

# **Fleet & Heavy Haulage Product Disclosure Statement & Motor Vehicle Insurance Policy**

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This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह बतवाया गया है कि कौन-कौन से चीज़ें कवर (बीमा) में हैं और कौन-कौन से चीज़ें कवर (बीमा) में नहीं हैं तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझाने में मदद कर सकता है।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹੱਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿੱਤਾ ਗਿਆ ਹੈ ਕਿ ਕੀ ਕਵਰਡ (ਬੀਮੇ) ਦੁਆਰਾ ਕਵਰਡ (ਬੀਮੇ) ਦੁਆਰਾ ਕਵਰਡ (ਬੀਮੇ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਤਾਵੇਜ਼ ਦਿੱਤਾ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਜ਼ਰੂਰਤ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹਨ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਵਕਰਪਾ ਕਰਕੇ ਵਕਸੇ ਅਵਜ਼ਹੇ ਵਵਅਕਤੀ ਤੋਂ ਮਦਦ ਵਿੱਚੋਂ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

# Fleet & Heavy Haulage Insurance Policy

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# About this Booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how **we'll** protect **your** privacy and how to make a complaint or access **our** dispute resolution service.

The second part is **your** Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because **we** don't know **your** own personal circumstances, **you** should treat any advice in this booklet as purely general in nature. It doesn't consider **your** objectives, financial situation or needs. **You** should take into account **your** personal circumstances when considering the information provided to decide if the product is right for **you**.

This booklet is also a Product Disclosure Statement (PDS). Other documents **you** receive may comprise the PDS. **You'll** know when this happens because it'll say so in the document.

Information in this PDS might change. If the change is adverse and might affect a reasonable person's decision to buy the policy, then either a supplementary PDS (SPDS) or a new PDS will be provided at renewal.

## For More Information or to Make a Claim

Please take the time to read through this booklet and if **you** have any questions, need more information or to confirm a transaction, please contact:

- + **your** financial services provider. The contact details for **your** financial services provider are set out in the financial services guide or other documentation they give **you**.
- + full details of what **you** must do for **us** to consider **your** claim are provided in the 'Claims' section at the end of this booklet. To make a claim under this Policy please contact:
- + **your** financial services provider.

## About QBE

QBE Insurance (Australia) Limited **ABN 78 003 191 035 AFSL 239545** (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited **ABN 28 008 485 014** is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). **We** have been helping Australians protect the things that are important to them since 1886.

### QBE in the community

#### Premiums4Good™

**We** are committed to giving back to the communities that **we** operate in. Through Premiums4Good, **we** invest a portion of customer premiums into investments that have additional social or environmental features. So, when **you** choose **us** as **your** insurer, **your** premium automatically does some good.

## About Fleetsure

Fleetsure Pty Ltd **ABN 78 078 661 220, AFSL 238151**, is a specialist heavy and commercial motor vehicle underwriting agency.

Since 2001 Fleetsure has provided insurance brokers with alternative and innovative solutions for the Australian road transport industry.

Fleetsure has developed a deserved reputation in the insurance and transport industries as a leader in their chosen field.

# Important Information

In this first part of the booklet **we** explain important information about this Policy including how **we'll** protect **your** privacy and how to make a complaint or access **our** dispute resolution service.

## The amount of any claim may be reduced

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

- a. if **you** do not comply with any Policy condition;
- b. where an excess applies 'Excess' means the first amount which **you** must contribute to any claim **you** make under this Policy. Depending on the age or experience of the driver and whether a rigid body tipper or tipping trailer is insured under this Policy, **you** may have to contribute more than one excess.

Where an excess applies, the type and the amount will be shown in **your** Policy and/or **policy schedule**. If **we** accept **your** claim, **we** will deduct the excess shown in **your** current Policy and/or the **policy schedule** from any amount **we** pay under **your** claim.

There are some circumstances where an excess will not apply. Please refer to the section headed '*What you must pay if you make a claim – Excess*' in the Policy Wording.

## This product may not match your expectations

This product may not match **your** expectations (for example, because an exclusion applies). Please ask **your** financial services provider if **you** are unsure about any aspect of this product.

## Your sum insured may not be adequate

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

## The Cost of this Policy

Premium is what **you** pay **us** for this Policy. It's the amount **we** have calculated to accept the risk of insurance under this Policy as well as any taxes and government charges.

When calculating **your** premium **we** take a number of factors into account, including:

- + type of cover selected;
- + the make, model and type of the insured vehicle;
- + the places where the vehicles are garaged;
- + previous insurance and claims history of the insured person and any drivers **you** have told **us** about;
- + radius of operation from the home base of **your vehicle**;
- + the overall costs of doing business and other commercial factors.

## Information relating to premium calculation

The list of factors in 'The cost of this policy' is not exhaustive. **We** may take other factors into account and add or remove factors. The importance **we** place on the factors **we** use to calculate the premium and how the factors combine, all affect calculation of the premium. Some factors will not affect all components of the premium and not all components of the premium may be subject to discounts in the same way or at all.

How the factors combine to calculate premium may also be impacted according to **your** circumstances and other underwriting considerations. The premium determined by a combination of the factors may be adjusted up or down to reflect **your** circumstances and underwriting considerations including the risk being insured and the value of any claims. An adjustment like this may increase or decrease the premium from the combination of factors and may limit discounts.

Minimum premium and **your** previous year's premium are commercial factors that may limit premium increases and decreases from the combination of the factors and any discounts. A minimum premium is the least amount of premium **we** will accept for the insurance and factors and any discounts will not reduce the premium below minimum premium. **Your** previous year's premium is taken into account on renewal and may limit premium increases and decreases from the combination of the factors and limit discounts.

The premium **we** calculate according to the factors, **your** circumstances and other commercial factors, including taxes and government charges, will be shown on **your policy schedule**.

## Cooling Off Period

If **you** change **your** mind about **your** Policy and haven't made a claim, **you** can cancel it within 21 days of the start or renewal date and **we** will give **you** a full refund. If **you** cancel **your** Policy in these circumstances, **you** will have no cover under the Policy.

To cancel **your** Policy within the cooling off period, contact **your** financial services provider.

**You** can also cancel **your** Policy outside the cooling off period, see '*Cancelling your policy*'.

## General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit [www.insurancecode.org.au](http://www.insurancecode.org.au)

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at [www.qbe.com/au](http://www.qbe.com/au)

## Privacy

We take the security of your personal information seriously.

We will collect personal information directly from you when you deal with us, or sometimes through our agents, other companies in the QBE group or suppliers acting on our behalf. We will only ever collect the personal information we need in order to provide our services to you, such as issuing and administering our products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless we are required or permitted by law to collect it without consent. Sometimes we may store and disclose your personal information overseas. When we do this, we ensure your information is retained in accordance with the *Australian Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom we collect personal information, as well as where we store it and the ways we could use it. You can find it at [qbe.com/au/about/governance/privacy-policy](http://qbe.com/au/about/governance/privacy-policy)

If you would like to access or correct your personal information please contact us at [customercare@qbe.com](mailto:customercare@qbe.com) or on 1300 650 503.

## Complaints

We are here to help. If you are unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

### Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy, direct debit or claim. You will find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to [www.qbe.com/au](http://www.qbe.com/au)

### Step 2 – Customer Relations

If your complaint isn't resolved by the team looking after your policy, direct debit or claim, you can ask them to refer your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

You can also contact the Customer Relations team directly:

Telephone. 1300 650 503  
Fax. (02) 8227 8594  
Email. [complaints@qbe.com](mailto:complaints@qbe.com)  
Post. GPO Box 219, Parramatta NSW 2124

### Step 3 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

Telephone. 1800 931 678  
Email. [info@afca.org.au](mailto:info@afca.org.au)  
Post. GPO Box 3, Melbourne VIC 3001

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit [afca.org.au](http://afca.org.au)

## More information

**You** can find more information about how **we** deal with complaints on **our** website at [www.qbe.com/au](http://www.qbe.com/au) or **you** can call **us** on **133 723** to speak with **us** or request a copy of **our** complaints brochure at no charge by **us**.

## Complaints just about privacy

If **you're** not happy with how **we've** handled **your** personal information, call **us** on **1300 650 503** or email **us** at [customercare@qbe.com](mailto:customercare@qbe.com). If **you're** not satisfied with **our** response, **you** can contact the Office of the Australian Information Commissioner (OAIC):

Telephone. 1300 363 992  
Email. [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)  
Post. GPO Box 5218, Sydney NSW 2001

## Financial Claims Scheme

This policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. **You** may be entitled to access the FCS if **you** meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

### How to contact APRA

Telephone. 1300 558 849  
Calls from mobiles, public telephones or hotel rooms may attract additional charges.  
Online. [www.apra.gov.au/financial-claims-scheme-general-insurers](http://www.apra.gov.au/financial-claims-scheme-general-insurers)



# Policy Wording

This Policy is underwritten and issued by QBE Insurance (Australia) Limited **ABN 78 003 191 035 AFSL 239545**.

## Our Agreement

Your Policy is an agreement between **you** and **us**, made up of:

- + this Policy Wording;
- + any applicable supplementary product disclosure statement (SPDS);
- + **your policy schedule**, which sets out the cover **you** have chosen and any terms specific to **you**.

The cover under this Policy is provided during the **period of insurance**, once **you** have paid **us** your premium. There are also:

- + Conditions and exclusions which apply to specific covers or sections;
- + General exclusions, which apply to any claim **you** make under this Policy;
- + General conditions, which set out **your** responsibilities under this Policy;
- + Claims conditions, which set out **our** rights and **your** responsibilities when **you** make a claim; and
- + Other terms, which set out how this Policy operates.

### Excesses

**You** must pay any excesses which apply to **your** claim. The excesses which **you** have to pay are set out in this Policy Wording or on **your policy schedule**.

### How much we'll pay

The most **we** will pay for a claim is the sum insured which applies to the cover or section **you're** claiming under, less any excess.

## Paying Your Premium

The ways **you** can pay **your** premium, and the frequency **you** can pay it, are described below:

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

**Your policy schedule** sets out **your** premium, its due date and how **you've** chosen to pay it.

### Annual premium

**We** will let **you** know how much premium **you** need to pay **us**, how to pay it and when. If **you** pay **your** premium annually, **you** need to pay **your** premium on time to ensure **you** are covered. If **you** don't pay the premium **your** Policy may be cancelled and **we'll** write to let **you** know when this will happen.

### Instalment payments

If **you** pay **your** premium by instalment, **your policy schedule** will show the date and frequency of **your** instalments. If **your** direct debit details change **you** must tell **us** no later than seven days before **your** next instalment is due to allow **us** to process the change in time.

If **you** miss an instalment **we** will contact **you** to ask **you** to pay it or arrange to collect it from **you**. If **you** don't pay the missed instalment **your** Policy may be cancelled and **we** will write to **you** to let **you** know when this will happen.

If **you** don't pay the missed instalment and a claim arises, then **we** will deduct the missed instalment from **your** claim.

### At renewal

If **you** pay by instalments, and **you** renew **your** Policy, **we** will continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless **you** tell **us** to stop **your** direct debit.

If **you** don't want to renew, **you** must tell **us** at least 7 days before **your** Policy's end date so that **we** can arrange for the direct debit to stop in time.

### Adjustment of premium on renewal

If **you** make any changes to **your** Policy after **we** send **you** our renewal invitation, and **we** have agreed to continue to insure **you**, **we'll** send **you** an updated renewal invitation. **You'll** need to pay **us** any additional premium to ensure **your** cover is not affected.

### A claim on your policy may affect your renewal premium

If **you** have a claim, contact **us** as soon as **you** can after the incident – see *What you must do after an accident or theft*. To avoid **your** claim being delayed, reduced or refused **you** must not unnecessarily delay notifying **us** of the incident – see *What you must do after an accident or theft*. If **you** were in difficult circumstances that prevented **you** from telling **us** about the claim, let **us** know.

If **we** send **you** a renewal invitation and the premium doesn't take into account a claim on **your** Policy, **you** agree to pay **us** any additional premium **we** would have charged if **we** had known about that claim.

If **you** tell **us** about the claim before **your** renewal takes effect and **we** agree to continue to insure **you**, **we** may apply specific conditions to **your** Policy and/or recalculate **your** renewal premium and send **you** an updated renewal invitation.

If **your** Policy has already renewed, **we** may ask **you** for an additional premium. If **you're** paying in instalments, any remaining instalments will be adjusted to reflect the additional premium. If **you've** already paid **your** renewal premium in full, **you'll** need

to pay **us** any additional premium to ensure **your** cover is not affected. If **you** don't pay the additional premium by the due date then **we** may:

- + deduct the outstanding premium amount from a claim payment; or
- + cancel **your** Policy (see *Canceling your Policy*).

If it was reasonable in the circumstances for **you** to be unaware that **you** had a claim until after **we** issued **your** renewal invitation, **we** will not ask **you** to pay the additional premium for that renewal period however the claim may affect **your** future renewal premiums and/or future policy conditions.

Please note **we** may have other rights under this policy or as permitted by law, depending on the circumstances.

### If your payment details change

If the direct debit details **you** use to pay **us** change, such as **you** changing credit cards or bank accounts, **you** must tell **us** at least seven days before **your** next payment date to allow **us** to process the change in time.

## Words With Special Meaning

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, **we** will describe their special meaning in that section.

**Agreed value** means:

The amount **we** agree to insure **your vehicle** for during the **period of insurance** shown on **your policy schedule**.

It excludes GST, unless **you** are unable to claim an ITC for **your vehicle**, in which case it will include GST.

**Airfield** means:

An area of land set aside for the take-off, landing, taxiing, parking and maintenance of aircraft.

**Airside** means:

The section of an **airfield** where aircraft are situated and operated.

**Dangerous goods** means:

Goods as defined by The Australian Code of the Transport of Dangerous Goods by Road and Rail.

**Gross combination mass** means:

The maximum legally allowed weight of **your** truck and trailer combination including the goods legally carried by that combination.

**Gross vehicle mass** means:

The maximum allowed weight of **your vehicle** and the goods it can legally carry.

**Market value** means:

The cash value of a vehicle of the same age, type and condition, in **your** local area, but excluding costs and charges for registration, stamp duty transfers and any dealer warranty costs.

**MVIRI Code-approved assessor** means:

An assessor that complies with the voluntary national Motor Vehicle Insurance and Repair Industry Code as agreed by the Smash Repair and Insurance Industry Implementation Taskforce on 23 May 2006 and any changes as agreed from time to time by the Code Administration Committee.

To assess whether **your vehicle** is a **total loss**, **we** will only appoint a MVIRI Code-approved assessor.

**Period of insurance** means:

The period shown in the **policy schedule**.

**Policy schedule** means:

The schedule of insurance or any endorsement Schedule **we** give **you**.

**Pollution** means:

The presence in or introduction into the environment of a substance that causes or is likely to cause degradation of the land, resulting in actual or potential harm to the health or safety of human beings, animals or other terrestrial life or ecosystems.

**Suitable hire vehicle** means:

A hire vehicle that takes into account:

- + the type and size of the damaged vehicle
- + the ordinary daily uses of the damaged vehicle
- + whether any additional safety devices were part of the damaged vehicle, such as child seats or disability related modifications.

**Total loss** means:

**Your vehicle** will be assessed as a total loss by an MVIRI Code-approved assessor if:

- a. the cost of repairing the vehicle plus the value of the salvage (if applicable) exceeds the sum insured **agreed value** or **market value** whichever is the lesser, depending on the cover stated on the **policy schedule**; or
- b. **your vehicle** is stolen and not recovered within 14 days of the theft being reported to police.

**We, our, us** means:

QBE Insurance (Australia) Limited, **ABN 78 003 191 035 AFSL 239545**.

**You, your** means:

The person(s), companies or firms named on the current **policy schedule** as the 'Insured'.

**Your vehicle** means:

Any type of machine on wheels or self laid track made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine that is owned, hired, leased, rented, loaned, borrowed or used by **you** and declared to **us** at the beginning of the **period of insurance**.

## Types of Cover

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

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

This cover provides:

- a. insurance against theft or accidental loss or damage to **your vehicle**;
- b. additional benefits – as set out in the '*Additional benefits*' section;
- c. insurance against legal liability for damage caused by **your vehicle** to the property of other people – as described in *Section 2*.

The causes of events not covered are described under '*What you are not insured against*' and the '*General exclusions*'.

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

This cover provides:

- a. insurance only against damage to **your vehicle** caused by fire, explosion, lightning, theft or attempted theft;
- b. addition benefits – as set out in the '*Additional benefits*' section;
- c. insurance against legal liability for damage caused by **your vehicle** to the property of other people – as described in *Section 2*;
- d. insurance against damage to **your vehicle** but only if the damage is caused solely and directly by another vehicle as described under the uninsured motorist's benefit under '*Additional benefits*'.

The causes or events not covered are described under '*What you are not insured against*' and the '*General exclusions*'.

3. *Third party property damage* – *Section 1* of this Policy does not apply. *Section 2* will apply.

This cover provides:

- a. insurance against legal liability for damage caused by **your vehicle** to the property of other people – as described in *Section 2*;
- b. insurance against damage to **your vehicle** but only if the damage is caused solely and directly by another vehicle as described under the uninsured motorist's benefit under '*Additional benefits*'.

The causes or events not covered are described under '*What you are not insured against*' and the '*General exclusions*'.

4. *Own damage only* – *Section 1* of this Policy will apply. *Section 2* does not apply.

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

## Our Choice of Repairer Policy

If **we** repair **your vehicle**, **we** will recommend a QBE Accredited Smash Repairer or other licensed repairer **we** select, however **you** may choose any licensed repairer to repair **your vehicle**.

See [www.qbe.com/au](http://www.qbe.com/au) for a list of repairers with whom **we** have a supplier agreement.

If **your vehicle** is repaired by **our** recommended repairer, **we** will manage the repair process, including choosing the suitable repair method.

If **you** choose **your own** repairer, **you'll** need to:

- + get a quote from an appropriately licensed and equipped repairer of **your** choice;
- + allow **us** to assess the quote and **your vehicle** before **we** authorise repairs; and
- + allow **us** to get a quote from another repairer if **we** need one.

**We** may invite, accept, adjust or negotiate estimates or arrange to move **your vehicle** to another repairer acceptable to both of **us**.

**We** may not accept **your** repairer's estimate if **we** believe:

- + they don't have the equipment or expertise to repair **your vehicle**;
- + the scope of repairs may not be correct; or
- + their estimate is not competitive.

## Section 1: Loss, Damage or Theft of Your Vehicle

### What you are insured against

**We** cover **you** against theft, attempted theft, accidental loss or damage to the following, occurring during the **period of insurance** depending on the type of cover **you** have selected. This includes loss or damage to:

- a. **your vehicle/s** as declared to **us** at the commencement of any **period of insurance**;
- b. original manufacturer's standard accessories, standard tools, standard appliances or standard options;
- c. any additional fixed (built in) equipment or fixed accessories used for **your** business, provided that the value of such accessories are included within the sum insured for **your vehicle**.

## What we will pay

### Basis of settlement

If **your** claim is accepted, depending on the type of claim, **we** will either repair, reinstate or pay the amount of the loss of or damage to **your vehicle** and items referred to in items (b), (c) and (d) above under '*What you are insured against*', at the time of such loss or damage, provided such payment does not exceed the **market value** or the sum insured whichever is the lesser amount, or **agreed value** depending on the cover stated on the **policy schedule**.

If it is necessary to repair **your vehicle** to a better condition than it was in before the loss or damage, then **we** may ask **you** to contribute the additional amount to repair it to the better condition. If this may be necessary, **we** will talk to **you** beforehand about how **you** would like to proceed.

If **your policy schedule** has words "The **agreed value** Special Clause has been selected" endorsed on it for a particular vehicle, then if the vehicle is assessed as a **total loss** **we** won't deduce any input tax credit entitlement **you** may be entitled to from the settlement **we** pay **you**.

### Our parts policy

**We** may replace damaged parts with new, recycled, reconditioned or quality non-genuine parts that:

- + are consistent with the age and condition of **your vehicle**;
- + do not affect the safety or the structural integrity of **your vehicle**;
- + comply with the vehicle manufacturer's specifications and applicable Australian Design Rules;
- + do not adversely affect the post-repair appearance of **your vehicle**; and
- + do not void the warranty provided by the vehicle manufacturer.

If any part of **your vehicle** is damaged in an incident covered under this Policy, and is unavailable in Australia, **we** will reimburse **you** in accordance with '*What we will pay – Basis of settlement*'. Under no circumstances will **we** be liable for more than the last known manufacturer's Australian recommended list or retail price of that part from a reputable commercial retailer at the time **we** settle the claim.

### Salvage

**We** are entitled to obtain and retain any items or materials salvaged or recovered after **we** pay a claim by replacing or paying to replace any items or materials. **We** may sell the items or materials and keep the proceeds, subject to **your** right to purchase the salvage at its **market value** at the time of the damage.

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

**your** responsibilities for it. Further, **we** will provide **you** with the first right to purchase the salvage at its **market value** at the time of the damage.

### Financier

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

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

## Section 2: Third Party Liability (Applicable to Registered Vehicles Only)

### What you are insured against – damage to property

#### Property damage

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

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

#### Pollution cleanup costs

If there is no other indemnity available under this Policy, cover is extended to include **your** legal liability to cleanup or pay cleanup costs following sudden or unforeseen **pollution** or contamination of water, land or the atmosphere following an event covered under the Policy. The maximum amount **we** will pay under this clause is \$1,000,000.

#### Substitute vehicle

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

**We give you** this benefit only if:

- + one substitute vehicle is being used at any one time in place of **your vehicle**;
- + the substitute vehicle is not already covered under another insurance policy; and
- + the substitute vehicle is not owned by **you** and **you** have the owner's permission to drive the vehicle.

### Your employer's or principal's liability

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

### Your liability as principal

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

### Supplementary bodily injury

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

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

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

**We** do not provide cover:

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

- c. whilst **your vehicle** is being loaded or unloaded;
- d. if **your vehicle** is registered in the Northern Territory of Australia.

### Legal costs

Where **you** need to obtain legal advice or representation in defending or settling a claim arising out of or in relation to any one incident covered by this Policy, **we** will pay **your** reasonable legal costs and expenses. **You** will need to speak to **us** first before **you** incur those costs. **We** pay this in addition to the amount payable under '*Damage to property*' and '*Supplementary bodily injury*'.

### What we will pay

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

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

### What you are not insured against

#### Property damage – property in your care, custody or control

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

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

## Additional Benefits

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

#### Towing costs – applicable to comprehensive cover only

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

- + to the nearest repairer, or **your** preferred repairer within 200 kilometres of the place of loss or damage;
- + to a place of safety; or
- + to any other place that **we** first approve following loss or damage covered under this Policy.

### Emergency repairs – applicable to comprehensive cover only

We will cover the cost of emergency repairs up to \$3,000 where a loss covered under the Policy requires these repairs for **your vehicle** to be drivable.

### Redelivery – applicable to comprehensive cover only

We will cover **you** for up to \$5,000 to return **your vehicle** to its normal parked address, following repairs to **your vehicle** provided:

- + the repairs were required following loss or damage covered under this Policy;
- + the situation where **your vehicle** was repaired was more than 150 kilometres from **your vehicle's** normal parked address.

### Recovery costs following theft – applicable to comprehensive cover and third party fire and theft

If **your vehicle** is stolen and found we will cover **you** for up to \$10,000 to return **your vehicle** to its normal parked address.

### The cost of repatriating your driver following theft or accident – applicable to comprehensive cover only

We will cover **you** up to a maximum of \$5,000 for the reasonable costs of overnight accommodation and returning an insured driver to the point of departure or at **your** option to the driver's destination provided:

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

### Trailer cover – applicable to comprehensive cover only

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

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

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

The maximum amount we will pay is the **market value** of the trailer, limited to \$2,000.

### Automatic additions and deletions – applicable to all types of cover

We will provide cover automatically for any vehicle of a like kind or of a similar nature to vehicles already insured under this Policy which **you** purchase or lease (not hired) during the current **period of insurance** and in which **you** acquire an insurable interest from the time such insurable interest is acquired, provided:

- a. the maximum amount of cover is limited to \$500,000, per vehicle, being the purchase or the **market value** at the time of purchase, whichever is the lesser; and
- b. the premium will be adjusted at the end of the **period of insurance** for:
  - any increase or decrease in the number of vehicles; and/or
  - any increase or decrease in the asset value of **your** motor vehicles, relating to the sale or acquisition in vehicle numbers, whichever applies to the method of calculation of **your** premium at the beginning of that **period of insurance**;
- c. where the adjustment is subject to re-evaluation based on existing assets there will be no premium adjustment on those vehicles;
- d. where any vehicles, acquired by virtue of the purchase or other acquisition of, or the formation of any company or firm or business (including the purchase or acquisition of the business of any sole trader or sub-contractor) or any vehicles acquired or hired by **you** from any of **your** sub-contractors, that grow **your vehicle** numbers by 10% or more on the current numbers, will not be treated as newly acquired vehicles purchased or hired by **you**, as required by this Additional cover – Automatic additions to **your** fleet of vehicles;
- e. where the premium is to be adjusted based on a reduction of vehicle numbers there will be no refund of premium allowed unless the vehicles have been sold and are no longer owned by **you** or any subsidiary or associated company of yours. Also if **your vehicles** reduce by more than 10% then any adjustment will be based on prorate for the period of cover;
- f. the additional or return premium will be 50% of the annual premium applicable to the increase or decrease in assets and/or vehicle numbers if not otherwise stated above.

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

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

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

**We** will cover **you** up to a maximum of \$100,000 for the necessary and reasonable costs which **you** are legally liable to pay to clean up and remove any vehicle debris. This is limited to the vehicle itself and does not include any goods falling from **your vehicle**.

### Sign writing – applicable to comprehensive cover only

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

### Maritime liability – applicable to comprehensive cover only

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

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

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

**We** will not seek recovery between the persons, companies or firms named in the **policy schedule** as the insured or the persons, companies or firms **you** have entered into contracts with prior to the event.

### Non owned trailers – applicable to comprehensive cover only

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

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

The amount of the cover is limited to \$100,000 or **market value**, whichever is the lesser in total any one incident, unless a higher limited is noted on the **policy schedule** (see Special clauses).

### New vehicle replacement – applicable to comprehensive cover only

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

- + **your vehicle** is a **total loss**; and
- + **you** purchased it new from the manufacturer or their dealer, or as a demonstrator model; and
- + **your vehicle** is less than 24 months old from when it was first registered; and
- + where **your vehicle** is financed, **your** financier has given **us** written consent.

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

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

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

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

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

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

### Hire cost following theft – applicable to comprehensive cover only

If **your vehicle** is stolen **we** will cover **you** up to a maximum of \$5,000 for the reasonable costs of a **suitable hire vehicle** provided:

- + **we** do not pay for hiring charges incurred after the date of recovery of **your vehicle** if it can be driven;
- + cover stops once **we** pay a claim, or the vehicle is repaired if undrivable.

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

**We** do not pay for:

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

### Driver's personal property – applicable to comprehensive cover only

**We** will cover the loss or damage to wearing apparel and personal property (excluding tools of trade) not otherwise insured belonging to **your** driver while contained in the vehicle provided:

- a. money, securities, jewellery, furs, mobile phones, tools of trade and computers or any other electronic devices are excluded from this cover; and
- b. the maximum amount **we** will pay is limited to \$5,000 arising from any one incident.

### Lease, hire purchase or financial agreement payout – applicable to comprehensive cover only

Where:

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

**We** will pay:

- + the agreed **total loss** amount; plus
- + an additional amount of 25% of the **total loss** amount,

provided

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

### Total loss of unfinanced motorised vehicles – applicable to comprehensive cover only

Where:

- + **Your vehicle** is a sedan, station wagon, panel van, utility or 4WD with a **gross vehicle mass** of 3,500 kilograms or less, or any motorised goods carrying vehicle and;
- + **your vehicle** is assessed as a **total loss**; and
- + **your vehicle** is not subject to a lease, hire purchase or any financial agreement through a financial institution directly related to financing of the vehicle purchase; and
- + **your vehicle** is in excess of 24 months of age and less than 10 years of age from the date of original registration as a new vehicle.

**We** will pay:

- + the agreed **total loss** amount; plus
- + an amount being the lesser of \$5,000 or 20% of the **total loss** amount.

### Agreed sum insured – applicable to comprehensive cover only

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

### Funeral expenses – applicable to comprehensive cover only

As a result of an accident in an insured vehicle covered under the Policy **your** driver sustains a fatal injury, whether or not death occurs at the time of the loss **we** agree to pay for associated burial or cremation costs and include travel costs within Australia for the deceased driver, spouse and children. This benefit will not be reduced by any accident compensation and **we** will pay up to \$10,000 in total any one **period of insurance**.

### Driver accident compensation benefit – applicable to comprehensive cover only

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



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

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

### Table of compensation benefit

Disability from an injury resulting in a compensation	Compensation amount
Permanent quadriplegia	\$100,000
Permanent paraplegia	\$75,000
Permanent total disablement	\$50,000
Permanent loss of entire sight in both eyes	\$25,000
Permanent loss of entire sight in one eye	\$10,000
Permanent <b>total loss</b> of or loss of use of one limb (at or above the wrist or ankle)	\$10,000

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

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

The establishment of a permanent disability will be determined by **our** medical specialist on reasonable grounds giving appropriate weight to medical opinions provided by the injured driver.

**We** will not pay a benefit claim until the injury is stabilised, the injury is of a permanent nature and the injury is not likely to significantly improve.

Unless the injured driver undergoes all reasonable medical examinations organised by **us** in order to assess the claim, no compensation will be payable by **us**. **We** will arrange the examinations and pay associated costs incurred by the injured driver to attend, including reasonable travel expenses.

### Locks and keys – applicable to comprehensive cover only

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

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

If a claim is accepted under the Policy and **you** are legally liable for fire extinguishment costs charged by the Fire Brigade or emergency services costs, **we** will pay up to \$50,000 during any one **period of insurance** and this benefit is not subject to loss or damage to the vehicle covered under the Policy.

### Tyre replacement – applicable to comprehensive cover only

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

### Uninsured motorist's benefit – applicable to third party fire and theft or third party property damage cover only

**We** will either repair **your vehicle** to its condition immediately prior to the time of loss or pay **you** the cost of repairs to **your vehicle** resulting from accidental loss or damage to **your vehicle**, if:

- + the accident which gave rise to the claim was totally the fault of the driver of another vehicle (**you** may be able to help confirm this by providing a police report, expert reports, witness statements or photographs taken at the scene); and
- + **you** provide **us** with the registration number of the other vehicle and the name and address of the driver of the other vehicle; and
- + at the time of the loss or damage the driver of the other vehicle was not insured for their third party liability (or **we** are unable to confirm this through **our** enquiries within a reasonable period of time).

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

If **we** pay **you** the **market value** of **your vehicle**, then **your vehicle** in its damaged condition will become **our** property. Alternatively, **you** will have the first right to purchase the salvage at its **market value** at the time.

**We** will not provide this cover if **you** or any driver listed on **your policy schedule** is the owner or part-owner of the vehicle that **we** agree is responsible for the accident.

### Windscreen or window glass excess free – applicable to comprehensive cover only

If **you** sustain a loss to a windscreen or window glass only, no excess will apply if **your vehicle** is a sedan, station wagon, panel van, utility or 4WD with a **gross vehicle mass** less than 3,500 kilograms.

### Vehicle recovery costs – applicable to comprehensive cover only

Where **your** motor vehicle becomes unintentionally immobilised whilst being used as part of **your** normal business operations **we** shall cover the cost of recovery or removal toward mobilisation of **your** motor vehicle.

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

At all times **we** will pay a maximum of \$50,000 during the **period of insurance** for this additional benefit. The standard excess applies.

### Removal of load – applicable to comprehensive cover only

**We** will cover **you** for up to a maximum of \$50,000 any one event for the necessary and reasonable cost to remove the vehicles load and or cleanup the load debris for goods falling from **your vehicle** or being damaged following loss or damage to **your vehicle**. **We** do not cover any damage to **your** load.

## Special Clauses

Only those clauses that are shown on the **policy schedule** will apply.

### Burning cost

The burning cost premium has the following four elements:

- a. Maximum premium payable;
- b. Deposit premium payable;
- c. Minimum premium payable;
- d. Claims incurred adjustment factor.

Where this clause is shown on the **policy schedule** **you** will pay a deposit premium and the final annual maximum premium payable will be adjusted after 90 days from the expiry date of the contract in accordance with the following formula: All amounts both paid and outstanding by **us** in respect of claims occurring during the **period**

**of insurance**, multiplied by the claims adjustment factor shown on the **policy schedule**. The premium payable will be calculated in accordance with this formula and after taking into account the deposit premium paid, any premium due will be paid by **you** or any premium refund will be paid to **you** subject to a minimum premium and a maximum premium as agreed.

Where any losses have occurred in the **period of insurance** and are reported to **us** after the adjustment premium has been calculated **you** will be required to pay any additional premium (subject to the maximum not having been reached) based on the adjustment factor for the **period of insurance** in which the loss occurred.

'Additional benefit – Automatic additions and deletions' will be factored into adjustment of the final adjusted annual premium.

**We** will retain the right to call up the difference between the deposit premium and the maximum premium at any time during the **period of insurance** if incurred claims exceed 80% of the deposit premium.

### Claims experience discount

Where this clause is shown on the **policy schedule** should **you** renew this Policy for a further 12 months **we** will refund after 90 days of the renewal date, an amount as calculated by the following formula for the previous year, should a refund result.

The percentage shown on the **policy schedule** as (a) of the final premium paid less incurred claims less the percentage shown on the **policy schedule** as (b) of such surplus, if any, to a maximum percentage of the premium shown on the **policy schedule** as (c).

Final premium paid means premium paid for the **period of insurance** after adjustment due to changes in fleet size or to total asset value.

Incurred claims means losses paid during the **period of insurance** plus reserves for outstanding losses.

The refund is subject to all losses occurring during the **period of insurance** having been notified by **you** to **us**.

Where the claims experience has been allowed at the commencement of the contract the same formula will be applied using the premium amount as if there had been no upfront discount allowed and the insured will have to pay the difference between the actual premium due and the amount paid as the original deposit.

### Dangerous goods

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

## Radius restriction

Where this clause is shown on the **policy schedule** in respect of the vehicle excess no additional excess applies, whilst operating within the kilometre radius of **your** home, base(s) or depot(s), shown on the **policy schedule**.

## Underground pipes and cables

Where this clause is shown on the **policy schedule** Exclusion 20 under 'When **you** are not covered' is deleted and this Policy will cover **you**, under the terms and conditions of this Policy, for any liability arising out of any damage to, or as a result of damage to any underground sewers, water pipes, gas pipes, electric wire cables or their supports including any transmission cables and their supports or any other underground pipes or cables or their supports (underground services) provided **you** have ascertained the actual position of these underground services from the relevant authorities prior to commencement of any excavation.

The amount of cover provided by this clause is limited to \$100,000 any one incident. The excess for this special clause is \$1,000.

## Non owned trailers

Where this clause is shown on the **policy schedule** we will cover **your** legal liability for damage to trailers under **your** control not owned, leased or rented by **you** and belonging to a principal, provided that:

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

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

## Hire vehicle costs following an accident

Applicable to vehicles less than 3,500 kilogram **gross vehicle mass**.

If **your vehicle** is damaged in an accident which is covered under this Policy, and **your** claim is accepted, **we** will reimburse **you** for the reasonable costs of a **suitable hire vehicle** while **your vehicle** is being repaired or assessed as a **total loss**.

**We** will reimburse **you** the reasonable amount per day for hiring a like vehicle up to a total amount of \$5,000 for the period:

- + until **your vehicle** is repaired; or
- + until **we** pay **your** claim,

whichever happens first.

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

**You** will need to organise and pay for the hire car. **We** are not responsible for ensuring that a hire car is available. **We** need **you** to give **us** a copy of the rental agreement or any receipts for the hire car so that **we** can reimburse **you**.

**We** do not pay for:

- + additional hiring costs;
- + running costs, including the costs of fuel;
- + damage to the hire car;
- + any insurance, insurance excess or other costs **you** may be liable for under the hire car rental agreement.

**We** will not cover **you** under this optional benefit if:

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

## Aggregate deductible

This Policy is subject to an aggregate deductible as shown on **your policy schedule**.

Aggregate deductible means the total amount of any one claim or series of claims less the applicable standard excess/s which must be first borne by **you** during any one **period of insurance**. **We** will not be liable to make any payment under this Policy until the paid losses exceed the aggregate deductible during any one **period of insurance**.

**You** will advise all insurable losses to **us** and **we** will manage all claims on **your** behalf until the aggregate deductible is reached and standard excesses will apply only thereafter. **Your** contribution to the aggregate deductible is calculated by adding the total of all claim, reserves and settlements by **us** on **your** behalf and paid by **you** during any one **period of insurance**.

## Agreed value

Where this clause is shown on the **policy schedule**, **you** have insured **your vehicle** for **agreed value**. **We** will either replace **your vehicle** with an equivalent vehicle or pay the **agreed value** shown on the **policy schedule**.

## Other optional special clauses available

- + dry hire;
- + comprehensive non owned trailers cover;
- + employee vehicles on business use;
- + hire or loan vehicle coverage.

## General Exclusions

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

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

2. Any act(s) of terrorism

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

- involves violence against one or more persons; or
- involves damage to property; or
- endangers life other than that of the person committing the action; or
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.

3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

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

### Cyber incident

There is no cover under any section of this Policy for any claims, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with a cyber incident.

However **we** will cover physical loss of or damage to **your vehicle** resulting from:

- + damage to, failure of or unavailability of its electrical systems;
- + loss of, corruption of, or loss of access to electronic data, caused by a cyber incident, if such loss is otherwise covered by this Policy.

'Cyber incident' means:

- + an unauthorised or malicious act;
- + malware, virus, hacking, denial of service or similar mechanism;
- + programming or operator error, by **you** or anyone else,

affecting access to, use of or operation of any of **your vehicle's** electrical systems or causing loss of, corruption of, or loss of access to electronic data.

### Sanctions limitation and exclusion clause

**We** will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that to do so may expose **us** to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

### Laws impacting cover

**We** will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is unlawful for **us** to do so.

### Additional exclusions applying to all sections of this Policy

This Policy does not cover:

1. • damage to **your vehicles** tyres caused by application of brakes, punctures, cuts or bursting;
- damage, failure or breakdown of **your vehicles** structural, electrical or mechanical parts, unless caused as a result of an accident covered under the type of cover **you** have selected or by people acting maliciously;
2. loss of or damage to **your vehicle** due to depreciation, wear, tear, rust or corrosion;
3. loss of or damage to **your vehicle** or any resultant mechanical damage:
  - a. due to failure or breakdown of a structural, electrical, mechanical or electronic nature; or
  - b. to any part of **your vehicle** due to faulty design or workmanship; or
  - c. due to **you** driving the vehicle after a collision, unless **you** could not reasonably be expected to know that driving the vehicle after an accident could cause such additional damage;
  - d. caused by loss of oil or coolant unless **your vehicle** is being driven by a thief.

However, **we** will cover damage directly caused by a collision or fire, to **your vehicle**, resulting from such failure, as mentioned under 3(a) or 3(b) above.

4. loss of or damage to **your vehicle** or liability when endeavouring to evade police apprehension by **you** or any of **your** partners or directors or anyone driving **your vehicle** with **your** consent;
5. any additional costs, such as but not limited to, hire car costs (other than those covered elsewhere in this Policy), because **you** cannot use **your vehicle** even though **your vehicle** may not be available following loss or damage covered under this Policy;
6. loss of or damage to **your vehicle** or liability resulting from theft by **you**, **your** partners or directors, or **your** employees;
7. loss of or damage or liability resulting from an intentional act by **you** or anyone acting with **your** consent;
8. theft of **your vehicle** resulting from it being test driven for sale and **you** or an employee of yours did not accompany the prospective purchaser;
9. loss of or damage to **your vehicle** if reasonable steps to protect or safeguard **your vehicle** have not been taken;
10. financial or non-financial consequential loss related to damage to **your vehicle**, such as:
  - lost profits or income because **you** can't use **your vehicle**;
  - loss due to delay in repairs because a part isn't readily available;
  - any diminished value of **your vehicle** after it's been properly repaired;
11. any liability or obligation assumed by **you** under any contract, agreement or warranty which would not have otherwise arisen or been implied by law;
12. loss of or damage to **your vehicle** or liability if **your vehicle** is used in an unsafe, unroadworthy or illegal condition unless such condition could not reasonably be detected by **you**. This exclusion will not apply if the loss, damage or liability was not caused or contributed to by such unsafe, unroadworthy or illegal condition;
13. loss of or damage to **your vehicle** or liability if **your vehicle** is being driven by:
  - **you** or by any person with **your** consent who is not licensed under any relevant law to drive such a vehicle; or
  - anyone whose faculties are impaired by any drug or intoxicating liquor; or
  - anyone whose blood alcohol reading exceeds the legal limit (subject to any laws to the contrary); or
  - anyone who following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of any State or Territory in which the accident occurred.

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

Where permitted by law, **we** reserve the right to recover the amount **we** pay from the driver of **your vehicle** at the time of the loss or damage.

14. loss of or damage to **your vehicle** or liability while **your vehicle** is being used in any experiment or type of test or in preparation for or involved in racing, speed testing, reliability trial, pace making, hill climbing, trial or demonstration other than for resale purposes on public roads;
15. loss of or damage to **your vehicle** or liability if **you**:
  - carry or tow a load; or
  - carry a number of passengers.

in excess of that for which **your vehicle** was designed  
However **we** will cover **you** if the loss, damage or liability was not caused by or contributed to by any such greater load or number of passengers.
16. **your vehicle** if it has been legally seized or repossessed;
17. loss of or damage to **your vehicle** or liability while **your vehicle** is being used for conveyance of passengers for hire, fare or reward;
18. any fines, penalties, aggravated, punitive, exemplary or multiple damages;
19. loss or damage to **your vehicle** or liability for any vehicle running on rails or which is not designed to run solely on solid ground;
20. **your** liability or any resultant damage, in respect of loss or damage to any underground sewers, water pipes, gas pipes, electric wire cables or their supports including any transmission cables and their supports or any other underground pipes or cables or their supports if such damage is caused by **your vehicle** which is involved at the time in any digging or excavating;
21. **your** liability for damage to any land, buildings or other fixed property arising directly or indirectly from the removal, weakening or interference with any support or supports of such land, buildings or other fixed property, if such damage is caused by **your vehicle** which is involved at the time in any digging or excavating;
22. loss of or damage to any concrete agitator, barrel, bowl or pump and/or its fittings caused by, or arising from the hardening or setting of concrete, unless as a result of a collision the emptying of these items becomes impossible or impractical;
23. loss of or damage to **your vehicle** or liability outside Australia except where **your vehicle** is being transported by sea between Australian ports;

24. loss of or damage to **your vehicle** or liability if **your vehicle** is being driven by or in the charge of any person over the age of 80 unless **you** have told **us** about them and **we** have noted them on the **policy schedule**;
25. loss damage or liability if **your** motor cycle has an engine capacity greater than 250 cubic centimetres and is being ridden by any person under 21 years of age or a rider who has not held a full motor cycle licence for two years;
26. loss damage or liability if **your** motor cycle has an engine capacity greater than 500 cubic centimetres and is being ridden by any person less than 30 years of age or a rider who has not held a full motor cycle licence for two years;
27. loss of or damage to **your vehicle** if at the time of an incident, **your** crane was lifting, lowering, carrying or suspending a load in excess of that for which it was constructed, or for which it was licensed to lift, lower, carry or suspend;
28. liability arising out of the use of **your** crane if at the time of an incident, it is lifting, lowering, carrying or suspending any object;
29. **you** for any breakage of or damage to the boring equipment covered by this Policy while the boring machine is in operation;
30. **you** for any breakage of or damage to the blades of **your** plant and equipment covered by this Policy while such plant and equipment is in operation;
31. any liability under *Section 2: Third Party Liability*, if **your vehicle** or substitute vehicle is unregistered. However **we** will cover **your** liability in respect of the unregistered vehicle on a public road, if **you** have obtained the appropriate permit to drive the unregistered vehicle on a public road;
32. loss of or damage to **your vehicle** or liability where the transportation of any goods or substances which are mentioned as **dangerous goods**, irrespective of the quantities, are not being carried in accordance with the requirements of The Australian Code for the Transport of Dangerous Goods by Road and Rail;
33. liability arising out of the use of **your** registered vehicle, being used as a tool, or plant forming part of **your vehicle** being used as a tool, operating at any work site (excluding while the vehicle is travelling, transporting or carting goods);
34. loss of or damage to **your vehicle**, including any liability, resulting from use of **your vehicle** when let out on a dry hire basis unless **we** have agreed in writing to provide dry hire cover;
35. liability arising out of the use of **your vehicle** whilst underground in any mining activity;
36. liability arising out of the use of **your vehicle** **airside** of or at an **airfield**;
37. liability arising directly or indirectly from the existence, use, transportation, distribution, handling, mining and/or storage of asbestos or any material containing asbestos;
38. loss of or damage to any stock in trade including but not limited to vehicles for sale or on consignment;
39. loss of or damage to any vehicle accessory or appliance due to mechanical or electrical derangement;
40. where **you** or anyone using **your vehicle** with **your** permission admits fault or liability for an incident, unless **we** would have provided cover under **your** Policy anyway.

## General Conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, **we** may refuse a claim, reduce the amount **we** pay or in some circumstances **we** may cancel **your** Policy. When making a claim, **you** must have met and then continue to comply with the conditions of **your** Policy. Any person covered by **your** Policy, or claiming under it, must also comply with these conditions.

If **you**, or someone covered under **your** Policy, don't meet these conditions or make a fraudulent claim **we** may:

- + refuse to pay **your** claim or reduce what **we** pay for **your** claim;
- + cancel **your** Policy.

### Assistance and co-operation

**You** must provide reasonable assistance to **us**, including:

- + being truthful and frank at all times;
- + providing **us** with information and documents, such as proof of purchase or repair quotes, if needed;
- + telling **us** as soon as possible if **you've** been contacted by someone about an incident, such as another insurer or a third party's lawyer;
- + attending one or more interviews about the claim if **we** ask **you** to;
- + making **your vehicle** available for **us** to inspect or examine;
- + taking **your** car, or allowing **us** to take it, to a place **we** require;
- + responding to **our** requests as soon as possible.

At all times **you** must refrain from behaving in a way that's improper, hostile or threatening towards **us**, **our** representatives, **our** repairers or third parties involved in an incident. Such

behaviour may result in **our** not inviting **you** to renew **your** Policy when it expires.

If **you** don't co-operate in any of these ways, it may delay **your** claim, or **we** may reduce or refuse to pay **your** claim.

### Care and maintenance

**You** must take reasonable care to prevent damage, injury or loss. **We** won't pay for damage, injury, loss or **your** liability to which **your** failure to take reasonable care is a contributing factor.

There is also no cover if **you** or anyone using **your vehicle** admits fault or liability for an incident, unless **we** would have provided cover under **your** Policy anyway.

At all times, **you** must:

- + prevent damage to property insured, as well as to others and their property;
- + minimise the cost of any claim under **your** Policy.

There is no cover if, at the time of the incident, **your vehicle**:

- + did not meet registration requirements in **your** state or territory; or
- + was unroadworthy or in an illegal condition, unless its condition did not cause or contribute to the incident.

### Changes to your circumstances

**You** must tell **us** as soon as possible if any of the information on **your policy schedule** is incorrect or has changed. For example, **you** must tell **us** if:

- + there is any change to the use of **your vehicle(s)**; or
- + **you** have a change of address, including any changes to where **your vehicle(s)** are stored, or

there is any other change to the details listed in **your policy schedule**. If **you** don't tell **us**, **we** may reduce or refuse to pay a claim.

When **you** tell **us** about a change or request a change to **your** Policy, **we** will assess the change to the risk in accordance with **our** underwriting rules and processes. If **you** request any change to cover (for example, **you** choose to add a cover option) and **we** agree to the change, **we** will issue a new **policy schedule** and ask **you** for any additional premium.

If an additional premium is required, the change to **your** cover will only become effective when:

- + if **you** are paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
- + **you** have paid the additional premium by the due date **we** give to **you**.

If **you** don't pay the additional premium by the due date then **we** will make reasonable efforts to contact **you** using the most recent contact details **you** provided to **us**. If **we** don't receive payment of the additional premium owed, the change will not be effective and **we** will confirm this by issuing a replacement Certificate of Insurance. If **you** request any change to cover and **we** don't

agree to the change, then **we** will let **you** know and the Policy will continue unchanged.

If **you** don't pay the additional premium by the due date then **we** will make reasonable efforts to contact **you** using the latest contact details **you** provided **us**. If **we** don't receive payment of the additional premium owed, then **we** will cancel **your** Policy. **We** will use the latest contact details **you** provided **us** to notify **you** of the cancellation date, which will depend on factors including:

- + if **we** do not agree to the change then **we** will cancel **your** Policy and refund the unused portion of the premium;
- + the premium **you** have already paid on **your** Policy; and
- + the remaining **period of insurance**.

**You** will not receive a refund as **we** will use the premium **you** have already paid to delay the cancellation date by as long as possible. If **you** pay the additional premium after **we** notify **you** but before the cancellation date, then **we** will no longer need to cancel **your** Policy.

### Other interests

**You** must tell **us** of the interest of all parties (e.g. financiers, lessors or owners) who'll be covered by **your** Policy. **We** will protect their interests only if **you** have told **us** about them and **we** have noted them on **your policy schedule**.

Any person whose interests **you've** told **us** about and **we've** noted on **your policy schedule** is bound by the terms of **your** Policy.

### Claims

This section describes what **you** must do, as well as conditions that apply when **you** make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

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

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

- + take all reasonable steps to protect or safeguard **your vehicle** from further loss, damage or theft;
- + notify the police as soon as possible if **your vehicle** or any of **your** property is stolen or maliciously or intentionally damaged and provide details of the report to **us**. **We** may need the police report number to process **your** claim or **our** recovery action if there is a third party who is liable for **your** loss;
- + tell **us** or **your** financial services provider as soon as possible. **You** will be provided with a claim form and advice on what to do;
- + supply **us** with all relevant information **we** reasonably require to settle or defend the claim;
- + provide to **us** full details in writing as soon as possible after the happening of any accident or occurrence, which may become the subject of a claim under this Policy;
- + send to **us** as soon as possible any letter or communication from other parties;

- + tell **us** as soon as possible of any notice of impending prosecution or details of any inquest or official inquiry;
- + give all relevant information and assistance **we** may reasonably require to handle any claim that **you** make under this Policy.

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

If in doubt at any time, call **us** or **your** financial services provider.

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

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

- + admit liability if an accident occurs which is likely to result in someone claiming against **you**;
- + make an offer, settlement, promise or payment;
- + incur any costs or expenses without **our** written consent, in respect of a claim by **you** against **us** under this Policy;
- + authorise repairs to **your vehicle** without **our** prior consent. However **you** may authorise the fitting of an identical replacement windscreen or window glass and emergency repairs up to \$3,000, see '*Additional Benefit – Emergency Repairs*'.

### What can affect a claim

**We** will reduce the amount of a claim by the excess shown in the Policy terms and conditions or on the **policy schedule**.

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

### Contribution and other insurance

When making a claim, **you** must notify **us** of any other insurance which **you're** aware will or may, whether in whole or in part, cover any loss insured under **your** Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to **you** or any other person) which covers the same loss, damage or liability **you** must provide **us** with any reasonable assistance **we** require to make a claim for contribution from any other insurer(s).

### Cover comes to an end following total loss

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

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

The total premium is payable and non-refundable because **you** have received the benefits associated with a **total loss** claim under the Policy.

If **you** have other vehicles insured on the Policy, then **your** regular instalments will be reduced up until **your** Policy renewal date because there will be fewer vehicles to cover. This lasts until **your** Policy renewal date, which **you** can find on **your policy schedule**.

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

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

### GST

If **you** are a business **you** must tell **us** if **you're** registered, or are required to be registered, for GST. When **you** do this, **we** need **you** to give **us**:

- + **your** ABN;
- + the percentage of any input tax credit **you** will claim, or will be entitled to claim, on **your** premium.

When **we** pay a claim, **your** GST status will determine the amount **we** pay **you**. **Your** claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless **we** say otherwise, all amounts in **your** Policy are inclusive of GST. There may be other taxation implications affecting **you**, depending upon **your** own circumstances. **We** recommend **you** seek professional advice.

### Preventing our right of recovery

If **you** have agreed with or told someone who caused **you** loss, damage or liability covered by **your** Policy that **you** won't hold them responsible then, to the extent **we** have been prejudiced by this act, **we** will not cover **you** for that loss, damage or liability.

### Providing evidence and information

**You** must be able to demonstrate that **you've** suffered a loss covered by **your** Policy for **your** claim to be accepted. **We** may ask **you** for this information if **you** make a claim under **your** Policy. So **your** claim can be assessed quickly, make sure **you** keep the following records:

- + police reports;
- + medical reports;
- + proof or evidence of loss or damage;
- + proof or evidence of ownership;
- + receipts or tax invoices evidencing confirmation of the purchase of **your vehicle** and any accessories; and
- + all service and repair records.



**We** won't pay any claim when the only proof or evidence of ownership is:

- + A photograph;
- + A photocopy of any documentation;
- + A copy of information downloaded from the internet.

unless **you** also submit a statutory declaration in support of these items attesting to **you** being the owner of the item(s) **you** are claiming for.

### Our repair guarantee

**We'll** guarantee the quality of workmanship and materials used in repairs **we** authorise and manage, for as long as **you** own or lease the vehicle.

This guarantee does not apply to damage due to lack of maintenance or wear and tear (such as faded or damaged paintwork caused by exposure to the elements).

If **you** have concerns about the repairs to **your vehicle** **you** must:

- + contact **your** financial services provider, and
- + allow **us** to inspect **your vehicle** and arrange any additional repairs that **we** agree with **you** are needed.

**We** will not pay for any additional repairs **we** don't authorise.

If additional repairs are needed and it's not safe or economical to carry them out, **your vehicle** will be assessed as a **total loss**. If this happens after **your vehicle** is no longer insured with **us**, **we'll** pay its **market value**, calculated at the time **your vehicle** is assessed as a **total loss**.

### Claims administration, going to court, recovery action and legal liability claims

If **you** suffer loss or damage due to an incident for which someone else is responsible, **you** may have a legal right to recover some or all of the loss or damage from that person, including by taking legal action against them. When **we** pay a claim under **your** Policy, **we** have the right to exercise **your** legal rights in **your** name against the person responsible for the loss or damage.

**We'll** take full control of the administration, conduct or settlement of the recovery, including any legal defence. When **we** do any of these things in **your** name, it will be at **our** expense, however **you'll** need to give **us** reasonable assistance. This may include following **our** directions in relation to the conduct of any legal proceedings even after a claim has been paid. **You** must not enter into any agreement with anyone else which could limit the amount that could be recovered, including joining class action proceedings, without **our** permission.

When **we** pay a claim and some of **your** loss isn't covered by **your** Policy, **we** may offer to try to recover that loss for **you** when **we** take any steps to recover the covered loss. **We** can only do so if **you** agree to give **us** documents and statements that support **your**

loss and agree with **us** on how **we'll** handle that recovery.

**You** may also need to contribute to the associated costs if, to recover the loss for **you**, **we** need to take additional steps that **we** wouldn't otherwise need to take.

If **we** successfully recover more than **we** paid for **your** claim under **your** Policy, **we** will first keep the amount **we** paid for **your** claim and the amounts **we** paid in administrative and legal costs spent towards making the recovery. If there is any amount remaining after this, **we** will pay **you** the remainder to compensate **you** for loss that was not insured. Finally, **we** will keep any remaining amounts.

If **you've** received a benefit under **your** Policy that **you** were not entitled to, **we** reserve the right to recover from **you** the amount **we** have paid. If **we** decline a claim for fraud, **we** reserve the right to recover any amounts **we** pay to **you** under the Policy as well as **our** reasonable administration, investigation and legal costs from anyone at fault in relation to the fraud.

When **we** cover **you** for a legal liability claim, **we** may:

- + arrange for a lawyer to represent **you** or **we** may act on **your** behalf;
- + attempt to settle the claim; and/or
- + defend the claim.

**We** will decide whether to defend or settle the claim and how much to pay to settle the claim.

## Excesses

In most cases, **you** will need to contribute an amount towards the cost of any claims **you** make.

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

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

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

In regard to rigid or articulated vehicles with attached trailers then the higher excess of these vehicles will apply.

### Standard excess

The standard excess applies to all claims unless **your** Policy states that no excess applies to **your** claim. This amount is shown on the **policy schedule** as the standard excess.

### Age or inexperienced driver excess

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

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

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

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

### Age or inexperienced driver excess for Heavy Vehicles

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

Where a rigid or articulated body motor vehicle with a **gross vehicle mass** or **gross combination mass** of 12,000 kilograms or greater is, at the time of an incident, being driven by or is in the charge of a person under 21 years of age, or the person driving or in charge of the vehicle has less than two years driving experience in Australia for these vehicles at the time of the incident an excess of \$5,000 per vehicle will apply.

### Tipping excess

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

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

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

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

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

### Learner driver excess (applicable to vehicles with a gross vehicle mass less than 3,500 kilograms)

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

### When you will not have to pay an excess

This section is applicable to vehicles with comprehensive cover only.

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

- a. the claim involves a collision with another vehicle and the collision which gave rise to the claim was totally the fault of the driver of another vehicle (**you** may be able to help confirm this by providing a police report, expert reports, witness statements or photographs taken at the scene); and
- b. **you** provide **us** with the registration number of the other vehicle and the full name and address of the other driver; and
- c. the amount of **your** claim exceeds the applicable excesses under the Policy.

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

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

## Other Terms

These other terms apply to how **your** Policy operates.

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

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

### Cancelling your Policy

**You** can cancel **your** Policy at any time by telling **us**. If there are other people named as insured on **your** Policy, **we** may rely on a request from one insured to cancel **your** Policy.

**We** may cancel **your** Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date or if **you** told **us** something that **you** knew to be incorrect or untrue during **your** application for cover) by informing **you** in writing.

**We** can also cancel **your** Policy if **your** circumstances change and no longer fall within **our** underwriting rules.

**We** will give **you** notice in person or send it to **your** address (including an electronic address) last known to **us**.

If **you** have paid **your** premium in advance and **your** Policy is cancelled, **we** will refund **you** the proportion of the premium for the remaining **period of insurance**, less any non-refundable government fees, duties or charges.

If **you** make a fraudulent claim on **your** Policy, **we** can cancel it.

### Changing your Policy

Changes to this Policy only become effective when **we** agree to them and send **you** a new **policy schedule** detailing the change.

### Sending you documents

Documents relating to **your** insurance policy will be sent by post or email. Where **you** have been given the choice, they will be sent by **your** chosen delivery method and **you** can change **your** preference at any time.

It is **your** responsibility to make sure **your** contact details are current (including telephone number, email and mailing address where relevant) and **you** must update these as soon as they change.

### When there is more than one insured

When there is more than one insured on **your** Policy, **we** may treat what any one of them says or does in relation to **your** Policy or any claim under it, as said or done by each of the insureds. **We** may rely on a request from one insured to change or cancel **your** Policy or tell **us** where a claim payment should be paid. Where a payment is made to one insured under this Policy, **we** have no further obligations to any other insured regarding that payment.

### References to legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- + an act or regulation as amended, replaced or re-enacted;
- + where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.





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