

# MOTOR FLEET

INSURANCE PRODUCT  
DISCLOSURE STATEMENT  
AND POLICY





# Contents

<b>Product Disclosure Statement</b>	<b>1</b>
<b>Important Information</b>	<b>1</b>
The purpose of this PDS	1
Who is the insurer	1
Intermediary remuneration	1
How to contact us	1
Your cooling-off period	1
How to apply for insurance	1
How to make a claim	1
Excess – the amount you pay towards a claim	1
The amount you pay for this insurance	2
How CGU protects your privacy	2
The General Insurance Code of Practice	2
How to resolve a complaint or dispute	2
Your duty of disclosure	3
Taxation information	3
Financial Claims Scheme	3
<b>Motor Fleet Insurance Policy</b>	<b>3</b>
Your policy	3
General definitions	3
When you are insured	5
<b>Section 1</b> Damage to or theft of your vehicle	5
<b>Specific exclusions</b> Applicable to Section 1	9
<b>Section 2</b> Legal liability	9
<b>Specific exclusions</b> Applicable to Section 2	10
<b>General exclusions</b> Applicable to all sections	10
<b>General conditions</b> Applicable to all sections	12
<b>Claims procedures</b> Applicable to all sections	13
Optional additional benefits	14
How a claim payment is calculated	16



# Product Disclosure Statement

This Product Disclosure Statement (PDS) contains two sections:

- **Important Information** – contains general information about Your Motor Fleet Insurance Policy, and
- **Motor Fleet Insurance Policy** – contains the terms and conditions of Your Insurance Policy.

To assist You to locate specific items in this PDS, a table of contents is provided on the previous page.

Please read this PDS before You apply for insurance.

If You need more information about this PDS, please contact Us.

## Important Information

### The purpose of this PDS

This PDS has been prepared to help You understand this insurance product and provide You with information required under the Corporations Act 2001 to enable You to make an informed decision about Your insurance requirements. This Important Information section sets out information about the insurance.

You still need to read the Policy which provides a detailed description of the cover available and the standard terms, conditions and limitations.

This is an important document. Please read it and the other documents it refers to carefully before making a decision and keep them all in a safe and convenient place.

### Who is the insurer

CGU Insurance Limited is the Insurer. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291. In this PDS, the Insurer is also referred to as 'We', 'Us', 'Our', or 'Ours'.

### Intermediary remuneration

CGU Insurance Limited pays remuneration to insurance intermediaries when We issue, renew or vary a Policy the intermediary has arranged or referred to Us. The type and amount of remuneration varies and may include commission and other payments. If You require more information about remuneration We may pay Your intermediary You should ask Your intermediary.

## How to contact us

You may contact Us by any of the following ways:

- In person at any CGU Insurance office
- By telephone on 13 15 32
- By writing to Us at CGU Insurance, GPO Box 9902 in Your capital city
- By email on Our website [www.cgu.com.au](http://www.cgu.com.au)

## Your cooling-off period

We will refund all premium paid for cover under Your Policy if You request cancellation within 21 days of its commencement. To do this, You must advise Us in writing. You will not receive a refund if You have made a claim under Your Policy.

## How to apply for insurance

Complete Our application form. If We accept Your application for insurance, You will receive a Policy Schedule that sets out the details of the insurance You have taken out.

## How to make a claim

When something happens that You believe You can claim for, please contact Us or Your intermediary.

Details about making a claim are shown in the Policy under 'Claims Procedures'.

## Excess – the amount you pay towards a claim

An Excess is an amount You are required to pay in the event of a claim for each and every vehicle insured under the Policy. An Excess will apply to the Policy unless We agree that You do not have to pay this amount. The Excess may differ depending on the type and value of the Vehicle You wish to insure. The Excess will vary depending on a number of factors including Your Vehicle, the state where the Vehicle is garaged, Your claims experience and the value We insure Your Vehicle for.

In some circumstances You may be required to pay one or more additional Excesses. These will vary depending on the state where the Vehicle is garaged and may include:

- Age Excess applies when the driver is under 25 years of age. The Policy Schedule may show different amounts for certain age groups.
- Inexperienced driver Excess applies when the driver is 25 years and over with less than 2 years licence in Australia.

This is only a summary of how Excesses will be applied. For full details, please refer to 'Excess – when and how much' in the Claims Procedures section and Your Policy Schedule.

## The amount you pay for this insurance

The premium payable by You for this insurance will be shown on Your Policy Schedule.

The key factors that influence the premium calculation are reflected in the questions asked, and information sought, at the time of Your enquiry or application for insurance. We take into consideration a number of factors in setting Our premiums.

These factors include the make, model and type of Vehicle being insured including modifications made to the Vehicle, the age and driving experience of people who will be driving the Vehicle, where and how the Vehicle is used, the type of cover, the place where Your Vehicle is garaged, and Your previous insurance and claims history.

Your premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to the Policy. Where We are required to pay an estimated amount (e.g. for a Fire Services Levy) based on criteria set by the government, We allocate to the Policy Our estimate of the amount We will be required to pay. We may over or under recover in any particular year and We do not adjust Your premium because of this.

The premium charged together with the actual amount of these individual taxes and/or charges will be displayed in the Policy Schedule. You can ask Us for more detail.

If You change the Policy in any way, You may be entitled to a partial refund of premium or be required to pay an additional amount.

If We are unable to issue Your insurance when We receive Your application, We are required to hold Your premium in a trust account on Your behalf until Your insurance can be issued.

We will retain any interest payable by Our bank to meet, among other things, bank fees and other bank costs We incur in operating the account.

## How CGU protects your privacy

We use information provided by Our customers to allow us to offer Our products and services. This means We may need to collect Your personal information, and sometimes sensitive information about You as well (for example, health information for travel insurance). We will collect this information directly from You where possible, but there may be occasions when We collect this information from someone else.

CGU will only use Your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give Us Your information, but this may affect Our ability to provide You with insurance cover.

We may share this information with companies within Our group, government and law enforcement bodies if required by law and others who provide services to Us or on Our behalf, some of which may be located outside of Australia.

For more details on how We collect, store, use and disclose Your information, please read Our Privacy Policy located at [www.cgu.com.au/privacy](http://www.cgu.com.au/privacy). Alternatively, contact Us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 15 32 and We will send You a copy. We recommend that You obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of Our products or services, or providing Us with Your information, You agree to this information being collected, held, used and disclosed as set out in this policy.

Our Privacy Policy also contains information about how You can access and seek correction of Your information; complain about a breach of the privacy law, and how We will deal with Your complaint.

## The General Insurance Code of Practice

The purpose of the Code is to raise standards of practice and service in the general insurance industry. The objectives of the Code are:

- to commit Us to high standards of service
- to promote better, more informed relations between Us and You
- to maintain and promote trust and confidence in the general insurance industry
- to provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You; and
- to promote continuous improvement of the general insurance industry through education and training.

### Our commitment to you

We have adopted and support the Code and are committed to complying with it. Please contact Us if You would like more information about the Code

## How to resolve a complaint or dispute

### 1. Talk to us first

If You have a complaint, the first thing You or Your insurance intermediary should do is speak to one of Our staff. If Your complaint relates specifically to a claim, speak with the claims officer managing Your claim. If the staff member or claims officer are unable to resolve the matter for You, You or Your insurance intermediary may speak to a manager.

The manager will usually provide You with a response to Your complaint within 15 days. If the timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with You alternative timeframes. If You are not satisfied with Our response or We cannot agree with You on alternative timeframes, You can go to step 2.

### 2. Seek a review

If the matter is still not resolved the manager will refer You or Your insurance intermediary to the relevant dispute handling department or area who will conduct a review of Your dispute and will usually provide You with a response to Your dispute within 15 business days. If the timeframe is impractical, We will discuss with You alternative timeframes. If You are still not satisfied with Our response to Your dispute or We cannot agree on alternative timeframes, You can go to step 3.

# Motor Fleet Insurance Policy

## Your policy

This Policy sets out the terms, conditions, exclusions, limitations and endorsements that apply for the insurance We offer You. Before applying for Your insurance, please take the time to read this document carefully. If We agree to insure You, a Policy Schedule will be sent out to You which sets out the cover You have taken. When reviewing You should carefully check the details in Your Policy Schedule.

## General definitions

The intended meaning of some of the important words used throughout this Policy are shown below. Where they appear in the Policy they are shown with a capital letter. The singular shall include the plural and vice versa, except where the context otherwise requires.

**Accident or Accidental** means unintended, unforeseen, fortuitous or unanticipated happening or mishap, which is not expected or designed.

**Additional Insured** means:

- a) any person in charge of Your Vehicle with Your permission
- b) any passenger in, or on, Your Vehicle
- c) Your employer, partner or principal when Your Vehicle is used on behalf of any of them
- d) Australian governments, local governments or statutory bodies when Your Vehicle is used on behalf of any of them
- e) the legal representative of a deceased person covered under this Policy.

**Aggregate Loss Limit** means the maximum amount payable by You exclusive of GST and exclusive of any Excess applicable shown in the Policy Schedule, arising out of all Claims Incurred during the Period of Insurance.

**Agreed Value** means the amount (exclusive of GST) nominated by You that We have agreed to insure Your Vehicle for, as shown in the Policy Schedule.

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

**Dangerous Goods** means freight that consists of goods defined as dangerous in the Dangerous Goods Code.

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

**Dry Hire** means the hiring out of Your Vehicle without a driver.

**Event** means a single Accident or a series of Accidents with the same original cause.

## 3. Seek an external review

You are entitled to seek an external review of Our decision. We will provide You with information about options available to You, including, if appropriate, referring You to the external dispute resolution scheme administered by the Financial Ombudsman Service Limited (FOS).

You will not be able to have Your dispute resolved by the FOS if You are not eligible under the FOS's Terms of Reference.

Further information about Our complaint and dispute resolution procedures is available by contacting Us.

## Your duty of disclosure

### What you need to tell us

You must tell Us everything that You know, or should know, that could affect Our decision to insure You and/or the terms on which We insure You. You must do this when You apply for a Policy, when You renew Your Policy and when You change or reinstate Your Policy. When We ask You specific questions, You must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured by the Policy answers all questions in this way. These requirements are part of the Insurance Contracts Act 1984.

### What you do not need to tell us

You do not need to tell Us anything that:

- reduces Our risk
- is of common knowledge
- We know, or as an insurer should already know
- We tell You that We do not want to know.

### What will happen if you do not tell us

If You withhold relevant information or You do not answer Our questions in the way We have described, We can reduce the amount We pay for Your claim, or We can cancel Your Policy. If Your failure to tell Us is fraudulent, or Your answers are untruthful, We can treat Your Policy as if it never existed.

## Taxation information

This insurance is subject to the Goods and Services Tax (GST). The GST amount will be specified in the Policy Schedule. If You are registered for GST purposes, You may be able to claim an input tax credit in respect of GST We collect from You.

Details about the GST in relation to a payment under this Policy, are shown under 'How the Goods and Services Tax affects Your claim' in the 'Claims Procedures' section of this Policy.

## Financial Claims Scheme

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

Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 55 88 49 .

**Event Loss Limit** means the amount shown in the Policy Schedule taken into account under the Aggregate Loss Limit in respect of any one loss or series of losses resulting from any one Event.

**Excess** means the amounts shown in the Policy Schedule which You must contribute, in respect of each and every Vehicle when You make a claim. Excesses shall be cumulative.

**Hire Vehicle Costs** means the amount paid by You to hire a replacement Vehicle, but does not include running costs, Loss or Damage to the hire vehicle, any insurance excess or other costs which You may be liable for under the hire vehicle agreement.

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

**Liability** means a person's legal responsibility to pay compensation to another person.

**Loss or Damage** means sudden physical loss, damage or destruction to Your Vehicle caused by an unexpected Event not otherwise excluded by this Policy. The physical loss, damage or destruction must occur at an identifiable time and place.

**Maintenance Float** means the deposit required by Us and paid by You or on Your behalf at the commencement of the Period of Insurance in respect of Uninsured Losses.

**Market Value** means the cost (exclusive of GST and stamp duty) to replace a vehicle with another vehicle of the same age, condition, make and model, immediately before the Loss or Damage.

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

**Modification** means enhancements that affect the performance, or diminish safety, or change the characteristics of the Vehicle beyond the manufacturer's specification.

**Monthly Invoice** means a detailed invoice, issued by Us to You on a monthly basis, detailing all Uninsured Losses paid less all Uninsured Losses recovered. The invoice will provide details of each transaction applied to each loss during the previous month.

**Non-Standard Accessories** means accessories that were fitted as an optional extra at the factory or accessories that were fitted after the Vehicle left the manufacturer.

**Period of Insurance** means the period commencing at the inception date shown in the Policy Schedule and ending at or on the expiry date shown in the Policy Schedule.

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

**Personal Effects and Tools** means items of clothing, personal belongings, or tools used in connection with Your business, but not including:

- a) mobile electronic devices
- b) cheques, money, credit cards or negotiable instruments.

**Policy** means this document, the Policy Schedule and any attachment or memoranda affixed and any future documents issued to You which amends the policy wording or Policy Schedule. Together they form the insurance contract.

**Policy Schedule** means the schedule issued by Us, which forms part of this Policy and shows Your Policy number, the type of cover selected by You, and any special terms, limits, conditions, exclusions, endorsements and any Excess.

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

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

**Reasonable Costs** means appropriate and fair expenses which are not excessive or extreme in matters of pricing.

**Standard Accessories** means accessories that come standard with the Vehicle at the time of manufacture.

**Sum Insured** means the amount (exclusive of GST) specified in the Policy Schedule, or in other documents forming part of Your Policy, against each of Your Vehicles

**Third Party** means a person who is not the Insured, or is not a person to whom cover is provided directly to by this Policy.

**Tool of Trade** means use of your Vehicle or Mobile Plant for excavating, digging, grading, drilling, lifting, pumping, vacuuming or other mechanical work, other than for:

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

**Total Loss** means:

- a) We assess that the likely cost to repair the Vehicle plus the value of any salvage exceeds:
  - i. the Agreed Value if Your Vehicle is insured for Agreed Value, or
  - ii. the Market Value or Sum Insured, whichever is less, or
- b) the Vehicle is stolen and not recovered within a reasonable period of time as determined by Us.

**Uninsured Losses** means a loss We handle on Your behalf which is not insured under this Policy.

**Uninsured Vehicle** means that neither the owner nor the driver of the other vehicle is insured against Liability for property damage.

**Use of Your Vehicle** means use of Your Vehicle:

- a) in connection with Your business or occupation, or
- b) for private use.

For Section 2 Legal Liability only, Use of Your Vehicle also includes:

- a) goods falling from it
- b) loading and unloading it, but not carrying a load (or part of a load) to or from Your Vehicle
- c) towing a single trailer, caravan, or disabled vehicle.

**Valid Licence** means the appropriate licence required by law to drive or operate the Vehicle. (valid licence includes a learner's permit. The driver must be with someone who holds a full licence to drive Your Vehicle, if it is a condition of the permit.)



**Vehicle** means any mechanically propelled machine, including Standard Accessories and Permanently Attached Plant, that is designed to travel on wheels or self-laid tracks described in the Policy Schedule and including Non-Standard Accessories specified in the Policy Schedule.

**We, Us, Our, Ours** means CGU Insurance Limited, ABN 27 004 478 371.

**You, Your, Yours** or **Insured** means the person(s), companies or firms named on the current Policy Schedule as the insured.

## When you are insured

We will insure You during the Period of Insurance for the type of cover You have selected. This is on the basis that You have paid or agreed to pay Us the premium for the type of cover You have selected and which the current Policy Schedule indicates is in force.

### Type of cover

There are three types of cover available under this Policy. For each type of cover, the Policy operates as follows:

#### A. Comprehensive

You have cover under:

- **Section 1 – Damage To Or Theft Of Your Vehicle,** and
- **Section 2 – Legal Liability.**

#### B. Third Party, Fire and Theft

You have cover under:

- **Section 1 – Damage To Or Theft Of Your Vehicle.**

We will only cover Your Vehicle for:

- theft, or
- Loss or Damage caused by:
  - fire,
  - explosion, or
  - lightning.

- **Section 2 – Legal Liability.**

#### C. Third Party only

You have cover under:

- **Section 2 – Legal Liability.**

The type of cover for each insured Vehicle will be shown on Your Policy Schedule.

## Section 1 Damage to or theft of your vehicle

### Cover

We will cover You during the Period of Insurance for Loss or Damage to Your Vehicle shown in the Policy Schedule as a result of an Accident, depending on the type of cover You have selected. We will only do this if Your Vehicle is used with Your permission, within Australia or New Zealand and the Loss or Damage arises from the Use of Your Vehicle.

### Maximum limit applicable to section 1

If this Policy covers more than one Vehicle, the maximum amount We will pay for the total of all claims arising from one event is \$15,000,000 unless stated otherwise in Your current Policy Schedule.

### Additional benefits

#### Comprehensive cover

If You have a valid claim under Section 1, the cover is extended to include the following additional benefits for Comprehensive cover only. The additional benefits will not serve to increase the maximum sum payable under Section 1 beyond \$15,000,000. The additional benefits are subject to all the exclusions, terms and conditions of the Policy.

##### 1. Accumulated damage

If Your Vehicle is a novated lease Vehicle being returned, We will pay for the Reasonable Costs of accumulated damage up to \$2,500, subject to the Excess under the Policy.

##### 2. Acquired companies

We will provide Comprehensive cover to Vehicles of any company, firm or business purchased, formed or acquired by You during the Period of Insurance if:

- a) You hold a controlling interest in such company, firm or business; and
- b) You advise Us of Your interest in the company, firm or business within 30 days of such purchase, formation or acquisition; and
- c) Where the number of additional vehicles exceeds 25% of the Vehicles declared at the inception of the Period of Insurance, You provide Us with the number and types of additional vehicles insured within 60 days of its purchase, formation or acquisition and pay the additional premium as may be required.

The maximum We will pay in respect of damage to Vehicles of any company, firm or business purchased, formed or acquired by You during the Period of Insurance is the Market Value.

##### 3. Automatic addition

We will provide Comprehensive cover on vehicles purchased, hired, leased or otherwise acquired by You during the Period of Insurance, provided that:

- a) such vehicles are of a similar type to Vehicles insured by You at the commencement of the Period of Insurance

- b) the maximum We will pay, in respect of Loss or Damage to any such vehicle, is the Market Value, the amount You paid for it or \$500,000, whichever is less.

#### 4. Completion of journey

We will pay up to \$5,000 for the Reasonable Costs of:

- a) hiring another vehicle of similar make and model to complete the journey, or
- b) returning Your driver and any non fare-paying passengers to the point of departure, or, at Your option, transporting them to the driver's destination, or
- c) overnight accommodation costs if the journey cannot be completed within the day,

following Loss or Damage if Your Vehicle cannot be safely driven.

#### 5. Disabled driver modifications

We will pay up to \$10,000 for the Reasonable Costs incurred to modify Your Vehicle or Your driver's own private vehicle, if Your driver is permanently injured in an Accident involving Your Vehicle.

#### 6. Dry hire (applicable to mobile plant only)

We will extend cover on insured Mobile Plant during Dry Hire, provided that:

- a) You have an executed contract for hire agreement in place containing a provision that the hirer will be responsible for Loss or Damage; and
- b) the hire agreement is not subject to any damage waiver, or conditions restricting Our rights of subrogation.

#### 7. Emergency repairs

We will pay up to \$3,000 for the Reasonable Costs of immediate repairs to enable Your Vehicle to be driven safely or to be moved to a place of safety following Loss or Damage as a result of an Accident involving Your Vehicle.

#### 8. Emergency service costs

We will pay the Reasonable Costs for charges imposed on You by the following authorities, as a result of an Accident involving Your Vehicle:

- a) Fire Brigade
- b) State, Federal or Local Government Emergency Services
- c) Police
- d) Environmental Protection Authority
- e) or similar Statutory Authorities.

#### 9. Employees or volunteers vehicles

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

- a) Your employee or volunteer is using his or her vehicle in the course of his or her employment or volunteering with You, and
- b) Your employee or volunteer has observed and fulfilled the terms and conditions of this Policy as though Your employee or volunteer were the Insured, and

- c) the vehicle is not covered under any other policy of insurance providing similar insurance as that provided.

The maximum We will pay in respect of damage to any such vehicle is the Market Value or \$50,000, whichever is the lesser.

#### 10. Expediting expenses

We will pay up to \$5,000 or 50% of the normal repair costs, whichever is less, for the Reasonable Cost necessary to effect immediate temporary repairs or to expedite permanent repairs to Your Vehicle.

#### 11. Faultless collision excess waiver

We will not apply any Excess if:

- a) Your Vehicle is involved in a collision with another vehicle; and
- b) We are satisfied and agree that the driver of the other vehicle was totally at fault; and
- c) You provide Us with the registration number of the other vehicle, and the name and address of its driver; and
- d) Your claim exceeds the Excess(es) that would otherwise be applicable.

However, this additional benefit does not apply for an Aggregate Loss Limit Policy or for claims handling of Uninsured Losses

#### 12. First aid kit expenses

Where You, or Your driver have been involved in an Event causing injury to a Third-Party and the Event involves Loss or Damage to Your Vehicle, We will pay You or Your driver's Reasonable Costs up to a maximum of \$2,500 for any one Event towards Your or Your driver's first aid costs regarding the Third-Party, but only to the extent that such first aid has been administered and only to the extent these costs are not medical expenses which We are prohibited from providing cover for under either or both of the Health Insurance Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth).

#### 13. Funeral expenses

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

- a) arising out of an Accident involving Your Vehicle, and
- b) occurring within 12 calendar months from the date of the Accident.

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

#### 14. General average charges

We will pay general average and salvage charges which are incurred whilst Your Vehicle is being transported by sea between places in Australia, provided You obtain Our consent before You sign any general average bond and We are satisfied this is appropriate.

## 15. Immediate family travel expenses

Where You, or Your driver whilst driving Your Vehicle are injured and hospitalised as a result of an Event covered by this Policy We will pay Reasonable Costs up to a maximum of \$5,000 any one Period of Insurance for travel, accommodation, meals and related expenses for You, or Your driver's Immediate Family to visit the injured driver in hospital.

## 16. Lease or finance vehicle payout

We will pay up to 25% of the Market Value of Your Vehicle or the Sum Insured shown on Your current Policy Schedule, whichever is the lesser, toward the discharge of Your obligation under a lease agreement or finance agreement, if:

- a) Your Vehicle is declared a Total Loss, and
- b) the lease or finance agreement payout exceeds the amount payable under the basis of loss settlement, and
- c) Your Vehicle was not purchased via a personal loan or other form or credit.

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

- a) payments and interest in arrears at the time of Loss or Damage, or
- b) discounts in respect of finance discharge, including interest for the unexpired term of the agreement.

## 17. New vehicle option

If Your Vehicle is:

- a) less than 24 months old from the date Your Vehicle was first registered; and
- b) declared a Total Loss,

We will replace Your Vehicle with a new vehicle of the same make and model and with the same accessories, (or if unavailable, a vehicle of similar make and model and with similar accessories), including registration fees, compulsory third party insurance, delivery charges and stamp duty.

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

- a) any Excess that applies to Your claim; and
- b) any outstanding premiums; and
- c) the unused portion of registration fees and compulsory third party insurance of the Total Loss Vehicle.

## 18. Other interested party

In the event of any Loss or Damage to a Vehicle insured under this Policy which is subject to a lease or other financing arrangement whereby the financier retains security over the property, the financier will be an insured under this Policy but only to the extent that the financier's remaining interest in the property insured under this Policy was affected at the time of the Loss or Damage to the insured Vehicle.

## 19. Personal effects & tools

We will pay up to \$2,500 in total for loss, destruction or damage to Personal Effects and Tools belonging to You or Your employees, if they are not otherwise insured, and suffer loss, destruction or damage in an Accident involving Your Vehicle.

## 20. Removal of debris

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

- a) goods falling from Your Vehicle; or
- b) the spillage, escape, or explosion of goods being carried by Your Vehicle.

## 21. Repair guarantee

If Your Vehicle is repaired by a repairer recommended by Us, We guarantee the quality of those repairs for as long as You own the Vehicle.

## 22. Replacement glass

We will pay the Reasonable Cost to repair or replace damaged fixed glass forming part of Your Vehicle which has a carrying capacity not exceeding 5 tonnes, where the glass is damaged as the result of an Accident. No Excess will be applied to any claim under this additional benefit.

## 23. Replacement of locks and keys

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

## 24. Retrieval costs

We will pay the Reasonable Costs of removing Your Vehicle to a place of safety if Your Vehicle becomes unintentionally immobilized, bogged or stranded other than as a result of mechanical, electrical or electronic failure, impact or Accident related damage during the Period of Insurance. We will not pay more than \$10,000 under this additional benefit in respect of all claims arising from one loss or series of losses arising from one Event.

## 25. Return of vehicle following theft

We will pay the Reasonable Costs of returning Your Vehicle to it's usual place of garaging from the location Your Vehicle was recovered if Your Vehicle is recovered following theft and the Vehicle suffered no Loss or Damage. We will not pay more than \$50,000 under this additional benefit in respect of all claims arising from one Event.

## 26. Signwriting

We will pay the Reasonable Costs of signwriting or fixed advertising signs, murals, special art work, or materials, forming a permanent part of Your Vehicle following Loss or Damage to Your Vehicle.

## 27. Stamp duty for transfer of ownership

If We settle a claim on Your Vehicle as a Total Loss, We will pay You for stamp duty and transfer fees that are due on the transfer of ownership of a replacement vehicle into Your name. We will only pay an amount based on the value of the insured Vehicle immediately before the Loss or Damage.

## 28. Tarps, gates, chains, dogs & straps

We will pay for the Reasonable Costs to repair or replace tarpaulins, gates, chains, dogs and straps as a result of Loss or Damage. However this included benefit will not apply to any theft claim, unless Your Vehicle has been stolen at the same time.

## 29. Taxi fare

We will pay up to \$100 in addition to the Sum Insured for the cost of a taxi fare paid by You for transport from the scene of an accident where Your Vehicle incurs Loss or Damage and requires towing, provided that You provide Us with a receipt.

## 30. Trauma counselling

We will pay the Reasonable Costs for counselling for You, Your drivers or the Immediate Family of You or Your drivers following:

- a) Your death if it arose from the Accident which caused the Loss or Damage, or
- b) the death of Your driver if it arose from the Accident which caused the Loss or Damage, or
- c) the death of any other person if it arose from the Accident which caused the Loss or Damage and either You or Your driver was present at the Accident scene when it occurred.

We will pay for trauma counselling up to a maximum \$5,000 per Event. The trauma counselling must be directly arranged by Us. The cover is only provided to the extent that any payment does not comprise medical expenses which We are prohibited from providing cover for under either or both of the Health Insurance Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth).

## 31. Tyre replacement

We will pay the Reasonable Cost of replacing a tyre with a new tyre of similar make and specification to the tyre that is damaged, when a tyre is damaged and unable to be used again as a direct result of Loss or Damage provided that the condition of the damaged tyre's remaining tread conformed with all legal requirements at the time of Loss or Damage, and was not recapped or retreaded.

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

We will pay the Reasonable Costs to repair or replace Non-Standard Accessories or Permanently Attached Plant, limited to 25% of the Market Value of the Vehicle or \$5,000 whichever is the lesser, unless otherwise stated in the Policy Schedule.

## Comprehensive or Fire and Theft cover

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

### 1. Hire vehicle following fire or theft

We will pay for the Reasonable Cost incurred by You for hiring a replacement vehicle of similar make and model or carrying capacity, for a period of up to 30 days from the time of the Loss or Damage, following notification by You to Us of fire or theft of Your Vehicle.

We will not pay this additional benefit in respect of any period of hire continuing after Your Vehicle has been recovered and repaired, or after We settle Your claim as a Total Loss.

### 2. Towing or return of vehicle

We will pay the Reasonable Costs of towing Your damaged Vehicle after an Accident to a repairer near the Accident site or to any other place approved by Us, and pay for the Reasonable Costs of returning Your Vehicle following its repair or recovery.

### 3. Use of trailers

We will pay up to \$2,500 or the Market Value of the trailer, whichever is the lesser, for Loss or Damage sustained by any two-wheeled or four-wheeled trailer while it is attached to Your Vehicle. We will not provide any cover under this extension if there is any other insurance in place covering the same Event.

## Basis of loss settlement

The amount payable in respect of Loss or Damage to Your Vehicle insured under Section 1 will be as set out below:

### 1. Replacement, repair or reinstatement

Following Loss or Damage to Your Vehicle indemnified under Section 1, We may decide to:

- a) repair or replace Your Vehicle or, at Our option, make a cash payment equivalent to the cost of repairing or replacing Your Vehicle, or
- b) reinstate Your Vehicle to its condition before it was damaged, or
- c) pay the Market Value of Your Vehicle or the Sum Insured shown on Your current Policy Schedule, whichever is the lesser, or
- d) pay the Agreed Value if shown on Your Policy Schedule.

If We elect to repair Your Vehicle:

- a) You can suggest a repairer, or We can suggest one for You. If We do not accept Your choice of repairer, You must still cooperate with Us to select another repairer that We both agree on.
- b) When Your Vehicle is repaired, the repairer may use reusable parts or parts that are not manufactured by a supplier to the Vehicle's original manufacturer which:
  - i. are consistent with the age and condition of the Vehicle
  - ii. do not affect the safety or the structural integrity of the Vehicle
  - iii. comply with the Vehicle manufacturer's specifications and applicable Australian Design Rules
  - iv. do not adversely affect the post repair appearance of the Vehicle, and
  - v. do not void or affect the warranty provided by the Vehicle manufacturer.
- c) In repairing Your Vehicle, We may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs.

You may have to pay an Excess towards any claim (See Claims Procedures section).

## 2. Total loss

When We have settled a claim as a Total Loss:

- a) We will deduct any Excess that applies to Your claim, any outstanding premiums, and any unused portion of registration fees and compulsory third party insurance; and
- b) the wreckage becomes Our property; and
- c) any proceeds of any salvage sale becomes Ours; and
- d) the insurance on the Vehicle terminates without refund of premium.

## Specific exclusions Applicable to Section 1

We will not pay for Loss or Damage caused by or arising out of:

### 1. Consequential loss

any consequential loss or financial expenses incurred as a result of You not being able to use Your Vehicle; or

### 2. Mechanical damage, breakdown or failure

Structural, mechanical, electrical, or electronic breakdown or failure. However this specific exclusion will not apply to Loss or Damage to Your Vehicle if an Accident occurs resulting from such breakdown or failure; or

### 3. Pre existing

pre-existing damage; or

### 4. Theft or attempted theft

Loss or Damage by theft or attempted theft of Your Vehicle during or after a fire or Accident unless You have taken reasonable steps to ensure the safety of the Vehicle; or

### 5. Tyres damage

The tyres of the Vehicle being damaged by the application of brakes, or by road punctures, cuts or bursts; or

### 6. Vehicle deterioration

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

## Section 2 Legal liability

### Cover

We will indemnify You and any Additional Insured for Liability arising from property damage or bodily injury as a result of an Accident occurring during the Period of Insurance caused by the Use of Your Vehicle, if it is:

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

In addition, this part of the Policy operates for Liability arising from property damage if Your Vehicle is mobile machinery that is exempt from registration, being used on a public road or on public property and carrying a legal permit for such use.

### Maximum limit applicable to Section 2

Your current Policy Schedule shows, as the limit of indemnity, the maximum amount We will pay for the total of all claims arising from one Event being:

- \$35,000,000; or
- \$1,000,000 if Your Vehicle is being used for the transport of Dangerous Goods and complies with the Australian Code for the Transport of Dangerous Goods by Road or Rail, or the Australian Code for the Transport of Explosives by Road or Rail, or the New Zealand Transport rule: Dangerous Goods; or
- if an amount is specified in the Policy Schedule, that amount.

### Additional benefits applicable to Section 2

Where We have accepted a claim under Section 2 and subject to the exclusions listed in Section 2 and all other terms and conditions of the Policy, We will also pay the following additional benefits. These additional benefits will not serve to exceed the limit of indemnity as noted on Your current Policy Schedule.

#### 1. Contractual liability

We will indemnify You for Liability arising under any undertaking, or indemnity, given or contracted by You provided that such Liability would have attached under the Policy in the absence of such an undertaking, or indemnity.

#### 2. Damage caused by uninsured vehicles

Where Your Vehicle is insured for Third Party only or Third Party, Fire and Theft, as indicated in the Policy Schedule, We will pay for Loss or Damage to Your Vehicle caused by, or arising from, a collision with another Vehicle (other than vehicles owned by You or under Your control) provided that;

- a) the other driver is identified; and
  - i. has no insurance cover in respect of damage caused by such vehicle; and
  - ii. is substantially responsible for the damage; and
- b) You agree that We can recover any amount We pay to You from the other driver on Your behalf; and
- c) You agree not to take separate action without Our written consent.

We will not pay more than \$10,000 under this additional benefit in respect of any one Event.

#### 3. Legal costs

We will pay for legal costs and expenses incurred with Our written consent.

#### 4. Movement of other vehicles

We will pay for Your Liability for damage to Third Party property arising out of You lawfully moving any Vehicle parked in a position so as to prevent or impede the loading, unloading or legitimate passage of Your Vehicle.

## 5. Non-owned vehicles

We will pay for Your Liability arising from the use of any vehicle that is:

- a) not owned or supplied by You, and
- b) being driven by You or by a person authorised by You in connection with Your business, and
- c) not covered under any other policy of insurance providing similar insurance as that provided under this additional benefit.

We will not pay for Your Liability for loss, destruction or damage to such vehicle.

## 6. Towing disabled vehicles

We will pay for Liability or Loss or Damage to a disabled vehicle whilst being towed by Your Vehicle for the purpose of recovery of the disabled vehicle, provided You are not performing this vehicle recovery for hire, reward, or to secure salvage rights.

## 7. Inadvertent and unintentional failure to effect registration

We will pay for Your Liability caused by or arising out of the movement of any vehicle which is required to be registered or conditionally registered in accordance with the law of any State or Territory in Australia or New Zealand, but is not so registered at the time of the Loss or Damage as a result of Your inadvertent and unintentional failure to effect registration or conditional registration of that vehicle. However, the maximum amount We will pay under this additional benefit is \$100,000 for all claims in the Period of Insurance.

## Specific exclusions Applicable to Section 2

We will not pay for:

### 1. Death or bodily injury

any Liability arising from death or bodily injury:

- a) to any member of Your family or to any person ordinarily residing with You or with whom You ordinarily reside; or
- b) in respect of which You are, or any other person is, required by law to have in force a compulsory insurance policy or be a member of a statutory compensation scheme, at the time such Liability is incurred; or
- c) in respect of which insurance is required by virtue of any statutory workers' compensation scheme; or
- d) if Your Vehicle is registered in the Northern Territory of Australia or New Zealand; or

### 2. Fines or punitive damages

any fines, or any punitive, exemplary or aggravated damages which a court awards against You or another person covered under this Policy; or

## 3. Property in care or control

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

- a) employees' or visitors' vehicles and their contents while in a carpark owned or operated by You; or
- b) any building that is both rented and occupied by You; or

## 4. Territorial limits

any claim brought in any country outside Australia or New Zealand, or in a court within Australia exercising the jurisdiction of a country other than Australia; or

## 5. Tool of trade

any Liability caused by any Vehicle or Mobile Plant that is being used as a Tool of Trade other than allowed by Tool of Trade definition; or

## 6. Trailer, caravan or vehicle under tow

any damage to any trailer, caravan or disabled vehicle being towed by Your Vehicle other than the limited cover given under Section 1 – Additional benefit 'Use of trailers

## General exclusions Applicable to all sections

### 1. Asbestos

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from the use or presence of asbestos or asbestos products or asbestos contained in any products.

### 2. Dangerous goods

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from:

- a) radioactive substances in any quantity
- b) all Dangerous Goods if the manner in which they are transported does not comply with the current Australian Code for the Transport of Dangerous Goods by Road or Rail, or the Australian Code for the Transport of Explosives by Road or Rail, or the New Zealand Transport rule: Dangerous Goods or any other applicable legislation and regulations.

### 3. Deliberate act

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from a deliberate act ordered or carried out by You, or by any person acting with Your permission, except when it is to avoid or reduce damage that would otherwise happen.

### 4. Excluded driver(s)

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from:

- a) any person who does not have Your permission to be driving Your Vehicle; or

- b) any person who does not hold a Valid Licence required by law for driving Your Vehicle; or
- c) any person whose driving licence is not valid in the place where Your Vehicle is being used; or
- d) any person driving while under the influence of alcohol or any drug; or
- e) any person driving with an illegal amount of alcohol or any drug in their blood; or
- f) any person who refuses to be legally tested for alcohol or any drug; or
- g) any person or group of people excluded in Your Policy Schedule; or
- h) any unspecified person if Your Policy Schedule restricts use to specified drivers.

However, if the person driving Your Vehicle is excluded above and You can show that:

- a) Your Vehicle was stolen or illegally driven without Your permission; or
- b) You could not reasonably have known that the driver was unlicensed or would be driving while affected by alcohol or a drug,

and the driver is not named as one of the Insured, We will still provide cover under this Policy to the Insured, but not to the driver. In these circumstances, the person driving has no protection under Your Policy. Where possible, We will try to recover from the driver any amount paid to You or on Your behalf.

## 5. Lawful removal

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly resulting from the lawful seizure of Your Vehicle or Your loss of the Vehicle by any other legal process or operation of law.

## 6. Pollutants

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from:

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

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

## 7. Radioactivity

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from radioactivity, or from the use, existence or escape of nuclear fuel, material or waste, or the action of nuclear fusion.

## 8. Use of vehicle

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from:

- a) carrying passengers for payment other than private car sharing arrangements; or
- b) driving tuition for payment; or
- c) motor trade use other than servicing, repairing or testing of Your Vehicle; or
- d) use for any illegal purpose; or
- e) use for any race, trial, contest, stunt or experiment; or
- f) letting Your Vehicle on hire to others; or
- g) carrying goods unlawfully; or
- h) use of Your Vehicle in underground mines, mining shafts or tunnels that are not public roads; or
- i) use of Your Vehicle on premises of an airport that handles scheduled commercial flights, provided that this exclusion only applies to areas within the airport that are restricted and not accessible to the general public; or
- j) use of Your Vehicle on rails, tracks or cables; or
- k) use of Your Vehicle while not running solely on terra firma.

## 9. Vehicle overloading

We will not pay for any Loss or Damage or Liability if Your Vehicle is being used to carry a greater number of passengers or to convey or to tow a load in excess of that for which Your Vehicle was designed for or permitted by law. Provided however this exclusion will not apply if:

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

## 10. War or terrorism

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from:

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

## 11. Unroadworthy or unsafe condition

- a) We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from the unroadworthy or unsafe condition of the Vehicle and that condition caused or contributed to the Loss or Damage, or Liability. We will pay if You prove that You did not know, and could not reasonably have known, of the unroadworthy or unsafe condition of the Vehicle at the time of the Loss or Damage or the incurring of the Liability.

## General conditions Applicable to all sections

### Breach of conditions

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

### Cancellation

#### By you

You can cancel this Policy at any time. To do this You must ask Us in writing to cancel Your Policy. The Policy will end when We receive Your request.

#### By us

We can cancel this Policy if You do any of the following:

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

We may cancel this Policy if You fail to notify Us of a change in the circumstances of the risk during the Period of Insurance.

We may cancel this Policy if You do not do what We have told You that You are required to do.

If We cancel this Policy, We will tell You in writing.

### Change of ownership

If You dispose of Your Vehicle or give up any of Your ownership of it, Your cover comes to an end without notice. To obtain a refund, see the Cancellation section above.

### Cross liability

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

recovery in relation to any Liability or Loss or Damage that would be covered by this Policy against any party insured by the Policy, however this waiver of subrogation will not apply to any party insured who has been guilty of serious or wilful misconduct in relation to the Liability or Loss or Damage.

### Difference in excess (hired or rented vehicles)

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

### Errors and omissions

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

### Instalment premium

Your Policy does not cover any claim when an instalment premium has remained unpaid for one month or more. If You pay Your premium by instalments and You are more than one month behind, We may cancel Your Policy with notice.

### Premium adjustment clause

At the end of each Period of Insurance, You must declare to Us in writing all Your Vehicles including the Market Value, Sum Insured or Agreed Value (in accordance with the basis of cover) of each Vehicle current as at the expiry date. If the number, type or values have changed since the beginning of the Period of Insurance, the premium will be adjusted at 50% of the difference between the premium determined as at the expiry date and the premium determined at the beginning of the Period of Insurance.

### Registration of vehicles

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

### Release

We will agree to waive any rights and remedies, or relief to which We become entitled to by subrogation against any Government bodies, wherever You have been contractually obliged to release the Government bodies from liability arising from any insured peril under the policy.

### Return of premium

If Your Policy is cancelled before the due date:

- We will keep the premium that applies to the period that the Policy was in force, and
- We will return to You the premium that applies to the period from the date the Policy ended to the due date of the Policy.

### Subrogation waiver

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



## Total loss

Where a Total Loss settlement has been made and We decide to pay the Market Value, Agreed Value or Sum Insured, or if We pay for the replacement of Your Vehicle, then cover on Your Vehicle is fully used and therefore comes to an end without refund of premium.

However:

- if Your premium is payable by instalments, You must pay the balance of the annual premium for the time remaining on Your Policy before We will pay Your claim
- if Your claim is for a collision and We decide the other driver was completely at fault, We will allow this Policy to continue for a replacement Vehicle. In that event, You only pay any extra premium We require (because of the change in risk or circumstances or type or value of Vehicle) for the time remaining on Your Policy.

## What you are required to do for us

Failure to do any of these things may affect Our decision to continue Your insurance cover. Changes to the Vehicle or circumstances of the risk may also affect Our decision to continue Your insurance cover.

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

## You cannot give your rights away

You cannot give anyone else an interest in this Policy without Our written consent.

# Claims procedures

## Applicable to all sections

### Excess: when and how much

An Excess is the amount You must pay towards every claim for each Vehicle insured by Your Policy.

We will reduce the amount We pay for Your claim by the Excess.

1. The Excess amount shown on Your current Policy Schedule applies to every claim.
2. Additional Excesses:

2.1 The age Excess and inexperienced driver Excess amounts, if any, as shown on Your current Policy Schedule, apply (as below) only when Your Vehicle is actually being driven by people allowed to drive. They do not apply if Your Vehicle is not being driven, or if Your claim is for window damage only, fire, theft or storm damage.

- Age Excess applies when the driver is under 25 years of age. The Policy Schedule may show different amounts for certain age groups.
- Inexperienced driver's Excess applies if the driver is 25 years of age or older and:
  - has been licensed for less than two years to drive the class of Vehicle being driven, or
  - is licensed but does not hold a licence issued in Australia or New Zealand.
- Age Excess or inexperienced driver's Excess does not apply to a driver holding a valid learners permit and driving the Vehicle in accordance with the relevant State or Territory regulations. However the age Excess or inexperienced driver's Excess will apply to the supervising driver of the vehicle if the supervising driver, had they been the driver of the vehicle, would have been subject to the age Excess or inexperienced driver's Excess.

2.2 Other additional Excesses may be specified in the Schedule.

3. Total Excess:

The total Excess that applies to a claim is the Excess shown in Your current Policy Schedule, plus any additional Excesses that apply.

### How the Goods and Services Tax affects your claim

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

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

## Making a claim

These are things that must be done by You and any other person covered by Your Policy. If these conditions are not followed, We may refuse a claim.

### First

- Take all reasonable steps to prevent further Loss or Damage.
- Ask for the names, addresses and licence numbers of any other drivers involved, and registration numbers of the other vehicles involved.
- Try to get the names and addresses of any witnesses.
- If possible take photos of the accident scene and any vehicle damage.
- Any theft or deliberate Loss or Damage must be reported to the police immediately.
- Do not admit fault, defend a claim, or make any offer or payment to anyone without Our agreement. Allow Us to do these things.
- Keep all damaged property to allow Us to inspect if required.

### Next

Contact Us (or Your insurance adviser or authorised representative) for help, or contact CGU on 13 24 80 (13 CGU 0). Claims can be lodged 24 hours a day, 7 days a week. Alternatively You can download a claim form from [www.cgu.com.au](http://www.cgu.com.au).

### Other conditions

- Promptly send Us anything You receive about an incident that resulted in a claim, or might result in a claim (even if You are not claiming for damage to Your Vehicle).
- Give Us all reasonable help and information requested, which may include attending court to give evidence. You must do this even after We pay a claim, because We may try to recover Our payment from the responsible person or We may want to defend a claim that some other person has made against You.
- Do not make any false statements in connection with Your Policy or any claim that You make.

### Rights of conduct and recovery

If You have a right to claim against someone else for a claim You made under this Policy, You give Us Your rights to make that claim. You also give Us Your rights to conduct, defend or settle any legal action and to act in Your name. You must not do anything that prevents Us from doing this and You must give Us all the information and cooperation that We require.

## Repair of your vehicle

If We decide to repair Your Vehicle, and subject to:

- cover for Your Vehicle under Section 1 being in force, and
- The exclusions, terms and conditions of the Policy:

## Repair authority

- Your Vehicle must be available for inspection by Us. We will only accept responsibility for repairs carried out under Our signed authority.
- If emergency repairs (without Our signed authority) are carried out to make Your Vehicle drivable immediately after an Accident, We will accept responsibility for the cost up to \$3,000. However, this is still subject to the exclusions, terms and conditions of the Policy.

## Contribution

- If We agree to additional repairs, painting or replacement parts that improve the condition of Your Vehicle, You must pay for the amount of the improvement.
- You will not need to pay any contribution towards the cost of replacement parts if Your Vehicle and the parts being replaced are less than two years old.

## Parts not available in Australia

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

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

## Optional additional benefits

The following optional additional benefits apply to and form part of Your Policy but only when the title appears and noted on the Policy Schedule:

### 1. Aggregate loss limit

Where this optional additional benefit is shown on the Policy Schedule, the Policy is deemed to be written as an Aggregate Loss Limit Policy.

It is agreed that You will pay all losses exclusive of any Excess applicable during the Period of Insurance up to the amount of the Aggregate Loss Limit shown in the Policy Schedule. We will pay any losses above the amount of the Aggregate Loss Limit shown in the Policy Schedule exclusive of any Excess applicable.

Where an Event Loss Limit is shown in the Policy Schedule, only losses below the amount of the Event Loss Limit and exclusive of any Excess will contribute to the deterioration of the Aggregate Loss Limit.

This optional additional benefit is subject to the following:

- a) the Aggregate Loss Limit will be adjusted at the expiry of the Period of Insurance if the total number or total value of Your Vehicles at the expiry of the Period of Insurance are higher or lower than the number or value declared at the commencement of the Period of Insurance; and
- b) You must advise all losses to Us; and
- c) We will manage all losses on Your behalf; and
- d) You will pay the agreed Maintenance Float at commencement of the Period of Insurance; and
- e) You will pay Us the amount charged on the Monthly Invoice within 14 days of You receiving same.

## 2. Burning cost

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

- a) the minimum premium payable
- b) the deposit premium payable
- c) the maximum premium payable; and
- d) a Claims Incurred adjustment factor.

Where this optional additional benefit is shown on the Policy Schedule, it is agreed that You will pay a deposit premium at the commencement of the Period of Insurance. The premium will subsequently be adjusted 90 days after expiry of the Period of Insurance based on the Claims Incurred during the Period of Insurance, multiplied by the 'adjustment factor' shown on the Policy Schedule. The ultimate premium payable for the Policy will be based on the above calculation deducting the deposit premium already paid by You and provided that the ultimate premium payable will be at least the amount of the 'minimum premium' shown on Your Policy Schedule and will not be more than the 'maximum premium' shown in Your Policy Schedule.

This optional additional benefit is subject to the following conditions:

### a. Losses following adjustment

Where losses are reported to Us following the calculation of the ultimate premium payable as set out above, You will be required to pay any additional premium based on the Claims Incurred including those additional losses multiplied by the 'adjustment factor' shown on the Policy Schedule provided that:

- i. the ultimate premium payable and any additional premium will be at least the amount of the 'minimum premium' shown on Your Policy Schedule and will not be more than the 'maximum premium' shown on Your Policy Schedule.

### b. Change in fleet size

The 'minimum premium' and 'maximum premium' shown on Your Policy Schedule will be adjusted in line with any change in fleet size taking into account the number of Vehicles and any significant change in the fleet make up; and

### c. Premium call up

We retain the right to require You to pay the difference between the deposit premium and the 'maximum premium' shown on Your Policy Schedule at any time during the Period of Insurance if Claims Incurred for the relevant period exceed 80% of the amount of the deposit premium.

## 4. Claims handling fee

Where we have agreed with You that a claims handling fee will be paid to Us in relation to Our handling of claims for losses not insured under this Policy on Your behalf and a claims handling fee is shown on the Policy Schedule, You are required to make payment to Us of the claims handling fee as set out in the Policy Schedule.

## 5. Claims handling of uninsured losses

Where We handle claims for losses not insured under this Policy on Your behalf, whether those claims are under the amount of the Excess or within an Aggregate Loss Limit Policy, You are required to:

- a) provide an agreed Maintenance Float as shown in the Policy Schedule at the commencement of the Period of Insurance; and
- b) agree to pay the amount of the Monthly Invoice within 14 days of You receiving same unless agreed otherwise and shown in the Policy Schedule.

## 6. Claims Experience Discount (CED)

Where this optional additional benefit is shown on the Policy Schedule it is agreed that, subject to You renewing this Policy for an additional 12 months, We will calculate whether a refund of premium is due to You. We will make this calculation 90 days after expiry of the Period of Insurance based on the Claims Incurred at this date.

The 'Claims Experience Discount' is calculated in accordance with the factors set out in the Policy Schedule.

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

Gross Premium x Percentage of Gross Premium, less Claims Incurred, x Percentage of Surplus, subject to a Maximum Refund Percentage.

### Example:

Gross Premium = \$120,000

Percentage of Gross Premium = 65%

Percentage of Surplus = 50%

Maximum Refund Percentage = 15%

Claims Incurred = \$50,000

### Example calculation:

1.  $\$120,000 \times 65\% = \$78,000$

2.  $\$78,000 - \$50,000 = \$28,000 \times 50\% = \$14,000$

3. Subject to maximum of  $\$120,000 \times 15\% = \$18,000$

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

This optional additional benefit is subject to the following condition:

### a. Losses following adjustment

Where losses are reported to Us following the calculation of the refund of premium as set out above, You will be required to repay any refunded premium based on a recalculation of the refund of premium with the Claims Incurred component of the formula including those additional Losses.

## How a claim payment is calculated

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

### Section 1 – Damage to or theft of your vehicle

#### Repairs to your insured vehicle

We decide to repair Your Vehicle and We choose the repairer.

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

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

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

### Section 1 – Damage to or theft of your vehicle

#### Total loss of insured vehicle – market value

We decide your Vehicle is a Total Loss.

The Market Value of the insured Vehicle is \$25,000, which is less than the Sum Insured. The damaged Vehicle is worth \$3,000.

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

We pay You \$21,727.27 (\$25,000 less \$2,272.73 ITC less \$1,000 Excess).

We retain the Vehicle.

### Section 1 – Damage to or theft of your vehicle

#### Theft of your vehicle

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

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

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

You pay the \$1,000 excess to the repairer.

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

### Section 1 – Damage to or theft of your vehicle

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

We decide Your Vehicle is a Total Loss. Your Vehicle is a sedan.

The amount for which you are responsible under the lease agreement is \$30,000, which is greater than the Market Value. The damaged Vehicle is worth \$3,000. The Market Value of the insured Vehicle is \$28,000. The amount for which You are responsible under the lease agreement is less than 25% greater than the Market Value.

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

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

## Section 1 – Damage to or theft of your vehicle

### New vehicle option

We decide that Your Vehicle is a Total Loss.

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

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

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

You pay Us a \$1,000 excess, plus any outstanding premiums, plus any unused portion of registration and compulsory third party insurance from Your Vehicle that was a Total Loss.

We retain the damaged Vehicle.

### Section 2 – Legal liability

#### Damage to third party property

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

We have paid \$1,500 to Our lawyers to defend the claim on Your behalf.

Your Excess is \$1,000.

We will pay the third party \$5,000. We will pay Our lawyers \$1,500. You must pay Us \$1,000 Excess.

# Notes

# Notes



## CONTACT DETAILS

**Enquiries** 13 24 81

**Claims** 13 24 80

### Mailing address

GPO Box 9902 in your capital city

#### **Sydney**

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Insurer  
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