



Rail and Mobile Machinery Insurance

Policy Wording

Version Number 011005

providing first class insurance solutions ...

SRS Underwriting Agency Pty Ltd

AFSL 290518
ABN 89 113 929 516

Brisbane: Level 6, 200 Mary Street
Brisbane Qld 4000

GPO Box 1635
Brisbane Qld 4001

Phone: +61 7 3002 3000
Fax: +61 7 3002 3077

Sydney: Level 3, 77 King Street
Sydney NSW 2000

GPO Box 4431
Sydney NSW 2001

Phone: +61 2 9323 5000
Fax: +61 2 9323 5077

Melbourne: Level 10, 520 Collins Street
Melbourne Vic 3000

PO Box 230
Collins Street West Vic 8007

Phone: +61 3 9810 0600
Fax: +61 3 9810 0650

Email: info@srs.com.au

Web: www.srs.com.au

This document contains Our Policy Wording.

How to arrange cover

Liaise with Your Insurance Broker. Complete our application/proposal form and any associated forms. We will advise Your Insurance Broker of Underwriter's terms and whether they are able to provide cover for You. They will advise You on the process to accept Our offer.

Contacting Us

You are represented by an Insurance Broker who deals directly with Us. You should direct all of Your correspondence to Us through this Broker, as they are Your Agent for this insurance. When We are dealing directly with You, for example with a claim, You may contact Us as shown on Our claim form. Information is available to You on Our website www.srs.com.au.

Your Duty of Disclosure.

When We provide Insurance terms for Your Vehicle, whether for a new policy, renewal of a policy or changes to or reinstatement of Your Policy, We rely on the information You provide to Us. You must tell us anything that You know, or should know, that could affect

- Our decision to insure You or Your vehicle,
- the amount of the premium We charge You or
- whether We should impose special conditions to this cover.

You do not need to tell Us about anything which:

- Reduces the likelihood of a claim
- Is of common knowledge
- We know, or as an Insurer should know
- We indicate that We do not want to know

If You are unsure, it is better to tell Us. If You do not tell Us something which You know or should know is relevant, We might reduce Your claim, refuse to pay a claim, cancel Your Policy or, if for example fraud is involved, We can treat the Policy as if it had never existed.

Privacy

We handle Your personal information with care. We collect this information about You so that We can provide You with insurance products and a claims service. We only provide Your personal information to other Insurers, an Insurance Reference service, Assessors or as required or permitted by law. Should a claim arise, We may provide information to and or collect further information about You from legal advisers or investigators. You may elect not to supply Us with Personal Information, however We may then not be able to process Your requests. You can access or update this information by contacting Us.

If You have a dispute

If You are in dispute, with a decision We make, a claim settlement, Our service, or the service of others We appoint to discuss insurance matters with You, We have an Internal Dispute resolution process to assist You. Contact Our office and ask for the Internal Dispute Resolution Officer. They will advise You on the procedure for You to follow to tell Us about the dispute. They have the appropriate authority of management to discuss Your concerns and provide assistance to You.

If You are not satisfied with Our response, and wish to proceed with Your dispute or complaint, You may contact ;

Lloyd's Australia Ltd
Suite 2, Level 21
Angel Place
123 Pitt Street
Sydney NSW 2000

Telephone: 02 9223 1433
Facsimile: 02 9223 1466

Lloyd's Australia Ltd offer a no cost to You service and are totally independent and impartial. They will advise You on how to proceed with them in this matter. If they are unable to assist You, they will promptly advise You of any external body You may contact to assist You with this matter.

SRS Underwriting Agency is a trading entity of SRS Underwriting Agency Pty Ltd. This Agency is authorised by Certain Underwriters at Lloyd's and Employers Reinsurance Corporation to represent them as the Insurer as shown on the Schedule for the cover available under this Policy. Certain Underwriters at Lloyd's of London are the insurer for the Section 1 cover. Employers Reinsurance Corporation are the insurer for any excess Section 1 layer of cover.

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Definitions

You need to understand what we mean by certain terms used in Your Policy:

Accidental loss or damage

Loss or damage, from other than fire, theft, hail, flood, earthquake or malicious damage, which is unexpected and unintended.

Aggregate deductible (refer 4.1)

Is the total amount which You pay, instead of us, for the cumulative net cost of claims, until the value of the amount of the Aggregate deductible in the Policy Schedule is reached.

Dangerous Goods

Any goods so defined in the Australian Code for the Transport of Dangerous Goods by Road or Rail.

Driver's Licence

A statutory issued current and valid licence, permit or accreditation by statutory transport legislation or regulations to drive a particular type of vehicle at a particular time and within a particular geographical area.

Excess

Is the first amount, which You pay when You claim, for loss or damage which is covered by Your Policy. The Excess is applied each time You make a claim and applies to each and every Vehicle of each claim.

Freight task

The carry of the types of freight advised to and accepted by Us

Market Value

The value We determine as being the reasonable amount of money it would cost to buy or sell a Vehicle of the same make, model and condition that Your Vehicle was in at the date of its loss or damage.

Operating radius

The maximum radial distance from Your base, as specified in the Policy Schedule

Period of Insurance

The period of time during which We provide cover under this Policy. It is set out in Your Policy Schedule.

Policy

The policy of insurance which includes this Policy Wording, Policy Schedule, Proposal, other documentation or written advice We relied on or which has provided by or to You in determining the cost, scope of cover, terms, Conditions, wording, benefits, Excesses, limits, driver approval status, restrictions, Exclusions and Endorsements which apply.

Where there is a difference between Broker closing advice and the most recent information supplied to, agreed with and quoted by SRS, which formed the basis of the Policy, then the Policy shall prevail.

Policy Schedule

The Schedule and Certificate of Insurance and attachments to them, which are most relevant to the cover provided, at the time of a loss, and which were issued to You by Us.

Proposal

The form, completed by You, in application for insurance, which We use with other information to determine whether to provide You with a Policy, and if so, its terms.

Singular and Plural

The singular includes the plural and the plural includes the singular, except if the context requires otherwise.

Sum Insured

The Sum(s) Insured or limits of liability specified in Your Policy.

Total Loss

A Vehicle is regarded as being a Total Loss when it is stolen and not recovered within sixty days, or it is damaged or destroyed and We consider the cost of repairing Your Vehicle is greater than the Sum Insured or Market Value, whichever is the lesser, less the Excess and salvage value of the damaged Vehicle.

Vehicle

The motor vehicle, mobile machine, plant, equipment, trailer as described in Your Policy Schedule and it includes any:

- Manufacturer's standard tools, accessories and equipment fitted to the Vehicle when made; and
- Any other tools, accessories or equipment specified in Your Policy Schedule.

We/Our/Ours/Us

Insurers and / or Underwriters as shown in the Policy Schedule.

You/Your/Yours

The insured person(s) or business named in Your Policy Schedule or other persons specifically covered by Your Policy.

Important Matters

Our Agreement

After You have paid or agreed to pay the premium, including Endorsement premiums, We will insure You against loss, damage or costs as provided by Your Policy from an event which occurs during the Period of Insurance.

If premium due to Us is not paid to Us by the due date for payment, the cover to be provided by that premium payment lapses on the corresponding due date and Underwriters will require their time on risk premium plus any penalty charges agreed to at the time the cover was arranged. The Policy sets out Our Agreement.

Goods and Services Tax (GST)

The amount payable by You for this Policy includes an amount for GST.

When We pay a claim, Your GST status will determine the amount We pay.

If You are

- Not registered for GST, the amount We pay is the Sum Insured or the other Policy limits being inclusive of GST
- Registered for GST, the amount We pay is the Sum Insured or the other Policy Limits plus an amount for GST where it involves an acquisition. We reduce the GST amount We pay by the Input Tax Credit (ITC) to which You are entitled or would be entitled if You made a relevant acquisition. This ITC may be claimable within Your BAS.

You must advise US of Your ABN Number and Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of a claim is less than the Sum Insured or the other Policy limits, We will only pay the GST (less Your ITC credit) applicable to settlement.

This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim. We will pay the claim by reference to the GST exclusive amount of any supply made by any business of Yours which is relevant to the claim.

GST, ITC, Business Activity Statement (BAS) and Acquisition have the same meaning as given to those words.

in a New Tax System (Goods and Services Tax) Act 1999 and related legislation and amendments.

Taxable Percentage is Your entitlement to an Input Tax Credit on Your amount payable as a percentage of the total GST on that amount.

Cancellation by You

You may cancel Your Policy at any time by giving Us a written notice signed by You. Policy cancellation is effective from the date and time nominated by You or 4pm on the day on which Your cancellation notice has been received by Us, whichever is the later.

Cancellation by Us

We may cancel Your Policy only when the law allows Us to do so. We will do this by giving You a written notice.

Refund of Premium after Cancellation

After cancellation We will be entitled to retain the premium for the period during which this Policy has been in force and You shall be entitled to a refund of the unexpired premium, and When this Policy is cancelled by You, We shall retain 20% plus charges of the unexpired premium as an Underwriter cancellation fee.

Notice of Alteration of Risk

You agree to give written notice to Us, as soon as is reasonably practicable of any fact or event which materially affects the risk insured by Your Policy.

We have agreed the Policy, which has been provided to You, based on information supplied to Us. If there is an alteration to material facts or an event which would effect or have affected Our decision to agree to this Policy, You agree to tell Us about those alterations or events and We reserve Our rights to vary the Policy We provided.

Typically We would like to know about

- changes to, the Freight task, the Operating radius, the use of the Vehicles or
- factors which may increase the risk of drivers being involved in an accident
- deterioration in business viability of this business or other business interests of persons or companies comprising You/Your/Yours
- reporting of new claims or increases in the cost of claims in a prior Period of Insurance, reported to the prior insurer in this current Period of Insurance, when SRS represent the Insurer during this current Period of Insurance
- other matters to comply with Your Duty of Disclosure
- or other matters which have the potential to effect Our decision to provide this Policy or which would have influenced Our decision to provide a Policy or a different Policy or the premium, Excess, terms, Conditions or Exclusions of this Policy.

Inspection

Our representatives and agents shall at all reasonable times have the right to inspect and examine any Vehicle insured under Your Policy.

Other Interests and Joint Insureds

Your Policy only protects Your interests and such other interests including financiers, owners, lessors, notified to and accepted by Us at the time Your Policy Schedule is issued by Us or thereafter by Us in writing. No interest in Your Policy may be transferred without Our written consent and all persons entitled to benefit under Your Policy shall be bound by the terms and conditions of the Policy and Our rights at law. A claim lodged by any one of the persons named as the Insured in Your Policy is considered to be a claim by all of You.

Precautions

At Your own expense You shall take all reasonable precautions and use all due diligence to prevent or minimize bodily injury and loss of or damage to Vehicles and shall take all reasonable measures to maintain all Vehicles and equipment, including protective

or security devices, in sound efficient working condition and comply with all Statutory obligations and By-Laws or Regulations imposed by any Public Authority for the safety of persons or property.

Your Claim Responsibilities (refer 4.5)

You, or anyone on Your behalf must:

- not make any admission, offer, promise, payment or indemnity, which would prejudice Our rights at law, without Our written agreement to do that, and
- use due diligence in doing everything reasonably possible to avoid or diminish any loss, damage or liability, and
- use Your best endeavours to preserve anything which might prove useful by way of evidence in connection with any claim, and
- not carry out any repairs or alterations, other than those of a necessary and temporary nature, without Our written consent, and
- take back the property stolen when it is recovered prior to Us paying You for the theft, if We ask You to. Under these circumstances We will pay Our liability for any loss or damage caused as a result of the theft, and
- in the event of loss from theft or malicious damage, notify the police immediately and provide to them all assistance to apprehend the offending party, and
- give us notice in writing as soon as possible of every occurrence, claim, writ, summons, proceedings, intended prosecution and inquest, together with all information in relation to them in respect of which liability under Your Policy may arise, and
- give to Us all information and assistance We require in the prosecution, defence or settlement of any claim, and
- not make any fraudulent claim or with Your wilful act, connivance or consent contribute to any loss, damage or liability covered under Your Policy, and
- notify us of any other insurance that also provides cover for any claim or part thereof under Your Policy.

Our Claim Rights and Responsibilities

- If You have agreed not to seek compensation from another person who is liable to compensate You for any loss, damage or liability which is covered by this Policy, We will not cover You under this Policy for that loss, damage or liability.
- We may at Our option take over and conduct in Your name, the defence, settlement or management of any repair.
- We may at Our option at any time pay to You, in respect of a claim the Sum Insured, Market value or any other amount which is the limit of Our liability.
- Upon such payment We shall relinquish conduct or control of and be under no further liability under Your Policy in connection with such claim or claims except for costs, charges and expenses in respect of the period prior to the date of such payment covered by Your Policy (whether or not pursuant to an order made subsequently) or incurred by Us with Our written consent prior to the date of such payment.
- If We agree to pay any claim under Your Policy, then regardless of whether or not actual payment has been made, We shall immediately be subrogated to any rights contractual or otherwise which You may have in connection with that claim.
- We will tell You, when, how and to whom the Excess should be paid.
- We will deduct any unpaid Excesses payable before paying any claim amount.

Section 1. Policy Benefits - Your Vehicle

1.1 Loss or Damage

If during the Period of Insurance Your Vehicle incurs loss or damage due to;

- Accidental causes, or fire, hail, flood, storm or earthquake or
- theft or attempted theft or
- malicious damage;

We will at Our option:

- Pay the amount of Our liability for the reasonable cost of repairing or replacing Your Vehicle or
- Repair or replace Your Vehicle.

With either option Our liability will not exceed the lesser of the Sum Insured, Market Value or the amount We calculate after the application of Co-insurance of Your Vehicle(s), less any applicable deductions.

If any new or secondhand part or accessory necessary for repair of Your Vehicle is not available in Australia at the time of repair, We will pay, at Our option, up to the latest listed Australian price of the manufacturer or distributor for that part or accessory.

The most We will pay in aggregate under Section 1 for the total of any number of losses arising out of the one event is \$5,000,000.

All loss or damage to Your Vehicle(s) which occurs during a period of 72 consecutive hours caused by:

- earthquake, earth-tremor, seaquake, tidal wave or any other loss from seismic activity insured under this policy
- volcanic eruption
- hurricane, cyclone, typhoon, tornado, windstorm, wind driven water or other peril insured under this policy
- flood

shall be deemed a single loss occurrence for the purposes of this insurance.

Any such event which continues for a period exceeding 72 consecutive hours shall be deemed two or more events.

You may choose the date and time when each loss period of 72 hours shall commence provided that:

- this is not earlier than the first recorded loss sustained by You,
- the date of commencement falls within the Period of Insurance,
- no two or more periods of 72 hours shall overlap.

1.2 Additional Benefits

The following benefits are:

- In addition to the Sum Insured and
- Available in addition to a claim included under Section 1.1 provided the amount payable under that Section at least exceeds the relevant Excess which applies.

1.2.1 Towing Costs

If Your Vehicle cannot function as a result of an event giving rise to a claim included under Section 1.1, We will pay the reasonable cost of removing it to the nearest repairer or place of safety, or to any other place approved by Us. The most We will pay under this benefit is \$10,000

1.2.2 Removal of Debris

Where as a result of an event giving rise to a claim included under Section 1.1 debris forming part of Your Vehicle needs to be removed from the accident scene, We will pay the lesser of \$40,000, the amount shown in the Policy Schedule or 10% of the amount of our liability under Section 1.1, whichever is the lesser, provided that You notify Us of these costs as soon as You become aware of these costs and in any case for such costs notified to Us within 12 months from the date of the event damaging Your Vehicle and resulting in the debris.

1.2.3 Marine Average

If Your Vehicle is being transported by sea between places within Australia during the Period of Insurance, We will pay Your contribution for general average and salvage charges where such maritime conditions apply, whether or not Your Vehicle suffers loss or damage under Section 1.1.

Section 2. Third Party Cover

2.1 Legal Liability – not available

2.2 Third Party Death or Bodily Injury Supplementary Cover – not available

Section 3. Exclusions

These Exclusions apply to Your Policy. We will not pay for any loss, damage or liability, if:

3.1 Approved Fuel Systems

Your Vehicle is fitted with a fuel system that does not comply with the relevant Australian Standard and the loss arises directly or indirectly from or is caused by such fuel system

3.2 Australia

Your Vehicle is outside Australia, except when Your Vehicle is in transit by sea or air between places within Australia.

3.3 Dangerous Goods

You have not complied with the requirements and procedures of the Australian Code for the Transport of Dangerous Goods by Road or Rail including any other Statute relating to or in respect of the transportation, storage, compatibility, labeling, or packaging of Dangerous Goods or any other relevant legislative or regulatory requirements.

3.4 Driving Under the Influence of Drugs/Alcohol (refer 3.14)

The event causing an accident, loss or liability occurred while Your Vehicle was being operated by any person impaired by, or under the influence of any drug or alcohol, or by any person with a percentage of drug or alcohol in their breath or blood in excess of that permitted by law or regulation. However, if You can prove that You could not reasonably have known that the operator of Your Vehicle being a person other than You was so affected, We will indemnify You but not the operator of Your Vehicle.

3.5 Experiments

Your Vehicle was used in connection with an experiment, test, trial or demonstration.

3.6 Illegal Purpose

Your Vehicle was used for any illegal purpose or used illegally with Your knowledge or consent.

3.7 Motor Sports Events

Your Vehicle was being used in connection with a race, trial, contest or sports event.

3.8 Operating Radius, Geographical Area, or Freight Task

Your Vehicle is being used on a journey where any part of that journey is outside the Operating radius, Geographical area or Freight task, unless We are notified of the proposed journey or change of Freight task prior to commencement and We have agreed in writing to this change and You have agreed to any additional premium, Excess, terms or condition that We may require.

3.9 Other Agreements

Liability is accepted by You because You have entered into any agreement without our written permission, unless Your entering into that agreement did not prejudice Our rights

3.10 Overloaded, Excess Mass or Over-dimensional Vehicle

The loss or damage occurred while Your Vehicle was lifting, carrying, towing a load or used in a combination in excess of that for which Your Vehicle was designed, or which is unlawful at the situation where the accident occurred or

The loss or damage occurred while Your Vehicle was lifting, carrying or towing a load of greater weight or dimension than that permitted by law or regulation, or

You do not have the correct permits for Your excess mass, or over-dimensional Vehicle freight or You do not comply with the requirements of Your permit

3.11 Police Evasion

Your Vehicle is being driven so as to evade Police apprehension.

3.12 Seizure of Vehicle

Your legal interest in Your Vehicle ceases, or Your Vehicle is seized or taken possession of by any person lawfully entitled to do so or by operation of law.

3.13 Stock in Trade

Your Vehicle was in the possession of another person for the purposes of sale.

3.14 Submitting to Test (refer 3.4)

Following an event causing an accident, loss or liability the operator of Your Vehicle refused to submit to any of the necessary tests to determine the percentage of drug or alcohol in the breath, blood or urine. However, if You can prove that You could not reasonably have known that the operator of Your Vehicle being a person other than You was so affected, We will indemnify You but not the operator of Your Vehicle

3.15 Theft

Your Vehicle is stolen by a person comprising the Insured, or a person to whom the Vehicle is security on a loan or to whom hired or leased or who has a financial interest over the Vehicle or where the theft relates to a debt, such as contractual payments or wages and the like, owed or allegedly owed to them.

You have any accessory or part stolen unless lost as a result of the theft due to forcible and violent entry or action to remove the accessory.

3.16 Tests

The loss, damage or liability occurred while Your Vehicle was being tested, other than in connection with service or repair by a person who is qualified to carry out the service or repair or who is acting under the supervision of such a person.

3.17 Unidentified Incident

You cannot reasonably identify the date, time and nature of the incident which resulted in the loss or damage.

3.18 Unlicensed Drivers

Your Vehicle is operated by You or by any person with Your consent who does not hold a current and valid Driver's Licence under all relevant laws, by-laws and regulations to operate such a Vehicle

3.19 Un-roadworthy Vehicles

Your Vehicle was operated while in an unroadworthy or unsafe condition which would be normally and reasonably detected by You and this condition contributed to the event giving rise to the loss, damage or liability.

3.20 War Risks

Loss, damage or liability is directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Furthermore We will not pay for:

3.21 Concrete, bitumen, other substances

Loss or damage to any agitator, barrel, bowl, tank, container, pump, hoses or fittings caused by the hardening or setting of concrete, bitumen, cement or any other substance, unless the emptying of these items becomes impossible or impractical following an accident involving Your Vehicle and the loss or damage to Your Vehicle is covered by Your Policy.

3.22 Cutting Tools

Loss of or damage to a drill bit, drill rod, auger or blades attached to Your Vehicle while being used for the purposes for which they were designed.

3.23 Due Observance

Loss, damage or liability if You fail to comply with any provision of Your Policy. We may refuse to pay a claim, but in any event Our rights will be subject to the law.

3.24 Fines, Penalties, Punitive Damages

Any fines, penalties, or aggravated, exemplary or punitive damages.

3.25 Intentional Damage

Loss or damage intentionally caused by You, or any other person acting with Your express or implied consent.

3.26 Loss of Use

We will not pay for any type of loss incurred because Your Vehicle could not or cannot be used or its performance is below expectations or a usual level of performance.

3.27 Mechanical, Structural, Electrical, Electronic Equipment or Computer Failure

Mechanical, structural, electrical, electronic equipment or computer failures, malfunctions or non-performance.

3.28 No more than the Maximum Sum Insured

In respect of any number of claims in total arising out of any one event, any more than, the Sum Insured stated in Your Policy Schedule or any amounts otherwise specified in Your Policy.

3.29 Nuclear waste/Nuclear material/Radioactive substance/Explosives

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss attributable to Nuclear waste, Nuclear material, Radioactive substance or Explosives.
- (b) any legal liability of whatsoever nature. directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3.30 Pre-existing Damage

The costs of repairing pre-existing damage, or the costs of fixing faulty repairs.

3.31 Prime Mover with two or more trailers

Loss, damage or liability arising out of the use of a prime mover with two or more trailers attached.

3.32 Property in Your Custody

Loss of use of or arising out of, from or for loss or damage to property, other than property listed in the Policy Schedule, belonging to or in the care, custody or control of You.

3.33 Property Carried for Reward

Loss, damage or liability arising directly or indirectly out of or to any property being carried for reward.

3.34 Rail Tracks, Beds or Bridges

Loss or damage to rail tracks, rail beds or rail bridges.

3.35 Signals and Control Equipment

Loss or damage to signaling and control equipment.

3.36 Safeguard of Vehicle

Further loss or damage to a Vehicle, unless reasonable steps were taken to protect or safeguard this Vehicle following the initial event.

3.37 Terrorism

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 other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

We also exclude loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

Should any portion of this exclusion be found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3.38 Trailers

Damage or liability caused by or attributed to more than the legally permitted number of trailers or carriages attached to Your Vehicle.

3.39 Tyres, Wheels or Wheel Rims

Damage to tyres, wheels or wheel rims caused by the application of brakes, punctures, cuts or bursts or shredding of tread or damage to tracks made from rubber, metal or similar material.

3.40 Voluntary Loss

You voluntarily or otherwise parting with the title to, or possession of Your Vehicle, whether or not induced to do so by a fraudulent scheme, trick, device or false pretence.

3.41 Water Damage

Any loss or damage to Your Vehicle, caused by water in a known

- Watercourse, Floodway, or
- In these or other areas where tidal movement of water occurs

When

- You or the driver drive Your Vehicle into one of these areas, and
- Your Vehicle becomes stranded, and
- such an event could have been foreseen

3.42 Wear and Tear

Loss or damage attributable to vermin, insects, inherent vice, latent defect, wear, tear, gradual deterioration, developing flaws, contamination, rust, oxidation, corrosion, depreciation, mould or rot.

Section 4. Conditions

These Conditions apply to the Policy

4.1 Aggregate Deductible

An Aggregate deductible amount applies to Your Policy when this item is shown on Your Policy Schedule. Losses under Section 1, are offset against the amount of Your Aggregate deductible.

The Aggregate deductible amount at the commencement of the Period of Insurance is the minimum value of the Aggregate deductible for the whole of this period. The value of this deductible as applying at a particular time may change for a subsequent particular time as other Vehicles are added to or deleted from Your Policy.

We determine the offset amounts as follows;

For each loss as covered by Your Policy, We determine the usual amount of Policy liability. You pay these amounts until the value of the Aggregate deductible amount applying at the time of the loss is reached.

With each event,

- You advise Us of the details of the loss (refer Your Claim responsibilities page 7)
- We appoint an Assessor /Investigator to verify the cost and circumstances of the loss and
- We determine the nett cost of the loss from the event as to which the Policy would otherwise respond
- We pay the cost of fees for the Assessor /Investigator
- We advise You of the nett cost of the loss

- The nett cost of the loss, is the amount which We offset against the amount of Your Aggregate deductible
- You pay or absorb the full amount of the loss / repairs
- Subsequent losses are similarly offset against this Aggregate deductible until the amount of the Aggregate deductible is reached
- We pay any claim liability beyond this Aggregate deductible amount.

4.2 Coinsurance

If the Sum Insured for a Vehicle is less than eighty five percent (85%) of the Market Value at the time of an event causing loss or damage then the amount We pay of any claim for loss or damage to the Vehicle will be reduced. The amount We pay will be the repair cost, multiplied by the Sum Insured amount, divided by eighty five percent (85%) of the Market Value amount then less the Excess which apply. When Your Vehicle is a Total Loss and the Sum Insured is less than 85% of the Market Value, We pay the Sum Insured less the Excess amounts. If the repair cost is less than 5% of the Vehicle's Sum Insured, We do not apply Coinsurance.

4.3 Authorising Repairs

You or Your repairer must obtain Our written agreement to commence repairs before We will accept responsibility for their cost. You agree to make Your Vehicle available for inspection by Us at a time convenient to Us.

4.4 Excess

Your are required to contribute an Excess towards each claim made under Your Policy.

Standard Excess

Is the amount, which applies to each item or Vehicle as shown in the Policy Schedule.

Tipping Hoist Excess

You will have to contribute an additional Excess to the amount of any claim under this Policy if Your Vehicle is a rigid or an articulated Vehicle combination and at the time of an accident the tipping hoist is either partially or fully in use. Under these circumstances the Excess which otherwise applies, including any Standard or Imposed Excess, will be doubled.

Imposed Excess

Is an additional imposed Excess which may be applied to a Vehicle /s for a specific driver of Your Vehicle /s and or to specific Vehicles at the time of an accident and this is in addition to any other Excess.

All Excesses shall cumulatively apply to each damaged Vehicle.

Excesses which apply are shown in Your Policy Schedule, on Endorsements which apply to Your Policy or elsewhere in this Policy wording. The Excess is to be paid as directed by Us.

4.5 Making a Claim (refer page 7)

In the event of a claim You must without delay:

- Notify Us of circumstances likely to result in a claim and
- Complete and lodge Your claim form with Us and
- Forward to Us any letters, notices or court documents received in connection with a claim or any potential claim and
- Follow Our instructions in the repair and settlement of a claim.

4.6 Repairer

You may appoint a repairer of Your choice, but We reserve the right to invite, accept, adjust or decline estimates or to arrange for another repairer to quote and repair the loss or damage to Your Vehicle.

Repairs must not commence until We have inspected the Vehicle.

We reserve the right to seek additional quotations prior to repairs being effected.

4.7 Salvage

In the event of a Total Loss of Your Vehicle the salvage at Our option becomes Our property, alternatively at Our option We may deduct the value of the salvage from any claim settlement. If We elect not to take possession of Your Vehicle, You cannot abandon Your responsibilities for it.

4.8 Theft or Malicious Damage

You must notify the police as soon as possible after You become aware of the theft of or from or malicious damage to Your Vehicle. We will require details of the name of the Police Officer, Police Station and event number they give to this notification.

4.9 Total Loss

In the event of a Total Loss of any item or Vehicle listed on the Policy Schedule the remaining premium for that item or Vehicle shall be retained by Us without any refund to You and the item removed from the Policy Schedule.

Section 5. Endorsements

Your Policy Schedule, Renewal Certificate or Endorsement Memorandum will list any Endorsements applicable to Your Policy.



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Commercial motor vehicles
across a diverse range of businesses
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These include

- Commercial Trucking including the Forestry Industry and Produce Markets
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- Mining Equipment
- Commercial Vehicle Fleets
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- Public Transport Vehicles - Trams, Light Rail Systems, Taxis and Limousine Fleets

Strong links with Lloyd's of London and Employers Reinsurance Corporation boost our capacity to underwrite standard, non-standard and specialty commercial insurance. Both organisations are fully authorised by the Australian Prudential Regulatory Authority with Lloyd's of London holding a Standard and Poor's ratings of A (strong).

Contact Us on

Phone: 07 3002 3000
Fax: 07 3002 3077
Email: info@srs.com.au
Website: www.srs.com.au

Ratings depicted above are correct at date of policy print.