

# Steadfast Secure<sup>TM</sup> Motor Plus Insurance

Product Disclosure Statement  
and Policy Wording



# Product Disclosure Statement and Policy Wording

<b>PART 1: Important information</b>	<b>3</b>
Purpose of Product Disclosure Statement	3
Welcome to Vero	3
Who is the insurer?	3
Who are Steadfast	3
Important information about Steadfast's advice	4
How you contact us	4
Updating information	4
Description of cover	4
When and how benefits are paid	5
The amount you pay for this insurance	6
How to make a claim	6
How we deal with repairers	7
Duty of disclosure	9
How we resolve your complaints	10
Cooling off	12
We respect your privacy	12
Code of Practice	16
Financial Claims Scheme	16
<b>PART 2: Your motor vehicle insurance wording</b>	<b>17</b>
General terms and conditions	17
Our contract with you	17
<b>Making a claim</b>	<b>21</b>
Action to take in the event of loss or damage	21
Settling or defending your claim	23
Damaged or stolen property	23
If you prevent our right to recover from someone else	23
When we may refuse a claim	23
Total excess payable in the event of a claim	29
How a claim payment is made	30
Claim payment examples	31
<b>Section 1 – Your third party property damage and bodily injury cover</b>	<b>42</b>
Definition of your vehicle in this section	42
What is legal liability	43
Types of legal liability you can claim for	44
If you are legally liable	44
If someone else is legally liable	46
What we will pay	48
Accident caused by an uninsured driver	48

Optional covers for third party property damage cover	52
Fire and theft cover	52
Types of loss or damage you can claim for	52
<b>Section 2 – If you have selected Comprehensive cover</b>	<b>56</b>
Definition of your vehicle in this section	56
Types of loss or damage you can claim for	57
Partial loss or damage	60
Total loss	64
New vehicle replacement if your vehicle is a total loss	66
Replacement of parts	66
Lifetime guarantee for repairs	66
Specified accessories and optional extras	68
No claims bonus (NCB)	70
Protected no claims bonus benefit	71
Lifetime no claims bonus protection	72
Loyalty bonus	72
<b>Additional benefits</b>	<b>74</b>
1. Towing and storage	74
2. Emergency repairs	74
3. Returning your vehicle to you after repair	74
4. Hire of a vehicle following a theft	74
5. Hire of a vehicle following a non fault accident	76
6. Personal items in your vehicle	78
7. Emergency accommodation and helping you and your passengers get home	78
8. Unexpired registration	80
9. Your liability under maritime law	80
10. Purchasing a replacement vehicle	80
11. Trailer and caravan cover	82
12. Finance payout	82
13. Artwork and signwriting	82
14. Returning your vehicle if it is stolen	82
15. Baby seat or capsule	84
16. Accidental death benefit	84
17. Taxi fare	84
18. Replacement keys and recoding locks	84
<b>Optional cover</b>	<b>86</b>
Restricted driver cover	86
Windscreen excess waiver	86
Protected no claims bonus benefit	88
Hire of a vehicle following a penalty claim	88
General conditions for all hire vehicle arrangements	92
<b>Definitions</b>	<b>95</b>

## Part 1: Important information

### Purpose of Product Disclosure Statement

The purpose of this Product Disclosure Statement (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.

This PDS consists of two parts:

#### 1. Important information

This part includes important information about your rights and responsibilities, the General Insurance Code of Practice and how you may contact us if you have a complaint.

#### 2. Your motor vehicle insurance policy wording

This part contains the terms, conditions, limits and definitions of your insurance policy.

Before you decide to buy this insurance please read both parts of the PDS.

### 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.

Vero aims to provide our customers with certainty and peace of mind, through innovative, specialised and expert insurance offerings.

We offer a range of insurance products including home building, home contents, private motor and caravan insurance.

### Who is the insurer?

Vero Insurance Limited ABN 48 005 297 807, AFS Licence No. 230859 is the insurer and issuer of the insurance policy and is the issuer of this PDS.

### Who are Steadfast?

Steadfast is an unlisted public company comprising of over 260 shareholders. Each shareholder is an independent insurance brokerage. This policy is available exclusively to you through shareholders of Steadfast Group Limited. Steadfast Group Limited does not issue, guarantee or underwrite this policy.

## Important information about Steadfast's advice

Any advice Steadfast gives about this policy does not take into account any of your particular objectives, financial situation or needs. For this reason, before you act on Steadfast's advice, you should consider the appropriateness of the advice taking into account your own objectives, financial situation and needs. Before you make any decisions about whether to acquire this policy Steadfast recommend you should consider the PDS.

## How you contact us

You may contact Vero by calling:

- ▼ the telephone number shown on your schedule;
- ▼ your insurance adviser; or
- ▼ 1300 794 133,

or alternatively by writing to us at:

Vero Insurance Limited  
GPO Box 1453  
Brisbane QLD 4001

## Updating information

The information in this PDS was current at the date of preparation. Vero may update some of the information in the PDS that is not materially adverse from time to time without needing to notify you. You can obtain a copy of any updated information by calling 1300 794 133. We will give you a free paper copy of any updates if you request them. If it becomes necessary we will issue a supplementary or replacement PDS.

## Description of cover

This motor vehicle insurance policy has two main types of cover, third party property damage and bodily injury cover and comprehensive cover.

If you purchase comprehensive cover, you are automatically covered for third party property damage and bodily injury cover.

### Third party property damage and bodily injury cover

This cover protects you against legal liability for:

- ▼ loss or damage to other people's property, and
- ▼ death or bodily injury to other people which is not covered under a compulsory third party insurance policy, and
- ▼ legal costs and expenses, up to \$20 million in total.

This section also provides up to \$5,000 for loss or damage to your vehicle where the other driver is at fault and not insured.

### Optional cover for third party property damage and bodily injury cover

Where you choose cover for third party property damage and bodily injury, for an additional premium you can select cover up to the lesser of \$8,000 or the market value of the vehicle for loss or damage caused by:

- ▼ theft or attempted theft,
- ▼ fire, or
- ▼ lightning or explosion.

This optional cover also includes additional benefits that are set out on page 54 of the policy wording.

For example, it includes automatic cover for accessories or optional extras unless shown on the schedule, up to 5% of the market value or \$2,000 whichever is less.

Where you have selected this optional cover, it will be shown on your schedule.

### Comprehensive cover

This cover protects you for loss or damage to your vehicle if it is destroyed or damaged due to an accident, theft or any other event with a choice of agreed value or market value cover.

This summary of the benefits available under this policy is not exhaustive and limitations and conditions will apply. Please refer to Part Two for further details of this insurance cover.

## When and how benefits are paid

The benefits provided under the policy are payable:

- ▼ when an 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.

After calculating the amount payable we will either:

- ▼ use it to pay for benefits covered under the policy, such as repair or replacement of your vehicle or towing costs;
- ▼ pay the person to whom you are legally liable; or
- ▼ pay you.

## The amount you pay for this insurance

The amount we charge you for this insurance policy is the total amount of the premium that we calculate to cover the risk, plus GST and any relevant government charges (such as stamp duty). These amounts will be shown on the policy schedule.

If you change your policy you may be entitled to a partial refund of premium or be required to pay an additional amount.

### 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 level of cover selected, the sum insured value of the vehicle and the driver's claims and driving history. For example if you select comprehensive motor insurance cover this will be more expensive than if you select third party property damage and bodily injury cover only.

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

**For further details of the factors which impact your premium, please refer to our Steadfast Secure Motor Plus Insurance Premium and Excess Guide available at [www.vero.com.au/PED](http://www.vero.com.au/PED). A copy of the Steadfast Secure Motor Plus Insurance Premium and Excess Guide can be provided to you on request, at no charge, if you contact Vero on 1300 361 028.**

### Premium discounts

From time to time we may offer premium discounts to particular customers as part of a promotion or to take account of market conditions. The amount and type of discounts offered can change at any time.

## How to make a claim

As soon as possible after an accident or event that causes the loss or damage, you must follow the process on pages 21 to 23 of the policy wording.

## How we deal with repairers

If we accept your claim and decide your vehicle can be economically repaired, we will arrange the repairs with a recommended repairer if one is available, or alternatively you can choose your own repairer and arrange repairs with them.

Where we are able to provide you with access to one of our recommended repairers, we will offer you a choice of those available in your area.

However, we may only be able to nominate one recommended repairer if there are no others available. Where we are unable to provide you with access to one of our recommended repairers, we will require you to choose your own repairer.

If we authorise repairs with a recommended repairer or your own repairer we will:

- ▼ authorise the repair of your vehicle to its condition immediately before the event,
- ▼ authorise only the use of manufacturer's approved parts if your vehicle is under warranty, but not when the date of loss is within an extended warranty period or for windscreen replacement,
- ▼ authorise only the use of new genuine parts or genuine parts which are consistent with the age or condition of your vehicle, and
- ▼ guarantee the quality of materials and workmanship in respect of the repairs for the life of the vehicle.

For windscreen repairs or replacement, we will replace the damaged windscreen or window glass, with glass which may not be produced by the original manufacturer but which will meet Australian Design Rules.

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.

If you choose your own repairer and we do not authorise repairs, we:

- ▼ will pay an amount equal to the reasonable repair costs; and
- ▼ will not provide any guarantee for the quality of materials and workmanship in respect of the repairs.

“reasonable repair costs” means an amount that takes into account:

- ▼ your repairer’s quote after having been adjusted or reduced by an experienced motor vehicle assessor we appoint, and
- ▼ quote we may choose to obtain from one of our recommended repairers.

We are not responsible for costs which occur because of delays in delivery of parts. If a part is not available in Australia, we will pay the cost of surface freight from the nearest reasonable source of supply.

You are responsible for the cost of any airconditioning modification which is required by law.

### **Important information**

It is important that you:

- ▼ read all of the PDS before you buy this insurance to make sure that it gives you the protection you need, and
- ▼ are aware of the limits on the cover provided and the amounts we will pay you (including the total excess that applies).

## **Duty of disclosure**

You have a legal duty of disclosure to us whenever you apply for, change or renew an insurance policy.

### **What you must tell us**

You have a general duty to disclose to us everything that you know, or could reasonably be expected to know, is relevant to our decision whether to insure you, and, if we do, on what terms.

However, your duty does not require you to disclose anything:

- ▼ that reduces the risk to be undertaken by us,
- ▼ that is generally well known,
- ▼ that we know or, in the ordinary course of our business, ought to know, or
- ▼ in respect of which we have waived your duty.

### **Your general duty applies to renewals and changes**

Your general duty applies in full when you renew an insurance policy or change an existing policy including when you extend or reinstate it.

### **Your general duty is limited for new policies**

When you apply for a new policy your duty of disclosure applies, but you do not need to disclose something to us unless we specifically ask you about it. However, you must be honest in answering any questions we ask you. You have a legal duty to tell us anything you know, and which a reasonable person in your circumstances would include in answering the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

### **Who needs to tell us**

It is important that you understand you are disclosing to us and answering our questions for yourself and anyone else you want to be covered by the policy.

### **If you do not tell us**

If you do not answer our questions honestly or do not properly disclose to us, we may reduce or refuse to pay a claim or may cancel the policy. If you act fraudulently in answering our questions or not disclosing to us, we may refuse to pay a claim or treat the policy as never having existed.

# How we resolve your complaints

## Resolving your complaints

If you're not satisfied, tell us... we want to know so we can help!

Our goal is to have you as a loyal and happy customer. We want you to be completely satisfied in all your dealings with us.

### Vero is committed to:

- ▼ listening to what you tell us,
- ▼ being accurate and honest in telling you about our products and services,
- ▼ communicating with you clearly, and
- ▼ resolving any complaints or concerns you have.

This is part of our commitment to the General Insurance Code of Practice. Please contact us if you would like to know more about the Code of Practice.

So 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\*), please let us know so we can help.

### How to tell us when you are not happy (or even if you just want to clarify something)...

If you have a complaint about our products or services please tell the staff member or agent you are dealing with. If your complaint is not resolved to your satisfaction or you do not wish to contact that person, you can:

Phone us on: 1800 689 762 (FREE CALL)

Fax us on: 1300 767 337

Write to us at: Reply Paid 1453  
Customer Relations Unit RE058  
GPO Box 1453  
Brisbane 4001 or

Email us on: [customer.relations@vero.com.au](mailto:customer.relations@vero.com.au)

If you choose to write us a letter please ensure that you provide as much detail as possible including the reference, policy or claim number, as well as any extra information you feel we may not already have.

\*Agents can be authorised representatives, distributors, assessors or loss adjusters and investigators (and repairers or builders when we appoint them to provide their professional opinion to us).

## What we will do...

When you first let us know about your complaint or concern:

- ▼ It will be handled by the person who has authority to deal with it, and;
- ▼ This person will review your complaint, consider the facts and contact you to resolve your complaint as soon as possible, usually within 24 hours.
- ▼ If the matter cannot then be resolved to your satisfaction, it will be referred to the relevant Manager, who will contact you within 5 working days. If you are still not satisfied with the outcome, it will be referred to our Customer Relations Team. We will send you our final decision in writing within 15 working days from the date you first made your complaint.
- ▼ If more information is required or our assessment or investigation of your complaint will take longer than 15 days to complete, we will agree a reasonable alternative timeframe with you and contact you every 10 days with details of progress.

## Rest assured...

- ▼ We are committed to answering any questions or resolving any concerns you might have.
- ▼ We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied you also have external dispute resolution options.
- ▼ You can raise certain complaints directly with the Financial Ombudsman Service Limited ("FOS"). This is an independent body and its service is free to our customers. You must contact them within 2 years of receiving our final decision.
- ▼ We agree to accept the FOS decision. You have the right to take legal action if you don't accept their decision.

## You can contact FOS by:

- ▼ phoning: 1300 780 808 for the cost of a local call
- ▼ writing to: GPO Box 3, Melbourne Victoria 3001
- ▼ faxing: (03) 9613 6399
- ▼ email: [info@fos.org.au](mailto:info@fos.org.au)
- ▼ visiting: [www.fos.org.au](http://www.fos.org.au)



The FOS is available to customers and third parties that fall within the Terms of Reference of the FOS. Where the FOS Terms of Reference do not extend to your dispute, we will give you information about other external dispute resolution options that may be available to you.

## Cooling off

You have the right to cancel and return the insurance policy within 30 days of the date it was issued to you (“cooling off period”), unless you make a claim under the policy within the cooling off period. If you cancel it in this time, we will return the amount you have paid.

To cancel at other times, please see “Cancelling your Policy” on pages 19 and 20 in your policy.

## We respect your privacy

Vero is a member of the Suncorp Group.

The Privacy Act 1988 (Cth) requires us to inform you that:

### Purpose of collection

Personal information is information about an identifiable individual and includes facts or an opinion about you which identifies you or by which your identity can be reasonably determined. The collection of your personal information is essential to enable us to conduct our business of offering and providing you with our range of financial products and services.

We collect personal information for the purposes of:

- ▼ identifying you when you do business with us;
- ▼ establishing your requirements and providing the appropriate product or service;
- ▼ setting up, administering and managing our products and services;
- ▼ assessing and investigating, and if accepted managing a claim made by you under one or more of our products;
- ▼ improving our financial products and services, including training and developing our staff and representatives.

We may be required by Anti-Money Laundering/Counter Terrorism Financing legislation to collect your personal information.

### Consequences if personal information is not provided

If we request personal information about you and you do not provide it, we may not be able to provide you with the financial product or service that you request, provide insurance cover, manage or pay any claim under an insurance policy, manage your product or provide any benefits, or provide you with the full range of services we offer.

### Disclosure

We use and disclose your personal information for the purposes we collected it.

We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

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

- ▼ other companies within the same Group;
- ▼ where required or authorised under our relationship with our joint venture companies;
- ▼ information technology providers, including hardware and software vendors and consultants such as programmers;
- ▼ customer research organisations;
- ▼ intermediaries including a representative acting on your behalf, other Australian Financial Services Licensee or our authorised representatives and our agents;
- ▼ where you are an insured person and not the policy holder, we will disclose to the policy holder;
- ▼ government, law enforcement or statutory bodies;
- ▼ the Financial Ombudsman Service;
- ▼ other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financial or investigative service providers;



- ▼ legal and other professional advisers;
- ▼ hospitals, medical and health professionals;
- ▼ research and development service providers;
- ▼ printers and mail service and delivery providers for the mailing of statements, insurance policy documents and marketing material; and
- ▼ imaging and document management services.

### Disclosure overseas

There are also instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include:

- ▼ sending your personal information to companies in the same Group;
- ▼ when you have asked us to do so;
- ▼ when we are authorised or required by law to do so;
- ▼ when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement; or
- ▼ certain electronic transactions when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

### Access

You can request access to the personal information we hold about you by contacting us.

In some circumstances, we are able to deny your request for access to personal information. If we deny your request for access, we will tell you why.

If accessing your personal information will take an extended period of time, we will inform you of the likely delay. For more detailed requests for access to personal information, for example, access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

### Marketing

We would like to use and disclose your personal information to keep you up to date with the range of products and services available from us and other companies within the same Group. Generally, our companies in the Group will use and disclose your personal information for the Group's marketing purposes.

If you do not want us to use and disclose your personal information for the purpose of marketing products and services to you, you should contact and tell us.

### Contact

Please contact us to:

- ▼ change your mind at any time about receiving marketing material;
- ▼ request access to the personal information we hold about you; or
- ▼ obtain more information about our privacy practices by asking for a copy of our Privacy Policy;

You can contact us by sending a letter to

The Privacy Officer  
GPO Box 3999  
Sydney NSW 2001

Our Privacy Policy can also be found on our website at [http://www.suncorp.com.au/suncorp/legal/privacy\\_policy.aspx](http://www.suncorp.com.au/suncorp/legal/privacy_policy.aspx)

## Code of Practice

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

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

## Financial Claims Scheme

This policy may be a 'protected policy' for the purposes of the Federal Government's Financial Claims Scheme (FCS).

**For more information about the FCS, you can read our Steadfast Secure Motor Plus Insurance Premium and Excess Guide. See page 6 for how to access the Guide.**

## Part 2: Your motor vehicle insurance policy wording

### General terms and conditions

This policy has headings, which are not part of the policy itself. Their only purpose is to give the reader a general guide about the content of the text.

#### Words with special meanings

In your policy:

"you" or "your" means the people, company or business named as the insured on your **schedule**.

We will treat a statement or claim, or an act or omission, by any one of those persons as a statement or claim, or an act or omission, by all those persons.

Where we talk about paying you, "you" includes any person we pay to fix the loss or damage (for example, a car repairer).

"we" or "our" or "us" means Vero Insurance Limited ABN 48 005 297 807.

Some words used in the policy have special defined meanings, these words are in **bold** each time they are used. The definitions of these words can be found in the Definitions section on pages 95 to 97. We also explain the meaning of some words in the policy itself.

## Our contract with you

### The contract

In the contract between you and us:

- ▼ we will agree to provide you with the insurance you select and which is shown on your **schedule**, and
- ▼ in return, you agree to pay us:
  - ▼ your **premium**,
  - ▼ **GST**, and
  - ▼ any other relevant government charges.

These amounts add up to the amount payable, which is shown on your **schedule**.

You must pay this total amount:

- ▼ when you first take out your policy, and
- ▼ each year when you accept any offer we may make to renew your policy with us. This is because a renewal is a new contract with us.

Your insurance only starts when you pay this total amount, unless we agree you can pay by instalments. If you have not paid, you are not insured.

### Terms and conditions of the contract

All the terms and conditions of the insurance contract are set out in:

- ▼ this policy, including any section you select from it, and
- ▼ the **schedule**.

These terms and conditions apply if you have to make a claim – so it is important that you:

- ▼ read this policy and your **schedule** carefully, and
- ▼ check that your details on your **schedule** are correct and up to date, and
- ▼ keep the policy and **schedule** together in a safe place.

### Change of terms and conditions

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.

### Paying by instalments

If we agree that you can pay us the total amount in a number of payments instead of all at once, this is called paying by instalments.

If you are a month (or more) late in paying an instalment, we may cancel your policy (see page 20).

We will not pay a claim if at the date of the event you are claiming for, you are a month (or more) late in paying an instalment.

### Your choice

You may take out this type of insurance with any insurer of your choice.

### Information you need to tell us

We will not cover a change in the risk unless you inform us of it and we have agreed to cover it under the policy.

You must tell us as soon as possible:

- ▼ details of any conversion or modification to **your vehicle** made by someone other than the manufacturer,
- ▼ if there is any change to the list of people who are likely to drive **your vehicle**, and
- ▼ if there is any change in the use of **your vehicle**.

We may refuse a claim and/or cancel this policy if you do not advise us of the above information as soon as possible. In some circumstances, we may also refuse cover, adjust your **premium** or cancel your policy when you provide us with this information.

You must tell us no later than at renewal:

- ▼ if you or any person who is likely to drive **your vehicle** has been charged with or convicted of any motor offence or motor infringement (but not parking fines), or had their licence suspended, cancelled or reduced to a lesser grade,
- ▼ details of any motor accidents that you or any person likely to drive **your vehicle** has had whether or not involving **your vehicle**, and
- ▼ if you or any person who is likely to drive **your vehicle** has been charged with, convicted or has any charge pending for a criminal offence.

We may refuse a claim and/or cancel the renewed policy if we are not advised of the above information by the renewal date. We may also refuse to offer renewal when you provide this information.

### Cancelling your policy

#### How you may cancel

You may cancel a 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 then return the rest of the **premium**, along with **GST** and any relevant government charges.

## How we may cancel

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

When we cancel your policy we will tell you so in writing. This notice of cancellation will be given to you in person or sent to your last known address.

We will subtract from any **premium** you have paid us, an amount to cover the period that we have already insured you for. We then return the rest of the **premium**, along with **GST** and any relevant government charges where this is allowed.

## If you pay by instalments

We may cancel your policy, by telling you in writing:

- ▼ after 3 business days, if you do not pay an instalment on the agreed date, or
- ▼ straight away, if you are a month (or more) late in paying an instalment.

If we cancel your policy, we will require you to pay us the amount owing up to the date of cancellation. You do not have to pay us any further instalment due after the date of cancellation.

## Goods and Services Tax (GST)

This section of the policy deals with:

- ▼ how **GST** is part of what you have to pay us for the policy,
- ▼ your obligation to tell us about any **input tax credit** entitlement you may have for that **GST**, and
- ▼ how **GST** affects what we pay you for any claims you make and any limits on what we pay.

As part of the total amount payable for this insurance policy, we will include an amount on account of **GST**.

Each time you make a claim under this policy, you must tell us if you are entitled to claim an **input tax credit** for the **GST** amount charged on your policy and, if you are, the proportion of the **GST** that you can claim as an **input tax credit**.

## If you are entitled to claim an input tax credit for the GST included in the amount payable:

If you do not tell us that you are entitled to an **input tax credit**, or you give us incorrect information about the proportion of the **GST** you claim as an **input tax credit**, then you may have a **GST** liability for claim payments we

make. Any such **GST** liability you have remaining when we make a cash settlement (whether it is made to you or to a third party to whom you are liable) will be your responsibility, even if you tell us your correct **input tax credit** entitlement after the payment has been made.

If you use **your vehicle** for **business use** and we settle your claim by making a cash payment to you, then we will reduce the amount we pay you by the amount of any **input tax credit** to which you would be entitled if you were to purchase replacement goods or services.

If the sum insured or the policy limit is not sufficient to cover your loss, we will pay the **GST** (less any relevant input credit tax) that relates to our proportion of your loss, less any **excess**. We will pay that **GST** in addition to your sum insured or policy limit.

If **your vehicle** is a **total loss** and you have chosen the **agreed value** option, we will not deduct any **input tax credit** entitlement from the amount of the **agreed value** shown on the **schedule**.

## If you are NOT entitled to claim an input tax credit for the GST included in the amount payable:

If the sum insured or the policy limit is not sufficient to cover your loss, we will pay the **GST** that relates to our proportion of your loss, less any **excess**. We will pay that **GST** in addition to your sum insured or policy limit. Please remember, we will apply these terms and conditions in addition to any other terms and conditions in the policy.

## Making a claim

### Action to take in the event of loss or damage

What you must do if there is an event that could lead to a claim:

- ▼ Contact us as soon as possible (refer to your **schedule** for the phone number) – we're available 24 hours a day. Our staff will advise you whether you need to bring **your vehicle** to one of our Assessing Centres or take it to a repairer. We can help with other arrangements necessary to get you back on the road as quickly as possible.
- ▼ Do everything reasonable to limit and prevent further loss or damage.

- ▼ If someone has stolen, attempted to steal or maliciously damaged **your vehicle**, call the Police immediately. If we ask, you must provide to us the name of the Police Officer and police station where you made the report.
- ▼ If **your vehicle** is involved in an accident, you should obtain the full names, addresses and phone numbers of all drivers and passengers involved and any witnesses to the accident. You will also need to obtain the vehicle registration numbers and insurance details of all vehicles involved. If damage is caused to buildings and other property please provide details of the address and owners names.
- ▼ Give us any information and other assistance we reasonably need to handle the claim.
- ▼ If you get demands, a notice of prosecution, details of an inquest or similar communications from other parties involved in the accident, you must tell us immediately. If you delay in telling us, we may not cover any legal or other costs that result from that delay.
- ▼ Tell us your entitlement to **Input Tax Credits** (ITCs) for your insurance **premium** if you are registered or should be registered for goods and services tax (**GST**) purposes. If information you give us is incorrect, we will not cover you for any resulting fines, penalties or tax charges.

### What you must not do

- ▼ Admit to anyone else involved in the accident that it was your fault.
- ▼ Unless we have agreed, negotiate or promise anyone a payment, authorise any repairs (except **emergency repairs**) to **your vehicle** (see pages 74 and 75 for details) or dispose of any damaged property.
- ▼ Accept any payment (including **excess** payments) from anyone unless we agree first.

### What you must agree to if you claim

- ▼ You must provide proof of ownership of any lost or damaged property. Proof could include **your vehicle** log book, receipts, valuations or warranties.
- ▼ You must let us inspect and, if necessary, move **your vehicle** before repairs begin.

- ▼ If we decide to defend you, settle any claim against you, represent you or try to recover money from the person who caused the loss or damage, you must give us all the assistance we need, including assistance after your claim has been paid.
- ▼ Give us any information and help we need to handle the claim. This can include agreeing to be interviewed and providing relevant documents we ask for.

### Settling or defending your claim

If we agree you have a claim, only we have the right to:

- ▼ 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.

You must co-operate with us in defending or settling your claim. You must tell us about and send us a copy of any notice, letter, claim, writ or summons as soon as possible after you receive it.

### Damaged or stolen property

You must keep any:

- ▼ damaged property, or
- ▼ stolen property that you recover, and let us inspect it if we need to.

Please remember that we take over your legal right to recover the insured property.

### If you prevent our right to recover from someone else

If you have agreed not to seek compensation from a person who is liable to compensate you for any loss, damage or liability (which is covered by this policy), we will not provide you with cover under this policy for that loss, damage or liability.

### When we may refuse a claim

We may refuse a claim for any of the following reasons. We have divided these reasons into separate parts.

The parts below show those exclusions that relate to:

- ▼ **Part 1** – your actions or your failure to act.
- ▼ **Part 2** – the actions of the driver or person using or in charge of the vehicle.

▼ **Part 3** – the vehicle at the time of the loss or damage.

▼ **Part 4** – the loss or damage.

▼ **Part 5** – legal liability only.

### **Part 1 – Your actions or your failure to act**

We may refuse to pay a claim or limit the amount payable under this policy if:

▼ there has been a change in the risk, unless you inform us of it and we have agreed to cover it under this policy.

▼ you do not comply with your duty of disclosure – (refer to the Duty of Disclosure on page 9).

▼ when applying for this insurance or when making a claim you:

▼ are not truthful,

▼ have not given us full and complete details, or

▼ have not told us something when you should have.

▼ you do not at all times:

▼ protect **your vehicle** against any initial or further loss or damage,

▼ keep **your vehicle** in good condition, and

▼ obey any laws or regulations that safeguard people or their property.

▼ you do not give us the documents and information we may need to assist with our decision in relation to a claim.

▼ you do any of the following without us 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.

▼ you do not as soon as possible make a report to the Police about:

▼ any accident involving **your vehicle** (if the law requires you to report the accident),

▼ any malicious damage to **your vehicle**, or

▼ any theft or attempted theft of **your vehicle**.

### **Part 2 – The actions of the driver or person using or in charge of the vehicle**

We may refuse to pay a claim under this policy if:

▼ **your vehicle** is being driven or used by any person who:

▼ is under the influence of alcohol or of any drug, or

▼ 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 the Police to conduct a breath or blood test for the purpose of determining the blood alcohol content, or

▼ refuses to allow the Police to conduct a random drug test, or

▼ refuses to accompany the Police and undergo a drug test, to determine 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.

▼ **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 or was not complying with any conditions imposed on their licence.

- ▼ the restricted driver option is shown on your **schedule** and **your vehicle** is being driven or used by any person under 30 years of age other than when **your vehicle** is being:
  - ▼ repaired, serviced, tested or parked by a parking attendant, or
  - ▼ used to transport a person in the event of a medical emergency. A medical emergency is a physical injury or condition, or an illness, that places a person's life at risk.

This exclusion will not apply if you prove that:

- ▼ you did not consent to **your vehicle** being driven by a person aged under 30 years old.
- ▼ **your vehicle** is being driven by a driver under the age of 25 at the time of the loss or damage, and **your vehicle** is:
  - ▼ turbo charged,
  - ▼ over 6 cylinders, or
  - ▼ supercharged,
 unless we agree to cover them.

Other than when **your vehicle** is being:

- ▼ repaired, serviced, tested or parked by a parking attendant, or
- ▼ used to transport a person in the event of a medical emergency. A medical emergency is a physical injury or condition, or an illness, that places a person's life at risk.

This exclusion will not apply if you prove that:

- ▼ you did not consent to **your vehicle** being driven by a person aged under 25 years old.
- ▼ **your vehicle** is being driven or used in connection with a business or occupation and the use shown on the **schedule** (either **private use** or **business use**), does not allow **your vehicle** to be driven or used in that manner.
- ▼ **your vehicle** is 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, except where **your vehicle** is being used in a registered charity rally and we have agreed to cover it.
- ▼ **your vehicle** is being used for an unlawful purpose by you or by someone with your permission.

- ▼ **your vehicle** is being used to carry flammable substances, chemicals or explosives, unless they are substances you are legally allowed to carry.
- ▼ **your vehicle** is being used for the carrying of passengers for hire, fare or reward.
- ▼ **your vehicle** is being used to conduct an illegal activity such as, but not limited to, a ram raid or carrying drugs or stolen goods.

This exclusion will not apply if you prove that:

- ▼ you did not consent to **your vehicle** being driven or used by the person.

### Part 3 – The vehicle at the time of the loss or damage

We may refuse to pay a claim under this policy if:

- ▼ **your vehicle** is carrying or towing a load which is heavier than the law allows or the manufacturer specifies.
- ▼ **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.
- ▼ **your vehicle** has been converted or modified by someone other than the manufacturer and these conversion or modification details are not shown on your **schedule**.

### Part 4 – Loss or damage

We do not insure you for:

- ▼ any loss, damage or **legal liability** incurred outside Australia,
- ▼ any loss, damage or **legal liability** intentionally caused by you or a person acting with your consent,
- ▼ any loss, damage, **legal liability**, 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 **legal liability**, loss, damage, cost or expense, or



- ▼ any **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**.

This policy does not cover:

- ▼ any non-financial loss including but without limitation, any losses arising from physical inconvenience, time taken to resolve a claim or settlement, interference with expectations of enjoyment or peace of mind, injury to feelings or humiliation and pain and suffering; and
- ▼ any consequential financial losses, including but without limitation, any losses arising from:
  - ▼ loss of profits, revenue or production;
  - ▼ loss of denial or opportunity;
  - ▼ loss of access to markets
  - ▼ loss of goodwill;
  - ▼ loss of business reputation, future reputation or publicity, damage to credit rating; and
  - ▼ loss of use and indirect, remote, abnormal or unforeseeable loss.

We also do not insure you under this policy for loss or damage caused by, or **legal liability** arising from:

- ▼ any person or organisation who lawfully destroys or takes possession of **your vehicle**, or
- ▼ any war, whether it has been formally declared or not, any hostilities, rebellion or revolution, or
- ▼ radio-activity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste.

### Part 5 – Legal liability only

We may refuse to pay a claim under this policy for **legal liability** that arises because you:

- ▼ are only liable under a contract you have entered into, or
- ▼ have accepted liability without us agreeing to it first.

### Total excess payable in the event of a claim

An **excess** is an amount that is payable by you when you make a claim under your insurance policy. Your policy **schedule** will show you the actual amount(s) that apply to your policy for all drivers.

There are 5 types of **excess** that may apply to your claim:

#### 1. Basic excess

We apply a basic **excess** to every claim unless:

- ▼ your **schedule** shows your basic **excess** as nil, or
- ▼ we agree you do not have to pay this **excess**.

#### Claims where only a basic excess applies

No age **excess**, undisclosed driver **excess** or inexperienced driver **excess** will apply if the claim is for:

- ▼ loss or damage caused by theft, attempted theft, malicious damage, damaged whilst parked, or
- ▼ damage caused by hail, flood, storm, and other natural disasters.

In the case of a windscreen or window glass replacement claim the basic **excess** will apply to your claim unless:

- ▼ the repairer can repair the damaged windscreen or glass instead of replacing it, or
- ▼ the windscreen **excess** waiver benefit is shown on your **schedule**.

#### 2. Inexperienced driver excess (drivers 25 years or over only)

In addition to the basic **excess**, an inexperienced driver **excess** may also apply. We apply this **excess** if the person driving the vehicle at the time of the loss or damage is 25 years of age or over and has been licensed to drive for less than 2 years.

#### 3. Age excess (drivers under 25 years only)

Where the person driving at the time of the loss or damage is under the age of 25 years of age, an age **excess** will apply in addition to the basic **excess**.

#### 4. Undisclosed driver excess (drivers under 25 years only)

An undisclosed driver **excess** applies if the driver at the time of the event giving rise to the claim is under 25 and details of the driver are not shown on the **schedule**. The undisclosed driver **excess** will apply in addition to the age **excess** and basic **excess**.

Important Note: It is important that all known drivers are disclosed to us. We may refuse a claim and/or cancel this policy if you do not advise us straight away of any additional drivers.

#### 5. Underwriting excess

An additional **excess** may be imposed based on a driver's history or the overall claims experience – this will be shown on the **schedule** and payable in addition to all other applicable **excesses**.

#### If an accident is not your fault

If we consider that an accident you are claiming for is not your fault, you will not have to pay any **excess** at all on your claim.

For more information, please read "If an accident is not your fault" on page 70.

**For more information about the excesses, you can read our Steadfast Secure Motor Plus Insurance Premium and Excess Guide. See page 6 for how to access the Guide.**

#### How a claim payment is made

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

- ▼ amount of loss or damage or liability,
- ▼ **excess**,
- ▼ sum insured,
- ▼ policy limit, and
- ▼ the terms and conditions of the policy.

#### Claim payment examples

The following examples are designed to illustrate how a claim payment might typically be calculated. Assume that the insured is not 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.

#### Example 1 – Total loss

Your vehicle is comprehensively insured for an agreed value of \$35,000. The basic excess shown on your schedule is \$500. The vehicle is damaged in an accident that is the fault of the driver of your vehicle and we assess the cost of repairs to be \$31,000. The salvage value of the vehicle is \$8,000. We decide that the vehicle is a total loss.

How much we pay		Further information
Agreed value	\$35,000	We determine your vehicle is a total loss if it would cost more to repair than the value of your vehicle, less the salvage value of the vehicle.
Less excess	-\$500	Only a basic excess applies in this example. We deduct this from the amount we pay to you.
Less outstanding premium	-\$220	If you paid your insurance by pay by the month instalments, we will deduct the remaining instalments for the period of insurance. In this example, there are four \$55 per month instalments remaining when the total loss occurs.
Claim so far	\$34,280	We would normally pay this directly to you in a total loss situation.

If instead of owning your vehicle outright, your vehicle was purchased under a finance lease and the amount owing was \$37,500 (excluding any payments in arrears and resulting interest).

How much we pay		Further information
Finance payout	+\$1,250	Under the finance payout additional benefit we will pay 50% of the difference between the amount owing under the finance arrangement and the agreed value (50% of (\$37,500 - \$35,000) = \$1,250)
Total claim	\$35,530	We would normally pay the claim directly to your financier and not to you in circumstances of a finance payout. You pay your financier any amounts left owing.

Your vehicle becomes our property and we are entitled to keep the proceeds of its sale (\$8,000) after we have paid you for the total loss. This does not affect the calculations above.

If the vehicle in example 1 was less than 2 years old at the time of the accident and not under finance, instead of paying the claim we can replace the vehicle with a new vehicle including similar accessories and parts plus on road costs e.g. registration, compulsory third party, pre-delivery. You must pay the excess to the dealership who has provided the replacement vehicle or us.

## Example 2 – Partial loss or damage

Your vehicle is comprehensively insured for an agreed value of \$48,000. The basic excess shown on your schedule is \$500. The vehicle is stolen and recovered 5 days later. It has been damaged and we assess the cost of repairs to be \$10,500 and estimate it will take 14 days to repair the vehicle.

How much we pay		Further information
Damage to vehicle	\$10,500	We normally decide a vehicle is repairable if the cost of repairs is significantly less than the agreed value.
Less excess	-\$500	Only a basic excess applies in this example. We normally require you to pay this amount directly to the repairer.
Claim so far	\$10,000	We normally pay this amount directly to the repairer.

If personal items to the value of \$850 are also stolen with the vehicle:

How much we pay		Further information
Plus personal items	+\$750	Cover for personal items are limited to \$750 per event with up to \$500 for any one item. This extra limit is in excess of the \$48,000 agreed value.
Claim so far	\$10,750	We normally pay the \$750 for personal items to you.

If you use a hire vehicle provider of your choice to hire a replacement vehicle of a similar type for a cost of \$120 per day:

How much we pay		Further information
Plus vehicle hire costs	+\$1,500	A replacement vehicle is hired for 19 days which represents 14 days during repairs and 5 days during which the vehicle was stolen and not recovered. The daily hire cost is \$120 per day for 19 days which equals a total of \$2,280. However under the hire vehicle following a theft benefit the most we will pay, if you use a hire vehicle provider of your choice is \$100 per day, up to \$1,500 in total.
Total claim	\$12,250	We pay you a contribution of \$1,500 towards the vehicle hire costs.

### Example 3 – Legal liability

Your vehicle is comprehensively insured for an agreed value of \$85,000. It is involved in an accident causing property damage to another vehicle. The insurer of the other vehicle sues the driver of your vehicle who is found by a Court to be legally liable. The Court determines that the cost of repairs for the damage caused to the other vehicle is \$53,500. The basic excess shown on your schedule is \$500. The legal costs to defend the third party legal liability claim are \$20,000.

How much we pay		Further information
Damage to other vehicle	\$53,500	We normally pay the cost of repairs directly to the third party claimant.
Less excess	-\$500	Only a basic excess applies in this example. You pay this amount to the repairer of your vehicle which was damaged in the same accident. We pay the balance of the repair cost for your vehicle.
Plus our legal costs	+\$20,000	The legal costs we incur in defending the claim are \$20,000. We normally pay the solicitor directly for these costs.
Total claim	\$73,000	

#### Example 4 – Purchasing a replacement vehicle

Your vehicle is comprehensively insured for an agreed value of \$55,000. You sell this vehicle and purchase a replacement 3 year old vehicle for \$40,000. Five days after purchasing the replacement vehicle, it is involved in an accident that is the fault of the driver of your vehicle, resulting in damage that would cost \$50,000 to repair. We decide it is a total loss. The basic excess shown on your schedule is \$500.

How much we pay		Further information
Purchase price of replacement vehicle	\$40,000	As the accident occurs within first 5 days of purchase then cover is available under the automatic cover when purchasing a replacement vehicle additional benefit. As the purchase price of your replacement vehicle is less than the agreed value we pay the purchase price.
Less excess	-\$500	Only a basic excess applies in this example. We deduct this from the amount we pay you.
Total claim	\$39,500	We would normally pay this directly to you in a total loss situation. If a financier has an interest in your vehicle we would normally pay your financier first.

#### Example 5 – Replacement of keys and locks

Your vehicle is comprehensively insured for an agreed value of \$37,000. You report that your vehicle's keys have been stolen. The basic excess shown on your schedule is \$500. The theft has been reported to the Police. It will cost \$1,800 to replace the keys and recode the locks.

How much we pay		Further information
Replace keys and recode locks	\$1,000	We pay up to \$1,000 under the replacement of keys and recoding locks additional benefit.
Less excess	-\$500	Only a basic excess applies in this example. We deduct this from the amount we pay you.
Total claim	\$500	We pay a contribution of \$500 directly to you or the repairer towards the cost of replacing your keys and recoding locks.

### Example 6 – Total loss with accessories and optional extras

Your vehicle is comprehensively insured for market value. Your vehicle is involved in an accident and we agree it is a total loss and the driver of your vehicle is at fault. The market value of your vehicle at the time of the loss is \$20,000. The basic excess shown on your schedule is \$500. No accessories or optional extras have been notified to us and none are specified on your schedule. However, your vehicle is fitted with \$1500 worth of accessories and optional extras.

How much we pay		Further information
Sum insured	\$20,000	Your vehicle is considered by us to be a total loss and we agree to pay you the market value.
Less excess	-\$500	Only a basic excess applies in this example. We deduct this from the amount we pay you.
Plus non-specified accessories and optional extras	+\$1,000	The most we will pay you for non-specified accessories and optional extras under this benefit is the lesser of 5% of the market value of your vehicle ( $5\% \times \$20,000 = \$1,000$ ) or \$2,000. Your vehicle is fitted with \$1,500 worth of accessories/optional extras. We pay you \$1,000.  NB: If you had asked us to cover and we had agreed to specify the \$1,500 worth of accessories or optional extras, then we would have paid up to the specified amount in your schedule.
Total claim	\$20,500	We would normally pay this directly to you in a total loss situation.

### Example 7 – Emergency repairs and accommodation

Your vehicle is comprehensively insured for market value. While visiting a relative in another State your vehicle is involved in an accident and the driver of your vehicle is at fault. You are more than 100km from home. The damage isn't extensive but your vehicle requires some emergency repairs before it can be safely driven. The basic excess shown on your schedule is \$500.

How much we pay		Further information
Emergency repairs	\$450	The local service station carries out \$450 worth of repairs to enable your vehicle to be driven home. The limit for this benefit is \$500, so in this example we pay the full \$450.
Plus damage to vehicle	+\$2,000	Once you have returned home, you take your vehicle to the repairer of your choice who quotes, and we accept that, \$2000 is the cost to repair the damage to your vehicle. As this is well below the market value of your vehicle we agree to repair your vehicle.
Less excess	-\$500	Only a basic excess applies in this example. We normally require you to pay this one to the repairer, however as we need to reimburse you \$450 for emergency repairs we ask you to pay \$50 to the repairer.
Total claim	\$1,950	We normally pay the repairer directly for the cost of repairs.

If your vehicle was not able to be easily repaired so as to make it safely driveable, instead of incurring the emergency repairs above we would provide you with your choice of either paying the reasonable costs of overnight accommodation for you and your passengers or pay the reasonable cost of helping you and your passengers to get home. The limit for this benefit is \$500.

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## Section 1 – Your third party property damage and bodily injury cover

This part of the policy is designed to help protect you against **legal liability** for:

- ▼ loss or damage to other people’s property, and
- ▼ the death of or bodily injury to other people. (This applies only where the **legal liability** is not covered by the statutory compulsory insurance or motor vehicle accident compensation scheme in your State or Territory. This is often referred to as “gap cover”).

## Definition of your vehicle in this section

What is **your vehicle**?

**Your vehicle** means a motor vehicle which:

- ▼ is in a roadworthy condition, and
- ▼ is shown on your **schedule**.

For **legal liability** cover **your vehicle** also means:

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

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

- ▼ legally, and
- ▼ not for reward, and
- ▼ only one is being towed at one time.

## What is legal liability?

**Legal liability** means that an Australian court or other judicial body finds, or we accept that, as a result of an accident, a person is legally responsible to pay compensation for:

- ▼ loss or damage to property owned or controlled by someone else, or
- ▼ the death of or bodily injury to another person, and the person responsible is:
  - ▼ you, or
  - ▼ a person driving **your vehicle** with your permission, or
  - ▼ a passenger in **your vehicle**, or
  - ▼ your employer, principal or partner.

## Types of legal liability you can claim for

### ✓ When we pay

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

- ▼ occurs during the **period of insurance**,
- ▼ occurs in Australia, and
- ▼ was not expected or intended to give rise to **legal liability**.

## If you are legally liable

### ✓ When we pay

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

- ▼ you driving, using or being in charge of **your vehicle**, or
- ▼ you driving, using or being in charge of any other vehicle being used as a **substitute vehicle**, or
- ▼ goods being carried by or falling from **your vehicle** or a **substitute vehicle**, or
- ▼ loading or unloading **your vehicle** or a **substitute vehicle** in a street or thoroughfare.

For an example of how we might settle a typical **legal liability** claim, refer to example 3 on page 35 of this PDS.

### ✗ When we will not pay

We will not pay a claim for **legal liability** if the accident that gives rise to **legal liability** is one that is excluded by:

- ▼ the “when we will not pay” section in these tables, or
- ▼ the “when we may refuse a claim” section (see pages 23 to 28).

### ✗ When we will not pay

We will not pay:

- ▼ for loss or damage to property which is owned or controlled by you, or
- ▼ under Section 1, for loss or damage to **your vehicle** or to a **substitute vehicle**.

We will also not pay for your **legal liability**:

- ▼ for the death of or bodily injury to:
  - ▼ you, or
  - ▼ any person related to you, or
  - ▼ any person who usually lives with you, or
  - ▼ your employees if the accident that gives rise to the liability arises out of or in the course of their employment.
- ▼ if you are entitled to be compensated by any statutory compulsory insurance, or motor vehicle accident compensation scheme, or
- ▼ for any claim that you would have been compensated for 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.

We will also not provide cover for:

- ▼ any penalties, fines or punitive, exemplary, multiple or aggravated damages, or
- ▼ actions brought in a court or other judicial body outside Australia or in a court or other judicial body that applies other than Australian law.

## If someone else is legally liable

### ✓ When we pay

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

- ▼ another licensed person driving, using or being in charge of **your vehicle**, with your permission, or
- ▼ a passenger travelling in, getting in or getting out of **your vehicle**, with your permission, or
- ▼ you or any other licensed person using **your vehicle** on behalf of your employer, principal or partner, with your permission.

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

### ✗ When we will not pay

We will not pay for the **legal liability** of any other person:

- ▼ if the other person has been refused motor insurance or has had renewal of motor insurance not offered because of their driving, claims or criminal record, or
- ▼ for damage to property that is owned or controlled by the person who is legally liable, or
- ▼ for the death of or bodily injury:
  - ▼ to the person who is legally liable, or
  - ▼ to a person who is related to the person who is legally liable, or
  - ▼ to any person who usually lives with the person who is legally liable, or
  - ▼ to the employees of the person who is legally liable if the accident that gives rise to the liability arises out of or in the course of their employment.
- ▼ for damage caused by the other person to **your vehicle** or to property owned by you,
- ▼ if that person is entitled to be compensated by any statutory compulsory insurance or motor vehicle accident compensation scheme,
- ▼ for any claim that the other person would have been compensated for 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.

We will also not provide cover for:

- ▼ any penalties, fines or punitive, exemplary, multiple or aggravated damages, or
- ▼ actions brought in a court or other judicial body outside Australia or in a court or other judicial body that applies other than Australian law.

## What we will pay

If we agree to pay a claim for **legal liability** the payment will include:

- ▼ compensation,
- ▼ legal fees and expenses if we agree to them in writing before they are incurred,
- ▼ **\$20 million** in total for all claims arising directly or indirectly from one cause.

The **\$20 million** 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 this part have a **legal liability** to someone else.

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

## Accident caused by an uninsured driver

We will also pay for loss or damage caused to **your vehicle** resulting from an accident where the other driver is not insured or their insurance company has refused to pay.

## Types of loss or damage you can claim for

You can only claim for loss or damage to **your vehicle** if:

- ▼ that loss or damage is covered in the table on page 50 under “what we cover”, and
- ▼ that loss or damage is not excluded by:
  - ▼ the “what we do not cover” in the table on page 51, or
  - ▼ the “when we may refuse a claim” section (see pages 23 to 28), and
- ▼ the accident occurs during the **period of insurance**.

Please check carefully that your claim satisfies all of these requirements.

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### ✓ What we cover

We will cover:

- ▼ loss or damage to **your vehicle**, and
- ▼ the reasonable costs of towing and storage where **your vehicle** cannot be driven.

We will pay if:

- ▼ we agree that the accident was not your fault,
- ▼ you can prove that the other driver was completely responsible,
- ▼ you tell us the other driver's or owner's name, current address and the registration number of their vehicle,
- ▼ you provide a written statement from the owner of the other vehicle confirming that the vehicle was not insured, or written evidence that their insurance company has refused to pay their claim, and
- ▼ you have reported the accident to the Police.

### ✓ What we will pay

We will pay for:

- ▼ towing and storage of the vehicle following loss or damage where the vehicle cannot be driven.

We will pay up to:

- ▼ \$5,000 in total for the loss or damage to **your vehicle** including towing and storage costs.

### ✗ What we do not cover

We will not pay:

- ▼ for loss or damage to **your vehicle** if:
  - ▼ the driver or owner of the other vehicle was:
    - ▼ you, or
    - ▼ your spouse or de facto partner, or
    - ▼ any member of your immediate family, or
    - ▼ any person who usually lives with you, or
  - ▼ the accident was your fault.

### ✗ What we will not pay

We will not pay for:

- ▼ more than the **reasonable costs** to:
  - ▼ tow **your vehicle** to the repairer, or
  - ▼ store **your vehicle** at the repairers premises.

# Optional covers for third party property damage cover

## Fire and theft cover

This option is available if you have selected third party property damage cover. If you have selected to have the additional cover for fire and theft, an additional **premium** will apply and the cover will be shown on your **schedule**.

## Types of loss or damage you can claim for:

You can only claim for loss or damage to **your vehicle** if:

- ▼ that loss or damage is caused by one or more of the events shown in the following table under “what we cover”, and
- ▼ that loss or damage is not excluded by:
  - ▼ the “what we do not cover” in the following table, or
  - ▼ the “when we may refuse a claim” section (see pages 23 to 28), and
- ▼ the accident occurs during the **period of insurance**, and
- ▼ we show on your **schedule** that this cover applies.

Please check carefully that your claim satisfies all of these requirements.

### ✓ What we cover

We will pay for loss damage caused by:

- ▼ attempted theft,
- ▼ theft,
- ▼ fire,
- ▼ lightning,
- ▼ explosion.

### ✗ What we do not cover

We will not pay for:

- ▼ loss or damage caused to **your vehicle** by an accident, storm (excluding **loss or damage** caused by lightning), hail, malicious damage or any other event not listed under ‘what we cover’.
- ▼ loss or damage caused by a bushfire, storm or flood occurring within the first 72 hours from the start of this insurance cover but we will cover these events if this policy began on the same day:
  - ▼ you bought **your vehicle**,
  - ▼ that another policy covering the vehicle expired, but only up to the sums insured covered under the expired policy (any increase in sums insured will not be covered for these events for the first 72 hours).

## ✓ What we will pay

We will pay up to:

- ▼ the **market value** of **your vehicle**, or
- ▼ **\$8,000**

whichever is less.

We will also pay for:

- ▼ towing and storage of the vehicle following loss or damage where the vehicle cannot be driven,
- ▼ tools and spare parts for **your vehicle** that are stolen or damaged,
- ▼ up to **5%** of the vehicle's **market value** or **\$2,000**, whichever is the lesser, for accessories or optional extras,
- ▼ the costs to hire a vehicle of a similar type to **your vehicle** following a theft. This benefit will be provided on the same terms and conditions as Additional Benefit 4: Hire of a vehicle following theft. Please refer to page 74 to 77 for full terms and conditions.

## ✗ What we will not pay

We will not pay for:

- ▼ repairs that are completed without first getting our written approval,
- ▼ the cost of repairing damage not caused by the event you are claiming for,
- ▼ the cost of fixing faulty repairs that were done before this policy was first issued,
- ▼ wear and tear, corrosion, rusting or depreciation,
- ▼ mechanical, structural, electrical or electronic breakdown, failure or breakage,
- ▼ tyre damage caused by punctures, bursts, road cuts or applying brakes,
- ▼ loss or damage caused by you failing to protect **your vehicle** after:
  - ▼ it breaks down,
  - ▼ it is damaged in an accident, or
  - ▼ you have been notified that your stolen vehicle has been found,
- ▼ loss or damage caused by a failure to lock the vehicle or remove the car keys or the remote keyless entry/alarm pad from the vehicle while it is unoccupied, or
- ▼ loss that occurs because you cannot use **your vehicle**,
- ▼ loss or damage caused if any person or organisation lawfully takes away **your vehicle**,
- ▼ more than **\$250** for tools and spare parts for **your vehicle** while in or on **your vehicle**, other than those supplied by the manufacturer of **your vehicle** as original equipment,
- ▼ more than **5%** of the vehicle's **market value** or **\$2,000**, whichever is the lesser, for accessories or optional extras unless the items are specified and shown on the **schedule**.

We will also not pay:

- ▼ more than **reasonable costs** to:
  - ▼ tow **your vehicle**, or
  - ▼ store **your vehicle**, or
- ▼ towing and storage following any loss or damage caused to **your vehicle** by an accident, storm, hail, malicious damage or any other event not listed under 'what we cover'.



## Section 2 – If you have selected comprehensive cover

### Definition of your vehicle in this section

In addition to the definition on page 42 and 97, **your vehicle** includes any of its:

- ▼ accessories and spare parts installed by its manufacturer as standard equipment, and
- ▼ up to **5%** of **your vehicle's market value** or **\$2,000**, whichever is the lesser amount for non- specified accessories or optional extras – these will include those fitted by the manufacturer or dealer, and
- ▼ **specified accessories and optional extras** that are either in or on it, or in your locked and secure private garage, and
- ▼ other tools and spare parts for **your vehicle** whilst in or on **your vehicle** up to **\$250** in total.

The motor vehicle must:

- ▼ be in a roadworthy condition, and
- ▼ be shown on your **schedule**.

#### Important

If you purchase a **replacement vehicle**, we will consider the **replacement vehicle** to be **your vehicle**. You must provide us with details of the **replacement vehicle** within 14 days of its purchase and pay us any additional **premium** that is required.

## Types of loss or damage you can claim for:

You can only claim for loss or damage to **your vehicle** if:

- ▼ that loss or damage is caused by one or more of the events shown in the table on page 58 under “what we cover”, and
- ▼ that loss or damage is not excluded by:
  - ▼ the “what we do not cover” section (in the table on page 59 and 61), or
  - ▼ the “when we may refuse a claim” section (see pages 23 to 28), and
- ▼ the accident or event occurs during the **period of insurance**, and
- ▼ we show on your **schedule** that this cover applies.

Please check carefully that your claim satisfies all of these requirements.

## ✓ What we cover

We will pay you for loss or damage to **your vehicle** caused by:

- ▼ accident,
- ▼ theft,
- ▼ any other event.

## ✗ What we do not cover

We will not pay for:

- ▼ repairs that are undertaken without first getting our approval other than **emergency repairs** (see page 74), or
- ▼ the cost of repairing damage not caused by the accident or event you are claiming for, or
- ▼ the cost of fixing faulty repairs that were undertaken before this policy was first issued, or
- ▼ wear and tear, corrosion, rusting or depreciation, or
- ▼ mechanical, structural, electrical or electronic breakdown, failure or breakage, or
- ▼ tyre damage caused by punctures, bursts, road cuts or applying brakes, or
- ▼ loss or damage caused by you failing to protect **your vehicle** after:
  - ▼ it breaks down, or
  - ▼ it is damaged in an accident, or
  - ▼ you have been notified that **your vehicle** has been found following its theft, or
- ▼ loss or damage caused by a failure to lock the vehicle or remove the car keys or the remote keyless entry/alarm pad from the vehicle while it is unoccupied, or
- ▼ loss that occurs because you cannot use **your vehicle**, or
- ▼ the cost of hiring a vehicle when additional benefits 4 or 5 (see pages 74 to 79) do not apply, or
- ▼ more than **\$250** for tools and spare parts for **your vehicle** not supplied by the manufacturer as original equipment, or
- ▼ more than **5%** of the vehicle's **market value** or **\$2,000**, whichever is the lesser, for accessories or optional extras unless the items are specified and shown on the **schedule**.
- ▼ the cost of any air-conditioning modification which is required by law.

### ✓ What we cover

Refer to page 58 'What we cover' for full details.

## Partial loss or damage

### ✓ What we will pay

We will pay:

Where we pay a claim for **partial loss** or damage 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.

### ✗ What we do not cover

We will not pay for:

- ▼ loss or damage caused by a bushfire, storm or flood occurring within the first 72 hours from the start of this insurance cover but we will cover these events if this policy began on the same day:
  - ▼ you bought **your vehicle**,
  - ▼ that another policy covering the vehicle expired, but only up to the sums insured covered under the expired policy (any increase in sums insured will not be covered for these events for the first 72 hours).

### ✗ What we will not pay

We will not pay for more than:

- ▼ the most competitive quote as adjusted by our assessor and agreed by the repairer, or
  - ▼ the value of **your vehicle**,
- whichever is less.

## Parts not available in Australia

For parts or accessories that we agree to replace that are not readily available in Australia, we will pay:

- ▼ the cost of the parts or accessories, along with the cost of surface freight from the nearest reasonable source of supply, or
- ▼ the cost of similar comparable parts or accessories.

We will also pay the reasonable cost of fitting the parts or accessories.

We are not responsible for any costs or expenses that arise because of delays in delivery of parts or accessories.

We will subtract the total **excess** that may apply.

## Before we pay you for partial loss or damage

### If your vehicle can still be driven

If **your vehicle** can still be driven you can either:

- ▼ allow us to arrange the repairs on your behalf with one of our **recommended repairers** (where possible), or
- ▼ choose your own repairer and obtain a quote for for the repairs.

Please call us first to advise which option you wish to use.

Where we are able to provide you with access to one of our **recommended repairers**, we will offer you a choice of those available in your area.

However, we may only be able to nominate one **recommended repairer** if there are no others available. Where we are unable to provide you with access to one of our **recommended repairers**, we will require you to choose your own repairer. If we authorise repairs with a **recommended repairer** or your own repairer we will:

- ▼ authorise the repair of **your vehicle** to its condition immediately before the event,
- ▼ authorise only the use of manufacturer's approved parts if **your vehicle** is under warranty, but not when the vehicle has an extended warranty or for windscreen replacement,
- ▼ authorise only the use of new genuine parts or genuine parts which are consistent with the age or condition of **your vehicle**, and
- ▼ guarantee the quality of materials and workmanship in respect of the repairs for the life of the vehicle.

For windscreen repairs or replacement, we will replace the damaged windscreen or window glass, with glass which may not be produced by the original manufacturer but which will meet Australian Design Rules.

If you choose your own repairer and we do not authorise repairs, we:

- ▼ will pay an amount equal to the **reasonable repair costs**; and
- ▼ will not provide any guarantee for the quality of materials and workmanship in respect of those repairs.

### If your vehicle cannot be driven

If **your vehicle** cannot be driven you can authorise us to arrange for **your vehicle** to be towed to:

- ▼ our nearest Assessing Centre,
- ▼ a **recommended repairer**, or
- ▼ a repairer of your choice.

Please call us first to advise which option you wish to use.

### How partial loss or legal liability affect your sum insured

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

If cover is no longer required for any one or more of your **specified accessories and optional extras**, we must be notified in order for us to delete these items from the **schedule**.

## Total loss

### ✓ What we will pay

- ▼ If **your vehicle** is a **total loss** we will pay the total finance amount that you owe on **your vehicle** to the financier, and then pay you the balance, less the total **excess** that applies. If **your vehicle** is not financed, we will deduct the **excess** (if any), prior to paying you.

### Before we pay you for a total loss

**Your vehicle** will be a **total loss** if it is stolen and not recovered. However, if **your vehicle** is substantially damaged and cannot be driven we will need to assess if repairs can be carried out, or if the vehicle is a **total loss**. As with a **partial loss** we will require you authorise us to arrange for **your vehicle** to be towed to:

- ▼ our nearest Assessing Centre,
- ▼ a **recommended repairer**, or
- ▼ a repairer of your choice.

Please call us first to advise which option you wish to use.

### The end of the contract following a total loss

Once a claim has been paid for a **total loss**, your policy will no longer be operative as the contract has ended. You will not be entitled to any refund of **premium**.

Instalment policies – If you pay your **premium** by instalments, we will deduct any remaining instalments from the amount of the claim before we pay it to you. This is because it is an annual contract that is paid by instalments.

### The salvage

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

### ✗ What we will not pay

If the sum insured shown on your **schedule** is **market value**:

- ▼ we will not pay more than the **market value** of **your vehicle** (less the total **excess** payable), at the time of the loss or damage.

If the sum insured shown on your **schedule** is **agreed value**:

- ▼ we will not pay more than the amount that we agreed to insure **your vehicle** for shown on your **schedule** (less the total **excess** payable).

## New vehicle replacement if your vehicle is a total loss

### ✓ What we will pay

We will pay to replace **your vehicle** if:

- ▼ the **total loss** occurs within 2 years from the date that **your vehicle** was originally registered, and
- ▼ you want us to, 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 (or similar if it is no longer available), including similar accessories, tools and spare parts (all subject to local availability).

We will also pay the following costs on your new vehicle replacement:

- ▼ statutory charges, and
- ▼ dealer delivery charges.

We will pay any additional costs for:

- ▼ the first 12 months registration costs, and
- ▼ compulsory third party insurance.

For an example of how we might settle a typical claim under this benefit, refer to example 1 on pages 31 to 32 of this PDS.

Remember, we will require you to pay us any total **excess** that may apply.

### Replacement of parts

**Your vehicle** will be repaired using either genuine new parts, or genuine parts that are consistent with the age and condition of **your vehicle**.

If we agree to replace parts, we will replace these so that they comply with any relevant statutory requirement.

### Lifetime guarantee for repairs

If we authorise repairs for **your vehicle**, we will guarantee the repairs against any defect due to workmanship or faulty material for the life of **your vehicle**.

If you choose your own repairer and we pay **reasonable repair costs** instead of authorising repairs, we will not provide a lifetime guarantee for the repairs.

### ✗ What we do not pay

- ▼ We will not pay for the unused portion of the 12 months registration and compulsory third party insurance where you are entitled to a refund on these for the **total loss** vehicle.

Note: We will need proof of the refund amount that you are entitled to for the unused registration costs and compulsory third party insurance, this amount must then be paid to the dealer upon delivery of your new vehicle.

- ▼ Where **market value** is paid, we will not pay more than the fair and reasonable price of **your vehicle** as a new purchase.

# Specified accessories and optional extras

## When to specify accessories and optional extras

This policy provides automatic cover for accessories and optional extras, including those fitted by the manufacturer or dealer, up to **5%** of **your vehicle's market value** or **\$2,000** whichever is the lesser.

If you require cover for any additional accessories or optional extras you will need to tell us and pay any additional **premium** required by us. You will not automatically be covered for more than **5%** of **your vehicle's market value** or **\$2,000** whichever is the lesser.

Where additional cover is provided, the item(s) will be shown on your **schedule**.

### ✓ What we will pay

- ▼ We will pay for the cost of repairing those items that can be repaired economically.

If the **specified accessories and optional extras** cannot be economically repaired, we may choose to either:

- ▼ supply you with a replacement item with a similar age and condition as the stolen or damaged item, or
- ▼ pay you the amount it would cost us to replace that item with one of a similar age and condition.

Please note – We will try to match materials or items used in repairing or replacing the original item. If this is not possible, we reserve the right to use nearest equivalent or similar materials or items.

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

For an example of how we might settle a typical claim under this benefit, refer to example 6 on page 38 of this PDS.

### ✗ What we will not pay

We will not pay for:

- ▼ more than **5%** of the vehicle's **market value** or **\$2,000**, whichever is the lesser, for accessories and optional extras if they are not listed on the **schedule**.

## Tell us about your "new" accessories and optional extras

If we pay a claim to replace any **specified accessory and optional extras**, you must tell us if you want the replacement item/s to be insured. If you do not tell us, your cover will reduce to **5%** of the vehicle's **market value** or **\$2,000**, whichever is the lesser for those accessories and optional extras in addition to other items specified. If we agree to provide cover for the **specified accessories and optional extras**, the items will be added to your policy and will then be shown on your **schedule**.

## No claim bonus (NCB)

A no claim bonus recognises your good driving and claims history record where you are insured for comprehensive cover.

If you are entitled to a no claims bonus, your **schedule** will reflect this in the **premium** you are charged.

### Earning a no claims bonus

If you are not entitled to a maximum no claims bonus when you insure with us, you will earn a bonus at the end of each annual **period of insurance** subject to there having been no loss or damage that falls within the definition of **penalty claim**.

**For more information about the no claim bonus, you can read our Steadfast Secure Motor Plus Insurance Premium and Excess Guide. See page 6 for how to access the Guide.**

If you insure with us without a no claims bonus and remain insured for comprehensive cover for a continuous period of 4 years without a **penalty claim**, you will then be entitled to a maximum no claims bonus of 65%.

If you are over 25 years of age and remain claim free on a maximum no claims bonus for 3 consecutive years with Vero, you may be eligible for the lifetime no claims bonus protection (see page 72).

### Proof of your no claims bonus

If you are a new customer, you will be asked to confirm your current no claim bonus entitlement and provide details of your previous insurer in order for us to check your current entitlement.

### How making a claim could affect your no claim bonus

#### If an accident is not your fault

We consider an accident that occurs not to be your fault if:

- ▼ we agree that it is not your fault, and
- ▼ you prove that another person was completely responsible, and
- ▼ you tell us that person's name, current address and the registration number of their vehicle.

When you renew your policy, if the accident you claim for is not your fault, then your no claims bonus will not be affected.

### Windscreen claims

When you renew your policy, your no claims bonus will not be affected for any windscreen or window glass claim you make.

### Other claims

When you renew your comprehensive policy, we reduce your no claim bonus for each **penalty claim** you have made during the **period of insurance** unless you have the protected no claims bonus benefit selected on your **schedule** or we have provided you with the lifetime no claim bonus protection which will be shown on your **schedule** (see page 72 for details of these benefits).

**For more information about the amount we reduce your no claim bonus to following a penalty claim, you can read our Steadfast Secure Motor Plus Insurance Premium and Excess Guide. See page 6 for how to access the Guide.**

### Protected no claims bonus benefit

If you have a maximum no claims bonus of 65% or rating 1, and the protected no claims bonus benefit is shown as selected on your **schedule**, your no claims bonus will not be affected by the first **penalty claim** in any **period of insurance**.

Please refer to Optional cover: Protected no claim bonus benefit on page 88 for full terms and conditions.

If you have been claim free on a protected no claims bonus for 3 consecutive years, the lifetime protection will automatically apply at the next renewal date of your policy. (See page 72 for details of the lifetime no claims bonus protection).

**For more information about the the protected no claims bonus benefit, you can read our Steadfast Secure Motor Plus Insurance Premium and Excess Guide. See page 6 for how to access the Guide.**



### Lifetime no claims bonus protection

If you are entitled to a maximum no claims bonus (NCB) on your comprehensive policy, you may be eligible for the lifetime no claims protection benefit.

If you are entitled to this benefit, your maximum no claims bonus is protected for the life of this policy and any subsequent renewals (even if you are at fault in the event of an accident).

To be eligible for this protection you will need to:

- ▼ be 25 years of age or over, and
- ▼ be insured with us for 3 consecutive years on a maximum NCB, and
- ▼ not have incurred any **penalty claims** for the previous 3 years.

We will automatically apply this protection to your policy once you become eligible for the benefit. This will be shown on your policy **schedule**.

**For more information about the lifetime no claims bonus benefit, you can read our Steadfast Secure Motor Plus Insurance Premium and Excess Guide. See page 6 for how to access the Guide.**

### Loyalty bonus

You may be eligible for a loyalty bonus of 5% off your premium.

**For more information about the loyalty bonus benefit, you can read our Steadfast Secure Motor Plus Insurance Premium and Excess Guide. See page 6 for how to access the Guide.**

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# Additional benefits

If you have selected comprehensive cover we include a number of additional benefits. These are as follows:

## ✓ What we cover

### 1. Towing and storage

- ▼ We will pay reasonable costs to have **your vehicle** towed to a repairer following an accident or loss when **your vehicle** cannot be driven.
- ▼ We will also pay reasonable costs of storing **your vehicle** at the repairer's premises once the claim has been lodged.

### 2. Emergency repairs

We will pay for **emergency repairs** that are required to allow you to drive **your vehicle** following an accident or loss.

For an example of how we might settle a typical claim under this additional benefit, refer to example 7 on pages 39 to 40 of this PDS

### 3. Returning **your vehicle** to you after repair

We will return **your vehicle** to you once repaired following an accident or loss.

We may choose to either:

- ▼ pay you the reasonable cost of travel to collect **your vehicle**, or
- ▼ arrange to have **your vehicle** delivered to you after repairs have been completed.

### 4. Hire of a vehicle following a theft

If **your vehicle** is stolen, you are entitled to hire a vehicle of a similar type to **your vehicle**.

You can choose to:

- ▼ allow us to arrange and pay for the hire of a vehicle using our provider (but only if our provider has a vehicle available, and is within a reasonable distance of the location **your vehicle** was stolen), or
- ▼ arrange hire of a vehicle using a provider of your choice.

## ✗ What we do not cover

### 1. We will not pay:

- ▼ more than the **reasonable costs** to:
  - ▼ tow **your vehicle**, or
  - ▼ store **your vehicle**

### 2. We will not pay:

- ▼ for any **emergency repairs** over **\$500** unless they have been approved by us before being completed.

### 3. We will not pay:

- ▼ if the repairer's premises are less than 100 kilometres away from your residence or place of work.

### 4. We will not pay:

- ▼ to hire a vehicle for any longer than the day after:
  - ▼ **your vehicle** is recovered undamaged, or
  - ▼ **your vehicle** is recovered with damage, and the repairs to **your vehicle** have been completed, or
  - ▼ we confirm **your vehicle** is a **total loss**, whichever is earlier.

## ✓ What we cover

When you use our provider we will pay the hire vehicle provider for the hire of a vehicle for up to 14 days. If you use a provider of your choice, we will only pay up to **\$100** per day up to a maximum of **\$1,500** under this benefit.

If there are no hire vehicles available from any provider within a reasonable distance of the location **your vehicle** was stolen, then we will pay you the lesser of:

- ▼ the amount we would have paid had a hire vehicle been available at **\$100** per day up to a maximum total of **\$1,500**, or
- ▼ the actual cost you incur in making alternative travel arrangements.

For full details of our hire vehicle conditions, including insurance cover for the hire vehicle, see page 92.

For an example of how we might settle a typical claim under this additional benefit, refer to example 2 on pages 33 to 34 of this PDS.

### 5. Hire of a vehicle following a non-fault accident

If **your vehicle** cannot be driven or is in need of repair following loss or damage as a result of an accident, you are entitled to hire a vehicle of a similar type to **your vehicle**.

Your entitlement to hire a vehicle commences from the date **your vehicle** is left at the repairers.

You can choose to:

- ▼ allow us to arrange and pay for the hire of a vehicle using our provider (but only if our provider has a vehicle available, and is within a reasonable distance of the location **your vehicle** was damaged), or
- ▼ arrange hire of a vehicle using a provider of your choice.

When you use our provider we will pay the hire vehicle provider for the hire vehicle for up to 14 days.

If you use a provider of your choice, we will only pay up to **\$100** per day up to a maximum of **\$1,500** under this benefit.

If there are no hire vehicles available from any provider within a reasonable distance of the location **your vehicle** was damaged, then we will pay you the lesser of:

## ✗ What we do not cover

- ▼ where you use a hire vehicle provider of your choice, more than **\$100** a day up to a total of **\$1,500**;
- ▼ where you use our vehicle provider, for more than 14 days;
- ▼ if there are no vehicles available for hire from any provider within a reasonable distance of the location **your vehicle** was stolen, more than **\$100** a day up to a total of **\$1,500**.

For full details of our hire vehicle conditions, including insurance cover for the hire vehicle, see page 92.

### 5. We will not pay:

- ▼ if the loss or damage caused was your fault, or
- ▼ if the loss or damage was the result of a **penalty claim**, or
- ▼ to hire a vehicle for any longer than the day after:
  - ▼ the repairs to **your vehicle** have been completed, or
  - ▼ we confirm **your vehicle** is a **total loss**, whichever is earlier;
- ▼ if **your vehicle** is stolen;
- ▼ where you use a hire vehicle provider of your choice, more than **\$100** a day up to a total of **\$1,500**;
- ▼ where you use our hire vehicle provider, for more than 14 days;
- ▼ if there are no hire vehicles available from any provider within a reasonable distance of the location **your vehicle** was damaged, more than **\$100** a day up to a total of **\$1,500**.

## ✓ What we cover

- ▼ the amount we would have paid had a hire vehicle been available at **\$100** per day up to a maximum total of **\$1,500**, or
- ▼ the actual cost you incur in making alternative travel arrangements.

For full details of our hire vehicle conditions, including insurance cover for the hire vehicle, see page 92.

### 6. Personal items in **your vehicle**

We will pay you for loss or damage to personal items or clothing that belong to you or your family, that were in **your vehicle** and were damaged or lost as a result of:

- ▼ an accident involving **your vehicle**,
- ▼ fire damage,
- ▼ theft of the items by forcible and violent entry to your locked vehicle, or
- ▼ theft of the vehicle.

An entry is forcible and violent when there is physical evidence that a person has used something other than a key or remote control device to get into **your vehicle**.

For an example of how we might settle a typical claim under this additional benefit, refer to example 2 on pages 33 to 34 of this PDS.

### 7. Emergency accommodation and helping you and your passengers get home

If **your vehicle** cannot be driven following an accident or loss, we will help you to get home.

You can choose for us to either:

- ▼ pay you the reasonable cost of emergency accommodation for you and your passengers for one night, or
- ▼ pay you the reasonable cost of helping you and your passengers get home after the loss or damage has occurred.

For an example of how we might settle a typical claim under this additional benefit, refer to example 7 on pages 39 to 40 of this PDS.

## ✗ What we do not cover

For full details of our hire vehicle conditions, including insurance cover for the hire vehicle, see page 92.

### 6. We will not pay:

- ▼ more than **\$500** for any item up to a maximum of **\$750** in total for loss or damage to personal items,
- ▼ for loss of cash or **negotiable instruments**, or
- ▼ if you are a business or company.

### 7. We will not pay:

- ▼ if the loss or damage occurs less than 100 kilometres from your home, or
- ▼ for more than a maximum amount of **\$1,000**, or
- ▼ for any amount not actually incurred.

## ✓ What we cover

### 8. Unexpired registration

We will pay you for the unexpired portion of the registration paid on **your vehicle**, following a **total loss**.

### 9. Your liability under maritime law

If **your vehicle** is being transported by sea between places within Australia and you are liable under maritime law we will cover you for your liability for the following:

- ▼ general average. General average means that if a ship's captain finds it necessary to sacrifice some of the cargo to save the ship, the owners of the remaining cargo must contribute towards the loss suffered by the other owners.
- ▼ salvage charges. Salvage charges means costs incurred in recovering a marooned or disabled ship.

You may be liable for these costs even if **your vehicle** is not damaged.

### 10. Purchasing a replacement vehicle

If you sell **your vehicle** and purchase a **replacement vehicle**, we will insure your **replacement vehicle** under this policy for 14 days from the date of purchase.

We will only continue to insure your **replacement vehicle** after 14 days if:

- ▼ you give us the details about the vehicle, and
- ▼ we agree that cover has been provided, and
- ▼ you pay any extra **premium** that is required.

Important notes: Your **replacement vehicle** may have a different **excess** to the vehicle it replaces, when we agree that cover has been provided for it.

For an example of how we might settle a claim under this additional benefit, refer to example 4 on page 36 of this PDS.

## ✗ What we do not cover

### 8. We will not pay:

- ▼ if we have been prevented by the rules administered by the appropriate authorities from recouping the unexpired registration.

### 9. We will not pay:

- ▼ more than the **market value** or **agreed value of your vehicle** (whichever is shown on your schedule).

### 10. We will not pay:

- ▼ more than the purchase price of the **replacement vehicle** in the event of a claim.

## ✓ What we cover

### 11. Trailer and caravan cover

We will pay for loss or damage caused to your **trailer** or caravan.

### 12. Finance payout

▼ **market value** – we will pay part of the difference between the amount owed by you under a valid hire purchase, leasing or other finance agreement for **your vehicle** and the **market value** of **your vehicle**, if at the time of a total loss the **market value** of **your vehicle** is less than the amount owed on finance.

▼ **agreed value** – we will pay part of the difference between the amount owed by you under a valid hire purchase, leasing or other finance agreement for **your vehicle** and the **agreed value** of **your vehicle**, if at the time of a **total loss**, the **agreed value** of **your vehicle** is less than the amount owed on finance.

For an example of how we might settle a typical claim under this additional benefit, refer to example 1 on pages 31 to 32 of this PDS

### 13. Artwork and signwriting (applicable where **business use** is shown on **your schedule**)

We will pay the cost of reinstating artwork or signwriting on **your vehicle**.

### 14. Returning **your vehicle** if it is stolen

We will pay for the reasonable costs of returning **your vehicle** to the place where it is normally parked, if it is found after having been stolen.

## ✗ What we do not cover

### 11. We will not pay:

- ▼ If the **trailer** or caravan was not attached to **your vehicle** at the time of the loss or damage, or
- ▼ more than **\$1,500** or the **market value** of the **trailer** or caravan, whichever is less, or
- ▼ for loss or damage to any contents of the **trailer** or caravan, or
- ▼ for any fixtures or equipment attached to the **trailer** or caravan or being carried by the **trailer** or caravan.

### 12. We will not pay:

- ▼ an amount exceeding **50%** of the difference between **your vehicle's market value** or **agreed value** (whichever is shown on your **schedule**) and the amount owed by you under a valid hire purchase, leasing or other agreement, less
- ▼ any payments and interest in arrears at the time of the loss, and
- ▼ discounts in respect of finance charges, and/or
- ▼ interest for the unexpired term of the finance.

### 13. We will not pay:

- ▼ more than **\$1,000** for any one claim.

### 14. We will not pay:

- ▼ to return and repair **your vehicle**, if the cost of returning **your vehicle** together with cost of repairs exceeds the **agreed value** or **market value** (whichever is applicable) at the time of the loss. In this situation we will reserve the right to treat **your vehicle** as a **total loss**.

## ✓ What we cover

### 15. Baby seat or capsule

We will pay for loss or damage to a baby seat or capsule that is stolen from **your vehicle** or damaged in an accident or fire whilst in **your vehicle**.

### 16. Accidental death benefit

We will pay a death benefit of **\$5,000** to your estate if you die as a result of bodily injury that occurred as a direct result of an accident whilst driving **your vehicle** and we have agreed to pay the claim.

A certified copy of the Death Certificate will be required as part of the claim.

### 17. Taxi fare

We will pay towards the cost of a taxi to get you home if **your vehicle** is:

- ▼ damaged in an accident and cannot be driven, or
- ▼ has been stolen.

### 18. Replacement keys and recoding locks

If **your vehicle's** keys are stolen, we will pay to replace the keys and re-code the vehicle locks.

For an example of how we might settle a typical claim under this additional benefit refer to example 5 on page 37 of this PDS.

## ✗ What we do not cover

### 15. We will not pay:

- ▼ more than the reasonable costs to replace the baby seat or capsule.

### 16. We will not pay:

- ▼ more than **\$5,000**,
- ▼ if you die after 12 months from the date of the accident, or
- ▼ if you are under 25 years of age at the time of the accident that causes the death, or
- ▼ if you commit suicide or your death is directly or indirectly caused by or arises from an attempted suicide.

### 17. We will not pay:

- ▼ more than **\$100**,
- ▼ if the accident or loss occurs 100 kilometres or more away from your home,
- ▼ if a receipt for the taxi fare cannot be provided.

### 18. We will not pay:

- ▼ more than **\$2,000** for any one claim once the basic **excess** has been applied,
- ▼ if the theft of the keys has not been reported to the police,
- ▼ if the keys have been stolen by a family member, invitee or person that resides with you,
- ▼ if you are entitled to claim under another insurance policy.

# Optional cover

## Restricted driver cover

If comprehensive cover is shown on your **schedule** together with the restricted driver option, cover is restricted to those drivers who are 30 years old or over only.

### ✓ What we cover

We will pay for loss, damage or liability where the person driving **your vehicle** at the time of the loss, damage or liability is 30 years old or over.

### ✗ What we do not cover

We will not pay for any loss, damage or liability if **your vehicle** is being driven or used by any person under 30 years of age other than when **your vehicle** is being:

- ▼ repaired, serviced, tested or parked by a parking attendant, or
- ▼ used to transport a person in the event of a medical emergency. A medical emergency is a physical injury or condition, or an illness, that places a person's life at risk.

This exclusion will not apply if you prove that you did not consent to **your vehicle** being driven by a person aged under 30 years old.

## Windscreen excess waiver

If comprehensive cover is shown on your **schedule**, together with this benefit showing as selected, you will not have to pay the basic **excess** for the first windscreen or window glass replacement claim in any **period of insurance**. You must pay us an additional **premium** for this option.

If you have any additional windscreen or window glass claims during the same **period of insurance**, the basic **excess** will apply (unless the glass can be repaired instead of being replaced).



## Protected no claims bonus benefit

If you have a maximum no claims bonus of 65% or rating 1, and the protected no claims bonus benefit is shown as selected on your **schedule**, your no claims bonus will not be affected by the first **penalty claim** in any **period of insurance**. You must pay us an additional **premium** for this option.

Your no claims bonus will be adjusted as if this protection did not apply if a **penalty claim** occurs and you have made a previous **penalty claim** for an event occurring within this **period of insurance**.

If you have been claim free on a protected no claims bonus for 3 consecutive years, the lifetime protection will automatically apply at the next renewal date of your policy.

## Hire of a vehicle following a penalty claim

If comprehensive cover is shown on your **schedule** together with the protected no claims bonus benefit, you can choose the "Hire of a vehicle following a **penalty claim**" optional benefit. You must pay us an additional **premium**. You can choose to have hire of a vehicle coverage under this benefit, for up to a maximum of 7 days or 14 days. This will be shown on your **schedule**.

### ✓ What we cover

If **your vehicle** cannot be driven or is in need of repair following a **penalty claim**, you are entitled to hire a vehicle of a similar type to **your vehicle**.

Your entitlement to hire a vehicle commences from the date **your vehicle** is left at the repairers.

You can choose to:

- ▼ allow us to arrange and pay for the hire of a vehicle using our provider (but only if our provider has a vehicle available, and is within a reasonable distance of the location **your vehicle** was damaged), or
- ▼ arrange hire of a vehicle using a provider of your choice.

When you use our provider we will pay the hire vehicle provider for the hire of a vehicle for up to 14 days. If you use a provider of your choice, we will only pay up to **\$80** per day for a maximum of 7 days or 14 days depending on the option you selected as shown on your **schedule**.

### ✗ What we do not cover

We will not pay:

- ▼ to hire a vehicle or reimburse your travel expenses longer than the day after:
  - ▼ repairs to **your vehicle** have been completed; or
  - ▼ we declare **your vehicle** a **total loss**.
- ▼ if **your vehicle** is stolen or the loss or damage to **your vehicle** was not your fault.
- ▼ where you use a hire vehicle provider of your choice, more than **\$80** a day for a maximum of 7 days or 14 days depending on the option you selected on your **schedule**;
- ▼ where you use our hire vehicle provider, for more than 7 days or 14 days depending on the option you selected as shown on your **schedule**;

### ✓ What we cover

If there are no hire vehicles available from any provider within a reasonable distance of the location **your vehicle** was damaged, then we will pay you the lesser of:

- ▼ the amount we would have paid had a hire vehicle been available at **\$80** per day for a maximum of 7 days or 14 days depending on the option you selected as shown on your **schedule**, or
- ▼ the actual cost you incur in making alternative travel arrangements.

For full details of our hire vehicle conditions, including insurance cover for the hire vehicle, see page 92.

**For more information about the optional covers, you can read our Steadfast Secure Motor Plus Insurance Premium and Excess Guide. See page 6 for how to access the Guide.**

### ✗ What we do not cover

- ▼ if there are no hire vehicles available from any provider within a reasonable distance of the location **your vehicle** was damaged, more than **\$80** a day for a maximum of 7 days or 14 days depending on the option you selected as shown on your **schedule**.

For full details of our hire vehicle conditions, including insurance cover for the hire vehicle, see page 92.

# General conditions for all hire vehicle arrangements

You:

- ▼ are required to collect the hire vehicle from and return it to the place nominated by us or the hire vehicle provider,
- ▼ may be required to enter into a hire agreement with the hire vehicle provider,
- ▼ are responsible for all running costs and extras of the hire vehicle, including paying the deposit, security bond, fuel, any upgrade costs, and the cost of reducing the standard hire vehicle **excess**,
- ▼ are responsible for arranging and paying all the hire vehicle costs (including the cost of insurance) for any period you continue to use the hire vehicle beyond the authorised hire period, and
- ▼ may be required to refund to us any costs we incur for the hire vehicle, if you withdraw your claim or we refuse to accept it.

## When we arrange the hire of a vehicle through our provider

Where you have chosen to allow us to arrange and pay for the hire vehicle using our provider, one of the following insurance arrangements will apply:

- ▼ this policy is extended to insure the hire vehicle during the authorised hire period. In which case you are covered under Insurance type A (see page 93), or
- ▼ we will pay the cost of insurance arranged and issued by the hire vehicle provider (or their insurer) during the authorised hire period. In which case you are covered under Insurance type B (see page 94).

We will tell you which insurance arrangement applies at the time we arrange the hire of a vehicle.

## When you arrange the hire of a vehicle through a provider of your choice

Where you have chosen to arrange the hire of a vehicle using a provider of your choice the maximum amount we pay as specified under each hire vehicle benefit in this policy, includes the cost of insurance for the hire of

a vehicle that is arranged and issued by the hire vehicle provider during the authorised period. In determining the maximum amount payable under a hire vehicle benefit, the cost of insurance for the hire vehicle shall exhaust the maximum hire vehicle limit before the daily hire vehicle rate is applied. One of the following insurance arrangements will apply:

- ▼ if we agree to your choice of provider, you are covered under Insurance type B (see page 94).
- ▼ if we do not agree to your choice of provider, then you are responsible for arranging and paying for insurance that covers the hire of a vehicle.

This policy does not:

- ▼ extend to insure the hire vehicle,
- ▼ cover the cost of any claim arising from loss or damage to, or loss or damage caused by the hire vehicle, including any payment of **excess** you are liable to pay to the hire vehicle provider (or their insurer), or
- ▼ cover any liability arising from your use of the hire vehicle.

## Details of insurance cover conditions

### Insurance type A – We extend this policy to insure the hire car

This policy is extended to provide cover for:

- ▼ loss or damage to the hire vehicle, and
- ▼ your **legal liability** to pay compensation for loss or damage to another person's property caused by your use of the hire vehicle,

which occurs during the authorised hire period.

You are required to:

- ▼ lodge a claim with us in the event of loss or damage to, or loss or damage caused by, the hire vehicle, and
- ▼ pay us the amount of **excess** that would have been payable under this policy had the definition of "vehicle" in the policy been extended to include the hire vehicle.

If you continue to use the hire vehicle beyond the authorised hire period, you must arrange and pay for insurance through the hire vehicle provider (or their insurer), and cover under this policy stops.

## Insurance type B – Where you arrange a hire car using a provider that we agree to

You are required to:

- ▼ arrange insurance for the hire vehicle through the hire vehicle provider (or their insurer),
- ▼ lodge any claim with them in the event of loss or damage to, or loss or damage caused by, the hire vehicle, and
- ▼ pay them any applicable **excess**.

After you have lodged a claim with the hire vehicle provider (or their insurer), we will then pay you:

- ▼ the difference between any **excess** charged by your hire vehicle provider (or their insurer), and the amount of **excess** that would have been payable under this policy had the definition of “vehicle” in the policy been extended to include the hire vehicle,
- ▼ any other amount you are liable for as a result of a claim involving the hire vehicle where the:
  - ▼ insurance arranged by the hire vehicle provider (or their insurer) does not cover your claim (in whole or in part, but not including any **excess** that has been deducted), and
  - ▼ liability would have been covered under this policy had the definition of “vehicle” in the policy been extended to include the hire vehicle and no exclusion or limitation under this policy applies.

## Definitions

The following will define those words that are in **bold** throughout this document or shown on your **schedule**:

“**act of terrorism**” means an act, including but not limited to the use of force or violence and/or the threat of these, 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.

“**agreed value**” means the amount we agree to insure **your vehicle** for. This amount is shown on your **schedule**.

“**business use**” means that **your vehicle** can be, or currently is, registered to a business name and is being used for **private use** and/or in connection with an occupation or business.

“**emergency repairs**” means minor repairs which are essential for you to be able to drive **your vehicle** safely from the accident or event causing the damage.

“**excess**” means the amount you must pay towards a claim.

“**GST**” has the meaning given in the ‘A New Tax System’ (Goods and Services Tax) Act 1999.

“**input tax credit**” has the meaning given in the ‘A New Tax System’ (Goods and Services Tax) Act 1999.

“**legal liability**” has the meaning as set out on page 43.

“**market value**” means the amount you would have to pay to buy a vehicle similar to **your vehicle** immediately before the loss or damage, taking into account its make, model, age, kilometres travelled and condition. To determine the **market value**, we may refer to an accepted motor vehicle valuation guide used by the motor industry.

“**negotiable instrument**” means a legal document that represents money and that can be legally transferred in title from one person to another.

“**occasional driver**” means a driver who uses the vehicle less than twelve times a year. The driver will be shown as an **occasional driver** on the **schedule**.

“**partial loss**” means that we decide, at our option, to repair **your vehicle**, replace any part of it or reimburse you for the loss or damage to it. In this case we will not treat **your vehicle** as a **total loss**.

“**penalty claim**” means an accident or claim where you are at fault, or a claim where we are unable to recover the cost of repairing or replacing **your vehicle**.

“**period of insurance**” means the period that we insure you for under your policy. You will find the start date and the end date shown on the **schedule**.

“**premium**” means the amount you must pay us for the insurance you select.

“**private use**” means that **your vehicle** can be, or currently is, registered privately and **your vehicle** is not used in connection with earning an income, or if the only such use is driving to and from work and/or occasional use in connection with work.

“**reasonable repair costs**” means if you choose your own repairer, we will pay the amount we consider to be **reasonable repair costs** taking into account:

- ▼ your repairer’s quote after it has been adjusted or reduced by an experienced motor vehicle assessor that we appoint, and
- ▼ a quote we may obtain from another repairer.

“**recommended repairer**” means a repairer who has been appointed by us as a **recommended repairer** because we have assessed the repairer as capable of meeting our strict standards of quality, workmanship, timeliness, efficiency and cost effectiveness. Repairs carried out by a **recommended repairer** always carry a lifetime guarantee on materials and workmanship.

“**regular driver**” means a driver who uses the vehicle more than twelve times a year. The driver will be shown as a **regular driver** on the **schedule**.

“**schedule**” means your most recent policy **schedule**. We will give you a **schedule** when you:

- ▼ first buy an insurance policy from us,
- ▼ change any part of any policy or any personal details relevant to it, or
- ▼ renew any policy with us.

“**specified accessories and optional extras**” means those accessories and optional extras that you tell us about, which are not supplied and fitted by the manufacturer as original equipment. These will be listed on your **schedule**.

“**substitute vehicle**” means a vehicle that does not belong to you and which you, your spouse, de facto partner or an employee is using while **your vehicle** is not in use because **your vehicle** is unroadworthy or undergoing repair.

“**total loss**” means **your vehicle** is stolen and not recovered, or is damaged so badly it would cost more to repair than the value of **your vehicle**, less the salvage value of the wreck.

“**trailer**” means a vehicle designed to be towed by a motor vehicle and used for transporting goods.

**Trailer** does not mean:

- ▼ a semitrailer, or
- ▼ a horse float.

“**your vehicle**” means a motor vehicle which:

- ▼ is in a roadworthy condition, and
- ▼ is shown on your **schedule**.

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#### Customer Service Hotline

For assistance or enquiries simply call the number shown on your schedule.

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