



TIAIB TAXI MOTOR VEHICLE INSURANCE POLICY PRODUCT DISCLOSURE STATEMENT AND INSURANCE POLICY

Date: 20/05/2021



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PRODUCT DISCLOSURE STATEMENT (PDS)

This PDS and Insurance Policy is dated 20/05/2021

The Purpose of this PDS

This Product Disclosure Statement (PDS) contains important information as required under the Corporations Act 2001 (Cth) and has been prepared to assist You to:

- Decide whether this product will meet Your needs; and
- Compare this product with any other products You may be considering.

This PDS sets out significant benefits and risks of the Policy. It is designed to help You decide if the cover is right for You. Any advice is general and does not take into account Your individual needs and circumstances. For full details of the benefits, limitations, Exclusions, terms and Conditions You should read the policy document carefully.

Important Information about this PDS and Insurance Policy

This document is a PDS and Your Insurance Policy.

You should read the PDS, Insurance Policy and Schedule to obtain a complete description of all the benefits, terms, Conditions and Exclusions relating to the cover offered under this insurance. Please read these documents carefully and ensure that You keep them in a safe place for future reference. For the TIAIB Discretionary Trust Arrangement you should read the separate PDS distributed by JLT Risk Solutions Pty Ltd.

In this PDS:

- “We”, “Our”, “Us” or “Insurer” means QBE Insurance (Australia) Limited
- “You”, “Your” means the “Insured” named in the policy Schedule.

Marsh Advantage Insurance

Marsh Advantage Insurance Pty Ltd (ABN 31 081 358 303), Australian Financial Services Licence (AFSL) No 238369 (Marsh Advantage Insurance) arranges the general insurance component of the TIAIB scheme (i.e. not the Discretionary Trust Arrangement) and may be providing general insurance financial services on your behalf. Marsh Advantage Insurance is a subsidiary of Marsh Inc. Marsh Inc. is a world leader in delivering risk and insurance services and solutions to clients.

Global risk management consulting, insurance broking and insurance program management services are provided for businesses, professional services organisations and private clients under the Marsh Advantage Insurance name.

Marsh Advantage Insurance’s ultimate parent is Marsh McLennan, which is a public company listed on the New York, Chicago and London stock exchanges.

About Victor Insurance

Victor Insurance Pty Ltd (Victor Insurance) is an underwriting agency and acts on behalf of the Insurer, QBE Insurance (Australia) Limited (ABN 78 003 191 035 AFSL No 239545). Victor Insurance is an Authorised Representative (No. 403803) of Marsh Pty Ltd (ABN 86 004 651 512 AFSL No 238983) (Marsh). Victor Insurance is a subsidiary of Marsh, which is a business of Marsh McLennan.

Victor Insurance can be contacted at:

Phone – (02) 8864 7688

Address – One International Towers, 100 Barangaroo Avenue, Sydney NSW 2000

Post – PO Box H176, Australia Square NSW 1215

The Insurer

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the largest insurers and reinsurers in the world.

Cooling – Off Period

We will refund all Premium for cover under the insurance policy if You request cancellation of the insurance policy within 14 days of its commencement. To do this You must advise Us in writing. You will not receive a refund if the policy has already expired or if You have made a claim under the insurance policy during the cooling-off period.

The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The Code aims 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
- promote continuous improvement of the general insurance industry through education and training.

You can access the Code at www.codeofpractice.com.au

Privacy

Victor Insurance and QBE each have a privacy policy which sets out personal information they collect and how they collect, disclosure, store and use it.

Victor Insurance

Victor Insurance is committed to the protection of your privacy and is bound by the Australian Privacy Principles (APPs) for the handling of your information. Full details of how, when and from where we collect, hold, use and disclose personal information is available in our Privacy Policy by accessing our website (<https://www.victorinsurance.com.au/privacy-policy>) or by obtaining a copy from our Privacy Officer (One International Towers, 100 Barangaroo Ave, Sydney, NSW, 2000, or on telephone number (02) 8864 7688 or email: privacy.australia@marsh.com.au). If you have any questions or comments in relation to Privacy including how we deal with any privacy complaints or you wish to access your personal information or update it please contact our Privacy Officer.

When you give us personal or sensitive information about other individuals, we rely on you to have made or make them aware that you will or may provide that information to us, the purposes we may

use it for, the types of third parties that we disclose it to and how they can access it. If it is sensitive information, we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.

QBE Australia

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which include issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

How to apply for this insurance

When You apply for insurance You will need to give Us information about You and Your circumstances.

The information We need will be contained in the application form that has been given to You.

If Your application is accepted, and when payment has been received, You will be issued with a certificate of insurance and policy Schedule confirming the cover that is in place.

Cover We can offer

When You apply for this insurance, You will need to provide relevant information. We will use the information supplied by You to decide the terms of cover We will provide. We provide cover to You on the terms contained in the application, the Policy wording and any other document, including the most recent Schedule that is issued to You.

The Schedule will contain important information relevant to Your insurance including the Period of Insurance, the type of cover You have selected, Your Premium, the limits (if optional) that You want for particular covers, and whether any standard terms need to be varied by way of endorsement.

All of these make up Your "Policy".

Costs

The Premium payable by You will be shown on the Schedule. It takes into consideration a number of factors including but not limited to the level of cover chosen and any previous insurance history.

Taxation

Premiums are subject to Commonwealth and State taxes and/or charges where applicable. They can include Goods and Services Tax, Stamp Duty, and any other charges that We advise You. We will tell You when they apply.

How to make a claim

Please contact Echelon Claims Services to make a Claim. We will only accept responsibility for repairs or payments to third parties under a Claim where You have advised Us beforehand and We have

accepted Your Claim. Full details of what You must do for Us to consider Your Claim are provided in the 'Accident and Claims Procedure' on page 21 of this Policy.

In the event of a Claim, please contact:

Echelon Claims Services
Echelon Australia Pty Ltd
GPO Box 1693
Adelaide SA 5001
Phone: 1800 640 009
Fax: (08) 8235 6450
Email: ecssa@echelonaustralia.com.au

Echelon Australia Pty Ltd (ABN 96 085 720 056) is an authorised representative of JLT Risk Solutions Pty Ltd (AR No. 000411224) and is a business of Marsh McLennan.

Excess(es)

An Excess may apply if You make a claim under this policy. An Excess is an amount You have to pay towards a claim. Excess(es) are listed in Your Policy Schedule and/or Policy wording.

Different Excesses apply in different circumstances. For example, an Excess may increase due to the age of the driver or due to late notification of a claim. Full details are contained in your Insurance Policy.

Significant benefits and features

The following is a summary only of the cover available and does not form part of the terms of Your insurance. We give examples of some of the significant benefits and risks but You need to read the Policy part of this document which sets out the terms and Conditions of this insurance, to make sure it meets Your needs.

The TIAIB Taxi Motor Vehicle Insurance Policy (the policy) is designed for taxi business operators with one or more taxis. The policy has four levels of cover that can be customised to meet Your business requirements. These options are:

Own Damage and Third Party Property Damage (Comprehensive cover)

Section 1 and 2 together provide cover for:

- certain loss or Damage to Your Taxi; and
- liability cover for certain loss or Damage that You or certain other people cause to third party vehicles and property.

Third Party Property Damage, Total Loss and Perils

This Optional Limitation of Cover under Section 1, provides cover for:

- Total Loss of Your Taxi; and
- a specified Peril; and
- Accessories

NOTE: The Optional Limitation of Cover b) above excludes Total Loss arising out of or in connection with fire damage or attempted fire damage to Your Taxi.

Third Party Property Damage Only

Section 2 provides cover for certain loss or Damage that You or certain other people cause to third party vehicles and property.

Summary of Benefits of cover available

Section 1 – Own Damage	
Emergency mitigation costs	Towing Your Taxi to the nearest place of safety in the event of an emergency (Additional cover a)
Delivery expenses	Reasonable cost of returning Your Taxi following theft (Additional cover b)
Accessories	Replacement, repair and/or removal and re-installation costs of equipment (Accessories)
Extensions of Cover – Section 1	
New taxi replacement	In certain circumstances if You purchased Your Taxi brand new and You suffer a Total Loss within the first year, We may replace Your Taxi with the same make, model or series
Locks / keys	Reimburse costs for locks / keys up to a maximum \$5,000 per Accident, with no Excess if no other loss or Damage
Funeral expenses	Funeral expenses of up to a maximum of \$5,000 following an Accident
Optional Limitation of Cover – Section 1 (Including Section 2 Cover)	
Total Loss and Perils including Third Party Liability	Total Loss, loss from specified Perils for own Damage to Your Taxi only (excludes Total Loss arising from fire or attempted fire) and Cover for Third Party Property Damage (as outlined in Section 2)
Optional Extensions of Cover – Section 1	
Total Loss of encumbered taxi	Up to an additional 10% limit of Your Taxi value, less applicable depreciation
Loss of use (Demurrage)	Hire of a substitute vehicle or reimbursement of up to \$250 per day to a maximum of 12 days. An Excess applies in some circumstances
Trade Plate	Cover for unregistered vehicles to which a trade plate is correctly affixed to the vehicle at the time of any theft, attempted theft or accidental loss or damage.
Section 2 – Third Party Liability	
Legal costs	Reasonable legal costs incurred with Our prior written permission, additional to the Limit of Liability
First aid costs	Reasonable expenses incurred by You for first aid costs to others as a result of an Accident
Limit of Liability	Up to \$20,000,000 or the amount otherwise shown in the Schedule

Extensions of Cover – Section 2	
Cover for others	Licensed drivers and passengers are covered in the same manner and to the same extent which We provide cover to You
Supplementary bodily injury cover	Included in the Limit of Liability (excluding Northern Territory registered taxis)
Standby Taxi as substitute taxi	Included in Section 2 – Third Party Liability cover if Your Taxi is out of operation; Conditions apply
Extensions of Cover – Sections 1 and 2	
Replacement Vehicle	If You replace Your Taxi with a Replacement Vehicle, We will cover the Replacement Vehicle up to 14 days, pending receipt of full details

Significant risks/Exclusions to consider

The policy contains a number of Exclusions, some of which are common in insurance policies. These things may affect the amount of the payment that We will make to You if You have a claim.

You should be aware of the following matters in considering whether this product is suitable for Your needs.

For example, We may not pay for loss or Damage arising out of:

- Unlawful acts (including unlicensed drivers);
- Un-roadworthy or unsafe vehicles;
- Vehicles deterioration (rust, corrosion, and general wear and tear); or
- Assault committed by You or at Your direction.

The above are some of the events that are not covered by this policy. Before making a decision about whether to purchase this policy, You should read the full details of all relevant Exclusions, which are contained in the policy wording.

Some may not be relevant to Your business, however You should make yourself aware of all the Exclusions. Please refer to Exclusions application to All Sections, Limitations and Exclusions applicable to Section 1 and Exclusions – Section 2.

Terms and Conditions

Terms and Conditions applicable to All Sections sets out obligations with which You need to comply; such as Accident and Claims procedures which require You to notify Us within 30 days of an Accident under Section 1- Own Damage, otherwise the Excess may be increased or the claim denied.

You should read the policy wording and make yourself aware of all the terms and Conditions that apply. If You do not meet them, We may be able to decline or reduce a claim payment or cancel Your policy.

Your Sum Insured may not be adequate

If You do not choose appropriate amounts that allow for the current value of Your Taxi, or other financial risks that Your policy aims to cover, then You may be underinsured when You need to claim.

No claims bonus

For operators with four or less taxis, We offer a 'no claim bonus' (NCB) which is based on Your previous claims history and is impacted each time You lodge a claim against Your policy.

In the event that You are not at fault in a claim and We have obtained a full recovery from the other party who was at fault, We will then reinstate Your NCB to the same level prior to You lodging that claim. If We have already altered Your renewal Premium prior to the receipt of the recovery, We will adjust Your renewal Premium accordingly, and refund any amount to You.

This product may not match Your expectations

This product may not match Your expectations (for example, because an Exclusion applies). You should read the PDS and the Policy Terms and Conditions carefully. Please ask Us if You are unsure about any aspect of this product.

Overdue Premium

You must pay Your Premium on time otherwise Your Policy may not operate.

If You have not paid by the due date or Your payment is dishonoured, this Policy will not operate and there will be no cover.

Resolving complaints and disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

Step 1 – Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

Step 2 – Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

Step 3 – Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by AFCA's decisions – but you're not. You can contact AFCA directly and they'll advise you if your dispute falls within their Rules.

Disputes not covered by the AFCA Rules

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

HOW TO CONTACT QBE CUSTOMER CARE	
Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	complaints@qbe.com to make a complaint. privacy@qbe.com to contact us about privacy or your personal information. customercare@qbe.com to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

HOW TO CONTACT AFCA	
Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

HOW TO CONTACT THE OAIC	
Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

Financial claims scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from the Australian Prudential Regulation Authority (APRA).

HOW TO CONTACT APRA	
Phone	1300 558 849 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.fcs.gov.au

How much will this procedure cost You?

This service is free of charge to the complainant.

How to Contact Us

If You have any questions or would like further information about this policy or the PDS You may contact Victor Insurance at:

Phone – (02) 8864 7688
Address – One International Towers, 100 Barangaroo Avenue, Sydney NSW 2000
Post – PO Box H176, Australia Square NSW 1215

Updating this PDS

Information in the PDS may be updated where necessary. We will issue You with a new PDS or a Supplementary PDS where the update is to rectify a misleading or deceptive statement or an omission, or to update or add to the information contained in the PDS.

MOTOR VEHICLE INSURANCE POLICY

Our Agreement

Subject to the terms and Conditions contained in this policy, and after You have paid or agreed to pay Us the Premium, We will insure You against loss or Damage or any liability as described herein, occurring within the Territorial Limits during the Period of Insurance.

Definitions

The following Definitions shall apply to Your policy:

Accessories or Accessory

Accessories or Accessory means any item(s) shown in the Schedule that form part of the operation of Your Taxi including but not limited to any:

- global positioning system (incorporating data mobile terminal and associated cabling);
- MT Data system;
- radio equipment and aerial;
- surveillance camera;
- safety screen;
- EFTPOS equipment;
- smart move systems;
- taxi meter;
- vacancy roof light;
- miscellaneous taxi Accessories

Accident

Accident means a sudden and fortuitous event which arises out of the use of Your Taxi and includes a series of Accidents arising out of the one event.

Act of Terrorism

Act of Terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) du jure or de facto, and which:

- involves violence against one or more persons;
- involves Damage to property;
- endangers life other than that of the person committing the action;
- creates a risk to health or safety of the public or a section of the public; or

- is designed to interfere with or to disrupt an electronic system.

Advertising Liability

Advertising Liability means:

- libel, slander;
- infringement of copyright or passing off of title or slogan;
- unfair competition, piracy or idea misappropriation contrary to an implied contract; and
- invasion of privacy;

committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast arising out of any advertising activities conducted by or on behalf of You, while advertising Your Products, goods or services.

Aircraft

Aircraft means any object that is intended to fly or move through the air, atmosphere or space.

Computer Virus

Computer Virus means an executable program or computer code segment that is self-replicating, requires a host program or executable 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.

Consequential Loss

Consequential Loss means financial or non-financial consequential loss related to Your claim, such as:

- lost profits or income because You can't use Your Taxi;
- loss due to delay in repairs because a part isn't readily available;
- any diminished value of Your Taxi after it's been properly repaired.

Damage or Damaged

Damage or Damaged means accidental physical Damage as a result of:

- fire, flood, hail, malicious acts, Accident;
- someone stealing or attempting to steal Your Taxi

Dangerous Goods

Dangerous Goods means any Dangerous Good specified under the most recent edition of the Australia Code for the Transport of Dangerous Goods by Road and Rail that has been published by the Federal Government of Australia.

Excess

Excess means:

- **Basic Excess** Is the first amount of each claim for which must pay when You make a claim under this policy, unless We state that an Excess does not apply. We will pay for amounts above any Excess amounts to be met by You. The amount of the Basic Excess is shown in the Schedule.
- **Inexperienced or age driver's Excess** if the driver in charge of Your Taxi at the time of the Accident or incident of Damage has held an Australian license for less than two years or less than 25 years of age, the Insured will pay an additional Excess of \$1,000., however this Excess will not apply in the event of hail.
- **Fire, theft, attempted theft Excess** If Your Taxi is Damaged in the event of fire, theft or attempted theft, the Insured will pay \$1,000 or the Basic Excess; whichever is the greater.
- **Demurrage Excess** if the Insured's driver is at fault there will be a 3 day Excess, if the Insured's driver is not at fault and a full recovery is made from the Third Party there will be no Excess.
- **Accessories Excess** If You make a claim for Damage to Accessories or an Accessory only, the Insured will pay \$250.

Incidental Contracts

Incidental Contracts means:

- any written rental agreement for lease of real or personal property that does not impose on You:
 - a) an obligation to insure such property; or
 - b) liability to indemnify the lessor for Personal Injury or Property Damage for which the lessor is legally liable.
- any written contract with any public authority or company for the supply of water, gas or electricity, or use of a railway siding, but only to the extent of indemnifying any such authority in respect of liability arising out of the business of hiring Your Taxi other than contracts for the performance of work or provision of services by You.

Insured

Insured means You, Your or the person(s) or parties named as the Insured in the Schedule and includes all other licenced drivers authorised to drive Your Taxi.

Internet Operations

Internet Operations means:

- the transfer of computer data or programmes by use of electronic mail systems by You or Your employees, including for the purpose of this definition only, part-time and temporary staff, contractors and others within Your organisation whether or not such data or programmes contain any malicious or damaging code, including but not limited to Computer Virus, worm, logic bomb, or trojan horse;
- the access through Your network to the world wide web or a public internet site by You or Your employees, including for the purposes of this definition only, part-time and temporary staff, contractors and others within Your organisation;
- the access to Your internet (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 web site.

Occurrence

Occurrence means an event or series of events including continuous or repeated exposure to substantially the same general conditions which results, unexpectedly and unintentionally from Your standpoint, in Personal Injury or property Damage or Advertising Liability during the Period of Insurance.

All Personal Injury or Property Damage happening during the Period of Insurance attributable to one source or to a common cause or to the same general conditions shall be deemed to be one Occurrence.

With respect to Advertising Liability all Damage involving the same injurious material or act, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants shall be deemed to arise out of one Occurrence.

Peril

Peril includes loss resulting from: explosion, earthquake, Aircraft accident, riots, strikes, civil commotion, storm and/or tempest and/or rainwater, flood, water damage as a result of burst pipes, sprinkler leakage, theft and acts of any lawfully constituted authority.

Period of Insurance

Period of Insurance means the period of cover shown in the Schedule.

Personal Injury

Personal Injury means:

- bodily injury, death, sickness, illness, disease, shock, fright, mental anguish or mental injury;
- false arrest, false detention, wrongful imprisonment, malicious prosecution or humiliation;
- defamation, libel, slander;
- wrongful entry or wrongful eviction or other invasion of privacy;
- assault and battery not committed by You or any of Your employees under your instruction or with your consent while engaged in the business of hiring Your Taxi for reward.

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot fumes, acid, alkalis, chemicals or waste. Waste includes but is not limited to material to be recycled, reconditioned or reclaimed.

Premium

Premium means the amount(s) shown in the Schedule that You have to pay Us (inclusive of all Government charges) for Your insurance cover under this policy.

Property Damage

Property Damage means:

- physical damage to, or loss of or destruction of tangible property including subsequent loss of use of that property;

- loss of use of tangible property which has not been physically damaged or destroyed.

Provided that:

- a) such loss of use is caused by physical Damage to or destruction of other tangible property; and
- b) this loss of use does not result from:
 - i. delay or lack of performance of any contract or agreement by You or by other on Your behalf;
 - ii. a design defect.

Replacement Vehicle

Replacement Vehicle means a vehicle that permanently replaces Your Taxi, as a result of Your Taxi being sold, stolen or assessed as a Total Loss.

Schedule

Schedule means the Schedule which We issue to You that forms part of this policy. At any point in time, this will be the most current Schedule We have issued.

Standby Taxi

Standby Taxi means a vehicle which is clearly signed to state it is a Standby Taxi and is approved by the Department of Transport, the Roads and Traffic Authority or any other appropriate regulatory body as a Standby Taxi. The vehicle must be clearly signed to show the taxi cooperative or taxi company to which it belongs.

Suitable Hire Vehicle

Suitable Hire Vehicle means a hire vehicle that takes into account:

- the type and size of the damaged vehicle
- the ordinary daily uses of the damaged vehicle
- whether any additional safety devices were part of the damaged vehicle, such as child seats or disability related modifications.

Territorial Limits

Territorial Limits means anywhere in Australia that Your Taxi is authorised to operate.

Total Loss

Total Loss means when Your Taxi is stolen and not recovered or Damaged to the extent that it is not economical to repair Your Taxi, and it is assessed as a Total Loss.

Watercraft

Watercraft means anything intended to float on, or in water, or travel on, through or under water.

We/Our/Us or Insurer

We, Our, Us or Insurer means QBE Insurance (Australia) Limited

You/Your

You or Your means the Insured named in the policy Schedule.

Your Products

Your Products means anything that is not in Your physical custody or in Your legal control that has been manufactured, grown, extracted, produced, processed, altered, handled, sold, supplied, distributed, imported or exported, repaired, serviced, treated, installed, assembled, erected or constructed by You. In addition, the above definition is extended to include packaging and containers used to package or contain Your Products.

Your Taxi

Your Taxi means a standard factory vehicle being used from time to time as a taxi (including a Standby Taxi except where specifically excluded by this policy), details of which are described in the Schedule, including LP Gas fittings, livery relating to the taxi cooperative or taxi company, spot lights, cargo barriers and kangaroo/bull bars (but not including any Accessories). Where Your Taxi is a maxi or flash cab, Your Taxi Value specified in the Schedule includes the fit out of Your ramp and/or hoist.

Exclusions applicable to all Sections

War, confiscation, radioactivity, nuclear perils

We will not be liable for loss, Damage, destruction, Property Damage, Personal Injury, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- 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 uprising, military or usurped power;
- any Act of Terrorism;
- any order of any Government, Public or Local Authority involving the confiscation, nationalisation, requisition, Damage or destruction of any property unless such destruction was undertaken to reduce the spread of fire; or
- radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste from the combustion of nuclear fuel or action of nuclear fission or fusion. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.

However this shall not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

This policy also excludes any loss, destruction, Damage, Property Damage, Personal Injury, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the above.

Sanctions limitation and exclusion clause

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose Us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of the Commonwealth of Australia, the European Union, Japan, United Kingdom, United States of America or any other applicable country.

Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is illegal for us to do so.

Territorial Limits

We will not be liable in respect of a claim if at the time of the Accident, theft, Occurrence, attempted theft or incident of Damage Your Taxi was used outside the Territorial Limits.

Un-roadworthy, unsafe vehicles and vehicle overloading.

We will not be liable to pay any claim, if at the time of Accident, theft, Occurrence, attempted theft or incident of Damage or when any liability was incurred:

- Your Taxi was being used in an unsafe or un-roadworthy condition, unless the Damage or liability was not caused by the unsafe or un-roadworthy condition of Your Taxi, or such unsafe or un-roadworthy condition could not have been reasonably detected by You;
- Your Taxi was loaded or carrying a number of passengers contrary to law;

Unlawful acts (including unlicensed drivers)

We will not be liable to pay any claim, if at the time of Accident, theft, Occurrence, attempted theft or incident of Damage or when any liability was incurred:

- You or any person who was driving Your Taxi:
 - a) was using Your Taxi for any unlawful purpose;
 - b) stole, converted, absconded with, or otherwise misappropriated Your Taxi, or deliberately inflicted loss or Damage to Your Taxi.
- You or any person who was driving Your Taxi:
 - a) had their faculties impaired by any drug and/or intoxicating liquor;
 - b) had a percentage of alcohol or drugs in their breath, saliva, blood or urine in excess of the percentage permitted by the law of the applicable State or Territory where the incident occurred;
 - c) refused to prove or allow the taking of a sample of breath, saliva, blood or urine for testing or analysis;
 - d) left the place where the Accident or Occurrence or incident of Damage arose, before being legally allowed to do so.
- You or any person driving Your Taxi with Your consent and who was not licensed to drive Your Taxi; or was disqualified from holding or obtaining such a licence.
- Your Taxi was being driven by a person who was not legally licensed to drive Your Taxi in Australia.

- Your Taxi was being driven by a person who was not licensed to drive:
 - a) Your Taxi for the purpose of hiring Your Taxi for reward; or
 - b) Your Taxi for private use;

Exclusions 4. a), b), c), d) and e) above shall not apply if:

- a) You had no reason to suspect that Your Taxi was being used in that manner; or
- b) You did not allow such use of Your Taxi; or
- c) the driver's license had unintentionally lapsed, was fraudulently produced, or was cancelled unknown to You as a result of unpaid parking fines, and the driver was the holder of a licence in the 12 months immediately prior to the lapsing of the licence.

You must allow Us to use all remedies available to recover all costs associated with any loss or Damage occasioned, or liability incurred, by the driver of Your Taxi.

Dangerous Goods

We will not be liable to pay for claims caused by, or arising out of, any Dangerous Goods, that were being carried by Your Taxi at the time of an Accident, theft, Occurrence, attempted theft or incident of Damage.

However We will pay for claims under this policy caused by or arising out of the carriage of oxygen tank(s) and/or an LP Gas Tank on Your Taxi, if that LP Gas tank was being carried for the sole purpose of propelling Your Taxi.

Motor sports, vehicle racing, testing

We will not be liable to pay any claim, if at the time of the Accident, theft, Occurrence, attempted theft or incident of Damage or when any liability was incurred, Your Taxi was being:

- tested other than in connection with or whilst undergoing service or repair or for the purpose of sale;
- used in any experiments;
- used in or prepared for any kind of racing, motor sport, event, trial or demonstration, including without limitation, any rally, trial, speed trial, reliability trial, hill climbing, test, stunt, race or pacemaking; or used on any racetrack or course in any way whatsoever;
- used in or prepared for any stunt or for film, video or audio recording.

Pollution

We will not be liable to pay for claims arising from:

- Personal Injury or Property Damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substance into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water);
- Personal Injury or Property Damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances caused by any product that has been discarded, dumped, abandoned or thrown away by other;
- the cost of removing, nullifying or cleaning up Pollutants or contaminated substances;
- the cost of preventing the escape of Pollutants or contaminated substances.

Exclusions 7 a) and c) above shall not apply where the claim arises from a sudden identifiable, unintended and unexpected event which takes place in its entirety at the specific time and place during the Period of Insurance.

Fines/penalties

We will not be liable to pay for:

- fines or penalties imposed by law or assumed by You under any contract, warranty or agreement;
- liquidated, punitive, exemplary, aggravated or multiple aggravated damages.

Fraud

Subject to the limitations imposed on Us by the Insurance Contract Act 1984 (as amended), We will not be liable in respect of a claim if You or anyone acting on Your behalf makes a claim which is fraudulent or dishonest.

Non-approved fuel system

We will not be liable for any claims arising out of the use of a fuel system in Your Taxi that does not comply with the appropriate Local Standard Code in the Country in which Your Taxi is operating.

Fuel / additive

We will not be liable for any claims arising out of the incorrect use of any fuel and/or additive in Your Taxi.

However, this Exclusion does not apply to additives when used in accordance with the relevant Australia Standards for use of that additive.

Contractual Liability

We will not be liable for any claims arising out of any undertaking or indemnity given or contracted by You without Our written consent, unless such liability would have attached notwithstanding such undertaking or indemnity.

Repossession

We will not be liable for Damage to Your Taxi or any liability caused by any person lawfully repossessing or attempting to lawfully repossess Your Taxi, where Your Taxi is used as security for a debit.

Wilful Damage

We will not be liable for any claim arising from loss or Damage that is intentionally caused or liability that is intentionally incurred by You, or anyone acting on Your behalf or any other covered persons.

Acquisition of companies

We will not be liable for any claim arising from loss or Damage to Your Taxi, resulting from:

- any company or other legal entity acquired during the Period of Insurance;
- any property or liability associated with such company or any other legal entity or business undertaking or operations.

Asbestos

We will not be liable for any claim in connection with, directly or indirectly caused by, or contributed to by, or arising from asbestos or asbestos products or asbestos contained in any products.

Watercraft, Aircraft, hovercraft

We will not be liable for any claim in connection with directly or indirectly caused by, or contributed to by, or arising from any:

- Watercraft;
- Aircraft, and any property -used for the purpose of an airport or any Aircraft landing strip; or
- hovercraft.

Terms and Conditions applicable to all Sections

Excess

You must pay the Excess in respect of each and every Accident, theft, Occurrence, attempted theft and incident of Damage which resulted in a claim under the policy.

Faultless Excess

Where You are involved in an Accident with another vehicle and the incurred / assessed damage to Your Taxi exceeds the applicable policy Excess, You will not be required to contribute to the policy excess, where:

- the other driver is at fault (You may be able to help confirm this by providing a police report, expert reports, witness statements or photographs taken at the scene), and
- You have provided Us with the other driver's name, residential address, and vehicle registration number;

If You are unable to provide the above information this will result in the excess being payable in line with the general terms and conditions of the policy.

Accident and Claims procedure

1. Section 1 – Own Damage

Depending on the excess level chosen by You, You must advise TIAIB/ Echelon either by letter, text message, telephone call or email within 30 or 60 days of any accident, theft, occurrence, attempted theft or incident of damage involving your taxi. Failure to do so may result in your excess being increased based on the following reported days:

- For excesses between \$0 and \$4,999:
 - a) Within 30 to 60 days; excess is doubled;
 - b) Over 60 days; excess is tripled.
- For excesses of or above \$5,000:
 - a) Within 60 to 90 days; excess is doubled;
 - b) Over 90 days; excess is tripled

2. Section 2 – Third Party Liability

You must advise Us in writing as soon as possible of any Accident, theft, Occurrence, attempted theft or incident of Damage involving Your Taxi or where another party has sustained Damage arising out of the use of Your Taxi.

- If Your Taxi is Damaged, We may direct You to a preferred firm of repairers to undertake the repair of Your Taxi.
- If You receive a demand, summons or other legal notice arising out of an Accident, theft, Occurrence, attempted theft or incident of Damage involving or in connection with Your Taxi, You must forward it to Us as soon as possible.
- You must not admit fault or blame for any Accident, theft, Occurrence, attempted theft or incident of Damage involving or in connection with Your Taxi, to any party, nor must You authorise any repairs or incur any costs involving or in connection with Your Taxi without Our authority.
- When required by Us, You shall, at Our expense, do all such things that are reasonably necessary to enforce any rights that We would be entitled to, on payment or settlement of any claim, including without limitation those things listed in paragraphs (f) to (j) below.
- You shall supply any relevant information and assistance that We may reasonably require.
- You must take all reasonable precautions to prevent further loss, Damage, Personal Injury, or Property Damage liability.

How claims administration and legal proceedings are undertaken

When We pay a claim under Your policy, We have the right to exercise Your legal rights in Your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When We do any of these things in Your name, it will be at Our expense, however You'll need to give Us reasonable assistance. This may include following Our directions in relation to the conduct of any legal proceedings even after a claim has been paid. During the administration, conduct or settlement of the recovery, You can seek an update on the status of proceedings and We will consult You where appropriate.

When We pay a claim and some of the loss isn't covered by Your policy, We may offer to try to recover that loss for You when We take any steps to recover the covered loss. We can only do so if You agree to give Us documents that support Your loss and agree with Us on how We'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for You, We need to take additional steps that We wouldn't otherwise need to take. We will talk to You about these steps before We take them.

If You've received a benefit under Your policy that You were not entitled to, We reserve the right to recover from You the amount We have paid. If We decline a claim for fraud, We reserve the right to recover Our reasonable administration, investigation and legal costs.

We'll also report any suspected fraudulent act to the Police for further investigation.

Encumbered taxi

If Your Taxi is encumbered (financed) and Your Taxi is assessed as a Total Loss, You must pay the financier any shortfall between any termination payment and the amount We will pay under Section 1, prior to Us making any payment.

Termination payment is where under the terms of the lease agreement, or other similar agreement, You are required to make a payment to the other party to the lease agreement, or similar agreement, in order to terminate that agreement.

Payments in respect of Goods and Service Tax

When We make a payment to You or on Your behalf under this policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any Input Tax Credit that You are, or will be, or would have been entitled to under A New Tax System (Goods and Service Tax) Act 1999, in relation to that acquisition, whether or not that acquisition is actually made.

When We make a payment to You or on Your behalf, under this policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any Input Tax Credit that You are, or will be, or would have been entitled to under A New Tax System (Goods and Service Tax) Act 1999 had the payment be applied to acquire such goods, services or supply.

Contribution and other insurance

When making a claim, You must notify Us of any other insurance that You're aware will or may, whether in whole or in part, cover any loss insured under Your policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to You or any other person) which covers the same loss, damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s).

Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your Policy that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

Cancellation

- a) You may cancel Section 1 of the policy at any time by giving written notice to Us. The cancellation will become effective from the date the notice is received by Us. We will retain the proportion of the Premium which applies to the period during which Section 1 has been in force in addition to any non-refundable government fees, duties or charges.
- b) Subject to providing sufficient evidence that there is a current Third Party Property Damage policy in force to the limit required by any applicable law on Your Taxi, You may cancel Section 2 of the policy by giving written notice to Us. The cancellation will become effective from the date notice is received by Us. We will retain a proportion of the Premium which applies to the period during which the policy has been in force, in addition to any non-refundable government fees, duties or charges.

However, (a) and (b) above will not apply to the Cooling-Off Period provisions noted in the Product Disclosure Statement.

- We may cancel the policy, in accordance with the Insurance Contracts Act 1984, by giving You written notice where You have:
 - a) made a misrepresentation to Us before the policy was entered into;
 - b) failed to comply with the duty of utmost good faith;
 - c) failed to comply with the duty of disclosure;
 - d) failed to comply with a provision of the policy (including where You pay Your Premium in monthly instalments, Your failure to pay the Premium for one month or longer);
 - e) made a fraudulent claim under the policy or any other policy during the time the policy has been in effect;

- f) failed to notify Us of a specific act or omission as required by the policy.
- Where We are entitled to cancel the policy, the cancellation will become effective from the later of:
 - a) 4.00pm on the third business day after the notice is given to You by Us (being the time that it would have been delivered in the ordinary course of post, unless through no fault of Your own, You did not receive it);
 - b) any other time specified in the notice of cancellation; or
 - c) the date on which You arrange alternative insurance for Your Taxi; whichever occurs first.
- Where We cancel the policy, We will retain the Premium which applies to the period that the policy has been in force.

Proper law and jurisdiction

- The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with Australian law.
- In the event of any dispute arising under the policy, including, but not limited to, its construction and/or validity and/or performance and/or interpretation, Both You and Us will submit to the exclusive jurisdiction of any competent court in the Commonwealth of Australia.

Reasonable care

You must at all times exercise all reasonable care and precautions to prevent loss or Damage to Your Taxi, or prevent any liability, and comply with the requirements of any Department of Transport, Roads and Traffic Authority or any other appropriate Federal or State regulatory body for the safety of Your Taxi and for the carriage of passengers, goods or merchandise.

Cover comes to an end following Total Loss

Where this policy covers more than one vehicle then this clause will only apply to the particular vehicle which has been treated as a Total Loss.

If Your Taxi is a Total Loss and We pay you the sum insured, market value or replace Your Taxi, then the Policy will come to an end for Your Taxi and You will no longer have any cover for it. This means You will not be entitled to make any further claim for Your Taxi under this policy and:

- where the premium has been paid in full for the period of insurance there will be no refund of any premium, or
- where the premium is paid by instalments, We are entitled to deduct from any claim paid or payable, the balance of the unpaid premium or instalments of premium.

The total premium is payable and non-refundable because You have received the benefits associated with a Total Loss claim under the Policy.

If you have other vehicles insured on the Policy, then Your regular instalments will be reduced up until Your Policy renewal date because there will be fewer vehicles to cover. This lasts until Your Policy renewal date, which you can find on your Policy Schedule.

Where We replace Your Taxi with a new vehicle, as set out in 'Additional benefits – New vehicle replacement' and You choose to insure it with Us and We accept the risk, a pro rata premium is payable.

SECTION 1 – OWN DAMAGE

When Section 1- Own Damage is shown in the Schedule, We will provide the cover described in this Section 1

Cover

Damage cover

If during the Period of Insurance Your Taxi is Damaged, We will either:

- pay to the repairer the cost of repairing the Damage to Your Taxi; or
- pay You the amount calculated in accordance with the Limitations and Exclusions to Section 1.

Additional covers

In addition We will:

- pay for the reasonable costs of protecting Your Taxi and moving it to the nearest place of safety following Damage, or after Your Taxi has been located following theft;
- pay for the reasonable cost of returning Your Taxi to You after it has been located following theft;
- pay amounts for which You are held legally responsible to contribute in respect of Your Taxi, for expenses and salvage costs incurred by a shipowner, where necessary for the safety of cargo and ship provided:
 - a) such conditions under maritime law apply; and
 - b) the ship is sailing between places within the Territorial Limits;
- in the case of an emergency, where You are required to prevent further loss or Damage to Your Taxi as a direct result of that emergency, We give You the authority to arrange on Our behalf the following:
 - a) repair or replacement of Your Taxi's windscreen and/or windows;
 - b) the towing of Your Taxi to the nearest place of safety;
 - c) the reasonable costs of arranging for the clean-up and/or removal of debris following an Accident involving Your Taxi;
 - d) the reasonable costs of reinstating livery required and authorised by the Taxi Cooperative or Taxi Company, for the operation of Your Taxi following an Accident involving Your Taxi.

Accessories

If during the Period of Insurance any of the Accessories are Damaged and/or are salvageable following Your Taxi being involved in an Accident, We will either pay for the repair, replacement and/or the removal (de-installation) and re-installation costs of these Accessories.

We will only pay up to the Sum Insured specified for Accessories in the Schedule (less any salvageable amount) which includes de-installation and re-installation costs.

All values exclude Goods and Services Tax.

Limitations and Exclusions applicable to Section 1

The maximum amount We will pay under Section 1 for Your Taxi will be the Taxi Value specified in the Schedule, less depreciation calculated as follows:

- The Taxi Value specified in the Schedule will be depreciated at a rate of 2.083% (Depreciation Rate) per completed month for any part of that period which falls within the Period of Insurance. This will be calculated by multiplying the Depreciation Rate, by the Taxi Value specified in the Schedule and then by the number of months completed in that period which has elapsed since the commencement of the Period of Insurance, at the time when the Accident, incident of Damage, theft or attempted theft occurred.
- Machinery and plant that form part of the Insured Taxi (including hoists, lifts, ramps, LPG Conversions) will be depreciated at a rate of 7.5% on an annual basis
- Re-installation costs are limited to \$1,000 for signage of Your Taxi, excluding Goods and Services Tax.

The maximum amount We will pay under Section 1 for each Accessory, is the value of that Accessory shown in the Schedule. The Depreciation Rate will not apply to Accessories.

We will not pay for:

- any loss You suffer resulting from not being able to use Your Taxi or the Accessories, including Consequential Loss, inconvenience or other detriment of any kind;
- depreciation;
- Damage to Your Taxi or the Accessories caused by wear and tear, rust corrosion or other forms of gradual deterioration, or structural, mechanical, electrical or electronic failure or malfunction.

However We will pay for Damage to Your Taxi or the Accessories caused by fire or impact where that fire or impact results from its gradual deterioration, failure or malfunction to the extent these defects could not have been reasonably detected by You;

- Damage to, or replacement of tyres caused by the application of brakes or by road punctures, cuts or bursts or by wear and tear;
- Damage to Your Taxi or the Accessories as a result of lawful seizure, confiscation, nationalisation or requisition of Your Taxi;
- further Damage to Your Taxi or the Accessories following an Accident or theft, if reasonable steps to protect or safeguard Your Taxi and the Accessories were not taken after the Accident or theft;
- claims for property in Your custody or control other than Your Taxi and the Accessories;
- loss or Damage intentionally caused by You or a person acting with Your permission;
- Damage to any advertising fixtures or signs attached to Your Taxi;
- any loss or Damage or any liability You assumed by an expressed agreement, unless such liability would have attached in the absence of that expressed agreement.

Standby Taxis are excluded from Section 1, unless otherwise insured with Us by the owner of the Standby Taxi;

in the event that Your Taxi is assessed to be a Total Loss and the driver of Your Taxi was at fault, We will not refund any Premium in respect of the unexpired portion of the Period of Insurance.

However, if the driver of Your Taxi was not at fault, We reserve the right to reimburse Your Premium on a pro-rata basis following any full recovery.

Extension of Cover – Section 1

New taxi replacement

If at the time Your Taxi first suffers Damage and it:

- is a sedan or station wagon without wheelchair accessible modifications; and
- was purchased brand new and is less than one year old from the date of purchase; and
- is a Total Loss;

We will as a Basis of Settlement replace it with a new taxi of the same make, model and series (or if unavailable a vehicle of similar make and model) including any Accessories shown in the Schedule, registration fees, delivery charges and stamp duty.

However where:

- Your Taxi model is no longer available from the manufacturer;
- sub-clause b) is not applicable and Your Taxi's model is superseded by a vehicle that is significantly different to Your Taxi;
- Your Taxi was bought as an end of series, run-out or demonstration model;

We may pay only the amount of the actual purchase price that You paid for Your Taxi including any registration fees, delivery charges and stamp duty, if these items were included in the purchase price.

If You do not wish to utilise the Basis of Settlement option within this Extension We will then settle on Your Taxi's value (less any salvageable amount), less the First Year Depreciation Rate calculated in accordance with Limitations and Exclusions Applicable to Section 1.

When Extension of Cover – Section 1 (New taxi replacement) and Optional Extension of Cover – Section 1 (Total Loss of encumbered taxi) both become operative in the same claim, the maximum amount We will pay, will be the greater benefit of either Extension, such cover shall not be cumulative.

Locks / Keys

If after Damage to Your Taxi, the keys are lost, destroyed or Damaged, or if there are reasonable grounds to believe that the keys may have been duplicated, We will reimburse the costs of replacing the key ignition barrel, all locks and keys if required, up to a maximum amount of \$5,000 per Accident.

No Excess will apply if no other loss or Damage has occurred to Your Taxi.

Funeral expenses

Should Your driver suffer a fatal injury as a result of an Accident involving Your Taxi (irrespective of whether or not death occurs at the time of the Accident), the policy extends to pay to the deceased drivers next of kin, funeral expenses up to a maximum amount of \$5,000.

Optional Limitation of Cover under Section 1

Total Loss and Perils (including Third Party Liability)

When Total Loss and Perils including Third Party Liability is specified in the Schedule as being insured, Your Taxi is covered during the Period of Insurance for:

- a Total Loss;
- any Peril;
- Damage to Accessories or Accessory under Section 1 of this Policy;

For the purposes of this Optional Limitation of Cover only, Total Loss 1. b) above excludes Total Loss arising out of or in connection with fire or attempted fire to Your Taxi.

Optional Extension of Cover – Section 1

Total Loss of encumbered taxi

If Your Taxi is encumbered (financed) and You have chosen this Optional Extension of Cover and:

- Section 1 is shown in the Schedule as being operative; and
- Your Taxi is a Total Loss; and
- Your Taxi is the subject of a lease agreement or other similar agreement; and
- the terms of the agreement or other similar agreement require You to make a payment to the other party to the lease agreement, or other similar agreement, in order to terminate that agreement; and
- the amount of the termination payment is greater than the amount We will pay You in respect of Your Taxi; and
- You have complied with Terms and Conditions applicable to All Sections – ‘Encumbered taxi’; then We will pay You or any other party whom You direct Us to pay, the difference between the amount of the termination payments and the amount We will pay to You, in respect of Your Taxi.

However the maximum amount We will pay under this Optional Extension of Cover is 10% of the Taxi Value specified in the Schedule less applicable depreciation.

When Extension of Cover – Section 1 (New taxi replacement) and Optional Extension of Cover – Section 1 (Total Loss of encumbered taxi) both become operative in a claim, the maximum amount We will pay, will be the greater benefit of either Extension of Cover, such covers shall not be cumulative.

Loss of use (Demurrage)

Where indemnity is provided by Section 1 – Own Damage, and where You have nominated this cover and paid the additional Premium, We will reimburse You up to \$250 per day, to a maximum of 12 days per event, for costs of a Suitable Hire Vehicle, whilst Your Taxi is unable to be driven and is off the road, or We will reimburse You for an amount that represents Your normal daily income up to a maximum amount of \$250 per day, to a maximum of 12 days per event for Your loss of use, whilst Your Taxi is unable to be driven and is off the road

Provided that:

- an Excess of three days is applied for an Accident where the driver of Your Taxi was at fault;
- No Excess is applied for an Accident where the driver of Your Taxi was not at fault and full recovery is made from a Third Party;
- reimbursement is limited to costs incurred after You have notified Us of the Accident;
- reimbursement will terminate upon:
 - a) lapsing or other termination of the policy;
 - b) the day the repairs are completed and You are notified to collect Your Taxi, or a Replacement Vehicle is offered by Us; or
 - c) the day We offer settlement of the loss or Damage, whichever occurs first.

Trade Plate

Cover will be extended to any unregistered vehicle to which a trade plate issued to you, in accordance with the appropriate road safety act or regulations, is correctly affixed to the vehicle at the time of any theft, attempted theft or accidental loss or damage, provided the vehicle and usage falls within the following parameters of:

- Driving the vehicle in the process of manufacture from place to place; or
- Driving the vehicle from place of manufacture to the place where the vehicle will be offered for sale; or
- Driving the vehicle after repairs and or servicing, or for the purpose of obtaining registration; or
- Driving the vehicle for demonstration purposes for a potential purchaser; or
- Driving the vehicle in the course of its delivery before or after sale; or
- Driving the vehicle to any premises to be repaired or modified, including driving it during the process of repair or modification or driving it to return it to its owner after repair or modification; or
- Allowing a third party with your permission to test drive the vehicle with a view to purchasing, however cover will not apply if the vehicle is stolen whilst being test driven, if at the time of theft, you or either one of your partners, proprietors, directors or employees did not accompany the vehicle while the vehicle was being test driven; or
- The vehicle having a gross vehicle mass less than 4,500 kilograms.

The maximum amount of cover provided to the vehicle carrying the trade plate will be the value of the trade plate shown in the schedule.

Where cover is granted on more than one trade plate the amount of cover for each individual trade will be shown in the schedule.

When a trade plate is affixed to the vehicle as required by the appropriate roads and traffic authority the vehicle is deemed to be registered.

SECTION 2 – THIRD PARTY LIABILITY

When Section 2 – Third Party Liability is shown in the Schedule, We will provide the cover described in this Section 2.

Cover

Cover for You

If Your Taxi is registered and/or licensed as required by law relating to the use of motor vehicles on public roads We will pay the amount which:

- You;
- any person legally licensed to drive or be in charge of Your Taxi with Your permission provided that person has not been refused motor insurance and is not entitled to cover under any other policy;
- any person in or on, or getting in or on, or getting out of, or off Your Taxi with Your permission;
- the legal representatives of any deceased person to whom cover is provided in 1st to 3rd point above; may be held legally liable to pay as compensation resulting from an Accident occurring during the Period of Insurance and caused by or arising out of the use of Your Taxi for:
- Damage to property excluding any damage to property or goods carried by Your or Other Covered Persons.

The persons to whom cover is provided under b) to d) above are referred to in this policy as 'other covered persons'.

Legal costs and authorised expenses

When an Accident is covered under this Section 2, We will pay, in addition to the Limits of Liability, all legal costs and expenses incurred by You, with Our written consent (which will not be unreasonably withheld), in settlement or defence of claims for compensation arising out of that Accident. Furthermore, We will pay reasonable legal expenses incurred with Our written consent (which will not be unreasonably withheld) for representation at any formal legal enquiry or at any coroner's inquest.

However if the Limits of Liability shown in the Schedule are less than the total amount paid, or payable, to settle or dispose of all claims that arise out of the one Accident, then We will only pay a proportion that the Limits of Liability represent to the total amount paid, or payable, to settle or dispose of all claims that arise out of the one Accident.

First aid costs

In addition to the Limits of Liability, We will pay for reasonable expenses incurred by You for first aid to others, who suffered bodily injury as a result of an Accident involving Your Taxi.

Limit of Liability – Section 2

The Limit of Liability for Third Party Liability is \$20,000,000 or the amount shown in the Schedule, for all claims arising from one Accident or series of Accidents, resulting from the one original cause.

Legal costs arising from that Accident are additional to the Limit of Liability.

Extensions of Cover – Section 2

Cover for others

In the same manner and to the same extent that We provide cover to You, We will also provide cover under Section 2 of the policy to the following parties:

- Any licensed taxi driver using Your Taxi with Your authority for the purpose of hiring Your Taxi reward.
- Any licensed driver using Your Taxi with Your authority for private use.
- Any passenger legally using Your Taxi, including such passengers when entering or leaving Your Taxi, where a Court may deem the taxi owner or licensed taxi driver liable to pay for Damage to any vehicle or property (which is not Your Taxi or Your property) in the absence of the identification of the passenger or passengers who caused the Damage.
- Your employer, partner or principal.

Liability for Personal Injury

If:

- You incur a legal liability to pay compensation for Personal Injury caused by or arising out of the ownership, possession, operation, use or legal control by You, or on Your behalf, of Your Taxi; and
- at the time of such Personal Injury, Your Taxi was legally required to:
 - a) be registered; or
 - b) have third party bodily injury insurance or be covered under any compulsory statutory insurance or accident compensation scheme; and
- at the time of such Personal Injury Your Taxi complies with all legal requirements to be registered or have third party bodily injury insurance or was covered under any compulsory statutory insurance or accident compensation scheme;

then We will pay the amount of compensation that You are legally required to pay for that Personal Injury.

We will not provide any cover:

- if Your Taxi is not registered;
- if You or any person using Your Taxi;
 - a) is wholly or partially covered under any compulsory statutory insurance scheme or accident compensation scheme; or
 - b) would have been entitled to be covered under any such scheme as it existed at the commencement date of the relevant period of insurance, even though there may have been a change in the law during that period of insurance; or
 - c) would have been entitled to be covered under any such scheme had cover not been refused because You did not;
 - i. register Your Taxi,
 - ii. apply for cover under the scheme,
 - iii. comply with a term or condition of the scheme.

- whilst Your Taxi is being loaded or unloaded
- if Your Taxi is registered or required to be registered in the Northern Territory of Australia.

Standby Taxi owned by the Insured

Where the Standby Taxi is owned by the Insured specified in the Schedule, We will only provide cover under Section 2, when the Standby Taxi is not being used in connection with the business of hiring the Standby Taxi for reward.

Standby Taxi as substitute taxi

- Where Your Taxi is out of operation and You use a Standby Taxi as a temporary substitute for Your Taxi, We will provide cover under Section 2 provided that:
 - a) the Standby Taxi has Your current taxi plate fitted; and
 - b) that taxi plate number is insured with Us, at the time of the Accident or Occurrence.
- In the event Your Taxi is assessed as a Total Loss, We will extend such cover for a further seven days beyond the date of settlement in respect of Your Taxi, whereby cover shall cease:
 - a) seven days after date of settlement; or
 - b) when a Replacement Vehicle has been registered to the existing taxi plate;

whichever is earliest, and as such, this policy shall be deemed cancelled in full, with no Premium being payable.

Exclusions – Section 2

We will not pay for:

Property in custody or control

loss or Damage to property that is owned by You or any other covered person, or lease or rented to You or any other covered person or property in the physical or legal control of the driver of Your Taxi.

For the purpose of this Exclusion only:

- employees' or visitors' vehicles, whilst contained within Your car park or premises;
- premises leased or rented to You;

are not deemed to be in Your custody or control.

Employer's liability

Personal Injury to any person:

- caused by or arising out of the employment of the person by You;
- in Your service that arises from any liability imposed by:
 - a) any workers compensation legislation;
 - b) any industrial award, agreement or determination.

Personal Injury

Personal Injury:

- if You or any other person entitled to cover under this section, has been, or is entitled to be, partially or wholly indemnified by any statutory compulsory insurance or Accident compensation scheme, including any compulsory motor vehicle scheme;
- for any claim for which You or any other person entitled to cover under this section, would have been partially or wholly indemnified, but for Your failure to insure or register Your Taxi in accordance with a requirement of any statutory compulsory insurance or Accident compensation scheme, including any compulsory motor vehicle scheme;
- to You or any person in charge of Your Taxi;
 - a)
 - i. to any person related to You;
 - ii. any person related to the person in charge of Your Taxi, by way of birth, marriage or defacto relationship;
 - b) to any person with whom You ordinarily reside or who ordinarily resides with You;
 - c) to any employee, agent, contractor, or sub-contractor employed or engaged by any person entitled to indemnity under this policy;
- arising out of, or in any way connected with a defect in Your Taxi, or in a motor vehicle causing loss of control of the vehicle whilst it is being driven;
- to any person injured by a Northern Territory registered vehicle.

Statutory liability

Any liability You or other covered persons incur to pay compensation which is the subject of any compulsory motor vehicle insurance requirement.

Pollution

- Personal Injury or Property Damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water);
- Personal Injury or Property Damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances caused by any product that has been discarded, dumped, abandoned or thrown away by others;
- the cost of removing, nullifying or cleaning up Pollutants or contaminated substances;
- the cost of preventing the escape of Pollutants or contaminated substances.

This Exclusion shall not apply where the claim arises from a sudden identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the Period of Insurance.

Vibration/ vehicle weight

Damage to property that is caused by:

- vibration;
- the weight of Your Taxi exceeding any lawful requirements or advisory signs.

Extension of Cover – Sections 1 and 2

Replacement Vehicle

If You replace Your Taxi with a Replacement Vehicle, We will insure Your Replacement Vehicle on the existing terms and Conditions noted on Your Schedule, for 14 days from the date of replacement, subject to the following:

- within the 14 days You provide to Us the same details in respect of that Replacement Vehicle as are set out in the Your Taxi section of the Schedule; and
- You pay any additional Premium We may reasonably require to:
 - a) extend that cover provided by Section 1 and/or Section 2 of the policy to cover the Replacement Vehicle;
 - b) vary the maximum amount payable under Section 1 to the value of the Replacement Vehicle from the date upon which You obtained that Replacement Vehicle.
- Upon application by You and written agreement by Us, the 14 days cover afforded by this Extension may be extended for a further period. You will be required to pay whatever further Premium We reasonably impose as applicable to that further period.
- Standby Taxis are excluded from this Extension, unless otherwise insured with Us under a Section 1 cover by the owner of the Standby Taxi.