



Taxi Operators Package

Product Disclosure Statement



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INTRODUCTION

This product disclosure statement (PDS) was prepared on 25 March 2020 and contains information designed to help You decide whether to buy this insurance product.

Your Policy is a legal contract between You and Us. The contract is based on the information You gave Us when You applied for the insurance, and any subsequent information which You have supplied.

This is Your Policy document and it consists of:

- This PDS which sets out what is and what is not covered by this Policy; and
- The Policy Schedule We provide with details of:
 - ❖ Who is insured
 - ❖ The cover(s) selected
 - ❖ The Period of Insurance
 - ❖ The respective levels of cover and/or Limits of liability, and
 - ❖ Excesses and other important information

You should ensure You read these documents that We send You thoroughly and keep them in a safe place. If You have any questions regarding the PDS or Policy Schedule, please contact ATL Insurance Group or Your insurance broker.

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, 17-19 Mt Gravatt-Capalaba Road,
Upper Mount Gravatt QLD 4122
Phone: 1300 667 178

IMPORTANT INFORMATION

Who is insured under this policy

The person(s) or organisation(s) that are covered by this Policy are named as the insured on the Policy Schedule.

In this Policy, those person(s) or organisation(s) are referred to as 'You' or 'Your'.

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.

UPDATING OUR PRODUCT DISCLOSURE STATEMENT

We may need to update this PDS from time to time if certain changes occur, where required and permitted by law. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or we will list the details of such changes at www.atlinsurance.com.au where you can download an electronic copy. (You can get a paper copy free of charge by calling us).

YOUR DUTY OF DISCLOSURE

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

It is Your responsibility to tell Us anything that You know, or could reasonably be expected to know, which may affect Our decision to insure You and or 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.

YOUR CHOICE OF PROTECTION

Part A – Commercial Motor Insurance

Under this Policy You can select from the following Types of Cover

Comprehensive cover: Part A - Section 1 and Section 2 apply.

Third party property damage: Part A - Section 1 does not apply. Section 2 only applies.

Section 1 – Protects You against Theft or Damage to Your Vehicle(s) resulting from an Accident, fire, storm or Malicious Damage.

Section 2 – Protects You for amounts You become legally liable to pay because of an Accident during the Period of Insurance arising out of the use of Your Vehicle(s) causing loss of or Damage to property owned by someone else.

If You have selected Part A, Section 1 – Comprehensive cover You can extend the cover available under Your Policy by selecting any of the following optional covers:

Part B - Business Interruption Insurance (Downtime)

Protects You against loss of income while Your Vehicle is not operational during the Period of Insurance as a result of a claim that has been accepted under Part A, Section 1 of the Policy.

Part C – Business Liability Insurance

Protects You for amounts You become legally liable to pay as a result of a claim for injury, or Damage to property that is not owned, leased, or rented by You, arising out of Your Business activities and occurring during the Period of Insurance excluding motor driving risk provided for under Part A, Section 2 of the Policy.

We will issue a Policy Schedule that describes the level of cover together with the Parts and Sections of the Policy that are valid for the level of cover You have chosen.

Additional Benefits

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

- Cover for Industry Equipment
- Personal Items
- Emergency Repairs
- Funeral Expenses
- Locks and Keys
- New Vehicle Replacement Cover
- Total Loss – Encumbered Vehicles

HOW WE CALCULATE YOUR PREMIUM

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

- If You are an Owner driver
- If You have a dash camera installed
- Type of Vehicle(s)
- Age of Vehicle(s)
- Type of cover required
- The value of Industry Equipment installed in Your Vehicle
- The usual operating location of Your Vehicle(s)
- Your Claims and Accident history
- If You choose the ATL Approved Repairer option

Your premium will also include amounts payable in respect to compulsory statutory charges i.e. Stamp Duty, Emergency 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.

EXCESSES

If You make a claim under this insurance, You will have to pay an Excess. The Excess is the first amount that You must contribute to any claim. There are different types of Excesses which may apply depending on the type of claim or the driver of the Vehicle at the time of claim, these are listed on Your Policy Schedule. Unless We state otherwise all Excesses that are applicable to You are cumulative.

At Our option Your Excess will be:

- paid by You to the repairer;
- paid by You to Us; or
- deducted from the amount We pay You.

In certain circumstances, we may refund your excess or waive payment of your Excess as shown below:

Refunding Excesses

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 including legal costs. 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.

Waiver of Excesses

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 that We are confident of making a full recovery of any costs incurred.

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

COOLING OFF

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.

You can still cancel the Policy at other times in accordance with the terms shown in the 'Cancelling Your Policy' section of this PDS.

CANCELLING YOUR POLICY

Your Policy may be cancelled by:

- You at any time by notifying Us in writing.
- Us in accordance with the provisions of the Insurance Contracts Act 1984 (as amended).
- a premium funding company in accordance with the provisions of any power of attorney or other authority granted to them by You. Any Premium refund due will be sent to Your broker for this Policy or, if no broker, to the premium funding company.

In the event of a cancellation we will refund to You the unused portion of your paid premium less any fee and any commissions, taxes and charges that we are unable to recover or We will recover from You any Premium owing for the period of cover used.

GENERAL INSURANCE CODE OF PRACTICE

Hollard is an Australian insurance company and is a signatory to the General Insurance Code of Practice. The objectives of this Code are to:

- promote better, more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

You can obtain a copy of the Code from the Insurance Council of Australia website 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.

The protection provided under the Financial Claims Scheme legislation applies in relation to Hollard and the Policy. If Hollard was to fail and were unable to meet their obligations under the Policy, a person entitled to claim under the Policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria).

Information about the Financial Claims Scheme can be obtained from the APRA website at www.apra.gov.au or the APRA hotline on 1300 558 849.

Hollard is exempt 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.

OUR CONTRACT WITH YOU

We agree to provide You with the cover set out in each of the Policy sections which You have selected and that are listed on Your Policy Schedule.

This cover is in force for the Period of Insurance set out on Your Policy Schedule. We will cover You for loss, Damage and/or liability occurring during the Period of Insurance, subject to the terms and conditions of the Policy.

We will not pay any more than the level of cover or Limit of Liability for each section shown on Your Policy Schedule unless otherwise stated.

RENEWING THE POLICY

Before the Policy expires, We will send You a renewal offer which states whether We will renew the Policy and, if so, on what terms. After We issue a renewal offer, We may:

- prior to acceptance by You, withdraw or amend the terms of the renewal offer; and
- regardless of when You indicate acceptance of the renewal offer, if We become aware of any circumstance that would have affected Our renewal decision, if We had known of it, We may:
 - ❖ if renewal has not yet occurred, amend Our renewal terms to what We would have offered had We known of the circumstances, or withdraw the renewal offer if that would have been Our decision;
 - ❖ if renewal has occurred, We may reduce Our liability under a Claim, or refuse to pay a Claim, or cancel the renewed contract, or if the non disclosure is fraudulent, avoid the contract.

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 or the Insurer's Privacy Policy, would like to seek access to or correct Your personal information, or opt out of receiving materials We send, please contact Us on 1300 667 178. You can also view the Privacy Policies at www.atlinsurance.com.au and www.hollard.com.au.

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 1300 667 178.

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 Pty Ltd
PO Box 6824
Upper Mount Gravatt QLD 4122

If the complaint still remains unresolved to your satisfaction or has not been resolved within 45 days, You may refer the matter to the Australian Financial Complaints Authority (AFCA) subject to its Rules, which acts as the external dispute resolution scheme for all financial firms. AFCA is an independent body, established by the Federal Government and its service is free to You. AFCA can be contacted via:

Post GPO Box 3, Melbourne VIC 3001
Phone 1800 931 678
Email info@afca.org.au
Web www.afca.org.au

A decision of AFCA is binding on Us (up to specified jurisdiction limits). A decision of AFCA is not binding on You and You have the right to seek further legal assistance.

YOUR RESPONSIBILITIES

All person(s) or organisation(s) covered by the Policy must comply with all conditions of this Policy. If You do not comply with the Policy conditions, We may reduce or refuse to pay a claim and cancel Your Policy to the extent permitted by law.

PAYING YOUR PREMIUM

You are responsible for ensuring that Your premiums are paid and kept up to date or Your cover could be put at risk. If any premium remains unpaid for more than 14 days from the due date, any claim You make may not be paid.

If You change Your bank account or credit card details, You must contact Us and tell Us the new details. If Your financial institution dishonours any payment because of lack of funds, You will be charged for any costs We incur arising from the payment being dishonoured.

KEEP US UP TO DATE

You must give notice to Us of any alteration or circumstance which materially affects the risk insured under this Policy. We will not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance until We have been advised of such alteration or circumstance and We have expressly agreed in writing to accept liability for such altered risk and You have paid or agreed to pay the additional premium, if any.

YOUR DUTY OF CARE

You must at all times take all reasonable precautions to avoid or prevent any Occurrences that may give rise to a claim under this Policy.

OTHER INSURANCE

At the time You make a claim, You must also give Us written notice of any other insurance covering Your property or legal liability which may also apply to Your claim. When a loss paid under this Policy is also recoverable under another policy and We have paid more than Our rateable share, We reserve the right to seek contribution from the other insurer or insurers.

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.

ADMITTING LIABILITY

You must not admit liability, guilt, or agree to settle or defend any claim without Our written consent.

PREVENTING OUR RIGHT OF RECOVERY

We will not cover You if You agree or have agreed to limit or exclude any right of recovery against any third party who would be liable to compensate You with respect to damage to or liability that is covered by this Policy.

OTHER IMPORTANT MATTERS

Acquired Companies

Your Policy extends to include any company or subsidiary acquired or formed by You during the Period of Insurance provided that:

- You hold the legal right to control the decisions of such company or subsidiary;
- You advise Us of Your interest in the company or subsidiary within 90 days of attachment of the interest;
- the company or subsidiary is a Taxi Operator; and
- the newly incorporated company is incorporated in Australia.

Premium Funding and Financiers

Any refund due for the pro rata portion of the premium applicable to the unexpired Period of Insurance, less a cancellation fee, will be paid to any premium funding company that holds a legal right over Your Policy by virtue of a notice of assignment and/or an irrevocable power of attorney.

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.

Law

This insurance contract is governed by and construed in accordance with 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.

Transfer of Interest

You cannot transfer any interest in this Policy without Our written approval.

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.

Joint Insurance

Any claim, statement, act or omission made by, or on behalf of, any one of the people or entities named as the insured on the Policy Schedule is considered to be a claim, statement, act or omission made by all of the people or entities named as the insured.

Legal Representation

We may legally represent You at any inquest or other official enquiry into an incident that may be the subject of a claim under this insurance. This representation may also include the defence of any alleged offence in connection with the incident in any court of summary jurisdiction. The representation at these hearings is at Our option.

Our Rights Prejudiced

In the event that Your actions give rise to a breach of any condition of Your Policy then, We may refuse to pay a claim entirely or may reduce the amount payable under a claim to the extent that Your breach of any condition of Your Policy causes or contributes to or results in an increase in the amount of the loss, damage or liability and or prejudices Our interests or rights, in respect of that claim in any way whatsoever.

GOODS AND SERVICES TAX (GST)

Acquisition of goods, services or repairs

When We make a payment to You or on Your behalf under this Policy for the acquisition of goods, services or other supplies, 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, in relation to that acquisition, whether or not that acquisition is actually made.

Payment as compensation

When We make a payment to You or on Your behalf under this Policy as compensation instead of payment for the acquisition of goods, services or other supplies, 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 had the payment been applied to acquire such goods, services or supplies.

Disclosure – Input tax credit entitlement

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

PART A – COMMERCIAL MOTOR INSURANCE

Under Part A of this Policy You can select from the following types of cover:

Comprehensive cover: Part A - Section 1 and Section 2 apply.

Third party property damage: Part A - Section 1 does not apply. Section 2 only applies.

Your Policy Schedule specifies the Vehicle(s) insured and outlines the basis on which each Vehicle is insured. Your Vehicle(s) is(are) insured under Part A, Section 1 on a Comprehensive cover basis or on a Third party property damage basis as stated on Your Policy Schedule.

SECTION 1 – LOSS OR DAMAGE COVER

We cover theft or attempted theft of Your Vehicle(s) or Damage caused to Your Vehicle(s) resulting from an Accident, or caused by fire or storm, or Malicious Damage.

What We cover

You can claim for Loss or Damage to Your Vehicle if Your Vehicle is insured for Comprehensive cover as shown on Your Schedule and the:

- Event which causes the Loss or Damage happens during the Period of Insurance;
- Loss or Damage occurs within Australia;
- Loss or Damage is not excluded by any of the exclusions;
- Loss or Damage is not excluded by any endorsement.

What We do not cover

- damage to the tyres of Your Vehicle caused by the application of brakes or by road punctures, cuts or bursts;
- theft of or further damage to Your Vehicle after loss unless reasonable steps have been taken thereafter to protect or safeguard Your Vehicle. Reasonable steps include locking Your Vehicle and not leaving keys in, on or near the Vehicle;
- Loss or Damage as a result of the lawful seizure of Your Vehicle or accessories;
- Loss or Damage to any advertising fixtures or signs attached to Your Vehicle or accessories;
- Loss or Damage caused by impact of other property owned by You;
- any consequential loss or financial expenses incurred as a result of You not being able to use Your Vehicle;
- Loss or Damage to Your Vehicle where Your Vehicle is insured only for third party property damage as indicated on Your Policy Schedule;
- depreciation, wear and tear, rust or corrosion, mechanical, structural, electrical or electronic breakdown or failure;

- loss arising from theft or conversion by a prospective purchaser and/or driver;
- loss arising from failure of, or defect or fault in, the design or specification of Your Vehicle;
- obsolete parts - any amount greater than the manufacturer's latest list price for the supply of any part that is not available locally;
- Loss or Damage to Your Vehicle caused by:
 - ❖ the use of incorrect fuel or additive; or
 - ❖ the use of a fuel system in Your Vehicle which does not comply with Australian Standards.

ADDITIONAL BENEFITS APPLICABLE TO PART A SECTION 1

The following additional benefits will only apply where We accept a claim for Loss or Damage under Part A Section 1 of the Policy unless otherwise stated.

Dash Camera Discount

When You have installed a forward-facing dash camera in Your Vehicle and it is shown on Your Policy Schedule. We will provide a premium discount and apply a reduced Policy Excess when You submit Your claim and dash camera footage to Us. If You do not submit Your dash camera footage You may be required to pay an additional Excess.

Cover for Industry Equipment

If Your Industry Equipment is damaged or destroyed in an Accident, at Our discretion We will pay to repair or replace this equipment.

We will pay up to the Specified Value shown on Your Policy Schedule for Your Industry Equipment.

Personal Items

If We agree to pay a claim under Part A Section 1 of the Policy, We will pay for Loss or Damage to any personal property belonging to You or Your passengers that was within the Vehicle at the time, up to the maximum amount of \$500 per Event.

Emergency Repairs

If We agree to pay a claim under Part A Section 1 of the Policy, We will reimburse You up to \$1,000 for repairs 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.

Funeral Expenses

We will cover funeral costs (including travel costs within Australia for the deceased driver and their immediate family members).

We only pay this benefit if the driver dies due to:

- injuries sustained in an Accident involving an insured Vehicle;
- the death occurring within 12 calendar months from the date of the Accident; and
- the funeral costs not being otherwise covered by any applicable Workers Compensation legislation.

This benefit is limited to \$10,000 within any one period of insurance.

Keys and Locks

We will pay for the cost of replacing Your Vehicle's keys and/or locks if the keys to Your Vehicle are lost or damaged or there are reasonable grounds to believe Your keys may have been illegally duplicated. This benefit may be payable even if We have not accepted a claim under Part A Section 1.

The most We will pay is \$5,000 in any one Period of Insurance.

Finance Payout

Where Your Vehicle is insured for Comprehensive cover and it is shown on Your Policy Schedule and the Vehicle is considered a total loss and the Market Value is less than the amount owing by You under a valid Vehicle finance agreement, We will pay up to 20% of the Vehicle's Market Value to cover the difference, less any:

- payments and interest in arrears at the time of loss;
- discounts or finance charges and/or interest for the unexpired term of the contract.

New Replacement Vehicle

Where Your Vehicle is insured for Comprehensive cover and it is shown on Your Policy Schedule and We accept a claim for theft or damage to Your Vehicle and We declare it to be a total loss within the first 12 months of the starting date of its original registration as a new Vehicle, We will, provided that You are the first registered owner, at Our discretion:

- replace Your Vehicle with a new Vehicle that We consider to be of the same or similar make, model or series (subject to local availability); and
- include the same or similar additional accessories shown on Your Policy Schedule; and
- pay the associated delivery and stamp duty charges, less any applicable Excesses.

We will not pay registration, compulsory third-party insurance, insurance and other associated costs or the cost of replacing or purchasing an extended warranty.

Where Your Vehicle is financed, We will require written consent from Your financier in order to provide a replacement Vehicle.

Removal or Retrieval of Your Vehicle

If We agree to pay a claim under Part A Section 1 of the Policy, We will pay for the necessary and reasonable cost of removal or retrieval of Your Vehicle (excluding debris or load) to the nearest repairer, place of safety or any other location approved by Us.

The most We will pay is \$500 for any one loss.

Removal of Debris

If We agree to pay a claim under Part A Section 1 of the Policy, We will pay up to \$25,000 per Event for the reasonable costs incurred to clean-up, make safe, and/or remove any debris arising out of the loss.

Disability Modifications

Following an Accident which occurs whilst You or Your driver are driving a Vehicle insured under this Policy that renders You or Your driver permanently disabled, We will pay the reasonable costs incurred in making necessary modifications to Your Vehicle to enable You or Your driver to continue to operate the Vehicle.

The most We will pay is \$5,000.

HOW WE SETTLE A CLAIM UNDER PART A SECTION 1 (COMPREHENSIVE COVER)

If We agree to pay a claim under Part A, Section 1, We will, at Our option, decide if We:

- repair Your Vehicle;
- pay You the reasonable cost for Your Vehicle to be repaired;
- replace Your Vehicle;
- pay the Market Value of Your Vehicle if it is a total loss; or
- any combination of the above.

Total loss

Your Vehicle is a total loss if it is stolen and not recovered after 30 days of You reporting the theft to Us and We agree to accept a claim for theft of Your Vehicle, or if the cost of repairs to Your Vehicle exceeds its Market Value less any salvage value of the remains and components.

We decide if Your Vehicle is a total loss.

The maximum amount We will pay under Part A Section 1 for Your Vehicle will be for its current Market Value, less any Excess(es), based on the Vehicle's age, condition and kilometres travelled.

We may, at Our option, require You to remove any undamaged Industry Equipment in the event that Your Vehicle is a Total Loss. In such an event If Your Industry Equipment is salvageable, We will pay the following costs for de-installation and reinstallation on Your replacement Vehicle, provided that these costs in addition to any necessary repair costs for them are less than the Equipment Value set out on Your Policy Schedule, for these accessories:

- \$200 for de-installation and \$600 for reinstallation of the global positioning system incorporating the mobile data terminal and two-way radio, cabling and antenna;
- \$150 for de-installation and \$500 for reinstallation of the surveillance camera and safety screen;
- \$150 for de-installation and \$150 for reinstallation of the EFTPOS equipment.
- Reasonable costs as determined by Us for the de-installation and reinstallation of mechanical hoist(s).

Insurance cover for the Vehicle will cease as soon as We accept and pay the claim.

If Your Vehicle is declared a total loss, the Vehicle, along with any salvage rights will become Our property. There is no refund of the premium paid to Us as the Policy has been fully utilised.

You will need to contact Us if You want to apply for new insurance cover for Your replacement Vehicle.

Repairs to Your Vehicle

If We choose to settle Your claim by repairing Your Vehicle then We decide the best way to repair the damage.

If You make a claim and We agree to repair Your Vehicle, We will arrange for an ATL Approved Repairer to fix Your Vehicle or You may choose Your own repairer to fix Your Vehicle if You have added the 'Any Repairer' option and it is shown on Your Policy Schedule.

Choosing a repairer

If You have chosen to add the Approved Repairer option and it is shown on Your Policy Schedule We will:

- help find an ATL Approved Repairer most convenient to You;
- choose the most suitable repair method for the type of damage to Your Vehicle;
- manage the whole repair process on Your behalf;
- arrange for part of the repair to be carried out by a specialist service provider, if required – for example windscreen repairs;
- require You to contribute to the costs if the repairs to Your Vehicle leave it in a better condition than before the incident.

If You are entitled to choose Your own repairer to fix Your Vehicle as shown on Your Policy Schedule, the repairer must have all necessary licences and authorisations required by law.

Once You have chosen a repairer, We will:

- choose the most suitable repair method for the type of damage to Your Vehicle; and
- decide whether to authorise and pay for the reasonable cost to repair Your Vehicle; or

- decide whether to pay You the reasonable cost to repair Your Vehicle as determined by Us. In determining the reasonable cost, We may consider several factors, including quotes from ATL Approved Repairers, Our nominated repair methods for the type of damage to Your Vehicle and reports from Our assessors.

We are not responsible for making sure the repairer can complete the repairs when it suits You. Also, We don't cover:

- any additional costs that may result if the repairer is delayed or has problems getting parts;
- any repairs not authorised by Us.

Inspections

If We ask, You must allow Us to inspect Your Vehicle.

If so, We will:

- tell You where You need to take Your Vehicle; or
- arrange for it to be towed to a repairer or other place We choose.

PART A SECTION 2 – THIRD PARTY PROPERTY DAMAGE

What We Cover

We will cover Your legal liability to pay compensation for Accidental Loss or Damage to someone else's property arising out of an Accident occurring during the Period of Insurance where the third party property damage arises out of the use of a Vehicle covered under this Policy.

Cover for third party liability includes:

- Your actions;
- actions of anyone driving, using or in charge of the Vehicle with Your permission, subject to the terms and conditions of the Policy;
- actions of any passenger while getting into or out of the Vehicle.

The most We will pay for third party liability arising directly or indirectly from the original Accident is \$40,000,000.

What We do not cover

- legal costs to defend criminal acts or fines for breaches of road traffic statutes (other than outlined in the benefit for Defence Costs);
- any claim caused by or in connection with Your Vehicle, or any plant or equipment attached to Your Vehicle, whilst being operated as a tool of trade, other than for driving on a public road;
- damage to property belonging to or held in trust or in the custody or control of You or any entity or person entitled to indemnity under this Section;
- any fines, penalties, or aggravated, exemplary or punitive damages;

- any claim if Your Vehicle is not registered for use on a public road;
- any damage directly or indirectly arising out of the discharge, dispersal, release or escape of pollutants or the cost of removing nullifying or cleaning up of pollutants, unless the liability is caused by a sudden, identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place;
- fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants.

ADDITIONAL BENEFITS APPLICABLE TO PART A SECTION 2

The following additional benefits will only apply where We accept a claim for loss, damage or liability under Part A Section 2 of the Policy.

Third Party Property Damage cover for a substitute Vehicle

If Your Vehicle suffers damage and is unable to be driven, We will provide cover for a substitute Vehicle which is used by You in substitution of Your own Vehicle. This cover will cease once Your Vehicle is repaired and returned to You.

This extension specifically excludes any cover for damage to the substitute Vehicle or any indemnity owed to the owner or operator of the substitute Vehicle and or any persons or company related to them, who may have suffered loss due to Your use of their substitute Vehicle.

This additional benefit is only provided on the basis that:

1. Your Vehicle is not in use and You have registered a claim with Us and We have accepted Your claim;
2. the owner of the substitute Vehicle is not entitled to cover in respect of loss, damage or liability under any other Policy;
3. Your Vehicle was off the road and undergoing Accident damage repairs under a valid claim accepted by us;
4. the substitute Vehicle is approved by relevant authorities and/or network for the intended purposes of passenger transport activities.

Supplementary Bodily Injury

Subject to the Terms, Conditions and Exclusions of the Policy, We will indemnify You for amounts which You are deemed legally liable to pay for compensation in respect of death or bodily injury to persons, attributed to 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 this benefit:

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.

Defence Costs

We will pay the reasonable costs incurred for legal representation if You are charged with a driving offence that causes a death.

The most We will pay is \$10,000 for any one Accident.

Legal Costs

We will pay legal costs and expenses to defend any proceedings arising from Accidental Loss or Damage covered by the Policy provided that We have approved the costs and expenses prior to them being incurred.

Legal Costs are inclusive of the \$40,000,000 limit for third party property damage.

Limit of liability under Section 2

The most We will pay under Part A Section 2 is \$40,000,000.

HOW WE SETTLE YOUR CLAIM UNDER PART A SECTION 2

If We agree to settle a claim for legal liability, We will pay:

- compensation;
- legal costs and expenses if We have given Our prior consent to You incurring these costs;
- costs and charges reasonably and necessarily incurred by You in removing or cleaning up debris, unless stated otherwise;
- costs and charges reasonably and necessarily incurred to extinguish a fire Your Vehicle has caused.

If We agree to pay a claim for Your legal liability, the most We will pay for all claims arising directly or indirectly from any one Event is shown on Your Policy Schedule.

GENERAL EXTENSIONS APPLICABLE TO PART A SECTIONS 1 & 2

Replacement Vehicle

If You replace Your Vehicle during the Period of Insurance, We will cover the replacement Vehicle under the Policy from the date of purchase, provided You notify us:

- immediately if the value of the replacement Vehicle exceeds \$50,000;
- within 14 days for any other Vehicle; and
- pay any additional premium that we may charge for the replacement Vehicle.

Cover on the replaced Vehicle ceases from the date of purchase of the replacement Vehicle.

L.P.G. Conversion

The Policy includes Your Vehicle(s) which has been modified to operate on liquefied petroleum gas provided such modification has been carried out in accordance with the relevant statutory standard.

GENERAL EXCLUSIONS APPLICABLE TO PART A SECTIONS 1 & 2

We will not pay for loss, damage or liability:

- if Your Vehicle is driven by You or by any person with Your consent who is not licensed to drive Your Vehicle under any relevant law;
- if Your Vehicle is used to carry a greater number of passengers or to convey or to tow a load in excess of that for which Your Vehicle was designed. We will pay if the loss or liability was not caused or contributed to by such greater number of passengers or load;
- if Your Vehicle is used in an unsafe or un-roadworthy condition and such condition caused or contributed to the loss, damage or liability. We will pay if You could not have reasonably detected the unsafe or un-roadworthy condition;
- intentionally caused by You or any person acting with Your consent;
- if Your Vehicle is driven by any person:
 - ❖ who has ingested any drug, substance or alcohol which may impair his/her faculties; or
 - ❖ who is convicted of driving, at the time of loss, under the influence of any drug, substance or alcohol; or
 - ❖ with a percentage of alcohol in his/her breath or blood, at the time of loss in excess of the percentage permitted by law; or
 - ❖ who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of any State or Territory.

However, We will pay if You did not know or could not reasonably have known that the driver of Your Vehicle was so affected or refused to undergo an appropriate test at the time of the Accident, but We will not indemnify the driver of Your Vehicle;

- if Your Vehicle is used:
 - ❖ for any illegal purpose with Your knowledge or consent;
 - ❖ in connection with the motor trade for experiments, tests, trials, demonstration or breakdown purposes;
 - ❖ for or being tested in preparation for any race, rally, trial, speed trial, test, contest, motor sport, or driver training course conducted without Our written consent;
- occurring whilst Your Vehicle is:
 - ❖ on rails other than as cargo;
 - ❖ in an underground mine, mining shaft, or tunnels which are not public roads.
- for any GST, or any fine, penalty or charge for which You are liable arising out of Your misrepresentation of, or failure to disclose, Your actual Input Tax Credit entitlement in the settlement of any claim or premium relating to the Policy.
- incurred while Your Vehicle is carrying any substance that is shown in the Australian Dangerous Goods Code as goods too dangerous to transport or while any such substance is being moved to or from Your Vehicle or while any such substance is being loaded or unloaded from Your Vehicle.

PART B – BUSINESS INTERRUPTION INSURANCE (DOWNTIME)

What We cover

If You have selected Business Interruption cover for Your Vehicle(s) and it is shown on Your Policy Schedule, and We have agreed to pay a claim under Part A Section 1, We will reimburse You for an amount that represents Your normal daily income up to a maximum benefit amount of \$250 per day after the Deferment Period of 2 days. We will reimburse You for a maximum Benefit Period of 12 days per Event for Your loss of use, while Your Vehicle is Inoperative.

No Deferment Period is applied for an Accident where We determine the driver of Your Vehicle was not at fault and We agree that a full recovery can be made from the third party.

Payment of this benefit ceases at the earliest of the following:

- the date We settle You for Your total loss;
- the date that Your Vehicle is available for use following completion of repairs; or
- the Benefit Period is utilised.

What We do not cover:

- any Loss or Damage which occurs within the Deferment Period;
- any loss following fire damage unless the fire occurred as a result of impact damage.
- You if You elect to handle or complete the repairs to Your Vehicle without Our approval.
- You where You continue to use the Vehicle in instances where all the documentation and other criteria has been satisfied in accordance with the Benefit Period requirements, until such time that the Vehicle is delivered to the repairer for repairs to commence.
- You if Your Vehicle was on hire or loan, or was in the possession of another party at the time of Loss or Damage to Your Vehicle.
- You for any additional warranty or re-work to the completed repairs conducted by the repairer or manufacturer unless there is a residual balance of the Benefit Period remaining from the original claim.
- any loss where You have made the decision not to repair or replace Your Vehicle.
- any loss incurred for any overhauls, inspections or modifications performed on Your Vehicle whether carried out in conjunction with the repairs to Your Vehicle or not.
- any fines, penalties or losses resulting from a breach of contract whether or not attributed to the Loss or Damage to Your Vehicle.
- any loss attributable to any Business of Yours being wound up or carried on by a liquidator or receiver or otherwise being permanently discontinued.

Conditions applicable to Part B

If Your Vehicle is removed from cover under Part A Section 1 of this Policy, then cover under this Section is cancelled and We will refund premium in accordance with Cancellation rights under the Policy.

If Your Vehicle is settled as a Total Loss under Part A Section 1 of this Policy, then cover for that Vehicle under this section is cancelled without refund of any premium.

DEFINITIONS APPLICABLE TO PARTS A AND B (UNLESS STATED OTHERWISE)

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

“Accessories” means items that are added to Your Vehicle that do not come standard with the Vehicle when the Vehicle is new and which We have agreed to cover.

“Accident” is an unforeseen or unintended happening that is not expected or designed.

“Accidental Loss or Damage” refers to Loss or Damage that has occurred by Accident.

“Act(s) of Terrorism” includes any act which may or may not involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.

“Benefit Period” means the period commencing immediately after expiration of the Deferment Period whilst Your Vehicle is Inoperative and during which we pay you the benefit amount.

“Deferment Period” means the period of time whilst Your Vehicle is Inoperative during which no payment will be made by Us.

“Excess” means the amount(s) specified on Your Policy Schedule and elsewhere in the Policy which You must contribute to each and every claim.

“Industry Equipment” means two-way radios, meters, computer equipment, camera equipment, EFTPOS machines, signwriting, hail lights, wheel chair hoists, upgraded seating, grab rails and other specified items shown on Your Policy Schedule normally used in connection with the passenger transport industry. The amount that is insured will be shown on Your Policy Schedule. Industry Equipment does not include LPG conversions, cash, money or any other negotiable instruments.

“Inoperative” means Your Vehicle is unable to be used following an Accident for which We have accepted a claim under Part A Section 1 of the Policy. Your Vehicle is considered inoperative in the following circumstances:

- Undrivable following an Accident
- If drivable, following the date that Your repairer commences repairs to Your Vehicle.

“Loss or Damage” means sudden physical loss, theft, damage or destruction caused by an Accident not otherwise excluded.

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

“Market Value” means the amount of money it would cost to replace Your Vehicle in Your local area with an identical Vehicle, based on the age and condition of Your Vehicle immediately prior to the loss. It excludes any installed Industry Equipment.

When We calculate the market value, We include an amount for reasonable costs of replacing or repairing:

- a) standard accessories, tools or spare parts that the manufacturer supplied as standard equipment with Your Vehicle; and
- b) non-standard Vehicle accessories that are specified in the Policy Schedule.

“Modifications” means all alterations made to Your Vehicle from the manufacturer's standard specifications which may impact Your Vehicle's appearance, safety, performance or value. These may be either a manufacturer's option or any aftermarket alteration.

“Owner driver” means an Insured who owns and operates a single Vehicle and drives at least 24 hours in any seven-day period. ATL reserves the right to request log on / log off reports for any Owner driver in the event of a claim to establish utilisation of the Vehicle over a seven-day period.

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acid, alkalis, chemicals, asbestos and waste material regardless of whether or not such material is to be recycled, reconditioned or reclaimed.

“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.

“Vehicle” means the registered motor vehicle(s) described on Your Policy Schedule including:

- standard tools, modifications and accessories as supplied by the manufacturer;
- fitted or non-standard accessories, modifications and extras which You have told Us about and We have accepted and listed on Your current Policy Schedule.

Vehicle does not include Industry Equipment.

PART C – BUSINESS LIABILITY

We will cover amounts which You become legally liable to pay, up to the Limit of liability stated in Your Policy Schedule, as a result of Personal injury or Property damage occurring during the Period of Insurance and arising out of Your Business activities as a Taxi Operator within the Geographical limits.

What We cover

If You have chosen to take cover under this section and cover is noted on Your Policy Schedule, We will cover Your legal liability to pay compensation for:

- Personal injury;
- Property damage to property that is neither owned by or leased or rented to You or not in Your physical and legal control;
- Advertising injury;

which happens during the Period of Insurance and is caused by an Occurrence in connection with Your Business within the Geographical limit.

Limit of liability

Our maximum liability in respect of any claim or any series of claims, involving general liability for Personal injury, Property damage or Advertising injury, caused by or arising out of one Occurrence will not exceed the Limit of liability noted on Your Policy Schedule.

Our total aggregate liability during any one Period of Insurance for all claims arising out of Your products will not exceed the Limit of liability noted on Your Policy Schedule.

What We do not cover

We do not cover liability in respect of:

Advertising Injury

- resulting from statements made at Your direction with knowledge that such statements are false;
- resulting from statements made prior to the commencement of the Period of Insurance;
- resulting from failure of performance of contract however this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract;
- resulting from any mistake in advertised price of Your Products or services;
- resulting from failure of Your Products or services to conform with advertised performance, quality, fitness or durability;

Aircraft and Watercraft

Claims arising out of the ownership, maintenance, operation or use by You of:

- any Aircraft or Hovercraft;
- personal watercraft or jet ski; or
- any watercraft over 8 metres in length, other than:
 - ❖ watercraft used in operations carried out by any independent contractors for whose conduct You may be held liable for;
 - ❖ watercraft owned and operated by others and used by You for Business entertainment.

Aircraft products

Your products that are Aircraft component parts used for maintaining an Aircraft in flight, or moving upon the ground, or used in the construction of an Aircraft hull, or machinery which to Your knowledge is incorporated in an Aircraft.

Asbestos

Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

Assault and Battery

Personal Injury or Property Damage arising directly or indirectly out of assault and battery committed by an insured person.

However, this exclusion will not apply where such assault and battery is committed for the sole purpose of preventing or eliminating danger to persons or property.

Computers, computer software and computer consulting

Property damage to computer data or programs and their storage media or any consequential loss arising directly or indirectly out of, or caused by, through or in connection with the:

- use of any computer hardware or software;
- provision of computer hardware or software;
- use of computer hardware or software belonging to any third party, whether authorised or unauthorised, including damage caused by any computer virus.

Contractual liability

Personal Injury or Property Damage:

- Where You assume liability under any contract or agreement. However, this exclusion will not apply to those written contracts:
 - ❖ where such liability would have been implied by law;
 - ❖ where You assume liability under warranty of fitness or quality as regards Your Products;
 - ❖ to Incidental Contracts entered into by You;
 - ❖ to contacts where the liability or obligation is assumed by You under any warranty under the requirement of State or Federal laws in respect to product safety.
- Where You have waived any rights, which but for the existence of such waiver would accrue to You.

Design, Specification, Formula

Any design, plan, specification, formula or pattern provided by an insured person or any error or omission connected therewith.

This exclusion will not apply in respect of any design, plan, specification, formula or pattern about any of Your Products which are not given for a fee.

Employment liability

Liability imposed:

- by any workers compensation law;
- by the provision of any industrial award, agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award, agreement or determination or contract of employment or workplace agreement;
- for and in respect of Employment practices.
- For the purpose of this exclusion, voluntary workers, secondees and work experience students will not be considered to be Your Employees.

Explosive substances

Personal injury or Property damage directly or indirectly caused by or arising from mining, processing, manufacture, distillation, fractation, treatment, disposal, controlled removal of, decontamination, distribution and/or storage of:

- explosives;
- petroleum, inflammable gasses or spirits (other than as part of a garage/petrol service station Business).

Faulty workmanship

Property damage to part of any property upon which You are or have been, working where the Property damage arises from Your work. We also do not cover the cost of performing, correcting or improving any work undertaken by You.

Fines, penalties and punitive damages

- Fines, penalties, or cost of actions imposed on You due to the application of government legislation or order of a court of law;
- Punitive, exemplary, or aggravated damages;
- Any additional damages resulting from multiplication of compensatory damages against You.

Genetic engineering

Claims arising directly or indirectly out of genetic engineering.

Loss of use

Loss of use of tangible property which has not been physically damaged or lost or destroyed resulting from:

- a delay in, or lack of, performance, by You or on Your behalf, of any contract or agreement;
- the failure of Your products to meet Your warranties or representations as to performance, fitness, quality or durability (but this exclusion will not apply to liability for physical damage or destruction caused to other property by Your products).

Molestation

The molestation of or interference with any natural person by:

- You or any person comprising You;
- any of Your Employees; or
- any person performing any voluntary work or service for You or on Your behalf.

Furthermore, We will not have a duty to defend any action, suit or proceedings brought against You (or any other person or body corporate who might otherwise, but for the provisions of this clause, be entitled to indemnity under this Policy) which either directly or vicariously seeks compensation in respect of such molestation or interference as above or any Personal injury resulting there from.

Participants

Personal injury or Property damage of any person caused by or arising out of participation of such person or his/her property in any game, match, race, practice, trial or other sporting activity (including but not limited to swimming, gymnastics, health and fitness activities).

Pharmaceutical products

Claims arising directly or indirectly out of the manufacture of pharmaceutical products.

Pollution

- Personal injury or Property damage caused by or arising out of the discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, or any water course or body of water;
- Costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution.

The above exclusions do not apply to pollution which is consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in Personal injury and/or Property damage, and where the pollution occurs outside the United States of America or Canada or any country, territory or protectorate where the laws of these countries are applied. Our liability in respect of any one discharge, dispersal, release, escape and for all discharges, dispersals, releases and escape of pollutants during any one Period of Insurance will not exceed the Limit of liability.

Product defect

Property damage to Your products, if the damage is attributed to any defect in them or to their harmful nature or unsuitability.

Product recall

Claims arising out of or resulting from the withdrawal, inspection, repair, replacement or loss of use of Your products if they are withdrawn from the market or from use, because of any known or suspected defect or deficiency in them.

Professional liability

The rendering of, or failure to render professional advice or service by You or any related error or omission, but this exclusion will not apply to:

- the rendering of or the failure to render professional medical advice by Medical persons employed by You to provide first aid services at Your location, but not when these Medical persons have insurance for Your professional liabilities;
- Personal injury or Property damage arising there from, provided that the professional advice or service is not given for a fee.

Renovations, erection, alterations, construction, additions and demolition

Any claims arising directly or indirectly out of or in any way connected with the renovation, erection, alteration, construction or additions and demolition to any building at the location shown on Your Policy Schedule, by You or on Your behalf when the total cost of the work exceeds \$500,000.

The internet

Claims arising directly or indirectly out of or in any way connected with Your Internet operations. This exclusion does not apply to liability otherwise covered by this Policy that would have arisen irrespective of Your Internet operations. Nothing in this exclusion will be construed to extend coverage under this section to any liability that would have not been covered in the absence of this exclusion.

Treatment or dispensing

Except as provided for under the exclusion for 'Professional liability':

- the treatment of humans or animals for any physical or mental deficiency, injury, illness or disease;
- the dispensing of drugs, medicines, pharmaceuticals, supplies or artificial aids.

Vehicles

Personal injury or Property damage arising out of the ownership, possession, operation, maintenance or use by You of any Vehicle:

- which is registered or which is required under any legislation to be registered;
- in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected);

other than the property described in the additional benefits 'Vehicles used as a tool of trade' and 'Vehicles unloading or loading goods'.

This exclusion will not apply to Personal injury that arises out of an Occurrence, which is partially or totally outside the indemnity afforded under any compulsory liability insurance or other legislation relating to Vehicles, provided that the reason the Occurrence is outside the indemnity afforded by the compulsory liability insurance or statutory indemnity does not involve a breach by You of legislation relating to Vehicles.

Claims involving Personal injury or damage to third party property arising out of the ownership, possession, operation, maintenance or use by You of any Vehicle can only be claimed under one Section of this Policy per Event.

Vibration or Weakening of support

Damage resulting from vibration or the removal or weakening of support to any land or fixed property.

Welding and hot work activities

Claims caused by or arising out of the use of an angle grinder, arc or flame cutting, flame heating, arc or gas welding or any similar operation in which welding equipment is used, unless that activity is conducted in strict compliance with the standard AS 1674.1 -1997 (Safety in welding and allied processes) issued by Standards Australia.

ADDITIONAL BENEFITS FOR PART C

Property in Your physical and legal control

We will cover Your liability for damage (subject to conditions of Part C):

- premises (including landlords fixtures and fittings) which are leased or rented to You, subject to a maximum indemnity for any one Occurrence of \$10,000 or the amount shown on Your Policy Schedule;
- premises (or their contents) not owned, leased or rented by You but temporarily occupied by You for work therein, subject to a maximum indemnity for any one Occurrence of \$10,000 or the amount shown on Your Policy Schedule;
- Vehicles (not belonging to or used by or on Your behalf) in Your physical or legal control where the Property damage occurs while the Vehicles are in a car park owned or operated by You, unless You own or operate the car park for reward, subject to a maximum indemnity for any one Occurrence of \$10,000 or the amount shown on Your Policy Schedule;
- property (excluding any Vehicle which is registered or which is required under any legislation to be registered) in Your physical or legal control, subject to a maximum indemnity for any one Occurrence of \$10,000 or the amount shown on Your Policy Schedule.

Release

Where You are required by contractual agreement to release any government or public or local authority or other statutory authority from liability or loss, destruction or damage or legal liability insured against under this Policy, such release is allowed without prejudice to this insurance.

Notwithstanding the 'General Condition' regarding 'Subrogation rights' of this Policy, We agree to waive all Our rights of subrogation against any such authority in the Event of any Occurrence for which a claim for indemnity may be made under this Policy.

Vehicles used as a tool of trade

Notwithstanding the Specific Exclusion headed 'Vehicles', We will cover Your liability for Property damage or Personal injury caused by or arising from the operation or use of any Vehicle which is designed primarily for lifting, lowering, loading, unloading, digging or drilling, whilst being operated or used by You or on Your behalf within the confines of Your premises.

Vehicles unloading or loading goods

Notwithstanding the Specific Exclusion headed 'Vehicles', We will cover Your liability for Property damage or Personal injury arising out of and during the Loading or unloading of goods to or from any Vehicle covered under this Policy. The most We will pay for Property damage under this additional benefit is \$10,000.

Joint insured - cross liability

Where You comprise of more than one party, each of the parties will be considered as a separate and distinct unit and the words You and Your will be considered as applying to each party in the same manner as if a separate Policy had been issued to each of them provided that nothing in this clause will result in an increase of Our Limit of liability in respect of any Occurrence.

CONDITIONS APPLICABLE TO PART C

Defence of claims

We will defend in Your name and on Your behalf any claim or legal action against You seeking damages on account of Personal injury or Property damage not otherwise excluded by this section, even if the action is groundless, false or fraudulent.

We will have full discretion in the conduct of any proceeding in connection with any claim. You will give such information and assistance that We may reasonably require in the prosecution, defence or settlement of any claim. We will investigate, negotiate and settle any claim or legal action as We see fit.

Notices

You must as soon as possible give to Us notice in writing of:

- every Occurrence, claim, writ, summons, proceeding, impending prosecution, and inquest, together with all relevant information which may result in a claim under this Policy, whether or not You believe any claim amount might fall below the applicable Excess;

- every change that comes to Your knowledge, which materially varies any of the facts or circumstances existing at the commencement of this Policy.

Discharge of liabilities

We may at any time pay to You, in respect of all claims against You arising from an Occurrence, the balance of the Limit of liability or any smaller sum for which the claim or claims can be settled.

Upon payment of that amount, We will relinquish conduct or control of the matter and will have no further liability under the Business liability section of this Policy in connection with those claims except for costs, charges and expenses that are:

- recoverable from You for all or part of the period prior to the date of such payment;
- incurred by us;
- incurred by You with Our written consent prior to the date of such payment.

Reasonable care

You must:

- exercise reasonable care that only competent Employees are employed and You must take reasonable measures to maintain all premises and plant in sound condition;
- take all reasonable precautions to prevent Personal injury and Property damage, and
- prevent the manufacture, sale or supply of defective products, and comply with and ensure that Your Employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by all relevant public authorities in relation to the:
 - ❖ safety of persons or property;
 - ❖ disposal of waste products;
 - ❖ handling, storage or use of flammable liquids or substances, gases or toxic chemicals;
- at Your own expense take reasonable action to trace, recall or modify any of Your products containing any defect or deficiency of which You have the knowledge or have reason to suspect, including (but not limited to) any of Your products subject to government or statutory ban.

HOW WE SETTLE CLAIMS UNDER PART C

With respect to the indemnity provided under this Policy Part C We will:

- pay all expenses incurred by Us, all costs taxed against You in any such suit, and all interest accruing after entry of judgment until We have paid, tendered or deposited in court such part of the judgment as does not exceed the limit of Our liability;
- reimburse You for all reasonable expenses, other than loss of earnings, incurred in connection with the defence of a claim or legal action with Our consent;

- pay reasonable expenses incurred by You for first aid to others at the time of Personal injury caused by an Occurrence (other than medical expenses prohibited by Section 126 of the Health Insurance Act 1973);
- pay reasonable expenses incurred by You for temporary protection of damaged, or undamaged property of any person or party, including temporary repairs, shoring up or underpinning thereof;

provided that:

- We will not be obliged to pay any claim or judgment or to defend any claim or legal action after the Limit of liability has been exhausted by payment of judgments or settlements;
- if a payment exceeding the Limit of liability has to be made to dispose of a claim, Our liability to pay any costs, expenses and interest will be limited to that proportion of those costs, expenses and interest as the Limit of liability bears to the amount paid to dispose of the claim.

The amount incurred, except for payments in settlement of claims, suits and all costs awarded against You, are payable by Us in addition to the Limit of liability, provided that the matter is subject to the laws applicable outside the United States of America or Canada.

DEFINITIONS APPLICABLE TO PART C (UNLESS STATED OTHERWISE)

“Advertising injury” means Personal injury arising out of:

- libel, slander or defamation;
- any infringement of copyright or passing off of title or slogan;
- unfair competition, piracy, unauthorised appropriation of advertising ideas contrary to an implied contract;
- invasion of privacy;

committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast and caused by or arising out of Your advertising activities.

“Employment practices” means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment by You.

“Geographical limit” means:

- anywhere in Australia and its external territories;
- elsewhere in the world, but only overseas Business visits by You and any of Your directors or Employees but not where they perform or supervise manual work.

“Incidental contracts” means:

- any written rental agreement, or lease of real, or personal property, not requiring an obligation to insure such property or be strictly liable regardless of fault;

- any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities;
- any written contract with any railway authority for the loading, unloading and/or transport of products, including contracts relating to the operation of railway sidings;
- those contracts designated on the Policy Schedule.

“Internet operations” includes, but is not limited to the following:

- use of electronic mail systems by You or Your Employees, including part-time and temporary staff, and others acting on Your behalf;
- access through Your network to the world wide web or a public internet site by You or Your Employees, including part-time and temporary staff, and others acting on Your behalf;
- access to Your intranet (meaning internal company information and computing resources) which is made available through the world wide web for Your customers or others outside Your organisation; and
- the operation and maintenance of Your website.

“Limit of liability” means the Limit of liability shown on Your Policy Schedule.

“Loading or unloading” means the single action of transferring the weight of the goods.

“Medical persons” means legally qualified medical practitioners, legally qualified nurses, dentists and first aid attendants.

“Occurrence” means an Event which results in Personal injury, Property damage or Advertising injury, neither expected nor intended from Your standpoint. All Personal injury or Property damage arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one Occurrence. All Advertising injury arising out of the same injurious material or act (regardless of the frequency or repetition thereof, or the number of claimants) will be deemed to be one Occurrence.

“Personal injury” means:

- bodily injury (including death and illness), disability, shock, fright, mental anguish, mental injury or loss of consortium;
- wrongful entry, wrongful eviction, wrongful detention, false arrest, wrongful imprisonment or malicious prosecution;
- a publication or utterance of a libel or slander or other defamatory or disparaging material;
- assault not committed by You or at Your direction unless the assault occurred while preventing personal injury or Property damage.

“Property damage” means:

- physical damage to, loss or destruction of tangible property including any resulting loss of use of that property; or
- loss of use of tangible property which has not been physically damaged, lost or destroyed, provided such loss of use is caused by an Occurrence.

“You or Your” has the same meaning as defined elsewhere in this Policy and extended for this Business Liability section only to include:

- every principal of yours, in respect of that principal’s liability caused by the performance of work for that principal, but subject always to the extent of coverage and the Limit of liability provided by this Policy;
- every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with Your consent (but not an insured designated in this Policy) in respect of claims arising from their duties connected with the activities of any such club, organisation or service. This insurance will not apply to Personal injury to or Property damage of any participants of any game, match or the like;
- each partner, joint venturer, co-venturer or joint lessees of Yours but only:
 - ❖ with respect to liability incurred as the partnership, joint venturer, co-venture, joint lease; and
 - ❖ provided the partnership, joint venture, co-venture, joint lease has been notified to Us within 30 days of formation and has been endorsed on the Policy Schedule;
- any director or senior executive of yours in respect of private work undertaken by your Employees for such director or senior executive.

You/Your does not include the interest of any other person other than described above.

“Your Products” means any goods, products and property after they have ceased to be in Your possession or under Your control which are, or have been deemed to be, manufactured, grown, extracted, produced, processed, constructed, erected, installed, repaired, serviced, treated, labelled, handled, sold, supplied, re-supplied or distributed by You (including any packaging or container thereof other than a Vehicle).

Your products also includes the design, formula, specification, directions, markings, instructions, advice or warnings given or omitted to be given in connection with such products and anything which, by law or otherwise, You are deemed to have manufactured in the course of the Business including discontinued products.

GENERAL CONDITIONS THAT APPLY TO EACH SECTION OF THE POLICY

Your obligations

You are required to:

- take all reasonable precautions to avoid or minimise loss, damage or liability;
- maintain Your Vehicle(s), all Business premises, fittings, appliances and equipment in sound condition;
- maintain and look after the property or buildings belonging to other people and organisations that are used by You in accordance with Your agreement with them;
- obtain certificates of inspection for all equipment required by any statute or regulation to be so certified;
- use and store all hazardous, flammable, gaseous or toxic materials as required by law.

If You do not comply with Your obligations, We may refuse to pay part of or Your entire claim.

Alteration

Unless Our written consent is obtained, We will not cover loss, damage or liability caused or contributed to by any alteration, after the commencement of this Policy:

- in the trade carried on, or whereby the nature of the occupation or other circumstances change in such a way as to increase the risk of damage or the likelihood of liability losses;
- whereby Your interest ceases by will or operation of law;
- whereby the Business is wound up or carried on by an insolvency practitioner or permanently discontinued.

Business ceases to trade or is in liquidation

If Your Business is deregistered, placed into liquidation or administration, a receiver is appointed, or the Business is wound up or is permanently discontinued, then unless otherwise agreed by Us in writing, all cover under this Policy ceases from the time Your interest is transferred or Your Business ceases to trade.

Jurisdiction

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

MAKING A CLAIM UNDER THIS POLICY

Your obligations when making a claim under this Policy

In the event of an incident occurring that is likely to result in a claim against the Policy, You will need to contact us, however first You must, at Your own expense

- take all reasonable precautions to prevent further loss, damage, theft or liability;
- report the incident to the police where the incident must be reported by law;
- advise Us as soon as possible after the discovery of the event, provide Us with a detailed and signed proof of loss with full details of the circumstances surrounding the incident;
- obtain full names, addresses and phone numbers of all drivers and passengers involved and any witnesses to the Event. You will also need to obtain the Vehicle registration numbers and insurance details of all Vehicles involved;
- take all reasonable action to recover lost or stolen property that was in Your physical or legal control belonging to others to minimise the claim;
- as far as possible preserve Your Vehicle or other items which might prove necessary or useful as evidence until We have had an opportunity of inspection;
- give Us all documentation, information, proof and assistance We may require to prosecute, defend or settle Your claim;
- tell Us immediately if You receive demands, a notice of prosecution, details of any legal proceedings, inquest or similar communications from other parties involved in the Event. If You delay telling Us, we may not cover any legal or other costs that result from that delay.

You must never, without Our consent:

- admit guilt, fault or liability;
- offer or negotiate to settle any claim;
- authorise the repairs or replacement of anything (other than emergency repairs up to \$1,000 which are necessary to minimise or prevent further Loss or Damage); or
- accept any payment (including Excess payments) from anyone unless We agree first.

When You make a claim, You agree to:

- provide Us with proof of ownership of any lost or damaged Vehicle or property;
- help Us manage the claim, which may include Us inspecting Your Vehicle or asking You questions, or You providing written statements to Us under oath;
- allow Us to take possession of damaged property (including the associated unexpired registration and CTP in the event of a total loss) that is the subject of a claim;
- help Us as We work to negotiate, defend or settle any claim made under this insurance and to exercise for Our benefit Your legal right of recovery against any other party;
- tell Us about any other insurance that may be relevant to the claim;
- supply a police report number for any incident that involves theft or Malicious Damage;
- pay any Excess(es) that applies to this Policy in full prior to settlement of that claim. We have no liability to You under this Policy until You have paid the applicable Excess or Excesses. If the Excess has been requested but remains unpaid, We may:
 - ❖ refuse to settle the claim until full payment of the Excess has been received; or
 - ❖ deduct the Excess from any settlement amount We may pay.

CLAIMS CONDITIONS APPLICABLE TO ALL PARTS OF THE POLICY

Inspection and Report

Sometimes it may be necessary to arrange for a professional Inspection and Report to determine if there has been Loss or Damage covered by the Policy for which costs may initially be incurred by You or Us.

- If the claim is subsequently accepted as valid by Us, We will bear these costs; and
- if the claim is not lodged or the claim is not subsequently accepted by Us, You agree to pay for these costs.

Our Rights of Subrogation

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.

Your failure to render the assistance required may affect Your entitlement to a claim under any section of this Policy.

LATE LODGEMENT OF CLAIMS AND HOW IT AFFECTS YOUR POLICY

Additional costs for claims from third parties

The amount of any increase to costs for claims made against You by third parties incurred for legal bills, hire cars or loss of income will not be indemnified by Us when the amount of such increase to third party costs is due to a delay by You:

- in reporting the claim; or
- in complying with the Policy conditions (which includes the supply by You of documentation requested by Us); or
- making payment of any Excess(es) that apply to the claim.

Changes to Your Policy premium

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, 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.

EXCLUSIONS APPLICABLE TO ALL PARTS OF THE POLICY

We will not pay:

- for any claim for Accidental loss, damage or legal liability arising from:
 - ❖ war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or by contamination or pollution by chemical, biological or nuclear agents;
 - ❖ ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, the combustion of nuclear fuel (including any self-proclaimed process of nuclear fission) or nuclear weapons material.

- for any damage to property, legal liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:
 - ❖ any Act of Terrorism regardless of any cause or Event contributing concurrently or in any other sequence to the damage to property, legal liability, loss, damage, cost or expense; or
 - ❖ any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.
- for any claim for Accidental loss, damage or legal liability arising from:
 - ❖ a deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused by or involving You or any person who is acting with Your express or implied consent.
- For any Loss or Damage howsoever caused due to the infection of property, humans, animals or other living creatures by infectious matter, or the spreading or releasing thereof, by You, whether accidentally, knowingly, wilfully, maliciously or otherwise including any losses caused by a quarantinable disease listed in the Australian Quarantine Act 1908 or similar.

DEFINITIONS APPLICABLE TO ALL PARTS

“Aircraft” means other than model aircraft, any vessel, craft, device, thing, including unmanned aerial vehicles (UAV) and or balloons used for advertising or promotional purposes, made or intended to fly or move in or through the atmosphere or space.

“Australia” means Australia, its dependencies and territories.

“Business” means all Your usual activities and operations as a Taxi Operator and includes:

- the ownership, tenancy or occupation of Your premises;
- private work carried out with Your consent for any of Your directors, partners, or, senior officials by an Employee;
- the provision or management of canteen, social or sports organisations for Employees; and
- the provision of Your own internal fire, first aid, medical, security and ambulance services.

“Employee” means any person under a contract of service or apprenticeship with You;

- any person hired or borrowed by You from another employer under an agreement by which the person is deemed to be employed by You;
- any person under a work experience or similar scheme while engaged and working under Your direction and control in connection with and in the course of the Business.

“Event” means one incident or all incidents of a series consequent on, or attributed to, one source or original cause.

“Excess” means the uninsured first portion of each and every claim that You must pay. The amount of the Excess is shown in the Policy Schedule.

“Flood” means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

“Hovercraft” means any vessel, craft or device made to float on or in, or travel on or through the atmosphere or water on a cushion of air provided by a downward thrust.

“Limit of liability” means the limit of liability shown on Your Policy Schedule.

“Period of Insurance” means the period stated in the Policy Schedule, or any shorter period arising due to cancellation of this policy.

“Policy” means this document, the Policy Schedule and any other documents that parties agree in writing will form part of the policy (e.g. an endorsement).

“Policy Schedule” means the document We provide that states which sections of the Policy apply, the levels of cover, Limits of Liability, the Excesses that are applicable, the Period of Insurance and any options chosen or special terms or endorsements applicable to Your insurance.

“We”, “Us” or “Our” means ATL as agents of Hollard.

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

CONTACTING US

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