

# Motor Fleet Policy

Product Disclosure Statement and Policy Wording



# Motor Fleet Policy

## Product Disclosure Statement

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# Welcome to Vero

Vero can trace its origins back to 1833 in Australia. Since then we have successfully protected our customers' personal and business assets by operating with a depth of knowledge and a reputation for promises kept. Built on these solid foundations, Vero now provides dynamic and forward thinking solutions for all our customers.

The Vero brand is based upon a simple premise – to provide our customers with certainty and peace of mind, through innovative, specialised and expert insurance offerings.

Vero Motor Fleet is a division of Vero. We are specialists in sedan and light commercial fleets with the flexibility to provide alternate program solutions tailored to our clients' risk profile.

## Who is the insurer

Vero Insurance Limited ABN 48 005 297 807 is the insurer and issuer of the insurance policy and is the issuer of this Product Disclosure Statement (PDS).

## The purpose of the PDS

The purpose of the PDS is to help you understand the insurance policy and provide you with sufficient information to enable you to compare and make an informed decision about it.

The PDS also sets out the significant features and benefits of this policy. You still need to read the policy wording for a full description of the terms, conditions and limitations.

## How you contact us

You may contact Vero by calling:

- ▼ the relevant telephone number on the back cover;
- ▼ your insurance adviser; or
- ▼ Motor Fleet National Office on 02 9295 4310

or alternatively by writing to us at the following address:

Vero Insurance Limited  
Locked Bag 25  
Australia Square  
Sydney NSW 1215

## Significant benefits and features

This policy provides three types of cover. You can choose 'Own Damage' which includes 'Third Party Liability' cover or choose 'Own Damage' only or 'Third Party Liability' cover only.

Section 1 'Own Damage' provides protection for loss of or damage to the policyholder's own vehicle(s).

Section 2 'Third Party Liability' protects you against legal liability of up to \$30 million for loss or damage to other people's property, and a limited cover for legal liability for death and bodily injury.

However legal liability for death and bodily injury arising from an insured event for policyholders whose vehicles are registered on Norfolk Island is restricted to \$1 million.

Your vehicle includes gates, chains, ropes, tarpaulins and unspecified accessories up to \$3,000.

There are also additional benefits payable under each section.

### Section 1 "Own Damage" additional benefits include:

- ▼ Artwork and sign writing: reasonable costs of reinstating artwork or sign writing.
- ▼ Clean-up and removal of debris costs.
- ▼ Completion of journey: cover up to \$250 for 'journey completion' costs after an accident.
- ▼ Emergency repairs: cover up to \$500 to make a vehicle useable after an accident.
- ▼ Faultless excess: in some circumstances you will not have to pay an excess where you were not at fault.
- ▼ Funeral expenses: burial or cremation costs (up to \$5,000 in any one period of insurance) of your driver following a fatal injury in an insured vehicle.
- ▼ General average: contribution for vehicle when general average is declared during transportation by sea between Australian ports.
- ▼ Hire of replacement vehicle: up to 30 days hire costs following theft or until recovered.

- ▼ Lease pay out: an extra sum payable in a total loss where the market value is less than the amount owing under a finance agreement up to a maximum 20%.
- ▼ Locks and keys: replaced following loss or damage (up to \$1,000 in any one period of insurance).
- ▼ New vehicle benefit: in the event of a total loss of a sedan (or other similar vehicles) less than a year old, replacement with a new one.
- ▼ Personal effects: up to \$1,000 cover for personal effects.
- ▼ Protection and removal: of a vehicle in an accident to a place of safety.
- ▼ Trailer: up to \$500 cover for damage to an attached trailer being used for private use or purpose.
- ▼ Transportation costs: \$250 'get you home' costs for the driver after an accident.
- ▼ Tyre replacement: replacement 'as new' following damage in an accident where the tyre cannot be used.
- ▼ Vehicle modifications: necessary to your (or the driver's) own vehicle following the driver becoming permanently disabled (\$3,000 in any one period of insurance).
- ▼ Windscreen: 'excess free' windscreen cover for sedans and other similar vehicle(s).

## Section 2 'Third Party Liability' additional benefits include:

Third Party Liability protects you against legal liability of up to \$30 million for:

- ▼ loss or damage to other people's property, and
- ▼ a limited cover for legal liability for death and bodily injury.

However legal liability for death and bodily injury arising from an insured event for policyholders whose vehicles are registered on Norfolk Island is restricted to \$1 million.

## When benefits are provided

The benefits for which you are insured under the policy are payable:

- ▼ When an insured event occurs during the period of insurance causing you to suffer loss or damage or incur legal liability; and
- ▼ Your claim is accepted by us; and
- ▼ Is above the agreed excess level.

When we pay a claim we consider a number of aspects in calculating the amount. These can include:

- ▼ Amount of loss or damage or liability;
- ▼ Excess;
- ▼ Sum insured or market value;
- ▼ Policy limits;
- ▼ A reduction in the case of underinsurance (the Average clause on page 2 of the policy); and
- ▼ Terms and conditions of the policy.

## How to make a claim

As soon as possible after an accident or event that causes the loss or damage, you must first:

- ▼ make a report to the police about:
  - ▼ any accident (if the law requires you to report the accident), or
  - ▼ any malicious damage to your car, or
  - ▼ any theft or attempted theft of your car, and

contact us by phoning our First Response Unit on 1800 222 043 and tell us what happened. We will advise you of the claims process and assist you through the next steps.

## How we deal with repairers

If your vehicle is damaged and repairable, and we agree to pay a claim for partial loss, we will require you to obtain a quote from a repairer of your choice. If you do not know of any repairer(s), we can suggest a number in your local area.

We will authorise any repairs that are reasonably and necessarily required to repair your vehicle. Any repairer we authorise to repair your vehicle may sub-contract some of the repairs to a person of their choice. This will usually occur when the repairer is unable to perform the repairs itself. You must not authorise the repair of your vehicle without our prior agreement.

Any parts used in the repair of your vehicle will be new or consistent with the age and condition of your vehicle.

When we approve repairs, we will provide you with a lifetime guarantee on repairs against any defect due to workmanship or faulty materials following a claim, while you own the vehicle.

## The amount you pay for this insurance

The amount we charge you for this insurance policy is the total amount of the premium which we calculate to cover the risk plus GST and any relevant government charges (such as stamp duty). These amounts add up to the total amount you must pay.

## How various factors affect your premium

We consider a number of factors in calculating your premium. The key factors that affect your premium are the type of product and optional covers you choose. If you select more extensive coverage for example Own Damage & Third Party cover and one or more optional covers then your premium will be higher than if you select Third Party cover only.

The amount of premium that you pay will also depend on the information you give us about your vehicle and the other factors.

Where we view a factor as decreasing the risk, it will tend to reduce the premium; and where we view a factor as increasing the risk, it will tend to increase the premium. The following table is a guide on how these factors combine together and may impact on the assessment of risk, and therefore your premium.

Factor	Lower Risk	Higher Risk
State	TAS, WA, SA, NT, ACT	NSW, VIC, QLD
Region	Country	Metropolitan
Type & Value of Vehicles	Standard sedan	Exotic, prestige or high performance
Vehicle Use	Commuter Vehicle	Sales/Delivery purposes
Age of Driver(s)	Older and or more experienced	Younger or less experienced
Claims History	Low frequency of claims	High frequency of claims
Risk Management Practices	Strong risk management controls	Weak or no risk management controls

## The amount you pay towards a claim

An excess is an amount you are required to pay in the event of a claim. A basic excess will apply to your policy unless we agree that you do not have to pay this amount. The basic excess is based on assessment of risk, including claims history and the types of vehicles in the fleet.

In some circumstances you are required to pay an additional excess. These are:

- ▼ Tipping of load or mobile plant and earthmoving excess – basic excess is increased by 100%
- ▼ Age excess – driver under 21 years of age (\$750), 21 and under 25 years of age (\$300)
- ▼ Inexperienced driver excess – licensed to drive for less than 2 years (\$250).

This is only a summary of how excesses will be applied. For full details please refer to your policy wording and your Schedule.

## How a claim payment is calculated

The following example illustrates how we will apply the different factors when calculating the amount payable for a claim.

A vehicle is stolen and subsequently recovered damaged seven days later. The damage to the vehicle is \$6,500 and the excess is \$500. A replacement vehicle was hired for 10 days at a cost of \$75 per day (total \$750).

The amount payable for the preceding claim would be:

Damage to vehicle	\$6,500	
Less Excess (basic only)	\$ 500	
Additional Benefit	\$ 525	This hire car replacement benefit is only payable per day up to 30 days or until recovered, therefore only 7 days are payable instead of 10 days.
Total Claim Payable	\$6,525	

# Important information

The insurance we offer you is set out in the policy.

It is important that you:

- ▼ read all of the policy before you buy it to make sure that it gives you the protection you need,
- ▼ are aware of the limits on the cover provided and the amounts we will pay you, and
- ▼ are aware of the policy definitions.

You will find the policy definitions on page 18 of the policy wording.

For the policy limits:

- ▼ some of these will be stated in the policy itself (these are our standard policy limits), and
- ▼ the remainder will be stated in your Schedule.

In some circumstances the terms and conditions of this policy may be amended by endorsement. If your policy is endorsed you will receive notification of the endorsement.

If you have purchased this insurance product through someone other than Vero, for example, a person who has authority from Vero to distribute Vero's insurance products, that person may receive remuneration from Vero for providing a financial service.

## Duty of disclosure

Before you enter into a contract of general insurance with us, you have a duty, under the Insurance Contracts Act 1984, to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, on what terms.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- ▼ that diminishes the risk to be undertaken by us;
- ▼ that is of common knowledge;
- ▼ that we know or, in the ordinary course of our business, ought to know;
- ▼ in respect of which we have waived your duty.

### Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from the beginning.

## How we resolve your complaints

### Resolving your complaints

If you think we have let you down in any way, or our service is not what you expect (even if through one of our agents or representatives), please tell us so we can help. You can tell us by phone, in writing or in person.

Should you tell us in writing it will help to send us the full details of your complaint together with any supporting documents and an explanation of what you want us to do. If you would like to come in to talk to us face to face, please call and we will arrange an appointment for a meeting.

### What we will do to resolve your complaint

When you first let us know about your complaint or concern the person trying to resolve your complaint will listen to you, consider the facts and contact you to resolve your complaint as soon as possible, usually within 24 hours.

If you are not satisfied with this person's decision on your complaint, then it will be referred to the relevant Operational Manager, who will contact you within 5 working days.

Should you not be satisfied with the Operational Manager's decision, then it will be referred to the General Manager (or their delegate). We will send you our final decision within 15 working days from the date you first made your complaint.

### What if you are not satisfied with our final decision?

We expect our procedures will deal fairly and promptly with your complaint. However, if you are not satisfied with our final decision you can take your complaint to the Insurance Ombudsman Service Limited (IOS).

This is an independent body and its services are free to you. We agree to accept the IOS decision. You must contact the IOS within 3 months of receiving our final decision. Legal action is still available if you disagree with the IOS decision.

You can phone the IOS from anywhere in Australia on 1300 780 808 or write to them at:

Insurance Ombudsman Service Limited  
PO Box 561  
Collins Street West  
Melbourne VIC 8007.  
ios@insuranceombudsman.com.au

## Cooling off

You have the right to cancel and return the insurance contract within 30 days of the date it was issued to you ("cooling off period"), unless you make a claim under the contract within the cooling off period.

If you cancel it in this time, we will return any premium you have paid us. To cancel you must notify us within the cooling off period. You can do this by writing to us at Vero Insurance Limited, using the relevant address shown on the back cover.

(To cancel your policy at other times, please see "Cancelling a Policy" page 5.)

## Code of Practice

We have adopted the General Insurance Code of Practice developed by the Insurance Council of Australia. The Code is designed to promote good relations and good insurance practice between insurers, authorised representatives and consumers.

The Code sets out what we must do when dealing with you. Please contact us if you want more information about the Code.

## We respect your privacy

### Privacy Statement

The Privacy Act 1988(Cth) (as amended) now applies and requires us to inform you that:

#### Purpose of collection

We collect personal information (*this is information or an opinion about an individual whose identity is apparent or can reasonably be ascertained and which relates to a natural living person*) from or about you, for the purposes of:

- ▼ providing insurance services to you;
- ▼ evaluating your application for insurance;
- ▼ evaluating any request for amendment to any insurance provided;
- ▼ issuing, administering and managing the insurance provided following acceptance of an application; and
- ▼ investigating and, if covered, managing claims made in relation to any insurance you have with us or other companies within the group.

The personal information collected can be used or disclosed by us for a secondary purpose related to those purposes listed above, but only if you would reasonably expect us to use or disclose the information for this secondary purpose.

However for sensitive information, the secondary purpose must be directly related to the purposes listed above.

#### Disclosure

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

- ▼ other companies within the group;
- ▼ your insurance intermediary or our agent;
- ▼ Government bodies, loss assessors, claims investigators, reinsurers;
- ▼ other insurance companies, mailing houses, claims reference providers, legal and other professional advisers;
- ▼ other service providers, hospitals, medical and health professionals.

### Consequences if information is not provided

If you do not provide us with the information we need we will be unable to consider your application for insurance cover, administer your policy or manage any claim under your policy.

### Access

You can request access to the personal information by contacting us at Locked Bag 25, Australia Square NSW 1215. In some circumstances we may not agree to allow you access to some or all of the personal information we hold about you such as when it is unlawful to give it to you. In such cases we will give you reasons for our decision.





# Motor Fleet Policy

## Insured Events Policy Wording

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# Important Notices

## Average

If your vehicle has an **insured amount** specified in the **schedule** and at the time of any **loss** covered under this policy that amount is less than 80% of the **market value** then we will only pay such proportion of the repair costs as the **insured amount** bears to the **market value**.

## Agreements affecting our Rights of Subrogation

Where another person is liable to compensate you for any **loss, damage** or **legal liability** otherwise covered by the policy, but you have agreed with that person either before or after the **loss** or **damage** occurred or the **legal liability** was incurred that you would not seek to recover any monies from that person in respect of that **loss, damage** or **legal liability**, we will not cover you under the policy for any such **loss, damage** or **legal liability**.

## The Goods and Services Tax (GST) and your insurance

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

If, for example, we make a cash payment to you for the purchase of goods or services for which you are entitled to claim an input tax credit, we will only pay you an amount equal to your net cost – ie your cost after claiming input tax credits. The wording contained in this policy sets this out in more detail.

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

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

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

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

## Confirming Transactions

To confirm a transaction has taken place, we provide a telephone confirmation service. To use this service, call us on the telephone number shown on the **schedule** and we will send you written confirmation. If you do not wish to use our telephone confirmation service but require confirmation of a transaction, you can request this in writing.

# About Your Insurance Policy

In this insurance policy:

You/your means the policyholder named in the **schedule**.

We/our/us means Vero Insurance Limited ABN 48 005 297 807.

Some other words used in this policy have special defined meanings. These words are in **bold**. Most of the words we have defined are listed in the "Definitions" section on page 18 of this policy. We also explain the meaning of some words in the sections themselves.

Your insurance policy is made up of this policy wording, any endorsements and the **schedule** which shows the **insured amounts**, the premium and any relevant government charges.

You should read and retain the **schedule**, the policy wording and any endorsements together, to tell you what we cover, what we exclude, what we pay to settle claims and other important information. Each section of this policy has exclusions which are listed under "What we exclude", and there are also some general exclusions which are listed on pages 16 and 17, and which apply to the whole policy.

# Our Contract With You

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

We will provide cover for the sections of the policy shown under “What’s Covered” on your **schedule** for the **period of insurance**.

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

## How The Goods And Services Tax (GST) Affects This Insurance

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

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

Despite the other provisions of this insurance (including provisions in the policy wording, the **schedule** and any endorsement), our liability to you will be calculated taking into account any input tax credit to which you are entitled for any acquisition which is relevant to your claim, or which you would have been entitled to were you to have made a relevant acquisition.

If your **insured amount** is not sufficient to cover your **loss** we will only pay an amount for GST (less any relevant input tax credit) that relates to our proportion of your **loss**. We will pay that GST amount in addition to your **insured amount**.

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

## Cross Liability

Where the policyholder named in the **schedule** is comprised of more than one party, you shall be considered as applying to each party comprising the policyholder in the same manner as if that party were the only party named in this policy as the policyholder. Nothing contained in this clause operates to increase our limit of protection.

## Unintentional Breach / Non – compliance

We agree that any breach or act of non-compliance by one party insured by this policy, shall not prejudice the rights of any other party insured by the policy, provided that such other party was not aware of, and did not participate in, such breach or non-compliance.

## Applicable Law

This policy is subject to Australian law, including the Insurance Contracts Act 1984.

# Making A Claim

You must follow the procedures outlined if something happens that causes **loss, damage**, death or bodily injury which may lead to a claim. Please bear in mind, if you do not, we may refuse your claim or reduce the amount we pay you.

## 1. When loss or damage to your motor vehicle occurs

As soon as possible after the **accident** or **event** that causes **loss, damage**, death or bodily injury, you must:

- (a) report the **accident** to the police, particularly if your vehicle has been stolen and/or maliciously **damaged**;
- (b) not make any admission of liability, offer, promise or payment in connection with any **event**;
- (c) if you have an **accident** involving another vehicle, write down these details:
  - ▼ name and address of the other vehicle owner;
  - ▼ name, address and licence number of the other driver;
  - ▼ insurance company of the other vehicle and their policy details;
  - ▼ registration number of the other vehicle;
  - ▼ description of the other vehicle and the **damage** it sustained; and
  - ▼ name and address of any witnesses;
- (d) take all reasonable steps to minimise or prevent further **loss** or **damage**;
- (e) not authorise the repair or replacement of anything without our agreement other than **emergency repairs** in accordance with the **Emergency Repairs** Additional Benefit under Section 1;

- (f) if you receive any demands or legal documents from the other party, immediately advise a motor claims specialist assigned to your claim;
- (g) if your stolen vehicle is recovered, advise us immediately.

## 2. Making a claim

If you wish to make a claim you must:

- (a) promptly call the Motor Fleet First Response Unit (ANYTIME) on 1800 222 043;
- (b) give us all the information and documentation which we request. If we ask for it, you must provide us with a statutory declaration verifying the truth of your claim and any matters connected with it;
- (c) immediately send us any court documents or other communication you receive about the claim.

Do not take any action yourself or ask anyone else to do so on your behalf.

## 3. Proceedings and negotiations

- (a) We control all claims.
- (b) We require that you give us all information and assistance we may need:
  - ▼ to settle or defend claims; or
  - ▼ to recover from others any amount we have paid for a claim.
- (c) You must allow us to:
  - ▼ make admissions, settle or defend claims on your behalf; and
  - ▼ take legal action in your name against another person to recover any payment we have made on a claim before we have paid your claim and whether or not you have been compensated or paid in full for your actual **loss**.
- (d) You must allow us or our agent to take possession of any **damaged** property and deal with it in a reasonable manner. If we do not take possession of the **damaged** property you cannot abandon it to us.

## 4. Fraudulent claims

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

- (a) refuse to pay the claim;
- (b) cancel the policy; and
- (c) take legal action against you.

## 5. Subrogation agreements

Where another person is liable to compensate you for any **loss, damage** or **legal liability** otherwise covered by the policy, but you have agreed with that person either before or after the **loss** or **damage** occurred or the **legal liability** was incurred that you would not seek to recover any moneys from that person, we will not cover you under the policy for any such **loss, damage** or **legal liability**.

## 6. Insurance Contracts Act 1984

Nothing contained in this policy is to be constructed to reduce or waive either your or our privileges, rights, or remedies available under the Insurance Contracts Act 1984.

### How Claims Affect Your Insurance

#### Partial loss or legal liability

If we pay you any claim for **partial loss** or **legal liability**, your insurance under this policy remains at the same amount as it was before you made your claim.

#### Total loss

If we pay you any claim for **total loss**, your insurance contract with us for that vehicle ends. Since we have carried out our part of the insurance contract in respect of that vehicle, you are not entitled to a refund of any premium for that vehicle.

# When We May Refuse A Claim

We may refuse a claim if:

- (a) you do not do what your duty of disclosure requires you to (see page v in the PDS);
- (b) you:
  - ▼ are not truthful,
  - ▼ have not given us full and complete details, or
  - ▼ have not told us something when you should have when applying for the insurance, or when making a claim;
- (c) you do not at all times take all reasonable care as we require you to do under “Taking Care” below;
- (d) you do any of the following without our agreeing to it first:
  - ▼ make or accept any offer or payment or in any other way admit you are liable,
  - ▼ settle or attempt to settle any claim, or
  - ▼ defend any claim;
- (e) cover is specifically excluded in the policy;
- (f) you have not complied with any of the requirements of “Making a claim” on page 3; or
- (g) you are in breach of any other conditions of the policy.

Remember, if you prevent our right to recover from someone else or if you have agreed not to seek compensation from another person who is liable to compensate you for any **loss, damage or legal liability** which is covered by this policy, we will not cover you under this policy for that **loss, damage or legal liability**.

## Cancelling Your Policy

### How you may cancel

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

We subtract from any premium you have paid us, an amount to cover the period that we have already insured you for.

We will then return the rest of the premium to you.

### How we may cancel

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

We will cancel your policy by telling you so in writing, either in person or by post to your last known address.

We will refund the premium that you paid for the rest of the **period of insurance**.

## Keeping us up to date

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

- ▼ any change in your **business**;
- ▼ details of any conversion or modification to your vehicle made by someone other than the manufacturer;
- ▼ if there is any change in the use of your vehicle.

## Taking care

You must:

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

# What is your Vehicle?

Your vehicle means:

- ▼ mechanically propelled motor vehicles, trailers, caravans, mobile plant and equipment that are designed for use on land only, including any of their accessories, emergency and servicing equipment, spare parts installed by the manufacturer as standard equipment and modifications that allow operation using liquefied petroleum gas provided modification has been carried in accordance with the relevant statutory standards, in which you have an interest and which are specified in the **schedule**,
- ▼ your gates, chains, ropes, tarpaulins or other articles or materials used to cover or secure loads and your unspecified accessories up to \$3,000 in total any one vehicle of yours, and
- ▼ **specified accessories**.

Where the Basis of Adjustment noted in the **schedule** is Annual Vehicle Declaration, the definition of vehicle also includes vehicles as defined above that:

- ▼ are owned, hired, leased, rented, loaned, borrowed or used by you,
- ▼ you are responsible or have assumed responsibility for, and
- ▼ you have received instructions to insure.

## When to specify accessories and optional extras

If you want to insure an accessory or an optional extra that was not supplied by the manufacturer of your vehicle as standard equipment, you must specify it. If it is not specified you will only be covered up to \$1,000 any one item and \$3,000 in total any one vehicle.

## Purchase of an Additional Vehicle

If you replace your vehicle or buy another similar vehicle and the purchase price is less than \$250,000, we will insure the vehicle under this section for 30 days from the date of purchase.

We will only continue to insure the vehicle after 30 days if:

- ▼ you give us details about the vehicle,
- ▼ we agree to insure it, you pay any extra premium that we ask you to.

## Annual Vehicle Declaration

Where the Basis of Adjustment noted in the **schedule** is Annual Vehicle Declaration at the end of each **period of insurance**, you must declare to us in writing the number of insured vehicles at risk. From this declaration, we will make a premium adjustment by applying 50% of the agreed unit cost rate to the difference between the number of vehicles at the inception of the **period of insurance** and the number at the end of the **period of insurance**, and we will charge an additional premium or pay a return premium accordingly. Additional stamp duty and other applicable taxes may also be payable by you.

## Acquired Companies

This policy extends to include any company or subsidiary company, formed, purchased or otherwise acquired by you during the **period of insurance** provided that:

- ▼ the number of declared vehicles does not exceed by more than twenty per cent (20%) the number declared at inception of the **period of insurance**,
- ▼ the acquired company is declared to us within 60 days of formation or acquisition, and
- ▼ you pay any such additional premium as may be required.

## Vehicle Cover

**The cover you have selected will be displayed in the schedule.**

Motor Own Damage and Third Party Liability – All Sections apply.

Own Damage Only – Section 2 does not apply.

Third Party Only – Section 1 does not apply.

## Application of Excess

There are 3 types of **excess** that may apply to your claim:

1. basic **excess**
2. age **excess**
3. inexperienced driver **excess**.

If any of these **excesses** apply to you or other drivers of your vehicle, you will find the amounts shown in the **schedule**. You pay these **excesses** and we pay the balance of the agreed claim amount.

Before we tell you about these **excesses** in more detail, please note these 3 important points:

### A. Not at fault accidents

If you are involved in a **not at fault accident**, you may not have to pay any **excess** at all on your claim (refer Faultless **Excess** Additional Benefit).

### B. Claims where only a basic excess applies

No age or inexperienced driver **excess** applies if the claim is for:

- ▼ **damage** or **loss** caused while the vehicle is parked and unattended;
- ▼ **damage** caused by hail, flood, storm and other natural disasters.

We only apply a basic **excess** to these claims.

### C. Excess in legal liability claims

If we agree to pay a claim for your **legal liability**, you must first pay any **excess** that applies to your claim. This **excess** will not apply if you have already paid an **excess** for **loss** or **damage** to your vehicle for the same **event**.

Please remember, the amount of any **excess** that applies to your claim is shown in the **schedule**.

#### 1. Basic excess

We apply a basic **excess** to every claim unless we agree you do not have to pay this **excess**.

##### Additional excess – tipping of load

The basic **excess** is increased by 100% for a claim that arises when the vehicle is undertaking any activity associated with tipping its load.

##### Additional excess – Mobile Plant and earthmoving vehicles

The basic **excess** is increased by 100% for a claim in respect of mobile plant or earthmoving vehicles:

- ▼ involving theft or malicious **damage** if vandal proof covers are not fitted to instrument panels or fuel filling points,
- ▼ where the vehicle is hired out without a driver/operator employee under your direct control.

#### 2. Age excess

In addition to the basic **excess**, we apply the following age **excesses** to a claim if the person driving at the time of the **loss** or **damage** is:

- ▼ under 21 years of age – \$750
- ▼ 21 years of age or over and under 25 years of age – \$300

unless your **schedule** states that this **excess** does not apply.

#### 3. Inexperienced driver excess

In addition to the basic **excess**, and any age **excess**, an inexperienced driver **excess** of \$250 may also apply unless your **schedule** states that it does not apply. We apply this **excess** if the person driving the vehicle has, at the time of the **loss** or **damage**, been licensed to drive for less than 2 years.



# Section 1 – Loss of or damage to your vehicle

## What we cover

You can claim for **loss** of or **damage** to your vehicle caused by or arising out of an **accident** or theft if:

- ▼ the **accident** or theft occurs during the **period of insurance**; and
- ▼ the **loss** or **damage** occurred within Australia or its external territories.

## Additional Benefits

Where there is a **loss** or **damage** covered under Section 1, we will also pay:

### Emergency repairs

If we agree to pay a claim, and the **damage** means that your vehicle cannot be driven without **emergency repairs**, we will pay for those **emergency repairs**. You do not need our consent to have this done. We will pay up to \$500 any one **event**.

### Hire of replacement vehicle

If your vehicle is stolen and we agree to pay a claim, we will pay for the cost of hiring a replacement vehicle of similar type from the date of the theft to the date of recovery up to a maximum of 30 days. We may at our option provide a replacement vehicle for that period. We will pay up to 30 days hire costs any one event.

### Artwork and sign writing

If we agree to pay a claim, we will pay for the reasonable cost of reinstating artwork or sign writing on the vehicle.

### Personal items and effects

If we agree to pay a claim, we will pay for the cost of repairing or replacing **personal effects** in the vehicle, if such items are not insured under another policy. We will pay up to \$1,000 for any one **event**.

### Trailer

We will pay for **loss** of or **damage** to a trailer owned by you (other than a caravan) which occurs while it is attached to your vehicle, and it is being used for private use. We will pay up to \$500 or the **market value** of your trailer whichever is the lesser for any one **event**. We will not pay for any property in or on the trailer.

### Faultless excess

You will not have to pay an **excess** in respect of a claim if:

- ▼ we agree that the **accident** was not your fault;
- ▼ you prove that another person was completely responsible;
- ▼ you tell us that person's name, current address and the registration number of their vehicle;
- ▼ the claim is for more than the **excess**; and
- ▼ the basic **excess** applicable is no more than \$2,000.

### General Average and salvage

If your vehicle is being transported by sea between Australian ports we will pay for your contribution for your vehicle if "General Average" is declared. General Average is declared when goods or cargo are thrown overboard to safeguard the vessel and the remaining property on the vessel. The expenses and salvage costs incurred by the ship owner in preserving the vessel and cargo are shared by those whose property is thereby saved.

### Lease payout

If we agree to pay a claim for **total loss** and the **market value** at the time of the **loss** is less than the amount owing by you under a valid hire purchase, leasing or other finance agreement, we will pay an additional amount up to the amount owing on the lease, but not exceeding 20% of its **market value** less any:

- ▼ payments and interest in arrears at the time of **loss**; and
- ▼ discounts in respect of finance charges and/or interest for the unexpired term of the lease.

If the residual value of the vehicle at the time of the **loss** exceeds its **market value** then the residual value will replace the **market value** when determining whether the vehicle is a **total loss**.

### New vehicle benefit

If we agree to declare your vehicle a **total loss** and:

- ▼ your vehicle is a registered sedan, station wagon, panel van, 4WD or utility;
- ▼ the **total loss** occurs within 1 year of the date your vehicle was first registered; and
- ▼ any finance company with an interest in your vehicle gives its consent,

we will replace your vehicle with a new vehicle of the same make and model including similar accessories, tools and spare parts (all subject to local availability). We will also pay for statutory and dealer delivery charges. If an identical **replacement vehicle** is not available, we will only pay the **value of your vehicle**.

We will not pay for the registration or any statutory compulsory insurance.

### Cleaning-up and removal of debris

We will pay the costs, charges and expenses, reasonably and necessarily incurred in removing or cleaning up debris following an **event** involving the vehicle or caused by, or arising from, goods falling from the vehicle.

### Transportation Costs (Driver)

If we agree to pay a claim, and at the time of the **loss** or **damage** the vehicle is rendered incapable of being driven on a road, we will pay the cost to transport the driver:

- ▼ from the place at which the vehicle has become immobilised to the driver's place of residence or
- ▼ destination, and
- ▼ to the place at which the vehicle has been repaired for the purpose of collecting the vehicle.

We will pay up to \$250 any one **loss**.

### Completion of Journey

If we agree to pay a claim and your vehicle cannot be driven and the **accident** occurred more than 100 kilometres from where your vehicle is normally garaged, we will pay the reasonable costs incurred in transporting you and any occupants of your vehicle to their home or place of work within Australia.

We will pay up to \$250 any one **loss** and \$2,500 any one **period of insurance**.

### Funeral Expenses

If we agree to pay a claim and your driver sustains a fatal injury, whether or not death occurs at the time of the **loss** we will 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 \$5,000 in any one **period of insurance**.

### Vehicle Modifications

If we agree to pay a claim and modifications are required as a consequence of your driver becoming permanently disabled, we will pay the reasonable costs involved in effecting modifications to your vehicle or to their own private vehicle. We will pay up to \$3,000 in any one **period of insurance**.

### Protection and Removal

If we agree to pay a claim, we will pay the reasonable costs of protection and removal of your vehicle to the nearest repairer, place of safety or any other location agreed to by us.

### Tyre replacement

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** tyre's remaining tread conforms with legal requirements at the time of **damage** and it was not recapped or a retread tyre.

### Windscreen

If your vehicle is a registered sedan, station wagon, panel van, 4WD or utility and we agree to pay a claim for **damage** to windscreen or windows (including incidental **damage** to bodywork), such claim will not be subject to any **excess** otherwise applicable provided that such claim is for damage to windscreen or window only.

### Locks and Keys

If your keys are lost, destroyed or **damaged**, or if there are reasonable grounds to believe the keys may have been duplicated, we will pay the costs of replacing locks and/or keys. We will pay up to \$1,000 during any one **period of insurance**.

## Additional Interests

The policy extends to include the interests of other parties as more specifically noted in your records, where such interest is disclosed in the **event of loss or damage**.

## What we pay

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

## What is a total loss or partial loss?

If your vehicle is stolen and not recovered, or is **damaged** so badly that it would cost more to repair than the **value of your vehicle** less the salvage of the wreck, we will consider the **loss or damage** to be a **total loss**. Otherwise, we will consider the **loss or damage** to be a **partial loss**.

## Partial loss

If we agree to pay your claim for a **partial loss**, we may choose to:

- ▼ repair your vehicle, or any part of it; or
- ▼ replace any part of your vehicle; or
- ▼ pay you the costs of repairing or replacing your vehicle or any part of it.

For parts or accessories that we agree to replace that are not readily available in Australia, we will only pay the last list price of these items in Australia, or the cost of similar comparable items, plus the reasonable cost of fitting.

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

## Limit to what we pay

If we agree to pay your claim, we will not pay you more than:

- ▼ the most competitive quote as adjusted by our assessor; or
- ▼ the **value of your vehicle** less salvage value,

whichever is the lesser.

## How we deal with repairers

If your vehicle is damaged and repairable, and we agree to pay a claim for partial loss, we will require you to obtain a quote from a repairer of your choice. If you do not know of any repairer(s), we can suggest a number in your local area.

## Lifetime guarantee for repairs

If your vehicle is a sedan, station wagon, 4 wheel drive or goods carrying vehicle with a carrying capacity of less than 2 tonnes, the quality of the workmanship and the materials authorised by us in the repair of the vehicle will be guaranteed for the life of your vehicle while it is still owned by you.

## Average

If your vehicle has an **insured amount** specified in the **schedule** and at the time of any **loss or damage** covered under this section, that amount is less than 80% of the **market value**, then we will only pay such proportion of the repair costs as the **insured amount** bears to the **market value**.

## Replacement of parts

Parts used in the repair of your vehicle will be new or consistent with the age and condition of your vehicle.

## Total Loss

If we agree to pay your claim for a **total loss**, we will pay you the **market value** of your vehicle or the **insured amount** whichever is the lesser, less any **excess** that may apply.

## Salvage

When we pay for a **total loss**, your vehicle or its wreck, including any specified accessories, becomes our property.

## What we exclude

We will not pay for:

- ▼ the repairing of **damage** not caused by the **event** you are claiming for;
- ▼ repairs that are done without first getting our written consent other than **emergency repairs** in accordance with the **Emergency Repairs** Additional Benefit;
- ▼ the fixing of faulty repairs that were done before this policy was taken out;
- ▼ **loss** or **damage** caused by wear and tear, corrosion, rusting or depreciation;
- ▼ **loss** or **damage** to any mechanical, structural, electrical or electronic component or part caused by its mechanical, structural, electrical or electronic breakdown, failure or breakage, but this exclusion does not apply to any subsequent **loss** or **damage** caused by or resulting from such breakdown, failure or breakage otherwise insured by this policy;
- ▼ tyre **damage** caused by punctures, bursts, road cuts or applying brakes;
- ▼ **loss** or **damage** caused by you failing to take reasonable steps to protect, prevent or diminish further **loss** of or **damage** to your vehicle after:
  - ▼ it breaks down; or
  - ▼ it is **damaged** in an **accident**; or
  - ▼ you have been notified that your stolen vehicle has been found;
- ▼ **loss** that occurs because you cannot use your vehicle;
- ▼ the hiring of a vehicle (other than the cover given under Hire of **replacement vehicle** Additional Benefit);
- ▼ vehicle accessories and tools other than those:
  - ▼ supplied by the manufacturer of your vehicle as original equipment; or
  - ▼ specified accessories;
- ▼ **loss** or **damage** to any load; or
- ▼ **loss** or **damage** caused by or arising from any person or organisation who lawfully takes possession of your vehicle.

## Section 2 – Legal Liability

We will pay for a claim for your **legal liability** as described under “What we cover”; if that **legal liability**:

- ▼ occurs during the **period of insurance**;
- ▼ occurs within Australia or its external territories; and
- ▼ was not expected or intended to give rise to **legal liability**.

### What is legal liability in this section?

**Legal liability** means that an Australian or Norfolk Island court finds, or we accept, that:

- ▼ you are; or
- ▼ a person using your vehicle with your permission is; or
- ▼ a passenger in your vehicle is; or
- ▼ your employer, principal or **business** partner is legally responsible to pay compensation for:
  - ▼ **loss** of or **damage** to property owned or controlled by someone else, or
  - ▼ the death of, or bodily injury to, another person.

### What your vehicle also means in this section

In this section, your vehicle also means:

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

that is being towed by your vehicle or a **substitute vehicle**

- ▼ legally;
- ▼ not for reward; and
- ▼ only one at any one time.

When another person makes a claim for **legal liability**, that other person has the same obligation to observe the conditions of this policy as you do.

### What we cover

We will pay a claim for **legal liability** if the **accident** that gives rise to the liability is one that is caused by:

- ▼ you or another licensed person driving, using or being in charge of your vehicle with your permission;
- ▼ your driving, using or being in charge of any other vehicle being used as a **substitute vehicle**;
- ▼ goods being carried by or falling from your vehicle or a **substitute vehicle**;
- ▼ loading or unloading your vehicle or a **substitute vehicle** on to a street or thoroughfare; or
- ▼ a passenger in your vehicle with your permission while travelling or getting in or getting out of your vehicle.

### Additional Benefits

#### Uninsured vehicles (applicable to third party only cover)

Where your vehicle is noted on the **schedule** as having Third Party Only cover, we will pay for **loss** of or **damage** to your vehicle as a result of a collision with another vehicle if:

- ▼ we agree the other driver was completely at fault;
- ▼ you tell us the name, address and licence number of the other driver;
- ▼ you tell us the registration number of the other vehicle;
- ▼ you report the **event** to the police;
- ▼ the driver or owner of the other vehicle was not insured; and
- ▼ the driver or owner was not anybody insured under this section.

We will pay up to \$5,000 for **loss** or **damage** to your vehicle during any one **period of insurance**.

## Pollution

We will also pay for your **legal liability** as set out in this section for bodily injury or **damage** to property arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of contaminants or pollutants into or upon any property, land, the atmosphere, water course or body of water (including ground water) where such discharge, dispersal, release or escape:

- ▼ is caused by or in connection with the operation ownership possession or use by you or on your behalf of your vehicle;
- ▼ is caused by a sudden identifiable unintended and unexpected incident;
- ▼ takes place in its entirety at a specific point in time during the **period of insurance**; and
- ▼ does not relate to any property, land, air, water course or body of water which you own, occupy or have in your custody or control.

We will also pay for clean up or removal costs if they are caused by such an incident.

## Fire Brigade Charges

If we agree to pay a claim and you are legally charged fire extinguishment costs by the Fire Brigade, we will pay up to \$5,000 any one **event**.

## Non Owned or Supplied Vehicles

We will also pay for your **legal liability** as set out in this section in respect of any vehicle not owned or supplied by you while that vehicle is being used or driven by you or a person authorised by you in connection with your **business**.

## What we pay

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

- ▼ compensation;
- ▼ reasonable legal fees and expenses if we have given our prior written consent to you incurring these costs; and
- ▼ costs and charges reasonably and necessarily incurred by you in removing or cleaning up debris following an **event** involving the vehicle or arising from goods falling from the vehicle.

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

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

## Limits to what we pay

If we agree to pay a claim for **legal liability**, the most we will pay for all claims arising directly or indirectly from one **event** is \$30,000,000 but restricted to:

- ▼ \$500,000 where the vehicle is being used for the transportation of dangerous goods or is attached to, or is towing, a vehicle used for the transportation of dangerous goods;
- ▼ \$500,000 during the **period of insurance** in respect of the Pollution Additional Benefit; or
- ▼ \$500,000 for any one **event** occurring within the external territories of Australia, apart from **legal liability** for death or bodily injury in respect of policies issued to policyholders whose vehicles are registered on Norfolk Island; or
- ▼ \$1,000,000 for any one **event** arising from **legal liability** for death or bodily injury in respect of policies issued to policyholders whose vehicles are registered on Norfolk Island .

This amount includes all legal costs and expenses that we agree to in writing before they are incurred or for which you or another person covered under Section 2 have a **legal liability** to someone else.

## What we exclude

We will not pay a claim for **legal liability**:

### Property Owned or Controlled

- ▼ if the **legal liability** is for **loss** of or **damage** to property which is owned or controlled:
  - ▼ by you;
  - ▼ by the person who is legally liable;
  - ▼ by any person **related** to you;
  - ▼ by any person who lives with you;
  - ▼ by your directors, officers, **business** partners or **employees**; or
  - ▼ by any person covered by this policy.

This exclusion does not apply to your **legal liability** for **damage** to motor vehicles belonging to an employee or visitor which occurs within the confines of a private car park owned or operated by you.

#### Death of or Bodily Injury to Certain Persons

- ▼ for the death of or bodily injury to:
  - ▼ you;
  - ▼ any person **related** to you;
  - ▼ any person who usually lives with you;
  - ▼ your directors, officers, **business** partners or **employees** if the **accident** that gives rise to the liability arises out of or in the course of their employment; or
  - ▼ any person who usually lives with the person who is legally liable;

#### Buses, coaches or caravans

- ▼ for the death of or bodily injury to:
  - ▼ any person in or on, getting in or on, getting out of or off any bus, coach or caravan, whether registered or deemed to be registered;

#### Statutory Insurances or Compensation Schemes

- ▼ for death or bodily injury:
  - ▼ if you or the person legally liable are entitled to be compensated by any statutory compulsory insurance, or motor vehicle **accident** compensation scheme;
  - ▼ if you or the person legally liable would have been compensated for the death or bodily injury if you had insured or registered your vehicle or lodged a claim as required by any statutory compulsory insurance or motor vehicle **accident** compensation scheme;
  - ▼ of or to any person injured by a vehicle registered in the Northern Territory of Australia;
  - ▼ of or to any person injured by a vehicle that is a Queensland registered tractor, backhoe, forklift, mobile crane or any other mobile machinery;
  - ▼ of or to any person injured by a trailer whilst being towed and/or unattached which is registered in New South Wales or Queensland; or
  - ▼ arising out of or in connection with a defect in your vehicle or in any other vehicle which causes **loss** of control whilst being driven.
- ▼ for any amount:
  - ▼ which is in excess of any monetary or other limitations imposed by law;
  - ▼ which is below any threshold amount imposed by law;
  - ▼ which is an **excess** or deductible under your compulsory third party insurance; or
  - ▼ for which you or the person legally liable would have been covered under any compulsory third party insurance as it existed at the time of the commencement of the **period of insurance** even though there may have been a change in law during the **period of insurance**;

This exclusion will not apply in respect of **legal liability** for death and bodily injury to another person if the vehicle to which the claim relates is registered on Norfolk Island:

#### Legally Not Recoverable

- ▼ in respect of any amount which by operation of law is not recoverable;

#### Lawful Possession

- ▼ caused by any person or organisation who lawfully destroys or takes possession of your vehicle;

#### Contract/Admission of Liability

- ▼ arising because you:
  - ▼ are only liable under a contract you have entered into; or
  - ▼ have accepted liability without our agreeing to it first;

#### Tool of Trade

- ▼ caused by the use or operation of the vehicle or of any attachment, item of plant or machinery (mechanical or otherwise) as a tool of trade other than for driving on a public road;

#### Vibration

- ▼ arising out of vibration caused by the vehicle;

#### Vehicle Weight

- ▼ arising out of the weight of the vehicle exceeding any lawful requirements or limit or advisory signs;

### Unregistered Vehicles

- ▼ arising out of the use or operation of an unregistered vehicle;

### Dangerous Goods

- ▼ arising out of the carrying or towing of dangerous goods, unless you comply with any applicable law or regulation for the transportation of dangerous goods;

### Asbestos

- ▼ arising directly or indirectly from:
  - ▼ the transportation, distribution, and/or storage of asbestos; or
  - ▼ any material containing asbestos or any process of decontamination, treatment or control of asbestos.

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

### Pollution

- ▼ caused by or arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse, or body of water (including groundwater), or in respect of costs or expenses incurred in preventing removing or cleaning up such contaminants or pollutants (except as covered in Additional Benefits);

### Fines / Penalties

- ▼ in respect of any penalties, fines or punitive, exemplary, multiple or aggravated **damages**; or

### Australian Jurisdiction

- ▼ in actions brought in a court outside Australia or Norfolk Island or in a court that applies other than Australian law.



# General Exclusions

We may refuse or reduce a claim:

## 1. Modified vehicle

if your vehicle has been converted or modified by someone other than the manufacturer and these conversion or modification details are not shown in your **schedule** (for example, if you put a high powered engine into your vehicle, or lower its suspension or fit oversized wheels and tyres).

## 2. Reasonable care

if you do not at all times take all reasonable care to protect your vehicle against any initial or further **loss** or **damage** (for example, if your stolen vehicle is recovered and is driveable, you must collect it as soon as possible).

## 3. Driving under the influence

if at the time of the **accident** or **event** which results in a claim:

- ▼ your vehicle is being driven or used by any person who:
  - ▼ is under the influence of alcohol or of any drug;
  - ▼ has a blood alcohol level in excess of the legal limit prescribed by the law applying in the State or Territory where the **accident** or **event** occurs; or
  - ▼ refuses to allow police to conduct a breath or blood test for the purpose of determining the blood alcohol content; or
  - ▼ refuses to allow police to conduct a random drug test or refuses to accompany police and undergo a drug test, for the purpose of determining whether a driver has recently consumed illicit drugs.

This exclusion will not apply:

- ▼ to the extent that there are any relevant laws which make it unenforceable;
- ▼ if you prove that you did not consent to your vehicle being driven or used by the person; or
- ▼ if you prove that you had no reason to suspect that the person driving or using your vehicle with your consent was affected by alcohol or drugs.

## 4. Unlicensed driver

If your vehicle is being driven or used by any person:

- ▼ who is not the holder of a current driver's licence that allows the person to drive a vehicle for the purpose for which it is being used; or
- ▼ who does not comply with all conditions imposed on their licence.

This exclusion will not apply if you prove that:

- ▼ you did not consent to your vehicle being driven or used by the person; or
- ▼ you had no reason to suspect that the person driving or using your vehicle with your consent was unlicensed.

## 5. Use of vehicle

If your vehicle is being driven or used other than for:

- ▼ commercial use in connection with your **business**; or
- ▼ private use for social, domestic or pleasure purposes.

Commercial use and private use include:

- ▼ use in connection with repair or servicing;
- ▼ driving of the vehicle by a prospective purchaser or motor vehicle dealer or valuer when sale of the vehicle is contemplated;
- ▼ use for unpaid learner-driver instruction;
- ▼ use for a private vehicle-pool arrangement;
- ▼ towing of a caravan, trailer or vehicle as long as it is not for payment; or
- ▼ use to drive to and from work.

Commercial use and private use do not include:

- ▼ use as a taxi or the carrying of passengers for hire, fare or reward (other than car sharing or pooling agreements);
- ▼ use whilst let on hire;
- ▼ use in an underground mine or for the purpose of deep mining;
- ▼ when your vehicle is driven on rails other than as cargo; or
- ▼ your vehicle being driven or used in racing, pacemaking, a reliability trial, a speed or hill-climbing test or while being tested in preparation for any of these.

## 6. Excess load

If your vehicle is being driven or used for the carrying of the number of passengers in excess of what, or towing or carrying a load which is heavier, or the dimensions are greater than, the law allows or the manufacturer specifies.

## 7. Unlawful purpose

If your vehicle is being used for an unlawful purpose by you or by someone with your permission.

## 8. Unsafe condition

If your vehicle is being driven or used while in an unroadworthy or unsafe condition.

This exclusion will not apply if you prove that:

- ▼ you could not reasonably have detected the unsafe or unroadworthy condition; or
- ▼ the **loss, damage** or **legal liability** was not caused or contributed to by the unsafe or unroadworthy condition.

## 9. Explosion of boilers

If the **loss, damage** or **legal liability** was caused by any boiler that is attached to or forms part of your vehicle.

## 10. Nuclear risks

For any **loss**, destruction, consequential **loss, damage**, injury or **legal liability** directly or indirectly caused by or contributed to by or arising from:

- ▼ ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or fission of nuclear fuel; or
- ▼ the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

## 11. Nuclear weapons

For any **loss**, destruction, consequential **loss, damage**, injury, or **legal liability** directly or indirectly caused by or contributed to by, or arising from nuclear weapons material.

## 12. War risks

For any consequence of war or warlike activities which includes invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

## 13. Terrorism

- (a) Except as otherwise for personal injury, **damage** to property, **legal liability**, **loss, damage**, or cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any **act of terrorism** regardless of any other cause or **event** contributing concurrently or in any other sequence to the personal injury, **damage** to property, **legal liability**, **loss, damage**, cost or expense; or
- (b) Except as otherwise for personal injury, **damage** to property, **legal liability**, **loss, damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

## 14. Confiscation, nationalisation or expropriation

For any **loss, damage** or consequential **loss** due to confiscation, nationalisation or expropriation, or for any **loss, damage** or consequential **loss** caused by any person or organisation who lawfully destroys or takes away your ownership or control of any property or vehicle covered by the policy.

## 15. Existing damage

For any **loss** or **damage** which happens before the **period of insurance** starts or which arises from an **event** before the **period of insurance** cover starts.

## 16. Deliberate damage

For any **loss** or **damage** caused deliberately by you, or any director, **business** partner, principal, or employee of yours, or with your permission.

## 17. Admitted Liability

For any claim for liability where you have admitted liability without our agreement.

## 18. Consequential loss

For consequential **loss** of any kind including **loss** by delay, confiscation or detention by customs or other lawful authority, **loss** of market, lack of performance, **loss** of contract or depreciation in the value of land and stock. Except as otherwise expressly provided in this policy.

# Definitions

<b>Accident</b>	An unexpected <b>event</b> that occurs in Australia and its external territories.
<b>Act of terrorism</b>	An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
<b>Business</b>	Is the <b>business</b> specified in the <b>schedule</b> .
<b>Contaminants or pollutants</b>	Includes smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants and other contaminants or pollutants.
<b>Damage</b>	Sudden and unforeseen physical <b>damage</b> or destruction
<b>Dangerous goods</b>	<ul style="list-style-type: none"><li>▼ Substances which are shown in the Australian Code for the Transport of Dangerous Goods by Road or Rail</li><li>▼ Liquid fuels, liquefied or compressed gasses, toxic chemicals, acids, organic peroxides, or corrosives</li><li>▼ Infectious, explosive radioactive, or oxidising substances</li></ul>
<b>Emergency repairs</b>	Minor repairs which are essential for you to be able to drive your vehicle safely from an <b>accident</b> or <b>event</b> causing <b>damage</b> .
<b>Employee</b>	Any person engaged by you in your <b>business</b> under a contract of service or apprenticeship.
<b>Event</b>	One incident or all incidents of a series consequent on, or attributable to, one source or original cause.
<b>Excess</b>	The first amount of each and every claim that must be paid by you, after the application of any limits. The <b>excess</b> will be deducted after the application of any limits or terms imposed by the policy.
<b>Insured amount</b>	The relevant amount specified in the <b>schedule</b> .
<b>Loss</b>	Sudden and unforeseen physical <b>loss</b> .
<b>Market value</b>	The amount you would have to pay to buy a vehicle similar to your vehicle immediately before the <b>loss</b> or <b>damage</b> , taking into account its make, model, age, kilometres travelled and condition. To determine the <b>market value</b> , we may refer to an accepted motor vehicle valuation guide used by the motor industry.
<b>Partial loss</b>	When we decide, at our option, to repair your vehicle, replace any part of it or reimburse you for the <b>loss</b> or <b>damage</b> to it. In this case, we will not treat your vehicle as a <b>total loss</b> .
<b>Period of insurance</b>	The period of time beginning on the date shown by "Start Date" on the <b>schedule</b> , and ending at 4.00 p.m on the date shown by "Expiry Date" on the <b>schedule</b> .
<b>Personal effects</b>	Clothing and personal belongings normally worn or carried but excluding personal computers, musical instruments, curios, works of art, money or credit cards.
<b>Related</b>	A person who is or was connected to you by blood, marriage or defacto relationship.
<b>Replacement vehicle</b>	A vehicle which you have bought to replace your vehicle which you have sold.
<b>Schedule</b>	The <b>schedule</b> attached to and forming part of the policy, or if the policy has been renewed the <b>schedule</b> issued with the renewal notice.
<b>Specified accessories</b>	Equipment (including auxiliary equipment attached to earthmoving, lifting or maintenance vehicles) and optional extras that <ul style="list-style-type: none"><li>▼ are not supplied by the manufacturer as original equipment</li><li>▼ you tell us about</li><li>▼ are listed in the <b>schedule</b> and</li></ul> are in or on a vehicle listed in the <b>schedule</b> .
<b>Substitute vehicle</b>	A vehicle which does not belong to you and which you, your spouse, de facto partner or an <b>employee</b> are using while your vehicle is not in use because your vehicle is unroadworthy or undergoing repair.
<b>Territorial limits</b>	Australia including its external territories.
<b>Total loss</b>	When your vehicle is stolen and not recovered, or is <b>damaged</b> so badly it would cost more to repair than the <b>value of your vehicle</b> , less the value of the salvage.
<b>Value of your vehicle</b>	The <b>market value</b> or <b>insured amount</b> , whichever is the lesser.

# contacts

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