

# FARM MOTOR

INSURANCE PRODUCT  
DISCLOSURE STATEMENT  
AND POLICY



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

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# Welcome To The Security Of CGU Insurance

**This booklet is important**

## Product Disclosure Statement

This Product Disclosure Statement (PDS) contains two parts:

- **Important Information** – contains general information about Your Farm Motor Vehicle Insurance Policy, and
- **Farm Motor Vehicle Insurance Policy** – contains the terms and conditions of Your Insurance Policy.

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

Please read this PDS before You apply for insurance.

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

If You need more information about this PDS, please contact Us.

## Important Information

### The purpose of this PDS

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

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

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

### Who is the insurer

CGU Insurance Limited is the insurer. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291. In this PDS, the insurer is also referred to as 'We', 'Us', 'Our', or 'Ours'.

### How to contact us

You may contact Us by any of the following ways:

- in person at any CGU Insurance office
- by telephone on 13 15 32
- by writing to Us at CGU Insurance, GPO Box 9902 in Your capital city
- by email on Our website [www.cgu.com.au](http://www.cgu.com.au)

## Your cooling-off period

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

## How to apply for insurance

Complete Our application form. If We accept Your application for insurance, You will receive a Schedule that sets out the details of the insurance You have taken out.

## How to make a claim

When something happens that You believe You can claim for, please contact Us or Your intermediary.

Details about making a claim are shown in the Policy under 'Claims Procedures'.

## The amount you pay for this insurance

The premium payable by You for this insurance will be shown on Your Schedule.

The key factors that influence the premium calculation are reflected in the questions asked, and information sought, at the time of Your enquiry or application for insurance. We take into consideration a number of factors in setting Our premiums.

These factors include the make, model and type of Vehicle being insured including Modifications made to the Vehicle, the age and driving experience of people who will be driving the Vehicle, where and how the Vehicle is used, the type of cover, the place where Your Vehicle is garaged, and Your previous insurance and claims history.

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

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

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

If We are unable to issue Your insurance when We receive Your application, We are required to hold Your premium in a trust account on Your behalf until Your insurance can be issued.

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

## Duty of disclosure

### What you need to tell us

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

### What you do not need to tell us

You do not need to tell Us anything that:

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

### What will happen if you do not tell us

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

## General Insurance Code of Practice

The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The objectives of the Code are:

- to commit Us to high standards of service
- to promote better, more informed relations between Us and You
- to maintain and promote trust and confidence in the general insurance industry
- to provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You; and
- to promote continuous improvement of the general insurance industry through education and training.

### Our commitment to you

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

Please contact Us if You would like more information about the Code.

## How to resolve a complaint or dispute

### 1. Talk to us first

If You have a complaint, the first thing You or Your insurance intermediary should do is speak to one of Our staff. If Your complaint relates specifically to a claim, speak with the claims officer managing Your claim. If the staff member or claims officer are unable to resolve the matter for You, You or Your insurance intermediary may speak to a manager.

The manager will usually provide You with a response to Your complaint within 15 days. If the timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with You alternative timeframes. If You are not satisfied with Our response or We cannot agree with You on alternative timeframes, You can go to step 2.

### 2. Seek a review

If the matter is still not resolved the manager will refer You or Your insurance intermediary to the relevant dispute handling department or area who will conduct a review of Your dispute and will provide You with a response to Your dispute within 15 business days. If the timeframe is impractical, We will discuss with You alternative timeframes. If You are still not satisfied with Our response to Your dispute or We cannot agree on alternative timeframes, You can go to step 3.

### 3. Seek an external review

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

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

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

## How CGU protects your privacy

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

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

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

For more details on how We collect, store, use and disclose Your information, please read Our Privacy Policy located at [www.cgu.com.au/privacy](http://www.cgu.com.au/privacy). Alternatively, contact Us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 15 32 and We will send You a copy.

We recommend that You obtain a copy of this Policy and read it carefully.

By applying for, using or renewing any of Our products or services, or providing Us with Your information, You agree to this information being collected, held, used and disclosed as set out in this Policy.

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

## No Claims Bonus

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

### Protecting your No Claims Bonus

This only applies to Private Vehicles listed on the Schedule. When You have one claim in any one year, We will not reduce Your a claim bonus when:

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

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

You will not lose any no claims bonus with Us on renewal if:

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

### Losing your No Claims Bonus

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

## Financial Claims Scheme

You may be entitled to payment under the Financial Claims Scheme in the Event that CGU Insurance Limited becomes insolvent. Access to the scheme is subject to eligibility criteria.

Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) Website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 55 88 49.

## Taxation information

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

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

## Intermediary remuneration

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

## Excess – the amount you pay towards a claim

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

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

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

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

## About your policy

Your Policy is a contract of insurance between You and Us. Your Policy includes information on the following:

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

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

Our agreement with You is made up of Your current Schedule and this Policy, as well as any endorsements We send to You.

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

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

## Updating Product Disclosure Statement

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

# Farm Motor Vehicle Insurance Policy

## When you are insured

Your insurance begins when We accept your application.

The commencement date of your insurance will be shown on the Schedule We will send You.

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

You can also pay your premium by instalments direct from a financial institution account or from your credit card. You cannot make a claim under this Policy if You owed Us more than one month's premium at the time when the Event You want to claim for occurred.

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

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

This insurance will not apply to your insured Vehicle (s) under any section of this Policy, for a period of 48 hours from the time of the commencement of your insurance, for damage or loss caused by:

- bush fire or grass fire, or
- a named cyclone, unless: risk passed to You as purchaser of your motor vehicle immediately before You took out this Policy, or
- You signed a lease contract for your motor vehicle immediately before You took out this Policy, or
- Your Policy commenced immediately after another Policy covering the same risk expired, without a break in cover.

## Your policy

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

## General definitions

The intended meaning of some of the important words used throughout this Policy is shown in the following. Where they appear in the policy they are shown with a capital letter. The singular shall include the plural and vice versa, except where the context otherwise requires.

**Accident or Accidental** means unintended, unforeseen, fortuitous or unanticipated happening or mishap, which is not expected or designed.

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

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

**Agricultural Vehicle** including any implements or machine which includes but is not limited to tractors, headers, bulldozers, cultivators, balers and other farming equipment for use in the Business.

**Authorised Driver** means a person You allow to have the use of Your Vehicle.

**Business** means farming, grazing, cropping, harvesting, or other like primary producing activities or other activities declared to Us in writing and accepted by Us and shown on the Schedule.

**Dangerous Goods** means freight that consists of goods defined as dangerous in the Dangerous Goods Code.

**Event** means a single Accident or a series of Accidents with the same original cause.

**Excess** means the amounts shown in the Schedule which You must contribute, in respect of each and every Vehicle when You make a claim. Excesses shall be cumulative.

**Goods Carrying Vehicle** means any utilities, vans, trucks and goods carrying trailers.

**Immediate Family** means Your spouse, de-facto partner, parents, siblings and dependent children.

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

**Mechanical Breakdown** means the actual breaking, burning out or malfunction of any part of Your Vehicle (excluding such breakdown due to placing an incorrect type, or inappropriate fuel, lubricant or coolant into a Vehicle, or failing to place the correct or appropriate fuel, lubricant or coolant into a Vehicle) whilst in the course of use within the limits specified by the manufacturer, as a result of internal, electronic, electrical or mechanical defect causing sudden stoppage of normal operation and necessitating repair before it can resume normal operation.

**Mobile Plant** means a self-propelled Vehicle or machine which is not normally registered for on road use and is used for excavating, digging, grading, drilling, lifting, pumping, loading and unloading, vacuuming or other mechanical work.

**Modification** means enhancements that affect the performance, or diminish safety, or change the characteristics of the Vehicle beyond the manufacturer's specification.

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

**Non-Standard Accessories** means Accessories that were fitted after the Vehicle left the manufacturer.

**Occupation** means farmer, grazier, pastoralist or other like pursuit.

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

**Permanently Attached Plant** means a piece of equipment which cannot be easily removed and is necessary for Your Vehicle to operate in the ordinary course of Your Business. This may include a crane arm, hydraulic lifting equipment, concrete bowls, tilt trays, concrete pumping equipment, or other similar equipment.

**Personal Effects and Tools** means items of clothing, personal belongings owned by You or Your employees, but not including:

- a) mobile electronic devices
- b) cheques, money, credit cards or negotiable instruments
- c) jewellery or watches
- d) fire arms.

**Policy** means this document, the Schedule and any attachment or memoranda affixed and any future documents issued to You which amends the policy wording or Schedule. Together they form the insurance contract.

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

**Private Vehicle** means any cars, station wagons, caravans and their annexes and private trailers

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

**Standard/Optional Accessories** mean Accessories that come standard or are optional with the Vehicle at the time of manufacture.

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

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

**Total Loss** means:

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

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

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

- a) in connection with Your Business or Occupation, or
- b) for private use.

For Section 2 Legal Liability only, use of your vehicle also includes:

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

**Vehicle** means any mechanically propelled machine, including an attachment that is designed to travel on wheels or self-laid tracks, Agricultural Vehicle, implement, machine or motor cycle described in the Schedule and including Non-Standard Accessories specified in the Schedule.

This also includes their standard tools, options and Accessories (but not tarpaulins, gates and chains unless specified in the Schedule) while installed in or attached to the vehicle and any artwork or sign writing on the vehicle.

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

**You, Your, Yours** or **Insured** means the person(s), companies or firms named on the current Schedule as the insured.

## When you are insured

### Type of cover

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

#### A. Comprehensive

You have cover under:

- **Section 1 – Loss or Damage to Your Vehicle**, and
- **Section 2 – Legal Liability**.

#### B. Third party, Fire and Theft

You have cover under:

- **Section 1 – Loss or Damage to Your Vehicle**.

We will only cover Your Vehicle for:

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

- **Section 2 – Legal Liability**.

#### C. Third party only

You have cover under:

- **Section 2 – Legal Liability**.

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

## Section 1

# Loss or damage to or theft of your vehicle

### What we will pay for

We will cover You during the Period of Insurance if Your Vehicle is damaged or stolen, depending on the type of cover You have selected. We will only do this if Your Vehicle is used with Your permission, within Australia, appears on Your Schedule and the loss or damage arises from the use of Your Vehicle.

Cover under this Section 1 will not apply where You have chosen Third party cover only.

### Additional things we will pay for when you have insured your vehicle for comprehensive cover

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

#### 1. Automatic addition – replacing your vehicle

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

- a) such vehicles are of a similar type to Vehicles insured by You at the commencement of the Period of Insurance
- b) the maximum We will pay, in respect of loss or damage to any such vehicle, is the Market Value, the amount You paid for it or \$300,000, whichever is less
- c) You notify Us within 60 days of acquisition
- d) You pay Us any additional premium and applicable Excess.

#### 2. Completion of journey

We will pay up to \$2,000 for the reasonable cost of:

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

Following loss or damage if Your Vehicle cannot be safely driven.

#### 3. Disabled driver modifications

We will pay up to \$3000 for the reasonable costs incurred to modify Your Vehicle or Your driver's own Private Vehicle, if Your driver is permanently injured in an Accident involving Your Vehicle.

#### 4. Emergency repairs

We will pay up to \$1,000 for the reasonable cost of immediate repairs to enable Your Vehicle to be driven safely or to be moved to a place of safety following loss or damage.

#### 5. Emergency service costs

We will pay up to \$5,000 for charges imposed on You by the following authorities, as a result of an Accident involving Your Vehicle:

- a) Fire Brigade
- b) State, Federal or Local Government Emergency Services
- c) Police
- d) the Vehicle is not covered under any other policy of insurance providing similar insurance as that provided under this additional benefit.

#### 6. Employee accessories

Where an employee's Accessories are installed in an insured Vehicle, We will treat the employee as the Insured in the event of a claim for any radio receiver, sound system, citizen's band radio, mobile phone hands free car kit, burglar alarm or air conditioner installed in the insured Vehicle and belonging to an employee of the Insured.

#### 7. Faultless collision excess waiver

We will not apply any Excess if:

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

#### 8. First aid kit expenses

Where You, or Your driver have been involved in an Accident causing injury to a third party and the Accident involves loss or damage to Your Vehicle, We will pay Your or Your driver's reasonable costs up to a maximum \$1,000 for any one Event towards Your or Your driver's first aid costs regarding the third party, but only to the extent that such first aid has been administered and only to the extent these costs are not medical expenses which We are prohibited from providing cover for under either or both of the Health Insurance Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth).

#### 9. Funeral expenses

We will pay up to \$10,000 for funeral, burial or cremation expenses in the event of the death of Your driver:

- a) arising out of an Accident involving Your Vehicle, and
- b) occurring within 12 calendar months from the date of the Accident.

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

#### 10. General average charges

We will pay general average and salvage charges which are incurred whilst Your Vehicle is being transported by sea between places in Australia, provided You obtain Our consent before You sign any general average bond and We are satisfied this is appropriate.

## 11. Goods in transit

We will pay the reasonable cost up to \$500 for recovering, reloading or moving to the nearest safe place, any load carried by Your Vehicle.

## 12. Immediate family travel expenses

Where You, or Your driver whilst driving Your Vehicle are injured and hospitalised as a result of an Accident covered by this Policy We will pay reasonable costs up to a maximum of \$3,000 any one Period of Insurance for travel, accommodation, meals and related expenses for You, or Your driver's Immediate Family to visit the injured driver in hospital.

## 13. Lease or commercial finance agreement payout

- a) We will pay up to 25 per cent of the Market Value of Your Vehicle or the Sum Insured shown on Your current Schedule, whichever is the lesser, toward the discharge of Your obligation under a lease agreement or commercial finance agreement, if Your Vehicle is declared a Total Loss, and
- b) Your Vehicle is a sedan or station wagon, or is a four-wheel drive, van, utility or other Goods Carrying Vehicle that has a carrying capacity not exceeding 5 tonnes; and
- c) The lease or commercial finance agreement payout exceeds the amount payable under the basis of loss settlement, and
- d) Your Vehicle was not purchased via a personal loan or other form or credit.

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

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

## 14. New vehicle option

If Your Vehicle is:

- a) less than 24 months old from the date Your Vehicle was first registered; and
- b) a Vehicle that has a maximum carrying capacity up to and including 2 tonnes.
- c) declared a Total Loss, We will replace Your Vehicle with a new Vehicle of the same make and model and with the same accessories, (or if unavailable, a Vehicle of similar make and model and with similar accessories), including registration fees, compulsory third party insurance, delivery charges and stamp duty.

Upon delivery of the replacement Vehicle, You will need to pay:

- a) any Excess that applies to Your claim; and
- b) any outstanding premiums; and
- c) the unused portion of registration fees and compulsory third party insurance of the Total Loss Vehicle.

## 15. Motor cycles

The following applies to Motorcycles listed on the Schedule:

We will pay up to \$500 if Your helmet and protective clothing, specifically designed to protect the wearer while driving a Motorcycle, listed on the Schedule, is:

- a) lost due to theft of Your Motorcycle; or
- b) damaged or destroyed in an Accident which results in a claim under this Policy.

## 16. Personal effects and tools

We will pay up to \$2,000 in total for loss or damage to Personal Effects and Tools belonging to You or Your employees, if they are not otherwise insured, and are lost or damaged in an Accident involving Your Vehicle.

## 17. Removal of debris

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

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

## 18. Replacement of locks and keys

We will pay up to \$2,000 for the reasonable cost of replacing the key ignition barrel and all locks and keys, or re-coding Your locks, if Your keys are stolen or damaged or there are reasonable grounds to believe Your keys may have been illegally duplicated.

## 19. Sign writing

We will pay the reasonable costs of sign writing or fixed advertising signs, murals, special art work, or materials, forming a permanent part of Your Vehicle following loss or damage to Your Vehicle. The most We will pay in total is \$2,000.

## 20. Subrogation waiver

We will waive any rights, remedies, or relief to which We may become entitled by subrogation against any entity or person where You have been required by contractual agreement to release such party from liability.

## 21. Taxi fare

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

## 22. Unspecified non-standard accessories or permanently attached plant

We will pay the reasonable costs to repair or replace Non-Standard Accessories or Permanently Attached Plant, limited to 25 per cent of the Sum Insured or \$5,000 whichever is the lesser, unless otherwise stated in the Schedule.

## Comprehensive or Fire and Theft cover

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

### 23. Hire vehicle following fire or theft

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

The most We will pay for is 30 days' hire. We will not pay this additional benefit in respect of any period of hire continuing after Your Vehicle has been recovered and repaired, or after We settle Your claim as a Total Loss. However this cover only applies if Your Vehicle is a sedan or station wagon or Motorcycle or other Vehicle with a carrying capacity up to 5 tonnes.

### 24. Towing or return of vehicle

We will pay the reasonable cost of towing Your damaged Vehicle after an Accident to a repairer near the Accident site or to any other place approved by Us, and pay for the reasonable cost of returning Your Vehicle following its repair or recovery.

### 25. Use of trailers

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

### 26. Stamp duty for transfer of ownership

If We settle a claim on Your Vehicle as a Total Loss, We will pay You for stamp duty and transfer fees that are due on the transfer of ownership of a replacement vehicle into Your name. We will only pay an amount based on the value of the insured Vehicle immediately before the loss or damage.

## Optional cover that can be added to your policy

These optional covers may only apply to Private Vehicles and Goods Carrying Vehicles with carrying capacity not exceeding 5 tonnes listed on the Schedule.

### Windscreen glass

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

If You have selected this option:

- We will pay to repair one single chip or crack in a windscreen or one window of Your Vehicle. We will only do this once during the Period of Insurance; or
- We will pay to replace one windscreen or one window of Your Vehicle. We will only do this once during Your Period of Insurance
- repair or replacement of a windscreen or window once during the Period of Insurance will not affect Your no claim bonus and You will not have to pay an Excess if there is no other damage to Your Vehicle

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

## How we pay a claim on your vehicle

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

- pay You the Sum Insured shown in the Schedule or Market Value of Your Vehicle whichever is the lesser; or
- repair or replace Your Vehicle,

We will elect which one We will do.

If Your Vehicle is:

- a) less than 24 months old from the date Your Vehicle was first registered; and is less than two years old, and has not travelled more than 30,000 kilometres; or
- b) more than two years old but less than three years old, and has not travelled more than 50,000 kilometres
- c) declared a Total Loss
- d) a Vehicle that has a maximum carrying capacity up to and including 2 tonnes.

We will replace Your Vehicle with a new Vehicle of the same make and model and with the same Accessories, (or if unavailable, a Vehicle of similar make and model and with similar Accessories), including registration fees, compulsory third party insurance, delivery charges and stamp duty.

Upon delivery of the replacement Vehicle, You will need to pay:

- a) any Excess that applies to Your claim; and
- b) any outstanding premiums; and
- c) the unused portion of registration fees and compulsory third party insurance of the Total Loss Vehicle.

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

If We elect to repair Your Vehicle:

- a) You can suggest a repairer, or We can suggest one for You. If We do not accept Your choice of repairer, You must still cooperate with Us to select another repairer that We both agree on.
- b) when Your Vehicle is repaired, the repairer may use reusable parts or parts that are not manufactured by a supplier to the Vehicle's original manufacturer which:
  - i. are consistent with the age and condition of the Vehicle
  - ii. do not affect the safety or the structural integrity of the Vehicle
  - iii. comply with the Vehicle manufacturer's specifications and applicable Australian Design Rules
  - iv. do not adversely affect the post repair appearance of the Vehicle, and
  - v. do not void or affect the warranty provided by the Vehicle manufacturer.
- c) in repairing Your Vehicle, We may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs.

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

We guarantee workmanship of repairs authorised by Us.

This guarantee is for the life of the Vehicle and is in addition to Your statutory rights against the repairer and warranties that You have from the repairer directly. Wear and tear is not covered by this guarantee. We will arrange for repairs authorised by Us to be rectified at no cost to You if We agree that the repairs are defective. Before We can arrange any defective repairs to be rectified, You must give Us the opportunity to inspect the Vehicle.

### **Total loss**

When We have settled a claim as a Total Loss:

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

### **What we will not pay**

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

### **Reduction in value**

Reduction in value of Your Vehicle due to its age and condition; or

### **Costs you incur**

Costs You incur because Your Vehicle is accidentally damaged, stolen or burnt. This does not include the cost of repair or hire costs after Your Vehicle is stolen; or

### **Failure**

Failure of the body or frame of Your Vehicle, or mechanical or electrical breakdown. We will only pay for the resultant damage to Your Vehicle if the failure or breakdown results in damage to Your Vehicle by Accident or fire. We will not pay for the item that failed or broke down; or

### **Pre-existing**

Pre-existing damage to Your Vehicle before this insurance started; or

### **Solidification**

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

### **Theft or attempted theft**

Loss by theft or attempted theft of the Vehicle:

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

### **Tyres damage**

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

### **Vehicle deterioration**

Wear and tear, rust or corrosion, gradual deterioration or depreciation, costs of any part or parts of Your Vehicle that wear out.

## **Section 2**

### **Your legal liability cover**

#### **Cover**

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

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

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

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

#### **What we will pay**

We will pay claims arising from:

- You, or an Authorised Driver, using Your Vehicle. This includes loading or unloading goods, or goods falling from Your Vehicle.
- You, or an Authorised Driver, using a Substitute Vehicle that You do not own. This includes loading or unloading goods, or goods falling from the Substitute Vehicle.
- You, or an Authorised Driver, using Your Vehicle to tow an agricultural implement or machine, trailer, caravan, or disabled Vehicle. This only applies if the number of implements, machines, trailers or caravans is being towed, at any one time, does not exceed the number permitted by law and not more than one disabled Vehicle is being towed at any one time.
- any passenger in, or getting into, or out of, Your Vehicle or a Substitute Vehicle.

#### **Additional benefits applicable to Section 2**

Where We have accepted a claim under Section 2 and subject to the exclusions listed in Section 2 and all other terms and conditions of the Policy, We will also pay following additional benefits. These benefits will not serve to exceed the limit of indemnity as noted on Your current Schedule.

#### **Contractual liability**

We will cover You for liability for third party property damage arising under any undertaking, or indemnity, given or contracted for by You provided that such liability would have attached under the Policy in the absence of such an undertaking, or indemnity, or contract

#### **Damage caused by uninsured vehicles**

Where Your Vehicle is insured for Third party only cover or Third party Fire and Theft Cover, as indicated in the Schedule, We will pay for damage to Your Vehicle caused by, or arising from, a collision with another Vehicle (other than Vehicles owned by You or under Your control) provided that:

- a) the other driver is identified; and
  - i. has no insurance cover in respect of damage caused by such Vehicle; and

- ii. is substantially responsible for the loss; and
- b) You agree that We can recover any amount We pay to You from the other driver on Your behalf; and
- c) You agree not to take separate action without Our written consent.

We will not pay more than \$5,000 under this additional benefit in respect of any one Event.

### 1. Legal costs

We will pay for Your legal costs and expenses incurred with Our written consent in respect of Your liability to a third party for damage to that third party's property as a result of the use of Your Vehicle.

### 2. Non-owned vehicles

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

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

We will not pay for Your liability for loss or damage to such Vehicle.

### 3. Towing disabled vehicles

We will pay for Your liability for damage to third party property occasioned whilst Your Vehicle is towing any disabled Vehicle provided the disabled Vehicle is not being towed for reward or financial gain.

## Specific exclusions – applicable to Section 2

We will not pay for any claims arising from:

### Death or bodily injury

We will not pay for any liability:

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

### Contract or agreement

Any agreement or contract You enter into. If You would have been liable without the agreement or contract, We will pay for Your liability.

### Disease

Any disease that is transmitted by You, or any member of Your family who normally lives with You, or to an Authorised Driver.

### Damage

Any damage to property caused by or arising from of attributed to any material applied, or intended for application, to land or anything growing on the land.

### Fines or punitive damages

Any fines, or any punitive, exemplary or aggravated damages which a court awards against You or another person covered under this Policy; or

### Legal costs

Legal costs incurred by You without Our written consent

### Property in care or control

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

- a) employees' or visitors' Vehicles and their contents while in a car park owned or operated by You
- b) any building that is both rented and occupied by You.

### Territorial limits

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

### Trailer, caravan or vehicle under tow

Any damage to any trailer, caravan or disabled Vehicle being towed by Your Vehicle other than the limited cover given under Section 1 – Additional benefit 25 'use of trailers'.

### Law

Any liability in respect of which You are, or any person is, required by law to have in force at the time such liability is incurred, a policy of insurance.

## General exclusions Applicable to all sections

### Asbestos

We will not pay for loss, damage or liability caused by, or arising directly or indirectly from the use or presence of asbestos or asbestos products or asbestos contained in any products.

### Dangerous goods

We will not pay for loss, damage or liability caused by, or arising directly or indirectly from:

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

### Deliberate act

We will not pay for loss, damage or liability cause by, or arising directly or indirectly from a deliberate act ordered or carried out by You, or by any person acting with Your permission, except when it is to avoid or reduce damage that would otherwise happen.

## Excluded driver(s)

We will not pay for loss, damage or liability caused by, or arising directly or indirectly from:

- a) any person who does not have Your permission to be driving Your Vehicle; or
- b) any person who does not hold a valid licence required by law for driving Your Vehicle; or
- c) any person whose driving licence is not valid in the place where Your Vehicle is being used; or
- d) any person driving while under the influence of alcohol or any drug; or
- e) any person driving with an illegal amount of alcohol or any drug in their blood; or
- f) any person who refuses to be legally tested for alcohol or any drug; or

However, if the person driving Your Vehicle is excluded above and You can show that:

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

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

## Lawful removal

We will not pay for loss, damage or liability caused by, or arising directly or indirectly resulting from the lawful seizure of Your Vehicle or Your loss of the Vehicle by any other legal process or operation of law.

## Pollutants

We will not pay for loss, damage or liability caused by, or arising directly or indirectly from:

- a) death or bodily injury or property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water)
- b) death or bodily injury or property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances caused by any product that has been discarded, dumped, abandoned or thrown away by others
- c) the cost of removing, nullifying or cleaning up Pollutants or contaminated substances, or
- d) the cost of preventing the escape of Pollutants or contaminated substances.

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

## Radioactivity

We will not pay for loss, damage or liability caused by, or arising directly or indirectly from radioactivity, or from the use, existence or escape of nuclear fuel, material or waste, or the action of nuclear fusion.

## Use of vehicle

We will not pay for loss, damage or liability caused by, or arising directly or indirectly from:

- a) carrying passengers for payment other than private car sharing arrangements or Your employer paying You a travelling allowance; or
- b) driving tuition for payment; or
- c) use for any illegal purpose; or
- d) use for any race, trial, contest, stunt or experiment; or
- e) Your Vehicle or a Substitute Vehicle being used in connection with the motor trade for experiments, tests, trials, demonstration or towing purposes
- f) letting Your Vehicle on hire or used for hire to others; or
- g) carrying goods unlawfully; or
- h) use of Your Vehicle in underground mines, mining shafts or tunnels that are not public roads; or
- i) used for any purpose other than that for which Your Vehicle was made; or
- j) Your Vehicle or a Substitute Vehicle, having a makers' specified carrying capacity exceeding 5 tonne and being used for transportation of liquid fuels, compressed or liquefied gasses, toxic chemicals, organic peroxides, explosives or any corrosive, oxidising, infectious or radioactive substances. This does not apply if they are used for Your farming and grazing activities and are not in breach of any relevant legislation.
- k) Your Vehicle or a Substitute Vehicle, being used to carry a greater number of passengers or conveying, towing or lifting a load in Excess of that for which the Vehicle was designed.

## War or terrorism

We will not pay for loss, damage or liability caused by, or arising directly or indirectly from:

- a) war or warlike activities, which includes invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or seized power; or
- b) terrorism
- c) contamination by chemical and/or biological agents, which results from an act of terrorism.

Terrorism means an act, which may include but is not limited to an act involving the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## Other exclusions

We will not pay for loss, damage or liability caused by, or arising directly or indirectly from:

- a) Your Vehicle being used whilst in an unsafe or unroadworthy condition and that condition caused or contributed to the loss or liability. However, this exclusion will not apply where You could not have detected the unsafe or unroadworthy condition following reasonable examination or enquiry. You will be deemed not to have conducted such reasonable examination or enquiry if You fail to have the Vehicle regularly serviced in accordance with its manufacturer's recommendations; or
- b) faults or defects known to You, or any employee whose knowledge in law would be deemed to be Yours, and not disclosed to Us at the time this insurance was arranged.
- c) Your Vehicle being damaged in an Accident and You not taking reasonable steps to secure the Vehicle to prevent further loss or damage. This also applies if Your Vehicle is stolen, and then found, and You have been told where it is.
- d) any Event that does not occur within the Period of Insurance.
- e) failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by this Policy.

## General conditions Applicable to all sections

### Cancellation

#### By you

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

#### By us

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

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

We may cancel this Policy if You fail to notify Us of a change in the circumstances of the risk during the Period of Insurance.

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

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

## Change of ownership

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

## Instalment premium

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

## Joint insured

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

## Return of premium

If Your Policy is cancelled before the due date:

- We will keep the premium that applies to the period that the Policy was in force, and
- We will return to You the premium that applies to the period from the date the Policy ended to the due date of the Policy.

## Total Loss

Where a Total Loss settlement has been made and We decide to pay the Market Value or if We pay for the replacement of Your Vehicle, then cover on Your Vehicle is fully used and therefore Your Policy comes to an end without refund of premium.

However:

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

## What you are required to do for us

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

- You must pay Us the premium for this insurance
- You must tell Us as soon as possible of any changes to:
  - the address where Your Vehicle is normally kept, and
  - the use of Your Vehicle, and
  - regular drivers who will drive Your Vehicle.
- You must tell Us as soon as possible of any:
  - Modifications that are made to Your Vehicle, and
  - Accessories that are added to Your Vehicle, and
  - driving or criminal offences that have been committed by anyone who regularly drives Your Vehicle. You do not need to tell Us about any parking offences that a regular driver may receive, and
  - drivers who regularly drive Your Vehicle that have their licence suspended, cancelled or restricted by endorsement.

- You must take reasonable precautions to prevent anything that could result in a claim under this Policy
- You must make sure that anyone doing anything on Your behalf obeys all laws
- You and anyone who is insured by this Policy must comply with the conditions of this Policy.

### You cannot give your rights away

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

## Claims procedures Applicable to all sections

### Excess: When and how much

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

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

1. The Excess amount shown on Your current Schedule applies to every claim.
  - 1.1 The age Excess and inexperienced driver Excess amounts, if any, as shown on Your current Schedule, apply (as below) only when Your Vehicle is actually being driven by people allowed to drive. They do not apply if Your Vehicle is not being driven, or if Your claim is for window damage only, fire, theft or storm damage.
    - Age Excess applies when the driver is under 25 years of age. The Schedule may show different amounts for certain age groups.
    - Inexperienced driver's Excess applies if the driver is 25 years of age or older and:
      - has been licensed for less than two years to drive the class of Vehicle being driven, or
      - is licensed but does not hold a licence issued in Australia or New Zealand.
    - Age Excess or inexperienced driver's Excess does not apply to a driver holding a valid learners permit and driving the Vehicle in accordance with the relevant State or Territory regulations. However the age Excess or inexperienced driver's Excess will apply to the supervising driver of the Vehicle if the supervising driver, had they been the driver of the Vehicle, would have been subject to the age Excess or inexperienced driver's Excess.
  2. Additional Excess
    - 2.1 Other additional Excesses may be specified in the Schedule.
    - 2.2 Unless stated otherwise in the Policy Schedule, an additional Excess of \$500 applies if:
      - any hydraulic lifting or tipping mechanism is operating on Your Vehicle or on an attachment to Your Vehicle
      - any tarpaulins, gates or other load-securing devices are damaged or stolen
      - Your Vehicle has a convertible roof or open top and You claim for damage to or theft of the roof material or anything inside the Vehicle. However, this does not apply in the event of a collision.

### 3. Total Excess:

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

### How the Goods and Services Tax affects your claim

Where We make a payment under this Policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made.

Where We make a payment under this Policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

### How to make a claim

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

### What you must do when you make a claim

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

#### First

- Take all reasonable steps to prevent further loss or damage.
- Ask for the names, addresses and licence numbers of any other drivers involved, and registration numbers of the other Vehicles involved.
- Tell Us about any prosecution or inquest that may be held.
- Send Us any document relating to Your claim within 72 hours of You receiving the document.
- Any theft or deliberate damage must be reported to the police immediately.
- Do not admit fault, defend a claim, or make any offer or payment to anyone without Our agreement. Allow Us to do these things.
- Keep all damaged property to allow Us to inspect if required.

#### Next

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

### Other conditions

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

- Do not make any false statements in connection with Your Policy or any claim that You make.

## Rights of conduct and recovery

- If You have a right to claim against someone else for a claim You made under this Policy, You give Us Your rights to make that claim. You also give Us Your rights to conduct, defend or settle any legal action and to act in Your name. You must not do anything that prevents Us from doing this and You must give Us all the information and cooperation that We require.

## Repair of your vehicle

### Choice of repairer and control of repairs

You may choose a preferred repairer from the Partnered Repair Network or Your own licensed repairer, but before repairs are authorised:

- You must obtain Our written agreement; and
- You must make Your Vehicle available for Our inspection.

We reserve the right to:

- determine the method of repairs; and
- to make enquiries to ensure that the repairs are carried out satisfactorily and that the parts used for repairs are new or are consistent with the age and condition of Your car; and
- if required, seek an alternative competitive repair estimate.

## How a claim payment is calculated

The following examples are designed to illustrate how a claim payment might typically be calculated. It is assumed that the Insured is registered for GST purposes. The examples do not cover all scenarios or all benefits and do not form a part of the Policy terms and conditions. They are a guide only.

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

#### Repairs to your insured vehicle

We decide to repair Your Vehicle and We choose the repairer.

The Vehicle was towed from the scene of the Accident to the repairer. We authorised the tow the towing company invoice Us \$350. The cost of the repairs is \$5,000.

Your Excess is \$1,000. You are registered for GST You pay the \$1,000 Excess to the repairer.

We pay the repairer \$4,000 (\$5,000 less \$1,000). We pay the towing company \$350.

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

#### Total Loss of insured vehicle – market value

We decide Your Vehicle is a Total Loss.

The Market Value of the Vehicle is \$25,000, which is less than the Sum Insured. The damaged Vehicle is worth \$3,000.

Your Excess is \$1,000. You are registered for GST.

We pay You \$21,727.27 (\$25,000 less \$2,272.73 ITC less \$1,000 Excess).

We retain the Vehicle.

## Section 1 – Damage to or theft of your private vehicle or motorcycle listed on the schedule

### Theft of your vehicle

Your Vehicle is stolen and recovered damaged seven days later. The damage to the Vehicle is \$6,500.

A replacement Vehicle was hired for ten days at a cost of \$75 per day (total \$750).

Your Excess is \$1,000. You are registered for GST

You pay the \$1,000 Excess to the repairer.

We pay the repairer \$5,500 (\$6,500 less \$1,000). We pay the hire car company \$750.

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

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

#### New vehicle option

We decide that Your Vehicle is a Total Loss.

Your Vehicle was only 2 months old from the commencement date of the original registration, was purchased new by You, has travelled 5,000 kilometres and has a maximum carrying capacity of less than 2 tonnes. The cost to Us of a new replacement Vehicle is \$50,000.

There is an Excess of \$1,000. New registration will cost \$850. You are registered for GST.

We pay to replace the Vehicle \$50,850 (\$50,000 plus \$850).

You pay Us a \$1,000 Excess, plus any outstanding premiums, plus any unused portion of registration and compulsory third party insurance from Your Vehicle that was a Total Loss.

### Section 2 – Legal liability

#### Damage to third party property

We or a court decide You are liable to pay repair costs of \$5,000 for damage to a third party vehicle.

We have paid \$1,500 to Our lawyers to defend the claim on Your behalf.

Your Excess is \$1,000.

We will pay the third party \$5,000. We will pay Our lawyers \$1,500. You must pay Us \$1,000 Excess.

**Preparation date:** 12/9/2014



## CONTACT DETAILS

**Enquiries** 13 24 81

**Claims** 13 24 80

### Mailing address

GPO Box 9902 in your capital city

#### **Sydney**

388 George Street  
Sydney NSW 2000

#### **Melbourne**

181 William Street  
Melbourne VIC 3000

#### **Brisbane**

189 Grey Street  
South Bank QLD 4101

#### **Perth**

46 Colin Street  
West Perth WA 6005

#### **Adelaide**

80 Flinders Street  
Adelaide SA 5000



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Insurer  
**CGU Insurance Limited**  
ABN 27 004 478 371  
AFSL 238291