

# Motor Fleet Policy

Product Disclosure Statement





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# Welcome

This **Product Disclosure Statement (PDS)** is an important legal document that contains details of your motor vehicle insurance. If you decide to buy insurance from us, please read it through, then keep this **PDS**, together with your **schedule** in a safe place.

## Who is the insurer?

GIO General Limited ABN 22 002 861 583, AFS License No. 229873 is the insurer of this **policy** and issuer of this **Product Disclosure Statement (PDS)**.

## About your insurance policy

Your insurance **policy** is a legal contract between you and us. The contract is based on the information you gave us when you applied for the insurance, and any subsequent information which you have supplied.

Your insurance **policy** is made up of this **PDS**, any **Supplementary PDS** we may send you, any **endorsements**, the **agreed schedule of vehicles** and the **schedule**.

You should read all these documents together to tell you what we cover, what we exclude, what we pay to settle claims and other important information. This **policy** has General Exclusions which are listed on pages 42 to 44, and which apply to the whole **policy**.

You must pay the premium and any relevant government charges for the **period of insurance** and comply with all of the **policy** conditions.

In this insurance **policy**:

- You/your means the policyholder named in the **schedule**.
- We/our/us means GIO General Limited ABN 22 002 861 583 (GIO).

Some other words used in this **PDS** have special defined meanings. These words are in **bold**. Most of the words we have defined are listed in the 'Definitions' section on pages 51 to 54 of this **PDS**.

## Cooling off period

You have the right to cancel and return the **policy** by notifying us in writing within 30 days of the date it was issued to you ('cooling off period'), unless you have a claim under the **policy** within the cooling off period.

If you cancel it in this time, we will return the amount you have paid.

To cancel at other times, please see 'Cancelling Your Policy' on page 12.

## Privacy statement

Your privacy is important to both Resilium and your insurer GIO General Limited (GIO) ("We/us/our" for the purpose of this statement, unless the context provides otherwise). GIO is a member of the Suncorp Group.

### Purpose of collection

Resilium and GIO collect your personal information for the purposes of:

- establishing your requirements and providing the appropriate product or service;
- setting up, administering and managing our products and services; and
- understanding your needs and improving our financial products and services, including training and developing our staff and representatives.

GIO also collects your personal information for the purpose of assessing and investigating, and if accepted, managing a claim made by you under one of these products.

### Consequences if personal information is not provided

If we request personal information about you and you do not provide it, we may not be able to provide you with the insurance product or service you request, manage your insurance product or provide you with the full range of services we offer. As insurer, GIO may not be able to issue your insurance cover or manage or pay any claim under an insurance product.

## Disclosure

We use and disclose your personal information for the purposes we collected it. We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with purposes listed above, we may disclose your personal information to and/or collect your personal information from:

- other companies within the Suncorp Group;
- information technology providers, including hardware and software vendors and consultants such as programmers;
- customer research and development organisations;
- intermediaries including your agent, adviser, a broker, a representative acting on your behalf, or our authorised representatives and our agents;
- government, law enforcement, regulatory or statutory bodies;
- other insurers, financial institutions, insurance and claims reference agencies, credit agencies loss assessors, financiers or investigative service providers;
- hospitals, medical and health professionals;
- printers, mail service and delivery providers for the mailing of documents; and
- other service providers.

## Disclosure overseas

There are also instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include:

- sending to other companies in the Suncorp Group;
- when you have asked us to do so;
- when we are authorised or required by law to do so;
- when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement;
- certain electronic transactions; or
- when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

## Contact and access

Please contact us to:

- request access to the personal information we hold about you; or
- obtain more information about our privacy practices by asking for a copy of our Privacy Policies;

You can contact us by calling 131 436.

GIO's Privacy Policy can also be found at <http://www.gio.com.au/your-privacy-protected>

Resilium's Privacy Policy can be found at <https://www.resilium.com.au/privacy>

## General Insurance Code of Practice

We support and adhere to the General Insurance Code of Practice. A copy of the Code can be obtained from the Insurance Council of Australia by visiting [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au) or phoning (02) 9253 5100.

## Updating information

The information in this **PDS** was current at the date of preparation. We may update some of the information in the **PDS** that is not materially adverse from time to time without needing to notify you. You can obtain a copy of any updated information by calling 131 436. We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a **Supplementary PDS** or replacement **PDS**.

## Financial Claims Scheme

This **policy** may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which is administered by the Australian Prudential Regulation Authority (APRA).

The FCS only applies in the unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA.

Information about the FCS can be obtained from APRA at [www.apra.gov.au](http://www.apra.gov.au) or by calling 1300 13 10 60.

# Complaints Resolution

We are committed to:

- listening to what you tell us;
- being accurate and honest in telling you about our products and services;
- communicating with you clearly; and
- resolving any complaints or concerns you have in a fair, transparent and timely manner.

If you have a complaint concerning this product or our services, please tell the people who provided your initial service. Or you can:

- phone us on 1800 689 762 (FREE CALL)
- fax us on 1300 767 337
- write to us at Reply Paid 1453 Customer Relations Unit RE058  
GPO Box 1453 Brisbane QLD 4001 or
- email us on [customer.relations@suncorp.com.au](mailto:customer.relations@suncorp.com.au)

## What we will do to resolve your complaint

When you first let us know about your complaint or concern, we will review your complaint, consider the facts and attempt to resolve your complaint within a 24 hour period.

If we cannot resolve your complaint to your satisfaction, we will contact you within 3 working days to advise you that your complaint has been referred to our Internal Dispute Resolution team (unless you advise us that you no longer wish to pursue your complaint).

We will endeavour to send you our final decision within 15 working days from the date you first made your complaint. If we require further information, assessment or investigation of your complaint, we will contact you to agree on a reasonable alternative timeframe to resolve your complaint.

For more information on our complaints handling process, please contact us.

## What if you are not satisfied

We expect our procedures will provide you with a fair and prompt resolution to your complaint. If however you are not satisfied with our final decision or if we have not been able to resolve the complaint to your satisfaction within 45 days you may be able to take the complaint to the Financial Ombudsman Service ("the FOS").

The FOS is an independent external dispute resolution scheme and its service is free to our customers.

You can contact the FOS by:

- telephone 1300 780 808 (for the cost of a local call)
- address GPO Box 3  
Melbourne VIC 3001
- email [info@fos.org.au](mailto:info@fos.org.au) or
- website [www.fos.org.au](http://www.fos.org.au)



The FOS will tell you if they can help you, as their services are not available to all customers.

We agree to accept a FOS decision however you have the right to take legal action if you do not accept their decision.

If you want more information on the FOS, please ask us for a brochure.

## Information about the cost of this insurance

The premium is the amount you pay us for this insurance. The premium payable by you will be shown on your **schedule**. Premiums are subject to applicable Commonwealth and State taxes and charges. These include the Goods and Services Tax (GST) Fire Services Levy (FSL) and Stamp Duty. The amount of these taxes and charges will be shown on your **schedule**.

If you change your **policy** you may be entitled to a partial refund of premium or be required to pay an additional premium.

If Optional Benefit 'Annual Vehicle Declaration' applies to your **policy**, your premium may be adjusted at the end of the **period of insurance**. Depending on the number and/or total **sum insured of vehicles** owned and operated by you at the end of the **period of insurance**, you may receive a refund of premium or you may be required to pay us additional premium. See page 37 for further details.

### How various factors may affect your premium

The following table is a guide to the significant factors which impact generally on your premium:

Factor	Lowers Premium	Increases Premium
Type of cover	Legal Liability only	Comprehensive
Type of vehicle	Low risk vehicle	High risk vehicle
Vehicle accessories	None specified	Items specified
Vehicle use	Low risk use	High risk use
Radius	Smaller radius of operation	Australia wide
Sum insured	Lower sum insured	Higher sum insured
Postcode	Low risk postcode	High risk postcode
Claims experience	Low claims experience	High claims experience
Voluntary excess	Higher excess	Lower excess
Occupation	Low risk occupation	High risk occupation
Our expenses of doing business including payments we make to intermediaries	Low expenses	High expenses
Endorsements	Reduces our risk or your cover	Increases our risk or your cover

When determining your premium we also take into account the age of the vehicle. This factor may lower or increase the premium depending on whether there is a higher chance of you making a claim and if so, for how much.

## Premium discounts

At times we may offer premium discounts to particular customers as part of a promotion or to take account of market conditions. The amount and type of discounts offered can change at any time before you take out this **policy**, or at your next renewal.

## Why your premium can change

Each time you renew your insurance your premium is likely to change, even if your personal or business circumstances have not changed. This is because premiums are affected by:

- the cost of claims we have paid to other customers;
- the cost of claims we expect to pay in the future;
- any changes in government taxes or charges; and
- our expense of doing business.

At renewal, we might decide to pass on all, or part of, any premium increase or decrease.

## Endorsements

Some **endorsements** to your **policy** may also affect how your premiums are calculated and when they need to be paid. **Endorsements** that may affect your premium include:

- Premium Endorsement – Unit Cost: This **endorsement** will adjust your premium at the end of the **period of insurance**. The amount of the adjustment will depend on the number of **vehicles** insured at the beginning of the **period of insurance** compared to the number of **vehicles** insured at the end of the **period of insurance**. This **endorsement** will only apply to the type of **vehicles** nominated on your **schedule** with a 'Unit Premium'.
- Premium Adjustment Endorsement – Rise and Fall: This **endorsement** will adjust your premium during the **period of insurance**. The amount of the adjustment will depend on the movement in the total **sum insured** of your **vehicles**.
- Premium Adjustment Endorsement – Burning Cost: This **endorsement** will adjust your premium according to the amount of claims we incur during the **period of insurance**. The adjustments will occur on the dates specified as the 'Adjustment Periods' on your **schedule**.
- Premium Adjustment Endorsement - Claims Experience Discount (CED): You may receive a premium refund on the date specified on your **schedule** provided:
  - your **policy** is renewed for another 12 months after the end of the **period of insurance**, and
  - incurred claims for the **period of insurance** do not exceed the threshold as per the formula contained in the Premium Adjustment Endorsement - Claims Experience Discount (CED) shown on your **schedule**.

Other **endorsements** may affect your premium. You should refer to your **schedule** for details of the **endorsements** that apply to your **policy**.

## Information about excesses payable

If you make a claim, you may be required to pay one or more **excesses**. The descriptions of these **excesses** and the circumstances in which they are applied are shown on pages 39 to 41 of this **PDS**.

The amount of the **insured vehicle excess** and the age or **inexperienced driver excess** (for all vehicle types other than prime movers) are shown on your **schedule**. The amount of each other **excess** (or where the amount can be found in this **PDS**) is shown on pages 39 to 41 of this **PDS**.

We take into consideration a number of factors when setting the amount of your **insured vehicle excess** and your age or **inexperienced driver excess**, such as:

- the make, model and type of **insured vehicle** being insured, including modifications made to the **insured vehicle**;
- the age and driving experience of people who will be driving the **insured vehicle**;
- the **sum insured** of the **insured vehicle**;
- where and how the **insured vehicle** is used;
- the type of cover chosen;
- your previous insurance and claims history;
- any voluntary **excess** that we may allow you to choose.

We also take into consideration the following factors when setting the amount of your **insured vehicle excess**:

- the place where your **insured vehicle** is garaged; and
- any **endorsements** that apply to your **policy**.

Some **endorsements** may also affect the amount of an **excess**, when it is paid or impose additional **excesses**. **Endorsements** that affect **excesses** include:

- Aggregate Deductible Endorsement. This **endorsement** may impose additional **excesses** if and when any Aggregate Deductible is fully exhausted.
- Non-accumulative Excess Endorsement. Your **policy** provides that all **excesses** are cumulative. If this **endorsement** applies to your **policy** and your **insured vehicle** is in articulated configuration at the time of the **event** the **insured vehicle excess** applies to the configuration not each **insured vehicle** in the configuration.

Other **endorsements** may affect the **excesses**. You should refer to your **schedule** for details of the **endorsements** that apply to your **policy**.

## Your Duty of Disclosure

You must comply with your Duty of Disclosure when you apply for insurance with us and each time you renew or alter your cover.

You have a Duty of Disclosure to tell us everything you know or should know, that is relevant to our decision to insure anyone under the **policy**, including you, and on what terms.

It includes matters we specifically ask about when you apply for a **policy**, or renew or alter your **policy**, and any other matters which might affect whether we insure you and on what terms. The information you tell us can affect:

- the amount of your premium and your **excess**
- if we will insure you
- if special conditions will apply to your **policy**.

You do not need to tell us of anything which:

- reduces the chances of you making a claim
- we should know about because of the business we are in or
- we tell you we do not want to know.

If you are unsure it is better to tell us. If you do not tell us something which you know or should know is relevant, we might reduce a claim, refuse to pay a claim, cancel your **policy** or, if fraud is involved we can treat the **policy** as if it had never existed.

The Duty of Disclosure applies to every person or organisation insured under your **policy**. Refer to 'Your responsibilities' on pages 12 and 13 for more details.

## How the Goods and Services Tax (GST) affects this insurance

In addition to the premium, we will charge you an amount on account of GST.

You must inform us of the extent to which you are entitled to an input tax credit for that GST amount each time that you make a claim under this **policy**. No payment will be made to you for any GST liability that you may have on the settlement of a claim if you do not inform us of your entitlement or correct entitlement to an input tax credit.

GST has an impact on the way in which claim payments are calculated under your **policy**. We will calculate the amount of any payment we make to you having regard to your GST status.

If the **agreed value endorsement** is shown on your **schedule** and your **insured vehicle** is a **total loss** due to an **event** in the **period of insurance**, we will not deduct any input tax credit entitlement from any amount payable to you as the **agreed value** of your **insured vehicle**.

In all other circumstances, our liability to you will be calculated taking into account any input tax credit to which you are entitled for any acquisition which is relevant to your claim, or which you would have been entitled were you to have made a relevant acquisition.

If, for example, we make a cash payment to you for the purchase of goods or services for which you are entitled to claim an input tax credit, we will only pay you an amount equal to your net cost – i.e. your cost after claiming input tax credits.

In respect of your **policy** with us, therefore, where you are registered for GST purposes, you should calculate your **sums insured** having regard to your entitlement to input tax credits.

You should, therefore, consider the net amount (after all input tax credits have been taken into account) which is to be insured and calculate and advise to us **sums insured** on a GST exclusive basis.

If you are either wholly or partially input taxed, you are in a special category under the GST legislation, and will need to advise us your **sums insured** on a GST inclusive basis.

This outline of the effect of the GST on your **policy** is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to your particular circumstances.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

## Interested parties

We will not insure the interests of any person other than you unless you have notified us in writing of such interest and we have agreed to note that interest in writing or on your **schedule**.

## Cancelling your policy

### How you may cancel

You may cancel your **policy** at any time by telling us that you want to cancel it.

We subtract from any premium you have paid us, an amount to cover the period that we have already insured you for. We will then return the rest of the premium to you (along with GST and any relevant government charges where this is allowed).

### How we may cancel

We may only cancel a **policy** when the law says we can.

We will cancel your **policy** by telling you so in writing.

We will return the premium that you have paid for the rest of the **period of insurance** (along with GST and any relevant government charges where this is allowed).

## Your responsibilities

### Paying your premiums

We will tell you how much you have to pay and how much time you have for payment.

You must pay the premium and other charges by the due date.

Unless we tell you, any payment reminder we send you does not change the **policy** expiry date.

If you do not pay the premium and other charges in full, we may reduce the **period of insurance** so it is in line with the amount you paid.

### Keeping us up to date

During the **period of insurance** and at renewal you must tell us of any of the following changes (for which we may ask for an additional premium to maintain cover):

- any change in your business;
- details of any conversion or modification to your **insured vehicle** made by someone other than the manufacturer. For example, if you give your **insured vehicle** wide tyres or wheels, or lower its suspension; or
- you change your address, your **insured vehicle**, your **insured vehicle's** garaged postcode or the way you use your **insured vehicle**.

## You must tell us

You must tell us at the commencement of your **policy** and at each renewal if you ('you' does not include an **authorised driver** unless they are also an insured) have been:

- declared bankrupt;
- unable to pay any debts or liabilities as they fell due;
- placed in voluntary administration;
- had a receiver appointed; or
- convicted of a criminal offence relating to arson, drugs, burglary, housebreaking, theft, robbery, receiving stolen goods, fraud, criminal or wilful damage or injury or assault to anyone.

However, these convictions do not need to be declared:

- if the person was convicted for the offence/s committed whilst under the age of eighteen (18); and
- the conviction is more than 3 years old.

## Taking care

You must:

- take all reasonable steps to prevent **loss** of or **damage** to your **insured vehicle**;
- take all reasonable care to prevent injury to another person or **damage** to another person's property;
- comply with all laws and safety requirements imposed by any authority or by state or national legislation; and
- keep all your **insured vehicles** in a roadworthy condition.

## Complying with our requirements

You must comply, within a reasonable time that we will specify, with any request made by us:

- for the protection or improvement of your **insured vehicle**; or
- to reduce the likelihood of **personal injury** or **loss** of or **damage to property**.

# Your cover

## Cover options

There are two different types of cover available for your **insured vehicles**, as detailed below. If your **insured vehicle** is insured for Comprehensive Cover, it will either have a monetary amount shown as its **sum insured** or the words 'market value' on the **agreed schedule of vehicles**.

If neither a monetary amount or the words 'market value' are shown on the **agreed schedule of vehicles** your **insured vehicle** is insured for **Legal Liability Only**, unless we have specifically agreed otherwise in writing.

Cover option	Description of cover provided
Comprehensive	Part A and Part B apply
Legal Liability Only	Part A does not apply Part B applies

What we cover is described in the 'We cover' sections in the following pages. What we do not cover is described in the 'We do not cover' sections in the following pages, the General Exclusions on pages 42 to 44 of this **PDS** and in any **endorsements** that apply to your **policy**.

You can ask us at any time to change the cover option for any **insured vehicle** and if we agree, there may be an additional premium or a refund of premium.

### Cover for additional vehicles

We automatically provide cover for any additional vehicle you acquire during the **period of insurance**. You must tell us about the additional vehicle within 30 days of acquiring it and pay any extra premium we ask for.

If we are unable to continue covering the additional vehicle, we will tell you and give you 14 working days from the date we tell you so you can organise to insure the vehicle elsewhere. Cover on the additional vehicle will then end at 4pm 14 days after we have told you we are unable to continue covering the additional vehicle.

If you have only one type of cover option for your **insured vehicles**, we will automatically provide that cover option for any additional vehicle you get during the **period of insurance** (unless you tell us you want another cover option).

If you have **insured vehicles** insured with us for more than one type of cover option, we will automatically provide the cover option with the better cover for any additional vehicle you get during the **period of insurance** (unless you tell us you want another cover option).

The **sum insured** of any additional vehicle will be its **market value**. However, unless a higher amount is shown on your **schedule** for additional vehicles or we have agreed to insure an additional vehicle that is similar for a higher amount, the most we will pay for a claim involving an additional vehicle is:

- \$300,000 if the additional vehicle is a motorcycle, caravan, car, 4WD, utility or van of not more than 2 tonne carrying capacity.
- \$500,000 for any other vehicle type.

If Optional Benefit 'Annual Vehicle Declaration' applies to your **policy**, the requirement for you to tell us within 30 days of any additional vehicles you acquire during the **period of insurance** only applies to those vehicles that exceed the 'additional vehicle' limits shown above, or any higher limits shown on your **schedule**.



## Part A – Loss of or damage to your vehicle

You can claim for **loss** of or **damage** to your **insured vehicle** as described in the 'We cover' section if:

- your **insured vehicle** is insured for Comprehensive cover;
- the **event** which causes the **loss** or **damage** happens during the **period of insurance**;
- the **loss** or **damage** occurs within Australia or its external territories;
- the **loss** or **damage** is not excluded by anything in the 'We do not cover' section;
- the **loss** or **damage** is not excluded by any of the General Exclusions on pages 42 to 44; and
- the **loss** or **damage** is not excluded by any **endorsement**.

We cover	We will pay for the theft, <b>loss</b> or <b>damage</b> to your <b>insured vehicle</b> .
We do not cover	<p>We will not pay for:</p> <p><b>Loss or damage to tyres</b> <b>loss</b> or <b>damage</b> to tyres caused by punctures, bursts, <b>road</b> cuts or the application of brakes (except as covered in Extra Benefit 14 – Tyre replacement).</p> <p><b>Vehicle deterioration</b> <b>loss</b> or <b>damage</b> due to wear and tear, corrosion, rusting or depreciation.</p> <p><b>Accessories</b> any <b>insured vehicle</b> accessories other than those:</p> <ul style="list-style-type: none"><li>● supplied by the manufacturer of your <b>insured vehicle</b> as original equipment;</li><li>● stated within the definition of <b>insured vehicle</b>, or</li><li>● accessories specified by any <b>endorsement</b>.</li></ul> <p><b>Failure or breakdown</b> structural, mechanical, electrical or electronic failure or breakdown.</p> <p><b>Safeguarding your insured vehicle</b> <b>loss</b> or <b>damage</b> caused by you failing to take reasonable steps to protect, prevent or diminish further <b>loss</b> or <b>damage</b> to your <b>insured vehicle</b> after:</p> <ul style="list-style-type: none"><li>● it breaks down;</li><li>● it is <b>damaged</b> in an <b>event</b>; or</li><li>● you have been notified that your stolen <b>insured vehicle</b> has been found.</li></ul>

We do not cover

### Engine, gearbox and transmission

**damage** to your **insured vehicle's** engine, gearbox or transmission because it was driven in a **damaged** condition after an **event** unless we agree that you could not reasonably have known that the **damage** was occurring.

### Lawful seizure

**loss** or **damage** caused by or arising from any person or organisation who lawfully takes possession of your **insured vehicle**.

## Extra benefits

If your **insured vehicle** has Comprehensive cover and as a result of an **event** which causes **loss** or **damage** to your **insured vehicle** we agree to pay a claim under this Part A, we will also pay for the following :

### 1. New vehicle after total loss

<b>We cover</b>	<p><i>Only applicable if your <b>insured vehicle</b> is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity, prime mover, trailer or rigid body truck and we decide because of the <b>event</b> it is a <b>total loss</b>.</i></p> <p>If you are the first registered owner of your <b>insured vehicle</b> you can choose to accept a new replacement vehicle of the same make, model and series if:</p> <ul style="list-style-type: none"><li>● the <b>loss</b> or <b>damage</b> to your <b>insured vehicle</b> occurred within 2 years of the date of your <b>insured vehicle's</b> original registration;</li><li>● the replacement vehicle is available in Australia; and</li><li>● anyone who provided finance for your <b>insured vehicle</b> agrees in writing.</li></ul> <p>We will also pay all on-road costs.</p>
<b>We do not cover</b>	<p>If your <b>insured vehicle</b> is a prime mover, trailer or rigid body truck we will not pay more than 112.5% of the:</p> <ul style="list-style-type: none"><li>● <b>sum insured</b> of your <b>insured vehicle</b>.</li><li>● purchase price of your <b>insured vehicle</b> if the Optional Benefit 'Annual Vehicle Declaration' applies to your <b>policy</b> and the <b>insured vehicle</b> was newly acquired, purchased or leased during the <b>period of insurance</b> and it is not shown on the <b>agreed schedule of vehicles</b>.</li></ul> <p>This new vehicle benefit does not apply if your <b>insured vehicle</b>:</p> <ul style="list-style-type: none"><li>● has a stock, tanker or vacuum application,</li><li>● is a concrete agitator vehicle;</li><li>● is a garbage compactor;</li><li>● is a concrete pumping truck or trailer;</li><li>● is any other specialised rigid vehicle body type;</li><li>● if the <b>agreed value endorsement</b> applies to your <b>insured vehicle</b>.</li></ul>

## 2. Personal effects

We cover	<p>We will pay the reasonable costs of repair or replacement if your or the <b>authorised driver's personal effects</b> are <b>damaged</b> or lost as a result of your <b>insured vehicle</b> being:</p> <ul style="list-style-type: none"><li>● <b>damaged</b> in the <b>event</b>, or</li><li>● stolen as a result of forcible entry to your <b>insured vehicle</b>.</li></ul>
We do not cover	<p>We will not pay:</p> <ul style="list-style-type: none"><li>● more than \$1,000 for any one <b>event</b> if your <b>insured vehicle</b> is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity;</li><li>● more than \$2,500 for any one <b>event</b> if your <b>insured vehicle</b> is any other vehicle type; or</li><li>● if such <b>personal effects</b> are insured under another <b>policy</b></li></ul>

## 3. Funeral expenses

We cover	<p>We will pay the associated burial or cremation costs if the driver of your <b>insured vehicle</b> sustains a fatal injury during the <b>event</b>, and travel costs within Australia or its external territories, for the deceased driver or any member of the deceased driver's immediate family.</p> <p>This benefit will not be reduced by any accident compensation.</p>
We do not cover	<p>We will not pay more than \$5,000 for any one <b>event</b>.</p> <p>We will not pay if the death happens:</p> <ul style="list-style-type: none"><li>● more than 12 months from the date of the <b>event</b> or</li><li>● because the driver committed suicide.</li></ul> <p>We will not pay if we have paid an amount for the 'Personal accident' Extra Benefit.</p>

## 4. Personal accident

We cover	<p>We will pay \$5,000 if your <b>insured vehicle</b> was being driven by you or any <b>authorised driver</b> and, as a direct and sole result of the <b>event</b>, the driver:</p> <ul style="list-style-type: none"><li>● permanently and totally loses sight in one or both eyes or</li><li>● permanently and totally loses the efficient use of one or both hands or feet.</li></ul> <p>We pay the driver.</p>
We do not cover	<p>We will not pay more than \$5,000 for any one <b>event</b>.</p> <p>We will not pay if the loss happens:</p> <ul style="list-style-type: none"><li>● more than 12 months from the date of the <b>event</b> or</li><li>● because the driver attempted to commit suicide.</li></ul> <p>We will not pay if we have paid an amount for the 'Funeral expenses' Extra Benefit.</p>

## 5. Emergency repairs

We cover	<p>We will pay reasonable costs if you need <b>emergency repairs</b> so you can get your <b>insured vehicle</b> to your destination or a repairer after the <b>event</b>.</p> <p>If you need <b>emergency repairs</b> we give you the authority to arrange these matters on our behalf. You must produce tax invoices and receipts for all costs if we ask for them.</p>
We do not cover	<p>For any one <b>event</b>, we will not pay more than:</p> <ul style="list-style-type: none"><li>● \$500 if your <b>insured vehicle</b> is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity; or</li><li>● \$5,000 if your <b>insured vehicle</b> is any other vehicle type.</li></ul>

## 6. Emergency travel

We cover	<p>We will pay reasonable costs of emergency travel for you or the <b>authorised driver</b> and any <b>insured vehicle</b> occupants if your <b>insured vehicle</b> was unroadworthy or unsafe to drive following the <b>event</b>. If you need emergency travel we give you the authority to arrange these matters on our behalf. You must produce tax invoices and receipts for all costs if we ask for them.</p>
We do not cover	<p>We will not pay more than \$2,250 for any one <b>event</b>.</p>

## 7. Emergency accommodation

We cover	<p>We will pay reasonable costs for temporary accommodation:</p> <ul style="list-style-type: none"><li>● for your or the <b>authorised driver's</b> emergency accommodation if the <b>event</b> was more than 100km from your home or the <b>authorised driver's</b> home and your <b>insured vehicle</b> was unroadworthy or unsafe to drive.</li><li>● if your <b>insured vehicle</b> is an unregistered on-site caravan and it is <b>damaged</b> by the <b>event</b>, provided that it is your only home and you can't live in it as a result of the <b>damage</b>.</li></ul> <p>If you need overnight accommodation we give you the authority to arrange these matters on our behalf. You must produce tax invoices and receipts for all costs if we ask for them.</p>
We do not cover	We will not pay more than \$2,250 for any one <b>event</b> .

## 8. Removal of debris

We cover	If you are liable to pay the cost of cleaning up or removing goods that have fallen off your <b>insured vehicle</b> because it was in a collision or it overturned, we will pay those reasonable costs. You must provide invoices or other proof of payment of costs if we ask for them.
We do not cover	We will not pay more than \$25,000 for any one <b>event</b> .

## 9. Vehicle modifications

We cover	We will pay the reasonable costs of modifying your <b>insured vehicle</b> for any <b>authorised driver</b> of your <b>insured vehicle</b> who is permanently disabled following the <b>event</b> .
We do not cover	We will not pay more than \$3,000 for any one <b>event</b> .

## 10. Towing and storage

We cover	<p>We will pay the reasonable and necessary costs of towing your <b>insured vehicle</b> when your <b>insured vehicle</b> cannot be driven to:</p> <ul style="list-style-type: none"><li>● our nearest Assessing Centre;</li><li>● a <b>recommended repairer</b> that we nominate; or</li><li>● a repairer we agree to.</li></ul> <p>We will also pay the reasonable costs of storing your <b>insured vehicle</b>.</p>
We do not cover	We do not cover storage costs for any period after your claim is settled.

## 11. Hire vehicle after theft

<b>We cover</b>	<p>We will pay the reasonable cost of hiring a vehicle of a similar make and model to your <b>insured vehicle</b> for up to 30 days if your <b>insured vehicle</b> is stolen and either not found or is found but is not driveable. This benefit stops before the 30 day limit if:</p> <ul style="list-style-type: none"><li>● your <b>insured vehicle</b> is returned undamaged;</li><li>● we repair your <b>insured vehicle</b> and return it you; or</li><li>● we have settled your claim.</li></ul> <p>You are responsible for all running costs and extras of the hire vehicle, including paying the deposit, security bond, fuel and any upgrade costs. You are responsible for paying all costs for any period you continue to use the hire vehicle after this benefit stops.</p> <p>If you withdraw your claim or we refuse to accept it you might have to refund us any payments for the hire vehicle we have already made.</p> <p>Please see the Additional cover policy 'Hired Vehicle' on page 24 for details of the cover provided under this <b>PDS</b> when you hire a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.</p>
<b>We do not cover</b>	<p>For any one <b>event</b> we will not pay more than:</p> <ul style="list-style-type: none"><li>● \$3,000 if your <b>insured vehicle</b> is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity; or</li><li>● \$10,000 if your <b>insured vehicle</b> is any other vehicle type.</li></ul>

## 12. Lease payout

<b>We cover</b>	<p>If your <b>insured vehicle</b> is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity we will pay the difference when the amount owing by you under a lease or a hire purchase agreement is greater than the <b>market value</b> of your <b>insured vehicle</b> if it was a <b>total loss</b>.</p> <p>We will deduct:</p> <ul style="list-style-type: none"><li>● any amounts or interest in arrears at the time of the <b>loss</b> or <b>damage</b>; and</li><li>● discounts in respect of finance charges or interest for the unexpired term of the financial agreement.</li></ul>
<b>We do not cover</b>	<p>We will not pay more than 20% of the <b>market value</b> of your <b>insured vehicle</b>.</p> <p>We will not pay the lease payout:</p> <ul style="list-style-type: none"><li>● if the <b>agreed value endorsement</b> applies to your <b>insured vehicle</b>; or</li><li>● if your <b>insured vehicle</b> was purchased via a personal loan or line of credit.</li></ul>

### 13. Lease payout

We cover	<p>If your <b>insured vehicle</b> is a type other than those referred to in Extra Benefit 12 we will pay the difference when the amount owing by you under a lease or a hire purchase agreement is greater than the <b>market value</b> of your <b>insured vehicle</b> if it was a <b>total loss</b>.</p> <p>We will deduct:</p> <ul style="list-style-type: none"><li>● any amounts or interest in arrears at the time of the <b>loss</b> or <b>damage</b>; and</li><li>● discounts in respect of finance charges or interest for the unexpired term of the financial agreement.</li></ul>
We do not cover	<p>We will not pay more than 12.5% of the:</p> <ul style="list-style-type: none"><li>● <b>sum insured</b> of your <b>insured vehicle</b>; or</li><li>● purchase price of your <b>insured vehicle</b> where the Optional Benefit 'Annual Vehicle Declaration' applies to your <b>policy</b> and the <b>insured vehicle</b> was newly acquired, purchased or leased during the <b>period of insurance</b> and it is not shown on the <b>agreed schedule of vehicles</b>.</li></ul> <p>We will not pay the lease payout:</p> <ul style="list-style-type: none"><li>● if the <b>agreed value endorsement</b> applies to your <b>insured vehicle</b>; or</li><li>● when the <b>loss</b> or <b>damage</b> to your <b>insured vehicle</b> was caused by fire or theft, or</li><li>● if your <b>insured vehicle</b> was purchased via a personal loan or line of credit.</li></ul>

### 14. Tyre replacement

We cover	<p>If any tyre on your <b>insured vehicle</b> cannot be used as a direct result of the <b>event</b> we will pay the cost to replace the tyre with a tyre of similar make and specification.</p>
We do not cover	<p>We will not pay:</p> <ul style="list-style-type: none"><li>● when the condition of the <b>damaged</b> tyre's remaining tread means that the tyre does not conform with legal requirements; or</li><li>● for the replacement of a tyre that was recapped or a retread.</li></ul>



# Additional covers

If your **insured vehicle** has comprehensive cover you can also claim for **loss** or **damage** as described under the 'We cover' sections below if:

- the **event** giving rise to the claim happens during the **period of insurance** and occurs within Australia or its external territories; and
- the claim is not excluded by:
  - anything in the applicable 'We do not cover' section;
  - anything in any other 'We do not cover' section in part A or Part B of the **policy**;
  - any of the General Exclusions on page 42 to 44; or
  - by any **endorsement**.

## 1. Two wheel or box trailer

We cover	We will cover <b>loss</b> or <b>damage</b> to your two-wheel trailer or box trailer when it is attached to or being towed by your <b>insured vehicle</b> .
We do not cover	We will not pay more than \$1,000 for any one <b>event</b> .  If we agree, you can insure your trailer for more if you insure it as a separate <b>insured vehicle</b> under your <b>policy</b> .  No <b>excess</b> is payable for any claim accepted by us under this Additional Cover.

## 2. Locks and keys

We cover	We will pay the cost of replacing the keys or re-coding your <b>insured vehicle's</b> locks if the keys to your <b>insured vehicle</b> : <ul style="list-style-type: none"><li>● have been stolen (even if your <b>insured vehicle</b> was not);</li><li>● have been <b>damaged</b> or lost after an <b>event</b> as a result of which we have paid a claim under Part A; or</li><li>● may have been duplicated and there are reasonable grounds to believe so.</li></ul>
We do not cover	We will not pay more than \$5,000 for any one <b>event</b> .  You must pay the <b>insured vehicle excess</b> applicable to your <b>insured vehicle</b> for any claim accepted under this Additional Cover.

### 3. Hired vehicle

<p>We cover</p>	<p>If you hire a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity:</p> <p>a. but do not insure it with the hiring company, we will pay for:</p> <ul style="list-style-type: none"><li>● theft, <b>loss</b> of or <b>damage</b> to that hire vehicle; and</li><li>● your <b>legal liability</b> for another person's <b>personal injury</b> or <b>damage</b> to another person's property which you cause while you are driving or in control of the hire vehicle.</li></ul> <p>Please refer to page 36 of this <b>PDS</b> for how we will settle a claim for your <b>legal liability</b> under this Additional Cover.</p> <p>b. and you did insure the hire vehicle with the hiring company for the theft, <b>loss</b> or <b>damage</b> or <b>legal liability</b> we will pay any excess you are required to pay to the hiring company under that insurance for theft, <b>loss</b> or <b>damage</b> to that hire vehicle during the <b>period of insurance</b>.</p>
<p>We do not cover</p>	<p>We will not pay more than:</p> <ul style="list-style-type: none"><li>● if a. applies, \$40,000 for the <b>loss</b> or <b>damage</b> to the hire vehicle; or</li><li>● if b. applies, the hire vehicle excess,</li></ul> <p>for any one <b>event</b>.</p> <p>You must pay to us an <b>excess</b> of \$500 (unless another amount is shown on any <b>endorsement</b>) for any claim accepted by us under this Additional Cover.</p>

## 4. Recovery costs – no damage

We cover	<p>We will pay the reasonable cost of removing your <b>insured vehicle</b> to a place of safety following it becoming immobilised, bogged or stranded even if there is no <b>damage</b> to your <b>insured vehicle</b>.</p> <p>You must pay for the recovery costs and provide tax invoices and receipts for all costs if we ask for them.</p>
We do not cover	<p>We will not pay more than \$5,000 for any claim under this Additional Cover.</p> <p>You must pay the <b>insured vehicle excess</b> applicable to your <b>insured vehicle</b> for any claim under this Additional Cover.</p> <p>This Additional Cover does not apply if your <b>insured vehicle</b> is immobilised, bogged or stranded solely as a result of <b>insured vehicle</b> failure or breakdown.</p>

## 5. Theft of certain vehicle accessories

We cover	<p>If any of the following accessories that would normally be attached to or in or on your <b>insured vehicle</b> are stolen we will pay the reasonable cost to replace them, even if the theft occurs while they are not attached to your <b>insured vehicle</b> or if they are not shown on the <b>agreed schedule of vehicles</b>:</p> <ul style="list-style-type: none"><li>● Buckets</li><li>● Chain trencher</li><li>● Hammer</li><li>● Laser</li><li>● Pallet forks</li><li>● Post hole borer</li><li>● Ramps</li><li>● Ripper</li><li>● Rock breaker</li><li>● Sweeper</li></ul>
We do not cover	<p>We will not cover these accessories if:</p> <ul style="list-style-type: none"><li>● you do not give us evidence to satisfy us that the <b>sum insured</b> reflects the value of your <b>insured vehicle</b> plus the accessories, and</li><li>● you cannot prove you owned the accessories.</li></ul> <p>You must pay the <b>excess</b> applicable to your <b>insured vehicle</b> for any claim under this Additional Cover, unless you have already paid the <b>excess</b> applicable to your <b>insured vehicle</b> because it was also stolen in the <b>event</b>.</p>

## 6. Vehicles being test driven by you

We cover	<p>If a vehicle is being demonstrated to you or test driven by you or your <b>authorised driver</b> during the <b>period of insurance</b>, we will cover your <b>legal liability</b> for:</p> <ul style="list-style-type: none"><li>● theft, <b>loss</b> of or <b>damage</b> to that vehicle; or</li><li>● your <b>legal liability</b> for another person's <b>personal injury</b> or <b>damage</b> to another person's property which you cause while your are driving or in control of that vehicle.</li></ul> <p>Please refer to page 36 of this <b>PDS</b> for how we settle a claim for your <b>legal liability</b> under this Additional Cover.</p>
We do not cover	<p>We will not pay more than \$100,000 for the theft of, <b>loss</b> or <b>damage</b> to the demonstration or test driven vehicle.</p> <p>No <b>excess</b> is payable for any claim accepted under this Additional Policy Benefit</p>

## 7. Non-owned trailer in control

We cover	<p><i>Only applicable if your <b>insured vehicle</b> is a prime mover or rigid body truck of 2 tonne carrying capacity or more.</i></p> <p>We will pay for <b>loss</b> of or <b>damage</b> to a trailer you do not own, lease or hire when:</p> <ul style="list-style-type: none"><li>● the trailer is in your legal possession or control at the time the <b>loss</b> or <b>damage</b> occurs; and</li><li>● you or an <b>authorised driver</b> are using it in conjunction with your <b>insured vehicle</b>.</li></ul>
We do not cover	<p>We will not pay</p> <ul style="list-style-type: none"><li>● more than \$100,000 for any one <b>event</b>, regardless of the number of trailers your <b>insured vehicle</b> may have under its control at the time of the <b>event</b>;</li><li>● for <b>loss</b> or <b>damage</b> to goods or property being carried in the non-owned trailer; or</li><li>● when your <b>schedule</b> shows that this Additional Cover does not apply to you.</li></ul> <p>You must pay to us an <b>excess</b> of \$2,500 (unless another amount is shown on any <b>endorsement</b>) for any claim accepted by us under this Additional Cover. This <b>excess</b> is additional to any <b>excess</b> payable for your <b>insured vehicle</b>.</p> <p>We may allow you to increase the maximum we will pay. If we agree to your request an extra premium will be payable.</p>

## How we settle a claim under Part A

If we agree to pay a claim under Part A, we will either pay you for a **partial loss** or a **total loss**. This is determined by the extent of the **loss** or **damage**, the cost of repair or replacement and the value of your **insured vehicle**.

If we agree to pay a claim for **legal liability** under any Additional Cover in this Part, the 'How we settle a claim' under Part B, will apply.

### Total loss

If we accept a claim for your **insured vehicle** and decide it is a **total loss** and the conditions applying to Extra Benefit 1 – 'New vehicle after total loss' are met, you can choose to accept a new replacement vehicle of the same make, model and series as your **insured vehicle**. If Extra Benefit 1 – 'New vehicle after total loss' does not apply we will settle your claim one of the following ways:

#### a. Market value or sum insured

- If the **sum insured** of your **insured vehicle** is shown on the **agreed schedule of vehicles** as '**market value**', we will pay you the **market value** of your **insured vehicle**.
- If the **sum insured** of your **insured vehicle** is shown on the **agreed schedule of vehicles** as a figure in dollars, we will pay you the lesser of the **market value** or the **sum insured**.
- The **market value** or **sum insured** of your **insured vehicle** includes accessories defined as your **insured vehicle** plus any accessories we have agreed to.
- Any **excess** or unpaid premium you must pay is deducted from the amount we pay.
- If we pay the **market value** or **sum insured** as a result of a **total loss** then your cover for that **insured vehicle** comes to an end. There will be no refund of the premium.

#### b. Agreed value

- If the **agreed value endorsement** applies to your **insured vehicle**, we will pay you the **agreed value** amount.
- The **agreed value** of your **insured vehicle** includes accessories defined as your **insured vehicle** plus any accessories we have agreed to.
- Any **excess** or unpaid premium you must pay is deducted from the amount we pay.
- If we pay the **agreed value** as a result of a **total loss** then your cover for that **insured vehicle** comes to an end. There will be no refund of the premium.

### Applicable to a. and b. above:

Your **insured vehicle**, including any unexpired premium, registration and Compulsory Third Party insurance, becomes our property when we pay you for the **total loss**.

If another party (eg. a bank) has an interest in your **insured vehicle** and it is a **total loss**, we pay them (instead of you) what you owe them up to the amount you are entitled to under this **policy**. If this amount is less than the full amount payable under the **policy**, we pay you the balance.

If you make a claim and another party is entitled to the salvage of your **insured vehicle**, we will pay you or them the **market value** or **sum insured**, less our estimate of the salvage value, less any **excess** and unpaid premium.

For an example of how we settle a total loss claim, see pages 47 and 48 of this **PDS**.

## Partial loss

If we agree to pay a claim for your **insured vehicle** and decide it is a **partial loss**, we can arrange the repairs with a **recommended repairer** if one is available, or alternatively you can choose your own repairer and arrange repairs with them.

Where we are able to provide you with access to one of our **recommended repairers**, we will offer you a choice if there is more than one in your area. However, we may only be able to nominate one **recommended repairer** if there are no others available.

Where we are unable to provide you with access to one of our **recommended repairers**, we will require you to choose your own repairer.

If we authorise repairs with a **recommended repairer** or your own repairer we will:

- authorise the repair of your **insured vehicle** to the same or reasonably similar condition and standard it was immediately before the **event**;
- authorise only the use of new parts or parts which are consistent with the age and condition of your **insured vehicle** (which may include using non genuine and/or recycled parts);
- authorise only the use of manufacturer's approved parts if your **insured vehicle** is under warranty, but not when your **insured vehicle** has an extended warranty or for windscreen replacement;
- only pay the market value of damaged parts we consider to be obsolete;
- replace damaged windscreen or window glass with glass which may not be produced by the original manufacturer but which meets Australian Design Rules; and
- guarantee the quality of materials and workmanship in respect of the repairs for the life of your **insured vehicle**.

Any repairer we authorise to repair your **insured vehicle** may sub-contract some of the repairs to a person of their choice. This will usually occur when the repairer is unable to perform the repairs themselves.

If you choose your own repairer and we do not authorise repairs, we:

- will pay an amount equal to the **reasonable repair costs**; and
- will not provide any guarantee for the quality of materials and workmanship in respect of the repairs.

We are not responsible for the costs which occur because of delays in delivery of parts. If a part is not available in Australia, we will pay the cost of surface freight from the nearest reasonable source of supply.

You are responsible for the cost of any air-conditioning refit, re-gas or modification required by law.

You may have to contribute to the cost of replacing or repairing tyres, engines, accessories, paintwork, bodywork, radiators, batteries, interior trims, or caravan annexes affected by wear and tear or rust and corrosion. How much you are required to pay will depend on how worn we consider these items were when the **damage** happened. If you do not agree to pay these amounts we will pay you the **reasonable repair cost** less any contribution charges.

We will subtract any **excess** that may apply.

For an example of how we settle a **partial loss** claim, see page 49 of this **PDS**.

## Lifetime guarantee for repairs

If we authorise repairs for your **insured vehicle**, we will guarantee the repairs against any defect due to workmanship or faulty material for the life of your **insured vehicle**.

If you choose your own repairer and we pay **reasonable repair costs** instead of authorising repairs, we will not provide a lifetime guarantee for the repairs.

## Underinsurance condition

If at the time of the **loss** or **damage**, your **insured vehicle** was insured for less than 80% of its **market value** and we decide your **insured vehicle** is:

- a **total loss**, this underinsurance condition does not apply.
- a **partial loss**, we will pay the same proportion of the **loss** as the **sum insured** bears to 80% of the **market value** of your **insured vehicle**.

In assessing the amount we pay, prime movers and attached trailers and dollies are regarded as separate and distinct **insured vehicles**.

This underinsurance condition does not apply if your **insured vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.

## Part B – Legal liability

### What your vehicle also means.

For the purposes of Part B, your **insured vehicle** also means;

- a trailer;
- a caravan; or
- another vehicle which has broken down;

that is being towed by your **insured vehicle** or a **substitute vehicle** legally and not for reward; and

- a **substitute vehicle**.

### What is legal liability?

**Legal liability** means that an Australian court or a court of an Australian external territory finds, or we accept, that:

- you;
- an **authorised driver**;
- a passenger in your **insured vehicle**; or
- your employer, principal or business partner;

are legally responsible to pay compensation for:

- **loss** of or **damage to property** owned or controlled by someone else; or
- the **personal injury** to another person (but only where the **legal liability** is not covered or capable of being covered by any compulsory third party insurance or public liability insurance)

caused by an **event** which occurs during the **period of insurance** in Australia or its external territories.

We will pay for a claim for your **legal liability** as described in the 'We cover' section below, if:

- the **event** giving rise to that **legal liability** was not expected or intended; and
- that liability is not excluded by:
  - anything in the 'We do not cover' section;
  - the General Exclusions on pages 42 to 44; or
  - any **endorsement**.



<p>We cover</p>	<p>If the <b>event</b> that gives rise to the <b>legal liability</b> is one that is caused by:</p> <ul style="list-style-type: none"> <li>● you or an <b>authorised driver</b> driving, using or being in charge of your <b>insured vehicle</b>;</li> <li>● goods being carried by or falling from your <b>insured vehicle</b>;</li> <li>● loading goods onto your <b>insured vehicle</b> from a fixed place of rest directly beside your <b>insured vehicle</b>;</li> <li>● unloading goods off your <b>insured vehicle</b> to a fixed place of rest directly beside your <b>insured vehicle</b>; or</li> <li>● a passenger in your <b>insured vehicle</b> with your permission while travelling or getting in or getting out of your <b>insured vehicle</b>.</li> </ul>
<p>We do not cover</p>	<p>We will not pay for your <b>legal liability</b>:</p> <ul style="list-style-type: none"> <li>● which is a direct or indirect result of discharge or escape of <b>contaminants or pollutants</b> or <b>dangerous goods</b> from your <b>insured vehicle</b> unless they are substances you are legally allowed to carry;</li> <li>● for <b>loss of or damage to property</b> you own, control or are responsible for, or which belongs to someone who normally lives with you. However, this exclusion will not apply to your <b>legal liability</b> for <b>damage</b> to motor vehicles belonging to an <b>employee</b> or visitor which occurs within the confines of a private car park owned or operated by you;</li> <li>● for <b>personal injury</b> to anyone who was your <b>employee</b> at the time of the <b>event</b>;</li> <li>● for <b>personal injury</b> if you were or anyone else was required by law to have insurance for compensation, damages or similar insurance for injury (eg. compulsory third party insurance or workers compensation required by law);</li> <li>● for <b>personal injury</b> if your <b>insured vehicle</b> is registered in the Northern Territory of Australia;</li> <li>● where you cause your own <b>personal injury</b>, or if you injure or cause the death of someone who normally lives with you;</li> <li>● if at the time of the <b>event</b> your <b>insured vehicle</b> is being driven or used at, in or on any <b>aircraft</b> hangar or any part of an airport or airfield used by <b>aircraft</b> for loading, unloading, taxiing, takeoffs or landings;</li> <li>● for <b>personal injury</b> if at the time of the <b>event</b> your <b>insured vehicle</b> is being used as a show, carnival or festival attraction, parade float or for any similar activity;</li> <li>● because of an agreement you or anyone insured under this <b>policy</b> enters into, unless <b>legal liability</b> would have applied anyway;</li> <li>● occurring because you, an <b>authorised driver</b> of your <b>insured vehicle</b>, a passenger in your <b>insured vehicle</b>, or your employer, principal or business partner agreed to accept liability;</li> </ul>

## We do not cover

- resulting from the use of your **insured vehicle** if it was unregistered at the time of the **event**, unless your **insured vehicle** is an unregistered on-site caravan;
- in respect of fuel contamination caused by you delivering:
  - the incorrect type of fuel; or
  - the fuel to the incorrect place.
- for **damage to property** resulting from an **event** arising out of the use of your **insured vehicle** while it is digging, excavating, boring or drilling.

However, we will pay if your **insured vehicle** is being used for the sole purpose of travelling to or from any work site or transporting or carting goods at the time of the **event** and is not being used at the time of the **event** for any other purpose including any specific activity for which your **insured vehicle** was designed.

- to pay fines or punitive, exemplary or aggravated damages;
- arising directly or indirectly from:
  - the transportation, distribution, and or storage of asbestos;
  - any material containing asbestos or any process of decontamination, treatment or control of asbestos.

This will only apply to **personal injury** arising in consequence of inhalation of asbestos fibre, and to **loss** of or **damage to property** due to the presence of asbestos.

- for **personal injury** or **loss** of or **damage to property** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of **contaminants or pollutants** into or upon any property, land, the atmosphere, water course or body of water (including ground water). However, this exclusion does not apply to Additional Cover 1 – 'Pollution'.

# Extra benefits

We will also pay claims as described under the 'We cover' sections below if:

- The **event** giving rise to the claim happens during the **period of insurance** and occurs within Australia or its external territories; and
- The claim is not excluded by:
  - anything in the applicable 'We do not cover' section;
  - anything in any other 'We do not cover' section in Part A or Part B of the **policy**;
  - the General Exclusions on pages 42 to 44; or
  - any **endorsement**.

## 1. Damage by uninsured drivers

<b>We cover</b>	<p><i>Only applicable if your <b>insured vehicle</b> is insured for Legal Liability Only.</i></p> <p><b>Loss</b> of or <b>damage</b> to your <b>insured vehicle</b> in an <b>event</b> as a result of a collision with another vehicle driven by an uninsured driver.</p> <p>A driver is uninsured if neither the driver nor the owner of the other vehicle had an insurance policy that would cover them for the <b>loss</b> or <b>damage</b> to your <b>insured vehicle</b>.</p> <p>We only pay if:</p> <ul style="list-style-type: none"><li>● you show the <b>event</b> was the fault of the uninsured driver and we agree; and</li><li>● you can identify the other vehicle and its driver (name, residential address, phone number and registration details).</li></ul>
<b>We do not cover</b>	<p>We will not pay more than \$5,000 or the <b>market value</b> of your <b>insured vehicle</b> (whichever is less), for <b>loss</b> of or <b>damage</b> to your <b>insured vehicle</b> during any one <b>period of insurance</b>.</p> <p>We will deduct:</p> <ul style="list-style-type: none"><li>● any <b>excess</b> that may apply to your <b>insured vehicle</b>, and</li><li>● the residual value of your <b>insured vehicle</b> if it is not repairable (you keep the damaged <b>insured vehicle</b>).</li></ul>

## 2. Emergency services

<b>We cover</b>	<p>If we agree to pay a claim under Part A or Part B, we will also pay the reasonable costs and charges levied by the police force or fire brigade or authority due to your <b>insured vehicle</b> causing the attendance of members of the:</p> <ul style="list-style-type: none"><li>● fire brigade or authority for the purpose of fire extinguishment or other purposes; and/or</li><li>● police force;</li></ul> <p>at the accident site.</p>
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## Additional covers

We will also pay a claim for your **legal liability** as described under the 'We cover' sections below if:

- The **event** giving rise to the **legal liability** was not expected or intended; and
- The liability is not excluded by:
  - anything in the applicable 'We do not cover' section;
  - anything in any other 'We do not cover' section in Part A or Part B of the **policy**;
  - the General Exclusions on pages 42 to 44; or
  - any **endorsement**.

### 1. Pollution

We cover	<p>Your <b>legal liability</b> arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of <b>contaminants or pollutants</b> into or upon any property, land, the atmosphere, water course or body of water (including ground water), where such discharge, dispersal, release or escape:</p> <ul style="list-style-type: none"><li>● is caused by or in connection with the operation, ownership, possession or use by you or on your behalf of any <b>insured vehicle</b>;</li><li>● is caused by a sudden identifiable, unintended and unexpected <b>event</b>;</li><li>● takes place in its entirety at a specific point in time during the <b>period of insurance</b>; and</li><li>● does not relate to any property, land, air, water course or body of water which you own, occupy or have in your custody or control.</li></ul> <p>We will also only pay for clean up or removal costs if they are caused by such an incident.</p> <p>The exclusion for <b>contaminants or pollutants</b> on page 42 does not apply to this Additional Cover.</p>
We do not cover	<p>We will not pay:</p> <ul style="list-style-type: none"><li>● more than \$500,000 during the <b>period of insurance</b>; or</li><li>● if the <b>contaminants or pollutants</b> are <b>dangerous goods</b>.</li></ul>

### 2. Legal liability for unregistered on-site caravans

We cover	<p>If your <b>insured vehicle</b> is an unregistered on-site caravan, you are covered for your <b>legal liability</b> caused by your use or occupation of the unregistered on-site caravan.</p>
We do not cover	<p>We do not pay for:</p> <ul style="list-style-type: none"><li>● amounts you must pay which are covered, or should be, by Medicare, workers compensation or another government scheme or arrangement, or private medical insurance; or</li><li>● <b>loss or damage</b> to the unregistered on site caravan, unless the caravan is an <b>insured vehicle</b> and we have accepted a claim for it under Part A of the <b>policy</b>.</li></ul>

### 3. Non-owned vehicle liability

We cover	Your <b>legal liability</b> as set out in Part B, in respect of any vehicle not owned or supplied by you while that vehicle is being used or driven by you or an <b>authorised driver</b> in connection with your business.
We do not cover	You must pay to us an <b>excess</b> of \$500 for each claim accepted by us under this Additional Cover.

### 4. Legal liability for caravans and trailers

We cover	<p>You are covered for your <b>legal liability</b> as a result of:</p> <ul style="list-style-type: none"><li>● the actions of a caravan or trailer while it is being towed by your <b>insured vehicle</b>;</li><li>● a caravan or trailer running out of control after separating from your <b>insured vehicle</b> while your <b>insured vehicle</b> is moving; or</li><li>● another vehicle colliding or acting to avoid a collision with:<ul style="list-style-type: none"><li>● property falling off a caravan or trailer while it is being towed by your <b>insured vehicle</b>; or</li><li>● property being loaded or unloaded from a caravan or trailer attached to your <b>insured vehicle</b>.</li></ul></li></ul>
We do not cover	<p>We do not cover <b>loss</b> or <b>damage</b> to:</p> <ul style="list-style-type: none"><li>● a caravan or trailer unless it is an <b>insured vehicle</b>; or</li><li>● the property which is loaded or unloaded from or which falls from the caravan or the trailer.</li></ul> <p>We do not cover the cost to remove the trailer or caravan debris, unless the caravan or trailer is an <b>insured vehicle</b> and we have accepted a claim for it under Part A of the <b>policy</b>.</p> <p>You must pay the <b>excess</b> applicable to your <b>insured vehicle</b> for any claim accepted under this Additional Cover.</p>

# How we settle a claim under Part B

If we agree to pay a claim for **legal liability**, we will pay:

- the compensation;
- legal costs and expenses if we have given our prior written consent to you incurring these costs;
- costs and charges reasonably and necessarily incurred by you in removing or cleaning up debris, unless stated otherwise; and
- costs and charges reasonably and necessarily incurred to extinguish a fire that your **insured vehicle** has caused.

We will also pay for legal costs in representing you or any other person covered at any inquest or other inquiry relating to an **event** which may give rise to you being **legally liable**, if we have given our prior written consent to you incurring these costs.

You must pay any **excess** that may apply.

For an example of how we settle a liability claim, see page 50 of this **PDS**.

## Limits to what we pay

If we agree to pay a claim for **legal liability**, the most we will pay for all claims arising directly or indirectly from one **event** is \$30 million (unless another amount is specified on your **schedule**) but restricted to:

- \$1,000,000 for any one **event** occurring within the external territories of Australia, but only in respect of the death or bodily injury to another person,
- \$1,000,000 (unless another amount is specified on your **schedule**) where the **insured vehicle** is being used for the transportation of **dangerous goods** or is attached to, or is towing, a **insured vehicle** used for the transportation of **dangerous goods**; and
- \$500,000 during the **period of insurance** in respect of all claims under the Additional Cover 1 – 'Pollution' under Part B.

These amounts include all legal costs and expenses.

These limits also apply to any cover for your **legal liability** provided under any Extra Benefit, Additional Cover, Additional Policy Benefit or any **endorsement** (both Parts A and B) unless a lower limit is specified in the Benefit, Cover or any **endorsement**.

These limits are the most we will pay even if there are several claims against you relating to the one **event**.

# Optional benefit

We may allow you to choose the following Optional Benefit. If it applies to your **policy** it will be shown on your **schedule**.

## 1. Annual Vehicle Declaration

<b>We cover</b>	<p>If Optional Benefit 'Annual Vehicle Declaration' is shown as 'Applicable' on your <b>schedule</b> the definition of '<b>insured vehicle</b>' is amended to include any vehicle newly acquired, purchased or leased by you during the <b>period of insurance</b>. The <b>sum insured</b> of any such vehicles will taken to be its <b>market value</b>.</p> <p>You must tell us within 14 days of the end of the <b>period of insurance</b> the number and type of vehicles (including their <b>sum insured</b>), owned and operated by you on that date.</p> <p>If at that time the number of vehicles owned or operated by you or their total <b>sum insured</b> has changed from the number or total <b>sum insured</b> declared by you at the beginning of the <b>period of insurance</b>:</p> <ul style="list-style-type: none"><li>● you must pay to us any extra premium applicable for the additional <b>insured vehicles</b> or total <b>sum insured</b>, or</li><li>● we will refund to you part of your premium because the number of <b>insured vehicles</b> or their total <b>sum insured</b> has reduced.</li></ul> <p>The amount you pay or we refund to you will be calculated as:</p> <p>50% of the unit premium or unit rate per <b>insured vehicle</b> as shown on your <b>schedule</b>, multiplied by the difference in the number of vehicles owned or operated by you or their total <b>sum insured</b>, whichever the case may be.</p> <p>For example, if there were 20 <b>insured vehicles</b> declared to us at the beginning of the <b>period of insurance</b> and 25 at the end, you will need to pay us an additional premium. If the unit premium shown on your <b>schedule</b> is \$750 plus FSL plus GST plus Stamp Duty you will need to pay us \$1,875 plus FSL plus GST plus Stamp Duty (50% x \$750 x 5).</p>
<b>We do not cover</b>	<p>We will not cover any <b>insured vehicle</b>:</p> <ul style="list-style-type: none"><li>● that has a <b>market value</b> that exceeds the amount shown for 'Cover for additional vehicles' on page 14 of the <b>PDS</b> or any higher amount shown on your <b>schedule</b>.</li><li>● of a type that does not have a unit premium or unit rate shown on your <b>schedule</b>.</li><li>● that is not shown on the <b>agreed schedule of vehicles</b> and was not acquired, purchased or leased by you during the <b>period of insurance</b>.</li></ul>

# Additional policy benefit

## 1. Acquired company vehicles

<p>We cover</p>	<p>We will automatically provide cover under the terms of Part A and Part B for any vehicle owned or operated by a company or subsidiary formed, purchased or otherwise acquired by you during the <b>period of insurance ('acquired company vehicles')</b>.</p> <p>However, within 30 days of the formation, purchase or acquisition, you must:</p> <ul style="list-style-type: none"><li>● provide us with full details of all <b>acquired company vehicles</b> and their prior claims history, and</li><li>● pay us any additional premium that we require.</li></ul> <p>If we are unable to continue covering the <b>acquired company vehicles</b>, we will tell you and provide you 14 days from the date we tell you to arrange cover elsewhere.</p> <p>Cover on the <b>acquired company vehicle</b> will then end at 4pm 14 days after we have told you we are unable to continue to cover the vehicle.</p>
<p>We do not cover</p>	<p>We will not cover the <b>acquired company vehicles</b> if the number of vehicles acquired exceeds 20% of the number of <b>insured vehicles</b> declared by you at the beginning of the <b>period of insurance</b>.</p> <p>Unless we have agreed to a higher amount, the most we will pay for a claim involving an <b>acquired company vehicle</b> is:</p> <ul style="list-style-type: none"><li>● \$300,000 if the <b>acquired company vehicle</b> is a motorcycle, caravan, car, 4WD, utility or van of not more than 2 tonne carrying capacity.</li><li>● \$500,000 if the <b>acquired company vehicle</b> is any other type of vehicle.</li></ul>



# Application of excess

An **excess** is the amount you might have to pay if you claim. **Excesses** are cumulative and apply to all claims, unless stated otherwise. For each **event**, or series of **events** arising from the one originating cause you will bear the amount of the **excess** in respect of each and every **insured vehicle**, unless stated otherwise.

The **insured vehicle excess** is shown on your **schedule**. The amounts for any other **excesses** (or where the amount can be found in this **PDS**) are detailed below and on page 40 and page 41 of this **PDS**. You might have to pay more than one type of **excess** when you claim. You must pay the **excesses** in full.

We will decide if you pay the **excess** to us (when we ask for it) or to the repairer when you pick up your **insured vehicle** after it has been repaired. We can also choose to deduct the **excess** from the amount we pay you.

Provided the **insured vehicle excess** applicable to your **insured vehicle** does not exceed \$2,000, you don't pay any **excess** when your **insured vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity if:

- another vehicle is involved, we agree the driver of your **insured vehicle** was not at fault, and you can identify the other vehicle and the other driver responsible (name, residential address, phone number and vehicle registration details);
- no other vehicle is involved, we agree the driver of your **insured vehicle** was not at fault, and you can identify another person at fault (name, residential address and phone number) and prove that they were at fault.

## Types of excesses

### Insured vehicle excess

**Insured vehicle excess** is the amount shown on your **schedule**.

If your **insured vehicle** is involved in an **event** and we accept your claim and your **insured vehicle** is not:

- listed on the **schedule** or **agreed schedule of vehicles** (because Optional Benefit 'Annual Vehicle Declaration' applies to your **policy** or the **event** occurred within 30 days of the **insured vehicle** being acquired);
- a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity;

the **insured vehicle excess** for your **insured vehicle** will be 1% of its GST exclusive purchase price or \$500, whichever is the greater.

### Age or inexperienced driver excess

An age or **inexperienced driver excess** applies if a driver under 25 or an **inexperienced driver** was in charge of your **insured vehicle** at the time of an **event**. This **excess** will not apply to glass, damage while parked, fire, malicious damage, theft or storm claims.

The age or **inexperienced driver excess** is shown on your **schedule** for all **insured vehicle** types other than prime movers.

When your **insured vehicle** is a prime mover the following age or **inexperienced driver excesses** will apply to the claim when:

- the **sum insured** for the prime mover is less than \$100,000 or it is insured for Legal Liability cover only – the age or **inexperienced driver excess** is \$2,500 or \$3,500 if the prime mover was towing more than one trailer at the time of the **event**.
- the **sum insured** for the prime mover is \$100,000 or more, but not more than \$200,000 – the age or **inexperienced driver excess** is \$10,000 or \$15,000 if the prime mover was towing more than one trailer at the time of the **event**.
- the **sum insured** for the prime mover is more than \$200,000 – the age or **inexperienced driver excess** is \$25,000 or \$37,500 if the prime mover was towing more than one trailer at the time of the **event**.

For the purposes of the application of the age or **inexperienced driver excess**, a dolly is considered a trailer. You must pay the age or **inexperienced driver excess** in addition to any other **excess** for your **insured vehicle** that may be payable.

### Tipping excess

A tipping **excess** applies if your **insured vehicle** is a trailer or rigid body truck and it is **damaged** while the tipping hoist is partly or fully extended. The tipping **excess** is \$1,000 and you pay this in addition to any other **excess** payable for your **insured vehicle**.

### Additional cover excesses

Please refer to:

- pages 23 to 26 for the amount of any **excess** you might have to pay if you make a claim under any Additional Covers in Part A of the **policy**, and
- page 34 for the amount of any **excess** you might have to pay if you make a claim under any Additional Covers in Part B of the **policy**.

### Theft excess

A theft **excess** of \$2,500 applies to each claim for theft or **damage** occasioned by theft of:

- your skid steer loader, excavator, loader, backhoe or bobcat; or
- any of their accessories, whether these accessories are attached to your **insured vehicle** at the time of the theft or **damage** or not.

You pay the Theft Excess in addition to any other **excess** for your **insured vehicle** that may be payable.

### Endorsement excess

An **endorsement excess** may apply if you have **endorsements** to your **policy**. Any **endorsement excess** applicable to your **policy** will be shown in the **endorsement** wording.

You pay the **endorsement excess** shown in the **endorsement** wording in addition to any other **excess** for your **insured vehicle** that may be payable, unless stated otherwise.

## Radius excess

A radius **excess** applies if we accept a claim for **loss** or **damage** to your **insured vehicle** or **legal liability**, and at the time of the **event**, your **insured vehicle** is on a journey to or from a destination beyond the maximum radius of operation shown on your **schedule** measured from your **insured vehicle's** garaged postcode shown on your **schedule**.

The radius excess is:

- \$500 if your **insured vehicle** is a truck or bus;
- \$2,500 if your **insured vehicle** is a trailer which at the time of the **event** was being towed by a prime mover or \$500 if being towed by a truck; or
- \$7,500 if your **insured vehicle** is a prime mover.

You pay the radius **excess** in addition to any other **excess** for your **insured vehicle** that may be payable.

## Application of excess involving trailer and towing vehicle

If a trailer being towed by an **insured vehicle** damages the property of another person and:

- only the trailer was **damaged**, the **excess** for the towing **insured vehicle** will apply; or
- there is no **damage** to either the trailer or towing **insured vehicle**, the **excess** for the towing **insured vehicle** will apply.

## Windscreen excess waiver

If your **insured vehicle** has Comprehensive cover and is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity you will not have to pay any **excess** for a windscreen or window glass claim. This includes any incidental **damage** to the bodywork as a result of the **damage** to the windscreen or window glass.

This **excess** waiver will not apply if the windscreen or window glass has been **damaged** because of an **event** that has caused other **loss** or **damage** to your **insured vehicle**, and you are claiming for that **loss** or **damage**.

# General exclusions

You are not covered for an **event** occurring when your **insured vehicle** is being driven by, or is in the charge of, someone who:

- was under the influence of, or had their judgement affected by, any alcohol or drug;
- had more than the legal limit of alcohol in their breath or blood, as shown by analysis;
- refused to take a legal test for alcohol or drugs; or
- was not licensed, not correctly licensed or not complying with the conditions of their licence.

We will cover you if you were not the driver or person in charge of your **insured vehicle** at the time of the **event** and you can satisfy us that you did not know, and could not have reasonably known, of any of the above circumstances. If we pay a claim we can recover those costs from the person who was driving or in charge of your **insured vehicle**, unless the law prohibits recovery by us.

You are not covered:

- if you or an **authorised driver** does something or neglects to do something that is not in accordance with this **policy** or does not give us the information or assistance that we ask for;
- for theft of or malicious **damage** to your **insured vehicle** when anyone insured under this **policy** has not taken reasonable care to prevent this **loss** or **damage**;
- for financial loss:
  - occurring because you cannot use your **insured vehicle**;
  - because your **insured vehicle's** value was less after being repaired; or
  - because your **insured vehicle's** working life has been reduced;
- for **loss** of or **damage** to a drill rod or bit attached to your **insured vehicle** while the drill rod or bit is being used for its designed purpose. For the purposes of this exclusion, a drill rod or bit includes any part attaching to or forming part of the drill rod or bit including but not limited to pipes, guides, filters, gaskets, plugs, caps, beacon housings, tool heads, nozzles and/or any other electronic mechanism;
- for the cost to repair or replace burnt out electric motors or wiring of appliances in your caravan;
- for **damage** to your caravan, caravan annexe, trailer or **personal effects** caused by biting, chewing or scratching by an animal or bird;
- for **damage** to your caravan, caravan annexe or **personal effects** caused by any tenant;
- if your unregistered on-site caravan is unoccupied for 60 consecutive days. (If you want cover over 60 days, you need to ask us for an extension of time and we must agree in writing. We might charge an extra premium or impose special terms.);
- for **loss** or **damage** to your caravan caused by the sea or high water;
- for **loss** or **damage** or **legal liability** caused or contributed to by or arising from any biological, bacterial, viral, germ, chemical or poisonous **contaminant or pollutant** or any looting or rioting following these occurrences (except for any cover provided under Additional Cover 1 – 'Pollution' on page 34);
- for theft by anyone who has hired or leased your **insured vehicle** or who has taken it as security for a debt;

- for any **loss, damage** or **legal liability** directly or indirectly caused by or contributed to by or arising from:
  - ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or fission of nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
- for any **loss, damage, personal injury**, or **legal liability** directly or indirectly caused by or contributed to by, or arising from nuclear weapons material;
- for any consequence of war or warlike activities which includes invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- for any **loss** or **damage** due to confiscation, nationalisation or expropriation;
- for any **loss, damage** or **legal liability** caused by any person or organisation who lawfully destroys or takes away your ownership or control of any property or **insured vehicle** covered by the **policy**;
- for any **loss, damage** or **legal liability** which happens before the **period of insurance** or which arises from an **event** before the **period of insurance** starts unless specifically stated otherwise;
- for any **loss** or **damage** caused deliberately by you, or any director, business partner, principal, or **employee** of yours, or with your permission;
- for your consequential **loss** of any kind including loss by delay, confiscation or detention by customs or other lawful authority, loss of market, lack of performance;
- for an **event** that occurs outside Australia or its external territories;
- we will not cover:
  - a. **personal injury, damage to property, legal liability, loss, damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any **act of terrorism** regardless of any other cause or **event** contributing concurrently or in any other sequence to the **personal injury, damage to property, legal liability, loss, damage**, cost or expense;
  - b. **personal injury, damage to property, legal liability, loss, damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

We will not pay a claim for **loss, damage** or **legal liability**:

- If another person is, or could have been, liable to compensate you for such **loss, damage** or **legal liability**, but you have agreed with that person either before or after the **loss, damage** or **legal liability** occurred that you would not seek to recover any moneys from that person.

You are not covered if, at the time of an **event**, your **insured vehicle** was:

- damaged, unsafe or unroadworthy. However, this exclusion will not apply if you can prove to our satisfaction that the unroadworthy or unsafe condition of your **insured vehicle**:
  - did not cause or contribute to the **loss, damage** or **legal liability** being incurred; or
  - could not reasonably have been detected by you;
- being used in a race, contest, trial, test, hill climb or any similar activity;
- being used on a competition race track, circuit, course or arena;
- being used by you for illegal purposes;
- carrying passengers for payment or reward unless it was a car pool, child care arrangement or fare paying passenger bus;
- carrying a greater number of passengers than it was designed for or is allowable according to law;
- conveying, towing, lifting or carrying a load not secured according to law;
- conveying, towing, lifting or carrying a load in excess of that which it was designed for or is allowable according to law;
- being used to move **dangerous goods** or substances that pollute or contaminate unless this was done legally;
- travelling on railway lines; or
- being operated, transported or driven in an underground mine or mining shaft (but we will cover you if your **insured vehicle** was being used for open cut mining).

# Making a claim

You must do the following if there is an **event** that could lead to a claim

- Contact us as soon as possible on 131 437. We're available 24 hours a day, 7 days a week. Our staff will advise you whether to bring your **insured vehicle** to one of our assessing centres or take it to a repairer. We can help with any other arrangements necessary to get you back on the road as quickly as possible.
- Do everything reasonable to limit and prevent further **loss, legal liability** or **damage**.
- If someone has stolen, attempted to steal or maliciously damaged your **insured vehicle**, call the Police immediately. If we ask, you must provide to us the name of the Police Officer and Police Station where you made the report.
- Obtain the full names, addresses and phone numbers of all drivers and passengers involved and any witnesses to the **event**. You will also need to obtain the vehicle registration numbers and insurance details of all vehicles involved. If **damage** is caused to any other property please provide details of the address and owners names.
- Give us any information and other assistance we reasonably need to handle the claim. If we ask for it, you must provide us with a statutory declaration verifying the truth of your claim and any matters connected with it.
- If you get demands, a notice of prosecution, details of an inquest or similar communications from other parties involved in the **event**, you must tell us immediately. If you delay in telling us, we may not cover any legal or other costs that result from that delay.
- Tell us your entitlement to Input Tax Credits (ITCs) for your insurance premium if you are registered or should be registered for goods and services tax (GST) purposes. If information you give us is incorrect, we will not cover you for any resulting fines, penalties or tax charges.

What you must not do:

- Admit to anyone else involved in the **event** that it was your fault.
- Unless we have agreed, negotiate or promise anyone a payment, authorise any repairs (except **emergency repairs** to your **insured vehicle**, see page 19 for details) or dispose of any **damaged** property.
- Accept any payment (including **excess** payments) from anyone unless we agree first.

What you must agree to if you claim:

- You must provide proof of ownership of any lost or **damaged** property. Proof could include your **insured vehicle** log book, receipts, valuations or warranties.
- You must let us inspect and, if necessary, move your **insured vehicle** before repairs begin.
- Give us any information and help we need to handle the claim. This can include agreeing to be interviewed and providing relevant documents we ask for.
- You must allow us to make admission, defend or settle claims on your behalf.
- You must allow us to take legal action in your name against another person to recover any payment we have made on a claim before we have paid your claim, or whether or not you have been compensated or paid in full for your actual **loss**.
- If we decide to defend you, settle any claim against you, represent you or try to recover money from the person who caused the **loss** or **damage**, you must give us all the assistance we need, including assistance after your claim has been paid.

## Fraudulent claims

If you or someone acting on your behalf makes a false or fraudulent claim, we may:

- refuse to pay the claim;
- cancel the **policy**;
- take legal action against you; or
- do any or all of the above.

## Some other circumstances affecting claims

We may refuse to pay a claim, or we may reduce the amount we pay you, if:

- you have not done what your duty of disclosure required you to do (see page 10);
- when making a claim you:
  - are not truthful,
  - have not given us full and complete details, or
  - have not told us something when you should have;
- you have not complied with any conditions of your **policy**.



## Claim payment examples

The following worked dollar examples are designed to assist in the understanding of some of the important benefits and how claims are calculated. The examples do not cover all scenarios or all benefits and do not form part of your **policy** terms and conditions. The following should be used as a general guide only. You should consider all examples as each example covers different benefits and scenarios.

### Example: Total loss – Market value

A car that has a carrying capacity of not more than 2 tonnes is comprehensively insured for market value. The insured vehicle excess is \$500. The vehicle is damaged in an event and we assess the cost of repair to be \$20,000. We decide it is a total loss.

The market value is determined as follows:

The vehicle is an 8 year old sedan in poor condition. A motor vehicle guide records the value at \$20,000 for good condition. We assess the market value to be \$15,000 (GST inclusive).

How much we pay		Further information
Market value	\$15,000	The vehicle is a total loss with a market value of \$15,000. We normally decide a vehicle is a total loss if the complete repair cost exceeds its market value less salvage value.
Less ITC	-\$1,364	If you are registered for GST and entitled to an Input Tax Credit (ITC) we will deduct this entitlement. In this example you are entitled to a full Input Tax Credit (100%).
Less excess	-\$500	Only the insured vehicle excess applies in this example. We deduct this from the amount we pay to you.
<b>Total claim</b>	<b>\$13,136</b>	We would normally pay this amount directly to you in a total loss situation.
Plus lease payout	\$2,200	If, instead of owning your vehicle outright, your vehicle was purchased under a finance lease and the amount owing was \$17,200 (excluding any payments in arrears and resulting interest), we will pay the difference between the amount owing under the finance arrangement and the market value (\$17,200 - \$15,000). This benefit has a limit of 20% of the market value (\$3,000).
Less ITC	-\$200	In this example you are entitled to a full Input Tax Credit (100%).
<b>Total claim</b>	<b>\$15,136</b>	We would normally pay the claim directly to your financier and not to you in circumstances of a lease payout. You pay your financier any amounts left owing.

If the vehicle in the above example was less than 2 years old at the time of the event, instead of paying the claim above you can choose to accept a replacement vehicle including similar accessories and parts plus on-road costs e.g. registration, compulsory third party, pre-delivery. You must pay the excess to the dealership that has provided the replacement vehicle or us.

If the vehicle salvage is valued at \$1,000, the salvage becomes our property and we are entitled to keep the \$1,000 proceeds of its sale plus any registration and compulsory third party insurance refund. This does not affect the calculations above unless you obtain these refunds directly in which case we will deduct these costs from the total claim above.

## Example: Total loss – Agreed value

A utility that has a carrying capacity of not more than 2 tonnes is comprehensively insured for an agreed value of \$45,000. The vehicle is damaged in an accident that we agree was not your fault and you have identified the at fault party and provided all their details that we require.

We assess the cost of repair of your vehicle to be \$40,000. We decide it is a total loss. The vehicle is not subject to finance. The insured vehicle excess is \$500.

How much we pay		Further information
Agreed value	\$45,000	The vehicle is a total loss with an agreed value of \$45,000. We normally decide a vehicle is a total loss if the complete repair cost exceeds its agreed value less salvage value.
Less ITC	\$0	We do not deduct any ITC when your vehicle is comprehensively insured for agreed value.
Less excess	\$0	No insured vehicle excess applies in this example as the accident was not your fault and you have provided all the details of the at fault party that we require.
<b>Total claim</b>	<b>\$45,000</b>	We would normally pay this amount directly to you in a total loss situation, unless your vehicle is subject to finance.

If the vehicle salvage is valued at \$10,000, the salvage becomes our property and we are entitled to keep the \$10,000 proceeds of its sale plus any registration and compulsory third party insurance refund. This does not affect the calculations above unless these refunds are paid to you directly in which case we will deduct these costs from the total claim above.

## Example: Partial loss – Repair

A car that has a carrying capacity of not more than 2 tonnes is comprehensively insured for market value. The insured vehicle excess is \$500. The vehicle is stolen and subsequently recovered, damaged, 25 days later. We assess the cost of repairs to be \$5,500.

How much we pay		Further information
Damage to vehicle	\$5,500	We normally decide the vehicle is repairable if the cost of repairs is significantly less than the market value.
Less excess	- \$500	Only the insured vehicle excess applies in this example. We normally require you to pay the excess directly to the repairer.
<b>Total claim</b>	<b>\$5,000</b>	We would normally pay this amount directly to the repairer in a partial loss situation.
If personal effects to the value of \$350 are also stolen during the theft:		
Plus personal effects	+ \$350	Personal effects cover is limited to \$1,000 per event if the vehicle is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity. This extra benefit's sub-limit is in addition to the market value limit of the vehicle.
<b>Total claim</b>	<b>\$5,350</b>	We normally pay the \$350 for personal effects to you (and the remaining \$5,000 directly to the repairer).
If a hire vehicle of a similar type for a cost of \$100 per day is arranged by us:		
Plus vehicle hire cost	+ \$2,500	The cost per day times the number of days from the date of theft until the date of recovery is 25 x \$100. This benefit has a limit of up to 30 days and we will not pay more than \$3,000 if the vehicle is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.  Note: This benefit would not apply if the vehicle was damaged in an accident. This benefit only applies if your vehicle was stolen.
<b>Total claim</b>	<b>\$7,850</b>	We normally pay the \$2,500 for vehicle hire directly to the hire company (the \$350 to you and the \$5,000 to the repairer).

## Example: Legal liability

A vehicle is insured for Legal Liability Only cover. The vehicle is involved in an accident and the other driver claims that the driver of your vehicle has a legal liability for the accident. The damage to the other vehicle would be assessed by a court at \$12,500. There is an insured vehicle excess of \$500 on your policy. The legal costs to defend your legal liability are \$3,000.

How much we pay		Further information
Damage to other vehicle	\$12,500	We normally pay the cost of repairs directly to the third-party claimant.
Less excess	- \$500	Only the insured vehicle excess applies in this example. We normally require you to pay this amount to us before we act on your behalf.
Plus our legal costs	+ \$3,000	We incur and do not charge you for these costs providing you have paid your excess prior to legal costs being incurred.
<b>Total claim</b>	<b>\$15,000</b>	

If the driver of your vehicle was not at fault and the driver of the other vehicle was at fault but was not insured, and you provide us with the details of the other driver. The insured vehicle excess is \$500. For the purposes of this example it is assumed that your vehicle is not comprehensively insured:

'Damage by uninsured drivers' Extra Benefit	\$4,500	Your vehicle is not covered for own damage because Legal Liability Only cover was purchased. However, the 'damage by uninsured drivers' Extra benefit provides limited cover in these circumstances for up to \$5,000.  For the purposes of this example, we assess that the damage to your vehicle will cost more than its market value of \$4,500. We decide it is not repairable.
Less ITC	- \$409.09	If you are registered for GST and entitled to an Input Tax Credit (ITC) we will deduct this entitlement. In this example you are entitled to a full Input Tax Credit (100%).
Less excess	- \$500	Only the insured vehicle excess applies in this example. We deduct this from the amount we pay you.
Less residual value of wreck	- \$500	The remaining value of your damaged vehicle. We deduct this from the amount we pay you.
<b>Total claim</b>	<b>\$3,090.91</b>	We normally pay this directly to you. You will keep the damaged vehicle.

# Definitions

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## act of terrorism

An act, including but not limited to the use of force or violence and/or the 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, ethnic or similar purposes or reasons, including the intention to influence any government or to put the public, or any section of the public, in fear.

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## agreed schedule of vehicles

The list of **insured vehicles** you supply to us and that we have agreed to insure. The agreed schedule of vehicles will include a detailed description of your **insured vehicle**, its identification number and the **sum insured** you wish to insure your **insured vehicle** for.

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## agreed value

The amount we agree to insure your **insured vehicle** for, as shown on the **agreed schedule of vehicles**.

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## aircraft

Any thing made or intended to fly or move in or through the air or space other than model aircraft.

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## authorised driver

A person controlling, driving or using your **insured vehicle** with your consent.

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## contaminants or pollutants

Includes smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants and other contaminants or pollutants. **Contaminants or pollutants** do not include **dangerous goods**.

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## damage or damaged

Sudden or unforeseen physical damage or destruction.

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## damage to property

- physical **loss** of or **damage** to or destruction of tangible property including resultant loss of use; or
  - loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by an **event**.
- 

## dangerous goods

- substances which are shown in the Australian Code for the Transport of Dangerous Goods by Road or Rail;
  - liquid fuels, liquefied or compressed gases, toxic chemicals, acids, organic peroxides or corrosives;
  - infectious, explosive radioactive or oxidising substances; or
  - substances with a flashpoint of below twenty two point seven degrees celsius (22.7°C).
-

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## emergency repairs

Minor repairs which are essential for you to be able to drive your **insured vehicle** safely from an accident or **event** causing **damage**.

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## employee or employees

Any person:

- engaged in the business under a contract of service or apprenticeship, or
  - supplied to you pursuant to a contract of labour hire.
- 

## endorsement or endorsements

A written change or addition we make to your **policy**, particularly if we have changed the cover to meet your needs or excluded a specific cover we would have normally covered. Any **endorsements** that apply to your **policy** will be shown on your **schedule**, unless we send you the **endorsement** separately.

---

## event or events

One incident or all incidents of a series consequent on, or attributable to, one source or original cause.

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## excess or excesses

The first amount of each and every claim that shall be paid by you, before the application of any limits of your **policy**.

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## inexperienced driver

A person who is 25 years or over and has not held a drivers licence for the class of vehicle being driven at the time of the **event** for the past 2 consecutive years.

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## insured vehicle

The vehicles described on the **agreed schedule of vehicles**. The following accessories will also be insured if they are attached to or in or on your **insured vehicle**: baby capsule/car seats – bicycle carriers - binders – bonnet protector – built in refrigerators – built in televisions – bull bar – caravan annexe - cargo barrier – CB and/or 2 way radio – chains – cruise control – dash mats – decorative wheel trims – driving lights – fire extinguishers – fixed GPS units – floor mats – gates – headlamp guards – motor cycle helmets, gloves, or associated riding clothes up to a total of \$500 (if we pay a claim covering your motorcycle) – mud flaps – paint protection – panel/rust protection – pinstripping/decals – protective mouldings – ramps – rear louvre sunshade – registration plate covers – ring feeder – seat covers – side steps for a 4WD – signwriting – sleeping box – sound systems (fitted as standard by manufacturer) – spare wheel cover – steering locks – tarpaulins – tools supplied as standard by the **insured vehicle** manufacturer or similar replacements – tow bars – weather shield – winch. It also includes other **insured vehicle** accessories or modifications if we have agreed to insure them as part of your **insured vehicle** and they are shown on the **agreed schedule of vehicles**.

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## loss or losses

Sudden and unforeseen physical loss.

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## market value

The amount we calculate the market would pay for your vehicle. It takes into account the age, make, model, kilometres travelled and condition of your vehicle immediately before the incident. We might use recognised industry publications to calculate the amount.

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## partial loss

When we decide, at our option, to repair your **insured vehicle**, replace any part of it or reimburse you for the **loss** or **damage** to it. In this case, we will not treat your **insured vehicle** as a **total loss**.

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## period of insurance

Means the period of time your **policy** is in force, as shown on your current **schedule**.

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## personal effects

Clothing and personal belongings normally worn or carried but excluding personal computers, non-fixed GPS units, musical instruments, curios, works of art, money or credit cards.

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## personal injury

Death, bodily injury, sickness, disease, disability, shock, fright, mental injury, mental anguish, or loss of consortium resulting from any of them.

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## policy

Your insurance contract. It consists of this **PDS**, any **Supplementary PDS** we may give you, any **endorsements**, your **schedule** and the **agreed schedule of vehicles**.

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## Product Disclosure Statement (PDS)

PDS is the name of this document and it contains the terms of your insurance cover. It tells you what cover we provide, details of costs and **excesses** and other important information. It should be read together with your **schedule**, any **endorsements**, the **agreed schedule of vehicles** and any **Supplementary PDS** that we give you.

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## reasonable repair costs

If you choose your own repairer, we will pay the amount we consider to be reasonable repair costs taking into account:

- your repairer's quote with any adjustment or reduction recommended by an experienced motor vehicle assessor we appoint, and
  - a quote we may choose to obtain from one of our **recommended repairers**.
- 

## recommended repairer

A repairer who has been appointed by us as a **recommended repairer** because we have assessed the repairer as capable of meeting our strict standards of quality workmanship, timeliness, efficiency and cost effectiveness.

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## road

Any surveyed or unsurveyed land dedicated to public use, according to law, as a **road** (including a footpath or median strip). It also includes a toll **road** or a bridge which is open to the public and used as a **road**.

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## schedule

The schedule attached to and forming part of the **policy**, or if the **policy** has been renewed the **schedule** issued with the renewal notice.

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## substitute vehicle

A vehicle which does not belong to you and which you, your spouse, defacto partner or an **employee** are using while your **insured vehicle** is not in use because your **insured vehicle** is unroadworthy or undergoing repair but does not include a hire vehicle.

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## sum insured

The relevant amount or value as specified on the **agreed schedule of vehicles**.

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## Supplementary PDS

A document that updates or adds to the information in the **PDS**.

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## total loss

When your **insured vehicle** is stolen and not recovered, or is **damaged** so badly it would cost more to repair than the value of your **insured vehicle**.

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Contact your  
**Resilium Adviser** or:

**phone** Customer Service 131 436 or  
Claims 131 437

**web** [www.resilium.com.au](http://www.resilium.com.au)