

# AUSTRALIAN CAPITAL TERRITORY.

## Regulations 1947. No. 4.\*

### Regulations under the Motor Traffic Ordinance 1936-1947.

I HERBERT VICTOR JOHNSON, the Minister of State for the Interior, in pursuance of the powers conferred upon me by the *Motor Traffic Ordinance* 1936-1947, hereby make the following Regulations.

Dated this thirteenth day of November, 1947.

VICTOR JOHNSON  
Minister of State for the Interior.

#### MOTOR VEHICLE (THIRD PARTY INSURANCE) REGULATIONS.

1. These Regulations may be cited as the Motor Vehicle (Third Party Insurance) Regulations. Citation.

2.—(1.) In these Regulations, unless the contrary intention appears— Definitions.

“certificate of insurance” means a certificate referred to in regulation 5 of these Regulations;

“premium classification” means a classification specified in the First Schedule to these Regulations;

“the Ordinance” means the *Motor Traffic Ordinance* 1936, as amended from time to time.

(2.) In these Regulations, any reference to a form shall be read as a reference to a form in the Second Schedule to these Regulations.

3.—(1.) The Motor Hire Car Regulations are amended—

(a) by omitting from regulation 4 the words, figure and letter “Part IA.—Insurance”; and Amendment of certain Regulations.

(b) by omitting Part IA.

(2.) The Motor Omnibus Regulations are amended—

(a) by omitting from regulation 3 the words and figures “Part II. and”; Subs.

\* Notified in the *Commonwealth Gazette* on 27th November, 1947.

- (b) by omitting from regulation 4 the words and figures "Part II.—Insurance"; and  
 (c) by omitting Part II.

Forms of third party policy.

4.—(1.) A third party policy shall be in accordance with Form A or Form B, as the case requires.

(2.) A renewal of a third party policy shall be in accordance with Form C or Form D, as the case requires.

(3.) Particulars of the relevant premium classification shall be appended to each third party policy or renewal of a third party policy.

Form of certificate of insurance.

5.—(1.) A certificate of insurance issued in pursuance of section 41F of the Ordinance shall—

(a) where it has reference to the issue of a third party policy—be in accordance with Form E or Form F, as the case requires; and

(b) where it has reference to the issue of a renewal of a third party policy—be in accordance with Form G or Form H, as the case requires.

(2.) Particulars of the relevant premium classification shall be appended to each certificate of insurance so issued.

(3.) The size of each certificate of insurance shall be 9 inches in length and 5¼ inches in width.

Form of property damage policy.

6.—(1.) A property damage policy shall be in accordance with Form J.

(2.) A renewal of a property damage policy shall be in accordance with Form K.

Form of property damage certificate.

7. A certificate of insurance issued in pursuance of section 41AM of the Ordinance shall—

(a) where it has reference to the issue of a property damage policy—be in accordance with Form L;

(b) where it has reference to the issue of a renewal of a property damage policy—be in accordance with Form M.

Returns relating to claims.

8.—(1.) Every authorized insurer shall, not later than the thirty-first day of March in each year, furnish to the Registrar returns (in duplicate) in accordance with Form O and Form P in respect of the year ending on the previous thirty-first day of December:

Provided that the first returns in accordance with those Forms shall be in respect of the period commencing on the third day of November, 1947, and ending on the thirty-first day of December, 1947.

(2.) Any person who knowingly makes or delivers a return which is false in any particular shall be guilty of an offence.

Penalty: Fifty pounds.

Lost, stolen, &c., policy or certificate.

9. Where a statutory declaration is lodged with an authorized insurer declaring that a third party policy or a certificate of insurance, issued by that insurer, has been lost, stolen, destroyed or mislaid or has

gone astray, the authorized insurer may, upon application by the person to whom the policy was issued and payment of a fee of Two shillings and sixpence, issue a substitute policy or certificate, as the case requires, bearing an endorsement that it is a substitute.

10. Where any particulars on a third party policy or a certificate of insurance are illegible and the policy or certificate is surrendered to the authorized insurer, that insurer shall, on application by the person to whom the policy was issued, issue a substitute policy or certificate bearing an endorsement that it is a substitute.

Defaced policy  
or certificate.

11. The rate payable in respect of the conveyance of injured persons whose injuries have been caused by, or arisen out of, the use of a motor vehicle shall be—

Rates payable  
in respect of  
conveyance of  
injured persons

- (a) in the case of conveyance by ambulance—the rate prescribed under the Canberra Community Hospital By-laws; and
- (b) in the case of conveyance by public motor vehicle—the prescribed rate for conveyance of passengers.

12. Where a certificate of insurance is issued in relation to a motor vehicle which is about to be submitted for registration (not being a renewal of registration), the motor vehicle shall not, during the period between the commencement of the insurance, as stated in the certificate of insurance, and the commencement of the registration, be used except for the purpose of proceeding by the nearest practicable route—

Use of vehicle  
about to be  
registered.

- (a) to the office of the Registrar for registration; or
- (b) to the nearest convenient place at which any necessary repairs or adjustments to the vehicle can be effected or evidence as to its fitness for registration can be obtained.

13.—(1.) The notice to be given in pursuance of section 41z of the Ordinance by the owner of an insured motor vehicle who sells or ceases to have possession of the motor vehicle shall be in accordance with Form Q.

Change in  
ownership of  
insured vehicle.

(2.) The notice to be given in pursuance of that section by the person who has purchased or acquired possession of the insured motor vehicle shall be in accordance with Form R.

14.—(1.) The notice to be given in pursuance of section 41AA of this Ordinance by the former owner of any business in respect of which a trader's plate is in issue shall be in accordance with Form S.

Change of  
ownership  
of trader's  
business.

(2.) The notice to be given in pursuance of that section by the new owner of the business shall be in accordance with Form T.

15.—(1.) Where the amount of a premium paid in respect of a third party policy has been determined by reason of the use of the insured motor vehicle for a particular purpose or purposes specified in one of the premium classifications, the motor vehicle shall not be used for any other purpose unless the authorized insurer has been notified of the intention to use the motor vehicle for that other purpose and the third party policy has been suitably endorsed by the authorized insurer.

Change in  
use of insured  
vehicle.

(2.) The owner of a motor vehicle who uses or who suffers causes or permits the motor vehicle to be used in contravention of the last preceding sub-regulation shall be guilty of an offence.

Penalty: Twenty pounds.

**Premium rates**

16. Subject to these Regulations, the maximum amount of premium which may be charged in respect of a third party policy in relation to a motor vehicle of any classification specified in the First Schedule shall be—

- (a) where the policy is expressed to be in force for a period of one year—the amount specified in the third column of that Schedule opposite to that classification; and
- (b) where the policy is expressed to be in force for any period other than one year—an amount calculated by adding to the sum of Two shillings and sixpence an amount which bears to the amount which would be payable in respect of a policy in force for a period of one year, the same proportion as the number of months (calculating part of a month as a month) in the period bears to twelve.

**Increases in premium—how calculated.**

17. Where, during the period for which a third party policy is in force, a change is made in the construction, use or ownership of an insured motor vehicle, or in the place at which it is usually garaged, and the change is of such a nature that a higher premium than that paid on the policy could be charged if a new third party policy were issued in respect of the motor vehicle, additional premium shall become payable by the owner of the motor vehicle as from the date of the change and shall be calculated by adding to the sum of Two shillings and sixpence an amount which bears to the difference between the premium which could be so charged and the premium paid the same proportion as the number of months in the unexpired portion of the period bears to the number of months in that period, part of a month being calculated as a month.

**Goods vehicles carrying passengers.**

18. The owner of the licensed goods motor vehicle in respect of which a permit has been issued under the Ordinance to carry passengers shall be liable to pay, in respect of the third party policy issued in relation to that motor vehicle, an additional premium not exceeding a sum comprising—

- (a) in the case of a permit for a period less than one month—
  - (i) an amount calculated at the rate of Two shillings and sixpence for each day or part of a day during which the permit is in force where the number of passengers authorized to be carried does not exceed fifteen and at the rate of Four shillings per day or part of a day during which the permit is in force where the number of passengers authorized to be carried exceeds fifteen; and
  - (ii) the sum of Two shillings and sixpence;

(b) in the case of a permit for a period of one month—

- (i) Ten shillings and sixpence where the number of passengers authorized to be carried does not exceed fifteen and Sixteen shillings where the number of passengers authorized to be carried exceeds fifteen; and
- (ii) the sum of Two shillings and sixpence.

19. Where more than one of the premium classifications, specified in the First Schedule, are applicable in respect of a motor vehicle, the maximum premium payable in respect of third party insurance of that motor vehicle shall be the highest of the prescribed maximum premiums applicable.

Overlapping  
premium  
classification.

## THE SCHEDULES.

### THE FIRST SCHEDULE.

Regulation 16.

#### PREMIUM CLASSIFICATION.

Number.	Class of Vehicle.	Premium.
1	<p><i>Private Motor Car.</i>—Any motor car, not included in Classes 6 to 12, both inclusive, which is used solely as set out in one or more of the following sub-paragraphs :—</p> <p>(a) For social, domestic or pleasure purposes</p> <p>(b) By the owner, being an individual, for his own carriage in relation to his profession, business or calling: Provided such profession, business or calling is not that of a commercial traveller or travelling salesman, or an insurance agent, canvasser, inspector or assessor, or an indent, manufacturer's stock, station, land or estate, agent</p> <p>(c) By a medical practitioner for the purposes of his profession</p> <p>(d) By or on behalf of the owner, being a primary producer, in connection with his operations as a primary producer</p> <p>(e) In connexion with the work of any hospital or charitable, benevolent or religious institution, or trade union, by or on behalf of the authority controlling such hospital, institution or union</p>	<p>£ s. d.</p> <p>0 10 0</p>
2	<i>Business Car.</i> —Any motor car not included in Class 1 or in Classes 6 to 12, both inclusive .. .. .	0 17 0
3	<p><i>Goods Vehicle.</i>—Any motor vehicle not included in Class 4, 5, 8, 9, 10, 11, 12 or 13, constructed principally for the conveyance of goods—</p> <p>(a) where the unladen weight does not exceed 2 tons .. .. .</p> <p>(b) where the unladen weight exceeds 2 tons .. .. .</p>	<p>0 16 0</p> <p>1 18 0</p>

## THE FIRST SCHEDULE—continued.

Number.	Class of Vehicle.	Premium.
		£ s. d.
4	<i>Goods and Passenger Vehicle.</i> —Any motor vehicle, not included in Class 5, 8, 9, 10, 12 or 13, which is constructed principally for the conveyance of goods and which is, in pursuance of a permit issued under the Ordinance for a period in excess of one month, authorized to carry not more than four passengers—	
	(a) where the unladen weight does not exceed 2 tons ..	1 9 0
	(b) where the unladen weight exceeds 2 tons ..	2 11 6
5	<i>Primary Producer's Goods Vehicle.</i> —Any primary producer's vehicle (except a motor car) not included in Class 13 or 14—	
	(a) where the unladen weight does not exceed 2 tons ..	0 13 0
	(b) where the unladen weight exceeds 2 tons ..	1 12 0
6	<i>Omnibus or Tourist Motor Vehicle.</i> —Any motor car in respect of which payment is received for the conveyance of passengers and which is authorized to convey such passengers on a specified route only or to tourist resorts or on sight-seeing tours only—	
	(a) where the vehicle has seating accommodation for more than six adult persons (including the driver) ..	7 5 0
	(b) where the vehicle has seating accommodation for not more than six adult persons (including the driver) ..	1 16 3
7	<i>Public Hire Car.</i> —Any motor car, not included in Class 6, 8 or 11 (b) ..	3 6 0
8	<i>Drive-Yourself Vehicle.</i> —Any motor vehicle which is let for hire (otherwise than under a hire purchase agreement) without the services of a driver but which does not stand in a public street for hire ..	4 17 6
9	<i>Motor Cycle.</i> —Any motor vehicle, not included in Class 10 or 12 which has less than four wheels and is steered by means of a handle bar or a tiller ..	0 16 6
10	<i>Fire Fighting Vehicle.</i> —Any motor vehicle used solely for fire-fighting purposes ..	0 7 6
11	<i>Undertaker's Vehicle.</i> —Any motor vehicle used solely as an undertaker's hearse ..	0 14 6
12	<i>Motor Trade Vehicles.</i> —	
	(a) Motor vehicles, other than motor cycles, to which a trader's plate is affixed ..	1 14 0
	(b) Motor cycles to which a trader's plate is affixed ..	0 17 0
	(c) Motor breakdown ambulance ..	1 0 6
13	<i>Trailer.</i> —Any trailer .. Provided that no premium shall be payable in respect of any trailer which is drawn at the rear of any other trailer	0 5 0
14	<i>(a) Tractor and Miscellaneous.</i> —	
	Any tractor and any motor vehicle, not included in Class 10, 12 or 13, which comprises an excavator, road grader, tar boiler, street flusher, chaff-cutter, crane or other machinery or apparatus and which is not constructed principally for the conveyance of persons or goods ..	0 7 6
	<i>(b) Any motor vehicle not otherwise classified in this Schedule ..</i>	0 7 6

## THE SECOND SCHEDULE.

Regulation 4.

FORM A.

## AUSTRALIAN CAPITAL TERRITORY.

*Motor Vehicle (Third Party Insurance) Regulations.*

## THIRD PARTY POLICY.

Name and address of authorized insurer.

Policy No.

Date.

## 1. Description of motor vehicle—

Make.

Body type.

Engine No.

Registered No.

## 2. Name and address of owner—

3. Period of insurance.—To commence on \_\_\_\_\_ and to terminate at  
midnight on the date of expiration of the registration of the motor vehicle  
(being a date not later than \_\_\_\_\_).

## 4. Amount of premium paid for issue of policy—

5. Limitation as to use.—Premium has been paid only for the use of the motor  
vehicle for the purposes set out in item \_\_\_\_\_ of the Table annexed hereto.  
The motor vehicle must not be used for any other purpose unless the policy  
is endorsed and extra premium (if any) paid.

Whereas the owner named herein has made application and paid a premium for the issue by the abovenamed insurer of a third party policy for the purposes of the *Motor Traffic Ordinance* 1936-1947, in relation to the motor vehicle described herein:

The insurer hereby agrees that during the period commencing and terminating as shown above, and during any period for which the insurer may renew this policy, the insurer shall insure the owner and any other person who at any time drives the motor vehicle, whether with or without the authority of the owner, jointly and each of them severally, against all liability (except a liability referred to in sub-section (2.) of section 41H of the said Ordinance) incurred by the owner and that person jointly, or by either of them severally, in respect of the death of or bodily injury to any person caused by or arising out of the use of the motor vehicle in any part of the Commonwealth of Australia: Provided that, where liability is incurred in a part of the Commonwealth other than the Australian Capital Territory, this policy shall indemnify the owner and that other person, as the case may be, only to the extent (if any) to which he is not insured against the liability pursuant to a law in force in that part of the Commonwealth requiring the insurance to be effected.

For [insert name of insurer]

Signature.

Office.

Where the policy relates to a trailer, insert (in lieu of particulars of the make, body type and engine number) a description of the trailer, followed by the words "and any trailer drawn at the rear thereof".

Particulars of premiums to be printed on back.

THE SECOND SCHEDULE—*continued.*

Regulation 4.

FORM B.

AUSTRALIAN CAPITAL TERRITORY.

Trader's Policy.

*Motor Vehicle (Third Party Insurance) Regulations.*

## THIRD PARTY POLICY.

Name and address of authorized insurer.

Policy No.

Date.

1. Description of motor vehicle—  
Any motor vehicle to which trader's plate No.                      is affixed.
2. Name and address of trader—
3. Period of insurance.—To commence on    and to terminate at  
midnight upon the date of expiration of the period for which the trader's  
plate is issued, namely,
4. Amount of premium paid for issue of policy—
5. Limitation as to use.—Premium has been paid only for the use of the motor  
vehicle for the purposes set out in item                      of the Table annexed hereto.  
The motor vehicle must not be used for any other purpose unless the policy  
is endorsed and extra premium (if any) paid.

Whereas the trader named herein has made application and paid a premium for the issue by the abovenamed insurer of a third party policy for the purposes of the *Motor Traffic Ordinance 1936-1947*, in relation to the use of motor vehicles to which the trader's plate mentioned herein is affixed:

The insurer hereby agrees that during the period commencing and terminating as shown above, and during any period for which the insurer may renew this policy, the insurer shall insure the trader to whom the trader's plate mentioned herein is in issue and any other person who at any time drives a motor vehicle to which that trader's plate is affixed (whether the vehicle is so driven or the trader's plate is so affixed with or without the authority of the trader), jointly and each of them severally, against all liability (except a liability referred to in sub-section (2.) of section 41H of the said Ordinance) incurred by that trader and that person jointly, or by either of them severally, in respect of the death of, or bodily injury to, any person caused by or arising out of the use of the motor vehicle to which the trader's plate is so affixed in any part of the Commonwealth of Australia: Provided that, where liability is incurred in a part of the Commonwealth other than the Australian Capital Territory, this policy shall indemnify the trader and that other person, as the case may be, only to the extent (if any) to which he is not insured against the liability pursuant to a law in force in that part of the Commonwealth requiring the insurance to be effected.

For [*insert name of insurer*]

Signature.

Office.

Particulars of premiums to be printed on back.

Regulation 4.

FORM C.

AUSTRALIAN CAPITAL TERRITORY.

*Motor Vehicle (Third Party Insurance) Regulations.*

## RENEWAL OF THIRD PARTY POLICY.

Name and address of authorized insurer.

Policy No.

Renewal No.

Date.

1. Description of motor vehicle—

Make.

Body type.

Engine No.

Registered No.

THE SECOND SCHEDULE—*continued.*

2. Name and address of owner—
3. Period of insurance—To commence on \_\_\_\_\_ and to terminate at midnight on \_\_\_\_\_
4. Amount of premium paid for issue of policy—£ \_\_\_\_\_
5. Limitation as to use.—Premium has been paid only for the use of the motor vehicle for the purposes set out in item \_\_\_\_\_ of the Table annexed hereto. The motor vehicle must not be used for any other purpose unless the policy is endorsed and extra premium (if any) paid.

Whereas the owner named herein has made application and paid a premium for the renewal by the abovementioned insurer of the third party policy in relation to the motor vehicle described herein: The insurer hereby renews such policy for the period commencing and terminating as shown above.

For [*insert name of insurer*]

Signature.

Office.

Where the renewal of policy relates to a trailer, insert (in lieu of particulars of the make, body type and engine number) a description of the trailer, followed by the words "and any trailer drawn at the rear thereof".

Regulation 4.

AUSTRALIAN CAPITAL TERRITORY.

FORM D.

Trader's Policy—  
Renewal.

*Motor Vehicle (Third Party Insurance) Regulations.*

## RENEWAL OF THIRD PARTY POLICY.

Name and address of authorized insurer.

Policy No.	Renewal No. Date.
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1. Description of motor vehicle—  
Any motor vehicle to which trader's plate No. \_\_\_\_\_ is affixed.
2. Name and address of trader—
3. Period of insurance—To commence on \_\_\_\_\_ and to terminate at midnight on \_\_\_\_\_
4. Amount of premium paid for issue of policy—£ \_\_\_\_\_
5. Limitation as to use.—Premium has been paid only for the use of the motor vehicle for the purposes set out in item \_\_\_\_\_ of the Table annexed hereto. The motor vehicle must not be used for any other purpose unless the policy is endorsed and extra premium (if any) paid.

Whereas the trader named herein has made application and paid a premium for the renewal by the abovementioned insurer of the third party policy in relation to the use of motor vehicles to which the trader's plate mentioned herein is affixed: The insurer hereby renews such policy for the period commencing and terminating as shown above.

For [*insert name of insurer*]

Signature.

Office.

THE SECOND SCHEDULE—*continued.*

Regulation 5.

FORM E.

## AUSTRALIAN CAPITAL TERRITORY.

*Motor Vehicle (Third Party Insurance) Regulations.*

## CERTIFICATE OF INSURANCE.

Name and address of authorized insurer.

[*To be printed.*]

Policy No.

Date.

1. Description of motor vehicle—

Make.

Body type.

Engine No.

Registered No.

2. Name and address of owner—

3. Period of insurance.—To commence on \_\_\_\_\_ and to terminate  
at midnight on the date of expiration of the registration of the motor  
vehicle, namely,

4. Amount of premium paid for issue of policy—£

5. Limitation as to use.—Premium has been paid only for the use of the motor  
vehicle for the purposes set out in item \_\_\_\_\_ of the Table annexed  
hereto. The motor vehicle must not be used for any other purpose unless  
the policy is endorsed and extra premium (if any) paid.

I hereby certify that a third party policy expressed to commence and to  
terminate as shown above will be issued by the abovenamed insurer in relation  
to the motor vehicle described herein

For [*insert name of insurer*]

Signature.

Office.

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 Authorized insurer No.
 

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Where the certificate relates to a trailer, insert (in lieu of particulars of the  
make, body type and engine number) a description of the trailer, followed by the  
words "and any trailer drawn at the rear thereof".

Regulation 5.

FORM F.

## AUSTRALIAN CAPITAL TERRITORY.

Trader's Policy.

*Motor Vehicle (Third Party Insurance) Regulations.*

## CERTIFICATE OF INSURANCE.

Name and address of authorized insurer.

[*To be printed.*]

Policy No.

Date.

1. Description of motor vehicle—

Any motor vehicle to which trader's plate No. \_\_\_\_\_ is affixed.

2. Name and address of trader—

3. Period of insurance.—To commence on \_\_\_\_\_ and to terminate  
at midnight upon the date of expiration of the period for which the trader's  
plate is issued, namely,

4. Amount of premium paid for issue of policy—£

THE SECOND SCHEDULE—*continued.*

5. Limitation as to use.—Premium has been paid only for the use of the motor vehicle for the purposes set out in item \_\_\_\_\_ of the Table annexed hereto. The motor vehicle must not be used for any other purpose unless the policy is endorsed and extra premium (if any) paid.

I hereby certify that a third party policy expressed to commence and to terminate as shown above will be issued by the abovenamed insurer in relation to the use of motor vehicles to which the trader's plate mentioned herein is affixed.

For [*insert name of insurer*]

Signature.

Office.

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Authorized insurer No.

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Regulation 5.

FORM G.

## AUSTRALIAN CAPITAL TERRITORY.

*Motor Vehicle (Third Party Insurance) Regulations.*

## CERTIFICATE OF INSURANCE.

Name and address of authorized insurer.

Policy No.

Renewal No.

Date.

1. Description of motor vehicle—

Make.

Body type.

Engine No.

Registered No.

2. Name and address of owner—

3. Period of insurance.—To commence on \_\_\_\_\_ and to terminate at midnight on \_\_\_\_\_

and to terminate

4. Amount of premium paid for renewal of policy—£ \_\_\_\_\_

5. Limitation as to use.—Premium has been paid only for the use of the motor vehicle for the purposes set out in item \_\_\_\_\_ of the Table annexed hereto. The motor vehicle must not be used for any other purpose unless the policy is endorsed and extra premium (if any) paid.

I hereby certify that a renewal of the third party policy in relation to the motor vehicle described herein will be issued by the abovenamed insurer and that such renewal will be expressed to commence and to terminate as shown above.

For [*insert name of insurer*]

Signature.

Office.

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Authorized insurer No.

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Where the certificate relates to a trailer, insert (in lieu of particulars of the make, body type and engine number) a description of the trailer, followed by the words "and any trailer drawn at the rear thereof".

THE SECOND SCHEDULE—*continued.*

Regulation 5.

AUSTRALIAN CAPITAL TERRITORY.

FORM H.

Trader's Policy—  
Renewal.*Motor Vehicle (Third Party Insurance) Regulations.*

## CERTIFICATE OF INSURANCE.

Name and address of authorized insurer.

Policy No.

Renewal No.

Date.

1. Description of motor vehicle—  
Any motor vehicle to which trader's plate No. is affixed.
2. Name and address of trader—
3. Period of insurance.—To commence on and to terminate  
at midnight on
4. Amount of premium paid for renewal of policy—£
5. Limitation as to use.—Premium has been paid only for the use of the motor  
vehicle for the purposes set out in item of the Table annexed  
hereto. The motor vehicle must not be used for any other purpose unless  
the policy is endorsed and extra premium (if any) paid.

I hereby certify that a renewal of the third party policy in relation to the  
use of motor vehicles to which the trader's plate mentioned herein is affixed  
will be issued by the abovenamed insurer and that such renewal will be expressed  
to commence and to terminate as shown above.

For [*insert name of insurer*]

Signature.

Office.

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 Authorized insurer No.
 

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Regulation 6.

AUSTRALIAN CAPITAL TERRITORY.

FORM J.

*Motor Vehicle (Third Party Insurance) Regulations.*

## POLICY OF INSURANCE

(FOR THIRD PARTY PROPERTY DAMAGE).

Name and address of insurer.

Policy No.

Date.

1. Description of motor vehicle—  
Make. Body type.  
Engine No. Registered No.
2. Name and address of owner—
3. Period of insurance.—To commence on and to terminate  
at midnight on the date of expiration of the registration of the motor  
vehicle, namely,
4. Amount of premium paid for issue of policy—£
5. Amount of insurance [*insert an amount of not less than One thousand  
pounds*].

Whereas the owner named herein has made application and paid a premium  
for the issue by the abovenamed insurer of a policy of insurance indemnifying  
him against the undermentioned liability, in relation to the motor vehicle  
described herein:

Subject to the terms appended hereto (which shall form part of this policy)  
such insurer hereby agrees that during the period commencing and terminating  
as shown above, and during any period for which the insurer may renew this  
policy, the insurer shall insure any person (hereinafter referred to as the  
"insured") who is the owner for the time being of the motor vehicle to the

THE SECOND SCHEDULE—*continued.*

extent of the amount of insurance specified above against liability to pay damages in respect of damage to property caused by or arising out of the use of the motor vehicle in the Commonwealth of Australia, and shall also indemnify the insured against all costs and expenses of or incidental to any proceedings mentioned in paragraph 2 of the terms hereof while the insurer retains the defence or conduct of such proceedings.

## TERMS.

1. This policy shall not extend to insure the insured against a liability which may be incurred by him under an agreement unless the liability is one which would have arisen in the absence of such agreement.

2. The insurer may—

- (a) undertake the settlement of any claim against the insured in respect of a liability herein insured against;
- (b) take over during such period as the insurer thinks proper the conduct on behalf of the insured of any proceedings taken or had to enforce such claim or for the settlement of any question arising with reference thereto;
- (c) defend or conduct such proceedings in the name and on behalf of the insured.

The insured shall sign all such warrants and authorities as the insurer requires for the purpose of enabling the insurer to have the defence or conduct of such proceedings.

3. Where damage to property is caused by or arises out of the use of the motor vehicle to which this policy relates (except where the only property so damaged is such motor vehicle), the insured—

- (a) shall, as soon as practicable after the occurrence which resulted in such damage, give or cause to be given to the insurer notice in writing of such occurrence with full particulars thereof;
- (b) shall forthwith give or cause to be given to the insurer a notification in writing of every notice of intention to make a claim given to and of every claim made or action brought against him in respect of such damage;
- (c) shall give or cause to be given all such information and assistance as the insurer may reasonably require whether or not any claim has been made in respect of such damage;
- (d) shall not, without the consent in writing of the insurer, make any offer, promise, payment or settlement or any admission of liability in respect of such damage, nor enter upon or incur the expense of litigation in respect of any liability herein insured against.

For [insert name of insurer].

Signature [insert "General Manager" or as the case may be].

Regulation 6.

FORM K.  
(Renewal.)

## AUSTRALIAN CAPITAL TERRITORY.

*Motor Vehicle (Third Party Insurance) Regulations.*

## POLICY OF INSURANCE

(FOR THIRD PARTY PROPERTY DAMAGE).

Name and address of insurer.

Renewal No.

Policy No.

Date.

1. Description of motor vehicle—

Make.

Body type.

Engine No.

Registered No.

2. Name and address of owner—

3. Period of renewal of insurance.—To commence on

and to

terminate at midnight on

4. Amount of premium paid for renewal of policy—£

THE SECOND SCHEDULE—*continued.*

Whereas the owner named herein has made application and paid a premium for the renewal by the abovenamed insurer of the policy in relation to the motor vehicle described herein, the insurer hereby renews such policy for the period commencing and terminating as shown above.

For [*insert name of insurer*].

Signature [*insert "General Manager" or as the case may be.*]

Regulation 7.

FORM L.

AUSTRALIAN CAPITAL TERRITORY.  
*Motor Vehicle (Third Party Insurance) Regulations.*  
CERTIFICATE OF INSURANCE  
(FOR THIRD PARTY PROPERTY DAMAGE).

Name and address of insurer.

Policy No.

Date.

1. Description of motor vehicle—

Make.

Body type.

Engine No.

Registered No.

2. Name and address of owner—

3. Period of insurance.—To commence on \_\_\_\_\_ and to terminate at midnight on the date of expiration of the registration of the motor vehicle, namely,

4. Amount of premium paid for issue of policy—£

5. Amount of insurance [*insert an amount of not less than One thousand pounds*].

I hereby certify that a policy expressed to commence and to terminate as shown above will be issued by the abovenamed insurer in relation to the motor vehicle described herein.

For [*insert name of insurer*].

Signature [*insert "General Manager" or as the case may be.*]

Authorized Insurer No.

Regulation 7.

FORM M.  
(Renewal.)

AUSTRALIAN CAPITAL TERRITORY.  
*Motor Vehicle (Third Party Insurance) Regulations.*  
CERTIFICATE OF INSURANCE  
(FOR THIRD PARTY PROPERTY DAMAGE).

Name and address of insurer.

Policy No.

Renewal No.

Date.

1. Description of motor vehicle—

Make.

Body type.

Engine No.

Registered No.

2. Name and address of owner—

3. Period of renewal of insurance.—To commence on \_\_\_\_\_ and to terminate at midnight on \_\_\_\_\_

4. Amount of premium paid for renewal of policy—£

I hereby certify that a renewal of the policy in relation to the motor vehicle described herein will be issued by the abovenamed insurer and that such renewal will be expressed to commence and to terminate as shown above.

For [*insert name of insurer*].

Signature [*insert "General Manager" or as the case may be.*]

Authorized Insurer No.

THE SECOND SCHEDULE—*continued.*

Regulation 8.

FORM O.

AUSTRALIAN CAPITAL TERRITORY.

*Motor Vehicle (Third Party Insurance) Regulations.*STATISTICAL RETURN FOR THE YEAR ENDED THE 31ST DECEMBER, 19  
CONCERNING INSURANCES UNDER THIRD-PARTY POLICIES.

Name of Authorized Insurer

Insurance completed during year.			Payments made by authorized insurer— <i>less</i> amounts recovered from owners and drivers during the year.								Claims outstanding at 31st December, 19 , which occurred at any time prior to that date.	
Premium con- sion.	Number of insured motor ve- hicles.	Total Pre- miums received less return pre- miums.	Num- ber of claims lodged during year.	Num- ber of claims paid.	Dam- ages.	Legal costs and ex- penses.	Investi- gation ex- penses.	Hospital treat- ment.	Am- bulance service ; medical, massage, or dental treat- ment ; or nursing.	Total amount paid.	Number of claims.	Estimated cost.
		£ s. d.			£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		£ s. d.
1												
2												
3 (a)												
(b)												
4 (a)												
(b)												
5 (a)												
(b)												
6 (a)												
(b)												
7												
8												
9												
0												
11 (a)												
(b)												
12 (a)												
(b)												
(c)												
13												
14 (a)												
(b)												
Permits												
TOTALS												

I [insert full name], being [insert "General Manager", or as the case may be] of [insert name of authorized insurer] in the Australian Capital Territory do solemnly and sincerely declare that to the best of my knowledge and belief all the information contained in this return is true and correct in every particular.

(Signature)

(Address)

1. The information to be furnished under this Form shall not include particulars with respect to—

- any motor vehicle in relation to which a policy mentioned in subsection (1.) of section 41E of the *Motor Traffic Ordinance 1936-1947* is in force, or any claim arising out of the use of such motor vehicle whilst such policy is in force ; or
- any re-insurance surrendered or received ; or
- any amount paid or payable to or received from the nominal defendant pursuant to section 41AP or section 41AQ of the *Motor Traffic Ordinance 1936-1947*.

2. For the purpose of computing the number of insured motor vehicles, where a third-party policy in relation to a motor vehicle is in force for a period other than a period of twelve months such motor vehicle shall be deemed to be one-twelfth of a motor vehicle for each month or part of a month in the period for which the policy is in force.

3. In this Form—

"legal costs and expenses" means any amount paid for legal costs or expenses incurred, in relation to any claim by the claimant, the owner or driver of the insured motor vehicle, or the authorized insurer.

"investigation expenses" means—

- any amount paid to any person, other than a paid employee of the authorized insurer, for services rendered in connexion with the investigation of any claim ;
- any amount paid for expenses, other than salary or wages, incurred by a paid employee of the authorized insurer in connexion with the investigation of any claim.

4. For the purpose of this Form any expense incurred in respect of a medical examination of a claimant conducted at the request of the authorized insurer shall be included in the claim "investigation expenses" and not as "medical treatment".

## THE SECOND SCHEDULE—continued.

Regulation 8.

FORM P.

## AUSTRALIAN CAPITAL TERRITORY.

## Motor Vehicle (Third Party Insurance) Regulations.

REVIEW AS AT 31st DECEMBER, 19 , OF CLAIMS WHICH WERE OUTSTANDING  
TWELVE MONTHS PREVIOUSLY IN RELATION TO LIABILITIES UNDER THIRD-  
PARTY POLICIES.

Name of Authorized Insurer

Premium classification.	Particulars concerning claims outstanding on 31st December, 19 .										
	Claims outstanding as at December, 19 .		Claims finally disposed of before 31st December next following December, 19 .			Claims still outstanding on 31st December next following.				Total of Columns F, I and J.	Per-cent estab-lished in Column C.
	Number.	Cost estimated as at December, 19 .	Number.	Cost estimated as at December, 19 .	Amount paid during year.	Number.	Cost estimated at 31st December.	Pay-ments on account during year.	Estimate of balance payable.		
A.	B.	C. £ s. d.	D.	E. £ s. d.	F. £ s. d.	G.	H. £ s. d.	I. £ s. d.	J. £ s. d.	K. £ s. d.	
1	..										
2	..										
3	(a)										
	(b)										
4	(a)										
	(b)										
5	(a)										
	(b)										
6	(a)										
	(b)										
7	..										
8	..										
9	..										
10	..										
11	(a)										
	(b)										
12	(a)										
	(b)										
13	..										
14	(a)										
	(b)										
Permits	..										
TOTALS	..										

I [insert full name], being [insert "General Manager" or as the case may be] of [insert name of authorized insurer], in the Australian Capital Territory, do solemnly and sincerely declare that to the best of my knowledge and belief all the information contained in this return is true and correct in every particular.

(Signature)

(Address)

1. The information to be furnished under this Form shall not include particulars with respect to—

- any motor vehicle in relation to which a policy mentioned in sub-section (1.) of Section 41E of the *Motor Traffic Ordinance* 1936-1947 is in force, or any claim arising out of use of such motor vehicle whilst such policy is in force; or
- any re-insurance surrendered or received; or
- any amount paid or payable to or received from the nominal defendant pursuant to Section 41AP or Section 41AQ of the said Ordinance.

2. The information to be furnished under columns B and C of this Form should be identical with the information, concerning outstanding claims, shown in the return furnished under Form E in the Schedule during the last preceding year; and the information to be furnished under column E should be the cost of the claims as estimated for the purposes of such return.

## THE SECOND SCHEDULE—continued.

Regulation 13.

FORM Q.

## AUSTRALIAN CAPITAL TERRITORY.

*Motor Vehicle (Third Party Insurance) Regulations.*

## NOTICE OF DISPOSAL OF MOTOR VEHICLE.

To [insert name and address of authorized insurer].

Pursuant to regulation 13 of the Motor Vehicle (Third Party Insurance) Regulations, notice is hereby given that on the \* the undersigned person sold or ceased to have possession of the motor vehicle described hereunder. \* Insert date.

The person who has purchased or acquired possession of the motor vehicle is †

Description of motor vehicle—

Make.	Body type.
Engine No.	Registered No.
Third party policy No.	Signature.
	Address.

† Insert full name and address of person.

Date.

Regulation 13.

FORM R.

## AUSTRALIAN CAPITAL TERRITORY.

*Motor Vehicle (Third Party Insurance) Regulations.*

## NOTICE OF ACQUISITION OF MOTOR VEHICLE.

To [insert name and address of authorized insurer].

Pursuant to regulation 13 of the Motor Vehicle (Third Party Insurance) Regulations, notice is hereby given that on the \* the undersigned person purchased or acquired possession of the undermentioned motor vehicle from † \* Insert date.

Description of motor vehicle—

Make.	Body type.
Engine No.	Registered No.
Third party policy No.	Signature.
	Address.

† Insert full name and address of person.

Date.

Regulation 14.

FORM S.

## AUSTRALIAN CAPITAL TERRITORY.

*Motor Vehicle (Third Party Insurance) Regulations.*

## NOTICE OF DISPOSAL OF TRADER'S BUSINESS.

To [here insert name and address of authorized insurer].

Pursuant to regulation 14 of the Motor Vehicle (Third Party Insurance) Regulations, notice is hereby given that on the \* the undersigned person sold or otherwise disposed of the business in respect of which trader's plate No. is in issue. \* Here insert date.

The new owner of such business is †

	Signature.
Date.	Address.

† Here insert full name and address of the new owner.

THE SECOND SCHEDULE—*continued.*

Regulation 14.

FORM T.

## AUSTRALIAN CAPITAL TERRITORY.

*Motor Vehicle (Third Party Insurance) Regulations.*

## NOTICE OF ACQUISITION OF TRADER'S BUSINESS.

To [*insert name and address of authorized insurer*].\* Here insert  
date.

Pursuant to regulation 14 of the Motor Vehicle (Third Party Insurance) Regulations, notice is hereby given that on the \* the business in respect of which trader's plate No. is in issue was acquired by the undersigned person.

† Here insert full  
name and  
address of  
former owner.

The former owner of such business was †  
The number of the third party policy issued in relation to motor vehicles to which such trader's plate is affixed is

Signature.

Address.

Date.

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By Authority: L. F. JOHNSTON, Commonwealth Government Printer, Canberra.