



## Cabsafe Metro

### Taxi Insurance Product Disclosure Statement

Version: MET14032016



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## IMPORTANT INFORMATION

This Product Disclosure Statement (PDS) and policy wording was prepared on 14 March 2016. It sets out important information about our Taxi Insurance to assist you in deciding whether this product is right for you.

You should read this document carefully and in full. Any advice contained in this PDS is general only and does not take into account your individual circumstances. Please feel free to contact us if you have any questions that require clarification. If necessary you should seek your own professional insurance advice.

If you purchase our Taxi Insurance, this PDS and policy wording will form your insurance policy and should be read together with your Insurance Certificate and any other endorsement or document we provide. We recommend you keep all these documents you receive from us in a safe place for future reference.

### Who we are

The insurer of this Taxi Insurance is The Hollard Insurance Company Pty Ltd, (Hollard) ABN 78 090 584 473, AFSL 241436 whose registered office is Level 12, 465 Victoria Avenue, Chatswood, NSW 2067.

Hollard has given ATL Insurance Group Pty Ltd, (ATL), trading as Cabsafe Insurance (Cabsafe), an insurance binder authority. ATL's corporate details are ABN 33 133 273 631 and AFSL 333234. ATL is located at 17 – 19 Mount, Gravatt-Capalaba Road, Upper Mt Gravatt QLD 4122.

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 taxi insurance product. Neither ATL nor Cabsafe are acting as your agent; they act on behalf of Hollard.

### About Hollard

Hollard entered the Australian insurance market in 1999 and protects the assets and quality of life of over 700,000 Australian clients. Internationally, the Hollard Group provides a wide range of insurance products and services to more than 7.2 million policy holders.

Hollard's unique business model and partnership philosophy has quickly established Hollard as the partner of choice for many of Australia's leading underwriting agencies, independent insurance brokers, financial institutions and retailers.

Hollard is authorised by the Australian Prudential Regulation Authority and holds an Australian Financial Services licence issued by the Australian Securities and Investment Commission.

## Significant benefits

This taxi insurance provides cover, under Section 1, to repair, reinstate or replace your taxi arising from accidental loss or damage. Cover under Section 2 is for third party property damage for your legal liability, up to \$40 Million, arising from an accident involving the driving of your taxi.

If you choose Section 3, the policy will cover your legal liability arising from you operating and running a taxi business.

## Risks and restrictions on your cover

Your policy will not operate until you have paid your premium. The premium is payable when you take out a new policy and when you renew your policy. If you make changes to your policy you may need to pay an additional premium or you may be entitled to a refund. If your premium payment is dishonoured by your financial institution, this policy will not operate and you will not be covered in the event of a claim.

If you do not comply with your Duty of Disclosure or fail to adhere to the Conditions set out in this Taxi Insurance we may refuse to pay a claim or reduce the claim payment. The scope of coverage is restricted to the policy limits and details set out in your Insurance Certificate.

This policy does not cover claims arising where the driver is un-licensed, the vehicle is in an unsafe or un-roadworthy condition or where the driver is influenced by drugs or alcohol contrary to the relevant state or Territory laws.

You must take all reasonable precautions for the care, safety, protection and maintenance of your vehicle and/or property and any property in your care and/or control, and comply with all statutory obligations, by-laws and regulations imposed by any public authority. If you do not comply with this Condition, and loss or liability is caused, we may be able to reduce the amount we pay you.

When you notify us of a claim more than 6 months after the date of a loss or accident the 'delayed claim excess' will apply.

## How to Apply for Cover

To apply for cover you need to contact Cabsafe who will provide you with a copy of this PDS and policy wording and provide a quotation based on information you provide us with about your taxi(s) and taxi business.

If you accept our quotation we will issue you with an Insurance Certificate which will contain important information relevant to your insurance including the period of insurance, the premium, details of your vehicle(s), the excess(es) that will apply and whether any standard terms have been varied by way of endorsement.

### How we calculate your premium

Your premium is calculated when your policy begins and at each policy anniversary. Your Insurance Certificate provides details of your premium and when we calculate that premium we consider the type of cover requested by you and the various risks involved in providing that cover. Your premium also includes allowances for government taxes, levies and stamp duty relating to your policy.

### Your Duty of Disclosure

We rely on the information you provide to us, in deciding whether to insure you and the terms on which we will insure you. To comply with your Duty of Disclosure when first entering into an insurance contract with us, you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, in answer to the questions we ask you, including both on the application form and any verbal questions. You have this duty until we agree to insure you.

If you fail in your Duty of Disclosure, we may reduce or deny any claim you make or cancel your policy. If you fraudulently keep information from us, or deliberately make false statements, we may avoid your contract and treat your insurance as if it never existed. To comply with your duty of disclosure when you vary, renew, extend, reinstate or replace your policy, you must tell us everything that you know, and which a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you and, if so, on what terms. You do not have to tell us anything that is common knowledge that we should know through our business, that reduces the risk of a claim or that we tell you we do not need to know.

### Your 'cooling off' rights

You can return your policy to us within 14 days of the commencement or renewal of your cover, which is stated on your Insurance Certificate. If we receive your written request to cancel this policy within the 14 day period, we will cancel the policy effective from the commencement date, and give you a full refund. You cannot use this right where, before the 14 day period ends, you have exercised any of your rights or powers under the policy (e.g. you have made a claim).

After the cooling off period ends you still have cancellation rights under the policy (see below).

### Cancellation of Your Policy

You may cancel the policy at any time by notification to us in writing. We will refund the unused proportion of your paid premium less any taxes and government charges that we are unable to recover.

We may cancel the policy in certain circumstances provided by the Insurance Contracts Act 1984 or any subsequent legislation by giving you three business days' notice in writing.

Examples of some these circumstances are:

- if you do not pay the premium;
- if you did not comply with your duty of disclosure;
- if you make a misrepresentation to us before the issue of the policy;
- if you do not comply with a provision or condition of the policy;
- if you make a fraudulent claim under the policy or some other policy (whether with us or some other insurer); or
- if you do not comply with your duty of utmost good faith.

Notice of cancellation can be delivered personally, posted to your address or delivered electronically where you have specifically requested electronic communication and your electronic communication address is shown on the current Insurance Certificate. It will be effective at the time shown on the notice of cancellation or when you have taken out cover with another insurer, whichever occurs first.

### 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.

## 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.

## 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.

## 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.

## How we resolve your Complaints

We welcome every opportunity to resolve any concerns you may have with our products or service. In the first instance contact us. If you are not satisfied with the response received you can request that a manager address your concern.

If your concern is still not resolved to your satisfaction please write or telephone:

ATL Internal Dispute Resolutions Committee  
17 – 19 Mount Gravatt-Capalaba Road,  
Upper Mt Gravatt QLD 4122

Telephone number 1300 667 178

Your concern will be investigated by an officer with full authority to deal with the complaint and we will inform you of the outcome within fifteen working days of receiving your letter or call.

If your concern 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:

Local call: 1800 931 678  
Post: GPO Box 3, Melbourne, Victoria 3001  
Website: [www.afca.org.au](http://www.afca.org.au)  
Email address: [info@afca.org.au](mailto:info@afca.org.au)

## 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 keep an internal record of such changes (you can get a paper copy free of charge by calling us).

## POLICY WORDING

### Words with Special Meaning

Some words used in this policy have special meaning. A list of words which have the same meaning throughout the document appears immediately below. Section 3 has additional words with special meaning which appear at the start of that Section.

Note that any words used in the singular include reference to the plural and vice versa.

**accident** means a mishap or series of mishaps involving an insured vehicle that is unintentional and unexpected and arises from a single event.

**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.

**excess** means the amount specified on your Insurance Certificate and elsewhere in the policy which you must contribute to each and every claim.

**Insurance Certificate** means the document with the same name which forms part of the policy and shows your policy number, together with details of your cover.

**loss** means sudden physical loss, theft, damage or destruction caused by an accident not otherwise excluded.

**market value** means the expected cost of replacing the vehicle at the date of its loss or damage. This takes into account the make, model, kilometres driven and condition of the vehicle at that time.

**period of insurance** means the duration of this policy for the period shown on your current Insurance Certificate. Unless otherwise stated the period of insurance commences and ends at 4pm on the days stated as the period of insurance on the Insurance Certificate.

**policy** means the contract of insurance that you have entered into and paid for. This includes your declarations, this PDS as well as your Insurance Certificate.

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

**sum insured** means the amount shown on your Insurance Certificate.

**specified value** means the amount shown on your Insurance Certificate for taxi equipment.

**standby taxi** means a substitute vehicle approved by the Department of Transport and the relevant state authorities. This vehicle must carry clear signage to state it is a standby taxi and must show the taxi co-operative network or taxi company to which it belongs.

**taxi equipment** means two-way radios, taximeters, computer equipment, camera equipment, eftpos machine, signwriting, hail lights, wheel chair hoists, upgraded seating, grab rails and other specified items shown on your Insurance Certificate normally used in connection with the taxi industry. Taxi equipment does not include LPG conversions, cash, money or any other negotiable instruments.

**vehicle** means the registered motor vehicle(s) described on your Insurance Certificate 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 Insurance Certificate.

**we, us and our** means ATL, trading as Cabsafe, acting under a binder for the insurer, Hollard.

**you, your** means any person or entity shown on your Insurance Certificate as the insured.

## Section 1 - Cover for Your Vehicle

### What We Cover

If you have chosen to take cover under this section and cover is noted on your Insurance Certificate we will cover you for accidental loss or damage that occurs to your insured vehicle during the period of insurance and we will, at our option, pay:

- to repair, reinstate or replace your vehicle; or
- an amount equal to your vehicle's market value.

### Additional Benefits for Section 1

The following additional benefits will only apply where we accept a claim for loss or damage under Section 1 of the policy unless otherwise stated.

#### **Taxi Equipment**

We will pay for the reasonable cost to replace and install any damaged taxi equipment provided that the taxi equipment was damaged as a result of the accident.

We will pay up to the sum insured shown on your Insurance Certificate for taxi equipment. If no sum insured is shown on your Insurance Certificate for taxi equipment, the maximum we will pay under this additional benefit is \$3,000.

We may, at our option, require you to remove any undamaged taxi equipment in the event your vehicle is a total loss. In such an event, we will pay for the reasonable costs to remove it. If you choose to replace a total loss vehicle with a similar vehicle, we will pay the reasonable installation cost to (re)install this equipment.

We will deduct the value of any undamaged taxi equipment from the amount of any total loss settlement.

#### **Personal Items**

We will pay up to \$100 for loss or damage to property you own (excluding cash and accessories) which was in your taxi at the time of accident or theft of your taxi. We will consider your taxi as being unrecoverable if following its theft, it is not recovered by midnight on the thirtieth day from the date on which the theft was reported to the police. In this situation your claim will be settled in accordance with our procedures for the settlement of a total loss claim.

#### **Removal or Retrieval of Your Vehicle**

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.

#### **Disability Modifications**

Where you are an owner driver and following an accident which occurs whilst you are driving a vehicle insured under this policy that renders you permanently disabled, we will pay the reasonable costs incurred in making necessary modifications to your vehicle to enable you to continue to operate as a taxi driver.

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

#### **Funeral Expenses**

In the event you or your driver sustains a fatal injury as a result of an accident arising from the use of your vehicle, we will pay for the costs associated with burial or cremation.

This benefit will only apply to any costs that exceed any amount payable through any Accident Compensation Authority or Medical Society or insurer and will include any travel cost within Australia of any member of the deceased's immediate family.

The most we will pay is \$5,000 for any one loss.

### Specific Exclusions for Section 1

We will not pay for:

- 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;
- loss or damage as a result of the lawful seizure of your taxi or accessories;
- loss or damage to any advertising fixtures or signs attached to your taxi 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 where your vehicle is insured only for third party property damage as indicated on your Insurance Certificate;
- 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;
- loss arising from failure of, or defect or fault in, the design or specification of your vehicle.

### 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 property damage 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 property damage arising directly or indirectly from the original accident is \$40 Million.

### Additional Benefits for Section 2

The following additional benefits will only apply where we accept a claim for loss, damage or liability under Section 2 of the policy.

#### **Third Party Property Damage cover for a standby taxi**

If your taxi suffers damage and is unable to be driven we will provide cover for a standby taxi which is used by you in substitution of your own taxi. This cover will cease once your taxi is repaired and returned to you.

This extension specifically excludes any cover for damage to the standby taxi or any indemnity owed to the owner or operator of the stand-by taxi and or any persons or company related to them, who may have suffered loss due to your use of their stand-by taxi.

This additional benefit is only provided on the basis that:

1. your taxi is not in use and you have registered a claim with us;
2. the owner of the substitute vehicle is not entitled to cover in respect of loss, damage or liability under any other policy;
3. you furnish proof that your taxi was not in use at the time of the substitution and your taxi number plate covered by this policy was being carried by the substitute vehicle;
4. the standby taxi complies with all relevant legislative and regulatory requirements.

#### **Supplementary Bodily Injury (other than "Compulsory Third Party")**

We will cover your legal liability to pay compensation for death or bodily injury to another person caused by and arising from the use of your vehicle that is registered for use on a public road provided that the event or series of related events that gave rise to the legal liability, or any part of it, is not covered or indemnified in any way by any statutory or compulsory insurance policy (or any statutory or compulsory insurance) or any compensation scheme or fund.

#### **Defence Costs**

We will pay the reasonable costs incurred for legal representation if you or your driver is 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 million limit for third party property damage.

#### **Limit of liability under Section 2**

The most we will pay under Section 2 is \$40 Million.

### Specific Exclusions for Section 2

We will not pay for:

- 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;
- claims involving bodily injury or death:
  - ❖ if the legal liability is not covered under or indemnified in any way under a statutory or compulsory insurance policy or compensation scheme or fund because you or the owner failed to:
    - ◆ insure the vehicle;
    - ◆ register the vehicle;
    - ◆ comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund,
  - ❖ to any person who is:
    - ◆ driving or in charge of the insured vehicle;
    - ◆ your employee;
    - ◆ a member of your or your employees family.
- 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.

### General Extensions – Applicable to 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.

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.

#### Other Interested Parties

The cover provided under Section 1 - Cover for Your Vehicle, extends to include any entity or person who has a financial and insurable interest in your vehicle.

#### Sea Transportation

We will pay general average and salvage charges which are incurred whilst your vehicle is being transported by sea between places in Australia.

## General Exclusions – Applicable to 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 unroadworthy 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 unroadworthy 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.
- 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.

## Section 3 – Business Liability

### Words with Special Meaning in this Section

**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 Insurance Certificate.

**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 Insurance Certificate.

**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;
- 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;

**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/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 Insurance Certificate;

- 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.

## What We Cover

### Liability

If you have chosen to take cover under this section and cover is noted on your Insurance Certificate 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 insurance certificate.

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 Insurance Certificate.

### Additional Benefits for Section 3

#### **Defence of claims**

With respect to the indemnity provided by this policy, 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 for defence costs, not being for payments in settlement of claims, suits and all costs awarded against you, are payable by us in addition to the limit of liability shown on your Insurance Certificate. For matters involving the United States of America or Canada, the limit of liability is defence cost inclusive.

#### **Property in your physical and legal control**

We will cover your liability for damage (subject to the Special Conditions for Section 3) to:

- 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 Insurance Certificate;
- 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 Insurance Certificate;
- 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 Insurance Certificate.;

- 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 Insurance Certificate.

#### **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.

### Special Conditions for Section 3

#### **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.

### **Specific Exclusions for Section 3**

We do not cover liability in respect of:

#### **Aircraft and watercraft**

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

- any aircraft;
- 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.

#### **Animal feed**

Claims arising directly or indirectly out of the manufacture or processing of animal or stock feed.

#### **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.

#### **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 products or services;
- resulting from failure of your products or services to conform with advertising performance, quality, fitness or durability;
- incurred by you if your principal occupation or business is advertising, broadcasting, publishing or telecasting.

**Molestation**

The molestation of or interference with a minor or minors by:

- you or any person comprising you;
- any of your employees;
- 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.

**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**

Any obligation assumed by you under any agreement except to the extent that:

- the liability would have been implied by law;
- the liability arises from a provision in a contract for lease of real or personal property other than a provision which obliges you to effect insurance or provide indemnity in respect of the subject matter of that contract;
- the liability is assumed by you under a warranty of fitness or quality as regards to your products;
- liability is assumed under an incidental contract;
- the obligation is assumed under those agreements shown on your Insurance Certificate.

**Defect in design**

Any defective design or error in specification or formula in any of your products caused by or arising out of you creating or formulating a design or specification as part of your business activities in the architectural, engineering, scientific, chemical, actuarial, statistical, economic, financial, or medical professions. Provided that this exclusion will not apply to any formulation of a design or specification in regard to any products, for which you have not charged a fee for that formulation of design or specification.

**Electromagnetic fields**

Arising directly or indirectly from or caused by or contributed to by exposure to and/or the presence of any electromagnetic field (EMF) or any electromagnetic radiation (EMR) or any derivation or variation thereof.

**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).

**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 Insurance Certificate, 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 A S 1674.1 -1990 (Safety in welding and allied processes).

## General Exclusions – Applicable to all Sections

We will not pay for loss, damage or liability:

- of any nature directly or indirectly caused by, resulting from, or in connection with, any of the following regardless of any other contributing cause or event:
  - ❖ war, invasion, acts of foreign enemies, hostilities or warlike operations whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - ❖ any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism; or
  - ❖ radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material;
- occasioned by lawful seizure or other operation of the law;
- from an executable program or computer code segment that is self-replicating, requires a host program or executable disc segment in which it can be contained and which destroys or alters the host program or other computer code or data causing undesired program or computer system operation.

## 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.

## Other insurances

At the time you make a claim, you must give us written notice of any other insurance covering the 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.

## Subrogation rights

We have the right to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name any claim for damages, indemnity, contribution or otherwise. We have full discretion in the conduct of any proceedings and in the settlement of any claim. You must give us all such information and assistance as we may reasonably require in defending you or prosecuting in your name.

## Claims – Procedures and Conditions

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:

- report the accident or theft to the police where the accident must be reported by law;
- take all reasonable precautions to prevent further loss, damage, theft or liability;
- as soon as possible after the discovery of the loss, damage or theft, contact us, your broker or representative to provide us with a detailed written and signed claim form with full details of the circumstances surrounding the incident.

You must never, without our consent:

- admit guilt, fault or liability (except to the police);
- offer or negotiate to pay a claim;
- approve any repairs or arrange replacements (other than emergency repairs up to \$1,000 which are necessary to minimise or prevent further loss or damage).

We will also require you to:

- 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 that is the subject of a claim;

- send us any communication you receive relating to the claim (including telling us of pending court proceedings);
- 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.

### Repairs

In the event of a claim under Section 1, you may choose your own repairer, however if we do not believe the repairer's quote to be competitive you must co-operate with us to select a repairer that we both agree on.

When we authorise repairs to your vehicle, we guarantee:

- the workmanship involved in the repair for the period your vehicle remains owned or leased by you; and
- that the structural integrity of your vehicle has been maintained in accordance with manufacturers specifications; and

Parts used in the repair will generally be new original manufacturers parts, however, in certain situations we may use re-usable parts or parts not manufactured by the original manufacturer or their supplier provided that the parts are consistent with the age and condition of your vehicle and comply with the applicable Australian Design Rules.

### Excesses

If you make a claim under this policy you may have to pay an excess and this is the amount you have to pay towards each claim. There are different types of excess which may apply depending on the type of claim or the driver of the vehicle at the time of the claim and these are listed on your Insurance Certificate.

Your excess will be paid by you to us when we request it.

Additional excesses may also apply based on the age and driving experience of the person driving your vehicle at the time of an accident. Details of these additional excesses will be shown on your Insurance Certificate.

### The types of excess payable are:

*Basic excess* – this is the first amount that you must pay on each claim.

*Additional excess* – paid in addition to the basic excess.

The excesses shown below are payable in addition to your basic excess, are cumulative and will be applied on the following basis:

- *Age excess and Inexperienced driver excess* – when your taxi is driven by a person who is under 25 years of age or who is over 25 years of age and has not held an Australian taxi driver's licence continually for the last two years;
- *Delayed claim excess* – this excess will apply when you notify us of a loss or an accident (which may result in a claim) more than 6 months after the date of the loss or accident from which your claim arises. This excess is \$5,000 unless shown otherwise in your Insurance Certificate and is payable in addition to any other applicable excess(es).

### 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.

### Our Contact details

If you or your broker need to contact us, have any questions or would like any further information regarding this insurance, contact us at:

Telephone: 1300 667 178  
 Fax: (07) 3420 8899  
 17 – 19 Mount Gravatt-Capalaba Road,  
 Upper Mt Gravatt QLD 4122