

# Commercial Motor

## Product Disclosure Statement and Motor Vehicle Insurance Policy



POLICY

This Policy is underwritten by QBE Insurance (Australia) Limited  
ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney



## About this booklet

This booklet contains 2 separate sections:  
Part A and Part B.

### Part A – Product Disclosure Statement (PDS)

Part A of this booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. It gives a summary of the significant benefits and risks associated with this product (you should refer to Part B – Terms and Conditions for full details).

The PDS also contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, terms, conditions and obligations attaching to this product. Please read Parts A and B of this booklet carefully.

### Part B – Policy Terms and Conditions

Part B of this booklet contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy. It is Part B which forms part of your legal contract with us.

If we issue you with an insurance policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Policy Schedule we send to you form your legal contract with us so please keep them in a safe place for future reference.

If you require further information about this product, please contact your Financial Services Provider.

### About QBE Australia

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide industry-leading insurance solutions that are focused on the needs of intermediaries and their clients.

QBE is a household name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

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## PART A – PRODUCT DISCLOSURE STATEMENT (PDS) FOR COMMERCIAL MOTOR

### Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any major omissions, updates or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to you with the PDS.

### Significant benefits and features

If you take Comprehensive cover and your vehicle is registered:

We believe the most significant benefits of this insurance Policy are that it protects:

- (a) your financial investment in your motor vehicle if it is stolen or damaged due to an incident which is covered by Section 1: 'Loss, damage, theft or attempted theft of your vehicle' in this Policy,
- (b) you for your legal liability to third parties in the event of an incident which is covered by the liability cover section of this Policy.

If you take Comprehensive cover and your vehicle is unregistered:

- (a) your financial investment in your motor vehicle if it is stolen or damaged due to an incident which is covered by Section 1: 'Loss, damage, theft or attempted theft of your vehicle' in this Policy.

If you take Third Party Property Damage cover including fire and theft and your vehicle is registered:

We believe the most significant benefits of this insurance Policy are that it protects:

- (a) your financial investment in your motor vehicle if it is stolen or damaged due to fire, explosion, lightning or attempted theft,
- (b) you for your legal liability to third parties in the event of an incident which is covered by the liability cover section of this Policy.

If your vehicle is unregistered:

We believe the most significant benefits of this insurance Policy are that it protects your financial investment in your motor vehicle if it is stolen or lost or damaged due to fire, explosion, lightning or attempted theft.

If you take Third Party Property Damage cover:

We believe the most significant benefits of this insurance Policy are that it protects your legal liability to Third Parties in the event of an incident which is covered by the liability cover section of this Policy.

This insurance Policy also provides the additional benefits below following loss or damage covered under this Policy:

All covers	<ul style="list-style-type: none"> <li>• removal of vehicle debris – up to \$50,000</li> <li>• car sharing</li> <li>• waiver of subrogation</li> <li>• choice of repairer</li> </ul>
Comprehensive cover only	<ul style="list-style-type: none"> <li>• towing costs following an accident</li> <li>• redelivery of your vehicle to your parked address after insured repairs where the repairer is more than 150 kilometres from your vehicles normal parked address – \$3,000</li> <li>• recovery costs following theft – \$5,000</li> <li>• cost of accommodation and repatriating your driver following theft or accident covered under this Policy up to \$3,000               <ul style="list-style-type: none"> <li>– where your vehicle was more than 150km from its normal parked address or point of departure, and</li> <li>– the vehicle was being used in connection with your business</li> <li>– costs exclude emergency medical transportation</li> </ul> </li> <li>• trailer cover \$1,000 &lt; 2,000 kg gvm</li> <li>• non owned trailer \$75,000</li> <li>• automatic additions of additional or replacement vehicles               <ul style="list-style-type: none"> <li>– up to 30 days</li> <li>– up to \$300,000</li> </ul> </li> <li>• signwriting               <ul style="list-style-type: none"> <li>– replacement cost</li> </ul> </li> <li>• maritime liability if your vehicle is being transported by sea between Australian ports we cover your contribution if you are required to contribute to general average</li> <li>• new vehicle replacement               <ul style="list-style-type: none"> <li>– up to 24 months from 1st registration</li> <li>– limited to vehicles less than 12,000 kg gvm</li> </ul> </li> <li>• hire car cost following theft               <ul style="list-style-type: none"> <li>– up to \$5,000</li> <li>– up to 30 days</li> </ul> </li> <li>• faultless no claim discount</li> <li>• where your vehicle is subject to a lease, hire purchase or any financial agreement through a financial institution directly related to financing of the vehicle purchase, and the payout amount exceeds the agreed total loss amount, we will pay in addition to the agreed total loss amount:               <ul style="list-style-type: none"> <li>– 25% over and above the agreed total loss amount but not greater than the total payout figure</li> </ul> </li> </ul>

Comprehensive cover only (continued)	<ul style="list-style-type: none"> <li>– the additional amount will not include any payment in arrears at the time of loss and will be reduced by any discounts applicable for full payment of the financial contract</li> <li>• driver’s personal property not otherwise insured, for your driver’s wearing apparel and personal property while contained in your vehicle <ul style="list-style-type: none"> <li>– up to \$2,000</li> <li>– excluding money, securities, jewellery, furs, mobile phones, tools of trade, laptop computers, GPS and portable music devices.</li> </ul> </li> <li>• windscreen claim benefit <ul style="list-style-type: none"> <li>– no loss of No Claim Bonus</li> </ul> </li> <li>• driver accident compensation benefit up to \$100,000 for vehicles less than 3,500 kg gross vehicle mass (see Table of Benefits)</li> <li>• funeral expenses up to \$5,000</li> <li>• locks and key replacement and recoding up to \$5,000</li> <li>• fire brigade or emergency services charges up to \$20,000</li> <li>• tyre replacement</li> <li>• lifetime repair guarantee</li> <li>• emergency repairs \$2,000</li> <li>• vehicle recovery costs \$20,000</li> </ul>
Significant legal liability benefits include	<ul style="list-style-type: none"> <li>• damage to property – \$32,500,000</li> <li>• transporting of dangerous goods \$1,000,000</li> <li>• pollution or contamination cleanup costs of water, land or the atmosphere \$1,000,000</li> </ul>
Special clauses are available and include	<ul style="list-style-type: none"> <li>• dangerous goods increased limits</li> <li>• radius restriction</li> <li>• underground pipes and cables – \$100,000</li> </ul>
Special clauses available to sedans, station wagons, panel vans, 4x4 or goods carrying vehicles with a gross vehicle mass of less than 3,500 kilograms	<ul style="list-style-type: none"> <li>• agreed value</li> <li>• hire car costs following an accident</li> <li>• windscreen excess protection</li> <li>• protected No Claim Discount</li> <li>• tools and equipment</li> </ul>

You should ask your Financial Services Provider about these extensions and their cost.

### The Policy does not cover certain things

Claims may be refused in certain circumstances. Please refer to the Commercial Motor Policy Terms and Conditions which follow this PDS for full details of the terms and conditions of cover and exclusions.

This Policy does not cover:

- damage to your vehicle’s tyres caused by application of brakes, road punctures, cuts or bursting, unless caused as a result of an incident covered under this Policy or by people acting maliciously
  - any additional costs, such as but not limited to hire car costs (other than those covered elsewhere in this Policy), because you cannot use your vehicle even though your vehicle may not be available following loss or damage covered under this Policy
  - theft of your vehicle resulting from it being test driven for sale and you or an employee of yours did not accompany the prospective purchaser
  - any liability or obligation assumed by you under any contract, agreement or warranty which would not have otherwise arisen or been implied by law
  - loss of or damage to your vehicle or liability if your vehicle is used in an unsafe or unroadworthy condition unless such condition could not reasonably be detected by you. This exclusion will not apply if you prove that the loss, damage or liability was not caused or contributed to by such unsafe or unroadworthy condition
  - loss of or damage to your vehicle or liability if your vehicle is being driven by:
    - you or by any person with your consent who is not licensed under any relevant law to drive such a vehicle, or
    - anyone whose faculties are impaired by any drug or intoxicating liquor (as defined under ‘Additional exclusion 12), or
    - anyone whose blood alcohol reading exceeds the legal limit (subject to any laws to the contrary), or
    - anyone who following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of any State or Territory in which the accident occurred.
- However we will cover you if you have allowed that person to drive your vehicle and you can prove that you were not aware that your vehicle was being driven by or in charge of that person when they were so affected or unlicensed.
- loss of or damage to your vehicle or liability whilst your vehicle is being used in any experiment or type of test or in preparation for or involved in racing, speed testing, reliability trial, pace making, hill climbing, trial or demonstration other than for resale purposes on public roads
  - loss of or damage to your vehicle or liability if you:
    - carry or tow a load, or
    - carry a number of passengers
- in excess of that for which your vehicle was designed.

However we will cover you if you prove that the loss, damage or liability was not caused by or contributed to by any such greater load or number of passengers

- loss of or damage to your vehicle or liability whilst your vehicle is being used for conveyance of passengers for hire, fare or reward
- any vehicle running on rails or which is not designed to run solely on solid ground
- loss of or damage to your vehicle or liability outside Australia except where your vehicle is being transported by sea between Australian ports
- loss of or damage to your vehicle or liability if your vehicle is being driven by or in the charge of any person over the age of 80 unless you have told us about them and we have noted them on the Policy Schedule
- loss, damage or liability if your motor cycle has an engine capacity greater than 250 cubic centimetres and is being ridden by any person under 21 years of age or a rider who has not held a full motor cycle licence for 2 years
- loss, damage or liability if your motor cycle has an engine capacity greater than 500 cubic centimetres and is being ridden by any person less than 30 years of age or a rider who has not held a full motor cycle licence for 2 years
- any liability under Section 2 – Third Party Liability, if your vehicle or substitute vehicle is unregistered. However we will cover your liability in respect of the unregistered vehicle on a public road, if you have obtained the appropriate permit to drive the unregistered vehicle on a public road
- loss of or damage to your vehicle resulting from your vehicle failing to cross any waterway, floodway, watercourse or any area affected by tidal change and where the depth of such water exceeded 0.6 metres.

These are only some of the events that are not covered by this insurance. Please read the Commercial Motor Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

#### **The amount of any claim may be reduced**

The amount of any claim made against the Policy may be reduced:

- (a) if you do not comply with any Policy condition;
  - (b) where an excess applies. 'Excess' means the first amount which you must contribute to any claim you make under this Policy. Depending on the age or experience of the driver and whether a rigid body tipper or tipping trailer is insured under this Policy, you may have to contribute more than one excess. Where an excess applies, the type and the amount will be shown in your Policy Schedule. If we accept your claim, we will deduct the excess shown in your current Policy Schedule from any amount we pay under your claim.
- Standard Excess is the first amount you will have to contribute to every claim
  - Age or Inexperienced Driver Excess is in addition to the standard excess and applies where a vehicle is driven by a person:
    - under the age of 21, or

- aged 21 but under the age of 25, or
- aged 25 or more but who has not held an Australian driver's licence for 2 or more years for the type of vehicle being driven at the time of the incident.

This excess does not apply if the only damage to your vehicle is a broken windscreen, or window glass, or caused by storm or hail damage.

- Tipping Excess is in addition to the standard excess and any age or inexperienced excess that may apply.
- Off road excess increases the excess payable by 100% when the vehicle is driven off road.
- Undeclared driver excess may be applicable.
- Rigid vehicle excess for rigid vehicles with a gross vehicle mass in excess of 12,000 kilograms.
- Learner driver excess may be applicable for vehicles with a gross vehicle mass less than 3,500 kilograms.
- Outside radius excess may be applicable for vehicles with a gross vehicle mass more than 3,500 kilograms.

There are some circumstances where an excess will not apply. Please refer to the section headed 'What you must pay if you make a claim - Excess' in Part B of this booklet.

## **Significant risks**

### **This product may not match your expectations**

This product may not match your expectations (for example, because an exclusion applies). You should read the PDS (Part A of this booklet) and the Policy Terms and Conditions (Part B of this booklet) carefully. Please ask your Financial Services Provider if you are unsure about any aspect of this product.

### **Your sum insured may not be adequate**

It is important that your vehicle and all accessories are insured for their current market values, as our liability is limited to the sum insured you declare to us or the market values of your vehicle and all its accessories, whichever is the lesser.

### **Overdue premium**

You must pay your premium on time otherwise your Policy may not operate.

If you pay an annual premium and you have not paid by the due date or your payment is dishonoured, or, if you pay your premium by instalments and your first instalment payment is dishonoured, this Policy will not operate and there will be no cover.

If you pay your premium by instalments and any instalment remains unpaid for:

- 14 days or more we may refuse to pay any claim
- 1 month or more we may cancel this Policy.

For more detailed information regarding payment options refer to the section headed 'How you can pay your premium' in Part B (Terms and Conditions).

### **A claim may be refused**

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Policy conditions, if you do not comply with your Duty of Disclosure, or if you make a fraudulent claim.

## The cost of this insurance policy

The total premium is the amount we charge you for this insurance Policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your Policy Schedule.

When calculating your premium we take a range of rating factors into account. These factors, and the degree to which they affect your premium, will depend upon the information you provide to us.

The following factors have a significant impact on the calculation of your premium:

- type of cover selected
- the make, model and type of the insured vehicle
- the place where the vehicle is garaged
- previous insurance and claims history of the insured person and any drivers you have told us about.

Premium payments can be made annually or by instalments. You should arrange your method of payment through your Financial Services Provider. A quote for premium may be obtained from your Financial Services Provider.

## Duty of Disclosure – What you must tell us

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. The Act requires that before a policy is entered into, you must give us certain information we need to decide whether to insure you and anyone else to be insured under the policy, and on what terms. Your Duty of Disclosure is different, depending on whether this is a new Policy or not.

### New business

Where you are entering into this Policy for the first time (that is, it is new business and is not being renewed, varied, extended or reinstated) you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, in answer to the specific questions we ask.

When answering our questions you must be honest.

- **Who needs to tell us**

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the Policy.

- **If you do not tell us**

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 having started.

### Renewals, variations, extensions and reinstatements

Once your Policy is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

- **You do not have to tell us about any matter**
  - that diminishes the risk
  - that is of common knowledge
  - that we know or should know in the ordinary course of our business as an insurer, or
  - which we indicate we do not want to know.
- **If you do not tell us**

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having started.

## Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth.), when collecting and handling your personal information. QBE has developed a privacy policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claims you make or claims made against you. We will only use and disclose your personal information for a purpose you would reasonably expect.

We may need to disclose personal information to our reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, our advisers and those involved in the claims handling process (including assessors, investigators and other insurers), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of recovery or litigation. We may disclose personal information to people listed as co-insured on your policy and to family members or agents authorised by you. Computer systems and support services may be provided to us by related companies within the QBE Group that may be located overseas. We may also disclose information to organisations which conduct customer service surveys on our behalf. We will request your consent to any other purpose.

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge. For further information about our Privacy Policy or to access or correct your personal information, please contact The Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82 Sydney NSW 2001 or email: [compliance.manager@qbe.com](mailto:compliance.manager@qbe.com).

## The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The Code aims to:

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

## How to make a claim

Please contact your Financial Services Provider to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have advised us beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided in the 'Claims' section in part B of this booklet.

## Dispute resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to your complaint within 15 working days.

If you would like to make a complaint or access our internal dispute resolution service please contact your nearest QBE office and ask to speak to a dispute resolution specialist.

If you are not happy with our answer, or we have taken more than 15 working days to respond, you may take your complaint to the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

FOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to you. QBE is bound by the determination of FOS but the determination is not binding on you.

We will provide the contact telephone number and address of the FOS office upon request.

## Taxation implications

### Goods and Services Tax

The Policy has provisions relating to GST. In summary, they are as follows but please read the provisions in full. They can be found in Part B Terms and Conditions, under the heading 'How Goods and Services Tax affects any payments we make'.

- The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.
- When we pay a claim, your GST status will determine the maximum amount we pay.

## Other taxation implications

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend that you seek professional advice.

## Cancelling your Policy

### How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it. You can do this by giving the notice to your Financial Services Provider.
- Where 'you' involves more than one party, we will only cancel the Policy when a written agreement to cancel the Policy is received from all parties named as the insured.

### How we may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

## The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

## Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your Financial Services Provider electronically or in writing within 21 days from the date the Policy commenced.

This cooling off right does not apply if you have made or are entitled to make a claim. Even after the cooling off period ends, you still have cancellation rights however your Financial Services Provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

## Financial Claims Scheme

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

More information may be obtained from APRA - [www.apra.gov.au](http://www.apra.gov.au) or 1300 13 10 60.

## PART B – POLICY TERMS AND CONDITIONS FOR COMMERCIAL MOTOR

### Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

### Our agreement with you

This Policy is a legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, during the period of insurance shown on your Policy Schedule or any renewal period.

The excesses set out in the section headed 'What you must pay if you make a claim – Excess' apply to all claims except where otherwise stated. The amount of any other excess that applies to your Policy will be shown on your Policy Schedule.

The exclusions in the section(s) headed 'When you are not covered' and conditions in the section headed 'General Conditions' apply to all types of cover.

### Your Policy

Your Commercial Motor Policy consists of Part B (Terms and Conditions) of this booklet and the Policy Schedule we give you.

Please read your Policy carefully, and satisfy yourself that it provides the cover you require.

If you want more information about any part of your Policy, please ask us, or your Financial Services Provider.

The address and telephone number of your QBE branch are on your Policy Schedule.

You should keep your Policy Booklet and Policy Schedule together in a safe and convenient place for future reference.

### Cover comes to an end following a total loss

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

If we declare your vehicle a total loss and pay you the sum insured, market value or replace your vehicle, then the Policy will come to an end for that vehicle and you will no longer have any cover for it. This means you will not be entitled to make any further claim for that vehicle under this policy and:

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

Where we replace your vehicle with a new vehicle, as set out in 'Additional Benefits – New Vehicle Replacement' and you choose to insure it with us and we accept the risk, a pro rata premium is payable.

### Providing proof

So that your claim can be assessed quickly you should keep the following:

- receipts or other confirmation of the purchase of your vehicle and any accessories, and
- all service and repair records.

We may ask you for these if you make a claim.

### Other party's interests

You must tell us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if you have told us about them and we have noted them on your Policy Schedule.

### How you can pay your premium

You can pay your premium:

- in one annual payment by cash, cheque, credit card or EFTPOS, or
- in monthly instalments by direct debit from your credit card or from your account with your financial institution.

### Paying your annual premium

You must pay your annual premium by the due date. If we do not receive your premium by this date or your payment is dishonoured this Policy will not operate and there will be no cover.

### Paying your instalment premium

If you are paying your premium for the first time by instalments we will deduct instalments each month on the day of the month that you nominate as your payment date.

If you are renewing your Policy and you paid your previous Policy by instalments, we will continue to deduct instalments for your renewed Policy on the day of the month you previously nominated as your payment date, unless you tell us otherwise.

If you have nominated the 29th, 30th or 31st of the month as your payment date, we will deduct your instalment payment on the next day if those dates do not occur in a month.

Details of your instalments are shown on your Policy Schedule.

If your first instalment of premium when you take out your Policy or renew it is dishonoured, this Policy will not operate and there will be no cover.

We will not pay a claim under this Policy if, at the time the claim occurred, any instalment of premium has remained unpaid for 14 days or more.

If any instalment of premium has remained unpaid for 1 month, we may cancel this Policy. We will send you a notice giving you details of the action we intend to take and when any cancellation will become effective.

We are entitled to deduct from any amount we pay you under a claim any unpaid premium or instalment of premium.

If you are paying your premium in instalments by direct debit from your credit card or financial institution account, you must tell us if those details change. You must do this no later than 7 days before your next instalment is due.

### Preventing our right of recovery

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

### How Goods and Services Tax affects any payments we make

The amount of premium payable by you for this policy includes an amount on account of the GST on the premium.

When we pay a claim, your GST status will determine the amount we pay.

When you are:

- (a) not registered for GST, the amount we pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST;
- (b) registered for GST, we will pay the sum insured/limit of indemnity or the other limits of insurance and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a Damaged item insured under the Policy) we will pay for the GST amount.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number & Taxable Percentage.

Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured/limit of indemnity or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

### Words with special meanings

Some key words and terms used in this Policy have a special meaning.

If words and terms are only used in just one Section of the Policy, we will describe their special meaning in that Section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Word or Term	Meaning
Airfield	An area of land set aside for the take-off, landing, taxiing, parking and maintenance of aircraft.
Airside	The section of an airfield where aircraft are situated and operated.
Dangerous goods	Goods as defined by The Australian Code for the Transport of Dangerous Goods by Road and Rail.
Gross combination mass	The maximum legally allowed weight of your truck and trailer combination including the goods carried by that combination.
Gross vehicle mass	The maximum legally allowed weight of your vehicle and the goods it can legally carry.
Market value	The cash value of a vehicle of the same age, type and condition, in your local area, but excluding costs and charges for registration, stamp duty transfer and any dealer warranty costs.
Period of insurance	The period shown in the Policy Schedule.
Policy Schedule	The schedule of insurance or any endorsement schedule we give you.
Total loss	<p>A vehicle will be declared a 'total loss', if:</p> <ul style="list-style-type: none"> <li>• the cost to repair your vehicle plus the value of any salvage (if applicable) exceeds the market value, or</li> <li>• your vehicle is stolen and not recovered within a reasonable period of time as determined by us.</li> </ul> <p>We will settle the claim on the basis of market value or the sum insured whichever is the lesser or agreed value depending on the cover stated on the Policy Schedule.</p>
Use of the vehicle	<p><b>Private use</b></p> <p>Your vehicle must be registered for 'private use', only in your name and used for the following purposes:</p> <ul style="list-style-type: none"> <li>• social, domestic and pleasure purposes</li> <li>• demonstration for sale</li> <li>• in connection with servicing, repairing and subsequent testing</li> <li>• for tuition, as long as it is not for payment</li> </ul>

Word or Term	Meaning
Use of the vehicle (continued)	<ul style="list-style-type: none"> <li>towing a caravan, trailer or vehicle, as long as it is not for payment</li> <li>driving to or from work</li> <li>in connection with your occupation or business as, long as;                             <ul style="list-style-type: none"> <li>it is driven only by you, and</li> <li>the business use does not exceed 20% of the vehicle's usage.</li> </ul> </li> </ul> <p><b>Executive use</b> Your vehicle is registered for 'business use', but is used only for the following purposes:</p> <ul style="list-style-type: none"> <li>social, domestic and pleasure purposes</li> <li>demonstration for sale</li> <li>in connection with servicing, repairing and subsequent testing</li> <li>for tuition, as long as it is not for payment</li> <li>towing a caravan, trailer or vehicle, as long as it is not for payment</li> </ul> <p><b>Business/Commercial use</b> Your vehicle is registered for 'business use', but is used only for the following purposes:</p> <ul style="list-style-type: none"> <li>in connection with your business or occupation</li> <li>social, domestic and pleasure purposes</li> <li>demonstration for sale</li> <li>in connection with servicing, repairing and subsequent testing</li> <li>for tuition, as long as it is not for payment</li> <li>towing a caravan, trailer or vehicle, as long as it is not for payment.</li> </ul>
We, our or us	QBE Insurance (Australia) Limited, ABN 78 003 191 035
You or your	The person(s), companies or firms named on the current Policy Schedule as the 'Insured'.
Your vehicle	Any type of machine on wheels or self laid track made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine. The vehicle is described on the Policy Schedule.

## Types of cover

We offer several different types of cover, as described below. The type of cover you have selected is shown on the Policy Schedule.

### 1. Comprehensive – All sections of this Policy will operate.

If your vehicle is registered this cover provides:

- (a) insurance against theft or accidental loss or damage to your vehicle

- (b) additional benefits – as set out in the 'Additional benefits' section

- (c) insurance against legal liability for damage caused by your vehicle to the property of other people – as described in Section 2.

The causes of events not covered are described under 'When you are not covered'.

If your vehicle is unregistered Section 1 of this Policy will operate. Section 2 does not apply.

This cover provides insurance against theft or accidental loss or damage to your vehicle.

### 2. Third Party Property Damage including Fire and Theft

– Section 1 is restricted to loss or damage caused by fire, explosion, lightning, theft or attempted theft. Any other cover set out in Section 1 does not apply. Section 2 will apply.

If your vehicle is registered this cover provides:

- (a) insurance only against damage to your vehicle caused by fire, explosion, lightning, theft or attempted theft

- (b) additional benefits – as set out in the 'Additional benefits' section

- (c) insurance against legal liability for damage caused by your vehicle to the property of other people – as described in Section 2

- (d) insurance against damage to your vehicle but only if the damage is caused solely and directly by another vehicle as described under the uninsured motorist's benefit under 'Additional benefits'.

The causes or events not covered are described under 'When you are not covered'.

If your vehicle is unregistered Section 1 is restricted to loss or damage caused by fire, explosion, lightning, theft or attempted theft, any other cover set out in Section 1 does not apply. Section 2 does not apply.

The causes or events not covered are described under 'When you are not covered'.

### 3. Third Party Property Damage – Section 1 of this Policy does not apply. Section 2 will apply.

This cover provides:

- (a) insurance against legal liability for damage caused by your vehicle to the property of other people – as described in Section 2

- (b) insurance against damage to your vehicle but only if the damage is caused solely and directly by another vehicle as described under the uninsured motorist's benefit under 'Additional benefits'.

The causes or events not covered are described under 'When you are not covered'.

**This part contains the following sections:**

**Section 1:** Loss, damage or theft of your vehicle

**Section 2:** Third party liability

## Section 1: Loss, damage or theft of your vehicle

### What you are insured against

We cover you against loss or damage to your vehicle shown in the Policy Schedule occurring during the period of insurance depending on the type of cover you have selected.

- (a) your vehicle
- (b) original Manufacturer's standard accessories, standard tools, standard appliances or standard options including built in radio receiver, CD and/or cassette player, air-conditioning, or any gate, chain, strap and tarpaulin attached to or within your vehicle
- (c) any fixed (built in) unspecified accessories up to \$2,500 (limited \$500 per item)
- (d) any additional equipment or accessories, provided they have been advised to us and we have agreed to cover them.

### What we will pay

#### Basis of Settlement

We will, at our option, repair, reinstate or pay the amount of the loss of or damage to your vehicle and items referred to in items (b), (c) and (d) above under 'What you are insured against', at the time of such loss or damage, provided such payment does not exceed the market value or the sum insured whichever is the lesser amount, or agreed value depending on the cover stated on the Policy Schedule.

If it is necessary to repair your vehicle to a better condition than it was in before the loss or damage, then we may ask you to contribute the additional amount to repair it to the better condition.

We are entitled to replace damaged parts with new parts or used parts of similar age and condition and to those being replaced.

#### Salvage

If your vehicle is declared a total loss and we pay according to the cover provided by this Policy, you must allow us, if we require, to take possession of your damaged vehicle. If we do not take possession of your damaged vehicle, you cannot abandon your responsibilities for it.

#### Unavailable Parts

In the event of an incident covered under this Policy, should any part of your vehicle and/or other insured property become unavailable in Australia, we will reimburse you, in accordance with the basis of settlement under 'What we will pay – Basis of Settlement', but in no circumstances will we be liable for more than the cost of the parts plus the cost of freighting such parts by sea transport.

Should the cost of these parts plus the cost of the repairs exceed the sum insured or market value, whichever is the lesser, we reserve the right to declare the vehicle a total loss.

#### Financier

If your vehicle is the security for any finance agreement, then:

- we have the right to make claim payments to the financier, and
- any payment made to the financier will satisfy our obligation to you under this Policy for the amount paid.

## Section 2: Third party liability – (applicable to registered vehicles only)

### What you are insured against

#### Damage to property

##### Property damage

Provided your vehicle is registered in accordance with the requirements of State and or Territory laws, we will cover the amount you may be held legally liable to pay for accidental damage to property belonging to others (excludes goods carried) caused by or arising out of:

- the use of your vehicle or any trailer or caravan attached to your vehicle, whether or not it belongs to you
- goods falling from your vehicle
- the transportation of Dangerous Goods as defined. The maximum amount we will pay under this clause is \$1,000,000 unless specified elsewhere in your Policy Schedule
- any person who is driving, using or in charge of your vehicle with your permission as if they were you and provided they are not entitled to indemnity under any other policy or statute and provided such cover is not otherwise excluded.

#### Pollution

Cleanup costs following pollution or contamination of water, land or the atmosphere following an event covered under the Policy. The maximum amount we will pay under this clause is \$1,000,000.

#### Substitute vehicle

We cover your legal liability to pay for accidental damage to property caused (otherwise covered under this Section) by a vehicle being used by you as a substitute vehicle while your vehicle is being serviced, repaired or is not driveable.

We give you this benefit only if:

- one substitute vehicle is being used at any one time in place of your vehicle,
- the substitute vehicle is not already covered under another insurance policy, and
- the substitute vehicle is not owned by you and you have the owners permission to drive it.

**Your employer's or principal's liability**

We will pay the amount your employer, principal or partner may be held legally liable to pay, for accidental damage to property (which is otherwise covered under this Section) while you are using your vehicle on their business, as long as it is not a use that is excluded by this Policy as described under 'Use of the vehicle'.

**Your liability as principal**

We will cover your legal liability to pay for accidental damage to property belonging to others in respect of any motor vehicle not owned or supplied by you or hired to you, which is in the charge of or is being driven by a person authorised to use the motor vehicle on your behalf and in connection with your business.

**Supplementary bodily injury**

We will pay the amount which you, or any person driving, using or in charge of your vehicle with your permission may be held legally liable to pay by way of compensation or damages for death or bodily injury to persons arising out of the use of your vehicle in Australian States and Territories only.

We do not cover legal liability for death or bodily injury to:

- (a) you or any person driving, using or in charge of your vehicle
- (b) an employee of yours or who is deemed by any law to be your employee, arising out of their employment with you.

We do not provide cover:

- (a) if your vehicle is not registered
- (b) if you or any person using your vehicle:
  - is wholly or partly covered under any compulsory statutory insurance scheme or accident compensation scheme, or
  - would have been entitled to be covered under any such scheme as it existed at the commencement date of the relevant period of insurance, even though there may have been a change in the law during that period of insurance, or
  - would have been entitled to be covered under any such scheme if it were not for the application of any excess or deductible applying under the scheme, or
  - would have been entitled to be covered under any such scheme had cover not been refused because you did not:
    - register your vehicle
    - apply for cover under the scheme
    - comply with a term or condition of the scheme
- (c) whilst your vehicle is being loaded or unloaded
- (d) if your vehicle is registered in the Northern Territory of Australia.

**Legal costs**

We will pay your reasonable legal costs and expenses in defending or settling claims if you have our agreement in writing. We pay this in addition to the amount payable under 'Damage to property' and 'Supplementary bodily injury'.

**What we will pay**

The maximum amount we will pay under Section 2 in respect of all claims arising out of one incident or series of incidents arising out of one cause or event will not exceed:

- the amount stated in Section 2, for the transportation of Dangerous goods \$1,000,000 or Pollution \$1,000,000 where they apply, or
- \$32,500,000 for other losses, any one event under Section 2.

**What you are not insured against****Property damage – property in your care, custody or control**

We do NOT cover the legal liability of you or the driver of your vehicle, for damage to any property belonging to you or the driver of your vehicle or any property belonging to any other party in your or the driver's care, custody or control, except for premises leased or rented to you or where specified in additional benefits for non owned trailers.

However, we will not treat your employees' or visitors' vehicles including their contents while contained within a car park owned, operated or provided by you, as property in your care, custody or control.

**Additional benefits**

We give you these Additional benefits following loss or damage to your vehicle insured under this Policy depending on the type of cover you have selected:

**Towing costs – applicable to Comprehensive cover only**

We will cover the costs of towing your vehicle, plus the reasonable cost of protecting your vehicle:

- to the nearest repairer,
- place of safety, or
- to any other place that we first approve following loss or damage covered under this Policy.

**Redelivery – applicable to Comprehensive cover only**

We will cover you for up to \$3,000 to return your vehicle to its normal parked address, following repairs to your vehicle provided:

- the situation where your vehicle was repaired was more than 150 kilometres from your vehicle's normal parked address.

**Recovery costs following theft – applicable to Comprehensive cover and Third Party Fire and Theft**

If your vehicle is stolen and found we will cover you for up to \$5,000 to return your vehicle to its normal parked address.

**The cost of repatriating your driver following theft or accident – applicable to Comprehensive cover only**

We will cover you up to a maximum of \$3,000 for the reasonable costs of overnight accommodation and returning an insured driver to the point of departure or at your option to the driver's destination provided:

## Additional benefits

- your vehicle was more than 150 kilometres from its normal parked address or point of departure at the time of the loss or damage, and
- the vehicle was being used in connection with your business, and
- the costs involved do not relate to emergency medical transportation, and
- you had not intended to pay for overnight accommodation in any event.

### **Trailer cover – applicable to Comprehensive cover only**

We will pay for theft, or accidental loss or damage to any trailer with a gross vehicle mass of less than 2,000 kilograms (other than a caravan) which is owned by you while it is:

- attached to your vehicle, or
- detached from your vehicle but within your business premises or the domestic land boundaries of your usual home as long as it was not in a common area of home units, flats and the like.

We do not pay for any property in or on the trailer.

The maximum amount we will pay is the market value of the trailer, limited to \$1,000.

### **Non owned trailers – applicable to Comprehensive cover only**

We will cover your legal liability for damage to trailers under your control not owned, leased or rented by you and belonging to a principal, provided that:

- (a) the trailer is attached to your vehicle and used in the course of your business,
- (b) an excess of \$2,500 will apply to each and every event giving rise to a claim, and
- (c) the amount of the excess will be increased by 100% if the event giving rise to the claim occurs while any tipping hoist is fully or partially raised.

The amount of the cover is limited to \$75,000 or market value, whichever is the lesser in total any one incident, unless a higher limited is noted on the Policy Schedule (see Special clauses).

### **Automatic additions – applicable to Comprehensive and Third Party Fire and Theft cover**

We will cover you for any additional or replacement vehicle(s) of a like kind or similar nature to those vehicles presently insured under this Policy, that you purchase or lease during the period of insurance for 30 days.

If before you have given us full details, the replacement vehicle is damaged or stolen, the maximum amount payable is the purchase price of the replacement vehicle up to:

- \$300,000 in the case of Comprehensive cover, or
- \$10,000 in the case of Third Party Fire and Theft cover.

If you give us details of any new or replacement vehicle within 30 days of its purchase or lease, we will insure it for the remainder of the period of insurance, as long as it is acceptable to us and you pay any additional premium that we may require.

If you do not advise us within 30 days of purchase or lease no cover is available.

### **Breach of general policy conditions – applicable to all types of cover**

A breach or non-compliance with any general policy condition without the knowledge of you or any responsible officer will not affect your right to the cover under this Policy. However where you or any responsible officer becomes aware of such breach or non-compliance you will notify us immediately. If the risk is acceptable to us we will insure it for the remainder of the period of insurance and you will pay any extra premium we may require and comply with any additional conditions we may impose.

### **Removal of vehicle debris – applicable to all types of cover**

We will cover you up to a maximum of \$50,000 for the necessary and reasonable costs which you are legally liable to pay to clean up and remove any vehicle debris. This is limited to the vehicle itself and does not include any goods falling from your vehicle.

### **Sign writing – applicable to Comprehensive cover only**

We will cover you for loss or damage to sign writing or fixed advertising signs or materials forming a permanent part of your vehicle at the time of the loss or damage.

### **Maritime liability – applicable to Comprehensive cover only**

If your vehicle is being transported by sea between Australian ports, we will cover you for your contribution for your vehicle if “general average” is declared.

General average is declared when goods or cargo are thrown overboard or other steps are taken to safeguard the vessel and the remaining property on the vessel. All cargo owners share the expenses or salvage costs incurred by a ship owner in preserving the vessel and cargo including claims costs incurred by cargo owners.

### **Waiver of subrogation – applicable to all types of cover**

We will not seek recovery between the persons, companies or firms named in the Policy Schedule as the insured.

### **New vehicle replacement – applicable to Comprehensive cover only**

Where your vehicle is a sedan, station wagon, panel van, 4x4, utility or truck with gross vehicle mass not exceeding 12,000 kilograms or a minibus with a carrying capacity of not greater than 15 persons, we will replace your vehicle with a new vehicle of the same make, model or series so long as it is available in Australia and:

- your vehicle is a total loss, and
- you purchased it new from the manufacturer or their dealer, and
- your vehicle is less than 24 months old from when it was first registered, and
- your declared sum insured equates to no less than 90% of Market Value, and
- where your vehicle is financed, your financier has given us written consent.

If a new replacement vehicle is not available, we will replace your vehicle with the nearest equivalent vehicle available, so long as it is available in Australia. If we cannot agree on a replacement vehicle, we will pay you the amount it would cost to buy a new vehicle the same as, or a near equivalent of, the vehicle which needs replacing.

If an Excess is applicable it is payable to us before we replace your vehicle.

We also pay the registration for the period registered but not exceeding 12 months, stamp duty and dealer charges on the new vehicle but any refund of registration fees or stamp duty applicable in respect to the old vehicle must be refunded to us.

Where your vehicle does not meet all of the criteria above, all total loss claims will be settled on the declared sum insured or the current market value at the time of the loss or damage, whichever is the lesser.

Where you choose to insure the replacement vehicle with us and we accept the risk, we will charge you a pro rata premium from the date of acceptance to the expiry date of the Policy.

#### **Agreed sum insured – applicable to Comprehensive cover only**

Where your vehicle has a gross vehicle mass of 12,000 kilograms, or greater and provided the age of the vehicle at the time of such loss or damage, was not in excess of 24 Months from the date of original registration as a new vehicle, by you, we will, in the event of your vehicle being classed as a total loss under this Policy, pay the sum insured declared to us, as the value of the vehicle at the commencement of the current period of insurance.

#### **Car sharing – applicable to all types of cover**

Payment made by passengers, as part of a car sharing agreement for social or other similar purpose, including travelling to and from work will not constitute the conveyance of passengers for hire, fare or reward provided that the total contribution received for the journey does not involve commercial use for profit.

#### **Hire car cost following theft – applicable to Comprehensive cover only**

If your vehicle is stolen and the theft is covered under this Policy, we will cover you up to a maximum of \$5,000 for the reasonable costs of hiring a similar vehicle provided:

- we do not pay for hiring charges incurred after the date of recovery of your vehicle if it can be driven,
- cover is limited to 30 days, and
- cover stops once we pay a claim, or the vehicle is repaired if un-drivable.

You will need to organise and pay for the hire vehicle. We are not responsible for ensuring that a hire vehicle is available. You must also give us a copy of the rental agreement and any receipts for the vehicle before we will reimburse you.

We do not pay for:

- running costs, including the costs of fuel
- damage to the hire vehicle
- any insurance, insurance excess or other costs you may be liable for under the hire vehicle rental agreement.

#### **No Claim Discount benefit – applies to Comprehensive cover only**

If your vehicle is insured for Comprehensive cover and you do not have a claim, we apply a discount off your next year's renewal premium. This reward is called the 'No Claim Discount'.

The more 'claim free' years that you have, the greater the percentage of discount, until you reach the maximum level of discount after 5 years. Even if you have a claim where your No Claim Discount would be affected, you may not lose all of your No Claim Discount. If you have a claim and you have not accumulated any No Claim Discount we may increase your invited renewal premium.

We also accept the number of claim free years that you may have accumulated with another insurer in calculating your No Claim Discount.

#### **Accidents/losses affecting your No Claim Discount**

When calculating your renewal premium we take into account accidents/losses that occur during the period of insurance that affect your No Claim Discount.

#### **Faultless no claim discount - applicable to Comprehensive cover only**

If your vehicle has been involved in a collision with another vehicle (and not any other type of accident) we will not penalise your No Claim Discount entitlement when you renew your Policy if:

- you can satisfy us that the collision was totally the fault of the driver of another vehicle, and
- you tell us the registration number of the other vehicle and the full name, licence number and address of the other driver.

We give this benefit only if we are allowed legally to recover the amount of any loss including any applicable excesses from the third party.

This benefit does not apply to windscreen or window glass damage only claims.

#### **Lease, Hire Purchase or Financial Agreement Payout – applicable to Comprehensive cover only**

Where:

- your vehicle is declared a total loss, and
- your vehicle is subject to a lease, hire purchase or any financial agreement through a financial institution directly related to financing of the vehicle purchase, and
- the payout amount exceeds the agreed total loss amount,

we will pay:

- the agreed total loss amount, plus
- an additional amount of 25% of the total loss amount, provided
- this amount and the total loss amount do not exceed the financial payout figure
- that any payment over the agreed total loss amount does not include any amounts that are in arrears at the time of loss
- that any additional payment over and above the agreed total loss amount will include any discounts applicable for full payment of the financial contract.

### **Funeral expenses – applicable to Comprehensive cover only**

As a result of an accident in an insured vehicle covered under the Policy your driver sustains a fatal injury, whether or not death occurs at the time of the loss we agree to pay for associated burial or cremation costs and include travel costs within Australia for the deceased driver or any member of the immediate family. This benefit will not be reduced by any accident compensation and we will pay up to \$5,000 in total any one period of insurance.

### **Tyre replacement – applicable to Comprehensive cover only**

If we agree to pay a claim and any tyre cannot be used as a direct result of damage sustained from a loss covered under this Policy, we will pay for the new replacement cost of a similar make and specification. This benefit is applicable provided that the condition of the damaged tyre's remaining tread conforms with legal requirements at the time of damage and it was not a recapped or retread tyre.

### **Locks and keys – applicable to Comprehensive cover only**

If your keys are lost, destroyed or damaged, or if there are reasonable grounds to believe the keys may have been illegally duplicated, we will pay the costs of replacing and recoding the locks and/or keys. We will pay up to \$5,000 during any one period of insurance and this benefit is not subject to loss or damage to the vehicle covered under the Policy.

### **Fire brigade and/or emergency services charges – applicable to all types of cover**

If we agree to pay a claim under the Policy and you are legally liable for fire extinguishment costs charged by the Fire Brigade or emergency services costs, we will pay up to \$20,000 during any one period of insurance only.

### **Driver's personal property – applicable to Comprehensive cover only**

We will cover the loss or damage to wearing apparel and personal property belonging to the driver not otherwise insured while contained in the insured vehicle provided:

- (a) money, securities, jewellery, furs, mobile phones, personal music devices, portable GPS, tools of trade and laptop computers are excluded from this cover, and
- (b) the maximum amount we will pay is limited to \$2,000 arising from any one incident.

### **Windscreen or window glass claim benefit – applicable to Comprehensive cover only**

We will not reduce your No Claim Discount for any windscreen or window glass only claim.

For the purpose of this benefit 'broken' shall mean a fracture that extends through the entire thickness of the glass or where the windscreen is laminated, a fracture extending through all layers of the lamination, or where the damage is sufficient to prevent registration by the appropriate authorities.

### **Uninsured motorist's benefit – applies to Third Party Fire and Theft or Third Party Property Damage cover only**

At our option we will either repair your vehicle to its condition immediately prior to the time of loss or pay you the cost of repairs to your vehicle resulting from accidental loss or damage to your vehicle, if you can satisfy us that the accident which gave rise to the claim was totally the fault of the driver of another vehicle and:

- you tell us the registration number of the other vehicle and the name and address of the driver of the other vehicle, and
- at the time of the loss or damage the driver of the other vehicle was not insured for their third party liability, and
- at the time of the loss or damage the other vehicle was not owned or registered in your name or in the name of a person who is a relative of yours or any person with whom you normally reside.

The maximum amount we will pay under this benefit for all claims from any one accident or series of accidents arising out of the one cause or event is the lesser of \$5,000 or the market value of your vehicle at the time of the loss or damage.

If we pay you the market value of your vehicle, then your vehicle in its damaged condition will become (at our option), our property.

### **Choice of repairer – applicable to all types of cover**

You may choose any licensed repairer to repair your vehicle. However we may invite, accept, adjust or decline estimates or arrange to move your vehicle to another repairer acceptable to both of us.

### **Driver accident compensation benefit – applicable to Comprehensive cover only**

(Available only to drivers of vehicles that are sedans, station wagons, panel vans, utility, 4x4 or goods carrying vehicles with a gross vehicle mass less than 3,500 kilograms)

We will pay the following compensation to a driver of your vehicle who is injured and who as a direct result suffers a permanent disability, as defined and as a result of the accident while driving your vehicle. Compensation will only be payable if:

- the driver was driving your vehicle with your consent and is licensed to drive such a vehicle,
- the driver was not under the influence of alcohol or any narcotic depressant stimulant or hallucinogenic drug, as defined under 'Additional exclusion 12',
- the claim has been accepted under this Policy, and
- the driver is not entitled to any benefits under any compulsory statutory insurance scheme or accident compensation scheme or would have been so entitled if:
  - it were not for the application of any excess or deductible applying under the scheme, or
  - compensation under the scheme had not been refused, because you did not register your vehicle or apply for cover under the scheme.

**Table of Compensation Benefit**

Disability from an injury resulting in a compensation	Compensation amount
Permanent Quadriplegia	\$100,000
Permanent Paraplegia	\$75,000
Permanent Total Disablement	\$50,000
Permanent loss of entire sight in both eyes	\$25,000
Permanent loss of entire sight in one eye	\$10,000
Permanent total loss of or loss of use of one limb (at or above the wrist or ankle)	\$10,000

Where the driver is permanently left with more than one disability as above will pay only one of the compensation amounts mentioned above. In such circumstances the highest single level of applicable benefit will be paid.

The medical diagnosis of the injury leading to the permanent disability must be made within 90 days of the date of accident for any of the benefits to be given.

The establishment of a permanent disability will be solely determined by our medical specialist.

We will not pay a benefit claim until the injury is stabilised, or our medical specialist has confirmed that in their opinion, the injury is of a permanent nature and the injury will not be likely to significantly improve.

Unless the injured driver undergoes all medical examinations organised by us in order to assess the claim no compensation will be payable by us. (We will arrange the examinations and pay the costs associated which includes reasonable travel expenses for any examinations arranged by us.)

#### **Vehicle recovery costs – applicable to Comprehensive cover only**

Where your motor vehicle becomes unintentionally immobilised on a work site or in a physical situation whilst being used as part of your normal business operations we shall cover the cost of recovery or removal toward mobilisation of your motor vehicle.

We will not pay for immobilisation as a result of electronic, electric, or mechanical failure or malfunction, or normal wear and tear.

At all times we will pay a maximum of \$20,000 during the Period of insurance for this Additional benefit.

## **What you must pay if you make a claim – Excess**

‘Excess’ means the first amount you must contribute to any claim you make under this Policy.

Depending on the age or experience of the driver, and whether a rigid body tipper or tipping trailer is insured under this Policy, you may have to contribute more than one excess. Each excess is shown on your Policy Schedule and is explained below.

If we accept your claim you must pay the total amount of the applicable excesses either to us or to the repairer. We will tell you to whom they must be paid. However, if your vehicle is a total loss, we may deduct any excess that you must pay from

any payment we make.

Where more than one vehicle covered under this Policy is involved in an incident giving rise to a claim, you will have to pay the applicable excesses in respect of each vehicle insured.

#### **Standard excess**

You will have to contribute the first amount of every claim. This amount is shown on the Policy Schedule as the standard excess.

#### **Age or inexperienced driver excess**

This excess is only applicable to vehicles with a gross vehicle mass less than 12,000 kilograms.

In addition to the standard excess, you will have to contribute an age excess or inexperienced driver’s excess if at the time of any incident giving rise to a claim your vehicle is driven by a person who:

- is under the age of 21, or
- is aged 21 but under the age of 25, or
- is aged 25 or more but has not held an Australian driver’s licence for two or more years for the type of vehicle being driven at the time of the incident.

The amount of the age or inexperienced driver’s excess is shown on your Policy Schedule. You will not have to contribute this additional excess if the only damage to your vehicle is a broken windscreen, or window glass, or caused by storm or hail damage.

#### **Heavy vehicle age and inexperienced driver’s excess**

Age or inexperienced driver excess for Heavy Vehicles (vehicles with a gross vehicle mass or gross combination mass of 12,000 kilograms or greater).

Where a rigid body motor vehicle with a gross vehicle mass or gross combination mass of 12,000 kilograms or greater is, at the time of an incident, being driven by or is in the charge of a person under 21 years of age, or the person driving or in charge of the vehicle has less than 2 years driving experience in Australia for these vehicles at the time of the incident an excess of \$20,000 per vehicle will apply.

Where an articulated motor vehicle with a gross combination mass of 12,000 kilograms or greater is, at the time of an incident, being driven by or is in the charge of a person under 25 years of age, or the person driving or in charge of the vehicle has less than 2 years driving experience in Australia for these vehicles at the time of the incident an excess of \$20,000 per vehicle will apply.

#### **Undeclared driver’s excess – only applicable if noted on your Policy Schedule**

In addition to any other excesses which apply, you will have to contribute an undeclared driver’s excess if, at the time of an incident which gives rise to a claim, your vehicle was being driven by or in the charge of a person:

- who is a member of your family and they normally live with you, and
- whose name has not been shown as a driver on your Policy Schedule.

## Excess/When you are not covered

You will not have to pay this excess if:

- the driver of your vehicle is over 25 years of age and has not been convicted of driving under the influence of alcohol or had their licence suspended or cancelled in the 5 years immediately before the accident or loss, or
- you satisfy us that an emergency existed, or
- the use of your vehicle is shown as business on the Policy Schedule, or
- the only damage to your vehicle is a broken windscreen, window glass, hail damage, or loss or damage which occurs when the vehicle is parked or unattended.

The amount of the undeclared driver's excess is shown on your Policy Schedule if applicable.

### Tipping excess

If any rigid body tipper or tipping trailer covered under this Policy is involved in an event giving rise to a claim while the tipping hoist is partially or fully extended, the Standard excess as stated on the Policy Schedule in addition to any other excesses that may be applicable will be increased by 100%.

### Off road excess (applicable only to vehicles that are sedans, station wagons, panel vans, 4x4 or goods carrying vehicles with a gross vehicle mass less than 3,500 kilograms)

The standard excess plus any other applicable excesses payable under the Policy will be increased by 100% if your vehicle is damaged while it is being driven on any beach or off any public road (excluding driveways) or on land not belonging to you.

### Theft excess

If your vehicle is stolen you must contribute an excess for theft if shown on the Policy Schedule, which is in addition to any other excesses payable.

### Outside radius excess (applicable to vehicles with a gross vehicle mass greater than 3,500 kilograms and less than 12,000 kilograms)

If your vehicle is outside a radius of 250 kilometres or the radius detailed on your Policy Schedule from your home, base(s) or depot(s) at the time of an accident then the total excesses payable will be an additional 100% of your standard excess and an additional premium will be payable (determined by us) for the change in business operations.

### Outside radius excess (applicable to vehicles with a gross vehicle mass or gross combination mass greater than 12,000 kilograms)

If your vehicle is outside a radius of 250 kilometres or the radius detailed on your Policy Schedule from your home, base(s) or depot(s) at the time of an accident then the total excesses payable will be increased by 100% or \$10,000 whichever is the greater and an additional premium will be payable (determined by us) for the change in business operations.

### Learner driver excess

If at the time of a loss or damage a licensed learner driver is in control of the vehicle the excesses that will apply are those that would have applied to the licensed passenger who is instructing the learner.

## When you will NOT have to pay an excess

This section is applicable only to vehicles that are sedans, station wagons, panel vans, 4x4 or goods carrying vehicles with a gross vehicle mass less than 3,500 kilograms covered by Comprehensive cover only.

You will NOT have to contribute any excess towards a claim if:

- (a) you can satisfy us that the claim involves a collision with another vehicle and the collision which gave rise to the claim was totally the fault of the driver of another vehicle, and
- (b) you tell us the registration number of the other vehicle and the full name, licence number and address of the other driver, and
- (c) the amount of your claim exceeds the applicable excesses under the Policy.

We give this benefit only if we are allowed legally to recover the amount of any loss including any applicable excesses from the third party.

Where the driver of the other vehicle disputes who was at fault, you must pay any excess which applies but we will refund it if we are successful in establishing that the other driver was at fault.

## When you are not covered

### General exclusions applying to all Sections of this Policy

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public or local authority, or

2. Any act(s) of Terrorism

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

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

- is designed to interfere with or to disrupt an electronic system.
3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

**Additional exclusions applying to all Sections of this Policy**

This Policy does not cover:

1.
  - damage to your vehicle's tyres caused by application of brakes, road punctures, cuts or bursting,
  - damage, failure or breakdown of your vehicles structural, electrical or mechanical parts,

unless caused as a result of an accident covered under the type of cover you have selected or by people acting maliciously,
2. loss of or damage to your vehicle due to depreciation, wear, tear, rust or corrosion,
3. loss of or damage to your vehicle or any resultant mechanical damage:
  - (i) due to failure or breakdown of a structural, electrical, mechanical or electronic nature, or
  - (ii) to any part of your vehicle due to faulty design or workmanship, or
  - (iii) due to you driving the vehicle after a collision, unless you could not reasonably be expected to know that driving the vehicle after an accident could cause such additional damage, or
  - (iv) caused by loss of oil or coolant unless whilst your vehicle is being driven by a thief.

However, we will cover damage directly caused by a collision or fire, to your vehicle, resulting from such failure, as mentioned under 3(i) or 3(ii) above.
4. loss of or damage to your vehicle or liability when endeavouring to evade police apprehension by you or any of your partners or directors or anyone driving your vehicle with your consent,
5. any additional costs, such as but not limited to, hire car costs (other than those covered elsewhere in this Policy), because you cannot use your vehicle even though your vehicle may not be available following loss or damage covered under this Policy,
6. loss of or damage to your vehicle or liability resulting from theft by you, your partners or directors, or your employees,
7. loss of or damage or liability resulting from an intentional act by you or anyone acting with your consent,
8. theft of your vehicle resulting from it being test driven for sale and you or an employee of yours did not accompany the prospective purchaser,

9. loss of or damage to your vehicle if reasonable steps to protect or safeguard your vehicle have not been taken,
10. any liability or obligation assumed by you under any contract, agreement or warranty which would not have otherwise arisen or been implied by law,
11. loss of or damage to your vehicle or liability if your vehicle is used in an unsafe or unroadworthy condition unless such condition could not reasonably be detected by you. This exclusion will not apply if you prove that the loss, damage or liability was not caused or contributed to by such unsafe or unroadworthy condition,
12. loss of or damage to your vehicle or liability if your vehicle is being driven by:
  - you or by any person with your consent who is not licensed under any relevant law to drive such a vehicle, or
  - anyone whose faculties are impaired by any drug or intoxicating liquor, or
  - anyone whose blood alcohol reading exceeds the legal limit (subject to any laws to the contrary), or
  - anyone who following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of any State or Territory in which the accident occurred.

However we will cover you if you have allowed that person to drive your vehicle and you can prove that you were not aware that your vehicle was being driven by or in charge of that person when they were so affected or unlicensed.

Where permitted by law, we reserve the right to recover the amount we pay from the driver of your vehicle at the time of the loss or damage.
13. loss of or damage to your vehicle or liability whilst your vehicle is being used in any experiment or type of test or in preparation for or involved in racing, speed testing, reliability trial, pace making, hill climbing, trial or demonstration other than for resale purposes on public roads,
14. loss of or damage to your vehicle or liability if you:
  - carry or tow a load, or
  - carry a number of passengers

in excess of that for which your vehicle was designed. However we will cover you if you prove that the loss, damage or liability was not caused by or contributed to by any such greater load or number of passengers,
15. your vehicle if it has been legally seized or repossessed,
16. loss of or damage to your vehicle or liability while your vehicle is being used for conveyance of passengers for hire, fare or reward,
17. any fines, penalties, aggravated, punitive, exemplary or multiple damages,
18. loss of or damage to your vehicle or liability for any vehicle running on rails or which is not designed to run solely on solid ground,

## When you are not covered/Special clauses

19. your liability or any resultant damage, in respect of loss or damage to any underground sewers, water pipes, gas pipes, electric wire cables or their supports including any transmission cables and their supports or any other underground pipes or cables or their supports if such damage is caused by your vehicle which is involved at the time in any digging or excavating,
20. your liability for damage to any land, buildings or other fixed property arising directly or indirectly from the removal, weakening or interference with any support or supports of such land, buildings or other fixed property, if such damage is caused by your vehicle which is involved at the time in any digging or excavating,
21. loss of or damage to any concrete agitator, barrel, bowl or pump and/or its fittings caused by, or arising from the hardening or setting of concrete, unless as a result of a collision the emptying of these items becomes impossible or impractical,
22. loss of or damage to your vehicle or liability outside Australia except where your vehicle is being transported by sea between Australian ports,
23. loss of or damage to your vehicle or liability if your vehicle is being driven by or in the charge of any person over the age of 80 unless you have told us about them and we have noted them on the Policy Schedule,
24. loss damage or liability if your motor cycle has an engine capacity greater than 250 cubic centimetres and is being ridden by any person under 21 years of age or a rider who has not held a full motor cycle licence for 2 years,
25. loss damage or liability if your motor cycle has an engine capacity greater than 500 cubic centimetres and is being ridden by any person less than 30 years of age or a rider who has not held a full motor cycle licence for 2 years,
26. loss of or damage to your vehicle if at the time of an incident, your crane was lifting, lowering, carrying or suspending a load in excess of that for which it was constructed, or for which it was licensed to lift, lower, carry or suspend,
27. liability arising out of the use of your crane if at the time of an incident, it is lifting, lowering, carrying or suspending any object,
28. you for any breakage of or damage to the boring equipment covered by this Policy while the boring machine is in operation,
29. you for any breakage of or damage to the blades of your plant and equipment covered by this Policy while such plant and equipment is in operation,
30. any liability under Section 2: Third Party Liability, if your vehicle or substitute vehicle is unregistered. However we will cover your liability in respect of the unregistered vehicle on a public road, if you have obtained the appropriate permit to drive the unregistered vehicle on a public road,
31. loss of or damage to your vehicle or liability where the transportation of any goods or substances which are mentioned as dangerous goods, irrespective of the quantities, are not being carried in accordance with the requirements of The Australian Code for the Transport of Dangerous Goods by Road and Rail,
32. loss of or damage to your vehicle, resulting from your vehicle failing to cross any waterway, floodway, watercourse or any area affected by tidal change and where the depth of such water exceeded 0.6 metres,
33. liability arising out of the use of your registered vehicle, being used as a tool, or plant forming part of your vehicle being used as a tool, operating at any work site (excluding while the vehicle is travelling, transporting or carting goods),
34. loss of or damage to your vehicle, including any liability, resulting from use of your vehicle when let out on a dry hire basis unless we have agreed in writing to provide dry hire cover,
35. loss of or damage to your vehicle resulting from the incorrect fuel being utilised,
36. liability arising out of the use of your vehicle whilst underground in any mining activity,
37. liability arising out of the use of your vehicle airside of or at an airfield,
38. liability arising directly or indirectly from the existence, use, transportation, distribution, handling, mining and/or storage of asbestos or any material containing asbestos,
39. loss of or damage to any stock in trade including but not limited to vehicles for sale or on consignment,
40. loss of or damage to any vehicle accessories or appliances due to mechanical or electrical derangement.

## Special clauses

Only those Clauses that are shown on the Policy Schedule will apply.

### Dangerous goods

Where this clause is shown on the Policy Schedule it is agreed that provided that the transportation of dangerous goods is limited to classes 2, 3, 4, 5, 8 and 9 as listed under The Australian Code for the Transport of Dangerous Goods by Road and Rail, the maximum amount we will pay for Property Damage under Section 2 of this Policy is amended to the amount shown on the Policy Schedule for Dangerous Goods in respect only to your vehicles whose registration numbers are shown on the Policy Schedule.

### Radius restriction

Where this clause is shown on the Policy Schedule it is agreed that in respect of the vehicle excess that no additional excess applies, whilst operating within the kilometre radius of your home, base(s) or depot(s), shown on the Policy Schedule.

### Underground pipes and cables

Where this clause is shown on the Policy Schedule it is agreed that Exclusion 19 under 'When you are not covered' is deleted and that this Policy will cover you, under the provisions of this Policy, for your legal liability arising out of any damage to, or as a result of damage to any underground sewers, water pipes, gas pipes, electric wire cables or their supports including any transmission cables and their supports or any other underground pipes or cables or their supports (underground

services) provided you have ascertained the actual position of these underground services from the relevant authorities prior to commencement of any excavation.

The amount of cover provided by this clause is limited to \$100,000 any one incident. The excess for this Special Clause is \$500.

### Non owned trailers

Where this clause is shown on the Policy Schedule it is agreed that we will cover your legal liability for damage to trailers not owned, leased or rented under your control and belonging to a principal, provided that:

- (a) the trailer is attached to your vehicle,
- (b) an excess of \$2,500 will apply to each and every event giving rise to a claim, and
- (c) the amount of the excess will be increased by 100% if the event giving rise to the claim occurs while any tipping hoist is fully or partially raised.

The amount of the cover is limited to the amount shown on the Policy Schedule or market value, whichever is the lesser in total any one incident.

**The following options are available for Comprehensive cover only where vehicles are sedans, station wagons, panel vans, 4x4 or goods carrying vehicles with a gross vehicle mass less than 3,500 kilograms.**

### Agreed value

If you select this option, you have insured your vehicle for agreed value. We will at our option replace your vehicle with an equivalent vehicle or pay the agreed value shown on the Policy Schedule.

#### Agreed value means

The fixed amount for which your vehicle is insured for each period of insurance regardless of any price change for your vehicle during that period.

The agreed value includes the value of insured accessories and equipment.

### Hire vehicle costs following an accident

If your vehicle is damaged in an accident which is covered under this Policy, and we have agreed to pay your claim, we will reimburse you for the costs you incur of hiring a vehicle while your vehicle is being repaired or if it is deemed a total loss.

We will reimburse you an amount up to the maximum daily rate shown on your Policy Schedule:

- for a maximum of 30 days, or
- until your vehicle is repaired, or
- until we pay your claim,

whichever happens first.

The cover will commence on the date your vehicle is taken to the repairer provided we are notified at that time.

You will need to organise and pay for the hire vehicle. We are not responsible for ensuring that a hire vehicle is available. You must also give us a copy of the rental agreement and any receipts for the hire vehicle before we will pay you.

If the cost of the hire vehicle is more than the maximum daily rate shown on your Policy Schedule, you will have to pay the difference.

We do not pay for:

- additional hiring costs
- running costs, including the costs of fuel
- damage to the hire vehicle
- any insurance, insurance excess or other costs you maybe liable for under the hire vehicle rental agreement.

We will not cover you under this Optional benefit if:

- the only damage to your vehicle is to its windscreens or window glass, or
- your vehicle is stolen, because you may be able to claim under the 'Hire vehicle costs following theft' additional benefit.

### Windscreen excess protection

If the only damage in an accident is a broken windscreen or window glass the standard excess shown in the Policy Schedule does not apply for the first windscreen or window glass claim in any one annual period of insurance.

For the purpose of this benefit 'broken' shall mean a fracture that extends through the entire thickness of the glass or where the windscreen is laminated, a fracture extending through all layers of the lamination or where the damage is sufficient to prevent registration.

### Protected No Claim Discount

If you are involved in an accident and you make a claim where your No Claim Discount would normally be affected, then your No Claim Discount entitlement will not be reduced at renewal of your Policy provided you:

- are, at the time of the accident, on maximum No Claim Discount, and
- do not have more than one claim, where this clause is applicable, in any one annual period of insurance.

### Tools and equipment

Where this clause is shown on the Policy Schedule it is agreed we will cover your tools and equipment of trade for loss or damage caused by:

- (a) fire, lightning, explosion, malicious damage or vandalism whilst secured on or in your vehicle;
- (b) theft following forcible and violent entry which causes visible damage to a locked vehicle;
- (c) theft when securely attached to your vehicle through the use of locks or padlocks, which results in visible damage to the securing devices;
- (d) collision or overturning of the conveying vehicle.

## General conditions

The amount of cover provided by this special clause is limited to a total of \$5,000 (up to \$1,000 per item) in any one period of insurance.

At our option, we will pay the lesser of:

- (a) the cost of repair or replacement of the lost or damaged item; or
- (b) the current Market Value of the lost or damaged item.

If only part of the item is damaged, we will only pay for that part plus the cost of any necessary dismantling and reassembling.

You must pay an Excess of \$250 for each claim made under this Section.

## General conditions

The following General conditions apply to all Sections of this Policy.

### Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it, and
- we give you a new Policy Schedule detailing the change.

### Other interests

You must not transfer any interests in this Policy without our written consent.

Any person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy.

### Cancelling your Policy

#### How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it.
- Where 'you' involves more than one party, we will only cancel the Policy when a written agreement to cancel the Policy is received from all parties named as the insured.

#### How we may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

### The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

### Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally, or

- if it is delivered or posted to your address last known to us.

It is important for you to tell us of any change of address as soon as possible.

### Changes to information previously advised

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

You must tell us immediately if there is any change:

- to the names of the vehicle's owners, or
- of use of your vehicle(s), or
- by way of modification, to the manufacturer's specifications to improve your vehicle's performance, but only if your vehicle is a sedan, station wagon, panel van, 4x4 or a goods carrying vehicle with a gross vehicle mass under 3,500 kilograms.

### All persons or companies bound by this Policy and its provisions

All persons or companies entitled to any benefit under this Policy are bound by the terms and conditions of this Policy. We may refuse a claim if you or any of them are in breach of any of the terms and conditions of this Policy including any endorsements noted or attached to the Policy Schedule, except as allowed in 'Additional Benefits – Breach of Conditions'.

### Other insurances covering the same loss, damage or liability

If at the time of any event giving rise to a claim under this Policy there is any other current policy covering the same loss, damage or liability you must notify us of the other insurance and you must render all reasonable assistance to us in order that we may obtain a rateable recovery from any other Insurer.

### Accidents/losses affect your renewal premium

When calculating your renewal premium all claims that occur during the period of insurance may affect the coming year's renewal premium.

In addition if you report an incident or loss after we have advised renewal terms we reserve the right:

- (a) to revise our renewal terms
- (b) where the Policy has been renewed and a claim has been reported that occurred in the previous period of insurance to charge any additional premium relative to the reported loss
- (c) where the Policy has been renewed, to reduce the period of insurance in proportion to the amount due if that additional amount is not paid within 28 days of notification.

### Protection of insured vehicles

You must take all reasonable precautions for the care, safety and protection of the vehicles covered under this Policy and comply with all statutory obligations, by-laws and regulations imposed by any public authority for the safety, use and storage of the insured vehicles.

## Claims

### What you must do after an accident or theft

If an incident happens which may give rise to a claim you must:

- take all reasonable steps to protect or safeguard your vehicle from further loss, damage or theft
- notify the police immediately if your vehicle or any of your property is stolen or maliciously or intentionally damaged
- tell us or your Financial Services Provider as soon as possible. You will be provided with a claim form and advice on what to do
- supply us with all information we require to settle or defend the claim
- notify us of any other insurance covering the same loss, damage or liability
- co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person
- provide to us full details in writing as soon as possible after the happening of any accident or occurrence, which may become the subject of a claim under this Policy
- send to us immediately any letter or communication from other parties
- tell us immediately of any notice of impending prosecution or details of any inquest or official inquiry
- give all information and assistance we may require to handle any claim that you make under this Policy.

In an emergency outside normal business hours you may call our emergency service on 1800 023 387 for assistance.

If in doubt at any time, call us or your Financial Services Provider.

### What you must NOT do after an accident or theft

In the event of an incident that may give rise to a claim, you must NOT:

- admit liability if an accident occurs which is likely to result in someone claiming against you
- make an offer, settlement, promise or payment
- incur any costs or expenses without our written consent, in respect of any right or claim which may be the subject of a claim by you against us under this Policy
- authorise repairs to your vehicle without our prior consent. However you may authorise:
  - the fitting of an identical replacement windscreen or window glass
  - repairs up to \$2,000 (over and above any applicable excesses) if you are more than 200 kilometres from the normal nightly parked address and they are necessary to enable you to continue your journey.

### What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

### What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Terms and Conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

### Repair guarantee

If we authorise repairs to your vehicle, we will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of your vehicle. For entitlement to any repairs under this guarantee you must first allow us to inspect the vehicle and we must agree that repairs are necessary.





