



QBE Insurance (Australia) Limited

# Heavy Motor Vehicle Insurance

Product Disclosure Statement and Policy Wording



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.

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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 विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पॉलिसी 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 समझने में मदद कर सकता हो।

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 ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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## PART A - PRODUCT DISCLOSURE STATEMENT (PDS)

### INTRODUCTION

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.

Please take the time to read through this booklet and if you have any questions or need more information, please contact your financial services provider.

### WHAT MAKES UP THE POLICY

The Policy is made up of:

- this PDS and Policy Wording booklet;
- any applicable Supplementary Product Disclosure Statement (SPDS);
- the Policy application and declarations made to us at the time you take out, vary, extend, renew or reinstate the Policy;
- the Policy Schedule we issue to you; and
- any endorsement attached to and forming part of your Policy with us.

It is important that you read all Policy documents including the Policy Wording and satisfy yourself that the insurance meets your needs.

### FEATURES OF THIS POLICY

This Policy provides cover for loss or damage to your vehicle caused by or arising from an event and certain related additional benefits (see Section 1 of the Policy) and cover for your liability to third parties resulting from an event caused by, or arising out of the use of your vehicle and certain related additional benefits (see Section 2 of the Policy). Additional benefits applicable to all sections, such as the automatic addition of newly acquired vehicles, are set out in Section 3 of the Policy.

## 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.

### HOW MUCH WE INSURE YOU FOR

The sum insured for your vehicle under Section 1 will be shown in the Policy Schedule and calculated in accordance with Section 4 subject to the following provisions:

If the sum insured you select for your vehicle is, at the time of any loss or damage, less than 80% of your vehicle's market value, then the settlement you receive under Section 1 – Loss or damage to your vehicle, will be limited to the proportion that your vehicle's sum insured bears to 80% of its market value.

#### Example

Sum insured: \$200,000 Market value: \$300,000

80% of market value: \$240,000

Claim amount: \$50,000

#### **\$200,000 (sum insured)**

\$240,000 (80% of market value) x \$50,000 (Claim)

= \$41,667 (claim settlement)

Any excess(es) shown in the Policy Schedule shall be applied to the claim after the calculation of the Under Insurance Provision.

You will be responsible for the portion of the claim that we do not pay in addition to the excess that applies.

Where your vehicle is a total loss or a constructive total loss we will pay your vehicle's sum insured or market value, whichever is the lesser.

The amount of cover for third party liability is set out in Section 4 and in the Policy Schedule.

### POLICY EXCESS

You will have to contribute a sum of money which is called an excess to the amount of any claim under this Policy. The applicable excess is shown in the Policy Schedule. Additional excesses are specified in Section 6 of the Policy.

### EXCLUSIONS

The Policy will not provide insurance cover in certain circumstances. Section 5 of the Policy contains the exclusions applicable to this Policy.

### CONDITIONS

There are things that you must do. If you do not do them, we may be able to reduce or avoid our liability under the Policy. These conditions are set out in Section 6 of the Policy. For example, you must notify us with full details as soon as possible after any event which may become the subject of a claim under this Policy.

## GENERAL TERMS

There are some general terms that apply to all of the insuring clauses. These are set out in Section 7 of the Policy Wording. An example of a general term is your right of Policy cancellation.

## HOW MUCH WILL THE POLICY COST

Premium is what you pay us for this Policy. It's the amount we've 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 the cover type you have chosen for each vehicle and:

	Comprehensive cover	Third Party Property Damage cover
Information about the insured vehicle(s) such as the make, model, type and age	Yes	Yes
How each vehicle's used	Yes	Yes
The value of the vehicle(s)	Yes	No
The usual location of the insured vehicle(s)	Yes	Yes
The Standard Excess selected	Yes	Yes
Previous insurance and claims history of the insured(s) and any drivers you have told us about, and	Yes	No
The radius of operation from the usual location of the insured vehicle(s)	Yes	Yes
Endorsements and/or cover options selected	Yes	Yes
The overall costs of doing business and other commercial factors	Yes	Yes

## Information relating to premium calculation

The list of factors in 'HOW MUCH WILL THE POLICY COST' 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'll 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 'Cancellation'.

## 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 [codeofpractice.com.au](http://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 [insurancecode.org.au](http://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 [qbe.com/au](http://qbe.com/au)

## COMPLAINTS

We're here to help. If you're 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'll 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 [qbe.com/au](http://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:

<b>Phone:</b>	1300 650 503
<b>Fax:</b>	(02) 8227 8594
<b>Email:</b>	<a href="mailto:complaints@qbe.com">complaints@qbe.com</a>
<b>Post:</b>	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.

<b>Phone:</b>	1800 931 678
<b>Email:</b>	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
<b>Post:</b>	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 [qbe.com/au](http://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 [customer care@qbe.com](mailto:customer care@qbe.com). If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

<b>Phone:</b>	1300 363 992
<b>Email:</b>	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
<b>Post:</b>	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

<b>Phone</b>	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
<b>Online</b>	<a href="http://www.apra.gov.au/financial-claims-scheme-general-insurers">www.apra.gov.au/financial-claims-scheme-general-insurers</a>

## 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 [customer care@qbe.com](mailto:customer care@qbe.com) or on 1300 650 503.

## 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.

## PART B - HEAVY MOTOR VEHICLE POLICY WORDING

### DEFINITIONS

Definitions are words that have a specific meaning and such words are in bold print in the Policy Wording. The following definitions apply to your Policy:

#### **Accident, Accidental**

Means an unintended, unforeseen, unlooked-for happening or mishap, which is not expected nor designed by you and which causes Personal Injury and/or damage to, or loss of, your vehicle and/or damage to, or loss of property belonging to you and/or others.

#### **Act of terrorism**

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

#### **Dangerous goods**

Means any of the following classes of dangerous goods as defined in the Australian Dangerous Goods Code:

- Class 1 - explosive substances
- Class 2 - gases
- Class 3 - flammable liquids or substances
- Class 4 - flammable solids or substances
- Class 5 - oxidising agents or organic peroxides
- Class 6 - toxic substances
- Class 8 - corrosive liquids or substances
- Class 9 - miscellaneous dangerous goods

#### **Driver**

Means the insured or any person who is authorised by the insured to be driving, using or in charge of the insured's vehicle or substitute vehicle.

#### **Event**

Means an accident, fire or theft which is covered under this Policy.

#### **Excess**

Means the amount that you must contribute to each claim as shown in the Policy Schedule.

#### **Excluded goods**

Means explosive substances (see Dangerous goods Class 1), toxic substances (see Dangerous goods Class 6.1), radioactive substances, asbestos or related products, poly-chlorinated biphenyls (PCBs) dioxins and cancer producing or inducing substances.

#### **Hazardous goods**

See Dangerous goods.

#### **Insured**

Means the party or parties named as the insured in the Policy Schedule.

#### **Limit of liability**

Means the maximum amount that we will pay under Section 2 and is shown in your Policy Schedule.

#### **Loading or unloading**

Means the single action in which the weight of goods (or the particular portion of a consignment of goods) is transferred onto or from the vehicle.

#### **Market value**

Means the market value of your vehicle immediately prior to the loss or damage, based upon the age and condition of your vehicle excluding GST.

#### **Payload**

Means the maximum load that the vehicle is designed to carry.

#### **Period of insurance**

Means the period of insurance stated in the Policy Schedule.

#### **Personal Injury**

Means death, bodily injury, sickness, disease, shock, fright, mental injury or mental anguish.

#### **Policy application**

Means the form completed by you as the application for insurance that includes a full description and details of the items insured under this Policy.

#### **Policy Schedule**

Means the certificate of insurance attached to this Policy or any future renewal certificate which forms part of this Policy and shows your Policy number together with the important details of your cover.

#### **Substitute vehicle**

A vehicle used by you as a substitute vehicle while your vehicle is being serviced, repaired or is not driveable.

#### **Suitable hire vehicle**

A vehicle that takes into account the type and size of the stolen vehicle, the ordinary daily uses of the stolen vehicle and whether any additional safety devices were part of the stolen vehicle.

#### **Sum insured**

Means the amount specified in the Policy Schedule as the sum insured value excluding GST.

#### **Territorial limits**

Means anywhere in the Commonwealth of Australia including when being transported by vessel between ports within its territorial waters.

#### **Total loss or a constructive total loss**

Means your vehicle is stolen and not returned within 14 days of the theft being reported to police or assessed as damaged beyond economical repair.

#### **Tool of Trade**

Means any vehicle which has attached as an integral part of such vehicle any equipment for mechanical digging, scraping, grading, slashing, mowing, drilling, lifting or leveling, whilst such equipment is being used for the purpose for which it was designed.

#### **Unit**

See Your vehicle.



**We, us, our**

QBE Insurance (Australia) Limited ABN 78 003 191 035,  
AFS Licence No. 239545.

**You, your**

Means the party or parties named as the insured in the Policy Schedule.

**Your vehicle**

Means the motor vehicle(s) and/or trailer(s) described in the Policy Schedule or any endorsement issued by us.

When a prime mover, this will include its bull bar, driving lights, built-in communication devices (as identified), standard tools and attached accessories.

When a rigid body truck, this will include its bull bar, driving lights, built-in communication devices, gates, tarps, dogs, chains, binders, ring feeder or Bartlett Ball (as identified), standard tools and attached accessories.

When a trailer, this will include gates, tarps, dogs, chains, binders, ring feeder (as identified), standard tools and attached accessories.

Attached accessories include radios, telephones, recorded media players, and standard accessories or standard appliances as supplied by the vehicle manufacturer whilst attached to or within **your vehicle**.

**THE AGREEMENT**

Subject to the terms, conditions and exclusions in this Policy and provided:

- (a) you have paid us the premium; and
- (b) you have suffered loss, damage or liability caused by an event insured against; and
- (c) the event occurs within the territorial limits; and
- (d) during the period of insurance

then we will indemnify you against loss, damage and liability up to the corresponding sums insured or limits of liability stated in the Policy Schedule and Policy Wording.

**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 [qbe.com/au](http://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.

**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 'AMOUNTS PAYABLE - 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.

**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.



## SECTION 1 - LOSS OR DAMAGE TO YOUR VEHICLE

Subject to the terms, conditions and exclusions in this Policy we provide the following cover:

### COVER

We will cover you for your costs incurred arising from loss of, or damage to, your vehicle that is caused by or arises from an event that happens during the period of insurance. Our liability to you or others under this Policy shall be in accordance with the Basis of Settlement set out in Section 4 - Amounts Payable.

### COVER FOR OTHERS

Your Policy includes the interests of any party who has an insurable interest in any vehicle insured by this Policy by way of mortgage, lease, hire purchase or any other encumbrance over an insured vehicle.

### ADDITIONAL BENEFITS - SECTION 1

In addition to the cover provided above, we also provide the following additional benefits under Section 1:

#### 1. Finance protection (total loss) if:

- (a) your vehicle is damaged and assessed as not economical to repair; and
- (b) your vehicle is the subject of a lease, hire purchase agreement or other similar agreements or arrangements; and
- (c) the terms of the agreement require that you make a payment (the termination payment) to the other party to the agreement in order to terminate that agreement; and
- (d) the amount of the termination payment is greater than the amount we will pay you in respect of your vehicle, calculated in accordance with the Basis of Settlement;

then we will pay you or any other party whom you direct us to pay, the difference between the amount of the termination payment and the amount we will pay to you in respect of your vehicle calculated in accordance with the Basis of Settlement.

Provided that the maximum amount we will pay under this Additional Benefit is:

- (a) 20% of market value; or
- (b) 20% of your vehicle's sum insured whichever is the lesser.

This Finance Protection clause will not apply where loss or damage is caused directly or indirectly by theft and/or fire, other than fire as a result of impact damage.

#### 2. Removal and protection

If your vehicle suffers loss or damage that is recoverable under Section 1 of the Policy, we will pay for the reasonable cost of protection and removal of your vehicle to the nearest repairer or place of safety or to any other place approved by us.

Removal and protection expenses do not extend to the load being transported.

#### 3. Employees' personal property

If your vehicle suffers loss or damage that is recoverable under Section 1, we will also pay for any personal property of your employees that is lost or damaged in the event, up to a maximum of \$1,500 per event.

Provided that we will not pay for cash, negotiable instruments, jewellery, furs, mobile phones, tools of trade, computers or any other electronic devices belonging to your employees.

#### 4. Return of vehicle

If your vehicle has been stolen and recovered or damaged and repaired we will pay for the reasonable costs incurred by you in returning your vehicle to its normal place of garaging, up to a maximum amount of \$5,000. This sub limit applies per Unit, per event.

#### 5. Cost of repatriating driver

We will pay the reasonable cost, up to \$3,000, for returning your Driver (and offside(s) if applicable) to the point of departure or, at your option, the Driver's original destination, following an event provided:

- (a) there is a valid claim under Section 1 of the Policy; and
- (b) the loss occurred outside a radius of 100 kilometres from the point of departure.

#### 6. Hire vehicle following theft

We will reimburse you for the reasonable costs of a suitable hire vehicle following the theft of your vehicle up to a period of 14 days or up to recovery of your vehicle, whichever comes first. We will not pay more than \$3,000 under this additional benefit.

#### 7. Signwriting

When we repair your vehicle, we will pay up to \$10,000 towards the reinstatement costs of signwriting and artwork that was in existence on your vehicle at the time of the loss or damage.

#### 8. Expediting expenses

If loss or damage to your vehicle occurs that is recoverable under Section 1 of the Policy, we will pay up to \$3,000 for temporary repair costs incurred by you, or to expedite permanent repairs of the damage to your vehicle including, but not limited to, the costs of overtime and express shipping.

#### 9. Tyre Replacement

If a claim is accepted and any tyre cannot be used as a direct result of the 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.

## SECTION 2 - THIRD PARTY LIABILITY COVER FOR REGISTERED VEHICLES ONLY

Subject to the terms, conditions and exclusions in this Policy, we will pay the amount which you are held legally liable to pay as compensation for:

- (a) loss of or damage to third party property; or
- (b) **Personal Injury**; or
- (c) costs incurred as a result of fire, explosion, goods falling, leaking or spilling, in or on, or from your vehicle; or

caused by:

- (a) you; or
- (b) any person legally licenced to drive, or be in charge of your vehicle, with your permission; or
- (c) any person in or on, or getting in or on, or getting out of, or off your vehicle with your permission;

and resulting from an event occurring during the period of insurance and caused by or arising out of the use of your vehicle or the operation of Loading or Unloading your vehicle.

In the event of the death of any person entitled to indemnity under this section, the legal representative of such person shall be covered by the Policy.

### ADDITIONAL BENEFITS - SECTION 2

The following Additional Benefits are inclusive of the limits of liability for Section 2, unless otherwise stated.

#### 1. Legal Costs and authorised expenses

When an event is covered under this section, we will pay, included in the limit of liability, all legal costs and expenses incurred by you in settlement or defence of claims for compensation arising out of that event. You will need to speak to us before you incur these costs.

Provided that if the limit of liability shown in the Policy Schedule is less than the total paid, or payable, to settle or dispose of all claims that arise out of the one event, then we will only pay a proportion of the legal costs and expenses. Our proportion will be that proportion that the limit of liability represents to the total amount paid, or payable, to settle or dispose of all claims that arise out of the one event.

#### 2. Employer or principal

We will pay the amount which your employer or principal may be held legally liable to pay as compensation, resulting from an event occurring during the period of insurance, involving your vehicle and caused by you, or arising out of the temporary use of your vehicle by your employer or principal, in connection with your employer's or principal's business.

#### 3. Substitute vehicle

We will pay for your legal liability as described in Section 2 arising from a vehicle being used by you as a substitute vehicle while your vehicle is being serviced, repaired or is not driveable.

We provide you with this cover only if:

- (a) the substitute vehicle is not already insured under another insurance policy; and
- (b) the substitute vehicle is not owned by you and you have the owner's permission to drive the vehicle.

#### 4. Removal of debris - Load

We will pay for reasonable costs necessarily incurred for the clean-up and removal of your vehicle's non-hazardous debris or load arising from an event or resulting from goods falling from your vehicle, up to a maximum of \$25,000 per event or any higher amount shown in the Policy Schedule.

This Additional Benefit will only provide cover for any amount in excess of that which is insured under any carriers load insurance that may be in force.

#### 5. General average

We will pay amounts for which you are held legally responsible to contribute in respect of your vehicle, for expenses and salvage costs incurred by a ship owner, provided:

- (i) general average principles apply under maritime law; and
- (ii) the ship is sailing between places within the Commonwealth of Australia.

#### 6. Cross liability

Where you are comprised of more than one legal entity, the word 'You' shall be considered as applying to each entity as if that entity were the only entity named as you. We waive all rights of subrogation or action which we may have acquired against any such entities. The limits of liability stated elsewhere in this Policy are not affected or increased as a consequence of this condition.

## SECTION 3 - ADDITIONAL BENEFITS APPLICABLE TO ALL SECTIONS

The following additional benefits apply to all sections of this Policy.

### 7. Automatic addition of newly acquired vehicles

We will provide interim cover for a maximum 21 consecutive days, for any additional or replacement vehicle purchased, leased or hired by you (and for which you are legally liable) during the period of insurance provided that:

- (a) the vehicle is of a similar kind, use and carrying capacity to those currently insured under the Policy; and
- (b) the limit of cover which applies under Section 1 does not exceed:
  - (i) \$50,000 or the market value whichever is the lesser for vehicles under two tonnes carrying capacity; or
  - (ii) \$300,000 or the market value whichever is the lesser for all other vehicles; and
- (c) during the interim cover, you will advise details of these vehicles to enable us to provide terms of cover; and
- (d) the excess shall be the same as other similar vehicles currently insured by the Policy.

### 8. Errors and omissions

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

It is a condition of this additional benefit that it shall not override any other terms, conditions or exclusions of the policy.

### 9. Police, Fire Brigade and other authorities

This Policy extends to cover you up to a limit of \$10,000 per event for all costs levied by the following authorities and as a result of an event involving your vehicle:

- (a) Police
- (b) Fire brigade
- (c) Any other authority

This additional benefit will not cover any clean-up and removal costs levied by any authority if we have already agreed to pay you the clean-up and removal costs under additional benefit Section 2 - Removal of debris – Load.

### 10. Waiver of recourse – Public authorities

We agree to waive any subrogation rights, remedies or relief that we may ordinarily be entitled to rely upon in the case of municipal, government, or similar statutory authorities where you have waived those rights in your contract with such parties.

### 11. Acquired companies

This Policy extends to include motor vehicles in which you have an insurable interest in that arises following your purchase, acquisition or formation of any company, subsidiary or firm during the period of insurance provided that:

- (a) you declare to us the details of all such motor vehicles within 30 days of the attachment of your insurable interest and agree to pay any additional premium that may be required; and
- (b) the limit of cover which applies under Section 1 does not exceed:
  - (i) \$50,000 or the market value whichever is the lesser for vehicles under two tonnes carrying capacity; or
  - (ii) \$300,000 or the market value whichever is the lesser for all other vehicles; and
- (c) the excess shall be the same as other similar vehicles currently insured by the Policy.

It is a condition that this additional benefit shall only operate to the extent that such motor vehicles are not otherwise insured.

## SECTION 4 - AMOUNTS PAYABLE

### BASIS OF SETTLEMENT - SECTION 1

For claims under Section 1 - Cover for loss or damage to your vehicle, the following basis of settlement applies:

- (a) We will either repair, reinstate or replace your vehicle or pay you the amount of the loss or damage, provided the payment does not exceed the lesser of its market value at the time of loss or damage or the sum insured for your vehicle stated in the Policy Schedule.
- (b) If your vehicle becomes a total loss or a constructive total loss within twenty four (24) months of the inception date of its original registration, we agree to replace your vehicle with a new vehicle (excluding on road costs which include Stamp Duty, Dealer delivery costs, Registrations costs, CTP Insurance and other insurance costs), where an equal model is available. For the purposes of this section we will only pay up to your vehicle's sum insured stated in the Policy Schedule.
- (c) If you choose not to replace your vehicle or if replacement with an equal model is not possible then settlement will be either your vehicle's market value at the time of loss or damage or its sum insured stated in the Policy Schedule, whichever is the lesser.
- (d) When we make a total loss or a constructive total loss settlement, the cover provided in this Policy for your vehicle immediately stops.

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.

Notwithstanding anything mentioned in paragraph a), b) and c) above, the maximum amount we will be liable to pay for any claim or series of claims for loss or damage to your vehicle under Section 1 of this Policy that is caused by or arises out of one event shall be \$10,000,000 in the aggregate.

### UNDER INSURANCE (AVERAGE PROVISION) - SECTION 1

If the sum insured you select for your vehicle is, at the time of any loss or damage, less than 80% of your vehicle's market value, then the settlement you receive under Section 1 – Cover for loss or damage to your vehicle will be limited to the proportion that your vehicle's sum insured bears to 80% of its market value.

#### Example

Sum insured: \$200,000 Market value: \$300,000

80% of market value: \$240,000

Claim amount: \$50,000

**\$200,000 (sum insured)**

\$240,000 (80% of market value) x \$50,000 (Claim)

= \$41,667 (claim settlement)

Any excess(es) shown in the Policy Schedule shall be applied to the claim after the calculation of the Under Insurance Provision.

You will be responsible for the portion of the claim that we do not pay in addition to the excess that applies.

Where your vehicle is a total loss or a constructive total loss we will pay your vehicle's sum insured or market value, whichever is the lesser.

### LIMIT OF LIABILITY - SECTION 2

Our total liability under this Section 2 is the amount shown as the limit of liability in the Policy Schedule, for all claims arising from the one event or series of events resulting from the one original cause.

### LIMIT OF LIABILITY - SECTION 2 FOR HAZARDOUS OR DANGEROUS GOODS

If your vehicle is being used for, or is attached to, or is towing a vehicle used for the transport of Hazardous or dangerous goods, unless otherwise shown in the Policy Schedule, our total liability under Section 2 is limited to \$1,000,000. This limit includes all costs and expenses, including clean up costs, for all claims arising from the one event, or series of events resulting from the one original cause.

## SECTION 5 - EXCLUSIONS

### EXCLUSIONS APPLICABLE TO ALL SECTIONS

We will not pay:

1. if your vehicle is driven by you or any other person who is not licenced to drive such a vehicle under all relevant laws, by-laws and regulations and whom you knew, or ought reasonably to have known, was not so licenced to do so by law.
2. when your vehicle is being driven by, or is in the charge of, any person:
  - (a) under the influence of alcohol, or drugs; or
  - (b) who is driving while the percentage of alcohol in the blood is at a level prohibited by the law of the state or territory in which the Driver was driving or in charge of your vehicle; or
  - (c) who refuses to provide or allow the taking of a sample of breath, blood, or urine for preliminary testing or for analysis as required by the law of the state or territory in which the Driver was driving or in charge of your vehicle.

We will pay if you did not know, and could not reasonably have known, that the person driving or in charge of your vehicle, was so affected.

3. (i) if your vehicle is used to carry a greater number of passengers or convey or tow or carry a Payload in excess of that for which your vehicle was constructed.  
(ii) If your vehicles' crane was lifting, lowering, carrying or suspending a load in excess of that which it what constructed or licensed for.

We will however pay if the loss, damage or liability was not caused or contributed to by such greater load.

4. if your vehicle is used in an unsafe or un-roadworthy condition, unless such condition could not reasonably be detected by you. We will pay if the loss, damage or liability was not caused or contributed to by the unsafe or un-roadworthy condition of your vehicle.
5. if any loss, damage or liability was caused by, arose out of, or was connected with any fraudulent or illegal act, or wilful or malicious act or misconduct committed by you or by anyone acting on your behalf with your consent.
6. if the loss, damage or liability is directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
7. if your vehicle is used in connection with the motor trade, experiments, tests, trials, and demonstration or driven on any road, track or area which is closed for use to the general public.
8. if your vehicle is used for conveyance of passengers for hire, fare or reward.
9. if your vehicle is used in, participates in, or is being tested or prepared for any motor sport.
10. if your vehicle is being used as a locomotive and rolling stock (not including road going vehicles with 'wind down' rail wheels that may traverse railway lines).
11. any loss, damage or liability incurred if your vehicle does not run solely on terra firma.

12. any loss, damage or liability incurred whilst your vehicle is underground, however this limitation shall not apply to your vehicle while travelling through road tunnels or while parked or engaged in loading or unloading goods in a below ground parking facility or loading dock.

13. any loss, damage or liability intentionally caused by you or a person acting with your express or implied consent.

14. any loss, damage or liability incurred whilst your vehicle is subject to any agreement of hire or is leased or let by you to any other party.

15. any loss, damage or liability caused by or arising out of any nuclear energy risks being operations employing the process of nuclear fission or fusion or handling of radio-active material which operations include but are not limited to:

- (a) the use of nuclear reactors such as atomic piles, particle, particle accelerators or generators or similar devices, or
- (b) the use handling or transportation of radioactive materials, or
- (c) the use handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion.

This exclusion shall not apply to insurances of occupational risks arising from radioisotopes or radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

16. for any loss damage liability or expense you assume by express agreement, unless such liability would have attached in the absence of that express agreement.

17. any loss, damage or liability incurred if your vehicle is outside the territorial limits.

18. any loss, damage, liability or expense caused by:

- (a) vibration from you using your vehicle; or
- (b) the weight of your vehicle or its load exceeding any lawful requirements.

19. any loss, damage or liability caused from the use of a fuel system in your vehicle which does not comply with the relevant Australian standard OR loss, damage or liability caused from the use of incorrect fuel.

20. We shall not be liable to indemnify you for any claim directly or indirectly out of or caused by, or through, or in connection with or resulting directly from, in consequence of or in any way involving the manufacture, mining, processing, distribution, transportation, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or silica or materials or products containing asbestos or silica.

21. any claim if any fraudulent means or devices have been used by you, or anyone acting on your behalf, to obtain a benefit under this Policy.

22. for loss or liability arising from the use of a tool of trade other than whilst in transit or whilst being used for transport or haulage.

23. loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with:

- (a) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss; and/or
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

24. any fines, penalties, aggravated exemplary or punitive damages or liquidated damages.



### 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

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.

### EXCLUSIONS APPLICABLE ONLY TO SECTION 1 - LOSS OR DAMAGE TO YOUR VEHICLE

We will not pay for:

1. loss incurred by you as a consequence of an inability to use your vehicle following an event.
2. damage to the tyres of your vehicle by application of brakes or by road punctures, cuts or bursts.
3. theft of or from your vehicle following an event if reasonable steps to protect or safeguard your vehicle have not been taken by you.
4. financial or non-financial consequential loss related to damage to your vehicle, such as:
  - (i) loss due to delay in repairs because a part isn't readily available
  - (ii) any diminished value of your vehicle after it's been properly repaired.
5. loss resulting from or occasioned by an insured named in the Policy Schedule stealing, converting, absconding with or otherwise misappropriating your vehicle.
6. wear and tear, mechanical structural or electrical breakdown or failure, rust or other forms of corrosion.
7. depreciation or any other loss of value to your vehicle.
8. loss or damage occasioned by lawful seizure or by any person lawfully repossessing or attempting to lawfully repossess your vehicle where your vehicle is used as security for a debt.
9. fixing faulty repairs, unless they were repairs done under this Policy and we agreed to them and they were carried out in relation to a claim.

10. loss or damage to any agitator, barrel, bowl or tanker trailer or pump and their fittings caused by the hardening or setting of concrete or bitumen, unless you, your driver or any other covered persons have taken all reasonable steps to remove the concrete or bitumen from the vehicle.

### EXCLUSIONS APPLICABLE ONLY TO SECTION 2 - THIRD PARTY LIABILITY

We will not pay for claims arising from:

1. any liability when your vehicle is being used for the cartage of excluded goods.
2. loss or damage to goods or property entrusted to you or your employees for storage and or transportation.

For the purposes of this Exclusion 2 only, property or vehicles belonging to employees or visitors whilst contained within:

- (a) your car park; or
  - (b) your premises; or
  - (c) premises leased or rented by you are not deemed to be in your custody or control.
3. **Personal injury** to any person caused by, arising out of or sustained in the course of, the employment of such person by you, or any other liability imposed on you by:
    - (a) any workers compensation or accident compensation legislation; or
    - (b) the provision of any industrial award, agreement or determination or any contract of employment or workplace agreement.
  4. **Personal injury:**
    - (a) to you or any person in charge of your vehicle; or
    - (b) to any member of your family or to any person ordinarily residing with you or with whom you ordinarily reside; or
    - (c) to any employee, agent, contractor, or sub-contractor employed or engaged by any person entitled to indemnity under this Policy.
  5. **Personal injury:**
    - (a) caused by or arising in connection with the use of a Northern Territory registered vehicle.
    - (b) caused by or arising in connection with the use of a New South Wales or Queensland registered trailer attached to your vehicle or having become accidentally detached at the time of event resulting in personal injury.
  6. **Personal injury:**
    - (a) to the extent that you or any person using your vehicle with your consent is entitled to indemnity, whether wholly or partially, under any compulsory statutory insurance scheme or accident compensation scheme; or
    - (b) to the extent that you or any person using your vehicle with your consent would have been entitled to compensation under such a scheme were it not for the failure to:
      - (i) insure or register your vehicle; or
      - (ii) to lodge a claim in accordance with its requirements; or
      - (iii) comply with any of its terms and conditions.

7. any pollution other than as provided for in Limit of liability - Section 2– Hazardous or dangerous goods.
8. any liability arising out of the use of your vehicle on or near the areas of airfields set aside for 'Aircraft operations'. Aircraft operations includes but is not limited to taxiing, taking off, landing, parking, re-fuelling, loading and unloading of passengers and/or goods.
9. any liability caused by, arising from or in any way connected with the use of your vehicle if it is unregistered at the time of the event giving rise to the claim.

## SECTION 6 - CONDITIONS

If you do not comply with the conditions of this Policy we may be entitled to cancel your Policy or refuse to pay your claim or reduce the amount of the claim payment.

### PREMIUM

You must pay your premium as per the requirements set out in the Policy Schedule.

### CLAIMS PROCEDURES

**You** and any person entitled to cover under this Policy must:

1. notify us with full details as soon as possible after any event which may become the subject of a claim under this Policy.
2. send us as soon as possible any communication received from other parties in relation to any event which may become the subject of a claim under this Policy.
3. tell us without delay on becoming aware of any impending prosecution in relation to any event which may become the subject of a claim under the Policy.
4. provide all relevant information and cooperation which we may reasonably require, including signing any statutory declaration or any data from any electronic recording device or other documents.
5. not admit guilt or liability or negotiate any claim without our written consent.
6. allow us to handle the conduct, defence and settlement of any claim.
7. subject to the *Insurance Contracts Act 1984*, help us to recover any money paid by us from any person whom you may be able to hold liable. We will have the right to take any action in your name.
8. not authorise repairs other than expediting expenses to your vehicle without our written consent. We will however pay for any expediting expenses covered by Additional benefits – Section 1 (8).
9. notify the police as soon as possible after you have become aware of the theft or malicious damage to your vehicle, 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.
10. be honest and open in your dealings with us.

### EXCESS

You will have to contribute a sum of money which is called an excess to the amount of any claim under this Policy. The applicable excess and any additional excesses are shown on the Policy Schedule. The following additional excesses may apply:

#### Age excess

You will have to contribute \$5,000 or any other amount shown in the Policy Schedule, in addition to the standard excess if at the time of an event, your vehicle is in the charge of any Driver under 23 years of age.

#### Tipping excess

If your vehicle is a rigid body tipper, a tipping trailer or a trailer designed with hydraulics to self load and unload shipping containers or other goods and loss or damage occurs whilst the hoist, ram or stabilizing leg is partially or fully extended then the excess payable will be increased by 100% if an event occurs that gives rise to a claim.



### Inexperience excess for Heavy Vehicles

For heavy vehicles with a gross vehicle mass of 12,000 kilograms or greater.

Where a rigid body 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 with less than two years driving experience in Australia in the relevant class of license, an additional excess of \$ 5,000 will apply.

### SALVAGE

If your vehicle is assessed to be a total loss or a constructive total loss and we pay you its market value or its sum insured, you must allow us to take possession of your damaged vehicle. If we choose not to take possession of your damaged vehicle, you cannot abandon your responsibilities for the vehicle.

We shall sell the remains of the vehicle and deal with the proceeds of the sale as follows:

- (a) if the vehicle's sum insured is less than 80% of its market value, we shall retain such proportion of the proceeds of the sale as the vehicles sum insured bears to its market value, and we shall account to you for the balance;
- (b) if the vehicle's sum insured is 80% or more of its market value but less than 100% of its market value, we shall account to you for:
  - (i) all proceeds of the sale; or
  - (ii) the amount by which the market value exceeds the vehicle's sum insured whichever is less, and we shall retain the balance;
- (c) if the vehicle's sum insured is 100% or more of its market value, we shall retain all the proceeds of the sale.
- (d) If you choose to purchase your unrepaired vehicle(s), the salvage value of the unrepaired vehicle will be determined based on an assessment of the damage to the vehicle and the market value of salvageable parts. We will either deduct this amount from your settlement amount, or you will need to pay the salvage value to us.

Any additional benefits covered by this policy will cease upon settlement of your claim.

### CONTRIBUTION AND OTHER INSURANCE

When making a claim, you must notify us of any other insurance that 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 to 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).

### REASONABLE CARE

You and any person acting on your behalf must exercise care and take reasonable precautions to prevent loss damage, liability or events occurring from the use of your vehicle, and to comply with all statutory obligations and by-laws or regulations imposed by any public authority, for the safety of your vehicle and for the carriage of goods and merchandise.

### CHANGE OF RISK

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
- your contact details like email, phone number or mailing address change, or
- you want to change the cover options selected, 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're 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 tell us about a change in your vehicle or its value then we will consider it under our underwriting rules and processes, and depending on the underwriting assessment:

- if we do not agree to the change then we will cancel your Policy and refund the unused portion of the premium.
- if we agree to the change, we will issue a new Certificate of Insurance and ask you for any additional premium, inform you of any change in terms, and any additional applicable excess(es). If an additional premium is required, the change will only be effective when:
  - if you're 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 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.

## SECTION 7 - GENERAL TERMS LAW AND JURISDICTION

This insurance is subject to New South Wales law and to the jurisdiction of the courts of New South Wales and any courts of appeal.

### CANCELLATION

1. You may cancel this Policy at any time by notifying us in writing.
2. We may cancel this Policy by notifying you in accordance with the *Insurance Contracts Act 1984* (Cth).

Notice of cancellation has the effect of cancelling this Policy at 4:00 p.m. on the third business day, after the day on which the notice was sent to you, or as otherwise required under the *Insurance Contracts Act 1984*.

3. After cancellation by you, we will be entitled to retain:
  - (a) the pro rata premium for the period during which the Policy has been in force; and
  - (b) any non-refundable government taxes, duties or charges paid or owing.
4. After cancellation by us, you will be entitled to a refund on a pro rata basis in relation to the unexpired period of insurance.
  - If we have paid a claim for total loss or a constructive total loss no refund of premium will be given as you have received the benefits associated with a total loss claim under the Policy.

### TAXATION IMPLICATIONS

If you're 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.

## SECTION 8 - ENDORSEMENTS

The following endorsements only apply if they are shown in your Policy Schedule.

### AGGREGATE EXCESS

The aggregate excess is shown in your Policy Schedule and represents the amount which you must first bear in respect of all claims arising from events which occur during the period of insurance. Any Policy excess, age excess, tipping trailer excess or any other excess that appears in the Policy Schedule will first be applied to each claim made under the Policy. After the applicable Policy excess, age excess, tipping trailer excess or any other excess is applied to each claim made under the Policy, any remaining amount under any claim will be applied to erode the aggregate excess if approved by us.

Once the aggregate excess for the Policy has been fully eroded, any further claims will be paid by us subject to any applicable Policy excess, age excess, tipping trailer excess or any other applicable excess and subject to the terms and conditions of the Policy.

Any assessment costs incurred during the period of insurance are to be paid by you until such time as the aggregate excess has been fully eroded.

If the fleet size or values vary during the period of insurance then the aggregate excess will be adjusted proportionately.

### CLAIMS EXPERIENCE DISCOUNT

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 a 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.

### 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.

### ON-HOOK LIABILITY

Exclusion 2 (Property in Custody or Control) in Section 5 – Exclusions Applicable Only to Section 2 is amended to the extent that Policy cover is extended to cover liability for loss or damage to any motor vehicle or item of mobile plant/machinery in your physical control while it is being lifted or towed by your vehicle's hook or forks or similar device.

## TRAILER IN YOUR CONTROL

Where it is noted in the Policy Schedule that you have a trailer of another person or corporation in your physical or legal control, we will pay the amount for which you may be held legally liable to pay as compensation for loss or damage caused to the trailer – provided the trailer is not leased, hired or rented by you. The maximum we will pay in respect of loss of or damage to such trailer is limited to the market value or its sum insured shown against the Policy Schedule, or on the current renewal Policy Schedule, or endorsement Policy Schedule, whichever is the less.

### OTHER OPTIONAL ENDORSEMENTS AVAILABLE

- Dry Hire
- Comprehensive non owned trailers
- Annual Adjustment
- Trade Plate

