manner as if that party were the only party named as the insured. We will waive all rights of subrogation or action that We may acquire against any such party, unless such action is a deliberate act by one of the parties.

### Emergency Repairs

If loss or damage to Your Vehicle occurs because of loss or damage covered by Section 1 of the Policy, You may carry out immediate temporary repairs up to a limit of \$5,000 to enable You to return Your Vehicle to a place of safety. You must retain the damaged parts or provide photographs of the damaged sections of the Vehicle and the claim must be reported to ATL within 30 working days of the accident for this benefit to apply.

### Employees Personal Effects

After loss or damage to Your Vehicle which is covered under Section 1 of this Policy, We will pay for Your employee's personal effects (including accessories) which are lost or damaged as a result up to \$3,000 per event. Cover does not extend to include money, securities, furs, jewellery, mobile phones, PDAs, tablets and laptops.

### Expediting Expenses

Where We have indemnified You for loss or damage under Section 1 of the Policy, We will also indemnify You for the reasonable costs incurred for express freight charges to repair Your Vehicle. This benefit is limited to 50% of the lesser of the assessed market costs for these services or \$5,000.

### Funeral Expenses

We will pay up to \$5,000 in total within any one Period of Insurance for the associated funeral costs, including travel costs within Australia for the deceased driver and their immediate family members. We pay this where Your Vehicle is insured for Comprehensive cover and as a result of an Accident indemnified by this Policy, Your driver sustains a fatal injury, whether or not death occurs at the time of the Accident.

### Hire Vehicle Following Theft

We will reimburse You for the hiring of a Substitute Vehicle following the theft of Your Vehicle up to a maximum period of 14 days or until Your Vehicle has been recovered, whichever comes first. This cover only applies to Vehicles up to 2 tonne Carrying Capacity. We will not pay more than \$2,000 under this benefit.

You will need to arrange and pay for the hire Vehicle. We are not responsible for the availability of a hire Vehicle or the insurance of that hire Vehicle once hired by You. You must provide the rental agreement and any receipts for the hire Vehicle before We will pay You.

### Journey Continuance

Where We have indemnified You for loss or damage under Section 1 of the Policy, We will also pay the reasonable costs incurred for the hiring of a similar Vehicle as the damaged Vehicle, to continue the journey and deliver the freight from the damaged Vehicle to its original destination.

This benefit is limited to \$5,000 and will only apply where this cover is not provided by another insurance policy.

### Loading and Unloading of Your Vehicle

We will provide cover under the terms and conditions and limits of Section 2 of this Policy if You are responsible for Accidental loss or damage to someone else's property, caused by the loading or unloading of Your registered Vehicle including the use of cranes attached to Your Vehicle. This cover will only apply whilst You are in the act of loading or unloading either directly to, or, directly from a place of fixed rest beside Your Vehicle. Cover does not extend to the actual goods being loaded or unloaded, or, when the goods are in the process of being delivered to, or, taken from that point next to the Vehicle.

### Locks and Keys

If the Keys to Your Vehicle(s) have been lost or stolen, or if there is reasonable grounds to believe that Your keys may have been illegally duplicated, We will pay the costs of replacing the keys to Your Vehicle(s) up to \$5,000 per unit with a maximum benefit of \$15,000 during any one Period of Insurance.

### Marine General Average Contribution

We will pay the General Average and Salvage charges that are incurred whilst Your Vehicle is being transported by sea between places in Australia.

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

### New Vehicle Replacement Cover

If Your Vehicle is a Sedan, Station Wagon, or Utility type Vehicle with a Carrying Capacity of less than 2 tonnes, that is within its first 2 years of registration and is subject to a Total Loss Accident that is indemnified under Section 1 of this Policy, We agree to pay the equivalent of the replacement value for a new Vehicle of the same or similar make and model subject to the Vehicle being sourced locally up to the Sum Insured. The Replacement Cover does not include any Government charges or stamp duties.

### Non Owned Trailer Cover

Notwithstanding Clause 1 of EXCLUSIONS TO SECTIONS 2, 3 & 4 OF THE POLICY, We will provide cover for loss or damage to trailers in Your physical custody or control that are not owned, hired or leased by You. We will pay up to a maximum of \$75,000 under this Additional Benefit for loss or damage to one single trailer or one single conjoined trailer combination set.

This cover is restricted to flat top, skel, tautliner and non-refrigerated pantech type trailers with same operating radius to the towing Vehicle shown on Your Policy Schedule. However, where You already have existing trailers on Your Policy Schedule, this Benefit will also extend to trailers of a similar type and freight to these existing trailers.

### Exclusions applicable to this benefit:

We will not provide cover for loss or damage to the trailer/s or liability as a result of:

- a) mechanical or electrical fault or failure of the trailer/s.
- b) wear and tear, rust or corrosion, or general deterioration of the trailer/s.
- c) damage to tyres due to braking applications, punctures, cuts or bursts unless the damage is a result of an Accident covered under the Policy.
- d) faulty design or workmanship or lack of maintenance.
- e) lawful seizure of the trailer or parting of title.

The cover provided under Sections 2, 3 & 4 of the Policy is as per the Commercial Motor Policy Wording & Product Disclosure Statement, however, liability for claims made by the owner of the trailer for loss of use or loss of income as a result of a claimable event is limited to a maximum of \$4,000 any one claim.

An excess amount of \$2,500 will apply to this Additional Benefit, plus any other applicable excesses for age, inexperience or tipping.

Where cover is required for more than one single trailer or a single conjoined trailer at any one time, or the trailer differs from the other trailers on the Policy Schedule, or a higher value is required, cover will only be provided if You have notified Us, We have agreed in writing and You have paid the applicable additional premium.

### Removal of Debris / Load

Following an Accident or loss that is indemnified under Section 1 of this Policy, We will cover You up to a maximum of \$100,000 for the reasonable cost incurred for the clean-up and removal of Your Vehicles and their debris. We will also indemnify you for the reasonable cost incurred for the clean-up and removal of Your Vehicle's non dangerous load arising from an Accident or resulting from those goods falling from Your Vehicle.

However where Your load is insured under a Cargo, Transit or Carriers Liability Insurance or other similar insurance product, this clause will only apply to the amount which is additional to the amount of the settlement of any claim made, or to the amount which You are eligible to claim, under a Cargo, Transit or Carriers Liability Insurance (which includes the application of any excess under those policies) for removal of the same non dangerous load, but the amount we will pay is limited to \$100,000.

### Repatriation Costs

Following loss or damage to Your Vehicle that is indemnified under Section 1 of this Policy, We will pay You the reasonable costs of travel fares to return Your driver and non-paying passengers to either the point of departure or to the drivers destination provided the Vehicle was being used in connection with Your business and Your Vehicle was more than 200 kilometres from its usual garaging address at the time of the Accident.

We will also pay the reasonable costs incurred for accommodation during this travel.

We will pay up to a maximum of \$2,500 per event and tax receipts must be supplied to Us for this benefit to apply.

### Return of Vehicle

Where we have indemnified You for loss or damage under Section 1 of the Policy, We will pay the reasonable costs of returning Your Vehicle to Your depot or usual place of garaging once the repairs have been completed. The maximum we will pay for this benefit is \$5,000.

### Total Loss of Encumbered Vehicles

If we have agreed to pay a claim for loss or damage under Section 1 of the Policy and Your Vehicle is deemed a Total Loss by Us and the Total Loss settlement is less than the amount owing by You under a valid lease or other finance agreement, We will pay an additional amount for the difference between the Total Loss settlement and the amount owing to the finance company, but only up to a maximum amount of 20% of the Total Loss settlement of the Vehicle and limited to a maximum additional payment of \$30,000.

This benefit will not apply to theft claims or fire claims where the fire was an act of malicious damage or arson.

Any amount We pay will be less the following:

- a) any payments and/or any interest in arrears on the date of the loss or damage; and
- b) any discount in respect of finance charges and/or interest for the expired term of such leasing agreement on a date not exceeding thirty (30) days after the loss or damage; and
- c) any payment which on the date of the loss or damage has not been made solely because such payment in terms of the conditions of the particular agreement has not actually become due; and
- d) any GST component of the purchase price of Your Vehicle financed as a part of the lease or other finance agreement; and
- e) the amount of the loan that relates to that owing on the finance for the purchase of any other Vehicle, item, product or goodwill.

### Towing Costs

Where You suffer loss of or damage to Your Vehicle covered by Your Policy, We will pay the reasonable costs of towing Your Vehicle to the nearest repairer or place of safety and the reasonable storage cost of protecting Your Vehicle up to a Maximum amount of \$10,000 per unit.

We will determine what a reasonable cost is at the time of the loss.

However, where loss or damage to Your Vehicle has occurred and You, or Your representative has contacted our after-hours 1300 assistance line to organise towing and or recovery of Your Vehicle/s on Your behalf, We will be entitled to seek reimbursement from You for any costs incurred where it is subsequently found that the loss or damage does not fall within the scope of the Policy.

## SECTION 6 - GENERAL EXCLUSIONS

The following Exclusions apply to all Sections of the Policy.

### We will not pay:

1. If Your Vehicle is driven by You or any person with Your consent who is not licensed or authorised to drive such a Vehicle under all relevant laws, by laws and regulations, and whom You knew or ought reasonably to have known was not licensed, entitled or authorised to do so by law.
2. If Your Vehicle is driven by any person:
  - a) whose faculties are impaired by any drug or intoxicating liquor, or
  - b) who is convicted of driving under the influence of intoxicating liquor or any drug at the time of the Accident, or
  - c) with a percentage of alcohol in his/her breath or blood in excess of the percentage permitted by law, or
  - d) who refuses to provide or allow a specimen of breath, blood or urine to be taken for testing or analysis as required by the law of any State or Territory.

However, We will pay claims under Section 1 of the Policy if You prove You did not know or could not reasonably be expected to know that the driver of Your Vehicle was so affected or refused to undergo an appropriate test at the time of the Accident.

3. If Your Vehicle is used in an unsafe or un-roadworthy or illegal condition and this condition contributed to, or caused the loss, unless such condition could not have been easily detected by You under normal inspection, driving conditions and/or servicing of the Vehicle. Service records and reports must be maintained and provided on request by Us.
4. For loss of or damage to Your Vehicle or liability if it is conveying or lifting a load, where the weight or, the dimension of load, is in excess of that for which Your Vehicle was designed or lawfully registered to carry, or where the number of passengers is in excess of that for which Your Vehicle was designed or lawfully registered to carry and the additional weight, dimension of the load or number of passengers has contributed to the cause of the loss or damage.
5. For loss or damage caused by or materially contributed to by Your own criminal act.

6. If the loss, damage, liability, cost or expense of any nature directly or indirectly is caused by, contributed to, resulting from, or in connection with any of the following events:
  - a) War
  - b) Hostilities by Foreign Countries
  - c) Civil war, Rebellion or Insurrection
  - d) Military or Usurped power
  - e) Sacking Pillaging or looting
  - f) Riots, Strikes or Demonstrations
7. If Your Vehicle is used:
  - a) in connection with the motor trade for experiments, tests, trials, demonstration or breakdown purposes.
  - b) for the conveyance of passengers for hire, fare or reward except for registered fare paying passenger carrying Vehicles such as buses and coaches.
  - c) for or being tested in preparation for any race, trial, test, contest or other motor sport.
8. For loss, damage or liability whilst Your Vehicle is being used on rails, on barges or other vessels except whilst being ferried.
9. For loss, damage or liability caused by the use of a fuel system in Your Vehicle that does not comply with the relevant Australian Standard or if incorrect fuel is used in Your Vehicle.
10. For loss, damage or liability whilst Your Vehicle is being operated with illegal modifications that do not comply with any Machinery Act or Australian Design Standards.
11. For loss or damage caused by the theft or attempted theft of Your Vehicle by You or by any hirer, employee, servant, agent, director or subcontractor of Yours, or by any person to whom the motor Vehicle stands as security on a debt owed by You.
12. For any Liability accepted by You under any contract, warranty, undertaking or agreement with another party, unless that liability would have attached to You in any case.
13. For loss or liability whilst Your Vehicle is being used or driven in underground excavation or underground mining.
14. For liability arising from the use of any Tool of Trade other than whilst in transit or whilst being used for transport or haulage.

15. For any loss or damage to Your Vehicle, or liability incurred whilst it is being used in a lifting operation as a lifting device and the load is being shared with any other lifting device or devices.
16. For any loss, damage or any liability, whilst Your Prime Mover covered under this Policy is, at the time of an Accident, being driven by, or in the control of a person who is under 23 years of age and/or has been licensed under Australian licensing laws for that Vehicle class less than 2 years, unless, previously agreed to by Us in writing.
17. For any loss, damage or any liability, whilst Your Rigid Motor Vehicle with a Carrying Capacity in excess of 10 tonnes covered under this Policy is, at the time of an Accident, being driven by, or in the control of a person who is under 21 years of age and/or has been licensed under Australian licensing laws for that Vehicle class less than 2 years unless previously agreed to by Us in writing.
18. For Personal Injury caused by the use of a Queensland or New South Wales registered trailer whilst being towed by Your Vehicle or is running out of control after becoming detached from Your Vehicle at the time the Injury occurs.
19. For any Personal Injury caused by or out of the use of any of Your Vehicles that are registered in the Northern Territory.
20. For loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of any act of terrorism or any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.
21. For loss, damage or liability caused by You, or any driver of Your Vehicle with Your knowledge, performing an act of Recklessness, or Reckless failure to comply with statutory obligations, laws and by-laws or regulations imposed by a public authority for the safety of Motor Vehicles, public and private property and carriage of goods and merchandise.

## GENERAL CONDITIONS

The following Conditions apply to all Sections of this Policy.

### 1. CANCELLING YOUR POLICY

- a) You may cancel this Policy at any time by providing a written notice of cancellation to Us.
- b) We may cancel this Policy in accordance with The Insurance Contracts Act by giving You three (3) working days' notice in writing of the date from which the Policy will be cancelled. The notification may be delivered personally, emailed, faxed or posted to You at the last known address You provided to Us.

In either case above, We will refund premiums for each day of the unexpired Period of Insurance for which You have previously paid. We may deduct a 10% cancellation fee from any refunded premium. We will not refund any premiums for vehicles that are subject to Total Loss claims.

### 2. CHANGING YOUR POLICY

If You want to make a change to Your Policy, the changes only become effective when We agree to the changes and We confirm the changes in writing.

### 3. RESPONSIBILITIES OTHER INTERESTED PARTIES

Any person whose interests You have told Us about and We have noted on Your Policy Schedule is bound by the same terms and conditions of this Policy. We may refuse a claim if You or any Interested Party is in breach of any of the terms and conditions of this Policy.

You must not transfer any interests in this Policy without obtaining Our prior written consent.

### 4. GOODS AND SERVICES TAX (GST)

If You are entitled to an input tax credit on any part of the premium You paid for this policy, the market value of the vehicle and any sub limits or limits of liability stated in the policy are exclusive of GST to the extent of Your input tax credit entitlement.

In situations where We make a cash payment to You for the purchase of goods or services for which You are entitled to claim an input tax credit, We will only pay You an amount that is equal to Your net cost i.e. Your cost after claiming input tax credits.

## 5. AVERAGE CLAUSE

Your Vehicle must be insured for no less than 85% of its Market Value.

If You choose to insure Your Vehicle/s for less than 85% of its Market Value, You will be self-insured for the balance of the value of the Vehicle and We will only be required to pay that proportion of all losses or damage which the Sum Insured bears to 85% of the Market Value, by application of the following calculation;

Insurance Payment = (Sum Insured / 85% of the Market Value) x the Loss amount.

We will deduct any applicable excess(es) from the final calculated payment amount.

If Your Vehicle is deemed a Total Loss and the Sum Insured is less than 85% of the current Market Value, We will only pay the Sum Insured.

## 6. CHANGES TO INFORMATION PREVIOUSLY PROVIDED

You are required to immediately notify Us in writing of any changes to the information or circumstances from those disclosed by You on the proposal which may increase the risk of loss, damage or injury.

## 7. OTHER INSURANCE OR DUAL INSURANCE ON YOUR VEHICLES

You are required to notify to Us in writing if You have already effected, or if in the future You may effect any other insurances which covers Your Vehicle in whole or in part. You must render all reasonable assistance to Us in order that We may obtain a full or partial recovery from any other insurer.

## 8. LATE LODGEMENT OF CLAIMS AND HOW IT AFFECTS YOUR POLICY

When calculating Your renewal premium, all claims that occur during the Period of Insurance will affect the renewal premium for the upcoming year.

In addition, if We have renewed the Policy and You report an incident or loss after We have advised renewal terms, We reserve the right to revise and alter Our renewal premium. It may also affect whether or not We choose to renew Your Policy.

If the Policy has already been renewed and a claim(s) has been reported that occurred within a previous Period of Insurance We reserve the right to charge any additional premium relative to the reported loss or to reduce the Period of Insurance in proportion to the amount due if that additional amount is not paid within 28 days of notification.

If You are a new customer and We have received information that You have had claims in the previous policy period/s with a previous insurer that were not notified to Us, or, claims were lodged with that Insurer after We issued Your new Policy or Cover Note, We reserve the right to charge any additional premium relative to the reported loss or to reduce the Period of Insurance in proportion to the amount due if that additional amount is not paid within 28 days of notification. It may also affect whether or not We choose to insure You and We may cancel Your Policy from the inception date.

## 9. YOUR DUTY OF CARE

We may reduce the amount We pay on a claim if You do not take all reasonable precautions to avoid or prevent the loss, damage or injury from occurring. This includes securing Your Vehicle against unauthorised entry, theft or malicious damage when it is unattended. It is also a condition of this Policy that Your Vehicle is kept in good, roadworthy and legal condition.

## 10. OUR RIGHTS OF SUBROGATION

When You make a claim under this Policy, We have the right to recover any money paid by Us from any person whom You may be able to hold liable. We will have full discretion in the conduct, defence or settlement of any claim and to take any action in Your name. You and any other party entitled to cover under this Policy must give all information and cooperation We may require.

## 11. RADIUS RESTRICTIONS (VEHICLES WITH A CARRYING CAPACITY EXCEEDING 5 TONNE)

If Your Vehicle is the subject of loss, damage or liability incurred as a result of an Accident for which a claim is payable under this Policy, and the loss occurs at any point of a trip that takes You outside the nominated radius from Your home, base or depot as noted on Your Policy Schedule, an additional excess of \$5,000 will be payable. This is provided the original risk We have agreed to insure is not significantly changed by the trip creating a situation where the risk would fall outside Our normal acceptance criteria. In such cases, We may refuse to pay the claim.

If the nominated radius as shown on the Policy Schedule has changed from what was originally agreed and the risk still falls within Our acceptance criteria, We may charge an additional premium (determined by Us).

## 12. CLAIMS

- a) If anything occurs that may give rise to a claim under this Policy or You may reasonably expect to give rise to a claim, You or Your Insurance Broker or Legal Representative must:
- i) Notify Us immediately advising full details of any Accidental loss, damage or anticipated or alleged liability. This can be done either verbally or in writing by completing Our claim form which will be supplied to You when You contact Us. Any correspondence You receive regarding the Accident or event must be sent to Us immediately.
  - ii) Not admit guilt or liability, or make any promise or offer settlement or payment in connection with any claim.
  - iii) Take all reasonable steps to protect and/or safeguard Your Vehicle from further loss, damage or theft.
  - iv) Depending on the laws of the State or Territory in which the Accident occurs;
    - Contact the police if any person was injured.
    - Request the police to attend the scene of the Accident.
    - Attend the local police station to complete the applicable report if the police inform You that it is not necessary for them to attend the scene of the Accident.
    - You must notify the police immediately if Your Vehicle has been maliciously damaged or stolen.
- b) You must tell Us immediately of any notice of impending prosecution or details of any inquest or official inquiry
- c) You must not authorise repairs to Your Vehicle without Our prior consent with the exception of Emergency Repairs up to \$5,000 (including the applicable excess for this Vehicle) as defined in the “Additional Benefits” section of this Policy.
- d) We will be solely responsible for deciding whether You have contributed to the cause of an Accident.
- e) All payments made to You under Section 1 of the Policy will be nett of any GST.

## 13. EXCESS CONDITIONS

The Excess is the first amount that You must contribute to any claim You make under this Policy. The Excess will apply to each Vehicle involved in any one loss. The Excess amount You must contribute will include the ‘Standard Excess’ and may include other excesses like ‘Driver Age or Inexperience Excess’, ‘Tipping Excess’, ‘Outside Radius Excess’ etc. You must pay this amount to Us before We can proceed with the claim, or, pay it to another party such as a Repairer.

### a) Standard Excess

Unless stated elsewhere in Your Policy Schedule this is the amount You will have to contribute to every claim.

Sedans & Utilities	\$500
Rigid Body Trucks over 2 tonne but less than 5 tonne Carrying Capacity	\$750
Rigid Body Trucks 5 tonne and over but less than 9.9 tonne Carrying Capacity	\$1,000
Rigid Body Trucks 10 tonne Carry Capacity & over	1% of Sum Insured with Minimum \$1,000
Prime Movers	1% of Sum Insured with Minimum \$1,500
Dog/Pig Trailers	1% of Sum Insured with Minimum \$1,000
Dollies	1% of Sum Insured with Minimum \$850
Semi Trailers	1% of Sum Insured with Minimum \$1,000
Earthmoving Machinery	1% of Sum Insured with Minimum \$750
Plant Equipment	1% of Sum Insured with Minimum \$500
Forklifts and Miscellaneous equipment	\$500

**b) Age and/or Inexperienced Driver Excess (all sedans, utilities, omnibuses and Vehicles up to 9.9 tonne Carrying Capacity)**

This is additional to any Standard Excess You have to contribute. You will have to contribute an age excess or inexperienced driver excess, if at the time of any Accident giving rise to a claim Your Vehicle was driven by a person who is:

	<b>Additional excess amount</b>
Under 20 years of age	\$1,000
Aged 20 years or older but under 23 years of age	\$850
Aged 23 years or older but has not held an Australian drivers licence for 2 or more years for the type of Vehicle being driven at the time of the Accident	\$850

This additional excess is not applicable if the only damage to Your Vehicle is a broken windscreen, or window glass or caused by storm or hail damage.

**c) Age and/or Inexperienced Driver Excess (Vehicles with a Carrying Capacity in excess of 10 tonne)**

This is additional to any Standard Excess You have to contribute. You will have to contribute an age excess or inexperienced driver excess for:

<b>Drivers of Prime Movers</b>	<b>Additional excess amount</b>
Aged 23 years or older but under 25 years of age and has held a relevant Australian driver's license of HC or higher for 2 years or more	\$2,500
Aged 25 years or older but has not held an Australian drivers licence for 2 or more continuous years for the type of Vehicle being driven at the time of the Accident and has been approved by Us	\$2,500

**Drivers of Rigid Body Trucks Additional excess amount**

Aged 21 years or older but under 25 years of age and has held a relevant Australian driver's license of HR or higher for 2 years or more	\$2,500
Aged 25 years or older but has not held an Australian drivers licence for 2 or more continuous years for the type of Vehicle being driven at the time of the Accident and has been approved by Us	\$2,500

This additional excess is not applicable if the only damage to Your Vehicle is a broken windscreen, or window glass or caused by storm or hail damage.

**d) Tipping Excess**

This excess is applicable if any Vehicle covered under this Policy is damaged as a result of a loss that occurs whilst the tipping hoist of the Vehicle is partially or fully extended. An additional excess equal to 100% of the standard excess for this Vehicle type will apply with a minimum additional Tipping Excess of \$1,000.

**e) Outside Radius Excess (applicable to Vehicles with a Carrying Capacity exceeding 5 tonne)**

If Your Vehicle is the subject of loss, damage or liability incurred as a result of an Accident for which a claim is payable under this Policy, and which occurs at any point of a trip that takes You outside the nominated radius from Your home, base or depot as noted on Your Policy Schedule, an additional excess of \$5,000 will apply.

Where a loss occurs and You are deemed not to be at fault, Your Excess amount will only be refunded if We are successful in making a full recovery of all the claim costs from another party. If We are only able to make a partial recovery of all costs, We may refund an amount of Excess proportionate to the amount We are able to recover, any additional costs We have incurred to make that recovery and the amount of Excess You have paid.

We may waive the payment of all or part of the Excess amount, provided that, before any payments are made under the Policy, We can clearly establish that You are not responsible for the cause of the loss and We can clearly establish the details of the responsible party and that We are confident of making a full recovery of the costs involved.

Any waiver of the Excess will be strictly at Our sole discretion.

## 14. TOTAL LOSS CLAIMS

If a loss occurs that is covered by this Policy or Your Vehicle is stolen and not yet recovered, or, damaged to such an extent that it is declared a Total Loss:

1. You must pay Us the amount of any unpaid premium for the Period of Insurance for that Vehicle or Vehicles prior to Us paying You any benefits, or, We will be entitled to deduct the unpaid premium from the amount payable to You.
2. You must take back any Vehicle that was the subject of theft and is recovered prior to Us paying any settlement amount to You. We will then pay for any damage sustained to the Vehicle under the standard terms and conditions of Section 1 of this Policy.
3. We will only make a payment for claims involving the theft of Your property, or part thereof, after 90 days has expired from the date of the theft occurring if the property has not been recovered.
4. The wreckage or salvage of Your Vehicle will become Our property and We will keep any proceeds obtained due to the sale of that salvage, once You have signed the Total Loss discharge.
5. The contract of insurance will be considered complete for any Vehicle and it will be deleted from the Policy Schedule. You will not be entitled to a refund of any unexpired or unused portion of its premium.

## PHONE ASSISTANCE AND CONTACT DETAILS

If You need to clarify any of the information contained in this Policy Document or You have any queries regarding Your Insurance Policy, or You need to report a claim, please contact Us directly or contact Your appointed Insurance Intermediary.

### **For all enquiries, please call:**

ATL Insurance Group

### **Address**

Unit 3, Ground Floor 17 Mt Gravatt-Capalaba Road  
Upper Mount Gravatt QLD 4122

GPO Box 6824

Upper Mount Gravatt QLD 4122

Phone 1300 667 178

Fax 07 3420 8899

Web [www.atlinsurance.com.au](http://www.atlinsurance.com.au)