



# Taxi Insurance Composite Cover

Product Disclosure Statement



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# About Taxi Insurance Composite Cover

## About Zurich

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as 'Zurich', 'we', 'us' or 'our'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurance provider with a global network of subsidiaries and offices. With about 60,000 employees, the Zurich Insurance Group delivers a wide range of general insurance and life insurance products and services for individuals, small businesses, and mid-sized and large companies, including multinational corporations, in more than 170 countries.

This Product Disclosure Statement (PDS) is an important document about this product and includes the policy wording which starts on page 9. You should read it carefully before making a decision to purchase this product.

This PDS will help you to:

- decide whether this product will meet your needs; and
- compare this product with other products you may be considering.

The information contained in this PDS is general information only. It is important you read your policy to ensure you have the cover you need.

We sometimes capitalise or italicise terms in this PDS, to show that words are abbreviations or have a particular defined meaning. You should refer to the Definitions section of this document from page 9 to obtain the full meaning of such terms.

## How to apply for this insurance

Throughout this document when referring to your insurance broker or adviser, we may simply refer to them as your intermediary.

If you are interested in buying this product or have any inquiries about it, you should contact your intermediary who should be able to provide you with all the information and assistance you require.

If you are not satisfied with the information provided by your intermediary you can contact us at the address or telephone number shown on the back cover of this document. However, we are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for your personal objectives, needs or financial situation.

## What our Taxi Insurance Composite Cover offers

The Zurich Taxi Insurance Composite Cover is designed for taxi business operators with one or more taxis. Sedans, wagons, prestige, maxi, flash and *standby taxis* can be included on the one policy.

The policy cover can be customised to meet your business requirements. Some of the options can be summarised as follows:

### Comprehensive Cover

Sections 1 and 2 together relate to comprehensive 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, relates to cover for:

- liability for certain loss or *damage* that you or certain other people cause to third party vehicles and property;
- *total loss to your taxi*;
- a specified *peril*; and/or
- standard *accessories* only.

### Third Party Property Damage Cover

Section 2 relates to cover for:

- certain loss or *damage* that you or certain other people cause to third party vehicles and property.

### General Liability

Section 3 relates to cover for:

- you, your drivers and certain other people, in connection with the business of hiring *your taxi* for reward and relating to *personal injury, property damage and advertising liability*.

For a summary of benefits available to you under each of these Sections, see our 'Benefits of cover available' on page 8.

## Our contract with you

Your policy is a contract of insurance between you and Zurich and contains all the details of the cover that we provide.

Your policy is made up of:

- the policy wording which begins on page 9 of this document. It tells you what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- the proposal, which is the information you provide to us when applying for insurance cover;
- your most current policy *schedule* issued by us. The *schedule* is a separate document unique to you, which shows the insurance details relevant to you. It includes any changes, exclusions, terms and conditions made to suit your individual circumstances and may amend the policy; and
- any other written change otherwise advised by us in writing (such as an *endorsement* or a supplementary PDS). These written changes vary or modify the above documents.

Please note, only those sections shown as covered in your *schedule* are insured.

This document is also the PDS for any offer of renewal we may make, unless we tell you otherwise. Please keep your policy in a safe place.

We reserve the right to change the terms of this product where permitted to do so by law.

## Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that you should be aware of when deciding to purchase our product. These things may affect the amount of the payment that we will make to you if you have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of your sum insured shown in your *schedule* or some other amount, factor or item specified in the relevant clause of this document.

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

## Basis of Settlement – Section 1

When Section 1 – Own Damage is selected, the basis of settlement is the value of *your taxi* immediately before the time of the loss or *damage*. In working out the value of *your taxi*, we take into consideration the depreciation of *your taxi* throughout the *period of insurance*. Please see page 18 for an example of how the value of *your taxi* is calculated.

## Basis of Settlement – Section 2

When Section 2 – Third Party Liability is selected, we have automatically included the Limits of Liability within the policy. We recommend you refer to page 21 and you review these limits to ascertain if they are adequate for your business requirements.

## Basis of Settlement – Section 3

When Section 3 – General Liability is selected, we have automatically included the Limits of Liability within the policy. We recommend you refer to page 25 and you review these limits to ascertain if they are adequate for your business requirements.

## Extensions of Cover

When you have a loss or *damage*, additional expenses may be incurred. For example, Removal of debris / load, Retrieval costs. We automatically provide for these extensions under Extensions of Cover within the policy.

Where these Extensions have limits, these limits (whilst additional to the sum insured), are sub-limited to either per event, per *vehicle* or per *period of insurance*. We suggest you review these limits to see if they are adequate for your business requirements.

Please refer to Extensions of Cover – Section 1 and 2 on page 24, Extensions of Cover – Section 1 on page 19, Extensions of Cover – Section 2 from page 22 and Extensions of Cover – Section 3 on page 25 for full particulars. Some of these major benefits are listed in 'Benefits of cover available' from page 8.

## Optional Extension of Cover

If the amount owing on *your taxi* is greater than the Taxi Value specified in the *schedule*, you may wish to consider the Optional Extension of Cover – Section 1 'Total loss of encumbered taxi' (refer to page 20).

## Excesses can apply

An *excess* will apply to claims made under each of these Sections. An *excess* is not an additional fee, charged by us at the time of making a claim. Rather, it is the uninsured first portion of a loss for which you are otherwise covered, ie the amount that you must contribute towards each claim.

The standard excess for Sections 1 and 2 is \$1,000, and the excess for Section 3 is \$250. We are able to provide options to quote higher excess alternatives in certain circumstances, which will alter your *premium*, dependent upon the options requested.

### Exclusions

This policy contains a number of Exclusions, some of which are common in insurance policies.

For example, we may not pay for loss or *damage* arising out of:

- unlawful acts (including unlicensed drivers);
- unroadworthy or unsafe vehicles;
- vehicle deterioration (rust, corrosion, and general wear and tear); or
- assault committed by you or at your direction.

Some of the exclusions may be less common, and as such may be unexpected. For example, Section 3 – General Liability in this policy excludes cover for 'Information technology hazards', such as *damage* to your computer programs as a result of a *computer virus*. Please refer to page 28 for the details of this Exclusion.

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 applicable to All Sections from page 12, Limitations and Exclusions applicable to Section 1 from page 18, Exclusions – Section 2 on page 22 and Exclusions – Section 3 from page 26.

### Terms and Conditions

Terms and Conditions applicable to All Sections sets out obligations with which you need to comply; such as the Accident and Claims procedure which requires 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. Please refer to page 14.

You should 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 the claim payment or cancel your policy.

### Make sure you have the cover you need

You should discuss with your intermediary the appropriate amounts and risks for which you need to be insured. If you do not adequately insure for the relevant risks you may have to bear any uninsured losses yourself.

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 make a claim.

### Change of circumstances

You should also advise your intermediary to notify us as soon as possible when your circumstances change which are relevant to your policy. For instance, if you purchase a new taxi, or you have added additional *accessories* to *your taxi*. If you do not tell your intermediary of these changes, in the event of you suffering a loss or *damage*, *your taxi* value or your *accessories* sum insured may not be adequate to cover your loss, or you may not even have any cover under your policy.

### Duty of Disclosure

Before you enter into a contract of general insurance with us, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to us every matter you know, or could reasonably be expected to know, is relevant to our decision whether to insure you and, if so, on what terms. This applies to all persons to be covered under this contract of insurance.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of general insurance. This duty however, does not require disclosure of a matter that:

- diminishes the risk to be insured;
- is of common knowledge;
- we know or in the ordinary course of our business we ought to know; and
- we indicate to you that we do not want to know.

## Non-disclosure or Misrepresentation

If you make a misrepresentation to us, or if you do not comply with your duty of disclosure and we issue the policy with terms and conditions that are different to the terms and conditions that would have been issued had there not been any misrepresentation, or your duty of disclosure had been complied with, then:

- we may reduce the cover provided so that we are placed in the same position as we would have been in, had there not been any misrepresentation and your duty of disclosure had been complied with;
- we may cancel the policy; or
- we may treat the policy as if it never existed if the misrepresentation or the non-compliance with your duty of disclosure was fraudulent.

## How we calculate your premium

The amount of your *premium* is determined by taking a number of different matters into account. You can seek a quote at any time.

It is important for you to know in particular that the *premium* varies depending on the information we receive from you about the risk to be covered by us. The higher the risk is, the higher the *premium* will be. Based on our experience and expertise as an insurer, we decide what factors increase our risk and how they should impact on the *premium*. Each insurer can do this differently.

We calculate your *premium* on the basis of information that we receive from you when you apply for insurance. Some other factors impacting premiums are:

- the type of *your taxi* (time restricted vehicles, peak service vehicles etc);
- the value of *your taxi*;
- the type of cover requested;
- Limits of Liability taken (Section 2 and Liability);
- the primary location of *your taxi*;
- accessories added to *your taxi*;
- your previous claims history;
- number of years insured with us;
- the level of excess selected; and
- the age of your policy with Zurich; and
- any Optional Extensions of Cover selected.

Your intermediary can arrange for you to be provided with a quote for a *premium*. You will need to give your relevant personal details to your intermediary at this time to enable us to calculate your *premium*.

Another important thing to know is that your *premium* also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to your policy. These amounts will be set out separately on your *schedule* as part of the total *premium* payable.

## How and when you pay your premium and what happens if you don't pay?

*Premiums* are charged and are payable on a yearly basis. Your intermediary can also tell you what other methods are available to make your *premium* payments.

Your intermediary will send you an offer of renewal of your insurance once a year, before your current *period of insurance* expires. If you do not pay your *premium* when due, your policy may lapse after 30 days and you will not be covered. You may be able to reinstate your policy after it lapses, but you must submit an application to us, which is subject to our reassessment of your personal circumstances at the time of application.

## No claim bonus

For operators with nine or fewer 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.

## Goods and Services Tax

The sum insured that you choose should exclude Goods and Services Tax (GST).

In the event of a claim made under this policy, if you are registered for GST, you will be required to pay the GST proportion based on your input tax credit entitlement. You can claim this back from the Australian Taxation Office (ATO) following settlement of your claim.

However, if you are not registered for GST or do not have an input tax credit entitlement of 100%, Zurich will only pay you the proportion of GST that you are not entitled to claim back from the ATO.

You must advise us of your correct input tax credit percentage where you are registered as a *business* and have an Australian Business Number. Any GST liability arising from your incorrect advice is payable by you.

## How to make a claim

If you need to make a claim against this policy, please refer to 'Accident and Claims procedures' under Terms and Conditions – Sections 1 and 2 from page 14. If you have any queries please contact your intermediary as soon as possible, or call us on 132 687.

## Privacy

Zurich is bound by the Privacy Act 1988 (Cth). Before providing us with any Personal or Sensitive Information ('Information'), you should know that:

We collect, use, process and store Personal Information and, in some cases, Sensitive Information about you in order to comply with our legal obligations, assess your application and, if your application is successful, to administer the products or services provided to you, to enhance customer service and/or product options or manage a claim ('purposes').

If you do not agree to provide us with the Information, we may not be able to process your application, administer your policy or assess your claims.

By providing us or your intermediary with your Information, you consent to our use of this Information which includes us disclosing your Information where relevant for the purposes, to your intermediary, affiliates of the Zurich Insurance Group Ltd, other insurers and reinsurers, our service providers, our business partners or as required by law within Australia or overseas.

Zurich may obtain Information from government offices and third parties to assess a claim in the event of loss or *damage*.

For further information about Zurich's Privacy Policy, a list of service providers and business partners that we may disclose your Information to, a list of countries in which recipients of your Information are likely to be located, details of how you can access or correct the Information we hold about you or make a complaint, please refer to the Privacy link on our homepage – [www.zurich.com.au](http://www.zurich.com.au), contact us by telephone on 132 687 or email us at [Privacy.Officer@zurich.com.au](mailto:Privacy.Officer@zurich.com.au)

## Cooling-off Period

After you apply for a Zurich product and you have received the policy document, you have 21 days to check that the policy meets your needs. Within this time you may cancel the policy and receive a full refund of any *premiums* paid, unless:

- you have made a claim or become entitled to make a claim under your policy; or
- you have exercised any right or power you have in respect of your policy or the policy has ended.

Your request will need to be in writing and forwarded to us via your intermediary or to the address shown on the back cover of this document.

Please note that in New South Wales before we are able to refund your *premium*, we will need to comply with Clause 22 of the Passenger Transport Regulation 2007.

You can cancel your policy at any time after the cooling-off period. Please refer to 'Cancellation' under Terms and Conditions from page 16.

## General Insurance Code of Practice

As a member of the Insurance Council of Australia Limited, we subscribe to the General Insurance Code of Practice.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The Code aims to:

- constantly improve claims handling in an efficient, honest and fair manner;
- build and maintain community faith and trust in the financial integrity of the insurance industry; and
- provide helpful community information and education about general insurance.

## Complaints and Disputes Resolution process

If you have a complaint about an insurance product we have issued or service you have received from us, please contact your intermediary to initiate the complaint with us. If you are unable to contact your intermediary, you can contact us directly on 132 687.

We will respond to your complaint within 15 working days. If you are not satisfied with our response, you may have the matter reviewed through our internal dispute resolution process, which is free of charge.

If you are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, you may refer the matter to the Financial Ombudsman Service (FOS), an independent and external dispute resolution scheme. The FOS is free of charge. FOS contact details are:

The Financial Ombudsman Service  
Freecall: 1300 78 08 08  
Post: GPO Box 3, Melbourne, Victoria 3001  
Website: [www.fos.org.au](http://www.fos.org.au)  
Email: [info@fos.org.au](mailto:info@fos.org.au)

## Financial Claims Scheme

Zurich is an insurance company authorised under the Insurance Act 1973 to carry on general insurance business in Australia. As such, we are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme, (FCS) which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 13 10 60.

## Repair Industry Code of Conduct

Zurich complies with the Repair Industry Code of Conduct.

In some instances, you may be able to select a repairer of your choice, otherwise we can recommend one for you. If we do not accept your choice of repairer, you must still co-operate with us to select another repairer that we both agree on.

When *your taxi* is repaired, the repairer may use re-usable parts or parts that are not manufactured by a supplier to *your taxi's* original manufacturer which:

- are consistent with the age and condition of *your taxi*;
- do not affect the safety or the structural integrity of *your taxi*;
- comply with *your taxi* manufacturer's specifications and applicable Australian Design Rules;
- do not adversely affect the post-repair appearance of *your taxi*; and
- do not void or affect the warranty provided by *your taxi* manufacturer.

In repairing *your taxi*, we may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs. We guarantee workmanship of the repairs authorised by us.

This guarantee is for the life of *your taxi* and is in addition to your statutory rights against the repairer and warranties that you have from the repairer directly. Wear and tear is not covered by this guarantee.

We will arrange for repairs authorised by us to be rectified at no cost to you, if we agree that the repairs are defective. Before we can arrange for any defective repairs to be rectified, you must give us the opportunity to inspect *your taxi*.

## Headings

Headings have been included for ease of reference, but do not form part of the policy.

## Updating this PDS

Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting your intermediary or us by using our contact details on the back cover of this PDS. Please note that we may also choose to issue a new PDS or a supplementary PDS in other circumstances.

# Benefits of Cover Available

The following is a summary only of the major benefits available under the policy.

Please refer to each Section for full details of coverage and applicable terms and conditions.

Types of cover available	Benefits of cover available	Page no
Comprehensive Cover	Section 1 – Own Damage and Section 2 – Third Party Liability together	17 & 21
Third Party Property Damage, Total Loss and Perils	Optional Limitation of Cover under Section 1	19
Third Party Property Damage only	Section 2 – Third Party Liability	21
General Liability	Section 3 – General Liability	25
<b>Section 1 – Own Damage</b>		
Emergency mitigation costs	Towing <i>your taxi</i> to the nearest place of safety in the event of an emergency	17
Delivery expenses	Reasonable cost of returning <i>your taxi</i> following theft	17
Accessories	Replacement, repair, removal and de-installation/re-installation costs of <i>accessories</i>	17
<b>Extensions of Cover – Section 1</b>		
New taxi replacement	If you purchased <i>your taxi</i> brand new and you suffer a <i>total loss</i> within the first year, we may replace <i>your taxi</i> with the same make, model or series	19
Locks / keys	Reimburse costs for locks / keys up to a maximum \$5,000 per <i>accident</i> , with no excess if no other loss or <i>damage</i> has occurred	19
Funeral expenses	Funeral expenses of up to a maximum of \$10,000 following an <i>accident</i>	19
<b>Optional Limitation of Cover – Section 1</b>		
Third party liability, total loss and perils	Cover for third party property damage (as outlined in Section 2), <i>total loss</i> , specified <i>perils</i> and own damage to <i>your taxi</i> (as outlined in Section 1) only	19
<b>Optional Extension of Cover – Section 1</b>		
Total loss of encumbered taxi	Up to an additional 10% limit of the Taxi Value	20
<b>Section 2 – Third Party Liability</b>		
Limit of Liability	Up to \$30,000,000 or the amount otherwise shown in the <i>schedule</i>	21
Legal costs	Reasonable legal costs incurred with our prior written permission, additional to the Limit of Liability	21
First aid costs	Reasonable expenses incurred for first aid costs to others as a result of an <i>accident</i>	21
<b>Extensions of Cover – Section 2</b>		
Supplementary bodily injury cover	Included to the Limit of Liability (excluding Northern Territory registered taxis)	22
Licensed drivers and passengers	Covered in the same manner and to the same extent which we provide to you	22
Standby taxi as substitute taxi	Included in Section 2 – Third Party Liability cover if <i>your taxi</i> is out of operation	22
<b>Extensions of Cover – Sections 1 and 2</b>		
Replacement vehicle	If you replace <i>your taxi</i> with a <i>replacement vehicle</i> , we will cover the <i>replacement vehicle</i> up to 14 days, pending receipt of full details	24
<b>Section 3 – General Liability</b>		
Limit of Liability	Up to \$20,000,000 or the amount otherwise shown in the <i>schedule</i>	25
Office cover	Cover for home office, tenancy of office premises and any private work in connection with your business of hiring <i>your taxi</i> for reward	25
Legal costs and authorised expenses	With our prior written consent, legal charges, expenses and costs in relation to an <i>occurrence</i> covered by the policy, in addition to the Limit of Liability	25
Partners or principals	Covered in the same manner and to the same extent which we provide to you	26
Property in physical or legal control	Covering your liability for <i>damage</i> to property that is not owned by you but which is in your physical or legal control, limited to \$500,000 in the aggregate, per <i>period of insurance</i>	27

# Taxi Insurance Composite Cover Policy Wording

## 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, 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* and can include:

- (a) global positioning system (incorporating data mobile terminal and associated cabling);
- (b) radio equipment and aerial;
- (c) surveillance camera;
- (d) safety screen;
- (e) EFTPOS equipment;
- (f) smart move systems; and
- (g) wheelchair ramp/hoist.

### 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) de jure or de facto, and which:

- (a) involves violence against one or more persons;
- (b) involves *damage* to property;
- (c) endangers life other than that of the person committing the action;
- (d) creates a risk to health or safety of the public or a section of the public; or
- (e) is designed to interfere with or to disrupt an electronic system.

### Advertising liability

*advertising liability* means:

- (a) libel, slander;
- (b) infringement of copyright or passing off of title or slogan;
- (c) unfair competition, piracy or idea misappropriation contrary to an implied contract; and
- (d) 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.

### Damage or damaged

*damage* or *damaged* means accidental physical damage, destruction or loss caused by:

- (a) fire, flood, hail, malicious acts, *accident*; or
- (b) someone stealing or attempting to steal *your taxi*.

### Dangerous goods

*dangerous goods* means any dangerous good specified under the most recent edition of the Australian 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**

This is the first amount of each claim which must be paid 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 licence for less than two years or is less than 25 years of age, the *insured* will pay an additional excess of \$750.

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.

- **Accessories excess**

If you make a claim for *damage* to *accessories* or an *accessory* only, the *insured* will pay \$250.

### Incidental contract

*incidental contracts* means:

- (a) any written rental agreement for lease of real or personal property that does not impose on *you*:
  - (i) an obligation to insure such property; or
  - (ii) liability to indemnify the lessor for *personal injury* or *property damage* for which the lessor is legally liable;
- (b) 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:

- (a) 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 any *computer virus*, worm, logic bomb, or trojan horse;

- (b) 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;
- (c) access to your intranet (meaning internal company information and computing resources) which is made available through the world wide web for your customers or others outside your organisation; and
- (d) 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 result, 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 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:

- (a) bodily injury, death, sickness, disease, shock, fright, mental anguish, psychiatric or psychological disorder or mental injury;
- (b) false arrest, false detention, wrongful imprisonment, malicious prosecution or humiliation;
- (c) defamation, libel, slander;
- (d) wrongful entry or wrongful eviction or other invasion of privacy; or
- (e) assault and battery committed by you or any of your employees 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:

- (a) physical damage to, or loss of or destruction of tangible property including subsequent loss of use of that property; and/or
- (b) loss of use of tangible property which has not been physically damaged or destroyed,

provided that:

- (i) such loss of use is caused by physical damage to or destruction of other tangible property; and
- (ii) this loss of use does not result from:
  - (A) delay or lack of performance of any contract or agreement by you or by others on your behalf; or
  - (B) 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 declared by us 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.

**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, lost and not recovered or *damaged* to the extent that we do not consider it economical to repair *your taxi*, and declare it to be a *total loss*.

**Watercraft**

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

**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, taxi meter, livery relating to the Taxi Cooperative or Taxi Company and external vacancy roof light (but not including any *accessories*). Where *your taxi* is a maxi or flash cab, your Taxi Values includes the fit out for your ramp/hoist, however the actual value of your wheelchair ramp/hoist are specified as *accessories* in your *schedule*.

*Your taxi* described in the *schedule* can include a vehicle purchased for use as a taxi for a period of 6 weeks from the date of purchase (or until the fit out is completed and the vehicle has been issued a Taxi plate, whichever occurs first). Coverage for this vehicle is only provided under this policy for any loss or *damage* sustained by the vehicle either:

- (a) while the vehicle is on the premises of a licensed motor vehicle repairer or a taxi radio base for the purposes of being fitted out as a Taxi; or
- (b) is being driven by the most direct route to or from a licensed motor vehicle repairer or a taxi radio base for the purposes of the vehicle being fitted out on those premises as a Taxi, or is otherwise parked in a secure location.

## Exclusions applicable to All Sections

### 1. War, confiscation, radioactivity, nuclear perils

We will not be liable for loss, *damage*, destruction, death, *personal injury*, illness, 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 resulting from:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- (b) any *act of terrorism*;
- (c) 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
- (d) radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

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*, death, *personal injury*, illness, 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.

### 2. Unroadworthy, unsafe vehicles and vehicle overloading

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:

- (a) used outside the *territorial limits*;
- (b) being used for an unlawful purpose;

- (c) 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;
- (d) loaded or carrying a number of passengers contrary to law; or
- (e) being driven by a person who was not licensed to drive:
  - (i) *your taxi* for the purpose of hiring *your taxi* for reward; or
  - (ii) *your taxi* for private use;

unless you can prove the driver's licence 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.

### 3. Unlawful acts (including unlicensed drivers)

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:

- (a) you or any person was driving *your taxi*:
  - (i) while *your taxi* was being used for any unlawful purpose;
  - (ii) as a result of, or occasioned by, you stealing, converting, absconding with, or otherwise misappropriating *your taxi*, or deliberately inflicting loss or *damage* with, or to *your taxi*.
- (b) you or any person was driving *your taxi*:
  - (i) whose faculties were impaired by any drug and/or intoxicating liquor; or
  - (ii) with 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; or
  - (iii) who refused to provide or allow the taking of a sample of breath, saliva, blood or urine for testing or analysis; or
  - (iv) who left the place where the *accident* or *occurrence* or incident of *damage* arose, before being legally allowed to do so.

- (c) you or any person driving with your consent and knowledge was not licensed to drive *your taxi*, or was disqualified from holding or obtaining such a licence.
- (d) *your taxi* was being driven by a person who was not legally licensed to drive *your taxi* in Australia.

Exclusions 3. (a), (b), (c) and (d) above shall not apply if you can prove that:

- (i) you had no reason to suspect that *your taxi* was being used in that manner; or
- (ii) you did not allow such use of *your taxi*; or
- (iii) the driver's licence 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;

and 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*.

#### 4. 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 the 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*.

#### 5. Unlicensed drivers

We will not provide cover for any person who was not a licensed taxi driver whilst in charge of *your taxi* for the purpose of hiring *your taxi* for reward.

This Exclusion shall not apply where you satisfy us that *your taxi* was being used without your approval and under circumstances outside your control.

#### 6. 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:

- (a) tested other than in connection with or whilst undergoing service or repair or purpose of sale;

- (b) used in any experiments;
- (c) 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
- (d) used in or prepared for any stunt or for film, video or audio recording.

#### 7. Pollution

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

- (a) *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);
- (b) *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;
- (c) the cost of removing, nullifying or cleaning up *pollutants* or contaminated substances; or
- (d) 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 a specific time and place during the *period of insurance*.

#### 8. Fines / penalties

We will not be liable to pay for:

- (a) fines or penalties imposed by law or assumed by you under any contract, warranty or agreement; and
- (b) liquidated, punitive, exemplary, aggravated or multiple aggravated damages.

#### 9. Fraud

Subject to the limitations imposed on us by the Insurance Contracts Act 1984, 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.

**10. Non-approved fuel systems**

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.

**11. 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.

**12. 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 debt.

**13. 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, anyone acting on your behalf or any other covered persons.

**14. Acquisition of companies**

We will not be liable for any claim arising from loss or *damage* to *your taxi*, resulting from:

- (a) any company or other legal entity acquired during the *period of insurance*; or
- (b) any property or liability associated with such company or any other legal entity or business undertaking or operation.

**15. 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.

**16. 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:

- (a) *watercraft*;
- (b) *aircraft*, and any property used for the purpose of an airport or any *aircraft* landing strip; or
- (c) *hovercraft*.

**Terms and Conditions applicable to All Sections**

**1. Use of your taxi**

*Your taxi* must not be:

- (a) used outside the *territorial limits*;
- (b) used for an unlawful purpose;
- (c) used in an unsafe or unroadworthy condition;
- (d) loaded or carrying a number of passengers contrary to law;
- (e) driven by a person not licensed to drive *your taxi*; or
- (f) driven by a person:
  - (i) whose faculties were impaired by any drug and/or intoxicating liquor;
  - (ii) with a percentage of alcohol and/or drugs in their breath, saliva, blood or urine in excess of the percentage permitted by the law of the State or Territory where the incident of *damage* occurred;
  - (iii) who refused to provide or allow the taking of a sample of breath, saliva, blood or urine for testing or analysis; or
  - (iv) who left the place where the *accident* arose, before being legally allowed to do so.

**2. Excess**

You must pay the *excess* in respect of each and every *accident*, theft, *occurrence*, attempted theft and incident of *damage* which results in a claim under the policy.

**3. Accident and Claims procedure**

- (a) (i) Section 1 – Own Damage  
You must advise us in writing within 30 days of any *accident*, theft, *occurrence*, attempted theft or incident of *damage* involving *your taxi*. Failure to report within 30 days may result in your *excess* being increased based on the following reported days:
  - A. within 30 to 60 days: *excess* is doubled;
  - B. within 60 to 90 days: *excess* is tripled;
  - C. over 90 days: *excess* is tripled or your claim may be denied.

- (ii) Section 2 – Third Party Liability; and
- (iii) Section 3 – General 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*.

- (b) If *your taxi* is *damaged*, we may direct you to a preferred repair firm to undertake the repair of *your taxi*.
- (c) 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 immediately. Failure to do so may result in you being liable for legal costs and interest incurred prior to notifying us.
- (d) 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.
- (e) When requested by us, you shall, at our expense, do all such things that are 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.
- (f) You shall supply any information and assistance that we may require.
- (g) You must take all reasonable precautions to prevent further loss, *damage*, *personal injury*, *property damage* or *advertising liability*.
- (h) You must allow us to enforce:
  - (i) in your name and on your behalf, any legal rights held by you; or
  - (ii) in the name and on behalf of any other party covered by the policy, any legal rights held by them.

- (i) You must allow us to negotiate, defend or settle any claim against:
  - (i) you in your name and on your behalf; or
  - (ii) any other party covered by the policy, in their name and on their behalf.
- (j) We shall be entitled to take legal proceedings in your name and/or in the name of any other party covered by the policy including the defence, settlement or prosecution of any claim, at our sole discretion.

#### 4. Encumbered taxi

If *your taxi* is encumbered (ie under finance) and we declare *your taxi* to be 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 other similar agreement, in order to terminate that agreement.

#### 5. Payments in respect of Goods and Services 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 Services 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 Services Tax) Act 1999 had the payment been applied to acquire such goods, services or supply.

#### 6. Other insurance

If there is any other insurance policy in place in respect of *your taxi* or in respect of any liability you may incur, you must advise us of the particulars of that other insurance policy when making a claim.

## 7. Cancellation

- (a) (i) You may cancel Section 1 and/or the Section 3 – General Liability 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 and/or Section 3 has been in force, plus our administration expenses in cancelling Section 1 and/or Section 3 of the policy. Our administration expenses are calculated at 10% of the pro rata return *premium*. We will be entitled to retain any tax or duty paid or owing for which we are unable to obtain a refund.

- (ii) Subject to you supplying satisfactory proof 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 the 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 plus our administration expenses in cancelling Section 2 of the policy. Our administration expenses are calculated at 10% of the prorata return *premium*. We will be entitled to retain any tax or duty paid or owing for which we are unable to obtain a refund.

However 7 (a) (i) and (a) (ii) above will not apply to the Cooling-off Period provision noted in this policy. Please refer to page 6.

- (b) We may cancel the policy by giving you written notice where you have:
- (i) failed to comply with your Duty of Disclosure;
  - (ii) made a misrepresentation to us before the policy was entered into;
  - (iii) failed to comply with a provision of the policy including your failure to pay the *premium*;

- (iv) made a fraudulent claim under the policy or any other policy during the time the policy has been in effect; or

- (v) failed to notify us of a specific act or omission as required by the policy.

- (c) Where we are entitled to cancel the policy, the cancellation will become effective from the later of:

- (i) 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 you prove that through no fault of your own, you did not receive it);
  - (ii) any other time specified in the notice of cancellation; or
  - (iii) the date on which you arrange alternative insurance;
- whichever occurs first.

- (d) Where we cancel the policy, we will retain the *premium* which applies to the period the policy has been in force.

## 8. Proper law and jurisdiction

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

## 9. 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 the Department of Transport, the Roads and Traffic Authority or any other appropriate regulatory body for the safety of *your taxi* and for the carriage of passengers, goods or merchandise.

# 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

### 1. Damage cover

If during the *period of insurance your taxi is damaged*, we will at our option:

- (a) pay to the repairer the cost of repairing the *damage to your taxi*; or
- (b) pay you the amount calculated in accordance with the Limitations and Exclusions to Section 1.

### 2. Additional covers

In addition we will:

- (a) pay for the reasonable cost of protecting *your taxi* and moving it to the nearest place of safety following *damage*, or after *your taxi* has been located following theft;
- (b) pay for the reasonable cost of returning *your taxi* to you after it has been located following theft;
- (c) 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:
  - (i) such conditions under maritime law apply; and
  - (ii) the ship is sailing between places within the *territorial limits*;
- (d) 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:
  - (i) repair or replacement of *your taxi's* windscreen and/or windows;
  - (ii) the towing of *your taxi* to the nearest place of safety;
  - (iii) the reasonable costs of arranging for the clean up and/or removal of debris following an *accident* involving *your taxi*; or
  - (iv) 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*.

### 3. Accessories

If during the *period of insurance* any of the *accessories* are *damaged*, we will, at our option, pay the replacement, repair, and/or the removal and re-installation costs of those *accessories* in accordance with the following:

- (a) If we declare *your taxi* to be a *total loss* and where the *accessories* are salvageable then we will pay for the removal (de-installation) and re-installation of such items, in accordance with the following:
  - (i) we will only pay the de-installation and re-installation costs provided the removal, repair costs and re-installation costs are less than the Sum Insured specified for *accessories* in the *schedule* (less any salvageable amount). If the total costs of the de-installation, re-installation and repair are equal to, or greater than that Sum Insured, then that Sum Insured is to be paid out;
  - (ii) de-installation costs are limited to:
    - A. \$100 for the global positioning system – GPS (incorporating data mobile terminal and associated cabling), radio equipment and aerial and smart move systems;
    - B. \$50 for surveillance camera and safety screen equipment; and
    - C. \$50 for EFTPOS equipment.All values exclude GST;
  - (iii) re-installation costs are limited to:
    - A. \$350 for the global positioning system – GPS (incorporating data mobile terminal and associated cabling), radio equipment and aerial and smart move systems;
    - B. \$250 for surveillance camera and safety screen equipment; and
    - C. \$50 for EFTPOS equipment.All values exclude GST.
- (b) If we do not declare *your taxi* to be a *total loss*, but the *accessories* are *damaged*, we will pay the lesser of:
  - (i) the cost to repair the *accessories* or *accessory*; or
  - (ii) the Sum Insured specified for *accessories* in the *schedule*.

## Limitations and Exclusions applicable to Section 1

1. The maximum amount we will pay under Section 1 for *your taxi* will be the Taxi Value shown in the *schedule*, less any salvage in respect of the taxi meter of \$200 and external vacancy roof light of \$150 and less depreciation calculated as follows:

- (a) in respect of the period relating to the first year of registration as a taxi, the Taxi Value (less any salvageable amount) will be depreciated at the First Year's Monthly Depreciation Rate shown in the *schedule* for any part of that period which falls within the *period of insurance*. This will be calculated by multiplying the First Year's Monthly Depreciation Rate, by the Taxi Value shown in the *schedule* and then by the number of months (or any part of a month) 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;

### An example:

Assuming a *total loss* occurs eight months after commencement of cover, and at inception of the policy, a taxi is valued at \$20,000. Eg. First Year's Monthly Depreciation Rate is 2.5%.

Calculations are as follows after deduction of any salvageable amounts:

$$2.5\% \text{ (First Year's Monthly Depreciation Rate)} \\ \times \$20,000 \text{ (Taxi Value)} = \$500$$

$$\$500 \times 8 \text{ (number of months)} = \$4,000 \\ \text{(depreciation)} \$20,000 - \$4,000 = \$16,000.$$

The taxi is valued at time of loss at \$16,000, prior to deduction of any applicable excesses.

- (b) in respect of any other period, the Taxi Value (less any salvageable amount) will be depreciated at the Subsequent Depreciation Rate shown in the *schedule* for any part of that period which falls within the *period of insurance*. This will be calculated by multiplying the Subsequent Depreciation Rate shown in the *schedule*, by the Taxi Value shown in the *schedule* and then by the number of months (or any part of a month) 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;

- (c) de-installation costs are limited to:
- (i) \$50 for the taxi meter; and
  - (ii) \$50 for external vacancy roof light.
- All values exclude GST;
- (d) re-installation costs are limited to:
- (i) \$150 for the taxi meter;
  - (ii) \$150 for external vacancy roof light; and
  - (iii) \$2,000 for livery of *your taxi*.
- All values exclude GST;

2. 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*;

3. We will not pay for:

- (i) any loss resulting from you not being able to use *your taxi* or the *accessories*, including consequential loss, inconvenience or other detriment of any kind;
- (ii) depreciation;
- (iii) *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 this gradual deterioration, failure or malfunction if these defects could not have been reasonably detected by you;
- (iv) *damage* to, or replacement of tyres caused by the application of brakes or by road punctures, cuts or bursts or by wear and tear;
- (v) *damage* to *your taxi* or the *accessories* as a result of lawful seizure, confiscation, nationalisation or requisition of *your taxi*;
- (vi) 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;
- (vii) claims for property in your custody or control other than *your taxi* or the *accessories*;
- (viii) loss or *damage* intentionally caused by you or a person acting with your permission;

- (ix) *damage* to any advertising fixtures or signs attached to *your taxi*; or
  - (x) 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;
4. *Standby taxis* are excluded from Section 1, unless otherwise insured by the owner of the *standby taxi*, with us;
  5. In the event that we declare *your taxi* to be a *total loss* and you are at fault, we will not refund any *premium* in respect of the unexpired portion of the *period of insurance*.

However, if you are 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

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, and shall not be deemed cumulative.

#### 1. New taxi replacement

If at the time *your taxi* first suffers *damage* and it:

- (a) is a sedan or station wagon without wheelchair accessible modifications; and
- (b) was purchased brand new and is less than one year old from the date of purchase; and
- (c) is a *total loss*;

we will 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:

- (i) *your taxi* model has been deleted from a manufacturer's range; or
- (ii) *your taxi's* model is superseded by a vehicle that is in our opinion significantly different to *your taxi*; or
- (iii) *your taxi* was bought as an end of series, run-out or demonstration model;

we may, at our option, 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 'New taxi replacement' Extension as a basis of settlement, we will then settle on the Taxi Value (less any salvageable amount), less the First Year Depreciation Rate calculated in accordance with Limitations and Exclusions Applicable to Section 1.

#### 2. 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*.

Nil excess will apply if no other loss or *damage* has occurred to *your taxi*.

#### 3. 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 driver's next of kin, funeral expenses up to a maximum amount of \$10,000.

### Optional Limitation of Cover – Section 1

#### 1. Third party liability, total loss and perils

When only Third Party Liability, Total loss and Perils is specified in the *schedule*, *your taxi* is covered during the *period of insurance* for:

- (a) liability arising from loss or *damage* under Section 2 of this policy;
- (b) a *total loss*;
- (c) a *peril*; or
- (d) *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

### 1. Total loss of encumbered taxi

If *your taxi* is shown as encumbered (ie under finance) in the *schedule* and you have chosen this Optional Extension of Cover and:

- (a) Section 1 is shown in the *schedule*; and
- (b) *your taxi* is a *total loss*; and
- (c) *your taxi* is the subject of a lease agreement or other similar agreement; and
- (d) the terms of the lease 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
- (e) the amount of the termination payment is greater than the amount we will pay you in respect of *your taxi*; and
- (f) 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 payment 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 less applicable depreciation, shown in the *schedule*.

#### **An example:**

The termination payment is \$10,000. We work out the settlement for this claim based on the Taxi Value being \$8,500 at the time of the loss. The policy has a \$1,000 excess.

We need to take into account that the maximum amount we pay is limited to 10% of the Taxi Value.

To settle the claim in this instance, we would pay \$8,350 calculated as follows:

Taxi Value	\$8,500
Less excess	\$1,000
Total we would normally pay you	\$7,500
Plus up to 10%	\$ 850
Maximum we would settle is up to	\$8,350

# 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

### 1. 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:

1. you;
2. 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;
3. any person in or on, or getting in or on, or getting out of, or off *your taxi* with your permission; or
4. the legal representatives of any deceased person to whom cover is provided in 1 to 3 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:

- (a) *damage* to property;
- (b) the costs incurred as a result of fire, explosion, falling, leakage or spillage of transported goods, in or on, or from *your taxi*; and
- (c) death or bodily injury, but we will not pay:
  - (i) if you or any other person entitled to cover under this Section 2 – Third Party Liability 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; or
  - (ii) for any claim for which you or any other person entitled to cover under this Section 2 – Third Party Liability 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.

The persons to whom cover is provided under 2 to 4 above are referred to in this policy as 'other covered persons'.

### 2. 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, 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 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 of the legal costs and expenses. Our proportion will be that 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*.

### 3. 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*.

## Limitations of Cover – Section 2

The Limit of Liability for Third Party Liability is \$30,000,000 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.

### 1. 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:

- (a) any licensed taxi driver using *your taxi* with your authority for the purpose of hiring *your taxi* for reward;
- (b) any licensed driver using *your taxi* with your authority for private use;
- (c) 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*;
- (d) your employer, partner or principal.

## Extensions of Cover – Section 2

### 1. Liability for personal injury

- (a) 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
- (b) at the time of such *personal injury*, *your taxi* was legally required to:
  - (i) be registered; or
  - (ii) have third party bodily injury insurance; and
- (c) at the time of such *personal injury* *your taxi* complies with all legal requirements to be registered or have third party bodily injury insurance; and
- (d) indemnity is not provided for your liability to pay compensation for that *personal injury* covered by any statutory indemnity fund or legally required insurance; and
- (e) indemnity is not provided for your liability to pay compensation for that *personal injury* covered by the Liability Section of this policy;

then:

we will pay the amount of compensation that you are legally required to pay for that *personal injury*.

However any payment made under this Extension of Cover will reduce the applicable Limit of Liability for Third Party Liability.

Furthermore, Extensions of Cover – Section 2 shall not apply:

- (i) if *your taxi* is registered in the Northern Territory of Australia; or
- (ii) Section 3, the General Liability Section of this policy is not shown in your *schedule* as covered.

### 2. 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.

### 3. Standby taxi as substitute taxi

- (a) 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:
  - (i) the *standby taxi* has your current tax plate fitted; and
  - (ii) that tax plate number is insured with us, at the time of the *accident* or *occurrence*.
- (b) In the event *your taxi* is declared a *total loss* by us, we will extend such cover for a further seven days beyond the date of settlement in respect of *your taxi*, whereby cover shall cease:
  - (i) seven days after date of settlement; or
  - (ii) when a *replacement vehicle* has been registered to the existing tax plate,whichever is the earliest, and as such, this policy shall be deemed cancelled in full, with nil return *premium* being payable.

## Exclusions – Section 2

We will not pay for:

### 1. Property in custody or control

loss or *damage* to property that is owned by you or any other covered persons, or leased or rented to you or any *other covered persons* or property in the physical or legal control of the driver of *your taxi*.

For the purpose of this Exclusion only:

- (a) *employees'* or visitors' vehicles, whilst contained within your car park or premises; and
  - (b) premises leased or rented to you,
- are not deemed to be in your custody or control.

### 2. Employer's liability

death or *personal injury* to any person:

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

### 3. Death / personal injury

death or *personal injury*:

- (a) 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;
- (b) 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;
- (c) to you or any person in charge of *your taxi*;
- (d)
  - (i) to any person related to you; or
  - (ii) to any person related to the person in charge of *your taxi*, by way of birth, marriage or defacto relationship;
- (e) to any person with whom you ordinarily reside or who ordinarily resides with you;
- (f) to any *employee*, agent, contractor, or sub-contractor employed or engaged by any person entitled to indemnity under this policy;
- (g) to any person in or on, getting in or on, or getting out of, or off any bus, coach or caravan, whether registered or deemed to be registered;
- (h) 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;
- (i) to any person injured by a Northern Territory registered vehicle; or
- (j) where at the time of the *accident*, you did not have in force a current general liability or public liability policy pertaining to your business operations.

### 4. Statutory liability

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

### 5. Pollution

- (a) death or *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);
- (b) death or *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;
- (c) the cost of removing, nullifying or cleaning up *pollutants* or contaminated substances; or
- (d) 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*.

### 6. Vibration / vehicle weight

*damage* to property that is caused by:

- (a) vibration; or
- (b) the weight of *your taxi* exceeding any lawful requirements or advisory signs.

In addition to these Exclusions, please refer to Exclusions of Covers – Sections 1 and 2 which are applicable to this policy.

## Extension of Cover – Sections 1 and 2

### 1. Replacement vehicle

- (a) If you replace *your taxi* with a *replacement vehicle*, we will hold you covered on the existing terms and conditions noted on your *schedule*, for your *replacement vehicle* for 14 days from the date of replacement, subject to the following:
  - (i) within the 14 days you provide to us the same details in respect of that *replacement vehicle* as are set out in the Taxi Details section of the *schedule*; and
  - (ii) you pay any additional *premium* we 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*.
- (b) 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 impose as applicable to that further period.
- (c) *Standby taxis* are excluded from this extension, unless otherwise insured by the owner of the *standby taxi*, under Section 1, with us.

# Section 3 – General Liability

When Liability is shown in the *schedule*, we will provide the cover described in this section.

## Cover

Our liability to pay compensation as a result of an *occurrence* shall not exceed the Limit of Liability which is \$20,000,000, or the amount shown in the *schedule*.

We will, subject to the terms and conditions of this policy, pay the amount of compensation that you are legally required to pay for:

- *personal injury*;
- *property damage*; and/or
- *advertising liability*,

in connection with the business of hiring *your taxi* for reward (including assisting passengers getting in and out of *your taxi*), as a result of an *occurrence* happening during the *period of insurance* within the *territorial limits*. This also includes your home office, tenancy of office premises in running *your taxi* business and any private work carried out by your employees with your consent for any of your directors or senior executive officers, directly in connection with the business of hiring *your taxi* for reward.

However:

- (a) we will not pay more than the Limit of Liability for Liability shown in the *schedule* in respect of any one *occurrence*; and
- (b) all *personal injury* and all *property damage* claims happening during the *period of insurance* that result from:
  - (i) one original source; or
  - (ii) one original cause,shall be considered to have been caused by a single *occurrence*;
- (c) all *advertising liability* damages 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*.

## Extensions of Cover – Liability

### 1. Additional payments

In addition to the Limit of Liability we will pay as additional payments all:

- (a) reasonable legal costs and expenses incurred by you with our written consent in the defence of any claim;
- (b) expenses incurred by you for first aid to others;
- (c) reasonable expenses incurred by you for the temporary repair or shoring up or preservation of property which has been damaged; and
- (d) interest accruing after entry of judgment against you until we have paid, tendered or deposited in court such part of the judgment as does not exceed the Limit of Liability, resulting from an *occurrence* which is otherwise covered by this policy, provided that:
  - (i) if a payment exceeding the Limit of Liability has to be made to dispose of a claim, our liability to pay any additional payments shall be limited to that proportion of those amounts as the Limit of Liability bears to the amount paid to dispose of the claim;
  - (ii) we shall not be obligated to pay any compensation or additional payments, or judgment or to defend any suit after our Limit of Liability has been exhausted by payment of claims, judgments and/or settlements.

In the event you are a party to claim, legal proceedings, inquiry or hearing which is covered only in part by this policy, Zurich will endeavour to allocate the costs and/or expenses in a fair and proper way with you. However if agreement cannot be reached, Senior Counsel (to be mutually agreed upon by both parties) shall determine a fair and proper allocation. At its discretion, Zurich may continue to pay such costs and/or expenses as it considers appropriate, until such time as Senior Counsel makes a determination.

### 2. Cover for others

In the same manner and to the same extent that we provide cover to you, we will provide cover under Section 3 of the policy to the following:

- (a) any of your directors, executive officers, partners or employees while acting within the scope of their duties in such a capacity in connection with *your taxi*;

- (b) any of your directors, executive officers or partners for liabilities arising from the private work undertaken by your employees for those directors, executive officers or partners;
- (c) any principal but only for its liability for *personal injury* or *property damage* that is directly caused by your performance of the work for that principal and only to the extent that we would cover you under Section 3 for your liability to that principal had it made a claim against you in respect of the circumstances giving rise to its liability;

However:

- (i) where the work was carried out by you in an attempt to comply with a contract to perform work, that was made between you and that principal; and
- (ii) our liability shall not exceed the lesser of the minimum amount of liability cover required by the contract to perform the work and the Limit of Liability for Section 3 shown in the *schedule*; and

for the avoidance of doubt, it is further provided that where a principal makes a claim under (c) above, the 'Employer's liability' Exclusion shall apply so that we will not pay for that principal's liability for *personal injury* to any person in the service of either:

- (i) you; or
- (ii) that principal;
- (d) any other entity incorporated in the Commonwealth of Australia under the control of the Insured named in the *schedule* and over which it is exercising active management;
- (e) any licensed taxi driver whilst solely under contract to you, where that taxi driver is not deemed to be your employee.

However 2 (e) above shall not apply to any licensed taxi driver who complies with the South Australian Passenger Transport Act 1994, whether or not they comply under the South Australian Passenger Transport (General) Regulations 1994, and take out their own personal liability insurance.

## Exclusions – Liability

This Liability Section does not cover:

### 1. Employer's liability

- (a) *personal injury* to any person arising out of, or sustained in the course of, the employment of such person in your service, or through the breach of any duty owed to that person, where you:
  - (i) are indemnified or entitled to be indemnified (either in whole or in part and/or whether such insurance is limited in amount or not) in respect of claims for damages under a policy of insurance (which expression includes arrangements made by you to provide accident insurance for any of your workers under a licence to self insure) arranged (whether by law or not) in accordance with any workers' compensation legislation or accident compensation legislation; or
  - (ii) would have been indemnified or entitled to be indemnified (either in whole or in part and/or whether such insurance is limited in amount or not) had you arranged a policy of insurance as required by such legislation;
- (b) *personal injury* to any person arising out of, or sustained in the course of the employment of such person in your service in Western Australia, other than a person of whom you are deemed to be an employer by reason only of Section 175 of the Workers' Compensation and Injury Management Act 1981 (WA);
- (c) *personal injury* arising out of the harassment, libel, slander, defamation or humiliation of, or discrimination against, any person while in your service or while employed by you;
- (d) mental anguish, shock or fright suffered by any person arising out of, or in the course of, that person's employment by, or service to you;
- (e) liability of a type in respect of which indemnity previously would have been provided under a policy of insurance arranged in accordance with any workers compensation legislation or accident compensation legislation, but in respect of which indemnity has been withdrawn or reduced as a consequence of a change to the scope, terms, provisions, or requirements of such legislation made after the commencement of the current *period of insurance* of this policy;

- (f) any other liability imposed by the provisions of any workers compensation legislation or accident compensation legislation or any industrial award, agreement or determination; or
- (g) *personal injury* to:
  - (i) you or any person in charge of *your taxi*;
  - (ii) the spouse, defacto spouse, partner, parents, siblings or children of any person in (g) (i) above, or the parents, siblings or children of any of those persons;
  - (iii) any person you live with; or
  - (iv) any employee, agent, contractor or sub-contractor employed or engaged by any person entitled to indemnity under this section.

## 2. Vehicles

*personal injury* or *property damage* caused by or arising out of the ownership, use, possession, or control by you or *your taxi* or any attachment to *your taxi*:

- (a) which is registered; or
- (b) in respect of which registration or insurance is required by virtue of any legislation relating to vehicles; or
- (c) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not insurance is effected).

This Exclusion does not apply to claims for:

- (i) *personal injury* arising out of an *occurrence* which is partially (to the extent of that part) or totally outside the indemnity afforded under such compulsory liability insurance or other legislation relating to vehicles and where the reason the *occurrence* is outside the indemnity afforded by compulsory liability insurance or statutory indemnity does not involve a breach by you of legislation relating to vehicles;
- (ii) *property damage* arising out of and during loading and unloading of goods to or from any vehicle;
- (iii) *property damage* caused by the operation or use of any vehicle which is designed primarily for lifting, lowering, loading or unloading whilst being operated or used by you or on your behalf; or

- (iv) *property damage* caused by the use of any tool or plant forming part of or attached to or used in connection with any vehicle other than when travelling to or from any work site or transporting or carting goods.

Furthermore, this Exclusion will not apply to any false arrest, false detention or assault, referred to in points (b) and (e) in the definition of *personal injury*.

## 3. Property in physical or legal control

*property damage* to the following property that is not owned by you but which is in your physical or legal control:

- (a) any *aircraft*;
- (b) any *watercraft* that is not on dry land;
- (c) any vehicle or taxi leased to you;
- (d) any vehicle or taxi in a car park owned or operated by you for reward as a principal part of your business;
- (e) all other property, provided that we do cover your liability for:
  - (i) *property damage* to:
    - A. premises leased or rented to you;
    - B. premises that you temporarily occupy in order for you to carry out work; and
    - C. personal effects of your directors, employees and visitors;
 up to the Limit of Liability for Liability; or
  - (ii) *property damage* to all other property but subject to cover being limited in the aggregate to \$500,000 for all *property damage* to such property that results during the *period of insurance*.

## 4. Property owned by you

*property damage* to property that you own.

## 5. Professional services

*personal injury* or *property damage* that is caused by or arises from:

- (a) any professional service provided by you for a fee;
- (b) your failure to provide any professional service for which you would normally charge a fee; or
- (c) any error or omission in the professional service provided by you for a fee.

This Exclusion shall not apply to any first aid, medical, health or emergency services provided by you.

**6. Defamation, libel and slander**

the publication or utterance of a defamation, libel or slander, prior to the inception date of this policy or made at the direction of an *insured* person with knowledge of the falsity thereof.

**7. Contractual liability**

any liability or obligation you assume under any agreement or contract except to the extent that:

- (a) the liability or obligation would otherwise have been implied by law;
- (b) the liability or obligation arises from *incidental contracts*;
- (c) the liability or obligation you assumed under any warranty under the requirement of Federal or State legislation in respect to product safety;
- (d) the liability or obligation is assumed under those agreements specified in the *schedule*.

**8. Admission of liability**

any liability assumed by you solely through any admission made by you.

**9. Advertising liability**

*advertising liability* that is caused by or arises out of:

- (a) statements made by you or at your direction, with the knowledge of the illegality or falsity thereof;
- (b) a breach of contract, other than misappropriation of advertising ideas contrary to an implied contract;
- (c) an infringement or passing off of a trade mark, service mark or trade name on any products, goods or services sold, offered for sale or advertised, other than an infringement of titles or slogans;
- (d) the incorrect description of the price of products, goods or services;
- (e) the failure of products, goods or services to conform with advertised performance, quality, fitness or durability; or
- (f) acts, errors or omissions committed prior to the inception date of the Liability Section.

**10. Products liability**

*personal injury or property damage* that arises from any of *your products*.

**11. Your taxi and accessories**

*property damage to your taxi or accessories*.

**12. Assault and battery**

*personal injury or property damage* arising directly or indirectly out of assault and battery committed by you or any of your directors, executive officers, partners or employees.

This Exclusion will not apply when such assault and battery is committed for the purpose of preventing or eliminating danger to persons or property.

**13. Tobacco or tobacco smoke**

*personal injury or property damage* arising directly or indirectly out of the inhalation or ingestion of, or exposure to tobacco or tobacco smoke or any ingredient or additive present in any articles, items or goods which contain or include tobacco.

**14. Information technology hazards**

- (a) any liability arising out of *your internet operations*; or
- (b) *property damage* to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
  - (i) the use of any computer hardware or software;
  - (ii) the provision of computer or telecommunication services by *you* or on *your* behalf; or
  - (iii) the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any *computer virus*.

However this Exclusion does not apply to:

- (i) *personal injury, property damage or advertising liability* arising out of any material which is already in print by the manufacturer in support of any of its *products*, including but not limited to *product* use and safety instructions or warnings, and which is also reproduced on its site; or
- (ii) liability which arises irrespective of the involvement of *your internet operations*.

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