

# 360 Fleet Motor Product Disclosure Statement & Policy Wording

Date of preparation: 9 August 2023

Effective date: 8 November 2023

360CMFPDSV423



360 Commercial Motor Pty Ltd **ABN** 78 626 251 616 is an Authorised Representative (**AR** 1266050) of  
360 Underwriting Solutions Pty Ltd **ABN** 18 120 261 270, **AFSL** 319181  
The Forum, Level 3, 240 Pacific Highway, Charlestown, NSW 2290

# Fleet Motor Insurance



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# Introduction



This is the 360 Fleet Motor Vehicle Insurance Product Disclosure Statement (PDS) and Policy Wording which is made up of two separate parts.

The first part contains important information about this **policy** to help **you** make an informed decision about whether to purchase this insurance. It gives a summary of the significant features, benefits and risks associated with this **policy**. This section also contains information about costs, **our** dispute resolution process, **your** cooling off rights and other relevant information required under the *Corporations Act 2001*, including other rights, terms, conditions and obligations attaching to this **policy**.

The second part details the terms, conditions and exclusions of the **policy**.

If **we** issue **you** with a **policy**, **you** will be given a **policy schedule**. The **policy schedule** sets out the specific terms applicable to **your** cover and should be read together with the **policy** and any endorsements.

The **policy** and the **policy schedule**, together with any endorsements, **we** send **you** are **your** legal contract with **us** so please keep them in a safe place for future reference.

Please read the whole PDS carefully. It is arranged in different sections. It is important that **you**:

- + check that the sections **you** have requested are included in the **policy schedule**;
- + check that the information **you** have given **us** is accurate;
- + comply with **your** duties under each section and under the **policy** as a whole.

If **you** wish to vary **your** cover or make further enquiries, please contact **your** insurance intermediary.

## CGU

This insurance is underwritten by Insurance Australia Limited **ABN 11 000 016 722 AFSL 227681**, trading as CGU Insurance (**CGU**). **CGU** is an authorised Australian insurer, regulated by the Australian Prudential Regulation Authority (**APRA**). **CGU** has been providing insurance to Australians for over 165 years and is part of the Insurance Australia Group (**IAG**).

### **CGU's contact details are:**

Level 13, Tower Two, Darling Park,  
201 Sussex Street,  
Sydney, NSW 2000  
Telephone. 1800 045 517

## 360 Commercial Motor

360 Commercial Motor Pty Ltd **ABN 78 626 251 616** (**360 Commercial Motor**) is an Authorised Representative of 360 Underwriting Solutions Pty Ltd **ABN 18 120 261 270** **AFSL 319 181 (360 Underwriting)**. **360 Commercial Motor** has developed this Commercial Motor Vehicle Insurance Policy which is underwritten by **CGU**.

In issuing this **policy**, **360 Underwriting** and **360 Commercial Motor** will be acting under an authority given to them by **CGU**. This means that when issuing this **policy**, **360 Underwriting** and **360 Commercial Motor** will be acting as an agent for **CGU** (pursuant to a binder arrangement), not for **you**.

**360 Commercial Motor** has an authority from **CGU** to arrange, enter into/ bind and administer this insurance (including handling and settling claims).

### **360 Commercial Motor's contact details are:**

The Forum, Suite 2, Level 3,  
240 Pacific Highway,  
Charlestown, NSW 2290  
Telephone. 1800 411 580

## Who You Should Contact

In the first instance, **you** should contact **360 Commercial Motor** in relation to this insurance.

## Intermediary Remuneration

**CGU** pays remuneration to insurance intermediaries when **CGU** issues, renew or varies a **policy** the intermediary has arranged or referred to **CGU**. The type and amount of remuneration varies and may include commission and other payments. If **you** require more information about remuneration **CGU** may pay **your** intermediary **you** should ask **your** intermediary.

# Important Information



## Code of Practice

We proudly support the General Insurance Code of Practice (the 'Code'). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- + to promote better, more informed relations between insurers and their customers;
- + to improve consumer confidence in the general insurance industry;
- + to provide fair and effective mechanisms for resolving complaints **you** make about **us**;
- + to commit insurers and the professionals they rely upon to higher standards of customer service; and
- + to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

## Our Commitment to You

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

For further information on the Code or the Code Governance Committee, please visit [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au) or alternatively **you** can request a brochure on the Code from **us**.

## Complaints and Dispute Resolution

We will always do **our** best to provide **you** the highest level of service but if **you** are not happy or have a complaint or dispute, here is what **you** or **your** insurance intermediary can do.

If **you** experience a problem or are not satisfied with **our** products, **our** services, or a decision **we** have made, **you** or **your** insurance intermediary should let **us** know so **we** can help. **You** may contact **us** via the following options:

### Internal Dispute Resolutions Team

Telephone. 1800 411 580 (freecall)  
Email. [idr@360uw.com.au](mailto:idr@360uw.com.au)  
Post. Attention IDR Officer  
Suite 1, Level 18  
201 Kent Street  
Sydney NSW 2000

We will try to resolve complaints at first contact or shortly thereafter.

If **we** are not able to resolve **your** complaint when **you** contact **us** or **you** would prefer not to contact the people who provided **your** initial service, the insurer's Customer Relations team can assist:

Telephone. 1800 045 517 (freecall)  
Email. [Customer.Relations@iag.com.au](mailto:Customer.Relations@iag.com.au)

Customer Relations will contact **you** or **your** insurance intermediary if they require additional information or have reached a decision. Customer Relations will advise **you** or **your** insurance intermediary of the progress of **your** complaint and the time frame for a decision in relation to **your** complaint.

We expect **our** procedures will deal fairly and promptly with **your** complaint. If **you** are unhappy with the decision made by Customer Relations **you** or **your** insurance intermediary may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (**AFCA**). **AFCA** provides fair and independent financial services complaint resolution that is free to customers. **AFCA** has authority to hear certain complaints. **AFCA** will confirm if they can assist **you**:

Telephone. 1800 931 678 (freecall)  
Email. [info@afca.org.au](mailto:info@afca.org.au)  
Post. Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001  
Online. [www.afca.org.au](http://www.afca.org.au)

Further information about **our** complaint and dispute resolution process is available by contacting **us**.

## Cooling-Off Period

**You** have the right to cancel and return this **policy** by notifying **us** within twenty-one (21) days of the date it was issued to **you** ('cooling off period').

If **you** cancel it in this time, **we** will return the amount **you** have paid, unless **you** have a claim under the **policy** within the cooling off period.

To cancel at other times, please refer to the **Cancellation clause** in the **General Conditions** applicable to this **policy** section of this **policy**.

## Cost of this Insurance

The total amount **we** charge for this **policy** is made up of:

- + the basic premium amount, which is the amount **we** need to cover the risk **insured** under this **policy**, as calculated by **us**;
- + **our** administration fee; and
- + any applicable taxes and government charges.

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

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

- + whether **you** choose Comprehensive, **Third Party** Fire and Theft or **Third Party** cover;
- + the number and type of **vehicles** to be covered;
- + the value of the **vehicle(s)** to be covered;
- + the location of the **vehicle(s)** to be covered;
- + **your** previous insurance and claims history;
- + the **excess** **you** have selected; and
- + how the **vehicle** to be covered is used.

**Your** premium, including any discounts **you** may be eligible for, are subject to minimum premiums. **We** consider the minimum amount **we** are prepared to sell the **policy** for and may adjust **your** premium to ensure it does not fall below the minimum amount. Any discounts will be applied to **your policy**, only to the extent any minimum premium is not reached. This means that any discount **you** may be eligible for may be reduced. When **we** determine **your** premium on renewal, **we** may also limit any increases or decreases in **your** premium by considering factors such as **your** previous year's premium amount.

## Financial Claims Scheme

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

Information about the scheme can be obtained from <https://fcs.gov.au>

## How to Make a Claim Under this Policy

When something happens that **you** believe is a claim, it is important to contact **us** on 1300 115 854 or **your** intermediary as soon as reasonably possible.

Details about making a claim are shown under the **Claims Procedures** of the **policy** on page 21.

## Privacy

In this Privacy Statement the use of "**we**", "**our**" or "**us**" means **360 Commercial** and CGU unless specified otherwise.

In this Privacy Statement the use of "personal information" includes sensitive information.

**360 Commercial** and CGU are committed to protecting the privacy of the personal information **you** provide to **us**, in accordance with the *Privacy Act 1988 (Cth)* including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation.

The *Privacy Act 1988 (Cth)* contains the Australian Privacy Principles which require **us** to tell **you** that **we** collect, handle, use, store and disclose **your** personal and sensitive information for the specific purpose of:

- + deciding whether to issue a **policy**;
- + determining the terms and conditions of the **policy**;
- + compiling data to help develop and identify other products and services that may interest clients; and
- + handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable

- + whether the information or opinion is true or not;
- + whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

**You** have given **us** **your** consent to collect, use and disclose **your** personal and sensitive information in order to provide **you** with the relevant services and/or products.

When **you** give **us** personal information about other individuals, **we** rely on **you** to have made or make the individual aware that **you** will or may provide their personal information to **us** and the types of other parties and service providers **we** may provide it to, the relevant purposes **we** and the other parties and service providers will use it for, and how they can access it. If **you** have not done or will not do either of these things, **you** must tell **us** before **you** provide the relevant personal information to **us**.

**We** disclose personal information to other parties and service providers whom **we** believe are necessary to assist **us** and them in providing the relevant services and/or products. For example, in handling claims, **we** may have to disclose **your** personal and other information to other parties and service providers such as **our** claim management partner, other insurers, reinsurers, **loss** adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law.

**We** limit the use and disclosure of any personal information provided by **us** to them to the specific purpose for which **we** supplied it.

**We** may disclose **your** personal information to **our** insurers, reinsurers, related entities and service providers overseas where it is reasonably necessary for, or directly related to, the functions, services or activities **we** provide to **you**. When **we** transfer **your** information to other countries, including countries which may not have data protection laws that provide the same level of protection that exists in Australia, **we** will protect the information as described in this Privacy Policy.

If **you** do not provide the personal information requested and/or do not provide **us** with **your** consent to the use and disclosure of **your** personal information as **set** out in this Privacy Statement, **your** insurance application may not be accepted, or **we** may not be able to administer **your** policy.

**We** will notify **you** as soon as possible if **your** personal information is involved in a data breach that is likely to result in serious harm to **you**.

If **you** would like a copy of **our** Privacy Policy, would like to seek access to or correct **your** personal information, opt out of receiving materials **we** send, complain about a breach of **your** privacy or **you** have any query on how **your** personal information is collected, stored or used, or any other query relating to **our** handling of **your** personal information, please contact **us**.

This (insurance **policy**) is underwritten by Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance (**CGU**). **We** may disclose personal information that **we** collect from **you** to **CGU**. For further information on how **CGU** handles **your** personal information, please refer to **CGU**'s Privacy Policy, which can be found at [cgu.com.au/privacy](http://cgu.com.au/privacy), or, alternatively, **you** can also request a copy by contacting **CGU** at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 24 81.



# Fleet Motor Vehicle Insurance Policy

## Your Policy

If **we** agree to insure **you** and **you** have paid or agreed to pay **us** the premium **we** will issue a **policy schedule**. The **policy schedule** sets out information specific to **you** such as the cover **we** have agreed to provide, the **policy** period and the **policy sums insured** and **limit of liability**.

The **policy** comprises this document, the **policy schedule** and any endorsements **we** issue. They should be read together and kept in a safe place. Where **we** have agreed to enter into a **policy** with **you** it is subject to the terms, conditions and exclusions of the **policy**.

## Types of Cover

**We** offer three (3) alternative types of cover for **your vehicles**, as detailed below:

### Comprehensive Cover

Both *Section One – Loss or Damage to Your Vehicle* and *Section Two – Legal Liability* will operate;

### Third Party Fire and Theft Cover

*Section One – Loss or Damage to Your Vehicle* will apply but cover is limited to **loss** or **damage** due to theft or caused by fire, explosion or lightning and *Section Two – Legal Liability* will operate;

### Third Party Cover

*Section Two – Legal Liability* will operate. *Section One – Loss or Damage to Your Vehicle* does not apply.

The type of cover chosen will be specified in the **policy schedule** next to each **vehicle**.

# Definitions Applicable to this Policy

Words used in this **policy** that appear in **bold** have a special meaning. Whenever the following words are used in the **policy** and appear in bold they mean what is set out below. Unless the context requires another meaning, a reference to the singular includes the plural and vice versa.

**Accident or Accidental** means:

Unintended, unforeseen, fortuitous or unanticipated happening or mishap, which is not expected or designed.

**Additional Insured** means:

- + any person in charge of **your vehicle** with **your** permission;
- + any passenger in, or on, **your vehicle**;
- + **your** employer, partner or **principal of yours** when **your vehicle** is used on behalf of any of them;
- + Australian governments, local governments or statutory bodies when **your vehicle** is used on behalf of any of them; and
- + the legal representative of a deceased person covered under this **policy**.

**Aggregate Loss Limit** means:

The maximum amount payable by **you** exclusive of GST and exclusive of any **excess** applicable shown in the **policy schedule**, arising out of all **claims incurred** during the **period of insurance**.

**Agreed Value** means:

The amount (exclusive of GST) nominated by **you** that **we** have agreed to insure **your vehicle** for as shown in the **policy schedule**.

**Claims Incurred** means:

The total of all claim payments, less any recoveries received plus any outstanding payments yet to be paid during a particular period. The amount is exclusive of any applicable **excess** and exclusive of GST.

**Dangerous Goods** means:

Freight that consists of goods defined as dangerous in the **dangerous goods code**.

**Dangerous Goods Code** means:

The current Australian Code for the Transport of **dangerous goods** by Road and Rail, or explosives in the Australian Code for the Transport of Explosives by Road or Rail; or New Zealand Transport Rule: Dangerous Goods.

**Dry Hire** means:

The hiring out of **your vehicle** without a driver.

**Electronic Data** means:

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

**Event** means:

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

**Event Loss Limit** means:

The amount shown in the **policy schedule** taken into account under the **aggregate loss limit** in respect of any one **loss** or series of **losses** resulting from any one **event**.

**Excess** means:

The amounts specified in the **policy schedule** that **you** will be required to contribute in respect of any claim payable under this **policy**. Excesses shall be cumulative.

**Hire Vehicle Costs** means:

The amount paid by **you** to hire a replacement **vehicle**, but does not include running costs, any **loss** or **damage** to the hire vehicle, any insurance **excess** or other costs which **you** may be liable for under the hire vehicle agreement.

**Immediate Family** means:

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

**Liability** means:

A person's legal responsibility to pay compensation to another person.

**Loss or Damage** means:

Sudden physical loss, damage or destruction to **your vehicle** caused by an unexpected **event** not otherwise excluded by this **policy**. The physical loss, damage or destruction must occur at an identifiable time and place.

**Maintenance Float** means:

The deposit required by **us** and paid by **you** or on **your** behalf at the commencement of the **period of insurance** in respect of uninsured **losses**.

**Market Value** means:

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

**Mobile Plant** means:

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

**Modification** means:

Enhancements that affect the performance, or diminish safety, or change the characteristics of the **vehicle** beyond the manufacturer's specification.

**Monthly Invoice** means:

A detailed invoice, issued by **us** to **you** on a monthly basis, detailing all **uninsured losses** paid less all **uninsured losses** recovered. The invoice will provide details of each transaction applied to each **loss** during the previous month.

**Non-standard Accessories** means:

Accessories that were fitted as an optional extra at the factory or accessories that were fitted after the **vehicle** left the manufacturer.

**Period of Insurance** means:

The period commencing at the inception date shown in the **policy schedule** and ending at or on the expiry date shown in the **policy schedule**.

**Permanently Attached Plant** means:

A piece of equipment which cannot be easily removed and is necessary for **your vehicle** to operate in the ordinary course of **your** business. This may include a crane arm, hydraulic lifting equipment, concrete bowls, tilt trays, concrete pumping equipment, or other similar equipment.

**Personal Effects and Tools** means:

Items of clothing, personal belongings, or tools used in connection with **your** business, but not including:

- + mobile electronic devices; or
- + cheques, money, credit cards or negotiable instruments.

**Policy** means:

This document, the **policy schedule** and any attachment or memoranda affixed and any future documents issued to **you** which amends the **policy** wording or **policy schedule** which together form the insurance contract.

**Policy Schedule** means:

A numbered schedule issued by **us** which forms part of this **policy** and shows **your** policy number, the type of cover provided by the **policy** and any special terms, limits, conditions, exclusions, endorsement and any **excess**.

**Pollutant** means:

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

**Principal** means:

A person for whom **you** act as agent or representative and includes the Commonwealth of Australia or a State or Territorial Government.

**Reasonable Costs** means:

Appropriate and fair expenses which are not excessive or extreme in matters of pricing.

**Standard Accessories** means:

Means accessories that come standard with the **vehicle** at the time of manufacture.

**Sum Insured** means:

The amount (exclusive of GST) specified against each of **your vehicles** in the **policy schedule** or in other documents forming part of **your policy**.

**Third Party** means:

A person who is not **you** or is not a person to whom cover is provided directly by this **policy**.

**Tool of Trade** means:

Use of the **vehicle** or **mobile plant** for excavating, digging, grading, drilling, lifting, pumping, vacuuming or other mechanical work, other than for:

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

**Total Loss** means:

- + **we** assess that the likely cost to repair the **vehicle** plus the value of any salvage exceeds the **market value**; or
- + the **vehicle** is stolen and not recovered within a reasonable period of time as determined by **us**.

**Uninsured Losses** means:

A **loss we** handle on **your** behalf which is not insured under this **policy**.

**Uninsured Vehicle** means:

Neither the owner nor the driver of the other **vehicle** is insured against **liability** for property **damage**.

**Use of your Vehicle** means:

Use of your vehicle in connection with **your** business or occupation, or for private use.

Under Section Two only: Legal Liability, use of your vehicle also includes:

- + goods falling from it;
- + loading and unloading it, but not carrying a load (or part of a load) to or from **your vehicle**; and
- + towing a single trailer, caravan, or disabled **vehicle**.

**Valid Licence** means:

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

**Vehicle** means:

Any mechanically propelled machine, including **standard accessories** and **permanently attached plant**, that is designed to travel on wheels or self-laid tracks described in the **policy schedule** and including any **non-standard accessories** specified in the **policy schedule**.

**We, Our, Ours, Us** means:

Insurance Australia Limited ABN 11 000 016 722 AFSL 227 681, trading as CGU Insurance (**CGU**) and 360 Commercial Motor Pty Ltd ABN 78 626 251 616 (**360 Commercial Motor**) acting as agent for **CGU**.

**You, Your, Yours or Insured** means:

The person(s), companies or firms named in the current **policy schedule** as the insured.

# Section One – Damage to or Theft of Your Vehicle

## What We Cover

We will cover **you** during the **period of insurance** for **loss** or **damage** to **your vehicle** shown in the **policy schedule** as a result of an **accident**, depending on the type of cover **you** have selected. We will only do this if **your vehicle** is used with **your** permission, within Australia or New Zealand and the **loss** or **damage** arises from the **use of your vehicle**.

## What We Will Pay

If this **policy** provides cover for more than one **vehicle**, the maximum amount payable for the total of all claims arising from one **event** is \$15,000,000, unless otherwise specified in the **policy schedule**.

## Basis of Settlement

### Replacement, repair or reinstatement

Following **loss** or **damage** to **your vehicle** covered under this section, **we** may, at **our** option:

- + repair or replace **your vehicle** or make a cash payment equivalent to the cost of repairing or replacing **your vehicle**; or
- + reinstate **your vehicle** to its condition before it was **damaged**; or
- + depending on the cover **you** have chosen, pay the **market value** up to the **sum insured** of **your vehicle** shown on **your** current **policy schedule**; or
- + depending on the cover **you** have chosen, pay the **agreed value** of **your vehicle** shown on **your** current **policy schedule**.

Each year at renewal, **you** should check **your sum insured** to ensure it reflects the current **market value**. Please contact **us** to discuss updating **your sum insured**.

**Our** choice will have regard to the circumstances of **your** claim and consider any preference **you** may have.

If **we** elect to repair **your vehicle**:

- + **you** can suggest a repairer, or **we** can suggest one for **you**. If **we** do not accept **your** choice of repairer, **we** must cooperate with each other to select another repairer provided that they have the qualifications to undertake the required repairs that **you** and **we** can mutually agree on;
- + when **your vehicle** is repaired, the repairer may use reusable parts or parts that are not manufactured by a supplier to the **vehicle's** original manufacturer which:
  - are consistent with the age and condition of the **vehicle**;
  - do not affect the safety or the structural integrity of the **vehicle**;
  - comply with the **vehicle** manufacturer's specifications and applicable Australian Design Rules;

- do not adversely affect the post repair appearance of the **vehicle**; and
- do not void or affect the warranty provided by the **vehicle** manufacturer.

- + in repairing **your vehicle**, **we** may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs.

**You** will be required to pay an **excess** towards any claim (See *Claims Procedures* section).

### Total loss

When **we** have settled a claim as a **total loss**:

- + **we** will deduct any **excess** that applies to **your** claim, any outstanding premiums, and any unused portion of registration fees and compulsory **third party** insurance; and
- + the wreckage becomes **our** property; and
- + any proceeds of any salvage sale becomes **ours**; and
- + the insurance on the **vehicle** terminates without refund of premium.

## What You Are Not Covered For Under Section 1

The following exclusions apply to *Section One – Damage to or Theft of Your Vehicle*.

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

### Damage to tyres

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

### Mechanical breakdown or failure

Structural, mechanical, electrical, hydraulic or electronic breakdown or failure. However, this exclusion will not apply to **loss** or **damage** to **your vehicle**, if an **accident** occurs resulting from such breakdown or failure.

### Pre-existing

Pre-existing **damage**.

### Theft or attempted theft

**Loss** or **damage** by theft or the attempted theft of **your vehicle** during or after a fire or **accident** unless **you** have taken reasonable steps to ensure the safety of the **vehicle**.

### Vehicle deterioration

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

# Section Two – Legal Liability



## What We Cover

We will cover **you** and any **additional insured** for **liability** arising from property **damage** or bodily injury as a result of an **accident** occurring during the policy period caused by the **use of the vehicle** if it is:

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

In addition, this part of the **policy** operates for **liability** arising from property **damage** if **your vehicle** is mobile machinery that is exempt from registration, being used on a public road or on public property and carrying a legal permit for such use.

## What We Will pay

The **policy schedule** specifies as the **limit of liability**, the maximum amount **we** will pay for the total of all claims arising from one **event** being:

- + \$35,000,000; or
- + \$1,000,000 if **your vehicle** is being used for the transport of **dangerous goods** and complies with the Australian Code for the Transport of **dangerous goods** by Road or Rail, or the Australian Code for the Transport of Explosives by Road or Rail, or the New Zealand Transport rule: Dangerous Goods; or
- + if an amount is specified in the **policy schedule**, that amount.

## What You are Not Covered for Under Section 2

We will not pay for any:

### Death or bodily injury

**Liability** arising from death or bodily injury:

- + to any member of **your immediate family** or to any person ordinarily residing with **you** or with whom **you** ordinarily reside; or
- + in respect of which **you** are, or any other person is, required by law to have in force a compulsory insurance policy or be a member of a statutory compensation scheme, at the time such **liability** is incurred; or
- + in respect of which insurance is required by virtue of any statutory workers' compensation scheme; or
- + if **your vehicle** is registered in the Northern Territory of Australia or New Zealand.

### Fines or punitive damages

Fines, or any punitive, exemplary or aggravated **damages** which a court awards against **you** or another person covered under this **policy**.

### Property in care or control

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

- + employees' or visitors' **vehicles** and their contents while in a carpark owned or operated by **you**; or
- + any building that is both rented and occupied by **you**.

### Territorial limits

Claims bought in any country outside Australia or New Zealand, or in a court within Australia exercising the jurisdiction of a country other than Australia.

### Tool of trade

**Liability** caused by any **vehicle** or **mobile plant** that is being used as a **tool of trade** other than as specified in the definition of '**tool of trade**'.

### Trailer, caravan or vehicle under tow

**Damage** to any trailer, caravan or disabled **vehicle** being towed by **your vehicle** other than the limited **cover** given under *Additional Benefits Applicable to Section One 'Use of trailers'*.

# Additional Benefits

If as a result of an **event** a claim is accepted under *Section One* of this **policy**, **we** may also provide the following additional benefits, depending on the type of cover **you** have selected. Cover provided under these additional benefits is otherwise subject to the terms, conditions, exclusions, applicable to this **policy**.

## Additional Benefits Applicable to Section One – Comprehensive Only

If as a result of an **event** a claim is accepted under *Section One – Loss or Damage to Your Vehicle*, and the cover type Comprehensive is specified in the **policy schedule** for the **vehicle**, **we** will provide the following additional benefits in relation to that claim. The additional benefits will not increase the maximum sum payable under Section One beyond \$15,000,000.

### Accumulated damage

If **your vehicle** is a novated lease **vehicle** being returned, **we** will pay for the **reasonable costs** of accumulated **damage** up to \$2,500, subject to the **excess** under the **policy**.

### Acquired companies

**We** will provide Comprehensive cover to **vehicles** of any company, firm or business purchased, formed or acquired by **you** during the **period of insurance** if:

- + **you** hold a controlling interest in such company, firm or business; and
- + **you** advise **us** of **your** interest in the company, firm or business within 30 days of such purchase, formation or acquisition; and
- + where the number of additional **vehicles** exceeds 25% of the **vehicles** declared at the inception of the **period of insurance**, **you** provide **us** with the number and types of additional **vehicles insured** within 60 days of it's purchase, formation or acquisition and pay the additional premium as may be required.

The maximum **we** will pay in respect of **damage** to **vehicles** of any company, firm or business purchased, formed or acquired by **you** during the **period of insurance** is the **market value**.

### Cover for additional vehicles

**We** automatically provide comprehensive cover for any additional **vehicle** **you** acquire, purchase or lease (but not hire or borrow) during the **policy** period provided such **vehicle** are of a similar type to the **vehicles** covered at the commencement of the policy period.

The maximum **we** will pay in respect of **loss** or **damage** to any additional **vehicle**, is the **market value**, up to a maximum of \$500,000. However, if the **market value** is more than the amount **you** paid for it, then the maximum **we** will pay is the amount **you** paid for it up to a maximum of \$500,000.

### Chains, gates, dogs, ropes and tarpaulins

**We** will pay the **reasonable costs** for repair or replacing of any **loss** or **damage** to chains, gates, dogs, ropes or tarpaulins as a result of **loss** or **damage** or the theft of **your vehicle**.

### Completion of journey

**We** will pay up to \$5,000 for the **reasonable costs** of:

- + hiring another **vehicle** of similar make and model to complete the journey; or
- + returning **your vehicle's** driver and any non-fare-paying passengers to the point of departure; or
- + overnight accommodation costs if the journey cannot be completed within the day.

Following the **loss** or **damage**, if **your vehicle** cannot be safely driven.

### Disabled driver vehicle modifications

**We** will pay up to \$10,000 for the **reasonable costs** incurred to modify **your vehicle** or **your** driver's own private **vehicle**, if **your** driver is permanently disabled as a result of an **accident** involving **your vehicle**.

### Dry hire

**We** will extend cover on insured **mobile plant** during **dry hire** provided:

- + **you** have an executed contract for hire agreement in place containing a provision that the hirer will be responsible for **loss** or **damage**; and
- + the hire agreement is not subject to any **damage** waiver, or conditions restricting **our** rights of subrogation.

### Emergency repairs

- + **we** will pay up to \$3,000 for the **reasonable costs** of immediate repairs to enable **your vehicle** to be driven safely or to be moved to a place of safety following **loss** or **damage** as a result of an **accident** involving **your vehicles**.

### Emergency service costs

Following an **accident** involving **your vehicle** **we** will pay the **reasonable costs** for charges imposed on **you** by the Fire Brigade, Police or State, Federal or Local Government Emergency Services.

### Employees vehicles

**We** will provide Comprehensive cover to **your** employees or volunteers using their own **vehicles**, but only if:

- + **your** employee or volunteer is using his or her **vehicle** in the course of his or her employment or volunteering with **you**; and

- + **your** employee or volunteer has observed and fulfilled the terms and conditions of this **policy** as though **your** employee or volunteer were the **insured**; and
- + the **vehicle** is not covered under any other **policy** of insurance entered into by a **third party** or a **policy** required by law providing similar insurance as that provided.

The maximum **we** will pay in respect of **damage** to any such **vehicle** is the **market value** up to a maximum of \$50,000.

### Expediting expenses

**We** will pay fifty percent (50%) of the normal repair costs, up to a maximum of \$5,000, for the **reasonable costs** necessary to effect immediate temporary repairs or to expedite permanent repairs to **your vehicle**.

### Faultless collision excess waiver

**We** will not apply any **excess** if:

- + **your vehicle** is involved in a collision with another **vehicle**; and
- + **we** are satisfied and agree that the driver of the other **vehicle** was totally at fault; and
- + **you** provide **us** with the registration number of the other **vehicle**, and the name and address of its driver; and
- + the claim exceeds any **excesses** that would otherwise be applicable.

In order for **us** to resolve whether **you** or another person was at fault, **we** may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that may apply to the claim circumstances. If **we** are unable to determine who was at fault, the **excess** is payable by **you**.

However, this additional benefit does not apply for an **aggregate loss limit policy** or for claims handling of **uninsured losses**

### First aid expenses

Where **you** or **your** driver has been involved in an **event** causing injury to a **third party** and the **event** involves **loss** or **damage** to **your vehicle**, **we** will pay **reasonable costs** up to a maximum of \$2,500 for any one **event** towards **your** or **your** drivers first aid costs regarding the **third party**, but only to the extent that such first aid has been administered and only to the extent these costs are not medical expenses which **we** are prohibited from providing cover for under either or both of the *Health Insurance Act 1973 (Cth)* or the *Private Health Insurance Act 2007 (Cth)*.

### Funeral expenses

**We** will pay up to \$25,000 for funeral, burial or cremation expenses in the **event** of the death of **your** driver:

- + arising out of an **accident** involving **your vehicle**; and
- + occurring within twelve (12) calendar months from the date of the **accident**.

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

### General average charges

**We** will pay general average and salvage charges which are incurred whilst **your vehicle** is being transported by sea between places in Australia, provided **you** obtain **our** consent prior to the signing of any general average bond. If **you** do not obtain **our** prior consent, **we** will only pay the reasonable charges up to the amount **we** would have agreed to pay had **you** obtained **our** prior agreement.

### Immediate family expenses

If **you** or **your** driver is injured and hospitalised whilst driving **your vehicle** and the **event** is covered by this **policy**, **we** will pay **reasonable costs** up to a maximum of \$5,000 any one **period of insurance** for travel, accommodation, meals and related expenses for **you** or **your** driver's **immediate family** to visit the injured driver in hospital.

### Lease and finances vehicle pay-out

**We** will pay up to twenty-five percent (25%) of the **market value**, limited to 25% of the **sum insured** specified in the **policy schedule** for **your vehicle**, toward the discharge of **your** obligation under a lease agreement or finance agreement, if:

- + **your vehicle** is declared a **total loss**;
- + the lease or finance agreement pay-out exceeds the amount payable under the basis of **loss** settlement; and
- + **your vehicle** was not purchased via a personal loan or other form or credit.

Each year at renewal, **you** should check **your sum insured** to ensure it reflects the current **market value**. Please contact **us** to discuss updating **your sum insured**.

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

- + payments and interest in arrears at the time of **loss** or **damage**; and
- + discounts in respect of finance discharge, including interest for the unexpired term of the agreement.

### New vehicle option

If **your vehicle** is:

- + less than 24 months old from the date it was first registered; and
- + declared a **total loss**, **we** will replace **your vehicle** with a new **vehicle** of the same make and model and with the same accessories, (or if unavailable, a **vehicle** of similar make and model and with similar accessories), including registration fees, compulsory **third party** insurance, delivery charges and stamp duty.

Upon delivery of the replacement **vehicle**, **you** will need to pay:

- + any **excess** that applies to **your** claim; and
- + any outstanding premiums; and
- + the unused portion of registration fees and compulsory **third party** insurance of the **total loss vehicle**.

### Other interested parties

In the **event** of any **loss** or **damage** to a **vehicle** covered by this **policy** which is subject to a lease or other financing arrangement whereby the financier retains security over the **vehicle**, the financier will be an insured under this **policy** but only to the extent that the financier's remaining interest in the property insured under this **policy** was affected at the time of the **loss** or **damage** to the **vehicle**.

### Personal effects and tools

We will pay up to \$2,500 in total for **loss**, destruction or **damage** to **personal effects and tools** belonging to **you** or **your** employees, if the **personal effects and tools** are not otherwise **insured** under another **policy** entered into by a **third party** or a **policy** required by law, and they suffer **loss**, destruction or **damage** in an **accident** involving **your vehicle**.

### Removal of debris

We will pay up to \$50,000 for the cost necessarily incurred in the clean-up and removal of debris from **your vehicle** including debris from:

- + goods falling from **your vehicle**; or
- + the spillage, escape, or explosion of goods being carried by **your vehicle**.

### Repair guarantee

If **your vehicle** is repaired by a repairer recommended by **us**, **we** guarantee the quality of those repairs for as long as **you** own the **vehicle**.

### Replacement glass

We will pay the **reasonable cost** to repair or replace **damaged** fixed glass forming part of **your vehicle** which has a carrying capacity not exceeding 5 tonnes, where the glass is **damaged** as the result of an **accident**. No **excess** will be applied to any claim under this additional benefit.

### Replacement of locks and keys

We will pay up to \$10,000 per **vehicle** to a maximum of \$50,000 per **event** for the **reasonable costs** of replacing the key ignition barrel and all locks and keys, or re-coding of locks including associated electronic components of the **vehicle**, if **your** keys are stolen or **damaged** or there are reasonable grounds to believe **your** keys may have been illegally duplicated.

### Retrieval costs

We will pay the **reasonable costs** of removing **your vehicle** to a place of safety if **your vehicle** becomes unintentionally immobilized, bogged or stranded other than as a result of mechanical, electrical or electronic failure, impact or **accident** related **damage** during the **period of insurance**. We will not pay more than \$10,000 under this additional benefit in respect of all claims arising from one **loss** or series of **losses** arising from one **event**.

### Return of vehicle following theft

We will pay the **reasonable costs** of returning **your vehicle** to its usual place of garaging from the location **your vehicle** was recovered if **your vehicle** is recovered following theft and the **vehicle** suffered no **loss** or **damage**. We will not pay more than \$50,000 under this additional benefit in respect of all claims arising from one **event**.

### Signwriting

We will pay the **reasonable costs** of signwriting or fixed advertising signs, murals, special art work, or materials, forming a permanent part of **your vehicle** following **loss** or **damage** to **your vehicle**.

### Stamp duty for transfer of ownership

If a claim on **your vehicle** is settled as a **total loss**, **we** will pay the stamp duty and transfer fees that are due on the transfer of ownership of a replacement **vehicle** into **your** name. The amount **we** will pay will be based on the value of **your vehicle** immediately before the **loss** or **damage**.

### Taxi fares

We will pay up to \$100 for the cost of a taxi fare **you** have paid, and for which **you** have a receipt, for transport from the scene of an **accident** where **your vehicle** incurred **loss** or **damage** and requires towing.

### Trauma counselling

We will pay the **reasonable costs** for counselling for **you**, **your** drivers or their **immediate family**, if:

- + **your** death arose from the **accident** which caused the **loss** or **damage**; or
- + the death of **your** driver arose from the **accident** which caused the **loss** or **damage**; or
- + the death of any other person if it arose from the **accident** which caused the **loss** or **damage** and either **you** or **your** driver was present at the **accident** scene when it occurred.



The maximum **we** will pay for trauma counselling is \$5,000 per **event**. The trauma counselling must be directly arranged by **us**.

This additional benefit is only provided to the extent that any payment does not comprise medical expenses which **we** are prohibited from providing cover for under either or both of the *Health Insurance Act 1973 (Cth)* or the *Private Health Insurance Act 2007 (Cth)*.

### Tyre replacement

If a tyre is **damaged** and unable to be used again as a direct result of **loss** or **damage**, **we** will pay the **reasonable cost** of replacing the tyre with a new tyre of similar make and specification to the tyre that is **damaged**.

Provided that the condition of the **damaged** tyre's remaining tread conformed with all legal requirements at the time of the **loss** or **damage**, and was not recapped or retreaded.

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

**We** will pay the **reasonable costs** to repair or replace non-standard accessories or permanently attached plant, limited to 25% of the **market value** of the **vehicle** up to a maximum of \$5,000, unless otherwise stated in the **policy schedule**.

## Additional Benefits Applicable to Section One – Comprehensive or Fire and Theft Cover

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

### Hire vehicle following fire or theft

**We** will pay for the reasonable cost incurred by **you** for hiring a replacement **vehicle** of similar make and model or carrying capacity, for a period of up to 30 days from the time of the **loss** or **damage**, following notification by **you** to **us** of fire or theft of **your vehicle**.

**We** will not pay this additional benefit in respect of any period of hire continuing after **your vehicle** has been recovered and repaired, or after **we** settle **your** claim as a **total loss**.

### Towing or return of vehicle

**We** will pay the **reasonable costs** of towing **your damaged vehicle** after an **accident** to a repairer near the **accident** site or to any other place approved by **us**, and pay for the **reasonable costs** of returning **your vehicle** following its repair or recovery.

### Use of trailers

**We** will pay the **market value** of the trailer, up to a maximum of \$2,500, for **loss** or **damage** sustained by any two-wheeled or four-wheeled trailer while it is attached to **your vehicle**. **We** will not provide any cover under this extension if there is any other insurance in place covering the same **event**.

## Additional Benefits Applicable to Section Two

Where a claim has been accepted under *Section Two – Legal Liability* and subject to the exclusions listed in *Section Two under "What you are not covered for"* and all other terms and conditions of the **policy**, **we** will also pay the following additional benefits.

Provided that these additional benefits will not serve to exceed **limit of liability** as specified in the current **policy schedule**.

### Contractual liability

**We** will cover **you** for **liability** arising under any undertaking, or indemnity, given or contracted for by **you** provided that such **liability** would have attached under the **policy** in the absence of such an undertaking, or indemnity.

### Damage caused by uninsured vehicles

Where **your vehicle** is covered for Third Party only or Third Party, Fire and Theft, as specified in the **policy schedule**, **we** will pay for **loss** or **damage** to **your vehicle** caused by, or arising from, a collision with another **vehicle** (other than **vehicles** owned by **you** or under **your** control) provided that:

- + the other driver is identified; and
  - has no insurance cover in respect of **damage** caused by such **vehicle**; and
  - is substantially responsible for the **loss** or **damage**; and
- + **you** agree that **we** can recover any amount paid by **us** to **you** from the other driver on **your** behalf; and
- + **you** agree not to take separate action without **our** written consent.

The maximum amount **we** will pay under this additional benefit in respect of any one **event** is \$10,000.

### Inadvertent and unintentional failure to effect registration

We will pay for **your liability** caused by or arising out of the movement of any **vehicle** which is required to be registered or conditionally registered in accordance with the law of any State or Territory in Australia or New Zealand, but is not so registered at the time of the **loss** or **damage** as a result of **your** inadvertent and unintentional failure to effect registration or conditional registration of that vehicle.

However, the maximum amount we will pay under this additional benefit is \$100,000 for all claims in the **period of insurance**.

### Legal costs

We will pay **your** legal costs and expenses incurred with **our** written consent.

### Movement of other vehicles

We will pay for **your liability** for **damage** to **third party** property arising out of **you** lawfully moving any **vehicle** parked in a position so as to prevent or impede the loading, unloading or legitimate passage of **your vehicle**.

### Non-owned vehicles

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

- + not owned or supplied by **you**; and
- + being driven by **you** or by a person authorised by **you** in connection with **your** business; and
- + not covered under any other **policy** of insurance entered into by a **third party** or a **policy** required by law providing similar insurance as that provided under this additional benefit.

We will not pay for **your liability** for **loss**, destruction or **damage** to such **vehicle**.

### Towing disabled vehicles

We will pay for **liability** or **loss** or **damage** to a disabled **vehicle** whilst being towed by **your vehicle** for the purpose of recovery of the disabled **vehicle**, provided **you** are not performing this **vehicle** recovery for hire, reward, or to secure salvage rights.

# General Exclusions Applicable to all Sections of this Policy

These general exclusions apply to all sections of this **policy**.  
**We** will not pay:

## Asbestos

For **loss** or **damage**, or **liability** caused by, or arising directly or indirectly from the use or presence of asbestos or asbestos products or asbestos contained in any products.

## Communicable disease

For any **loss** or **damage**, or **liability** directly caused by a **communicable disease** or the threat or perceived threat of any **communicable disease**.

For the purpose of this exclusion, the following definition applies:

**Communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- + the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- + the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organism; and
- + the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

## Consequential loss

For consequential loss unless it is specifically covered under this **policy**. This means **we** will not pay for direct or indirect financial or economic loss. For example, loss of use or enjoyment, loss of profits or depreciation.

## Cyber and electronic data

For **loss** or **damage**, **liability**, claim, cost or expense directly or indirectly caused by or contributed to by:

- + errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system; or
- + any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,

provided that this exclusion will not apply to physical **loss** or **damage** directly caused by an incident or **event we cover you** for under this **policy** except if caused by vandalism or a malicious act. For example, **we** will not cover **you** if **your vehicle's** GPS or

security system cannot be used because of a cyber attack, but **we** will cover **you** for theft of **your vehicle** if it is stolen after the **vehicle's** security system is impacted by a cyber attack.

## Dangerous goods

For **loss** or **damage**, or **liability** caused by, or arising directly or indirectly from:

- + radioactive substances, in any quantity;
- + all **dangerous goods** if the manner in which they are transported does not comply with the current **dangerous goods code**, or any other applicable legislation and regulations.

## Data loss

For **loss** or **damage**, **liability**, claim, cost or expense directly or indirectly caused by or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of any data.

## Deliberate act

For **loss** or **damage**, or **liability** caused by, or arising directly or indirectly from a deliberate act ordered or carried out by **you**, or by any person acting with **your** permission, except when it is to avoid or reduce **damage** that would otherwise happen.

## Excluded driver(s)

For **loss** or **damage**, or **liability** caused by, or arising directly or indirectly from:

- + any person who does not have **your** permission to be driving **your vehicle**; or
- + any person who does not hold a **valid licence** required by law for driving **your vehicle**; or
- + any person whose driving licence is not valid in the place where **your vehicle** is being used; or
- + any person driving while under the influence of alcohol or any drug; or
- + any person driving with an illegal amount of alcohol or any drug in their blood; or
- + any person who refuses to be legally tested for alcohol or any drug; or
- + any person or group of people specified as excluded in the **policy schedule**; or
- + any unspecified person, if the **policy schedule** restricts use to specified drivers.

However, if the person driving **your vehicle** is excluded above and **you** can show that:

- + **your vehicle** was stolen or illegally driven without **your** permission; or
- + **you** could not reasonably have known that the driver was unlicensed or would be driving while affected by alcohol or a drug,

and the driver is not named as one of the Insureds, **we** will provide cover under this **policy** to the Insured, but not to the driver. In these circumstances, the driver has no protection under **your policy**.

Where possible, **we** will try to recover from the driver any amount paid to **you** or on **your** behalf.

### Lawful removal

For **loss** or **damage**, or **liability** caused by, or arising directly or indirectly resulting from the lawful seizure of **your vehicle** or the **loss of your vehicle** by any other legal process or operation of law.

### Pollutants

For **loss** or **damage**, or **liability** caused by, or arising directly or indirectly from:

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

This exclusion will not apply where the claim arises from a sudden, identifiable, unintended and unexpected **event** which takes place in its entirety at a specific time and place during the **policy** period.

### Radioactivity

**Loss** or **damage**, or **liability** caused by, or arising directly or indirectly from radioactivity, or from the use, existence or escape of nuclear fuel, material or waste, or the action of nuclear fusion.

### Sanctions

**We** will not be liable to provide any cover, pay any claim or provide any benefit under this **policy** (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose **us** to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

### Use of vehicle

For **loss** or **damage**, or **liability** caused by, or arising directly or indirectly from:

- + carrying passengers for payment other than private car sharing arrangements; or
- + driving tuition for payment; or

- + motor trade use other than servicing, repairing or testing of **your vehicle**; or
- + **use of your vehicle** for any illegal purpose; or
- + **use of your vehicle** for any race, trial, contest, stunt or experiment; or
- + letting **your vehicle** on hire to others; or
- + carrying goods unlawfully; or
- + **use of your vehicle** in underground mines, mining shafts or tunnels that are not public roads; or
- + **use of your vehicle** on premises of an airport that handles scheduled commercial flights, provided that this exclusion only applies to areas within the airport that are restricted and not accessible to the general public; or
- + **use of your vehicle** on rails, tracks or cables; or
- + **use of your vehicle** while not running solely on terra firma.

### Unroadworthy or unsafe condition

For **loss** or **damage**, or **liability** caused by, or arising directly or indirectly from the unroadworthy or unsafe condition of the **vehicle** and that condition caused or contributed to the **loss** or **damage** or **liability**.

**We** will pay if **you** prove that **you** did not know, and could not reasonably have known, of the unroadworthy or unsafe condition of the **vehicle** at the time of the **loss** or **damage** or the incurring of the **liability**.

### Vehicle overloading

For **loss** or **damage** or **liability** if **your vehicle** is being used to carry a greater number of passengers or to convey or to tow a load in **excess** of that for which **your vehicle** was designed for or permitted by law. Provided however this exclusion will not apply if:

- + the **loss** or **liability** was not caused or contributed to by such greater number of passengers or load; or
- + **you** were not aware, and could not reasonably have been aware that the carriage was in **excess** of the number of passengers or load for which it was designed or permitted by law.

### War or terrorism

For **loss** or **damage**, or **liability** caused by, or arising directly or indirectly from:

- + war or warlike activities, which includes invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or seized power; or
- + terrorism, which may include but is not limited to an act involving the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

# General Conditions Applicable to all Sections of this Policy

## Breach of Conditions

The cover provided under this **policy** will not be prejudiced by any breach or non-compliance with any policy condition by one party of the Insured to any other Insured's.

## Cancellation

### By You

**You** can cancel this **policy** at any time. To do this **you** must ask **us** in writing to cancel **your policy**. The **policy** will end when **we** receive **your** request.

### By Us

**We** can cancel this **policy** if **you** do any of the following:

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

**We** may cancel this **policy** if **you** fail to notify **us** of a change in the circumstances of the risk during the **period of insurance**.

**We** may cancel this **policy** if **you** do not do what **we** have told **you** that **you** are required to do.

**We** may only cancel **your policy** in circumstances permitted by the *Insurance Contract Act 1984 (Cth)*.

If **we** cancel this **policy**, **we** will tell **you** in writing.

## Change of Ownership

If **you** dispose of **your vehicle** or give up **your** ownership of it, **your** cover will come to an end without notice. To obtain a refund, see the Cancellation clause above.

## Cross Liability

Where more than one party comprises the Insured each of the parties shall be considered as a separate and distinct entity and the word Insured shall be considered as applying to each party in the same manner as if a separate policy has been issued to each, provided that nothing in this clause results in the increase of the **limit of liability**.

**We** will waive **our** rights of recovery in relation to any **liability** or **loss** or **damage** that would be covered by this **policy** against any party **insured** by the **policy**, however this subrogation waiver will not apply to any party insured who has been guilty of serious or willful misconduct in relation to the **liability** or **loss** or **damage**.

## Difference in Excess (Hired or Rented Vehicles)

**We** will cover any difference in the basic **excess** level of **your policy** and the **excess** level under the insurance coverage provided by the owner of the rented or hired in **vehicle**, subject to it being used in connection with **your** business and the hire agreement deems the renter or hirer to be responsible for insurance.

## Errors and Omissions

**We** will not be prejudiced by any unintentional or inadvertent omission, error or incorrect description in respect to any **vehicle** given by **you**, provided notice is given to **us** as soon as practicable upon discovery of such error, omission or incorrect description and **you** shall pay any additional premium required.

## Instalment Premium

**You** need to pay **your** annual premium or any instalments by the due date specified on **your** certificate of insurance. An instalment is unpaid if it cannot be deducted from **your** nominated account or credit card.

If **your** premium is overdue, **we** will send **you** a notice outlining the overdue amount and when it needs to be paid. If **your** premium remains unpaid after the time period specified in the notice **we** send, **we** will:

- + cancel **your policy** for non-payment; and
- + refuse to pay any claim for an incident occurring after the cancellation date.

If **you** pay by instalment, **we** will send **you** a second notice either before cancellation informing **you** of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If **you** need to make a claim when **your policy** is overdue, and before **your policy** has been cancelled for non-payment, **we** will require **you** to pay the overdue amount as part of the claim settlement process. Alternatively, where the settlement method allows, **we** can reduce the settlement payment by the overdue amount.

## Premium Adjustment Clause

At the end of each **period of insurance**, **you** must declare to **us** in writing all **your vehicles** including the **market value**, **sum insured** or **agreed value** (in accordance with the basis of cover) of each **vehicle** current as at the expiry date. If the number, type or values have changed since the beginning of the **period of insurance**, the premium will be adjusted at 50% of the difference between the premium determined as at the expiry date and the premium determined at the beginning of the **period of insurance**.

## Registration of Vehicles

The cover granted shall not be prejudiced in the **event** of the registration of the **vehicle** is cancelled or suspended as a consequence of traffic or parking fines.

## Release

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

## Return of Premium

If **your policy** is cancelled before the due date:

- + **we** will keep the premium that applies to the period that the **policy** was in force; and
- + **we** will return to **you** the premium that applies to the period from the date the **policy** ended to the due date of the **policy**.

## Subrogation Waiver

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

## Total Loss

Where a **total loss** settlement has been made and **we** decide to pay the **market value**, **agreed value** or **sum insured**, or if **we** pay for the replacement of **your vehicle**, then cover on **your vehicle** is fully used and therefore comes to an end without refund of premium.

However:

- + if **your** premium is payable by instalments, **we** will deduct the balance of the annual premium for the time remaining on **your policy** from **your total loss** settlement amount;

- + if **your** claim is for a collision and **we** are satisfied the other driver was completely at fault, **we** will allow this **policy** to continue for a replacement **vehicle**. In that **event**, **you** only pay any extra premium **We** require (because of the change in risk or circumstances or type or value of **vehicle**) for the time remaining on **your policy**. In order for **us** to resolve whether **you**, or another person, were at fault, **we** may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that may apply to the claim circumstances.

## What You Are Required to Do For Us

Failure to do any of these things may affect **our** decision to continue **your** insurance cover. Changes to the **vehicle** or circumstances of the risk may also affect **our** decision to continue **your** insurance cover.

- + **you** must pay **us** the premium for this insurance;
- + **you** must tell **us** as soon as reasonably possible of any changes to:
  - the address where **your vehicle** is normally kept; and
  - the **use of your vehicle**; and
  - regular drivers who will drive **your vehicle**.
- + **you** must tell **us** as soon as reasonably possible of any:
  - **modifications** that are made to **your vehicle**; and
  - accessories that are added to **your vehicle**; and
  - driving or criminal offences that have been committed by anyone who regularly drives **your vehicle**. **You** do not need to tell **us** about any parking offences that a regular driver may receive; and
  - drivers who regularly drive **your vehicle** that have their licence suspended, cancelled or restricted by endorsement.
- + **you** must take reasonable precautions to prevent anything that could result in a claim under this **policy**;
- + **you** must take reasonable steps to ensure that anyone doing anything on **your** behalf obeys all relevant laws;
- + **you** and anyone who is **insured** by this **policy** must comply with the conditions of this **policy**.

The course of action **we** take when **you** fail to follow these requirements will be considered in each circumstance based on what impact or effect **your** failure to comply caused or contributed to the claim or **our** decision to issue **your policy**.

## You Cannot Give Your Rights Away

**You** cannot give anyone else an interest in this **policy** without **our** written consent.

# Claims Procedures Applicable to all Sections

## Excess: When and How Much

An **excess** is the amount **you** must pay towards every claim for each **vehicle** insured by **your policy**.

**We** will reduce the amount **we** pay for **your** claim by the **excess**.

- + the **excess** amount shown on **your** current **policy schedule** applies to every claim;
- + additional **Excesses**:
  - the age **excess** and inexperienced driver **excess** amounts, if any, as shown on **your** current **policy schedule**, apply (as below) only when **your vehicle** is actually being driven by people allowed to drive. They do not apply if **your vehicle** is not being driven, or if **your** claim is for window damage only, fire, theft or storm damage.
    - I. age **excess** applies when the driver is under 25 years of age. The **policy schedule** may show different amounts for certain age groups;
    - II. inexperienced driver's **excess** applies if the driver is 25 years of age or older and:
      - + has been licensed for less than two years to drive the class of **vehicle** being driven; or
      - + is licensed but does not hold a licence issued in Australia or New Zealand.
    - III. age **excess** or inexperienced driver's **excess** does not apply to a driver holding a valid learners permit and driving the **vehicle** in accordance with the relevant State or Territory regulations. However the age **excess** or inexperienced driver's **excess** will apply to the supervising driver of the **vehicle** if the supervising driver, had they been the driver of the **vehicle**, would have been subject to the age **excess** or inexperienced driver's **excess**.
- + other additional **excesses** may be specified in the **policy schedule**;
- + **Total Excess**:  
The total excess that applies to a claim is the **excess** shown in **your** current **policy schedule**, plus any additional **excesses** that apply.

## How the Goods and Services Tax Affects Your Claim

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

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

## Making a Claim

These are things that must be done by **you** and any other person covered by **your policy**. If these conditions are not followed, **we** may refuse a claim.

The course of action **we** take when **you** fail to follow these requirements will be considered in each circumstance based on what impact or effect **your** failure to comply caused or contributed to the claim or **our** decision to issue **your policy**.

### First

- + take all reasonable steps to prevent further **loss** or **damage**;
- + ask for the names, addresses and licence numbers of any other drivers involved, and registration numbers of the other **vehicles** involved;
- + try to get the names and addresses of any witnesses;
- + if possible take photos of the **accident** scene and any **vehicle damage**;
- + any theft or deliberate **loss** or **damage** must be reported to the police as soon as reasonably possible;
- + do not admit fault, defend a claim, or make any offer or payment to anyone without **our** agreement. Allow **us** to do these things;
- + keep all **damaged** property, provided it is safe and reasonable to do so, and allow **us** to inspect if required at a reasonable time and place.

### Next

Contact **us** (or **your** insurance adviser or authorised representative) for help. Claims can be lodged by contacting **our** claims partner, Claim Central Pty Ltd T/as InsurX (Insurx) on 1300 115 854 or emailing [360commercialmotor@insurx.com.au](mailto:360commercialmotor@insurx.com.au)  
Alternatively **you** can download a claim form from [www.360uw.com.au](http://www.360uw.com.au).

### Other conditions

Promptly send **us** anything **you** receive about an incident that resulted in a claim, or might result in a claim (even if **you** are not claiming for **damage to your vehicle**).

Give **us** all reasonable help and information requested, which may include attending court to give evidence. **You** must do this even after **we** pay a claim, because **we** may try to recover **our** payment from the responsible person or **we** may want to defend a claim that some other person has made against **you**. **We** will only request information and assistance where relevant and will explain why the information and assistance is required.

Do not make any false statements in connection with **your policy** or any claim that **you** make.

## Rights of Conduct and Recovery

If **you** have a right to claim against someone else for a claim **you** made under this **policy**, **you** give **us** **your** rights to make that claim. **You** also give **us** **your** rights to conduct, defend or settle any legal action and to act in **your** name. **You** must not do anything unreasonable that **prevents us** from doing this and **you** must give **us** all the information and cooperation that **we** reasonably require. **We** will only request information and assistance that is relevant to the conduct of proceedings and will explain why the information and assistance is required. **We** will act reasonably in exercising **our** discretion in the conduct of any legal proceedings and in the settlement of any claim while **we** conduct any recovery action. **We** will keep **you** reasonably informed and updated with the progress of proceedings.

## Repair of Your Vehicle

If **we** decide to repair **your vehicle**, and subject to:

- + cover for **your vehicle** under **Section 1** being in force; and
- + the exclusions, terms and conditions of the **policy**:

## Repair Authority

- + **your vehicle** must be available for inspection by **us** at a reasonable time and place. **We** will only accept responsibility for repairs carried out under **our** signed authority.
- + if emergency repairs (without **our** signed authority) are carried out to make **your vehicle** drivable immediately after an **accident**, **we** will accept responsibility for the cost up to \$3,000. However, this is still subject to the exclusions, terms and conditions of the **policy**.

## Contribution

- + if **we** agree to additional repairs, painting or replacement parts that improve the condition of **your vehicle**, **you** must pay for the amount of the improvement.
- + **you** will not need to pay any contribution towards the cost of replacement parts if **your vehicle** and the parts being replaced are less than two years old.

## Parts Not Available in Australia

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

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



# Optional Additional Benefits

## 1. Aggregate Loss Limit

Where this optional additional benefit is shown on the **policy schedule**, the **policy** is deemed to be written as an **aggregate loss limit policy**.

It is agreed that **you** will pay all **losses** exclusive of any **excess** applicable during the **period of insurance** up to the amount of the **aggregate loss limit** shown in the **policy schedule**. **We** will pay any **losses** above the amount of the **aggregate loss limit** shown in the **policy schedule** exclusive of any **excess** applicable.

Where an **event loss limit** is shown in the **policy schedule**, only **losses** below the amount of the **event loss limit** and exclusive of any **excess** will contribute to the deterioration of the **aggregate loss limit**.

This optional additional benefit is subject to the following:

- + the **aggregate loss limit** will be adjusted at the expiry of the **period of insurance** if the total number or total value of **your vehicles** at the expiry of the **period of insurance** are higher or lower than the number or value declared at the commencement of the **period of insurance**; and
- + **you** must advise all **losses** to **us**; and
- + **we** will manage all **losses** on **your** behalf; and
- + **you** will pay the agreed **maintenance float** at commencement of the **period of insurance**; and
- + **you** will pay **us** the amount charged on the **monthly invoice** within 14 days of **you** receiving same.

## 2. Burning Cost

Where this optional additional benefit is shown on the **policy schedule**, the 'burning cost' premium will apply which comprises 4 elements:

- + the minimum premium payable;
- + the deposit premium payable;
- + the maximum premium payable; and
- + a **claims incurred** adjustment factor.

Where this optional additional benefit is shown on the **policy schedule**, it is agreed that **you** will pay a deposit premium at the commencement of the **period of insurance**. The premium will subsequently be adjusted 90 days after expiry of the **period of insurance** based on the **claims incurred** during the **period of insurance**, multiplied by the 'adjustment factor' shown on the **policy schedule**. The ultimate premium payable for the **policy** will be based on the above calculation deducting the deposit premium already paid by **you** and provided that the ultimate premium payable will be at least the amount of the 'minimum premium' and will not be more than the 'maximum premium'.

This optional additional benefit is subject to the following conditions:

### I. Losses following adjustment

Where **losses** are reported to **us** following the calculation of the ultimate premium payable as **set** out above, **you** will be required to pay any additional premium based on the **claims incurred** including those additional **losses** multiplied by the 'adjustment factor' shown on the **policy schedule** provided that the ultimate premium payable and any additional premium will be at least the amount of the 'minimum premium' and will not be more than the 'maximum premium'.

### II. Change in fleet size

The 'minimum premium' and 'maximum premium' will be adjusted in line with any change in fleet size taking into account the number of vehicles and any significant change in the fleet make up.

### III. Premium call up

**We** retain the right to require **you** to pay the difference between the deposit premium and the 'maximum premium' at any time during the **period of insurance** if **claims incurred** for the relevant period exceed 80% of the amount of the deposit premium.

### IV. Claims handling fee

Where **we** have agreed with **you** that a claims handling fee will be paid to **us** in relation to **our** handling of claims for **losses** not **insured** under this **policy** on **your** behalf and a claims handling fee is shown, **you** are required to make payment to **us** of the claims handling fee.

### V. Claims handling of uninsured losses

Where **we** handle claims for **losses** not **insured** under this **policy** on **your** behalf, whether those claims are under the amount of the **excess** or within an **aggregate loss limit policy**, **you** are required to:

- + provide an agreed **maintenance float** as shown in the **policy schedule** at the commencement of the **period of insurance**; and
- + agree to pay the amount of the **monthly invoice** within 14 days of **you** receiving same unless agreed otherwise.

### 3. Claims Experience Discount (CED)

Where this optional additional benefit is shown on the **policy schedule** it is agreed that, subject to **you** renewing this **policy** for an additional 12 months, **we** will calculate whether a refund of premium is due to **you**. **We** will make this calculation 90 days after expiry of the **period of insurance** based on the **claims incurred** at this date.

The 'Claims Experience Discount' is calculated in accordance with the factors set out in the **policy schedule**.

#### The 'Claims Experience Discount' (CED) calculation formula is:

Gross Premium x Percentage of Gross Premium, less **claims incurred**, x Percentage of Surplus, subject to a Maximum Refund Percentage.

#### Example:

Gross Premium = \$120,000  
Percentage of Gross Premium = 65%  
Percentage of Surplus = 50%  
Maximum Refund Percentage = 15%  
Claims Incurred = \$50,000

#### Example calculation:

1.  $\$120,000 \times 65\% = \$78,000$
2.  $\$78,000 - \$50,000 = \$28,000 \times 50\% = \$14,000$
3. Subject to maximum of  $\$120,000 \times 15\% = \$18,000$

The CED refund is therefore \$14,000 as it has not exceeded the Maximum Refund Percentage calculation of \$18,000.

This optional additional benefit is subject to the following condition:

#### I. Losses following adjustment

Where **losses** are reported to **us** following the calculation of the refund of premium as **set** out above, **you** will be required to repay any refunded premium based on a recalculation of the refund of premium with the **claims incurred** component of the formula including those additional **losses**.

# How a Claim Payment is Calculated

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

## Section 1 – Damage To or Theft of Your Vehicle

### Repairs to your insured vehicle

**We** decide to repair **your vehicle** and **we** choose the repairer.

The **vehicle** was towed from the scene of the **accident** to the repairer. **We** authorised the tow the towing company invoice **us** \$350. The cost of the repairs is \$5,000.

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

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

### Total loss of insured vehicle – market value

**We** decide **your vehicle** is a **total loss**.

The **market value** of the insured **vehicle** is \$25,000, which is less than the **sum insured**. The **damaged vehicle** is worth \$3,000.

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

**We** pay **you** \$21,727.27 (\$25,000 less \$2,272.73 ITC less \$1,000 **excess**).

**We** retain the **vehicle**.

### Theft of your vehicle

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

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

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

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

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

**We** decide **your vehicle** is a **total loss**. **Your vehicle** is a sedan.

The amount for which **you** are responsible under the lease agreement is \$30,000, which is greater than the **market value**. The **damaged vehicle** is worth \$3,000. The market value of the insured **vehicle** is \$28,000. The amount for which **you** are responsible under the lease agreement is less than 25% greater than the market value.

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

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

### New vehicle option

**We** decide that **your vehicle** is a **total loss**.

**Your vehicle** was only 2 months old from the commencement date of the original registration, was purchased new by **you**. The cost to **us** of a new replacement **vehicle** is \$50,000.

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

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

**You** pay **us** a \$1,000 **excess**, plus any outstanding premiums, plus any unused portion of registration and Compulsory Third Party insurance from **your vehicle** that was a **total loss**.

**We** retain the **damaged vehicle**.

## Section 2 – Legal Liability

### Damage to third party property

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

**We** have paid \$1,500 to **our** lawyers to defend the claim on **your** behalf.

**Your excess** is \$1,000.

**We** will pay the **third party** \$5,000. **We** will pay **our** lawyers \$1,500. **You** must pay **us** \$1,000 **excess**.







# 360

Commercial Motor

**NSW**

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