

# COMMERCIAL MOTOR VEHICLE

Insurance Product Disclosure  
Statement and Policy



### **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.

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# Welcome To The Security Of CGU Insurance

**This booklet is important**

## Product Disclosure Statement

This Product Disclosure Statement (PDS) contains two sections:

- Important Information – contains general information about Your Commercial Motor Vehicle Insurance Policy, and
- Commercial Motor Vehicle Insurance Policy – contains the terms and Conditions of Your Insurance Policy.

To assist You to locate specific items in this PDS, a Table of contents is provided on the previous 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, please contact Us.

## Important Information

### The purpose of this PDS

This PDS has been prepared to help You understand this insurance product and provide You with information required under the Corporations Act 2001 to enable You to make an informed decision about Your insurance requirements. This Important Information section sets out information about the insurance.

You still need to read the Policy which provides a detailed description of the cover available and the standard terms, Conditions and Limitations.

This is an important document. Please read it and the other documents it refers to carefully before making a decision and keep them all in a safe and convenient place.

### Who is the insurer

CGU Insurance Limited is the insurer. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291. In this PDS, the Insurer is also referred to as '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 [www.cgu.com.au](http://www.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 the 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 Us or Your intermediary. Details about making a claim are shown in the Policy under 'Claims Procedures'.

## Excess – the amount you pay towards a claim

An Excess is an amount You are required to pay in the event of a claim. An Excess will apply to the Policy unless We agree that You do not have to pay this amount. The Excess may differ depending on the type and value of the Vehicle You wish to insure. The Excess will vary depending on a number of factors including Your Vehicle, the state where the Vehicle is garaged, Your claims experience and the value We insure Your Vehicle for.

In some circumstances You may be required to pay one or more additional Excesses. These will vary depending on the state where the Vehicle is garaged and may include:

- Age Excess:
  - under 19 years of age
  - 19 years of age and over and under 21 years of age
  - 21 years of age and over and under 25 years of age
- Inexperienced driver Excess
  - 25 years and over with less than 2 years licence in Australia

This is only a summary of how Excesses will be applied. For full details, please refer to 'Excess – when and how much' in the Claims Procedures section and Your Policy Schedule.

## The amount you pay for this insurance

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 insurance. We take into consideration a number of factors in setting Our premiums. These factors include the make, model and type of Vehicle being insured including modifications made to the Vehicle, the age and driving experience of people who will be driving the Vehicle, where and how the Vehicle is used, the type of cover, the place where Your Vehicle is garaged, and Your previous insurance and claims history.

Your premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to the Policy. Where We are required to pay an estimated amount (e.g. for a Fire Services Levy) based on criteria set by the government, We allocate to the Policy Our estimate of the amount We will be required to pay. We may over or under recover in any particular year and We do not adjust Your premium because of this.

The premium charged together with the actual amount of these individual taxes and/or charges will be displayed in the Policy Schedule. You can ask Us for more detail.

The premium amount payable (including the charges, taxes or levies included within it) will be specified in the Policy Schedule.

If You change the Policy in any way, You may be entitled to a partial refund of premium or be required to pay an additional amount.

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.

## No Claims Bonus

A 'No Claims Bonus' is a discount that can be earned on Comprehensive policies in recognition of a claims-free record. For each year there is no at-fault claims made on the Policy, We allow a discount from the basic premium. The discount increases each claims-free year until the maximum is reached. The No Claims Bonus discount that applies to Your basic premium is shown in Your current Policy Schedule.

### Protecting your No Claims Bonus

Please note that if Your No Claims Bonus is not penalised after a claim with one insurer, You may still lose some of it if You go to a new insurer.

You will be protected from any at-fault claim during the Period of Insurance if You have paid the additional premium required and Your current Policy Schedule shows "No Claims Bonus protected".

You will not lose any No Claims Bonus with Us on renewal if:

- Your claim involves a collision in which We agree the other driver was completely at fault and You give Us the correct name and address of the other driver and Vehicle registration number, or
- Your claim is only for window glass in a single accident.

### Losing your No Claims Bonus

In all other cases, at the next renewal You will lose part of Your No Claims Bonus following each at-fault claim. The discount then increases again after each claims-free year up to the maximum.

## 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.

## 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 intermediary 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. If the staff member or claims officer are unable to resolve the matter for You, You or Your insurance intermediary may speak to a manager. The manager will usually provide You with a response to Your complaint within 15 days. If the timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with You alternative timeframes. If You are not satisfied with Our response or We cannot agree with You on alternative timeframes, 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 intermediary to the relevant dispute handling department or area who will conduct a review of Your dispute and will usually provide You with a response to Your dispute within 15 business days. If the timeframe is impractical, We will discuss with You alternative timeframes. If You are still not satisfied with Our response to Your dispute or We cannot agree on alternative timeframes, 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 options available to You, including, if appropriate, referring You to the external dispute resolution scheme administered by the Financial Ombudsman Service Limited (FOS).

You will not be able to have Your dispute resolved by the FOS if You are not eligible under the FOS's Terms of Reference.

Further information about Our complaint and dispute resolution procedures is available by contacting Us.

## What you do not need to tell us

You do not need to tell Us anything that:

- reduces Our risk.
- is of common knowledge.
- We know, or as an insurer should already know.
- We tell You that We do not want to know.

## What will happen if you do not tell us

If You withhold relevant information or You do not answer Our questions in the way We have described, We can reduce the amount We pay for Your claim, or We can cancel Your Policy. If Your failure to tell Us is fraudulent, or Your answers are untruthful, We can treat Your Policy as if it never existed.

## Taxation information

This insurance is subject to GST. The GST amount will be specified in the Policy Schedule. If You are registered for GST purposes, You may be able to claim an input tax credit in respect of GST We collect from You.

Details about the Goods and Services Tax in relation to a payment under this Policy, are shown under 'How the Goods and Services Tax affects Your claim' in the 'Claims Procedures' section of this Policy.

## 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 131060.

## Your duty of disclosure

### What you need to tell us

You must tell Us everything that You know, or should know, could affect Our decision to insure You and/or the terms on which We insure You. You must do this when You apply for a Policy, when You renew Your Policy and when You change or reinstate Your Policy. When We ask You specific questions, You must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured by the Policy answers all questions in this way. These requirements are part of the Insurance Contracts Act 1984.

# Commercial Motor Vehicle Insurance Policy

## Your policy

This Policy wording sets out the terms, Conditions, Exclusions, Limitations and Endorsements that apply for the insurance We offer You. Before applying for Your insurance, please take the time to read this document carefully. If We agree to insure You, a Schedule will be sent out to You which sets out the cover You have taken. When reviewing You should carefully check the details in Your Schedule.

## General definitions

The intended meaning of some of the important words used throughout this Policy is shown in the following table.

**Agreed Value** means the amount (exclusive of GST) shown in the Schedule for which We agree to cover Your Vehicle and applies to Comprehensive cover of sedans or station wagons, four-wheel drives, vans, utilities, or other goods carrying Vehicles that have a carrying capacity not exceeding 2 tonnes.

**Dangerous Goods** means substances or items classified as:

- explosives in the Australian Code for the Transport of Explosives by Road and Rail; or
- dangerous goods in the Australian Code for the Transport of Dangerous Goods by Road and Rail.

**Excess** means the amount shown in the Schedule You must pay towards every claim for each Vehicle insured by Your Policy.

**Market Value** means the cost (exclusive of GST) to replace a vehicle with another vehicle of the same age, condition, make and model, immediately before the loss, destruction or damage

**Period of Insurance** means the period commencing at the inception date shown in the Schedule and ending on the expiry date shown in the Schedule.

**Personal Effects and Tools** means items of clothing, personal belongings, or tools used in connection with Your business, but not including:

- mobile electronic devices,
- cheques, money, credit cards or negotiable instruments,
- jewellery or watches

**Policy Schedule** means the schedule issued by Us, which forms part of this Policy and shows Your Policy number, the type of cover selected by You, and any special terms, limits, Conditions, Exclusions, Endorsements and any Excess.

**Pollutants** Any irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, chemicals or waste. Waste includes but is not limited to all materials to be recycled, reconditioned or reclaimed.

**Sum Insured** means the amount (exclusive of GST) specified in the Schedule, or in other documents forming part of Your Policy, against each of Your Vehicles.

**Total Loss** means:

- We assess that the likely cost to repair the Vehicle plus the value of any salvage exceeds:
  - the Agreed Value if Your Vehicle is insured for Agreed Value, or
  - the Market Value or Sum Insured, whichever is less, or
- the Vehicle is stolen and not recovered within a reasonable period of time as determined by Us.

**Use of Your Vehicle** means use of Your Vehicle:

- in connection with Your business or occupation, or
- for private use.

**Valid Licence** means the appropriate licence required by law to drive or operate the Vehicle. (Valid Licence includes a learner's permit. The driver must be with someone who holds a full licence to drive Your Vehicle, if it is a condition of the permit.)

**Vehicle** means the vehicle(s) shown in Your current Schedule. Your vehicle includes:

- standard tools and the manufacturer's fitted equipment,
- permanently fitted equipment, including equipment owned by Your employees,
- any additional equipment shown on Your current Policy Schedule,
- permanent business sign-writing or artwork on Your vehicle,
- gates, tarpaulins, chains, ropes, and winches while attached to or contained within the vehicle.

Your vehicle does not include:

- any mobile electronic device (or part of one) that can be removed and operated away from the vehicle,
- any vehicle modified from the manufacturer's original design or standard specifications without our agreement in writing,
- any vehicle that is loaded illegally or towing illegally, or is unsafe, but only if You should have known about it and only if it has something to do with an accident happening,
- any vehicle forming part of Your stock in trade,
- any vehicle designed to be able to travel anywhere other than on land,
- fuel, oil, or any other consumable item.

**We, Us, Our, Ours** means CGU Insurance Limited, ABN 27 004 478 371.

**You, Your** means the Person(s) or legal entity named in the Schedule.

## When you are insured

We will insure You during the Period of Insurance for the type of cover You have selected. This is on the basis that You have paid or agreed to pay Us the premium for the type of cover You have selected and which the current Schedule indicates is in force.



## Type of cover

There are three types of cover available under this Policy. For each type of cover, the Policy operates as follows:

### A. Comprehensive

You have cover under:

- **Section 1 – Damage To Or Theft Of Your Vehicle,** and
- **Section 2 – Legal Liability.**

### B. Third Party, Fire and Theft

You have cover under:

- **Section 1 – Damage To Or Theft Of Your Vehicle.**

We will only cover Your Vehicle for:

- theft, or
- damage caused by:
  - fire,
  - explosion, or
  - lightning.

The maximum amount We will pay for a Section 1 claim under Third Party, Fire and Theft cover is \$10,000.

- **Section 2 – Legal Liability.**

### C. Third Party only

You have cover under:

- **Section 2 – Legal Liability.**

The type of cover for each insured Vehicle will be shown on Your Schedule.

# Section 1 Damage To Or Theft Of Your Vehicle

## Cover

We will cover You during the Period of Insurance for damage to or theft of Your Vehicle shown in the Policy Schedule depending on the type of cover You have selected. We will only do this if Your Vehicle is used with Your permission, within Australia and the damage or theft arises from the Use of Your Vehicle.

## Additional benefits

### Comprehensive cover

If You have a valid claim under Section 1, the cover is extended to include the following additional benefits for Comprehensive cover only:

### Automatic addition

We will provide Comprehensive cover on vehicles purchased by You during the Period of Insurance, provided that:

- such Vehicles are of a similar type to Vehicles insured by You at the commencement of the Period of Insurance,
- the maximum We will pay, in respect of damage to any such vehicle, is the Market Value, the amount You paid for it or \$250,000, whichever is less,
- You notify Us within 30 days of acquisition,
- You pay Us any additional premium.

### Completion of journey

We will pay up to \$1,500 for the reasonable cost of:

- hiring another vehicle of similar make and model to complete the journey, or
- returning Your driver and any non fare-paying passengers to the point of departure, or, at Your option, transporting them to the driver's destination, or
- overnight accommodation costs if the journey cannot be completed within the day,

following loss, destruction or damage if Your Vehicle cannot be safely driven, and the loss, destruction or damage occurs more than 100 kilometres from where Your Vehicle is usually garaged.

### Disabled driver modifications

We will pay up to \$5,000 for the reasonable costs incurred to modify Your Vehicle or Your driver's own private vehicle, if Your driver is permanently injured in an accident involving Your Vehicle.

### Emergency repairs

We will pay up to \$2,000 for the reasonable cost of immediate repairs to enable Your Vehicle to be driven safely following loss, destruction or damage.

## Emergency services costs

We will pay up to \$20,000 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.

## Employees vehicles

We will provide Comprehensive cover to Your employees using their own vehicles, but only if:

- Your employee is using his or her vehicle in the course of his or her employment with You, and
- the vehicle is not covered under any other policy of insurance providing similar insurance as that provided under this additional benefit.

The maximum We will pay in respect of damage to any such vehicle is the Market Value or \$25,000, whichever is less.

## Faultless collision excess waiver

We will not apply any Excess if:

- Your Vehicle is involved in a collision with another vehicle; and
- We agree that the driver of the other vehicle was totally at fault; and
- You provide Us with the registration number of the other vehicle, and the name and address of its driver; and
- Your claim exceeds the Excess(es) that would otherwise be applicable.

## Funeral expenses

We will pay up to \$10,000 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.

## General average charges

We will pay Your share of any general average charges, where such maritime conditions apply, resulting from sea transport of Your Vehicle between places in Australia, or the amount payable under Section 1 - Basis of loss settlement, whichever is less.

## Hire vehicle following fire or theft

We will pay up to \$2,500 in total for the reasonable cost incurred by You for hiring a replacement vehicle, of similar make and model or carrying capacity, following notification by You to Us of fire or theft of Your Vehicle.

We will not pay this additional benefit in respect of any period of hire continuing after Your Vehicle has been recovered and repaired, or after We settle Your claim as a Total Loss. However this cover only applies if Your Vehicle is a sedan or station wagon or other vehicle with a carrying capacity up to 5 tonnes.

## Lease or commercial finance agreement payout

We will pay up to 25 per cent of the Market Value of Your Vehicle or the Sum Insured shown on Your current Policy Schedule, whichever is the lower, toward the discharge of Your obligation under a lease agreement or commercial finance agreement, if:

- Your Vehicle is declared a Total Loss, and
- the lease or commercial finance agreement payout exceeds the amount payable under the basis of loss settlement, and
- Your Vehicle was not purchased via a personal loan or other form or credit.

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.

## New vehicle option

If Your Vehicle is:

- a sedan or station wagon, or is a four-wheel drive, van, utility, or other goods carrying vehicle and has a carrying capacity not exceeding 5 tonnes; and
- less than 24 months old from the date Your vehicle was first registered; and
- declared a Total Loss,

We will replace Your Vehicle with a new vehicle of the same make and model and with the same accessories, (or if unavailable, a Vehicle of similar make and model and with similar accessories), including registration fees, compulsory third party insurance, delivery charges and stamp duty. Upon delivery of the replacement vehicle, you will need to pay:

- any Excess that applies to your claim; and
- any outstanding premiums; and
- the unused portion of registration fees and compulsory third party insurance.

## Other interested party

We will extend cover to include any entity or person who has a financial and insurable interest in Your Vehicle

## Personal effects and tools

We will pay up to \$1,000 in total for loss, destruction, or damage to Personal Effects and Tools belonging to You or Your employees, if they are not otherwise insured, and are:

- lost, destroyed, or damaged in an accident involving Your Vehicle, or
- stolen from Your securely locked Vehicle.

## Removal of debris

We will pay up to \$25,000 for the cost necessarily incurred in the clean up and removal of vehicle debris including debris from:

- goods falling from Your Vehicle; or
- the spillage, escape, or explosion of goods being carried by Your Vehicle.

## Repair guarantee

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 5 tonnes and is repaired by a repairer suggested by Us, We guarantee the quality of those repairs for as long as You own the Vehicle.

## Replacement of locks and key

We will pay up to \$5,000 or up to 20% of the Vehicle value whichever is the lesser, 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.

## Taxi Fare

We will pay up to \$100 in addition to the Sum Insured for the cost of a taxi fare paid by You for transport from the scene of an accident where Your Vehicle is damaged and requires towing, provided that You provide Us with a receipt.

## Tyre replacement

We will pay for the new replacement cost of tyres if any tyre cannot be used following loss, destruction, or damage, if:

- the condition of the damage tyre, before it was damaged, conformed with legal requirements; and
- it was not a recapped or retread tyre.

## Comprehensive and fire and theft cover

If You have a valid claim under Section 1, the cover is extended to include the following additional benefits for Comprehensive and Fire and Theft cover:

### Towing

We will pay the reasonable cost of towing Your damaged Vehicle after an accident to a repairer near the accident site, or to any other place approved by Us.

### Use of trailers

We will pay up to \$1,000 or the Market Value of the trailer, whichever is the lesser, for theft, or damage sustained by any two-wheeled or four-wheeled trailer while it is attached to Your Vehicle. We will not provide any cover under this extension if there is any other insurance in place covering the same event.

### Return of vehicle

We will pay up to \$5,000 for the reasonable cost of returning Your Vehicle following its repair or recovery.

## Basis of loss settlement

The amount payable in respect of damage to or theft of Your Vehicle insured under Section 1 will be as set out below:

### Replacement, repair or reinstatement

Following damage to or theft of Your Vehicle indemnified under Section 1, We may decide to:

- repair or replace Your Vehicle or, at Our option, make a cash payment equivalent to the cost of repairing or replacing Your Vehicle, or
- reinstate Your Vehicle to its condition before it was damaged, or
- pay the:
  - Market Value of Your Vehicle or the Sum Insured shown on Your current Policy Schedule, whichever is the lower amount, or
  - Agreed Value shown on Your Policy Schedule.

If 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.
- 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 the 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.

You may have to pay an Excess towards any claim (See Claims Procedures section).

### Total loss

When We have settled a claim as a Total Loss:

- the wreckage becomes Our property;
- any proceeds of any salvage sale becomes Ours; and
- the insurance on the Vehicle terminates without refund of premium

## Limitations applicable to Section 1

### Maximum retention

If this Policy covers more than one Vehicle, the maximum amount We will pay for the total of all claims arising from one event is one million dollars (\$1,000,000) unless stated otherwise in Your current Policy Schedule.

## Exclusions applicable to Section 1

We will not pay for loss or damage caused by or arising out of:

### Mechanical damage, breakdown or failure

Structural, mechanical, electrical, or electronic breakdown or failure. However We will cover loss or damage to Your Vehicle if an accident occurs resulting from such breakdown or failure.

### Lubricant or coolant

Mechanical damage (other than by fire) as a result of the absence or leaking of lubricant or coolant, or using a type of lubricant or coolant that is not intended for the make and model of Your vehicle.

### Resultant loss

Loss of use of the Vehicle.

### Solidification

Solidification of any goods carried by Your Vehicle or any container attached to Your Vehicle.

### Tyre damage

The tyres of the Vehicle being damaged by the application of brakes, or by road punctures, cuts or bursts.

### Theft of tarpaulins, chains, ropes and winches

Loss by theft of tarpaulins, chains, ropes and winches attached to or contained in Your Vehicle, unless as a result of theft of Your Vehicle.

### Theft or attempted theft

Loss by theft or attempted theft of the vehicle:

- during or after a fire or accident unless You have taken reasonable steps to ensure the safety of the Vehicle;
- by false pretence or by fraudulent conversion;
- by any person to whom You have entrusted the Vehicle for any purpose.

### Wear and tear, or depreciation

Wear and tear, rust or corrosion, gradual deterioration or depreciation.

# Section 2

## Legal Liability

## Definitions applicable to Section 2 only

**Additional Insured** means:

- any person in charge of Your Vehicle with Your permission,
- any passenger in, or on, Your Vehicle,
- Your employer, partner or principal when Your Vehicle is used on behalf of any of them,
- Australian governments, local governments or statutory bodies when Your Vehicle is used on behalf of any of them,
- the legal representative of a deceased person covered under this Policy.

**Event** means a single accident or a series of accidents with the same original cause.

**Liability** means a person's legal responsibility to pay compensation to another person.

**Uninsured Vehicle** means that neither the owner nor the driver of the other vehicle is insured against Liability for property damage.

**Use of Your Vehicle** also includes:

- goods falling from it,
- loading and unloading it, but not carrying a load (or part of a load) to or from Your Vehicle,
- towing a single trailer, caravan or disabled Vehicle.

## Cover

We will indemnify You and any Additional Insured for Liability arising from property damage or bodily injury as a result of an accident occurring during the Period of Insurance caused by the Use of Your Vehicle, if it is:

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

In addition, this part of the Policy operates for Liability arising from property damage if Your Vehicle is mobile agricultural machinery that is exempt from registration, being used on a public road or on public property and carrying a legal permit for such use.

## Limitations applicable to Section 2

Your current Policy Schedule shows, as the limit of indemnity, the maximum amount We will pay for the total of all claims arising from one Event of:

- \$30,000,000, or
- \$1,000,000 if Your Vehicle is being used for the transport of Dangerous Goods and complies with the Australian Code for the Transport of Dangerous Goods by Road or Rail, or
- if an amount is specified in the Policy Schedule, that amount.

You may have to pay an 'Excess' towards any claim. (See Claims Procedures section.)

## Additional benefits

If a valid claim is made under Section 2, the cover is extended to include the following additional benefits. These benefits do not extend the limit of indemnity as shown in Your current Policy Schedule.

### Non-owned vehicles

We will pay for Your liability arising from the use of any vehicle that is:

- not owned or supplied by You, and
- being driven by You or by a person authorised by You in connection with Your business, and
- not covered under any other policy of insurance providing similar insurance as that provided under this additional benefit.

We will not pay for Your Liability for loss, destruction or damage to such vehicle.

### Damage caused by uninsured vehicles

If the type of cover for Your Vehicle is Third Party, Fire and Theft, or Third Party Only, We will pay up to \$5,000 for the repair or replacement of Your Vehicle where Your Vehicle is damaged as a result of a collision with an Uninsured Vehicle, if:

- We agree the other driver was completely at fault, and
- You can provide Us with the name and address of the other driver, and
- neither the driver nor the owner of the other vehicle was insured, and
- the other vehicle was not owned by You, or registered in Your name or in the name of any other person with whom You usually reside or who usually resides with You.

## Exclusions applicable to Section 2

We will not indemnify for:

### Bodily injury

We will not pay for any liability:

- to any member of Your family or to any person ordinarily residing with You or with whom You ordinarily reside
- in respect of which You are, or any other person is, required by law to have in force at the time such liability is incurred, a policy of insurance
- in respect of which insurance is required by virtue of any statutory workers' compensation scheme.

### Contractual liability

Compensation payable only because of an agreement You have entered into.

We agree to give up Our right of recovery against a business or municipal corporation, or a government or statutory authority, if You have been required to release them from Liability under a written contract.

### Fines or punitive damages

We will not pay for any fines, or any punitive, exemplary or aggravated damages which a court awards against You or another person covered under this Policy.

### Mobile crane

Liability caused by operating Your Vehicle as a mobile crane to lift goods. This exclusion does not apply to loading or unloading goods onto or from Your Vehicle, by use of a crane mounted on the Vehicle.

### Property in care or control

Damage to any property owned by or in the care or control of a person covered under this Policy. The following property is not subject to this exclusion:

- employees' or visitors' vehicles and their contents while in a carpark owned or operated by You.
- any building that is both rented and occupied by the person covered.

### Territorial limits

Any claim bought in any country outside Australia, or in a court within Australia exercising the jurisdiction of a country other than Australia.

### Tool of trade

Liability caused by any vehicle, plant or equipment that is being used for excavating, digging, grading, drilling, lifting, pumping, vacuuming or other mechanical work, other than for:

- loading and unloading goods onto or from a vehicle, by use of a crane mounted on that vehicle, or
- transit to or from or within a work site, or
- transport or haulage.

### Trailer, caravan or vehicle under tow

Damage to any trailer, caravan or disabled vehicle being towed by Your Vehicle other than the limited cover given under Section 1 – Additional benefit, Use of trailers.

### Vibration

Liability caused by vibration or by the weight of Your Vehicle.



# General Exclusions Applicable To Sections 1 And 2

We shall not be liable for:

## 1. Excluded driver(s)

Your Policy does not cover any loss, damage or Liability caused by, or arising directly or indirectly from:

- 1.1 any person who does not have Your permission to be driving Your Vehicle
- 1.2 any person who does not hold a Valid Licence required by law for driving Your Vehicle.
- 1.3 any person whose driving licence is not valid in the place where Your Vehicle is being used.
- 1.4 any person driving while under the influence of alcohol or any drug.
- 1.5 any person driving with an illegal amount of alcohol or any drug in their blood.
- 1.6 any person who refuses to be legally tested for alcohol or any drug.
- 1.7 any person or group of people excluded in Your Policy Schedule.
- 1.8 any unspecified person if Your Policy Schedule restricts use to specified drivers.

If the person driving Your Vehicle is excluded above and You can show that:

- Your Vehicle was stolen or illegally driven without Your permission, or
- You could not reasonably have known that the driver was unlicensed or would be driving while affected by alcohol or a drug,

and the driver is not named as one of the insured, We will still provide cover under this Policy to the insured, but not to the driver. In these circumstances, the person driving has no protection under Your Policy. Where possible, We will try to recover from the driver any amount paid to You or on Your behalf.

## 2. Use of vehicle

Your Policy does not cover any loss, damage or Liability caused by, or arising directly or indirectly from:

- 2.1 carrying passengers for payment other than private car sharing arrangements.
- 2.2 driving tuition for payment.
- 2.3 motor trade use other than servicing, repairing or testing of Your Vehicle.
- 2.4 Use for any illegal purpose.
- 2.5 Use for any race, trial, contest, stunt or experiment.
- 2.6 letting Your Vehicle on hire to others.
- 2.7 carrying goods unlawfully.

- 2.8 use of Your Vehicle in underground mines, mining shafts or tunnels that are not public roads.
- 2.9 use of Your Vehicle on premises of an airport that handles scheduled commercial flights, provided that this exclusion only applies to areas within the airport that are restricted and not accessible to the general public.
- 2.10 use of Your Vehicle on rails, tracks or cables.

## 3. Dangerous goods

Your Policy does not cover any loss, damage or Liability caused by, or arising directly or indirectly from carrying of any of the following Dangerous Goods:

- 3.1 explosives or radioactive substances, in any quantity.
- 3.2 all Dangerous Goods if the manner in which they are transported does not comply with the Australian Code for the Transport of Dangerous Goods by Road or Rail, or any other applicable legislation and regulations.

## 4. Other exclusions

Your Policy does not cover any loss, damage or Liability caused by, or arising directly or indirectly from:

- 4.1 a deliberate act ordered or carried out by You, or by any person acting with Your permission, except when it is to avoid or reduce damage that would otherwise happen.
- 4.2
  - a) war or warlike activities, which includes invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or seized power,
  - b) terrorism; being an act, which may include but is not limited to an act involving the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 4.3 radioactivity, or from the use, existence or escape of nuclear fuel, material or waste, or the action of nuclear fission.
- 4.4 lawful removal of Your Vehicle from Your possession.
- 4.5
  - a) death or bodily injury or property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water),
  - b) death or bodily injury or property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances caused by any product that has been discarded, dumped, abandoned or thrown away by others,

- c) the cost of removing, nullifying or cleaning up Pollutants or contaminated substances, or
- d) the cost of preventing the escape of Pollutants or contaminated substances.

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

- 4.6 the unroadworthy or unsafe condition of the Vehicle. We will pay if You prove that You did not know, and could not reasonably have known, of the unroadworthy or unsafe condition of the Vehicle at the time of the loss, destruction, or damage or the incurring of the Liability.
- 4.7 the use or presence of asbestos or asbestos products or asbestos contained in any products.

# General Conditions Applicable To Sections 1 And 2

## Additional vehicle

If You get an additional vehicle that has a carrying capacity exceeding 5 tonnes, You should apply for cover before taking delivery of the new vehicle. Automatic cover for this type of additional vehicle is not included.

## Cancellation

### By you

You can cancel this Policy at any time. To do this You must ask Us in writing to cancel Your Policy. The Policy will end when We receive Your request.

### By us

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, when You renew this Policy, or 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 cancel this Policy if You fail to notify Us of a change in the circumstances of the risk during the Period of Insurance.

We may cancel this Policy if You do not do what We have told You that You are required to do.

If We cancel this Policy, We will tell You in writing.

### Total loss

If We pay the Market Value, Agreed Value or Sum Insured, or if We pay for the replacement of Your Vehicle, then Your Policy comes to an end without refund of premium.

However:

- if Your premium is payable by instalments, You must pay the balance of the annual premium for the time remaining on Your Policy before We will pay Your claim,
- if Your claim is for a collision and We decide the other driver was completely at fault, We will allow this Policy to continue for a replacement Vehicle. In that event, You only pay any extra premium We require (because of the change in risk or circumstances or type or value of Vehicle) for the time remaining on Your Policy.

## Return of premium

If Your Policy is cancelled before the due date:

- We will keep the premium that applies to the period that the Policy was in force,
- We will return to You the premium that applies to the period from the date the Policy ended to the due date of the Policy. However, if this amount is \$50 or less, We may not return the premium to You.

## Change of ownership

If You dispose of Your Vehicle or give up any of Your ownership of it, Your cover comes to an end without notice to obtain a refund, see Cancellation section above.

## Changing your vehicle

Your replacement vehicle has the same cover of this Policy for thirty days from the time You buy it.

However:

- this only applies if the replacement vehicle is of a similar type and carrying capacity as the Vehicle it replaces and will be used for similar purposes, and
- until We have agreed to cover it, the maximum amount We will pay for loss or damage is the Market Value, the price You paid for it (as there will be no 'Sum Insured') or \$250,000, whichever is lower.

If We agree to cover the replacement vehicle, We will give You a new Schedule and You must pay any extra premium required. If We do not agree to cover it, or You do not agree to Our terms, the Policy may be cancelled by You or by Us, as described in Cancellation section above. Your previous Vehicle is no longer covered unless We agree in writing, and You pay any extra premium required.

Any premium adjustment of \$50 or less may not be charged by Us or refunded to You.

## Instalment premium

Your Policy does not cover any events that happen when any instalment premium has remained unpaid for one month or more. If You pay Your premium by instalments and You are more than one month behind, We may cancel Your Policy without notice.

## Joint insured

Any claim, statement, act or omission made by any one of the people named as 'the insured' in Your Policy, is made by all of them.

## What you are required to do for us

Failure to do any of these things may affect Our decision to continue Your insurance cover. Changes to the Vehicle or circumstances of the risk may also affect Our decision to continue Your insurance cover.

- 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.
- 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 that 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.

## You cannot give your rights away

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



# Claims Procedures Applicable To Section 1 And 2

## Excess: when and how much

An Excess is the amount You must pay towards every claim for each Vehicle insured by Your Policy.

We will reduce the amount We pay for Your claim by the Excess.

1. The Excess amount shown on Your current Policy Schedule applies to every claim.
2. Additional Excesses:
  - 2.1 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,
    - 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.
  - 2.2 The age Excess and inexperienced driver Excess amounts, if any, as shown on Your current Policy Schedule, apply (as below) only when Your Vehicle is actually being driven by people allowed to drive. They do not apply if Your Vehicle is not being driven, or if Your claim is for window damage 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 licensed but does not hold a licence issued in Australia or New Zealand.
    - Age Excess or inexperienced driver's Excess does not apply to a driver holding a valid learners permit and driving the Vehicle in accordance with the relevant State or Territory regulations. However the age Excess or inexperienced driver's Excess will apply to the supervising driver of the vehicle if the supervising driver, had they been the driver of the vehicle, would have been subject to the age Excess or inexperienced driver's Excess.
  - 2.3 Other additional Excesses may be specified in the Schedule.
3. Total Excess:

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

## 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.

## Making a claim

These are things that must be done by You and any other person covered by Your Policy. If these conditions are not followed, We may refuse a claim.

### First

- Take all reasonable steps to prevent further loss or damage.
- Ask for the names, addresses and licence numbers of any other drivers involved, and registration numbers of the other vehicles involved.
- Try to get the names and addresses of any witnesses.
- If possible take photos of the accident scene and any vehicle damage.
- Any theft or deliberate damage must be reported to the police immediately.
- Do not admit fault, defend a claim, or make any offer or payment to anyone without Our agreement. Allow Us to do these things.
- Keep all damaged property to allow Us to inspect if required.

### Next

- Contact Us (or Your insurance adviser or authorised representative) for help, or contact CGU on 13 24 80 (13 CGU 0). Claims can be lodged 24 hours a day, 7 days a week. Alternatively You can download a claim form from [www.cgu.com.au](http://www.cgu.com.au).

### Other conditions

- Promptly send Us anything You receive about an incident that resulted in a claim, or might result in a claim (even if You are not claiming for damage to Your Vehicle).
- Give Us all reasonable help and information requested, which may include attending court to give evidence. You must do this even after We pay a claim, because We may try to recover Our payment from the responsible person or We may want to defend a claim that some other person has made against You.
- Do not make any false statements in connection with Your Policy or any claim that You make.

## Rights of conduct and recovery

- 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 that prevents Us from doing this and You must give Us all the information and cooperation that We require.

## Repair of your vehicle

If We decide to repair Your Vehicle, and subject to:

- cover for Your Vehicle under Section 1 being in force, and
- the Exclusions, terms and Conditions of the Policy:

### Repair authority

- Your Vehicle must be available for inspection by Us. We only accept responsibility for repairs carried out under Our signed authority.
- If emergency repairs (without Our signed authority) are carried out to make Your Vehicle drivable immediately after an accident, We will accept responsibility for the cost up to \$2,000. However, this is still subject to the Exclusions, terms and Conditions of the Policy.

### Contribution

- If We agree to additional repairs, painting or replacement parts that improve the condition of Your Vehicle, You must pay for the amount of the improvement.
- You will not need to pay any contribution towards the cost of replacement parts, if Your Vehicle and the parts being replaced are less than two years old.

### Parts not available in Australia

If Your Vehicle needs any parts that are not available in Australia and We agree to them being obtained outside Australia, We will not pay any more than:

- the overseas list price for those parts, plus
- surface transport and landing costs.

# Endorsements

The following Endorsements apply to and form part of this Policy but only when the title appears in the Schedule.

## Maximum No Claims Bonus Protection

If Your Vehicle is insured for Maximum No Claims Bonus Protection, We will protect Your No Claims Bonus for any claims incurred during Your Period of Insurance. To be eligible, You must be on the maximum No Claims Bonus.

## Windscreen extension

If Your Vehicle is insured for windscreen extension, You can claim for any windscreen or window glass damage during the Period of Insurance, without the application of any Excess.

## Hire vehicle following accident

If Your Vehicle is damaged and You have a valid claim under Section 1, cover for Your Vehicle is extended to include the following additional benefit for Comprehensive Cover only:

We will pay up to \$2,500 in total for the reasonable cost incurred by You for hiring a replacement vehicle, of similar make and model or carrying capacity, following notification by You to Us of damage to Your Vehicle.

We will not pay this additional benefit in respect of any period of hire continuing after Your Vehicle has been repaired, or after We settle Your claim as a Total Loss. However this cover only applies if Your Vehicle is a sedan or station wagon or other vehicle with a carrying capacity up to 5 tonnes.

# 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 vehicle

#### 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.

### Section 1 – Damage to or theft of your vehicle

#### Total loss of insured vehicle – lease payout figure – market value

We decide Your Vehicle is a Total Loss. Your Vehicle is a sedan.

The amount for which you are responsible under the lease agreement is \$30,000, which is greater than the Market Value. The damaged Vehicle is worth \$3,000. The Market Value of the insured Vehicle is \$28,000. The amount for which You are responsible under the lease agreement is less than 25% greater than the Market Value.

Your excess is \$1,000.

You are registered for GST.

We pay you \$26,272.73 (\$30,000 less \$2,727.27 ITC less \$1,000).

We retain the Vehicle.

### Section 1 – Damage to or theft of your vehicle

#### 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 and has a maximum carrying capacity of less than five tonnes. 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 a \$1,000 excess, plus any outstanding premiums, plus any unused portion of registration and compulsory third party insurance from Your Vehicle that was a Total Loss.

### 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.

# Notes

# Notes

# Notes



## CONTACT DETAILS

**Enquiries** 13 24 81  
**Claims** 13 24 80

### Mailing address

GPO Box 9902 in your capital city

#### Sydney

388 George Street  
Sydney NSW 2000

#### Melbourne

181 William Street  
Melbourne VIC 3000

#### Brisbane

189 Grey Street  
South Bank QLD 4101

#### Perth

46 Colin Street  
West Perth WA 6005

#### Adelaide

80 Flinders Street  
Adelaide SA 5000

