

# Commercial Motor

**QBE Insurance (Australia) Limited**

Product Disclosure Statement and  
Motor Vehicle Insurance Policy



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In an uncertain world, it's good to know there's someone committed to protecting you. In this booklet you'll find our commitment described in detail. By taking the time to read these pages you'll know exactly what you're covered for, what you can expect from us and what we expect of you.

You'll also learn what to do if you need to make a claim, so we promise it'll be time well spent.

## 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 carefully consider the information provided with regard to your personal circumstances to decide if it's 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.

We may need to update information in this PDS. If we need to do this, we'll either send you a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

## 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 details for your financial service provider are set out in the 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.

We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. In an emergency outside normal business hours you may ring our emergency service on 1800 023 387 for assistance.

## About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

## 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 cost of this policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and 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 place where the vehicle is garaged,
- previous insurance and claims history of the insured person and any drivers you have told us about.

### Cooling-off information

If you change your mind within 21 days of buying your Policy, you can cancel it and receive a full refund. Naturally, this doesn't apply if you've made or are entitled to make a claim. Even after the cooling off period ends, you still have the right to cancel your Policy. However, we may deduct some costs from any refund, as set out in the Policy Wording under 'Cancelling your Policy'.

To cancel your Policy within the cooling-off period, contact your financial services provider electronically or in writing.

### The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

### Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

## Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

### Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

#### Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

#### Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

#### Step 3 - Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

#### *Disputes not covered by the FOS Australia Terms of Reference*

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### *Privacy complaints*

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

## Contacting QBE Customer Care, FOS or the OAIC

### How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> <li>• <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li> <li>• <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact us about privacy or your personal information.</li> <li>• <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

### How to contact FOS Australia

Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	<a href="mailto:info@fos.org.au">info@fos.org.au</a>
Online	<a href="http://www.fos.org.au">www.fos.org.au</a>

### How to contact the OAIC

Phone	1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## Financial claims scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from the Australian Prudential Regulation Authority (APRA).

### How to contact APRA

Phone	1300 558 849 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	<a href="http://www.fcs.gov.au">www.fcs.gov.au</a>

## Policy Wording

This Policy is underwritten 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
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've 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'll 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

Your premium and the date it's due are shown on your Policy Schedule.

### Annual premium

If you pay your premium annually, and it's not paid by the due date or if your payment is dishonoured, this Policy won't operate and there'll be no cover.

### 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.

#### *At renewal*

If you pay by instalments, and renew your Policy, we'll 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.

#### *What happens if you miss an instalment*

If you miss an instalment we'll 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'll 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 may refuse to pay your claim.

#### *If your payment details change*

If your direct debit details change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date.

### Adjustment of premium on renewal

If we agree to renew your Policy and you claim for an incident that happened during a previous period of insurance, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

This condition doesn't affect any other rights we have at law or under this Policy.

## Words with special meanings

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'll describe their special meaning in that section.

Word or term	Meaning
airfield	An area of land set aside for the take-off, landing, taxiing, parking and maintenance of aircraft.
airside	The section of an airfield where aircraft are situated and operated.
dangerous goods	Goods as defined by The Australian Code for the Transport of Dangerous Goods by Road and Rail.
gross combination mass	The maximum legally allowed weight of your truck and trailer combination including the goods carried by that combination.
gross vehicle mass	The maximum legally allowed weight of your vehicle and the goods it can legally carry.
market value	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 transfer and any dealer warranty costs.
period of insurance	The period shown in the Policy Schedule.
Policy Schedule	The schedule of insurance or any endorsement schedule we give you.
pollution	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.
total loss	A vehicle will be declared a 'total loss', if: <ul style="list-style-type: none"> <li>• the cost to repair your vehicle plus the value of any salvage (if applicable) exceeds the market value, or</li> <li>• your vehicle is stolen and not recovered within a reasonable period of time as determined by us.</li> </ul> <p>We will settle the claim on the basis of market value or the sum insured whichever is the lesser or agreed value depending on the cover stated on the Policy Schedule.</p>
use of the vehicle	<b>Private use</b> Your vehicle must be registered for 'Private use', only in your name and used for the following purposes: <ul style="list-style-type: none"> <li>• social, domestic and pleasure purposes,</li> <li>• demonstration for sale,</li> <li>• in connection with servicing, repairing and subsequent testing,</li> <li>• for tuition, as long as it is not for payment,</li> </ul>

Word or term	Meaning
	<ul style="list-style-type: none"> <li>towing a caravan, trailer or vehicle, as long as it is not for payment,</li> <li>driving to or from work,</li> <li>in connection with your occupation or business as long as: <ul style="list-style-type: none"> <li>it is driven only by you, and</li> <li>the business use does not exceed 20% of the vehicle's usage.</li> </ul> </li> </ul> <p><b>Executive use</b></p> <p>Your vehicle is registered for 'business use', but is used only for the following purposes:</p> <ul style="list-style-type: none"> <li>social, domestic and pleasure purposes,</li> <li>demonstration for sale,</li> <li>in connection with servicing, repairing and subsequent testing,</li> <li>for tuition, as long as it is not for payment,</li> <li>towing a caravan, trailer or vehicle, as long as it is not for payment.</li> </ul> <p><b>Business/commercial use</b></p> <p>Your vehicle is registered for 'Business use', but is used only for the following purposes:</p> <ul style="list-style-type: none"> <li>in connection with your business or occupation,</li> <li>social, domestic and pleasure purposes,</li> <li>demonstration for sale,</li> <li>in connection with servicing, repairing and subsequent testing,</li> <li>for tuition, as long as it is not for payment,</li> <li>towing a caravan, trailer or vehicle, as long as it is not for payment.</li> </ul>
we, our or us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
you or your	The person(s), companies or firms named on the current Policy Schedule as the 'Insured'.
your vehicle	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. The vehicle is described on the Policy Schedule.

## 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.

If your vehicle is registered this cover provides:

- insurance against theft or accidental loss or damage to your vehicle,
- additional benefits – as set out in the 'Additional benefits' section,
- insurance against legal liability for damage caused by your vehicle to the property of other people – as described in section 2 of the Policy Wording.

The causes of events not covered are described under 'When you are not covered'.

If your vehicle is unregistered section 1 of the Policy Wording will operate. Section 2 of the Policy Wording does not apply.

This cover provides insurance against theft or accidental loss or damage to your vehicle.

**2. Third party property damage including Fire and Theft** – Section 1 of the Policy Wording 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 of the Policy Wording will apply.

If your vehicle is registered this cover provides:

- insurance only against damage to your vehicle caused by fire, explosion, lightning, theft or attempted theft,
- additional benefits – as set out in the 'Additional benefits' section,
- insurance against legal liability for damage caused by your vehicle to the property of other people – as described in section 2 of the Policy Wording,
- 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 'When you are not covered'.

If your vehicle is unregistered, section 1 of the Policy Wording 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 of the Policy Wording does not apply.

The causes or events not covered are described under 'When you are not covered'.

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

This cover provides:

- insurance against legal liability for damage caused by your vehicle to the property of other people – as described in section 2 of the Policy Wording
- 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 'When you are not covered'.

## Section 1: Loss, damage or theft of your vehicle

### What you are insured against

We cover you against loss or damage to your vehicle shown in the Policy Schedule occurring during the period of insurance depending on the type of cover you have selected.

- (a) your vehicle,
- (b) original Manufacturer's standard accessories, standard tools, standard appliances or standard options including built in radio receiver, CD and/or cassette player, air-conditioning, or any gate, chain, strap and tarpaulin attached to or within your vehicle,
- (c) any fixed (built in) unspecified accessories up to \$5,000 (limited \$1,000 per item),
- (d) any additional equipment or accessories, provided they have been advised to us and we have agreed to cover them.

### What we will pay

#### Basis of settlement

We will, at our option, 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.

We are entitled to replace damaged parts with new parts or used parts of similar age and condition and to those being replaced.

If your Policy Schedule has words "The agreed value Special Clause has been selected" endorsed on it for a particular vehicle, then if we declare that vehicle a total loss we won't deduct any input tax credit entitlement you may be entitled to from the settlement we pay you.

#### Salvage

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

#### Unavailable Parts

In the event of an incident covered under this Policy, should any part of your vehicle and/or other insured property become unavailable in Australia, we will reimburse you, in accordance with the basis of settlement under 'What we will pay - Basis of settlement', but in no circumstances will we be liable for more than the cost of the parts plus the cost of freighting such parts by sea transport.

Should the cost of these parts plus the cost of the repairs exceed the sum insured or market value, whichever is the lesser, we reserve the right to declare the vehicle a total loss.

#### 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 (excludes goods carried) 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

Cleanup costs following 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 caused (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 driveable.

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 it.

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

We will pay 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 as described under 'Use of the vehicle'.

##### 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 pay 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

We will pay your reasonable legal costs and expenses in defending or settling claims if you have our agreement in writing. 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 of this Policy Wording 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 you these additional benefits following loss or damage to your vehicle insured 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,
- place of safety, or
- to any other place that we first approve following loss or damage covered under this Policy.

### Redelivery – applicable to comprehensive cover only

We will cover you for up to \$3,000 to return your vehicle to its normal parked address, following repairs to your vehicle provided:

- 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 \$25,000 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 \$3,000 for the reasonable costs of overnight accommodation and returning an insured driver or non-paying passenger to the point of departure or at your option to the driver's destination provided:

- your vehicle was more than 100 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 of 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 \$1,500.

### 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 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 \$75,000 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).

### **Automatic additions - applicable to comprehensive and third party fire and theft cover**

We will cover you for any additional or replacement vehicle(s) of a like kind or similar nature to those vehicles presently insured under this Policy, that you purchase or lease (not hired) during the period of insurance for sixty (60) days.

If before you have given us full details, the replacement vehicle is damaged or stolen, the maximum amount payable is the purchase price of the replacement vehicle up to:

- \$300,000 in the case of comprehensive cover, or
- \$10,000 in the case of third party fire and theft cover.

If you give us details of any new or replacement vehicle within sixty (60) days of its purchase or lease, we will insure it for the remainder of the period of insurance, as long as it is acceptable to us and you pay any additional premium that we may require.

If you do not advise us within sixty (60) days of purchase or lease no cover is available.

### **Breach of general policy conditions - applicable to all types of cover**

A breach or non-compliance with any general policy 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 immediately. 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 \$50,000 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.

### **New vehicle replacement - applicable to comprehensive cover only**

Where your vehicle is a sedan, station wagon, panel van, 4x4, utility, truck or a minibus with a carrying capacity of not greater than fifteen (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, and
- your vehicle is less than twenty four (24) months old from when it was first registered, and
- your declared sum insured equates to no less than 90% of market value, 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.

If an excess is applicable it is payable to us before we replace your vehicle.

We also pay the registration for the period registered but not exceeding twelve (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.

### **Removal of load - applicable to comprehensive cover only**

We will cover up to a maximum of \$25,000 for the necessary and reasonable costs to remove the vehicles loads and or cleaning costs of load debris for goods falling from your vehicle or being damaged following loss or damage to your vehicle.

### **Employees vehicles - applicable to comprehensive cover only**

If an employees vehicle is used on or in connection with the Insured's business and not otherwise insured we will cover the vehicle comprehensively up to a value of \$50,000 or Market Value whichever is the lesser.

### **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 car cost following fire or theft - applicable to comprehensive cover only**

If your vehicle is stolen or damaged by fire and the theft or fire are covered under this Policy, we will cover you up to a maximum of \$5,000 for the reasonable costs of hiring a similar vehicle provided:

- we do not pay for hiring charges incurred after the date of recovery of your vehicle if it can be driven,
- cover is limited to thirty (30) days, and
- 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 vehicle is available. You must also give us a copy of the rental agreement and any receipts for the vehicle before we will 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 vehicle rental agreement.

### **No claim discount benefit - applies to comprehensive cover only**

If your vehicle is insured for comprehensive cover and you do not have a claim, we apply a discount off your next year's renewal premium. This reward is called the 'No claim discount'.

The more 'claim free' years that you have, the greater the percentage of discount, until you reach the maximum level of discount after five (5) years. Even if you have a claim where your no claim discount would be affected, you may not lose all of your no claim discount. If you have a claim and you have not accumulated any no claim discount we may increase your invited renewal premium.

We also accept the number of claim free years that you may have accumulated with another insurer in calculating your no claim discount.

### **Accidents/losses affecting your no claim discount**

When calculating your renewal premium we take into account accidents/losses that occur during the period of insurance that affect your no claim discount.

### **Faultless no claim discount - applicable to comprehensive cover only**

If your vehicle has been involved in a collision with another vehicle (and not any other type of accident) we will not penalise your no claim discount entitlement when you renew your Policy if:

- you can satisfy us that the collision was totally the fault of the driver of another vehicle, and
- you tell us the registration number of the other vehicle and the full name, licence number and address of the other driver.

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.

This benefit does not apply to windscreen or window glass damage only claims.

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

Where:

- your vehicle is declared 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.

### **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 or any member of the immediate family. 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.

### **Tyre replacement - applicable to comprehensive cover only**

If we agree to pay a claim 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.

### **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 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 we agree to pay a claim under the Policy and you are legally liable for fire extinguishment costs charged by the Fire Brigade or emergency services costs, we will pay these costs.

### **Driver's personal property - applicable to comprehensive cover only**

We will cover the loss or damage to wearing apparel and personal property belonging to the driver not otherwise insured while contained in the insured vehicle provided:

- money, securities, jewellery, furs, mobile phones, personal music devices, portable GPS, tools of trade and laptop computers are excluded from this cover, and
- the maximum amount we will pay is limited to \$2,000 arising from any one incident.

### **Windscreen or window glass claim benefit - applicable to comprehensive cover only**

We will not reduce your no claim discount for any windscreen or window glass only claim.

For the purpose of this benefit 'broken' shall mean a fracture that extends through the entire thickness of the glass or where the windscreen is laminated, a fracture extending through all layers of the lamination, or where the damage is sufficient to prevent registration by the appropriate authorities.

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

At our option 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 you can satisfy us that the accident which gave rise to the claim was totally the fault of the driver of another vehicle and:

- you tell us 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, and
- at the time of the loss or damage the other vehicle was not owned or registered in your name or in the name of a person who is a relative of yours or any person with whom you normally reside.

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 (at our option), our property.

### Disability modification benefit - applicable to comprehensive cover only

We will cover the cost to modify vehicle when the driver of that vehicle is injured and becomes permanently disabled in an accident during the period of insurance - limited to \$5,000.

### Choice of repairer - applicable to all types of cover

You may choose any licensed repairer to repair your vehicle. However we may invite, accept, adjust or decline estimates or arrange to move your vehicle to another repairer acceptable to both of us.

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

(Available only to drivers of vehicles that are sedans, station wagons, panel vans, utility, 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, as defined under 'Additional exclusion 12',
- 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 total loss 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 we 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 solely determined by our medical specialist.

We will not pay a benefit claim until the injury is stabilised, or our medical specialist has confirmed that in their opinion, the injury is of a permanent nature and the injury will not be likely to significantly improve.

Unless the injured driver undergoes all 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 the costs associated which includes reasonable travel expenses for any examinations arranged by us.)

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

Where your motor vehicle becomes unintentionally immobilised on a work site or in a physical situation 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 \$20,000 during the period of insurance for this additional benefit.

## Special clauses

Only those clauses that are shown on the Policy Schedule will apply.

### Dangerous goods

Where this clause is shown on the Policy Schedule it is agreed that 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 Wording 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 it is agreed that in respect of the vehicle excess that 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 it is agreed that 'Exclusion 19' under 'When you are not covered' is deleted and that this Policy will cover you, under the provisions of this Policy, for your legal 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 \$500.

### Non owned trailers

Where this clause is shown on the Policy Schedule it is agreed that we will cover your legal liability for damage to trailers not owned, leased or rented under your control 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.

**The following options are available for comprehensive cover only where vehicles are sedans, station wagons, panel vans, 4x4 or goods carrying vehicles with a gross vehicle mass less than 3,500 kilograms.**

### Agreed value

If you select this option, you have insured your vehicle for agreed value. We will at our option replace your vehicle with an equivalent vehicle or pay the agreed value shown on the Policy Schedule.

### Agreed value means

The fixed amount for which your vehicle is insured for each period of insurance regardless of any price change for your vehicle during that period.

The agreed value includes the value of insured accessories and equipment.

## Hire vehicle costs following an accident

If your vehicle is damaged in an accident which is covered under this Policy, and we have agreed to pay your claim, we will reimburse you for the costs you incur of hiring a vehicle while your vehicle is being repaired or if it is deemed a total loss.

We will reimburse you an amount up to the maximum daily rate shown on your Policy Schedule:

- for a maximum of thirty (30) days, or
- 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 vehicle. We are not responsible for ensuring that a hire vehicle is available. You must also give us a copy of the rental agreement and any receipts for the hire vehicle before we will pay you.

If the cost of the hire vehicle is more than the maximum daily rate shown on your Policy Schedule, you will have to pay the difference.

We do not pay for:

- additional hiring costs,
- 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 vehicle 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 vehicle costs following theft' additional benefit.

### Windscreen excess protection

If the only damage in an accident is a broken windscreen or window glass, the standard excess shown in the Policy Schedule does not apply for windscreen or window glass claims.

For the purpose of this benefit 'broken' shall mean a fracture that extends through the entire thickness of the glass or where the windscreen is laminated, a fracture extending through all layers of the lamination or where the damage is sufficient to prevent registration.

### Protected no claim discount

If you are involved in an accident and you make a claim where your no claim discount would normally be affected, then, your no claim discount entitlement will not be reduced at renewal of your Policy provided you:

- are, at the time of the accident, on maximum no claim discount, and
- do not have more than one claim, where this clause is applicable, in any one annual period of insurance.

## Tools and equipment

Where this clause is shown on the Policy Schedule it is agreed we will cover your tools and equipment of trade for loss or damage caused by:

- (a) fire, lightning, explosion, malicious damage or vandalism whilst secured on or in your vehicle;
- (b) theft following forcible and violent entry which causes visible damage to a locked vehicle;
- (c) theft when securely attached to your vehicle through the use of locks or padlocks, which results in visible damage to the securing devices;
- (d) collision or overturning of the conveying vehicle.

The amount of cover provided by this special clause is limited to a total of \$5,000 (up to \$1,000 per item) in any one period of insurance.

At our option, we will pay the lesser of:

- (a) the cost of repair or replacement of the lost or damaged item; or
- (b) the current market value of the lost or damaged item.

If only part of the item is damaged, we will only pay for that part plus the cost of any necessary dismantling and reassembling.

You must pay an excess of \$250 for each claim made under this section.

## Other optional special clauses available

- Dry hire.
- Comprehensive non owned trailers cover.
- Downtime cover.

## General exclusions

These general exclusions apply to all sections of this Policy.

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, or
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:
  - (a) involves violence against one (1) or more persons, or
  - (b) involves damage to property, or
  - (c) endangers life other than that of the person committing the action, or
  - (d) creates a risk to health or safety of the public or a section of the public, or
  - (e) 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.

## Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

## Additional exclusions applying to all sections of this Policy

This Policy does not cover:

1. damage to your vehicle's tyres caused by application of brakes, road punctures, cuts or bursting, and damage, failure or breakdown of your vehicle's 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:
  - (i) due to failure or breakdown of a structural, electrical, mechanical or electronic nature, or
  - (ii) to any part of your vehicle due to faulty design or workmanship, or
  - (iii) 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, or
  - (iv) caused by loss of oil or coolant unless whilst 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(i) or 3(ii) 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. any liability or obligation assumed by you under any contract, agreement or warranty which would not have otherwise arisen or been implied by law,
11. loss of or damage to your vehicle or liability if your vehicle is used in an unsafe or unroadworthy condition unless such condition could not reasonably be detected by you. This exclusion will not apply if you prove that the loss, damage or liability was not caused or contributed to by such unsafe or unroadworthy condition,
12. 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 can prove that 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.
13. loss of or damage to your vehicle or liability whilst 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,
  14. 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 you prove that the loss, damage or liability was not caused by or contributed to by any such greater load or number of passengers,
  15. your vehicle if it has been legally seized or repossessed,
  16. loss of or damage to your vehicle or liability while your vehicle is being used for conveyance of passengers for hire, fare or reward,
  17. any fines, penalties, aggravated, punitive, exemplary or multiple damages,
  18. loss of or damage to your vehicle or liability for any vehicle running on rails or which is not designed to run solely on solid ground,
  19. 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,
  20. 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,
  21. 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,
  22. loss of or damage to your vehicle or liability outside Australia except where your vehicle is being transported by sea between Australian ports,
  23. 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 eighty (80) unless you have told us about them and we have noted them on the Policy Schedule,
  24. 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 twenty one (21) years of age or a rider who has not held a full motor cycle licence for two (2) years,
  25. 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 thirty (30) years of age or a rider who has not held a full motor cycle licence for two (2) years,
  26. 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,
  27. 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,
  28. you for any breakage of or damage to the boring equipment covered by this Policy while the boring machine is in operation,
  29. 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,
  30. 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,
  31. 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,
  32. loss of or damage to your vehicle, resulting from your vehicle failing to cross any waterway, floodway, watercourse or any area affected by tidal change and where the depth of such water exceeded 0.6 metres,
  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 accessories or appliances due to mechanical or electrical derangement.

## 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.

### Accidents/losses affect your renewal premium

When calculating your renewal premium all claims that occur during the period of insurance may affect the coming year's renewal premium.

In addition if you report an incident or loss after we have advised renewal terms we reserve the right:

- (a) to revise our renewal terms,
- (b) where the Policy has been renewed and a claim has been reported that occurred in the previous period of insurance to charge any additional premium relative to the reported loss,
- (c) where the Policy has been renewed, to reduce the period of insurance in proportion to the amount due if that additional amount is not paid within 28 days of notification.

### 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 terms and conditions 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'.

### Assistance and co-operation

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a 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. 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
- Comply with all laws.

## Changes to your circumstances

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

Examples include:

- a change to the ownership of your vehicle;
- a change of address;
- a change to the vehicle you wish to be insured by this Policy;
- a new regular driver of your vehicle;
- a modification to your vehicle, to the manufacturer's specifications to improve your vehicle's performance, but only if your vehicle is a sedan, station wagon, panel van, 4x4 or a goods carrying vehicle with a gross vehicle mass under 3,500 kilograms;
- the addition of a non-standard accessory.

If you wish to insure any fitted non-standard accessory or modification, each one must be advised to us for our acceptance, which we will confirm by issuing an alteration advice.

Please note that we may require you to pay an additional premium as a result of any of these changes.

## Other interests

You must not transfer any interests in your Policy without our written consent.

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.

## Other party's interests

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

## Protection of insured vehicles

You must take all reasonable precautions for the care, safety and protection of the vehicles covered under this Policy and comply with all statutory obligations, by-laws and regulations imposed by any public authority for the safety, use and storage of the insured vehicles.

## 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 immediately if your vehicle or any of your property is stolen or maliciously or intentionally damaged,
- 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 information we require to settle or defend the claim,
- notify us of any other insurance covering the same loss, damage or liability,
- co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person,
- 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 immediately any letter or communication from other parties,
- tell us immediately of any notice of impending prosecution or details of any inquest or official inquiry,
- give all information and assistance we may 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 any right or claim which may be the subject 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;
  - repairs up to \$2,000 (over and above any applicable excesses) if you are more than 200 kilometres from the normal nightly parked address and they are necessary to enable you to continue your journey.

### What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

### What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Wording or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of any of the conditions of this Policy, including any endorsements noted on or attached to 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.

We may be entitled to refuse to pay or to reduce the amount of a claim if:



- it is in any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

### Cover comes to an end following total loss

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.

If we declare your vehicle a total loss and pay you the sum insured, market value or replace your vehicle, then the Policy will come to an end for that vehicle and you will no longer have any cover for it. This means you will not be entitled to make any further claim for that vehicle 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.

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.

### Contribution and other insurance

You must notify us of any other insurance which 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 effected by you or by 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).

### GST

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.

### Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

### Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following:

- receipts or other confirmation of purchase of your vehicle and any accessories; and
- all service and repair records.

### Recovery action & uninsured loss

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

### Repair guarantee

If we authorise repairs to your vehicle, we will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of your vehicle. For entitlement to any repairs under this guarantee you must first allow us to inspect the vehicle and we must agree that repairs are necessary.

### Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, provided you agree to pay market price.

### Subrogation, recovery action and uninsured loss

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

## Excesses

'Excess' means the first amount 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. Each excess is shown on your Policy Schedule and is explained below.

If we accept your claim, 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

You will have to contribute the first amount of every 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:

- is under the age of twenty one (21), or
- is aged twenty one (21) but under the age of twenty five (25), or
- is aged twenty five (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.

### Heavy vehicle age and inexperienced driver's excess

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 twenty one (21) years of age, or the person driving or in charge of the vehicle has less than two (2) years driving experience in Australia for these vehicles at the time of the incident an excess of \$5,000 per vehicle will apply.

### Undeclared driver's excess - only applicable if noted on your Policy Schedule

In addition to any other excesses which apply, you will have to contribute an undeclared driver's excess if, at the time of an incident which gives rise to a claim, your vehicle was being driven by or in the charge of a person:

- who is a member of your family and they normally live with you, and
- whose name has not been shown as a driver on your Policy Schedule.

You will not have to pay this excess if:

- the driver of your vehicle is over twenty five (25) years of age and has not been convicted of driving under the influence of alcohol or had their licence suspended or cancelled in the 5 years immediately before the accident or loss, or
- you satisfy us that an emergency existed, or

- the use of your vehicle is shown as business on the Policy Schedule, or
- the only damage to your vehicle is a broken windscreen, window glass, hail damage, or loss or damage which occurs when the vehicle is parked or unattended.

The amount of the undeclared driver's excess is shown on your Policy Schedule if applicable.

### 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%.

### Off road excess (applicable only to vehicles that are sedans, station wagons, panel vans, 4x4 or goods carrying vehicles with a gross vehicle mass less than 3,500 kilograms)

The standard excess plus any other applicable excesses payable under the Policy will be increased by 100% if your vehicle is damaged while it is being driven on any beach or off any public road (excluding driveways) or on land not belonging to you.

### Theft excess

If your vehicle is stolen you must contribute an excess for theft if shown on the Policy Schedule, which is in addition to any other excesses payable.

### 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 an additional 100% of your standard excess and an additional premium will be payable (determined by us) 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% or \$10,000 whichever is the greater and an additional premium will be payable (determined by us) for the change in business operations.

### Learner driver excess

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 won't have to pay an excess

This section is applicable only to vehicles that are sedans, station wagons, panel vans, 4x4 or goods carrying vehicles with a gross vehicle mass less than 3,500 kilograms covered by comprehensive cover only.

You won't have to contribute any excess towards a claim if:

- (a) you can satisfy us that 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, and
- (b) you tell us the registration number of the other vehicle and the full name, licence number 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.

### **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 only need a request to cancel it from one of you.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date) by informing you in writing.

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

If you've paid your premium in advance, we'll refund you the proportion of the premium for the remaining period of insurance, less any administration fees.

### **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.

### **Joint and co-insureds**

If more than one person is insured under your Policy, we'll treat a statement, act, omission, claim, request or direction by that person as having been made by all insured.

We only need a request from one person insured to cancel or change your Policy.

### **Notices**

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

It's important for you to tell us of any change of address as soon as possible.



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