



# Motor Fleet Insurance

Product Disclosure Statement and  
Policy Document.

**Allianz** 



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# Introduction

Welcome and thank You for choosing the Allianz Motor Fleet Insurance Policy.

## About Allianz

Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 is the insurer of the Policy and is one of Australia's largest general insurers. We utilise years of local expertise, combined with global experience to offer a wide range of products and services to Our customers. As a member of the worldwide Allianz Group, We are committed to continuous improvement of Our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services.

## About this Insurance

This is an important document. You should read it carefully before making a decision to purchase this insurance.

It will help You to:

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account Your objectives, financial situation or needs. You need to decide if this insurance is right for You and You should read all of the documents that make up the policy to ensure You have the cover You need.

Preparation Date: 31/07/2013.

## Summary of available covers

You can choose from the following two covers:

Cover Type	Description of cover provided
Comprehensive Cover	Section A. Loss of or Damage to Your Vehicle; and Section B. Third Party Property Damage Cover – Cover for Your legal liability for loss or Damage to another person's property.
Third Party Property Damage	Section B Only – Cover for Your legal liability for loss or Damage to another person's property.

With each cover option selected, a range of benefits are included. For details of these benefits please refer to the "Benefits of cover available" table on pages 6 and 7.

## Some words have special meanings

Certain words used in the policy have special meanings. The Definitions section of this document on pages 7 and 8 contains such terms. In some cases, certain words may be given a special meaning in a particular section of the Policy when used or in the other documents making up the Policy.

Headings are provided for reference only and do not form part of the Policy for interpretation purposes.

## How We calculate Your premium

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

It is important for You to know that the premium varies depending on the information We receive from You about the risk to be covered by Us. Based on Our experience and expertise as an insurer, We decide what factors increase Our risk and how they should impact on the premium.

The base premium We charge varies according to a number of factors including Your risk profile. Your risk profile is based on a combination of factors that assist in determining the likelihood of a claim occurring in the policy year and the amount that the claim is likely to cost Us. The factors that make up Your risk profile include Your relevant driving history and driving experience, relevant claims and incident/Accident history. Other factors are then taken into account such as where the Vehicle is located, the type of Vehicle being insured and its condition, any accessories and modifications, the amount of cover required and excesses selected and relevant insurance, criminal and bankruptcy history.

Factors that increase the risk to Us may result in a higher base premium whilst factors that decrease Allianz risk may result in a lower base premium.

Your premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST, Emergency and Fire Services Levy) in relation to Your policy. These amounts will be set out separately on Your Schedule of insurance as part of the total premium payable.

In cases where We are required to pay an estimated amount (e.g. for Fire Services Levies) based on criteria set by the Government, We allocate to the policy Our estimate of the amount We will be required to pay. We may over or under recover in any particular year but We will not adjust Your premium because of this. You can ask Us for more details if You wish.

When You apply for this insurance, You will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the Schedule, which will be sent to You after the entry into the Policy. If You fail to pay We may reduce any claim payment by the amount of premium owing and/or cancel the Policy.

## Our contract with You

Where We agree to enter into a policy with You it is a contract of insurance between Us and You (see the definition of “You” for details of who is covered by this term). The policy consists of:

- this document which sets out the standard terms of Your cover and its limitations;
- Your current Schedule issued by Us. The Schedule is a separate document, which shows the insurance details relevant to You. It may include additional terms, conditions and exclusions relevant to You that amend the standard terms of this document. Only those sections shown as covered in Your Schedule are insured; and
- any other change to the terms of the policy otherwise advised by Us in writing (such as an endorsement or Supplementary PDS). These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together and kept in a safe place for future reference.

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

Any new or replacement Schedule We may send You, detailing changes to Your insurance or the period of insurance, will become the current Schedule, which You should carefully read and retain.

## Your obligation to comply with the Policy terms and conditions

You are required to comply with the terms and conditions of the Policy. Please remember that if You do not comply with any term or condition, We may (to the extent permitted by law) decline or reduce any claim payment and/or cancel Your Policy.

If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the Policy.

## Cooling Off Period

You can exercise Your cooling off rights and cancel the policy within fourteen (14) days of the date You purchased the policy and receive a refund of the premium paid, provided You have not exercised any right or power under the policy (e.g. made any claim) and these rights and powers have not ended.

We may deduct any reasonable administrative and transaction costs incurred by Us that are reasonably related to the acquisition and termination of the policy and any government taxes or duties We cannot recover, from Your refund amount.

After the cooling off period has ended, You still have cancellation rights, however We may deduct a pro rata proportion of the premium for time on risk, plus any reasonable administrative costs and any government taxes or duties We cannot recover. See “Cancellation rights under Your policy” below.

## Cancellation rights under 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 broker or Us.

Where there is more than one contracting insured We will only cancel the Policy when a written agreement to cancel the Policy is received from all contracting insured’s named as the insured or from a person authorised to act as agent of all such persons.

### How We may cancel this Policy

- a. We have the right to cancel the policy where permitted by and in accordance with law. For example, We may cancel:
  - if You failed to comply with Your Duty of Disclosure; or
  - where You have made a misrepresentation to Us during negotiations prior to the issue of the policy; or
  - where You have failed to comply with a provision of the policy, including the term relating to payment of premium; or
  - where You have made a fraudulent claim under the policy or under some other contract of insurance that provides cover during the same period of time that the policy covers You, and
  - We may do so by giving You three days notice in writing of the date from which the policy will be cancelled. The notification may be delivered personally or posted to You at the address last notified to Us.

- b. Subject to c., if You or We cancel the policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative and transaction costs related to the acquisition and termination of the policy We incur and any government taxes or duties We cannot recover.
- c. In the event that You have made a claim under the policy and We have agreed to pay the full sum insured for Your Vehicle(s) no return of premium will be made for any unused portion of the premium on the Vehicle(s) subject to the claim.

## Your Duty of Disclosure

Before You enter into the policy with Us, the Insurance Contracts Act 1984 requires You to provide Us with the information We need to enable Us to decide whether and on what terms Your application for insurance is acceptable and to calculate how much premium is required for Your insurance.

The Act imposes a different duty the first time You enter into the policy with Us to that which applies when You renew, vary, extend, reinstate or replace the policy. We set these two duties out below.

### Your Duty of Disclosure when You enter into the policy with Us for the first time

You will be asked various questions when You first apply for the Policy. When You answer these questions, You must:

- give Us honest and complete answers;
- tell Us everything that You know; and
- tell Us everything that a reasonable person in the circumstances could be expected to tell Us.

### Your Duty of Disclosure when You renew, vary, extend, reinstate or replace the policy

When You renew, vary, extend, reinstate or replace the policy, Your duty is to tell Us before the renewal, variation, extension, reinstatement or replacement is made, every matter which:

- You know; or
- a reasonable person in the circumstances could be expected to know,

is relevant to Our decision whether to insure You and whether any special conditions need to apply to the policy.

### What You do not need to tell Us for either duty

You do not need to tell Us about any matter:

- that diminishes Our risk;
- that is of common knowledge;

- that We know or should know as an insurer; or
- that We tell You We do not need to know.

### Who does the duty apply to?

The duty of disclosure applies to You and everyone that is an insured under the Policy. If You provide information for another insured, it is as if they provided it to Us.

### What happens if the duty of disclosure is not complied with?

If the duty of disclosure is not complied with We may cancel the Policy and/or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Policy as if it never existed, and pay nothing.

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry through promoting better communication between insurers and customers and outlining a standard of practise and service to be met by insurers.

We keenly support the standards set out in the Code.

You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of this document.

## How to make a claim

If You need to make a claim under the policy, please refer to Making a claim from page 18.

## Complaints – Internal and External Complaints Procedure

If You are dissatisfied with Our service in any way contact Us and We will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedures. To obtain a copy of Our procedures contact Us on 13 2664. A dispute can be referred to the Financial Ombudsman Service (FOS) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

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



## Privacy information

We collect Your personal information directly from You where reasonably practicable or if not, from other sources. We collect it to provide Our various services and products (e.g. to market, arrange and administer insurance and to handle and settle claims) and to conduct market or customer research. We also use it to develop and identify services of Our related companies and alliance partners that may interest You (but You can opt out of this by calling the Allianz Direct Marketing Privacy Service Line on 13 2664 EST 8am–6pm, Monday to Friday or indicate Your decision in the appropriate area of the Privacy section of Our website at [www.allianz.com.au](http://www.allianz.com.au)).

If You do not provide the information We require We may not be able to provide You with this service.

We disclose information to third parties who assist Us in the above (e.g. insurers, insurance intermediaries, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, Your agents and other persons where required by law). Where You provide Us with information about another person for the above purposes, You must tell Us if You haven't got their consent to this. If You wish to gain access to Your personal information (including to correct or update it), have a complaint about a breach of Your privacy or You have any query on how Your personal information is collected or used, or any other query relating to Privacy, contact Us on 13 2664 EST 8am–6pm, Monday to Friday.

## Agency arrangements and agent's remuneration

If Your policy has been issued through Our agent, or a broker who is acting under a binder agreement with Us, then they are acting as Our agent and not as Your agent.

If Your policy has been issued by a broker, other than a broker acting under an agency/binder arrangement with Us, then the broker is acting as Your agent.

When the policy has been arranged through an intermediary, remuneration (such as commission) is payable by Us to them for arranging the insurance. You can ask them or Us for more information.

## Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under this Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subjected to eligibility criteria and for more information see APRA website [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 55 88 49.

## Updating this Product Disclosure Statement (PDS)

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by contacting Us using Our details on the back cover of this PDS).

Other documents may form part of Our PDS and the policy. If they do We will tell You in the relevant document.

## Further information and confirmation of transactions

If You require further information about this insurance or wish to confirm a transaction, please contact Us.

## Benefits of cover available

The following is a summary of benefits available under Section A – Loss of or Damage to Your Vehicle, Section B – Third Party Property Damage.

Cover	Summary of cover available	Benefits	Page No
<b>Additional benefits applicable to Section A – Loss of or Damage to Your Vehicle</b>			
Accommodation and travelling expenses	The reasonable costs for essential temporary accommodation or travel to complete the journey or return to point of departure.	Up to a maximum of \$5,000 any one event.	9
Additional Accessories	Loss or Damage to any equipment or apparatus as maintained by You.	Up to a maximum of \$5,000 any one event.	9
Automatic Additions and Deletions	Cover for any replacement or additional registered Vehicles acquired by You during the Period of Insurance.	Up to \$300,000 any one vehicle.	9
Automatic Trailer Cover	Cover for any two wheeled or box trailer owned by You whilst it is attached to Your Vehicle.	Up to a maximum of \$5,000 any one Accident.	9
Chains, gates, ropes and tarpaulins	Cover for theft of any chains, gates, ropes or tarpaulins as a result of theft of Your Vehicle.	Up to a maximum of \$10,000 any one event,	9
Emergency car hire	Cover for a hire vehicle when Your vehicle is Damaged in an Accident and can not be driven.	Up to 2 consecutive days.	9
Emergency repairs	Reimbursement for repairs to enable You to drive Your Vehicle.	Up to a maximum of \$2,500 any one Accident.	9
Employees vehicles	Cover for employees Vehicles whilst being used in connection with Your Business.	Up to a maximum of \$50,000 any one Accident.	9
Finance payout – total loss	Covers the difference between the Market Value and the residual value after a Total Loss.	Up to a maximum of 25% above the market value.	10
Fire Brigade & Emergency Services cover	Cover for charges imposed by the fire brigade, police or any emergency services.	Up to a maximum of \$50,000.	10
Funeral Expenses	Cover for funeral expenses following the death of Your driver.	Up to a maximum of \$10,000 any one event.	10
Hire costs following fire and theft	Cover for a hire vehicle when Your vehicle is Damaged by fire or theft.	Up to a maximum of \$5,000.	10
Hired vehicles	Cover for any excess where You hire a vehicle and insure that hire vehicle with hiring company.	Up to a maximum of \$5,000 any one event.	10
Modification to vehicle	Cover for costs to modify Your Vehicle if its driver is permanently disabled.	Up to a maximum of \$10,000 any one event.	10
Personal property	Cover for loss or Damage to personal property.	Up to a maximum of \$2,500 any one theft or Accident.	10
Recovery Cost – No Damage	Cover for the cost of removing the Vehicle when it becomes unintentionally immobilised on a work site or in work operations.	Up to a maximum of \$5,000.	10
Re-keying and re-coding	Cover for the cost to re-code Your Vehicles locks if Your keys are stolen.	Up to a maximum of \$5,000 any one vehicle or \$25,000 any one event.	10
Removal of basic excess for windscreen claims	Removal of basic excess where Your Vehicles windscreen or window glass is Accidently broken.		11
Removal of debris	Cover for costs to clean up and remove Your Vehicle.	Up to a maximum of \$50,000.	11
Replacement vehicle	New vehicle replacement where Your Vehicle is declared a Total Loss.	For Vehicles within their first 2 years of registration.	11
Sign writing	Cover for the costs to reinstate any sign writing or artwork.	Up to a maximum of \$25,000 any one event.	11



Cover	Summary of cover available	Benefits	Page No
<b>Additional benefits applicable to Section A – Loss of or Damage to Your Vehicle</b>			
Towing	Cover for costs to protect and tow Your Vehicle.	Up to a maximum of \$10,000.	11
Vehicle return	Cover for additional costs to return Your Vehicle to its original destination or point of departure.	Up to a maximum of \$5,000 any one event.	11
<b>Additional benefits applicable to Section B – Third Party Property Damage</b>			
Falling goods	Your liability if a third party's property is Damaged by falling goods from Your Vehicle.	Up to the limit of liability.	13
Legal Costs	Your legal costs in defending Your legal liability for any vehicle not owned by You while that vehicle is being used in connection with Your Business.	Up to the limit of liability.	13
Loading and Unloading	Your liability if a third party's property is Damaged by the loading and unloading of goods from Your Vehicle.	Up to the limit of liability.	13
Non owned vehicle liability	Your legal liability for any vehicle not owned by You while that vehicle is being used in connection with Your Business.	Up to the limit of liability.	13
Substitute vehicle	Accidental Damage to a third party's property caused by You driving a vehicle not belonging to You whilst Your Vehicle can not be used because it is undergoing repairs.	Up to the limit of liability.	13
Uninsured motorists	Cover for Damage to Your Vehicle caused in an Accident with an uninsured driver,	Up to a maximum of \$5,000.	13

## General definitions

You need to understand what We mean by certain terms in the Policy.

**“Accident” and “Accidental”** means a sudden event which is an unintended or unforeseen happening and is not expected or designed. The event arises out of the use of Your Vehicle and includes a series of Accidents arising out of the one event.

**“Aircraft”** means anything made or intended to fly or move in or through the air or space other than model aircraft.

**“Business”** means the Business described in the Schedule, carried on by You or on Your behalf at or from the Situation and any occupation incidental to that Business including ownership and tenancy of premises and the provision or management of canteen, social, sports, welfare, child care organisations for Your employees and internal first aid, fire and ambulance services.

**“Caravan or trailer”** means a registered Caravan or trailer insured by Us.

Caravan or trailer does not include:

- a caravan permanently on site or which is used as a permanent residence, or
- a motorised caravan, campervan, or motor home.

**“Damage” or “Damaged”** means sudden, unintended or unforeseen physical loss or destruction.

**“Dangerous Goods”** means substances which are defined as dangerous goods in the Australian Code for the Transport of Dangerous Goods by Road or Rail.

**“Employee(s)”** means any person(s):

- employed by You;
- apprenticed to You;
- deemed to be Your employee by any applicable law;
- hired or seconded from another party by You; or
- an executive director or officer of Your Business.

**“Excess”** means the amount shown in Your Schedule which You must pay when You make a claim under Your policy. (see making a claim section for details)

**"Family"** means:

- Your spouse or de facto spouse, and
- Your children or the children of Your spouse or de facto spouse, who ordinarily live with You.  
A "de facto spouse" means a person whether of the same sex or not, who ordinarily lives with You in a genuine personal and domestic relationship similar to the relationship of husband and wife.

**"Gross vehicle mass"** means the maximum legally allowed weight of Your Vehicle and the weight of the goods it can legally carry.

**"Malicious Damage"** means intentional Damage done to Your Vehicle by someone else without Your consent.

**"Market Value"** means the value We determine as being the amount of money it would cost to buy a vehicle of the same make, model, age and condition of Your vehicle immediately prior to the loss or Damage but excluding costs and charges for vehicle registration, compulsory third party insurance, stamp duty transfer, dealer warranty costs, allowance for dealer profit or transfer fees.

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

**"Personal Property"** means personal items designed to be worn or carried, but not:

- cheques, money, credit cards or negotiable instruments, or
- firearms, or
- tools or items used in connection with a Business or occupation, or
- mobile phones.

**"Policy"** means this document and any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it and Your Schedule.

**"Sum Insured"** means Your Vehicle's value declared to Us exclusive of GST which we have agreed to insure you for.

**"Substitute Vehicle"** means a Vehicle not belonging to You which is used by You with the consent of the owner whilst Your Vehicle cannot be used because it is undergoing repair or service.

**"Total Loss"** means the vehicle is so badly Damaged that it would not be either safe or economical for us to repair, or when it has been stolen and not recovered.

We will not treat a vehicle as uneconomical to repair if the salvage value to us plus the cost of repairs to us is less than the:

- replacement value – where a total loss gives you the right to a replacement vehicle under the policy, or
- market Value – if your vehicle is insured for market value, or
- sum insured or market value – if your vehicle is insured for the sum insured value, unless otherwise notified to you by us in writing.

**"Vehicle"** means the motor vehicle(s), mobile machine(s) and/or trailer(s) based on the list of Vehicles provided by You at the inception of the Policy:

- any manufacturers' tools, accessories, equipment and options fitted to them; and
- any agreed non-manufacturer accessories or equipment fitted to them.

**"We", "Our", or "Us"** refers to the insurer Allianz Australia Insurance Limited, AFS Licence No. 234 708, ABN 15 000 122 850 of 2 Market Street, Sydney, NSW 2000.

**"You" or "Your"** refers to those named as the insured in Your Schedule and their subsidiary companies and other entities in which they have a controlling interest at the commencement of the Period of Insurance and other third parties or persons who are specifically provided with cover under the Policy. Where the insured comprises more than one legal entity, the word 'You' shall be considered as applying to each entity as if that entity were the only entity named as you.

**"Your Schedule"** means the Allianz Policy Schedule/ Certificate and attachments issued to You by Us. It sets out the Policy number, the cover types selected by You and other applicable details of Your cover such as the Period of Insurance, number of vehicles declared and any Excesses payable.

# Section A – Loss of or Damage to Your Vehicle

## 1. Loss of or Damage Cover

If during the Period of Insurance Your Vehicle:

- suffers Accidental Damage, including Damage caused by fire, hail, flood, storm or earthquake; or
- is lost by theft and not found; or
- suffers Malicious Damage.

We will, at Our option:

- replace, reinstate or repair Your Vehicle; or
- pay You the reasonable cost to repair Your Vehicle to its condition before it was Damaged; or
- if Your Vehicle is a Total Loss, and is a sedan, station wagon, four wheel drive, panel van or utility or goods carrying vehicle under two tonnes We will pay You the Market Value. For all other Vehicles We will pay You the Market Value or the Sum Insured whichever is the lesser.

## 2. Additional benefits applicable to this section

We will pay You the Additional benefits, in addition where applicable to the Market Value or Sum Insured, following loss or Damage to Your Vehicle insured under section A1 of this Policy, providing the loss or Damage exceeds the relevant excesses payable by You.

### Accommodation and travelling expenses

If Your Vehicle is on a journey and:

- is Damaged in an Accident and unable to be driven; or
- is lost through theft and not found within a reasonable time, We will pay the reasonable cost for essential temporary accommodation or travelling expenses incurred by You to complete the journey or return to the point of departure, up to a maximum of \$5,000 for any one event.

### Additional accessories

We will pay for claims for loss of or Damage to any equipment and apparatus of the Vehicle as maintained by You, including radio receivers, tape recorders, compact disc players, telephones or navigation equipment built into Your Vehicle (but excluding mobile phones) up to a maximum of \$5,000 any one event.

### Automatic Additions and Deletions

We will cover any replacement or additional registered Vehicles acquired by You during the Period of Insurance provided that:

- such Vehicles are of a similar type to Vehicles insured by You at the commencement of the Period of Insurance;
- You notify Us within 30 days of purchasing or leasing any Vehicle;
- cover will not exceed a maximum sum insured of \$300,000 any one Vehicle unless notified by Us in writing; and
- You pay Us any additional premium We require.

### Automatic Trailer Cover

We will pay for any loss of or Damage to any two wheeled or box trailer owned by You which weighs less than 2 tonnes and which occurs while it is attached to Your Vehicle. The maximum We will pay in respect of any one Accident is the lesser of the market value or \$5,000.

### Chains, gates, ropes and tarpaulins

We will pay for the claims for theft of any chains, gates, winches or tarpaulins which are attached to or within Your Vehicle when they are lost as a result of theft of Your Vehicle up to maximum of \$10,000 any one event.

### Emergency car hire

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and Your Vehicle is Damaged in an Accident and can not be driven, or is Damaged by an attempted theft and can not be driven, We will assist You in paying the cost of a hire vehicle up to two consecutive days when the loss is reported to Us within 48 hours of occurrence.

Any such rental will be arranged through Our preferred suppliers when the loss is reported. Additional charges incurred, other than the daily rental rate, for any such rental are excluded.

### Emergency repairs

We will reimburse You for the cost of emergency repairs which may be necessary to enable You to drive Your Vehicle to point of departure after it is involved in an Accident, suffers Malicious Damage, or is stolen and recovered in a Damaged condition.

The maximum We will pay in respect of any one Accident is \$2,500.

### Employees vehicles

We will cover an employee owned Vehicle whilst being used in connection with Your Business and with Your consent. However, We will not pay for claims if there is

any other insurance for the same event at the time of the Accident or loss. Except for any amount in excess of the limit of indemnity under the other insurance.

The maximum cover We will pay in respect of any one Accident is \$50,000.

### **Finance payout – total loss**

Where Your Vehicle is subject to any lease, hire agreement or financial agreement through a financial institution and suffers a Total Loss, We will cover You or the finance provider for the difference between the residual value under the contract and the Market Value of the Vehicle to a maximum of 25% of the Market Value less any payments and interest in arrears at the time of loss, and less any discount in respect of finance charges and/or interest for the unexpired term of the lease, hire agreement or financial agreement. However, We will not pay if We are not required to do so by the finance provider.

### **Fire Brigade & Emergency Services cover**

Following an Accident, We will pay up to \$50,000 for Your Liability for charges imposed by the Fire Brigade, Police or any Government Emergency Services.

### **Funeral Expenses**

We will pay for funeral expenses associated with:

- a. burial and cremation of the driver, and
- b. the travel costs of any immediate family members of the driver;

following the death of the driver of Your Vehicle which is caused as a direct result of the Accident up to a maximum of \$10,000 for any one event less any amount payable by any accident compensation authority or medical fund.

### **Hire costs following fire and theft**

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and the loss or Damage is caused by fire or theft, We will assist You in paying the cost of a hire vehicle:

- up to a maximum of \$5,000 each Vehicle in the Period of Insurance or until recovery of the Vehicle whichever is the earlier, and provided the theft or fire has been reported to Us and to the police, and
- until the vehicle is repaired.

Additional charges incurred, other than the daily rental rate, for any such rental are excluded.

### **Hired vehicles**

Where You hire a sedan, station wagon, four wheel drive, van or utility under two tonne gross vehicle mass and You insure the hired vehicle, We will:

- pay any excess You are required to pay to the hiring company under that insurance during the period of insurance;
- provided the excess You are required to pay to the hiring company exceeds the excess payable under Our Policy.

The maximum We will pay in respect of any one event is \$5,000.

### **Marine average**

If Your Vehicle is being transported by sea between places within Australia or New Zealand during the Period of Insurance We will pay Your contribution for general average and salvage charges where such maritime conditions apply up to the Sum Insured or Market Value whichever is the lesser, whether or not loss or Damage is suffered by Your Vehicle under Section A1.

### **Modification to vehicle**

We will pay for costs incurred to modify Your Vehicle if its driver is permanently disabled as a direct result of injuries received in the Accident up to a maximum of \$10,000 each event less any amount payable by any Accident compensation authority or medical fund.

### **Personal property**

We will pay for Personal Property belonging to the custodian of the Vehicle which is:

- Damaged in a collision involving Your Vehicle,
- Stolen from Your locked Vehicle, or
- Stolen at the same time as Your Vehicle.

Any payment will be subject to due allowance for depreciation, age and wear and tear.

The maximum We will pay in respect of any one Accident or theft is \$2,500.

### **Recovery Cost – No Damage**

We will pay You for costs of recovery or removal of Your Vehicle if it becomes unintentionally immobilised on a work site or in a physical situation whilst being used as part of Your normal Business operations.

The maximum We will pay for any one Period of Insurance is \$5,000.

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

### **Re-keying and re-coding**

If the keys to Your Vehicle are stolen or there are reasonable grounds to believe the keys have been illegally duplicated, We will pay for the replacement of Your Vehicle's keys and the necessary re-coding of Your Vehicle's locks.

The maximum amount We will pay is:

- The amount by which the cost to re-key and/or re-code Your Vehicle exceeds the basic excess payable for the claim, up to a maximum amount of \$5,000 per vehicle, or maximum of \$25,000 per event.

This benefit will only apply if the theft of Your keys has been reported to the police, and the keys have not been stolen by a employee, family member, invitee or person who resides with You.

### Removal of basic excess for windscreen claims

If the windscreen or window glass in Your Vehicle is Accidentally broken We will not apply an excess to Your claim.

This only applies:

- a. if the fracture extends through the entire thickness of the glass or, in the case of laminated windscreens, a fracture extends through all layers of the windscreen;
- b. if the broken windscreen or window glass is the only Damage to Your Vehicle; and
- c. If Your Vehicle is a sedan, station wagon, four wheel drive, panel van, utility or goods carrying vehicle under 2 tonne gross vehicle mass.

### Removal of debris

We will pay You for reasonable costs necessarily incurred for the clean up and removal of Your Vehicle debris resulting from goods falling or leaking from Your Vehicle up to a maximum of \$50,000 unless such other amount is specified in the Schedule.

### Replacement vehicle

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van, utility or goods carrying vehicle under 2 tonne gross vehicle mass and is declared a Total Loss within two years of its first registration We will at Your option (and with the consent of any financier where applicable) replace the Vehicle with a new Vehicle of the same make, model, series and accessories (subject to local availability). If a replacement Vehicle is not currently available, We will pay You the original purchase price of the Vehicle.

### Signwriting

We will pay for any loss of or Damage to fixed advertising or material forming a permanent part of Your Vehicle where reinstatement is required up to a maximum of \$25,000 each event unless such other amount is specified in the Schedule.

### Towing

Following an Accident or theft of Your Vehicle, We will pay up to \$10,000 for the cost of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place which We agree to.

### Vehicle return

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and is Damaged in an Accident and unable to be driven We will pay up to a maximum of \$5,000 each event for:

- a. removing and relocating Your Vehicle to the nearest repairer approved by Us, and
- b. delivering Your Vehicle to Your usual place of garaging after repair or recovery.

### Vehicle being transported

We will pay for loss or Damage where Your Vehicle is being transported by road, rail, sea or air between any places in Australia and New Zealand. This cover will not apply where more than one Vehicle is being transported in any one conveyance.

## Specific options available under Section A

Your Schedule will show if the Policy option is applicable. The following option is only available following loss or Damage to Your Vehicle insured under section A1 of this Policy, providing the loss or Damage exceeds the relevant excesses payable by You.

### Hire costs following an Accident

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and the loss or Damage is caused by an Accident during the Period of Insurance – We will assist You in paying the cost of hire up to but no more than a maximum of \$5,000 each Vehicle per claim.

Additional charges incurred, other than the daily rental rate, for any such rental are excluded.

## 3. Specific exclusions applicable to this section

Under Section A We will not pay for:

### Loss of use

Loss or Damage suffered because You cannot use Your Vehicle.

### Wear and tear and breakdown

Loss or Damage caused by wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance.

### Tyres

Damage to tyres or wheel rims caused by braking, road punctures, cuts or bursts.



## Old Damage

The costs of repairing pre-existing Damage, or the costs of fixing faulty repairs which were done before the commencement of the Policy.

## Intentional Damage

Loss or Damage intentionally caused by You or a person acting with Your express or implied consent.

## Safeguard of vehicle

Loss of or further Damage to Your Vehicle following a loss or Accident, unless reasonable steps were taken to protect or safeguard Your Vehicle.

## Incorrect fuel

Loss or Damage to Your Vehicle caused by the use of any incorrect fuel, coolant or additive.

# Section B – Third Party Property Damage

## 1. Cover for Damage to other people's property (legal liability)

Where Your Vehicle is registered or licensed as required by law for use on public roads, We cover You for any amount for which You become legally liable to pay as compensation in respect of loss or Damage to someone else's property caused by a motor vehicle Accident during the Period of Insurance which is party or fully Your fault up to the Limit of Indemnity.

This cover will apply only if Your legal liability for loss or Damage to someone else's property arises out of the use of Your Vehicle and is subject to the applicable Excess/es, Conditions, Exclusions and Limit of Liability:

The most We will pay arising out of any one motor vehicle Accident is the Limit of Indemnity.

We also cover in accordance with this Section B1:

- a. any person who is driving, using or in charge of Your Vehicle with Your permission;
- b. a passenger travelling in Your Vehicle or who is getting into or out of Your Vehicle;
- c. Your employer, principal or partner, arising from Your use of Your Vehicle.

### Limit of Indemnity applicable to Section B1

The maximum We will pay in respect of all claims arising from one Accident or series of Accidents resulting from the one original cause will not exceed:

- a. \$30,000,000 for all losses, excluding any claim(s) arising from the transportation of Dangerous Goods including cleanup, contamination or restitution of any land or waterway; or
- b. \$5,000,000 for all losses, arising from the transportation of Dangerous Goods including clean-up, contamination or restitution of any land or waterway, provided:

We will not cover, unless agreed by Us in writing, Your liability for any claim arising from the transportation of:

- a. explosives or radioactive goods; or
- b. gases in containers larger than 500 litres; or
- c. all other Dangerous Goods in containers larger than 400kg for solids or 450 litres for liquid ; or
- d. all Dangerous Goods where transport does not comply with the Australian Dangerous Goods Code and any other applicable legislation and regulations.



## 2. Additional benefits applicable to this section

We will also cover You for the following Additional benefits under Section B of this Policy. The maximum We will pay under the Additional benefits are inclusive of the Limit of Indemnity applicable to Section B1.

### Bodily injury (CTP gap liability)

We will also cover You, or a currently licensed driver of Your Vehicle driving the Vehicle with Your consent, for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road

We will not pay:

- a. if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
  - statutory or compulsory insurance Policy or any statutory or compulsory insurance, or
  - compensation scheme or fund, even if the amount recoverable is nil.
- b. any amount of a claim over that recoverable under any:
  - statutory or compulsory insurance Policy or any statutory or compulsory insurance, or
  - compensation scheme or fund.
- c. if the legal liability would have been covered or indemnified in any way if You had not failed to:
  - insure Your Vehicle,
  - register Your Vehicle, or
  - comply with the requirements of any statutory or compulsory insurance Policy or any statutory or compulsory insurance or compensation scheme or fund.
- d. for legal liability to any:
  - person driving or in charge of Your Vehicle
  - of Your employees, or
  - member of Your Family.
- e. for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).
- f. unless You or the person claiming under this section have notified Us of a claim under this section within 6 months of You or that person first becoming aware of an intention to make a claim against You or that person.

- g. for legal liability caused by or arising from an intentional act by You or any other person.
- h. any amount of exemplary, punitive or aggravated damages.
- i. if Your Vehicle is outside of Australia at the time of loss or Accident.

### Non owned vehicle liability

Your legal liability in respect of any vehicle provided the vehicle is a registered sedan, station wagon, four wheel drive, panel van or utility and not owned or supplied by You while that vehicle is being used or driven by You or a person authorised by You in connection with Your Business.

### Falling goods

You under Section B1 above if the Accidental Damage to someone else's property is caused by goods falling from Your Vehicle.

### Legal Costs

You for all legal costs and expenses in defending Your legal liability or the liability of any other person covered under this Section in respect of any vehicle not owned or supplied by You while that vehicle is being used or driven by You or a person authorised by You in connection with Your Business.

### Loading and unloading

You under Section B1 above if the Accidental Damage to someone else's property is caused by the loading and unloading of Your Vehicle.

### Uninsured motorists

We will cover You for up to \$5,000 less any applicable excesses for Damage to Your Vehicle caused in an Accident with another vehicle during the Period of Insurance if:

- The driver of the other vehicle was at fault;
- The other vehicle was uninsured; and
- You can tell Us who the other driver was and identify the other vehicle.

This cover is not applicable where You have Section A – Loss of or Damage to Your Vehicle cover.

### Substitute vehicle

You under Section B1 above for Accidental Damage to someone else's property caused by Your driving another vehicle not belonging to You (with the consent of the owner) whilst Your Vehicle cannot be used because it is undergoing repair or services.

### 3. Specific exclusions applicable to this section

The following exclusions apply to Section B:

#### Unregistered vehicles

We will not pay if Your Vehicle is unregistered at the time of the event giving rise to the claim.

However We will cover Your liability in respect of the unregistered Vehicle in a place that requires registration, provided:

- a. You have complied with the appropriate statutory requirements and obtained necessary permits to move the unregistered Vehicle, or
- b. Your Vehicle is a towed Vehicle for which registration is not required by law.

#### Underground pipes and cables

We will not pay for liability for Damage to underground services, pipes, cables or the like caused by or arising out of the use of Your Vehicle, or liability in respect of Damage to any land or fixed property arising howsoever from vibration or from the removal or weakening of or interference with support to land, buildings or any other property, arising out of the use of Your Vehicle.

If Your Vehicle comes into direct contact with overhead cables, wires or conduits, We will pay only for the repair of the direct physical Damage so caused, up to a maximum of \$100,000 each event.

#### Trailers

We will not pay for Damage caused or contributed to by more than the legally permitted number of trailers attached to Your Vehicle.

#### Personal property/property in Your Custody

We will not pay for Damage to property belonging to or in the custody of You or any person entitled to cover under Section B. This exclusion shall not apply to employees or visitor's vehicles whilst contained within a car park owned or operated by You.

#### Fines, penalties, punitive damages

We will not pay for any fines, penalties, or aggravated, exemplary or punitive damages.

#### Radioactive materials

We will not pay if Your Vehicle is being used for or is attached to or is towing a Vehicle, mobile machine and/or trailer, for the commercial transport of radioactive materials.

#### Vehicle used on rails

We will not pay if Your Vehicle is used on rails or tracks at the time of Accident.

#### Hooks and hoists

We will not pay for claims caused by goods falling from the hook or hoisting apparatus of any crane or similar lifting equipment.

#### Aircraft Liability

We will not pay for liability for loss or Damage to any Aircraft resulting from an Accident caused by or arising from the use of Your Vehicle.

# Section C – General Exclusions applicable to all sections of the Policy

The following exclusions apply to the whole Policy.

We will not pay if:

## Driving under the influence of drugs/alcohol

The Damage, loss or injury is caused while Your Vehicle is being driven by any person impaired by or under the influence of any drug or alcohol, or by any person with a percentage of drug or alcohol in their breath or blood in excess of that allowed by law.

However, if You can prove You did not know that the driver of Your Vehicle was so affected, We will cover You but not the driver of Your Vehicle.

This exclusion shall not apply if it contravenes the law of the state in which the Policy was issued.

## Submitting to test

The driver of Your Vehicle refuses a request from a person with legal authority to take a breath, blood or other test to determine the percentage of drugs or alcohol in the person's breath or blood.

However, if You can prove You did not know that the driver of Your Vehicle refused to submit to the test, We will cover You but not the driver of Your Vehicle.

This exclusion shall not apply if it contravenes the law of the state in which the Policy was issued.

## Unlicensed drivers

The loss or Damage is caused while Your Vehicle is being driven (with Your consent) by any person who is not licensed under any relevant law to drive such a Vehicle.

However, if You can prove the driver's licence had unintentionally lapsed or was fraudulently produced or was cancelled unknown to You as a result of unpaid parking fines and the driver was the holder of a licence in the 12 months immediately prior to the lapsing or cancellation of the licence and You allow Us to use all remedies available to recover all costs associated with any loss or Damage occasioned or liability incurred by the driver of the Vehicle We will cover You.

## Overloaded vehicle

Your Vehicle is used to carry or tow a load or carry passengers greater than that for which Your Vehicle was constructed.

## Unroadworthy condition

Your Vehicle is used in an unroadworthy or unsafe condition. However, We will cover You if You can prove that the condition could not reasonably have been detected by You or that the loss, Damage or liability was not caused by or contributed to by the unroadworthy or unsafe condition.

## Approved fuel systems

Loss or Damage is caused by a fuel system which does not comply with the relevant Australian Standard.

## Tests

Your Vehicle is being tested other than in connection with service or repair by a person who is qualified to carry out the service or repair or who is acting under the supervision of such a person.

## Motor sports events

Your Vehicle is used in connection with a race, trial, test, contest or other sports event.

## Experiments

Your Vehicle is used in connection with the motor trade for experiment, test, trial, demonstration or towing.

## Hire or reward

Your Vehicle is used for carrying passengers for hire or reward, except for a private pooling arrangement including private courtesy bus arrangements or when You receive a travelling allowance from Your full time employer.

## Hire for Your vehicle

Your Vehicle is being used or let for hire.

## Stock in trade

Your Vehicle is in the possession of another person for the purpose of sale.

## Seizure of vehicle

Your legal interest in Your Vehicle ceases, or Your Vehicle is seized or taken possession of by any persons lawfully entitled to do so.

## Illegal purpose

Your Vehicle is used for any illegal purpose with Your consent.

## War

The loss or Damage is caused by war, foreign hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, or looting, sacking or pillage following any of these events.

## **Nuclear waste/material**

The loss or Damage is caused by the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste.

## **Geographical limitation**

The loss or Damage occurred while Your Vehicle was not in Australia or New Zealand.

## **Bitumen and/or Concrete Setting**

Loss or Damage for the settling or hardening of any concrete, bitumen, cement products or similar products or their derivatives.

## **Caravans**

In respect of caravans where:

- a. any loss or Damage to awnings or annexes caused by storm, hail or wind;
- b. liability at law by way of damages in respect of death or bodily injury, or Damage to property of any person in the caravan, or entering alighting therefrom;
- c. contents of the caravan other than the permanent fixtures, fittings, furniture, furnishings and bottled gas equipment contained in or on Your caravan and which would normally be sold with it;
- d. theft or burglary unless due to forcible and violent entry to the locked caravan.

## **Cranes and Lifting Devices**

Loss or Damage arising out of the operation of any crane or lifting device insured by this policy whilst:

- a. loaded in excess of the safe working load specified by the responsible statutory authority and/or manufacturers;

or being used in any raising, carrying or lowering operation in which a single load is shared by two or more cranes or lifting devices unless the insurer's prior consent has been obtained in writing.

## **Asbestos**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

## **Terrorism**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes and does not cover death, injury, illness, loss, Damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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 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.

This Policy also excludes and does not cover death, injury, illness, loss, Damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

## **Financial loss**

For any financial loss occurring because:

- You cannot use Your Vehicle;
- Your Vehicle's value was less after being repaired; or
- Your Vehicle's working life has been reduced.

## **Underground mining**

Your Vehicle was being used for:

- drilling or tunneling whilst underground; or
- driven in an underground mine or mining shaft when the loss or Damage occurred.

# Section D – General Conditions applicable to all sections of the Policy

## 1. Breach of conditions

Breach of or non-compliance with any Policy condition(s) by one insured named in Your Schedule will not prejudice any other named insured.

## 2. Cross liability

We agree that each person comprising the insured named in Your Schedule is considered as if that person were the only person named as the insured, and We waive Our rights of subrogation against any of those persons named as the insured. The Limits of Liability stated elsewhere in this policy are not affected or increased as a consequence of this condition.

## 3. Joint insured

A claim lodged by any one person covered by the Policy is considered to be a claim by all persons covered by the Policy.

## 4. Acquired companies

We will cover any company or subsidiary company formed, purchased or otherwise acquired by You during the Period of Insurance as if they were You provided that You:

- hold a controlling interest in the company;
- advise Us of Your interest in the company no later than 14 days from the date of acquisition;
- advise Us the number of additional Vehicles insured; and
- pay Us any additional premium required.

## 5. Changes to Your insurance details – what You must tell Us

You must tell Us immediately if during the Period of Insurance:

- a. if there have been any circumstances which could give rise to a claim under the Policy; or
- b. Your Vehicle is modified in a manner that affects its value or performance in any way.

When We receive this information, We may:

- alter the terms and conditions of the Policy, or
- charge You additional premium, or
- decide not to offer to renew the Policy.

If You do not provide the information immediately We may not pay a claim under Your Policy.

Before We agree to renew the Policy You must tell Us if, during the current Period of Insurance, You or any person who is a driver of Your Vehicle has:

- had any fines or penalties imposed for a traffic offence, other than a parking fine, or
- been convicted of any traffic offences, or
- had a drivers' licence cancelled or suspended or been disqualified from holding a driver's licence for any period, or
- been responsible for causing any motor Vehicle Accident, or
- had any motor Vehicle Damaged or stolen.

For Your assistance We have provided a full explanation of Your duty of disclosure and the consequences of non-disclosure under the heading "Your Duty of Disclosure" on page 4.

## 6. Keeping evidence of the value of the insured property

You should keep evidence of the value of all property covered under the Policy. You should also keep evidence of the amount of any Accidental loss, Damage or destruction.

## 7. Premium payment by direct debit

You may have chosen to pay the premium for the Policy by direct debit from a financial institution holding Your account or Your credit card account. If You choose this option, the financial institution may dishonour the direct debit payment due to lack of funds in Your account. If this occurs, We may charge You for any direct and indirect costs which We incur arising from the payment being dishonoured.

## 8. Prevention of loss or Damage

We may not pay Your claim if You do not take all reasonable precautions to prevent injury, loss or Damage, including securing Your Vehicle against unauthorised entry when it is unattended. This includes removing Your keys and locking the Vehicle. It is a condition of the Policy that Your Vehicle be kept in good repair.

## 9. GST Notice

The Policy has a GST provision in relation to premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

### Sums insured

All monetary limits in the Policy may be increased for GST in some circumstances (see below).

### Claim settlements – Where We agree to pay

When We calculate the amount We will pay You, We will have regard to the items below:

- 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 pay the GST amount in addition to the Sum Insured/limit of indemnity or other limits shown in the Policy or in Your Schedule. If Your Sum Insured/limit of liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim. 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.
- Where We make a payment under the Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.
- Where the Policy insures Business interruption, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by Your Business that is relevant to Your claim.

### Disclosure – Input tax credit entitlement

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. The Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

# Making a claim

## What You must do

We may not pay Your claim if You do not act as follows:

### 1. Do not admit liability

You must not:

- a. admit guilt or liability, or make a promise or offer of payment in connection with any claim; or
- b. offer or agree to settle any claim, without Our written consent.

We are entitled to take over and conduct the defence of any claim made against You for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of claims.

If the claim is for legal liability, You may make a written request to Us to agree that You are covered in respect of the claim.

### 2. Prevent further Damage

You must take all reasonable precautions to prevent any further loss, Damage or liability.

### 3. Contact the police

Depending on the laws of the State or Territory in which the Accident occurs, You must:

- a. contact the police if any person was injured as a result of the Accident;
- b. request the police to attend the scene of the Accident;
- c. go to the local police station to complete a 'Self Reporting Collision Form' if the police inform You that it is not necessary for them to attend the scene of the Accident.

You must contact the police immediately if Your car is stolen or Maliciously Damaged.

### 4. Contact Us as soon as possible

If there is any Accidental loss, Damage or liability which is likely to result in a claim, You must give Us immediate notice with the full details of any Accidental loss, Damage or anticipated or alleged liability.

You or Your representative must give Us full details in the manner We request which will be either:

- a. verbally; or
- b. in writing by completing Our claim form which will be supplied to You when You contact Us The process for authorising repairs to Your Vehicle is explained under "Authorising repairs".



Any correspondence You receive regarding the Accident or event must be sent to Us immediately. You must advise Us immediately of:

- a. any notice of impending prosecution;
- b. details of any inquest or official enquiry.

## What happens after You make a claim

### 1. Excess

An excess is the amount shown in Your Schedule which You must pay when You make a claim under the Policy unless We state an excess does not apply. The payment of an excess helps to keep the cost of Your premium down by reducing the number of small claims.

There are different types of excess which may apply to You or the driver of Your Vehicle at the time of the claim. The excess amount(s) are stated in Your Schedule.

These are:

#### a. Basic excess

The basic excess is the first amount You must pay on each claim. The amount of the basic excess will be shown on Your Schedule beside the heading "Basic excess".

#### b. Age excess

If You make a claim for an Accident when Your Vehicle was being driven by or was in the charge of a driver under the age of 25 years, You must pay the age excess shown in Your Schedule in addition to the basic excess.

#### c. Inexperienced driver excess

You will need to pay the inexperienced driver excess shown on Your Schedule in addition to the basic excess payable if You make a claim for an Accident when Your Vehicle was being driven by or was in the charge of a driver over the age of 25 who has not held the Australian driver's licence required to drive the subject Vehicle for at least 2 years.

You will not have to pay any Young driver (age), or inexperienced driver excess if You are claiming for any of the following:

- windscreen or window glass Damage only;
- theft;
- hail, storm or flood Damage;
- Malicious Damage; or
- Damage to Your Vehicle while parked.

#### d. Faultless excess

You will not be required to pay the basic, age and/or inexperienced driver excess if:

- You satisfy Us that the Accident which gave rise to the claim was the fault of the driver of the other vehicle; and

- You can supply the name and address of that driver, and
- You can supply the registration number of the vehicle, and
- Your Vehicle was a sedan, station wagon, four wheel drive, panel van, utility or goods carrying vehicle under 2- tonne gross vehicle mass, and
- The amount of the claim exceeds Your basic and age excess under the Policy and is not a claim for windscreen Damage.

In the event that the fault of the Accident which gave rise to the claim is in dispute You will be required to pay the Excess and the Excess will be refunded if We are successful in establishing the fault of the other driver.

#### e. Tipping excess

An additional excess of \$1,000 will apply if Your Vehicle is a rigid body tipper or a tipping trailer and the event which gives rise to a claim occurs whilst the tipping hoist forms part of Your Vehicle and is fully or partially elevated.

### 2. Deciding who is at fault

We will be solely responsible for deciding whether You contributed to the cause of an Accident.

### 3. Choice of repairer

Allianz can assist You in selecting a suitable repairer to repair the Damage to Your Vehicle; however You also have the right to choose Your own repairer.

In both instances We will work closely with the repairer to strive to achieve the best repair for You however We may require a second quotation from a repairer chosen by Us. We will then choose (subject to any relevant policy limits) to:

- authorise the repairs at Your repairer of choice, or
- pay You a fair and reasonable amount to repair Your Vehicle; or
- move the Vehicle to a repairer We both agree will repair Your Vehicle. In the instance that We both agree to move the Vehicle We will provide You with a rental car for up to 3 days in addition to any other benefit provided under Your policy.

### 4. Authorising repairs

- a. Where You have loss of or Damage cover You may only authorise emergency repairs as detailed on page 9 under "Emergency repairs". You cannot authorise further repairs to Your Vehicle without Our prior consent.

- b. Before We make a decision regarding Your claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor vehicle assessor will be appointed by Us. We or Our assessor will make the necessary arrangements with You.

### **5. Parts, extras and accessories**

If We are unable to repair the part We use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules (ADR). If such parts are not available or appropriate, parts from alternative distribution channels may be used.

We will not pay any amount greater than the maker's last list price in Australia (together with a reasonable charge for fitting) for the supply of any part, extra or accessory.

In the event that any part, extra or accessory cannot be obtained immediately, We may choose to pay You the value of the part, extra or accessory (together with a reasonable charge for fitting) rather than supply the part, extra or accessory.

### **6. Sublet repairs**

If Your vehicle requires Us to engage the services of a specific specialist repairer and/or supplier We may sublet that component to such repairer or supplier.

### **7. Guarantee and warranty**

We guarantee materials and workmanship on repairs We authorise for as long as You own or lease Your Vehicle. This guarantee is not transferable.

### **8. Assist Us with Your claim**

You must assist Us with Your claim. This means give Us all the information and assistance with Your claim which We may reasonably require. If You do not We may not pay Your claim or provide cover.

If We have the right to recover any amount payable under the Policy from any other person, You must co-operate with Us in any action We may take.

### **9. Our rights of recovery**

We have the right to recover from any person, in Your name, the amount of any claim paid under the Policy and We have full discretion in the conduct, settlement or defence of any claim in Your name. If We recover more than the amount We have paid to You or on Your behalf, We will pay You the balance.

### **10. Salvage of Your vehicle when it is a total loss**

If Your Vehicle is a Total Loss and We have agreed to replace Your vehicle, pay the Market Value or Sum Insured for Your Vehicle:

- the wreckage of Your Vehicle will become Our property, and
- We will keep the proceeds of any salvage sale.

### **11. Payment of unpaid premium when Your vehicle is a total loss**

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value or Sum Insured for Your Vehicle:

- the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You, and
- if We are replacing Your Vehicle, You must pay Us the balance of any unpaid premium or instalments for the Period of Insurance.

### **12. GST**

We will adjust Your claims payment in accordance with the GST provision noted under "General conditions applicable to all sections of the Policy", "GST Notice" on page 18.



For all enquiries please call your insurance intermediary

[allianz.com.au](http://allianz.com.au)

Allianz Australia Insurance Limited (Allianz)  
AFS Licence No. 234708  
ABN 15 000 122 850  
2 Market Street Sydney NSW 2000  
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# Supplementary Product Disclosure Statement (“SPDS”)

## Changes to your duty of disclosure

Preparation Date: 18/10/2014

This document is an SPDS that updates and amends the Product Disclosure Statements (“PDSs”) for the following products underwritten by Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 of 2 Market Street Sydney NSW 2000 (Allianz):

- Caravan & Trailer Insurance
- Commercial Motor Insurance
- Home Insurance
- Landlord Insurance
- Motor Fleet Insurance
- Motorcycle Insurance
- Personal Accident Insurance

This SPDS is issued by Allianz and must be read together with the relevant PDS and any other SPDS that you are given which updates or amends that PDS.

The “Duty of Disclosure” section is deleted and replaced as follows:

### Your Duty of Disclosure

Before you enter into this insurance with us, you have a duty of disclosure under the Insurance Contracts Act 1984.

The Act imposes a different duty the first time you enter into a contract of insurance with us to that which applies when you vary, extend, reinstate or replace the contract.

This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

### Your Duty of Disclosure when you enter into the contract with us for the first time

When answering our specific questions that are relevant to our decision whether to accept the risk of the insurance and, if so, on what terms, you must be honest and disclose to us anything that you know and that a reasonable person in the circumstances would include in answer to the questions.

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

### Your Duty of Disclosure when you vary, extend, reinstate or replace the contract

When you vary, extend, reinstate or replace the contract with us, your duty is to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

### What you do not need to tell us

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or
- as to which compliance with your duty is waived by us.

### Non-disclosure

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

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