

# Farm Motor

Insurance Product Disclosure Statement and Policy



This is an important document. If you cannot read and understand English, please use an interpreter to explain it to you before entering into this contract of insurance.

Questo è un documento importante. Se non avete una buona conoscenza dell'Inglese, per favore fatevelo spiegare da un interprete prima di concludere un contratto di assicurazione.

Αυτό είναι πολύ σπουδαίο έγγραφο. Αν έχετε δυσκολία με τα Αγγλικά, παρακαλείστε να μεταχειρισθείτε διερμηνέα να σας το εξηγήσει προτού συνάψετε μια ασφαλιστική συμφωνία.

這是一份重要文件。如你不諳英語，在投保前，請先用傳譯員為你解釋保險合約。

ان هذه الوثيقة هامة. إذا كنت لا تجيد الإنكليزية، يرجى استعمال مترجم كي يشرحها لك قبل أن تدخل طرفاً في عقد تأمين.

Dies ist ein wichtiges Dokument. Falls Sie die englische Sprache nicht beherrschen, lassen Sie es sich von einem Dolmetscher erklären, bevor Sie einen Versicherungsvertrag eingehen.

Đây là một văn kiện quan trọng. Nếu quý vị không thông thạo tiếng Anh, xin vui lòng nhờ thông dịch viên giải thích để quý vị hiểu rõ trước khi ký tên vào hợp đồng bảo hiểm.

Este es un documento importante. Si Ud. No tiene conocimientos sólidos de inglés, pida a un intérprete que le explique el documento antes de contratar el seguro.

នេះគឺជាឯកសារមួយដែលមានសារៈសំខាន់ ។ ប្រសិនបើអ្នកពុំសូវចេះភាសាអង់គ្លេសច្បាស់លាស់ទេ សូមស្នើសុំអ្នកបកប្រែភាសាឲ្យពន្យល់ប្រាប់អ្នកមុនពេលអ្នកយល់ព្រមចុះកិច្ចព្រមព្រៀងធានារ៉ាប់រងណាមួយ ។

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# Welcome to the Security of CGU Insurance

## This booklet is important

### Preparation Date: 11/04/2014

This Product Disclosure Statement (PDS) contains two sections:

- **Important Information** – contains general information about your farm motor insurance policy; and
- **Farm Motor Insurance Policy** – contains the terms and conditions of your farm motor insurance policy.

To assist you to locate specific items in this PDS, a table of contents is provided on the following page.

Please read this PDS before you apply for insurance.

If we accept your application for insurance, you will receive a Schedule that sets out details of the insurance you have taken out.

If you need more information about this PDS or your policy, please contact your insurance adviser.

## Updating Product Disclosure Statement

Information in this PDS may need to be updated from time to time where required and permitted by law. You can obtain a paper copy of any updated information without charge by calling Us on the contact details provided in this document. If the update is to correct a misleading or deceptive statement or an omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the policy, We will provide You with a new PDS or a Supplementary PDS.

# Important Information

## The purpose of this PDS

This PDS has been prepared to assist you in understanding your farm motor insurance policy and making an informed choice about your insurance needs.

The PDS sets out important information about the insurance and the terms and conditions and limitations of the policy. The policy terms and conditions are set out in this PDS under the heading The Farm Motor Insurance Policy commencing on page 4.

## Who is the insurer

CGU Insurance Limited is the insurer of the policy. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291. In this booklet the insurer is called 'We', 'Us', 'Our' or 'Ours'.

## How to contact us

You may contact us by any of the following ways:

- In person at any CGU Insurance office.
- By telephone on 13 15 32.
- By writing to us at CGU Insurance, GPO Box 9902 in your capital city.
- By email on our website [cgu.com.au](http://cgu.com.au)

## Your cooling-off period

We will refund all premium paid for cover under your policy if you request cancellation within 21 days of its commencement. To do this, you must advise us in writing. You will not receive a refund if you have made a claim under your policy.

## How to apply for insurance

Complete our application form. If we accept your application for insurance, you will receive a Schedule that sets out details of the insurance you have taken out.

## How to make a claim

When something happens that you believe you can claim for, please contact your nearest CGU Insurance office, or call 13 15 32. Details about making a claim are shown in the policy.

## Calculating your premium

The premium payable by you for this insurance will be shown on your schedule.

The key factors that influence the premium calculation are reflected in the questions asked, and information sought, at the time of your enquiry or application for vehicle insurance. These factors include the make, model and type of vehicle being insured including modifications made to the vehicle, the driving experience of people who will drive the vehicle and where and how the vehicle is used, the place where your vehicle is located and your previous insurance claims history.

Premiums are subject to Commonwealth and State taxes and/or charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and/or charges will be shown on your Schedule.

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

### Interest on unallocated premium

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued.

We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

## How CGU protects your privacy

We use information provided by our customers to allow us to offer our products and services. This means we may need to collect your personal information, and sometimes sensitive information about you as well (for example, health information for travel insurance). We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

CGU will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with companies within our group, government and law enforcement bodies if required by law and others who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at [www.cgu.com.au/privacy](http://www.cgu.com.au/privacy). Alternatively, contact us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 15 32 and we will send you a copy. We recommend that you obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our Privacy Policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

## Our guarantee

Our guarantee assures you of quality insurance and service at all times.

### Fair Dealing Guarantee

We will meet any claims covered by your policy fairly and promptly.

### Money Back Guarantee

If you change your mind, we provide a cooling-off period which lets you cancel your policy within 21 days with a full refund of your premium. However, your cooling-off period no longer applies if you make a claim within this time.

### Repair Guarantee

If repairs we have authorised for your vehicle are faulty, and we have agreed they are faulty, we will arrange to have them fixed at no cost to you.

However, you must allow us to inspect your vehicle before any faulty repairs are fixed.

This guarantee is for the life of the vehicle. This guarantee is in addition to any statutory rights and warranties that you may be entitled to.

Wear and tear is not covered by this guarantee.

### Service Guarantee

We will provide you with the highest standard of service.

## 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 objectives of the Code are:

- to promote better, more informed relations between insurers and their customers
- to improve consumer confidence in the general insurance industry
- to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers, and
- to commit insurers and the professionals they rely upon to higher standards of customer service.

### Our commitment to you

We have adopted and support the Code and are committed to complying with it.

Please contact us if you would like more information about the Code.

### How to resolve a complaint or dispute

#### 1. Talk to us first

If you have a complaint, the first thing you or your Insurance adviser should do is speak to one of our staff. If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

See back cover for contact details.

If the staff member or claims officer are unable to resolve the matter for you, you or your insurance adviser may speak to a manager. If you are not satisfied with our response you can go to step 2.

## 2. Seek a review

If the matter is still not resolved the manager will refer you or your insurance adviser to the relevant dispute handling department or area who will conduct a review of your dispute.

If you are still not satisfied with our response to your dispute you can go to step 3.

## 3. Seek an external review

You are entitled to seek an external review of our decision. We will provide you with information about the options available to you, including, if appropriate, referring you to the external dispute resolution scheme administered by the Financial Ombudsman Service Limited (FOS).

Further information about our complaint and dispute resolution procedure is available by contacting us.

See back cover for contact details.

## Your duty of disclosure

When you take out, renew, or change or vary a policy, you have a duty to answer our questions truthfully and provide us with any information that could affect our decision to insure you, or the terms of your policy. This is called your 'duty of disclosure'.

### What you must do when you apply to take out this policy

When applying to take out insurance we will ask you certain questions. When answering these questions, you must be honest, and you have a duty under the Insurance Contracts Act 1984 to tell us anything:

- known to you, and
- which a reasonable person in the circumstances, would include in answer to any question.

We will use your answers to help us decide whether to insure you and anyone else under this policy, and on what terms.

### Who you are answering the questions for

It is important that you understand you are answering the questions in this way on behalf of yourself and anyone else that you want to be covered by the policy.

### If you do not answer our questions in this way

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as never being in place.

## Renewal, variation, reinstatement or extension of your policy

When your policy is renewed, varied, reinstated or extended you have a duty, under the Insurance Contracts Act 1984, to tell us anything that you:

- know, or
  - could reasonably be expected to know is relevant to our decision whether to accept the risk of insurance and on what terms.
- Your duty does not require the disclosure of anything that:
- diminishes the risk to be undertaken by us
  - is of common knowledge
  - we know, or in the ordinary course of business, ought to know, or
  - is a matter that we indicate your duty has been waived by us.

### If you do not comply with your duty of disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim, or we may cancel the policy.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

## Intermediary remuneration

CGU Insurance Limited pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary, you should ask your intermediary.

## Financial Claims Scheme

You may be entitled to payment under the financial claims scheme in the event that CGU Insurance Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 55 88 49.

# The Farm Motor Insurance Policy

## Your Policy

Your policy is a contract of insurance between You and Us.

Your policy includes information on the following:

- when You are covered
- who is covered under Your policy
- what You are covered for
- what Your policy does not cover
- Excesses that may apply
- how We pay claims.

If We accept Your application for insurance, You will receive a Schedule that sets out details of the insurance You have taken out as described in this policy.

Our agreement with You is made up of your application, Your current Schedule and this policy, as well as any Endorsements We send to You.

Together, they make up Your insurance contract with Us. Read them carefully and store them together in a safe place.

We recommend that You keep receipts for major items You purchase.

## When You are covered

Your insurance begins when We accept Your application. The commencement date of Your insurance will be shown on the Schedule We will send You.

We will not cover Your Vehicle for a period of 48 hours from the time of the commencement of Your insurance for damage or loss caused by:

- bushfire or grassfire; or
- a named cyclone.

We will provide cover however if:

- this insurance commences directly after another insurance policy covering the same Vehicle expired without a break in cover; or
- You have entered into a contract of sale to purchase the Vehicle; or
- You have entered into a contract to lease the Vehicle.

The insurance applies for the period for which You have paid Us (or agreed to pay Us) the premium. You may pay Your premium by cash, cheque or credit card. If Your cheque or credit card is dishonoured by Your financial institution, You are not insured.

You can also pay Your premium by instalments direct from a financial institution account or from Your credit card. You cannot make a claim under this policy if You owed Us more than one month's premium when the event for which You want to claim happened.

If You pay Your premium by instalments and You are more than one month behind, We can cancel Your policy without notice.

If You have a total loss, We shall deduct the instalments for the remaining period of insurance from the amount We pay You.

## Who is covered under Your policy

The person, partnership, or company named in the Schedule is insured. In this policy that person, partnership or company is called 'You' or 'Your'.

Any persons You allow to drive Your Vehicle are also covered under 'Section 2 - Your Liability Cover' of this policy. This applies when they drive the Vehicle that is shown on Your Schedule, or a Substitute Vehicle.

## Levels of cover You can choose from

You can choose from three levels of cover depending on Your needs and Your type of Vehicle:

1. Comprehensive provides cover under Section 1 and Section 2 of this policy.
2. Fire, Theft and Third Party Property Damage provides cover under Section 1 but only to losses caused by fire or theft. Section 2 of this policy will apply.
3. Third Party Property Damage Only provides cover under Section 2 (only) of this policy.

Your Schedule will show the cover You have selected.

## Excesses that may apply when You make a claim

An 'Excess' is Your contribution towards the cost of a claim. We will tell You if You need to pay an Excess per Vehicle when You make a claim.

The Excess amount shown on Your current Schedule applies to every claim.

### Additional Excesses

Unless stated otherwise in the Schedule, an additional Excess of \$500 applies if:

- any hydraulic lifting or tipping mechanism is operating on Your Vehicle or on an attachment to Your Vehicle
- any tarpaulins, gates or other load-securing devices are damaged or stolen; or
- Your Vehicle has a convertible roof or open top and You claim for damage to or theft of the roof material or anything inside the Vehicle.

However, this does not apply in the event of a collision.

The age Excess and inexperienced driver Excess amounts, if any, are shown on Your current Schedule and apply (as below) only when Your Vehicle is actually being driven by people who are allowed to drive. They do not apply if Your Vehicle is not being driven, or if Your claim is for windscreen or window glass only, fire, theft or storm damage.

- age Excess applies when the driver is under 25 years of age. The Schedule may show different amounts for certain age groups.



- inexperienced driver's Excess applies if the driver is 25 years of age or older and;
  - has been licensed for less than two years to drive the class of Vehicle being driven; or
  - is holding a learners permit; or
  - is licensed but does not hold a licence issued in Australia or New Zealand.

### Total Excess

The total Excess that applies to a claim is the Excess shown in Your current Schedule, plus any additional Excesses that apply.

### Who pays the Excess

- We will pay the Excess if all of the following conditions are met;
  - another Vehicle not owned by You collided with Your Vehicle; and
  - We agree the driver of the other Vehicle is at fault; and
  - You give Us the correct registration number of the other Vehicle and the name, address and licence number of its driver; and
  - Your claim is more than the total Excess.
- You must pay the total Excess for all other claims.

## No Claim Bonus – Comprehensive

### Increasing Your no claim bonus

We will increase the amount of Your no claim bonus for each year that You are insured with Us, as long as You do not make a claim. This will continue until You reach the maximum no claim bonus that We allow.

### Faultless no claim bonus

Your no claim bonus will not be affected if Your Vehicle is involved in an accident and:

- the accident was not Your fault; and
- You can provide Us with the name and current address of the person who caused the accident.

We will decide who was at fault in the accident.

### Decreasing Your no claim bonus

We will reduce Your no claim bonus at the next renewal of Your policy if You have a claim and:

- You do not have a protected no claim bonus; or
- the accident was Your fault; or
- Your Vehicle was stolen or burnt.

We will decide who was at fault in the accident.

## Protected no claim bonus

This only applies to Private Vehicles listed on the Schedule.

When You have one claim in any one year, We will not reduce Your no claim bonus when:

- Your insurance has been with Us for at least two consecutive years prior to the claim; and
- Your no claim bonus has been on the maximum that We allow during that two-year period; and
- Your Vehicle has been comprehensively insured during that period.

We will reduce Your no claim bonus at the next renewal of Your policy if You have any further claims.

## Replacing Your Vehicle

The cover provided for Your Vehicle will end if You dispose of Your Vehicle. We will provide the same cover for a replacement Vehicle if replacement occurs within 30 days.

We will cover the replacement Vehicle for 30 days from the date You obtain it. You must tell Us within the 30-day period that You have replaced Your Vehicle.

We will advise You if We wish to continue cover for Your replacement Vehicle. If We do continue the cover, We will advise You of any change to the premium or terms of the insurance.

If You do not contact Us and confirm continuation of cover with Us, Your replacement Vehicle will not be insured with Us after the 30-day period has ended.

# Section 1

## Loss or Damage to Your Vehicle

### What We will pay for

We will pay for loss of, and/or damage to, Your Vehicle when:

- It is accidentally damaged, stolen or burnt anywhere within Australia.
- You, or an Authorised Driver, use Your Vehicle for private purposes.
- You, or an Authorised Driver, use Your Vehicle in connection with Your Occupation.

### What We will not pay for

- Costs You incur because Your Vehicle is accidentally damaged, stolen or burnt. This does not include the cost of repair or hire costs after Your Vehicle is stolen. This is shown on page 6.
- Reduction in value of Your Vehicle due to its age and condition.
- Costs of any part or parts of Your Vehicle that wear out.
- Rust or corrosion in, or on, Your Vehicle.
- Failure of the body or frame of Your Vehicle, or mechanical or electrical breakdown. We will only pay for the resultant damage to Your Vehicle if the failure or breakdown results in damage to Your Vehicle by accident or fire. We will not pay for the item that failed or broke down.
- Damage to Your Vehicle before this insurance started.
- Damage to the tyres on Your Vehicle that occurs by applying the brakes, or by punctures, cuts or bursting of the tyres.

### Additional things We will pay for when You have insured Your Vehicle for Comprehensive Cover

The following applies to Private Vehicles and Goods Carrying Vehicles listed on the Schedule.

- We will pay up to \$3,000 for the reasonable costs incurred to modify Your Vehicle or Your driver's own Private Vehicle, if Your driver is permanently disabled in an accident involving Your Vehicle.

The following applies to Private Vehicles and Motorcycles listed on the Schedule.

- We will pay the cost of hiring a Vehicle similar to Your Vehicle if Your Vehicle is stolen. We will pay this cost until Your Vehicle is found or Your claim is settled. We will only pay these hire costs when You make a claim, and pay the applicable Excess.

The most We will pay for is 30 days' hire.

- If Your Vehicle is damaged, We will pay:
  - up to \$1,000 for emergency or temporary repairs that are needed so that You can return to Your home.
  - up to \$1,000 for any personal property You own that is damaged in an accident. This does not include money, cheques, credit or debit cards or any property used for earning income.
- We will pay up to \$1,500 for:
  - accommodation only, for one night, for You and Your passengers; or
  - transporting You and Your passengers back to Your home.We will only pay for one of these when:
  - Your Vehicle is damaged in an accident and cannot be driven; and
  - the accident happened more than 100 kilometres from Your home.

The following applies to Motorcycles listed on the Schedule:

- We will pay up to \$500 if Your helmet and protective clothing, specifically designed to protect the wearer while driving a Motorcycle listed on the Schedule, is:
  - lost due to theft of Your Motorcycle; or
  - damaged or destroyed in an accident which results in a claim under this policy.

The following applies to all Vehicles listed on the Schedule:

- Where an employee's Accessories are installed in an insured Vehicle, We will treat the employee as the insured in the event of a claim for any radio receiver, sound system, citizen's band radio, mobile phone handsfree car kit, burglar alarm or air conditioner installed in the insured Vehicle and belonging to an employee of the insured.
- We will pay up to \$2,000 for the reasonable cost of replacing the key ignition barrel and all locks and keys, or re-coding Your locks, if Your keys are stolen or damaged or there are reasonable grounds to believe Your keys may have been illegally duplicated.
- If Your Vehicle is being transported by sea within Australian waters, We will pay Your contribution for general average and salvage charges where such maritime conditions apply. Our payment will be limited to the Market Value or the sum insured shown on the Schedule, whichever is the lesser.
- We will pay up to \$5,000 for funeral, burial or cremation expenses in the event of the death of Your driver:
  - arising out of an accident involving Your Vehicle; and
  - occurring within 12 calendar months from the date of the accident.

This additional benefit includes the expenses associated with the funeral, burial or cremation. It also extends to include transportation of the body of the deceased person and necessary travel by any member of the deceased person's immediate family.

- If Your Vehicle is damaged, stolen or burnt, We will cover the reasonable costs up to \$500 to remove the Vehicle debris from the site where it occurred. The debris must occur as a result of an incident We have agreed to cover.
- We will pay up to \$5,000 for charges imposed on You by the following authorities, as a result of an accident involving Your Vehicle:
  - fire brigade,
  - state, federal or local government emergency services,
  - police.
- We will pay the reasonable cost up to \$500 for recovering, reloading or moving to the nearest safe place, any load carried by Your Vehicle.

- We will pay up to 20% of the Market Value of Your Vehicle or the sum insured shown on Your current Schedule, whichever is the lower, toward the discharge of Your obligation under a lease agreement, if:
  - Your Vehicle is a sedan or station wagon, or is a four-wheel drive, van, utility, or other Goods-Carrying Vehicle that has a carrying capacity not exceeding 2 tonnes; and
  - Your Vehicle is declared a total loss; and
  - the lease payout exceeds the amount payable under How We pay a claim for Your Vehicle.

The amount payable under this additional benefit will be reduced by any:

- payments and interest in arrears at the time of loss, destruction or damage; or
- discounts in respect of finance discharge, including interest for the unexpired term of the agreement.

## Additional things We will pay for when You have insured Your Vehicle for Comprehensive or Fire, Theft and Third Party Property Damage Cover

- We will pay if a trailer is damaged or stolen while it is attached to Your Vehicle. We will only pay the lesser of the following:
  - the cost of repairs; or
  - the Market Value of the trailer up to \$1000.
- We will pay up to \$1,000 to have Your Vehicle returned to Your home if Your Vehicle is damaged in an accident and cannot be driven. We will pay this when the accident happened more than 100 kilometres from Your home.
- If Your Vehicle is damaged, stolen or burnt, We will pay the cost of towing Your Vehicle, to a repairer near where the damage occurred or, if stolen and damaged, near where the Vehicle was found, or to any other place that We agree.

## Optional cover that can be added to Your policy

These optional covers may only apply to Private Vehicles and Goods Carrying Vehicles with a carrying capacity less than 2 tonnes listed on the Schedule.

### Windscreen extension

You can select a windscreen or window repair or replacement extension. This covers Your Vehicle for damage to a windscreen or window glass when there is no other damage to Your Vehicle.

If You have selected this option:

- We will pay to repair one single chip or crack in a windscreen or one window of Your Vehicle. We will only do this once during the period of Your insurance; or
- We will pay to replace one windscreen or one window of Your Vehicle. We will only do this once during the period of Your insurance.

Repair or replacement of a windscreen or window once during the period of insurance will not affect Your no claim bonus and You will not have to pay an Excess if there is no other damage to Your Vehicle.

Your Schedule will show 'Windscreen extension applicable' if You have selected this option.

## The most We will pay for Your Vehicle

The most We will pay for any claim for Your Vehicle is the Market Value or sum insured shown on Your Schedule, whichever is the lesser. This does not apply to the amount payable under 'Additional things We will pay for when You have insured Your Vehicle'.

## How We pay a claim for Your Vehicle

If Your Vehicle is damaged, stolen or burnt We will do one of the following:

- pay You the sum insured shown in the Schedule or Market Value of Your Vehicle whichever is the lesser; or
- repair or replace Your Vehicle.

We will elect which one We will do.

- If Your Vehicle is:
  - a Private Vehicle listed on the Schedule and is:
    - less than two years old, and has not travelled more than 30,000 kilometres; or
    - more than two years old but less than three years old, and has not travelled more than 50,000 kilometres;

and is a total loss after an accident or it is stolen or burnt, We will do the following:

- pay You the cost of a new replacement Vehicle provided one is locally available; and
- pay the registration and the delivery fees.

We will pay the cost of the nearest equivalent Vehicle available if a new replacement Vehicle is not available.

- Where We elect to repair Your Vehicle:
  - You can suggest a repairer, or We can suggest one for You. If We do not accept Your choice of repairer, You must still cooperate with Us to select another repairer that We both agree on. This is Our policy on choice of repairer.
  - when your Vehicle is repaired, the repairer may use reusable parts or parts that are not manufactured by a supplier to the Vehicle's original manufacturer which:
    - are consistent with the age and condition of the Vehicle
    - do not affect the safety or structural integrity of the Vehicle
    - comply with the Vehicle manufacturer's specifications and applicable Australian Design Rules
    - do not adversely affect the post repair appearance of the Vehicle; and
    - do not void or affect the warranty provided by the Vehicle manufacturer.
- In repairing Your Vehicle, 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 repairs authorised by Us. This guarantee is for the life of the Vehicle 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 any defective repairs to be rectified, You must give Us the opportunity to inspect the Vehicle.

You are fully insured again for Your Vehicle for the amount shown in Your Schedule following a claim. This does not apply when Your claim is for a total loss as the cover for Your Vehicle will end then.

# Section 2

## Your Liability Cover

We will pay the amount You are liable to pay following an accident involving Your Vehicle which causes damage to property or bodily injury anywhere in Australia if your vehicle is:

- registered for use on a public road, or
- a towed vehicle for which registration is not required by law.

The accident which results in a claim must occur during the period of insurance. We also pay any legal costs You have to pay in relation to the accident.

This includes costs awarded against You. The most We will pay, including costs, for any single accident, or series of accidents arising out of the same event, is the amount shown in Your Schedule.

### What We will pay for

We will pay claims arising from:

- You, or an Authorised Driver, using Your Vehicle. This includes loading or unloading goods, or goods falling from Your Vehicle.
- You, or an Authorised Driver, using a Substitute Vehicle that You do not own. This includes loading or unloading goods, or goods falling from the Substitute Vehicle.
- You, or an Authorised Driver, using Your Vehicle to tow an agricultural implement or machine, trailer, caravan, or disabled Vehicle. This only applies if the number of implements, machines, trailers or caravans being towed, at any one time, does not exceed the number permitted by law and not more than one disabled Vehicle is being towed at any one time.
- Any passenger in, or getting into, or out of, Your Vehicle or a Substitute Vehicle.
- You or an Authorised Driver using Your mobile Agricultural Vehicle, listed on the Schedule, on a public road or public property, but only if the agricultural machinery is registered, or is exempt from registration and is carrying a legal permit for such use.

### Additional things We will pay for

- We will pay for claims arising from:
  - You, using Your Vehicle on behalf of:
    - Your employer, principal or partner.
    - the commonwealth or state government.
- We provide Comprehensive cover as set out on pages 6 & 7 for loss or damage to Your Vehicle when:
  - You have selected Fire, Theft and Third Party Property Damage cover for Your Vehicle; or
  - You have selected Third Party Property Damage Only cover for Your Vehicle; and
    - Your Vehicle is damaged in an accident with another Vehicle; and
    - that other Vehicle did not have insurance that provided comprehensive cover or third party property damage cover; and

- the accident was not Your fault; and
- You can provide to Us the name and current address of the person who caused the accident.

You must establish that the other Vehicle that caused the accident was uninsured.

We will pay Your claim as shown on page 6 under 'Loss or Damage to Your Vehicle'. We will decide who was at fault in the accident. The most We will pay is \$5,000. This limit includes the cost of towing Your Vehicle to the nearest repairer or to any other place that We agree.

- We will pay the amount You are liable to pay following an accident which causes death or bodily injury. We will only pay when death or bodily injury results from the use of Your Vehicle, or a Substitute Vehicle.

We will only pay when there is no insurance required by law that provides cover for death or bodily injury. We will not pay when insurance is available and You did not take it.

### What We will not pay for

We will not pay claims arising from:

- Penalties, fines or awards of aggravated, exemplary or punitive damages made against You.
- Accidents when there is insurance required by law that provides cover for Your liability.
- Damage to property that belongs to, or that is in the control of, or is being loaded or unloaded from, Your Vehicle or a Substitute Vehicle by:
  - You or any member of Your family who normally lives with You.
  - any other person who normally lives with You.
  - an Authorised Driver or any member of the Authorised Driver's family who normally lives with that Authorised Driver.
  - any person You, or an Authorised Driver, employ.
- Personal injury to:
  - You or any member of Your family who normally lives with You.
  - any other person who normally lives with You.
  - an Authorised Driver or any member of the Authorised Driver's family who normally lives with that Authorised Driver.
  - any person You, or an Authorised Driver, employ.
- Any disease that is transmitted by You, or any member of Your family who normally lives with You, or to an Authorised Driver.
- Any agreement or contract You enter into. If You would have been liable without the agreement or contract, We will pay for Your liability.
- Any damage to property caused by or arising from or attributed to any material applied, or intended for application, to land or anything growing on the land.
- Legal costs incurred by You without Our written consent.

# Sections 1 & 2

## What You Need to Know

### What this policy does not cover

We will not pay claims for loss, damage or liability arising from:

- Your Vehicle or a Substitute Vehicle being:
  - used for an unlawful purpose.
  - used for hire.
  - used for carrying passengers and You get paid for doing so. We will not regard a private transport pooling arrangement or Your employer paying You a travelling allowance, as You getting paid.
  - used for carrying goods and You get paid for doing so.
  - used for any purpose other than that for which Your Vehicle was made.
  - used for a motor sport.
  - driven by an unlicensed driver and the law requires a licence.
- War or warlike activity. War does not have to be declared. We do not provide cover for theft following this.
- Contamination by chemical and/or biological agents, which results from an act of terrorism. Terrorism is any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.
- Hostilities, rebellion, insurrection or revolution. We do not provide cover for theft following these events.
- Lawful destruction or confiscation of Your property.
- Anything nuclear or radioactive.
- Anything that You or anyone acting for You deliberately caused.
- You, or an Authorised Driver, deliberately causing an accident. We will not pay for any liability that follows from this.
- You, or an Authorised Driver:
  - being under the influence of alcohol or drugs.
  - having a blood alcohol level higher than the level allowed by law.
  - refusing a test to determine alcohol or drug levels in the blood.

This only applies if You knew, or should have known, that the Authorised Driver was under the influence of alcohol or drugs, or had a blood alcohol level higher than the level allowed by law, or refused a test.

If You wish to claim under this policy, the law that will apply is the law of the state or territory where the loss, damage or liability occurred.

- Your Vehicle or a Substitute Vehicle being used when it is in an unsafe condition, and You knew, or should have known that it was unsafe to use.
- Your Vehicle being damaged in an accident and You not taking reasonable steps to secure the Vehicle to prevent further loss or damage. This also applies if Your Vehicle is stolen, and then found, and You have been told where it is.

- Any event that does not occur within the period of insurance.
- Failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by this policy.
- Your Vehicle or a Substitute Vehicle being used in connection with the motor trade for experiments, tests, trials, demonstration or towing purposes.
- Your Vehicle or a Substitute Vehicle, having a makers' specified carrying capacity exceeding 2 tonne and being used for transportation of liquid fuels, compressed or liquefied gasses, toxic chemicals, organic peroxides, explosives or any corrosive, oxidising, infectious or radioactive substances. This does not apply if they are used for Your farming and grazing activities and are not in breach of any relevant legislation.
- Your Vehicle or a Substitute Vehicle, being used to carry a greater number of passengers or conveying, towing or lifting a load in excess of that for which the Vehicle was designed.
- Your Vehicle or a Substitute Vehicle, being used for Transport in Bulk of dangerous goods; or transport of any lesser quantity of dangerous goods than that defined as Transport in Bulk unless the method of transportation of goods and the quantity of goods transported complies with the Australian Code for the Transport of Dangerous Goods by Road and Rail and any other state or federal legislation.

### You cannot give Your rights away

You cannot give anyone else an interest in this policy without Our written consent.

### What You are required to do for us

- You must pay Us the premium for this insurance.
- You must tell Us as soon as possible of any changes to:
  - the address where Your Vehicle is normally kept; and
  - the use of Your Vehicle; and
  - regular drivers who will drive Your Vehicle.Changes as listed above may affect Our decision to continue Your insurance cover.
- You must tell Us as soon as possible of any:
  - Modifications that are made to Your Vehicle; and
  - Accessories that are added to Your Vehicle; and
  - driving or criminal offences that have been committed by anyone who regularly drives Your Vehicle. You do not need to tell Us about any parking offences that a regular driver may receive; and
  - drivers who regularly drive Your Vehicle that have their licence suspended, cancelled or restricted by endorsement.
- You must take reasonable precautions to prevent anything which could result in a claim under this policy.
- You must make sure that anyone doing anything on Your behalf obeys all laws.
- You and anyone who is insured by this policy must comply with the conditions of this policy.

## Cancelling Your policy before the due date

You can cancel this policy at any time. To do this You must tell Us in writing. The policy will end when We receive Your notification.

We can cancel this policy if You do any of the following:

- Make a misleading statement to Us when You apply for Your insurance.
- Fail to tell Us anything You should tell Us when You apply for this policy, renew this policy and when You change or reinstate this policy.
- Fail to comply with the conditions of this policy.
- Fail to pay the premium for this insurance.
- Are not fair and open in Your dealings with Us.
- Make a claim during the period of this policy that is not true. The claim does not have to be under this policy and can be with Us or another insurance company.

We may also cancel this policy if there is a change in the circumstances of the risk during the period of insurance.

If We cancel this policy, We will advise You in writing. To do this, a notice will be delivered or posted to You.

## Return of premium if Your policy is cancelled before the due date

If Your policy is cancelled before the due date:

- We will keep the premium for the period that the policy was in force.
- We will return to You the premium for the period from the date the policy ended to the due date of the policy.

## How the Goods and Services Tax affects Your claim

Where We make a payment 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.

Where We make a payment 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 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 other supply.

## The law that applies to this policy

Any disputes arising from this policy will be determined by the courts, and in accordance with the laws, of the state or territory of Australia where this policy is issued.

## How to make a claim

Please contact Your nearest CGU Insurance office when something happens that You believe You can claim for.

## What You must do when You make a claim

You must make Your claim as soon as possible after You suffer a loss. If You do not make it within 30 days, We may reduce what We pay You by an amount to take account of any disadvantage We suffer by the delay.

You must also:

- Take all reasonable steps to stop any further loss from occurring.
- Advise the nearest police station if Your Vehicle or any of Your property is lost or stolen, vandalised or maliciously damaged. We may ask You to give Us a written report from the police.
- Keep the property that has been damaged so We can inspect it.
- Tell Us about any prosecution or inquest that may be held.
- Send Us any document relating to Your claim within 72 hours of You receiving the document.

## What You must not do when You make a claim

You must not do any of the following:

- Repair or replace any damaged property without Our consent.
- Pay, promise to pay, or offer payment, or admit responsibility for a claim.

## You give Us Your rights to claim from anyone else

If You have a right to claim against someone else for a claim You made under this policy, You give Us Your rights to make that claim. You also give Us Your rights to conduct, defend or settle any legal action and to act in Your name.

You must not do anything which prevents Us from doing this and You must give Us all the information and cooperation that We require.

## How a claim payment is calculated

### Claims examples

These claim payment examples show You how a claim settlement is calculated based upon some practical scenarios. Any claim settlement amount will depend upon the facts of each case.

## Section 1 – Damage to or theft of Your Vehicle

Repairs to Your insured Vehicle

- We decide to repair Your Vehicle and We choose the repairer.
- The Vehicle was towed from the scene of the accident to the repairer. We authorised the tow. The towing company invoice Us \$350. The cost of the repairs is \$5,000.
- Your Excess is \$1,000. You are registered for GST.
- You pay the \$1,000 Excess to the repairer.
- We pay the repairer \$4,000 (\$5,000 less \$1,000).
- We pay the towing company \$350.

## Section 1 – Damage to or theft of Your Vehicle

Total loss of insured Vehicle – Market Value

- We decide Your Vehicle is a total loss.
- The Market Value of the insured Vehicle is \$25,000, which is less than the sum insured.
- The damaged Vehicle is worth \$3,000.
- Your Excess is \$1,000.
- You are registered for GST.
- We pay You \$21,727.27 (\$25,000 less \$2,272.73 ITC less \$1,000 Excess).
- We retain the Vehicle.

## Section 1 – Damage to or theft of Your Private Vehicle or Motorcycle listed on the Schedule

Theft of Your Vehicle

- Your Vehicle is stolen and recovered damaged seven days later. The damage to the Vehicle is \$6,500.
- A replacement Vehicle was hired for ten days at a cost of \$75 per day (total \$750).
- Your Excess is \$1,000.
- You are registered for GST.
- You pay the \$1,000 Excess to the repairer.
- We pay the repairer \$5,500 (\$6,500 less \$1,000).
- We pay the hire car company\* \$750.

\* This hire car benefit is only payable per day up to 30 days, therefore 10 days are payable during which time repairs were completed.

## Section 1 – Damage to or theft of Your Private Vehicle listed on the Schedule

New Vehicle option

- We decide that Your Vehicle is a total loss.
- Your Vehicle was only 2 months old from the commencement date of the original registration, was purchased new by You, has travelled 5,000 kilometres. The cost to Us of a new replacement Vehicle is \$50,000.
- There is an Excess of \$1,000. New registration will cost \$850. You are registered for GST.
- We pay to replace the Vehicle \$50,850 (\$50,000 plus \$850).
- You pay Us \$1,000 Excess.

## Section 2 – Legal Liability

Damage to third party property

- We or a court decide You are liable to pay repair costs of \$5,000 for damage to a third party Vehicle.
- We have paid \$1,500 to Our lawyers to defend the claim on Your behalf.
- Your Excess is \$1,000.
- We will pay the third party \$5,000.
- We will pay Our lawyers \$1,500.
- You must pay Us \$1,000 Excess.

# Glossary

In this policy there are words that have a special meaning. These words are listed below and are shown with a Capital letter in the policy.

**Accessories**

means any alteration or addition to the Vehicle that adds value to the Vehicle but does not enhance the performance or alter the safety or handling of the Vehicle.

**Agricultural Vehicle**

including any implement or machine which includes but is not limited to tractors, headers, bulldozers, cultivators, balers and other farming equipment for use in the business.

**Authorised Driver**

means a person You allow to use Your Vehicle.

**Endorsements**

are notices We send to confirm any change to Your insurance.

**Excess**

means the amount of money You will pay if You have a claim for each Vehicle. The amount of Your Excess is shown on Your Schedule.

**Goods Carrying Vehicle**

means any utilities, vans, trucks and goods carrying trailers.

**Market Value**

means the amount of money it would cost You to replace Your Vehicle in Your local area. This takes into account the condition of Your Vehicle.

**Modification**

means any alteration or addition to the Vehicle which enhances the performance or alters the safety or handling of the Vehicle.

**Motorcycle**

means any two, three or four wheel motorcycle designed to travel on land.

**Occupation**

means farmer, grazier, pastoralist or other like pursuit.

**Personal Effects**

means items of clothing or personal belongings normally worn or carried by a person but not including:

- firearms,
- mobile phones,
- cheques, money, credit cards or negotiable instruments,
- jewellery, watches or furs.

**Private Vehicle**

means any cars, station wagons, caravans and their annexes and private trailers.

**Schedule**

is the most current document We give You which sets out the details of Your insurance cover. You receive a Schedule when You first take out Your insurance and again when the policy is renewed or changed. Your Schedule may be called a policy, renewal or endorsement Schedule.

**Substitute Vehicle**

means a Vehicle similar to and used in substitution for the insured Vehicle.

**Transport In Bulk**

means (in relation to the transport of dangerous goods) the transport of dangerous goods:

- in the form of gas, in a container having a capacity exceeding 500 litres;
- in the form of a liquid or paste, in a container having a capacity exceeding 250 litres;
- in the form of a solid, an undivided quantity exceeding 400 kilograms.

**Vehicle**

means any mechanically propelled Vehicle including any Private Vehicle, Goods Carrying Vehicle, Agricultural Vehicle, implement, machine or Motorcycle.

This also includes their standard tools, options and accessories (but not tarpaulins, gates and chains unless specified in the schedule) while installed in or attached to the Vehicle and any artwork or signwriting on the Vehicle.

**We, Us, Our, Ours**

means CGU Insurance Limited, ABN 27 004 478 371.

**You, Your, Yours**

means the person, partnership or company named in the Schedule.







This booklet contains information about CGU's insurance products and services. The information was current at the date of preparation. More information about CGU's products and services, and up-to-date information may be available by calling 13 15 32 or visiting [cgu.com.au](http://cgu.com.au). We will also give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a supplementary or replacement PDS. © 2012.

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Insurer  
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ABN 27 004 478 371