



QBE Insurance (Australia) Limited

QBE Steadfast Client Trading Platform ('SCTP') Commercial Motor Insurance

QBE SCTP Commercial Motor Insurance



This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

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Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पॉलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

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

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About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how We'll protect Your privacy and how to make a complaint or access Our dispute resolution service.

The second part is Your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because We don't know Your own personal circumstances, You should treat any advice in this booklet as purely general in nature. It doesn't consider Your objectives, financial situation or needs. You should carefully consider the information provided with regard to Your personal circumstances to decide if it's right for You.

This booklet is also a Product Disclosure Statement (PDS). Other documents You receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

Information in this PDS might change. If the change is adverse then We'll issue a supplementary PDS or a new PDS at renewal. You can get an up-to-date paper copy of all updates (whether adverse or not adverse) at no charge by Us, simply by calling Us.

For more information or to make a claim

Please take the time to read through this booklet and if You have any questions, need more information or to confirm a transaction, please contact:

- Your financial services provider. The details for Your financial service provider are set out in the documentation they give You.

Full details of what You must do for Us to consider Your claim are provided in the 'Claims' section at the end of this booklet. To make a claim under this Policy please contact:

- Your financial services provider.

We will only accept responsibility for repairs or payments to third parties under a claim where You have told Us about them beforehand and Your claim has been accepted. In an emergency outside normal business hours You may ring Our emergency service on 1800 023 387 for assistance.

About Steadfast

Steadfast Group Limited (Steadfast) is a public company. It includes a large network of insurance brokerages that operate in the Commonwealth of Australia as Steadfast brokers. This insurance is available exclusively to You through a Steadfast broker. Steadfast does not issue, guarantee or underwrite the Policy.

Important information about Steadfast's advice

Any advice Steadfast gives about the 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 the Policy We recommend that You should read the Policy.

About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886. Our purpose is to give people the confidence to achieve their ambitions.

Important Information

In this first part of the booklet We explain important information about this Policy including how We'll protect Your privacy and how to make a complaint or access Our dispute resolution service.

The cost of this policy

Premium is what You pay Us for this Policy and it's made up of the amount We've calculated for the risk and any taxes and government charges.

When calculating Your premium We take a number of factors into account, including:

- type of cover selected;
- the make, model and type of the insured Vehicle;
- the place where the Vehicle is garaged;
- previous insurance and claims history of the insured person and any drivers You have told Us about.

Cooling off period

If You change Your mind about Your Policy and haven't made a claim, You can cancel it within 21 days of the start or renewal date and We'll give You a full refund. If You cancel Your Policy in these circumstances, You will have no cover under the Policy.

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

You can also cancel Your Policy outside the cooling off period, see 'Cancelling Your policy'.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at codeofpractice.com.au

We recognise that family and domestic violence is a complex issue and We take it seriously. For more information about support, Our Family and Domestic Violence Customer Support Policy is available at qbe.com/au

Privacy

We take the security of Your personal information seriously.

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

Our Privacy Policy describes in detail where and from whom We collect personal information, as well as where We store it and the ways We could use it. To get a copy at no charge by Us, please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to You to decide whether to give Us Your personal information, but without it We might not be able to do business with You, including not paying Your claim.

Complaints

We're here to help. If You're unhappy with any of Our products or services, or the service or conduct of any of Our suppliers, please let Us know and We'll do Our best to put things right.

Step 1 – Talk to Us

Your first step is to get in touch with the team looking after Your Policy or claim. You'll find their contact details on Your policy documents, letters or emails from Us.

Please provide Our team with as much information as possible so they can try to fix the problem quickly and fairly.

Step 2 – Customer Care

If Your complaint isn't resolved by the team looking after Your Policy or claim, You can ask them to refer Your complaint on to Our Customer Care team or You can contact Customer Care directly.

Step 3 – Internal Dispute Resolution

If Your complaint isn't resolved by Customer Care, or indeed at any time, You can ask for Your complaint to be escalated for review by Our Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review Your complaint independently and provide You with Our final decision.

Step 4 – Still not resolved?

If We're unable to resolve Your complaint to Your satisfaction within a reasonable time, or You're not happy with Our final IDR decision, You can refer Your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on Us.

AFCA will inform You if Your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA.

Disputes not covered by the AFCA Rules

If Your dispute doesn't fall within the AFCA Rules, and You're not satisfied with Our decision then You may wish to seek independent legal advice.

Privacy complaints

If You're not happy with how We've handled Your personal information, call or email Customer Care.

If You're not satisfied with Our response, You can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's Customer Care Unit, AFCA or the OAIC

How to contact QBE Customer Care

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

How to contact AFCA

Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

How to contact the OAIC

Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if You meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Phone	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.apra.gov.au/financial-claims-scheme-general-insurers

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Our agreement

Your Policy is an agreement between You and Us, made up of:

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

The cover under this Policy is provided during the Period of Insurance, once You've paid Us Your premium. There are also the following sections:

- Conditions and exclusions which apply to specific covers or sections;
- Exclusions which apply to any claim You make under this Policy;
- General conditions, which set out Your responsibilities under this Policy;
- Claims, which set out Our rights and Your responsibilities when You make a claim; and
- Other terms, which set out how this Policy operates.

Excesses

You must pay any Excesses which apply to Your claim. The Excesses which You have to pay are set out in this Policy Wording or on Your Policy Schedule.

How much We'll pay

The most We'll pay for a claim is the Sum Insured which applies to the cover or section You're claiming under, less any Excess.

Paying Your premium

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

Annual premium

We will let You know how much premium You need to pay Us, how to pay it and when. If You pay Your premium annually, You need to pay Your premium on time to ensure You are covered. If You don't pay the premium Your Policy may be cancelled and We'll write to let You know when this will happen.

Instalment payments

If You pay Your premium by instalment, Your Policy Schedule will show the date and frequency of Your instalments. If Your direct debit details change You must tell Us no later than seven days before Your next instalment is due to allow Us to process the change in time.

At renewal

If You pay by instalments, and renew Your Policy, We'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless You tell Us to stop Your direct debit.

If You don't want to renew, You must tell Us at least seven days before Your Policy's end date so that We can arrange for the direct debit to stop in time.

What happens if You miss an instalment

If You miss an instalment We'll contact You to ask You to pay it or arrange to collect it from You. If You don't pay the missed instalment Your Policy may be cancelled and We'll write to You to let You know when this will happen.

If You don't pay the missed instalment and a claim arises, then We will deduct the missed instalment from Your claim.

If Your payment details change

If Your direct debit details change, such as You changing credit cards or bank accounts, You must tell Us at least seven days before Your next payment date to allow Us to process the change in time.

Adjustment of premium on renewal

If We agree to renew Your Policy, We will send You a renewal offer. If You make any changes to Your Policy after We send You Our renewal offer, and We agree to continue to insure You, We'll send You an updated renewal offer and You'll need to pay Us any additional premium to ensure Your cover is not affected. If You claim for an incident that happened during a previous period of insurance, You must tell Us about it. You agree to pay Us any additional premium increase We'd have required You to pay if You'd told Us about the claim before Your Policy was renewed.

Where You had no knowledge or were otherwise unaware of the circumstances surrounding the claim during the previous period of insurance, no additional premium increase will be applied until the following period of insurance.

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

What We Cover

Subject to the terms, conditions, limitations and exclusions contained in this Policy, and after You have paid or agreed to pay Us Your premium, We will insure You against loss or Damage or any liability incurred as described, occurring within Australia during the Period of Insurance.

This Policy is not a maintenance Policy and does not pay out to rectify or improve structural defects, faulty design or faulty workmanship, or to resolve issues that have occurred due to inadequate maintenance, gradual deterioration or general wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance.

Under this Policy there are three cover options available. The cover option You have selected for each of Your Vehicle(s) is shown on Your Policy Schedule. The cover options which are available are:

Option 1: Comprehensive – Own Damage and Third Party Property Damage Liability

1. Section 1 of this Policy will operate as follows:
 - (a) Additional Benefits applicable to Section 1; and
 - (b) Optional Cover Available under Section 1 if shown on Your Policy Schedule; and

2. Section 2 of this Policy will operate in full;

Option 2: Fire, Theft and Third Party Property Damage Liability

1. The operation of Section 1 of the Policy is restricted to the types of cover marked as included in Option 2 (this option provides limited cover for some losses which are commonly caused by fire, explosion, lightning, theft or attempted theft; and

2. Section 2 of this Policy will operate in full;

Option 3: Third Party Property Damage Liability only

Only Section 2 of this Policy will operate.

Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, We'll describe their special meaning in that section.

Word or term	Meaning
Accident	a sudden Event which is an unintended or unforeseen happening and is not expected or designed. The Event arises out of the use of Your Vehicle and includes a series of accidents arising out of the one Event.
Accidental Damage	sudden physical loss, Damage or destruction to Your Vehicle caused by an Accident.
Agreed Value	the amount specified, exclusive of GST, in the Policy Schedule. This amount includes Standard Accessories and any Non-Standard Accessories, Attachments and Modifications specified in the Policy Schedule.
Aircraft	any craft or object designed to travel through air space, other than model aircraft.
Attachment	an item of machinery that: <ul style="list-style-type: none"> • is shown on Your Policy Schedule; and • is permanently attached to Your Vehicle.
Autonomous Vehicle	a Vehicle that is able to adapt to all traffic situations including stop-start traffic, avoid potential Accidents, and perform collision avoiding manoeuvres and self-parking without human interaction.
Aviation Works	any of the following work: <ul style="list-style-type: none"> • the refuelling of Aircraft; or • the construction, alteration, repair, restoration, maintenance, extension, demolition or dismantling of buildings, runways or structures (whether permanent or not) forming, or to form part of the airport that is restricted and not accessible to the general public; or • the installation, alteration, repair or maintenance of lighting, power supply, drainage, sanitation, water supply, gas supply, fire protection, security and communications systems in any part of the airport that is restricted and not accessible to the general public; or • any operation on any part of the airport that is restricted and not accessible to the general public involving site clearance, earthmoving, excavation, tunnelling, boring, laying of foundations, erection or dismantling of scaffolding, site restoration, landscaping and the provision of roadways and other access works.

Word or term	Meaning
Business	Your business as shown in Your Policy Schedule.
Consequential Loss	loss of use, loss of earning capacity and any other consequential loss of any kind incurred as a result of You not being able to use Your Vehicle.
Damage and Damaged	<ul style="list-style-type: none"> • sudden and unexpected physical loss, damage or destruction (including by Malicious Damage) of Your Vehicle (including by Malicious Damage and theft) but excludes breaking, distortion, seizing, failure or breakdown of a part of Your Vehicle caused by a defect of the part of Your Vehicle that occurs at an identifiable time and place; or • permanent loss by theft.
Dangerous Goods	dangerous goods as defined in either the current Australian Code for the Transport of Dangerous Goods by Road or Rail or the current Australian Code for the Transport of Explosives by Road or Rail.
Dry Hire	the hiring out of Mobile Plant without a driver or operator.
Employees	a person(s) You have the right to direct during Your Business activities who is: <ul style="list-style-type: none"> • employed by You; • apprenticed to You; • deemed to be Your employee by any applicable law; • hired or seconded from another party by You; or • an executive director or officer of Your Business.
Event	an Accident or series of Accidents with the same original source or cause. All Accidents of a series consequent upon or attributable to one source or original cause shall be deemed to be one event.
Excess	the amount shown in Your Policy Schedule or this document which You must pay when You make a claim under Your Policy. The basic excess will apply separately to each Vehicle and each claim on that Vehicle (see 'Making a Claim' section for details).
Family	<ul style="list-style-type: none"> • Your spouse or de facto spouse; and • Your children or the children of Your spouse or de facto spouse, who ordinarily live with You. <p>A 'de facto spouse' means a person whether of the same sex or not, who ordinarily lives with You in a genuine personal and domestic relationship similar to the relationship of husband and wife.</p>

Word or term	Meaning
Machine	<p>an item of machinery identified in Your Policy Schedule including any Attachment acquired by You that is:</p> <ul style="list-style-type: none"> identified in Your Policy Schedule; and/or permanently attached to Your Vehicle.
Malicious Damage	intentional Damage done to Your Vehicle or other property insured under this Policy by someone else without Your consent.
Market Value	the value of Your Vehicle immediately before the loss or Damage occurs based on the make, model, age and condition of Your Vehicle (exclusive of GST). We will not pay more than the Sum Insured.
Mobile Plant	a self-propelled Vehicle or machine which is not normally registered for on road use and is used for excavating, digging, grading, drilling, lifting, pumping, loading and unloading, vacuuming or other mechanical work.
Modification	any change to Your Vehicle which affects the value, safety, performance or appearance of Your Vehicle from the manufacturer's specification.
Non-Standard Accessories	accessories or equipment fitted after the manufacture of Your Vehicle or at the time of manufacture as an optional extra.
Payload	the maximum load that Your Vehicle is designed to carry. Payload is calculated from the gross vehicle mass (GVM) subtracting the Vehicle's own weight and without any cargo or passengers.
Period of Insurance	the period We provide the cover under the Policy as set out on Your Policy Schedule unless ending earlier in accordance with the Policy or relevant law.
Personal Property	<p>personal items designed to be worn or carried, but not:</p> <ul style="list-style-type: none"> cheques, money, credit cards or negotiable instruments; or firearms; or tools or items used in connection with Your Business; or mobile phones.
Policy	Your insurance contract with Us which consists of this Policy wording, any endorsements and the Policy Schedule.
Policy Schedule	the record of the particulars of Your insurance which forms part of the Policy. The Policy Schedule is issued when We have accepted Your insurance.

Word or term	Meaning
Pollutants	any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste materials.
Radius Limit	the area inside a circle drawn with Your Vehicle's primary location as the centre and with a radius of the length shown in Your Policy Schedule.
Standard Accessories	standard accessories, tools, equipment and spare parts fitted to Your Vehicle by the manufacturer of Your Vehicle, but excludes Non-Standard Accessories.
Substitute Vehicle	a Vehicle not belonging to You and which is used by You with the consent of the owner whilst Your Vehicle is undergoing repairs or service.
Sum Insured	the sum insured, exclusive of GST, stated in Your Policy Schedule, or in other documents forming part of Your Policy, for each of Your Vehicles. If sum insured type "Sum Insured Value" is selected, payment will be made on the sum insured shown on Your Policy Schedule or the Market Value, whichever is the lesser.
Third Party	a person who is not the Insured or is not a person to whom cover is provided by this Policy.
Tool of Trade	the use or operation of a Vehicle and/or any Attachment, equipment, tool or apparatus which forms part of the Vehicle, but only whilst engaged in and undertaking its designed purpose of digging, scraping, shovelling, grading, boring, drilling, compacting, harvesting, ploughing, shredding, lifting, clearing, levelling, hosing, pumping, spraying, vacuuming or suction activities.
Total Loss	<p>Your Vehicle is stolen and not recovered within a reasonable period of time or where Your Vehicle is Damaged and We consider the cost of repairing Your Vehicle is uneconomical or greater than:</p> <ul style="list-style-type: none"> the Agreed Value where Your Vehicle is insured for Agreed Value; or the Sum Insured or Market Value, whichever the lesser.

Word or term	Meaning
Trailer	<p>the registered trailer shown on Your Policy Schedule. Trailer also includes:</p> <ul style="list-style-type: none"> • registered caravans which are not: <ul style="list-style-type: none"> ○ permanently on site or which is used as a permanent residence; or ○ a motorised, campervan, or motor home; • the permanent fixtures, fittings, furniture, furnishings and bottled gas equipment contained in or on Your trailer which would normally be sold with it; or • an annex or canvas awning which is securely attached to Your trailer at the time of any Damage.
Vehicle	<p>any type of machine intended to be propelled on wheels or self-laid tracks by means other than human or animal power; but excludes rail and tram rolling stock. It includes any manufacturers' tools, Accessories, equipment and options fitted as standard by the manufacturer and any agreed Non-Standard Accessories or equipment fitted which are noted on Your Policy Schedule or otherwise specifically covered by the Policy.</p> <p>Vehicle does not include Mobile Plant.</p>
We, Our, or Us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
You, Your or Insured	<ul style="list-style-type: none"> • those named in Your Policy Schedule and their subsidiary companies, organisations and other entities in which they have a controlling interest at the commencement of the Period of Insurance and other third parties or persons who are specifically provided with cover under the Policy. • where the Insured comprises more than one legal entity, the word 'You' shall be considered as applying to each entity as if that entity were the only entity named as You. • for the purpose of Section 2 – Third Party Property Damage Liability: <ul style="list-style-type: none"> ○ anyone using or in charge of Your Vehicle with Your consent, but excluding hirers; ○ any authorised passenger in Your Vehicle; ○ Your employer or principal where Your Vehicle was, at the relevant time, being driven on Your behalf with Your consent.

Section 1 – Own Damage

What You are covered for if You choose Option 1: Comprehensive

If You select Option 1: Comprehensive and during the Period of Insurance Your Vehicle suffers Accidental Damage, including Damage caused by fire, hail, flood, storm or earthquake; or

1. is lost by theft and not found; or
2. suffers Malicious Damage,

we will insure You as described above under "What We Cover" in "Option 1: Comprehensive" and following collaboration with You:

1. replace, reinstate or repair Your Vehicle; or
2. pay You the reasonable amount it would cost You to repair Your Vehicle to its condition before it was Damaged; or
3. if Your Vehicle is a Total Loss and it is not practical and economical for Us to repair or replace it, and where Your Policy Schedule shows that Your Vehicle is insured for:
 - (a) a Market value or Sum Insured, pay You the lesser of Market Value or Sum Insured; or
 - (b) an Agreed Value, pay You the Agreed Value.

What You are covered for if You choose Option 2: Fire, Theft and Third Party Property Damage Liability

If You select Option 2: Fire, Theft and Third Party Property Damage Liability and during the Period of Insurance Your Vehicle suffers Accidental Damage as a result of fire, explosion, lightning, theft or attempted theft, We will insure You as described above under "What We Cover" in "Option 2: Fire, Theft and Third Party Property Damage Liability" and, following collaboration with You:

1. replace, reinstate or repair Your Vehicle; or
2. pay You the reasonable amount it would cost You to repair Your Vehicle to its condition before it was Damaged; or
3. If Your Vehicle is a Total Loss and it is not practical and economical for Us to repair or replace it, and where Your Policy Schedule shows that Your Vehicle is insured for:
 - (a) a Market value or Sum Insured, pay You the lesser of Market Value or Sum Insured; or
 - (b) an Agreed Value, pay You the Agreed Value.

Additional Benefits applicable to Section 1

We give You these Additional Benefits under this Section 1 following loss or Damage to Your Vehicle insured under this Policy depending on the cover option You have selected. Unless otherwise stated the amount payable under these Additional Benefits is in addition to the Market Value, Sum Insured or Agreed Value for Your Vehicle.

1. Accommodation and travelling expenses – applicable to Option 1: Comprehensive cover only

If Your Vehicle is on a journey and:

- (a) is Damaged in an Accident and unable to be driven; or
- (b) is lost through theft and not found within a reasonable time; and

- (c) was more than 100 km from its usual place of garaging at the time of the Accident or theft;

We will pay the reasonable costs incurred in:

- (i) returning You or Your driver and any non-paying passengers to the point of departure or, at Your option, to the driver's destination;
- (ii) obtaining overnight accommodation if the journey cannot be completed in the same day as the Damage occurs; and
- (iii) hiring another Vehicle of similar make and model to complete the journey or to return Your driver to where the journey first commenced

up to a maximum of \$3,000 per Accident.

If the Vehicle is less than 100 kms from its usual place of garaging at the time of the Accident or theft and cannot be driven, We will pay up to a maximum of \$100 for the cost of a taxi or rideshare fare for returning You or Your driver and any non-paying passengers to the point of departure or, at Your option, to the driver's destination.

2. Automatic trailer cover – applicable to Option 1: Comprehensive cover only

We will pay for Damage to any two wheeled or box Trailer which is owned by You and which is not listed in Your Policy Schedule while it is:

- (a) attached to Your Vehicle; or
- (b) detached from Your Vehicle but within Your Business premises or the domestic land boundaries of Your usual home, as long as it was not in a common area of home units, flats and the like.

We do not pay for loss of or Damage to any property in or on the Trailer. The maximum amount We will pay is the Market Value of the Trailer or \$5,000, whichever is the lesser.

3. Cover for interested parties – applicable to Option 1: Comprehensive cover only

We will provide cover up to the Sum Insured to any party who has an insurable interest in any of Your Vehicle(s) insured by this Policy by way of mortgage, lease, hire purchase or any other encumbrance over Your Vehicle, but only to the extent that the party's insurable interest in Your Vehicle(s) was affected at the time of the Damage to Your Vehicle(s).

4. Emergency vehicle hire – applicable to Option 1: Comprehensive cover only

Where the Damage to Your Vehicle is caused by fire or theft, We will, following collaboration with You, arrange the hire of, pay the cost of, or reimburse You for the reasonable cost of the hire of a Vehicle to a maximum amount of \$3,000 per Accident / per Vehicle provided that:

- (a) the Vehicle is of a similar like and kind to that lost or Damaged; and
- (b) the payment / reimbursement will cease on the day Your Vehicle, if stolen, is recovered, or is found, and is driveable, or the day We offer settlement to You for the Damage to Your Vehicle, whichever occurs first.

Any such rental will be arranged through Our preferred suppliers when the loss is reported. In the event You are unable to contact Us in the event of an emergency, You may arrange a rental with another company that is not one of Our preferred suppliers. However, if You are unable to provide evidence You have attempted to contact Us, We will only pay up to the amount We would have paid had the rental been arranged with one of Our preferred suppliers. In any event, additional charges incurred,

other than the daily rental rate, for any such rental are excluded.

5. Emergency expenses – applicable to Option 1: Comprehensive cover only

If Damage to Your Vehicle occurs, We will pay to You the following reasonable additional costs necessary to effect immediate temporary repairs or to expedite permanent repairs of the Damage to Your Vehicle including:

- (a) the cost of emergency repairs which may be necessary to enable You to drive Your Vehicle to point of departure after it has suffered Damage;
- (b) the repair or replacement of Your Vehicle's windscreen and/ or windows, up to a maximum of \$3,000 per Event.

Authorising repairs

Where You have Option 1: Comprehensive cover You may only authorise emergency repairs as detailed under this Emergency expenses Additional Benefit. You cannot authorise further repairs to Your Vehicle without Our prior consent which will not be unreasonably delayed or withheld.

Before We make a decision regarding Your claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor vehicle assessor will be appointed by Us. We or Our assessor will make the necessary arrangements with You.

6. Employees' vehicles – applicable to Option 1: Comprehensive cover only

We will cover loss of, or Damage to, any Vehicle belonging to Your Employee, as the result of an Accident, while such Vehicle is being used in connection with Your Business.

However:

- (a) the maximum We will pay for Damage to Your Employee's Vehicle, is \$50,000 for any one Accident; and
- (b) as far as allowed by law, this Additional Benefit will only apply in excess of any amount for which Your Employee is otherwise insured.

7. Family expenses when driver hospitalised – applicable to Option 1: Comprehensive cover only

If the Driver of Your Vehicle sustains personal injury and is admitted to hospital for treatment with a minimum stay of one night as a result of an Accident covered by this Policy and Your Vehicle was more than 100km from its usual place of garaging at the time of the Accident, We agree to pay for the reasonable cost of transport and accommodation (within Australia only) incurred by the injured driver's Family member to get to the hospital.

We will pay up to \$3,000 per Accident and \$9,000 in total in any one Period of Insurance.

8. Finance payout – total loss of encumbered vehicles – applicable to Option 1: Comprehensive cover only

In the circumstance where:

- (a) Your Vehicle is a Total Loss; and
- (b) Your Vehicle is the subject of a lease agreement or other similar agreement; and
- (c) the terms of the lease agreement, or other similar agreement, require You to make a payment (the termination payment) to the other party of the lease agreement, or other similar agreement, in order to terminate that agreement; and
- (d) the amount of the termination payment is greater than the amount We will pay You in respect of Your Vehicle,

calculated in accordance with the terms of the Policy,

then We will pay You or any other party whom You direct Us to pay, the difference between the amount of the termination payment, excluding any amounts in arrears at the time of the loss or Damage, and the amount We will pay to You in respect of Your Vehicle, calculated in accordance with the terms of this Policy.

The maximum amount We will pay under this Additional Benefit is:

- (a) 25% of the Agreed Value; or
- (b) 25% of the Sum Insured or Market Value;

(as applicable) whichever is the lesser.

9. Funeral expenses – applicable to Option 1: Comprehensive cover only

If You or Your driver suffer a fatal injury as a result of an Accident involving Your Vehicle (irrespective of whether or not death occurs at the time of the Accident), We will pay up to a maximum amount of \$15,000 per Accident for expenses associated with the funeral, for transportation of the body of the deceased person and for travel by any member of the deceased person's Family for the purpose of attending the funeral.

10. Goods in transit – applicable to Option 1: Comprehensive cover only

We will pay for loss or Damage to Your goods or the goods of a Third Party whilst being carried or in Your Vehicle, provided such loss or Damage is caused by or arising from Accidental Damage and Your Vehicle has a carrying capacity not exceeding 5 tonnes. The maximum We will pay under this Additional Benefit is \$5,000 per Event subject to an Excess of \$250 per Event which is payable in addition to any other Excesses that may apply.

As far as is allowed by law, this benefit will only apply to loss or Damage to Your goods or the goods of a Third Party if they are not covered by any other contract of insurance or for loss or Damage which is in excess of any benefit available under any other contract of insurance.

We will not pay for this benefit if Your goods or the goods of a Third Party are being carried for hire or reward.

11. Marine contribution – applicable to Option 1: Comprehensive cover only

We will pay Your contribution for general average charges, if Your Vehicle is being transported by sea between places within Australia or New Zealand during the Period of Insurance and where such maritime conditions apply. General Average is declared when goods or cargo are thrown overboard or other steps are taken to safeguard the vessel and the remaining property on the vessel. All cargo owners share the expenses or salvage costs incurred by a ship owner in preserving the vessel and cargo including claims costs incurred by cargo owners.

12. Modification – applicable to Option 1: Comprehensive cover only

We will pay for the reasonable costs necessary to modify Your Vehicle or Your driver's private Vehicle if You or Your driver suffer personal injury as a result of an Accident involving Your Vehicle and such injury renders You or Your driver with a permanent disability that necessitates modifications to Your Vehicle or Your driver's private Vehicle.

The maximum We will pay to modify Your Vehicle or Your driver's private Vehicle is \$10,000 per Event.

13. Personal Property – applicable to Option 1: Comprehensive cover only

We will pay for loss of, destruction to or Damage to Personal Property not specifically insured belonging to the custodian of Your Vehicle which is:

- (a) Damaged in an Accident involving Your Vehicle;
- (b) stolen from Your Vehicle if locked; or
- (c) stolen at the same time as Your Vehicle.

The maximum We will pay under this Additional Benefit in total for the Period of Insurance is the Market Value or \$2,000, whichever is the lesser.

14. Re-delivery, retrieval, removal and towing expenses – applicable to Option 1: Comprehensive cover and Option 2: Fire, Theft and Third Party Property Damage Liability

If Your Vehicle suffers loss or Damage, We will pay the reasonable costs:

- (a) of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other reasonable place; and
- (b) incurred by You to deliver Your Vehicle to You at Your usual place of garaging after its repair.

If Your Vehicle is stolen and does not incur any loss or Damage following the theft, We will pay You the reasonable cost of returning Your Vehicle to Your usual place of garaging when Your Vehicle has been recovered.

In the event of Your Vehicle becoming unintentionally immobilised in any situation, other than as a result of mechanical, electrical or electronic failure, We will pay You the necessarily incurred costs of recovery and/or retrieval of Your Vehicle.

The maximum We will pay in respect of any such costs is \$25,000 during the Period of Insurance. Where You provide Your own equipment, for the purpose of recovery, settlement shall be at cost, without allowance for profit.

No Excess will apply if no other loss or Damage has occurred to Your Vehicle.

15. Re-keying and re-coding – applicable to Option 1: Comprehensive cover only

We will pay the reasonable costs of replacing the key ignition barrel and all locks and keys if the keys to Your Vehicle are lost, stolen, destroyed or Damaged, or if there are reasonable grounds to believe that the keys may have been duplicated.

We will pay up to a maximum amount of \$5,000 for each of Your Vehicles and \$10,000 per Event.

No Excess will apply if no other loss or Damage has occurred to Your Vehicle.

16. Replacement Vehicle following a total loss – applicable to Option 1: Comprehensive cover only

If Your Vehicle is a sedan, station wagon, 4WD, utility or goods carrying Vehicle under 5 tonne carrying capacity and is declared a Total Loss within 2 years of its first registration, We will at Your option (and with the consent of any financier where applicable) replace the Vehicle with a new Vehicle of the same or similar make, model, series and Accessories (subject to local availability) including registration fees, delivery charges and stamp duty. In the Event that:

- (a) Your Vehicle's model has been deleted from a manufacturer's range;
- (b) Your Vehicle's model has been superseded by a Vehicle that is significantly different to Your Vehicle; or
- (c) a new Vehicle of similar make and model is not available.

We will pay only the amount of the actual purchase price which You paid for Your Vehicle, including any registration fees, delivery charges and stamp duty, if these items were included in the purchase price.

17. Signwriting – applicable to Option 1: Comprehensive cover only

We will pay for the reasonable replacement cost of any signwriting or artwork (including advertising signs) affixed to Your Vehicle at the time of loss or Damage. The maximum We will pay for loss or Damage to any signwriting per Event is:

- (a) \$5,000; or
- (b) the amount We have agreed to pay You for Damage to Your Vehicle in accordance with the terms of the Policy, whichever is the lesser.

However, this is on the basis that any amount payable under this sub-clause will be included in calculating the maximum amount We will pay You for Damage to Your Vehicle in accordance with the terms of the Policy.

18. Tools of Trade – applicable to Option 1: Comprehensive cover and Option 2: Fire, Theft and Third Party Property Damage Liability cover

We will pay for loss or Damage to Your tools of trade, trade stock and material following an Accident which are:

- (a) stolen via forcible and violent entry to Your securely locked Vehicle and/or tool box which is permanently fixed to Your Vehicle; or
- (b) Damaged as a result of a collision to Your Vehicle, up to a maximum of \$1,000 per Event.

19. Tyre replacement – applicable to Option 1: Comprehensive cover only

We will pay for the cost to replace Your tyres which have been damaged as a direct result of Damage to Your Vehicle with a new tyre of similar make and specification, provided that the damaged tyres remaining tread conformed with legal requirements at the time of Damage to Your Vehicle and are not recapped or retreaded tyres.

20. Unspecified accessories – applicable to Option 1: Comprehensive cover and Option 2: Fire, Theft and Third Party Property Damage Liability

We will pay for Damage to Non-Standard Accessories, Attachments or Modifications (excluding mobile phones) that are not specified as Non-Standard Accessories, Attachments or Modifications in Your Policy Schedule.

The maximum amount We will pay for Damage to such Non-Standard Accessories, Attachments and Modifications, per Event, is:

- (a) \$5,000; or
- (b) the maximum amount We have agreed to pay You for Damage to Your Vehicle in accordance with the Basis of Settlement,

whichever is the lesser.

However, this is on the basis that any amount payable under this Additional Benefit will be:

- (a) included in calculating the maximum amount We will pay You for Damage to Your Vehicle in accordance with the Basis of Settlement; and
- (b) subject to evidence of the attached or installed item and its Market Value based on its age and condition.

This Additional Benefit also applies to items such as gates, chains and tarpaulins when they are in or attached to Your Vehicle.

21. Parts, extras and accessories - applicable to Option 1: Comprehensive cover only

If We are able to repair the part which is damaged, We will use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules (ADR). If such parts are not available or appropriate, parts from alternative distribution channels may be used.

22. Windscreen claims – applicable to Option 1: Comprehensive cover only

In the event of breakage of the windscreen or window glass of Your Vehicle and consequent scratching to body work for Vehicles up to five tonne carrying capacity where there is no other Damage to Your Vehicle, We will not apply any Excess.

23. Choice of repairer – applicable to Option 1: Comprehensive cover only

We can assist You in selecting a suitable repairer to repair the Damage to Your Vehicle; however You also have the right to choose Your own repairer. In both instances We will work closely with the repairer to strive to achieve the best repair outcome for You however We may require a second quotation from a repairer chosen by Us. We will then, following collaboration with You (subject to any relevant Policy limits) to:

- (a) authorise the repairs at Your repairer of choice;
- (b) pay the cost You would incur of repairing Your Vehicle in accordance with the quotation; or
- (c) move Your Vehicle to a repairer We both agree will repair Your Vehicle and in this instance We will provide You with a rental car for up to three days in addition to any other benefit provided under Your Policy.

Optional Cover available under Section 1

The following Optional Cover forms part of Your Policy only when shown in Your Policy Schedule and is subject to all terms, conditions and exclusions of the Policy.

Hire costs following an accident

Where Your Vehicle suffers Damage as a result of an Accident and liability in respect of such Damage is admitted under the Policy and You are unable to use Your Vehicle, We will pay the reasonable cost of hiring a replacement Vehicle of a similar type to Your Vehicle that has suffered Damage.

The most We will pay is \$150 per day per Vehicle up to a maximum of \$5,000 per Event.

Cover will cease after 30 days or when the Vehicle is repaired and returned to You or when We pay You for a Total Loss, whichever occurs first.

Limitations of cover applicable to Section 1

Mobile cranes, mobile drilling rigs and mobile piling rigs

Where mobile cranes or a mobile drilling rig or a mobile piling rig is shown in Your Policy Schedule under Vehicle description, and loss or Damage occurs to the mobile crane, mobile drilling rig or mobile piling rig, then We will not indemnify You against any loss or Damage or liability caused directly or indirectly by, arising from or in connection with the:

1. deliberate or reckless overloading of Your Vehicle;
2. deliberately or recklessly incorrect loading of Your Vehicle;
3. failure of:
 - (a) You;
 - (b) a director or partner of Yours or an Employee; or
 - (c) a person engaged in the operation of Your Vehicle;
 to knowingly not service, maintain, use or operate Your Vehicle strictly in compliance with systems and procedures imposed or recommended by law, Australian Standards, industry standards or manufacturers' or distributors' recommendations or guidelines;
4. operation of Your Vehicle while its load-measuring instruments or limiters are known or suspected to be defective, inoperative or turned off by:
 - (a) You;
 - (b) a director or partner of Yours or an Employee; or
 - (c) person engaged in the operation of Your Vehicle;
5. acts or omissions of:
 - (a) You;
 - (b) a director or partner of Yours or an Employee; or
 - (c) a person engaged in the operation of Your Vehicle;
 with the intention of causing, or with reckless disregard of the risk of causing, injury, or loss or Damage to person or property;
6. tests or experiments imposing abnormal operating conditions on Your Vehicle;
7. scratching or chipping of painted or polished surfaces;

8. rusting, erosion, gradual deterioration, wear and tear, defect of any type, fatigue, lack of lubricant, lack of coolant, incorrect lubricant, incorrect coolant or electrical failure, unless prior to the loss or Damage:
 - (a) neither You nor any Employee nor any person engaged in the operation of Your Vehicle was aware of such deterioration or issue; and
 - (b) a casual inspection of Your Vehicle would not have revealed such deterioration or issue;
9. drill pipes, collars, rock bits, reamers, stabilisers, core barrels, logging equipment, casing and tools of all kinds occurring while below the rotary table, whilst performing horizontal and/or vertical drilling/boring activities; or
10. Your Vehicle while being used for oil, gas or geothermal drilling or in connection with existing oil, gas or geothermal wells.

Exclusions applicable to Section 1

We will not cover:

1. Loss of use

any consequential loss, inconvenience or other detriment of any kind, resulting from loss or Damage to Your Vehicle.

2. Tyres

loss or Damage to tyres or wheel rims caused by braking, road punctures, cuts or bursts except as provided under Additional Benefits applicable to Section 1 Tyre replacement.

3. Wear and tear and breakdown

loss or Damage caused by wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance. However, We will cover loss or Damage to Your Vehicle, if an Accident occurs as a result of those causes.

4. Obsolete parts

any amount greater than the manufacturer's latest list price for the supply of any part that is not available locally.

5. Safeguarding Your vehicle

for loss or Damage due to failure to secure Your Vehicle after it has broken down or been Damaged.

6. Theft by hirer

theft or attempted theft of Your Vehicle by a hirer of Your Vehicle.

7. Old damage

the costs of repairing pre-existing Damage, or the costs of fixing faulty repairs.

8. Intentional damage

loss or Damage intentionally caused by You or a person acting with Your express or implied consent.

Section 2 - Third Party Property Damage Liability

We will cover You for Your legal liability to pay compensation for loss or Damage to third party property caused by or arising out of the use of Your Vehicle (including any Trailer towed by Your Vehicle) which is fully or partly Your or the authorised driver of Your Vehicles' fault and which happens during the Period of Insurance.

The maximum We will pay in respect of a claim under Section 2 is \$30,000,000 inclusive of defence costs for any one Accident or series of Accidents resulting from the one original cause.

This cover is also extended to amounts You are held legally liable to pay as compensation for Damage to third party property if Your Vehicle is being used for or is attached to or is towing a Vehicle, Attachment and/or Trailer which is used for, the commercial transport of Dangerous Goods or any other substances which form explosive mixtures with organic or other readily oxidisable materials, provided the transportation of Dangerous Goods complies with the current Australian Code for the Transport of Dangerous Goods by Road or Rail, the current Australian Code for the Transport of Explosives by Road or Rail or any amendment thereof and any other relevant code, regulatory or legislative requirements for the transport of Dangerous Goods.

If the Accident or series of Accidents are caused by the commercial transport of Dangerous Goods or any other substances which form explosive mixtures with organic or other readily oxidisable materials, the maximum limit of liability We will pay is \$1,000,000 or any greater amount shown in Your Policy Schedule.

Additional Benefits applicable to Section 2

The following Additional Benefits are subject to the Limits of Liability for Section 2, provided that these Additional Benefits do not increase the maximum amount We will pay under Section 2 – Third Party Property Damage Liability as specified under “Section 2 – Third Party Property Damage Liability”.

We will pay:

1. Cost of cleaning

the reasonable cost to clean up and prevent Damage following an Accident which causes the release or escape of Pollutants.

We will not pay more than \$1,000,000 under this Additional Benefit in respect of any one Event.

2. Difference in excess / hired-in or rental vehicles

the difference in the basic Excess level between Your Policy and the Excess level under the insurance coverage provided by the owner of the Vehicle when You hire in or rent a Vehicle in connection with Your Business and the hire agreement deems the owner of the Vehicle responsible for the insurance.

3. Employer or principal

the amount which:

- (a) Your employer, principal or partner; or
- (b) the Commonwealth, State or Local Government,

becomes legally liable to pay as compensation for Damage to Third Party property resulting from an Accident occurring during the Period of Insurance which arises from the use of Your Vehicle on their behalf.

4. Falling goods

the amount which You are held legally liable to pay as compensation for Damage to third party property resulting from an Accident during the Period of Insurance caused by goods falling from Your Vehicle.

5. First aid costs

the amount incurred by You, which is not covered by any statutory insurance, for first aid to others who suffer bodily injury as a result of an Accident occurring during the Period of Insurance which arises from the use of Your Vehicle.

We will not pay more than \$2,500 under this Additional Benefit in respect of any one Event.

However, We will not pay any benefit that would result in Us contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act 1953* (Cth).

6. Legal costs

all reasonable legal expenses incurred with Our written consent, which will not be unreasonably delayed or withheld, for representation at any formal legal enquiry or at any Coroner's inquest.

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

7. Movement of other vehicles

the amount which You are held legally liable to pay as compensation for loss or Damage to third party property resulting from You, during the Period of Insurance, lawfully moving any Vehicle or Trailer parked in a position which prevents or impedes the loading, unloading or legitimate passage of Your Vehicle.

8. Non-owned vehicle liability

the amount which You may be held legally liable to pay as compensation for Damage to third party property, resulting from an Accident occurring during the Period of Insurance, caused by, or arising out of the use of a Vehicle of a similar type to Your Vehicle, not owned by You, but being used by You, or one of Your Employees, or some other person with Your consent, in connection with Your Business.

However as far as is allowed by law, this Additional Benefit will only provide cover for any amount in excess of the amount for which You are entitled to indemnity under any other insurance Policy which specifically covers the Vehicle.

9. Non-owned trailer liability

the amount which You are held legally liable to pay for actual physical Damage to any Trailer being towed by Your Vehicle resulting from an Accident occurring during the Period of Insurance caused by or arising out of the use of Your Vehicle.

However:

- (a) this Additional Benefit only applies if, at the time of the Accident, the Trailer is being towed in the course of Your Business and the Trailer is not owned, rented, hired or leased by You; and
- (b) the cover provided does not extend to the contents of any non-owned Trailer, nor clean-up costs associated with the contents of any non-owned Trailer.

We will not pay more than \$5,000 under this Additional Benefit in respect of any one Accident.

10. Substitute vehicle

the amount which You may be held legally liable to pay as compensation for Damage to third party property caused by You or arising from You driving a Substitute Vehicle in connection with Your Business.

However:

- (a) as far as is allowed by law, this Additional Benefit will only provide cover for any amount in excess of the amount for which You are entitled to indemnity under any other insurance Policy which specifically covers the Substitute Vehicle; and
- (b) We will only pay if one Substitute Vehicle is being used at any one time in place of Your Vehicle.

11. Supplementary bodily injury (legal liability)

the amount which You, or any person driving, using or in charge of Your Vehicle with Your permission, may be held legally liable to pay as compensation or Damages for death or bodily injury to any person resulting from an Accident caused by or arising out of the use of Your Vehicle.

We will not cover You for legal liability for death or bodily injury to:

- (a) You or any person driving, using or in charge of Your Vehicle or a Substitute Vehicle;
- (b) any person, who is an Employee of Yours or who is deemed by any law to be Your Employee, arising out of their employment with You.

We do not provide cover:

- (a) if Your Vehicle was not registered at the time of the Accident, however this exclusion will not apply if Your Vehicle being unregistered has not contributed to the claim; or
- (b) if the Accident that gave rise to the legal liability is wholly or partially covered under any compulsory statutory insurance scheme or Accident compensation scheme; or
- (c) if the Accident that gave rise to the legal liability would have been covered under any such scheme as it existed at the commencement date of the relevant Period of Insurance, even though there may have been a change in the law during that Period of Insurance; or
- (d) if You or the person, using or in charge of Your Vehicle or the Substitute Vehicle would have been entitled to be covered under any such scheme if it were not for the application of any Excess or deductible applying under the scheme; or
- (e) if You or the person, using or in charge of Your Vehicle or the Substitute Vehicle would have been entitled to be covered under any such scheme had not cover been refused because You did not:
 - (i) register Your Vehicle;
 - (ii) apply for cover under the scheme; or
 - (iii) comply with a term or condition of the scheme; or
 - (iv) if You or the person, using or in charge of Your Vehicle or the Substitute Vehicle which is registered in the Northern Territory of Australia.

12. Towing disabled vehicles

the amount which You are held legally liable to pay for Accidental Damage to third party property occurring during the Period of Insurance whilst Your Vehicle is towing any disabled Vehicle provided such disabled Vehicle is not being towed for reward or financial gain.

13. Trailers

the amount which You may be held legally liable to pay as compensation for Damage to third party property resulting from an Accident occurring during the Period of Insurance whilst Your Vehicle is towing any Trailer provided that the number of Trailers does not exceed the number permitted by law.

14. Uninsured motorists – applicable to Fire, Theft and Third Party Property Damage Liability and Third Party Property Damage Liability Only

up to \$10,000 less any applicable Excess(es) for Damage to Your Vehicle caused in an Accident with another Vehicle during the Period of Insurance if:

- (a) Your Vehicle was a sedan, station wagon, four-wheel drive, panel van, utility or goods carrying Vehicle under 2 tonne Gross Vehicle Mass; and
- (b) the driver of the other Vehicle was at fault; and
- (c) the other Vehicle was uninsured; and
- (d) You can tell Us who the other driver was and identify the other Vehicle and supply the registration number; and
- (e) the amount of the claim exceeds Your basic and age Excess under the Policy and is not a claim for windscreen Damage.

In the event that the fault of the Accident which gave rise to the claim is in dispute You will be required to pay the Excess and the Excess will be refunded if We are successful in establishing the fault of the other driver.

Exclusions applicable to Section 2

We will not be liable under Section 2 for:

1. Aircraft liability

any liability of whatsoever nature in connection with loss or Damage to any Aircraft resulting from an Accident caused by, or arising out of, the use of Your Vehicle.

2. Fines, penalties, punitive damages

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

3. Pollution

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

This Exclusion shall not apply where the claim arises from a sudden identifiable, unintended and/or unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance and arises from the use of Your Vehicle.

4. Property in Your custody of control

- (a) Damage to property that is owned by You;
- (b) Damage to property which is in Your physical or legal control; or
- (c) loss of use arising out of or from the loss or Damage to any property in Your physical or legal control.

For the purpose of this Exclusion only:

- (a) Employees or visitor's Vehicles whilst contained within a car park or premises;
- (b) premises leased or rented to You; or
- (c) Your Vehicle including any Vehicle referred to in Additional Benefits applicable to Section 2 – 'Movement of other Vehicles' and 'Non-owned Trailers liability';

are not deemed to be in Your custody or control.

5. Statutory liability

any liability of whatsoever nature You or other covered persons incur to pay compensation which is the subject of any compulsory Vehicle insurance law.

6. Tool of trade

any liability of whatsoever nature in connection with Your Vehicle, or any item of plant or equipment attached to Your Vehicle, being used as a Tool of Trade.

7. Trailers

- (a) for Damage or liability of whatsoever nature caused or contributed to by more than the legally permitted number of Trailers attached to Your Vehicle;
- (b) for Damage to any Trailer that You do now own, other than as provided for by the Additional Benefit applicable to Section 2 – 'Non-Owned Trailer Liability';
- (c) damage to any Caravan that You do not own.

8. Unregistered vehicles

- (a) any liability of whatsoever nature if Your Vehicle is unregistered at the time of the Accident giving rise to the claim. However, this exclusion will not apply to Your Vehicle if it is Mobile Plant that is unregistered, provided that You have complied with all statutory requirements and obtained necessary permits to use it on a public road or on public property;
- (b) liability of whatsoever nature if Your Vehicle is not registered or licensed in accordance with requirements of any State or Territory laws relating to the use of Vehicles on public roads or public property.

This exclusion will not apply if Your Vehicle being unregistered has not contributed to the claim.

9. Vibration/vehicle weight

Loss or Damage to property that is caused by:

- (a) vibration; or
- (b) the weight of Your Vehicle exceeding any lawful requirements or advisory signs.

Additional Benefits applicable to both Sections 1 and Section 2

The following Additional Benefits are provided subject to the terms, conditions and exclusions of the Policy, unless specifically stated otherwise.

1. Acquired companies

We will provide cover, in respect of the Vehicle(s) of any subsidiary company or firm or business purchased, formed or acquired by, or in Your name, during the Period of Insurance, if You hold a controlling interest in the subsidiary company, firm or business so purchased, formed or acquired, as follows:

- (a) if You advise Us of Your interest in the subsidiary company, firm or business within 14 days of the purchase, formation or acquisition, We will hold You covered for those Vehicles under the cover Option shown on Your Policy Schedule in respect of those Vehicles for a period of 30 days from the date of such purchase, formation or acquisition; and
- (b) if, within 30 days of such purchase, formation or acquisition, You also provide Us with a schedule of the additional Vehicles to be insured and details of their prior claims history, We will extend the hold covered period until 45 days from the date of such purchase, formation or acquisition; and
- (c) if You pay the premium We assess as applicable for the hold covered period.

No cover is provided for such Vehicles beyond the hold covered period(s), unless You agree to any special terms required by Us, and pay any additional premium required by Us.

2. Automatic additions

We will, subject to the terms of Your Policy, pay for loss, Damage or any liability incurred by You that relates to any Vehicle(s), Attachments, Trailers or Mobile Plant purchased, leased or hired by You (and for which You are legally liable) during the Period of Insurance, provided that:

- (a) such Vehicles, Attachments, Trailers or Mobile Plant are of a similar type to Your Vehicles at the commencement of the Period of Insurance;
- (b) You notify Us in writing within 60 Days of acquiring any such Vehicle, Attachment Trailers or Mobile Plant;
- (c) the Limit of Cover (which applies under Section 1) does not exceed \$150,000 for each newly acquired or hired Vehicle, Attachment, Caravan or Trailer or Mobile Plant, unless We have otherwise agreed in writing; and
- (d) You pay Us any additional premium We may require.

Any additional premium required under this clause will be assessed based on the underwriting criteria and pricing at the time of the calculation, which may be at higher rates than Your original premium.

However any Vehicle, Attachment, Trailer or Mobile Plant acquired by virtue of the purchase or other acquisition of, or the formation of any company or firm or business (including the purchase or acquisition of the Business of any sole trader or sub-contractor) or any Vehicles, Attachments, Trailers or Mobile Plant acquired or hired by You from any of Your subcontractors, will not be treated as newly acquired Vehicles or Attachments purchased or hired by You, as required by this Additional Benefit.

3. Fire brigade & emergency services cover

Following an Accident, We will pay up to \$25,000 for Your liability for charges imposed by the Fire Brigade, Police or any Government Emergency Services provided cover is not available elsewhere.

4. LPG conversion

We will provide cover for Your Vehicles which have been modified to operate on liquefied petroleum gas provided such modification has been carried out in accordance with the relevant statutory standard.

5. Removal of debris

We will pay You for the reasonable costs necessarily incurred for the clean-up and removal of Your Vehicle's or Attachment's debris and Your Vehicle's or Attachment's load arising from an Accident or resulting from goods falling or leaking from Your Vehicle, but only to a maximum amount of \$50,000 per Accident.

However, to the extent permitted by law, this Additional Benefit will only provide cover for any amount in excess of which Your Vehicle's or Attachment's load is otherwise insured.

General exclusions applicable to both Section 1 and Section 2

The following General Policy Exclusions apply to the Policy.

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public or local authority, or

2. Any act(s) of Terrorism

For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:

- (a) involves violence against one or more persons; or
- (b) involves damage to property; or
- (c) endangers life other than that of the person committing the action; or
- (d) creates a risk to health or safety of the public or a section of the public; or
- (e) is designed to interfere with or to disrupt an electronic system.

3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

Additional exclusions applicable to both Section 1 and Section 2

We will not pay any claim for loss, Damage or liability in connection with or arising directly or indirectly from:

1. Asbestos

asbestos, asbestos products or asbestos contained in any products.

2. Approved Fuel Systems

any fuel system which does not comply with the relevant Australian Standard.

3. Aviation works

any Aviation Works.

4. Bitumen and/or concrete setting

the setting or hardening of any bitumen, concrete, cement or similar products or their derivatives.

5. Contractual liability

an undertaking or indemnity given or contracted by You without Our written consent, provided that this exclusion will not apply if such liability:

- (a) would have attached notwithstanding such undertaking or indemnity; or
- (b) was assumed under a contract which was specifically designated in Your Policy Schedule.

6. Cranes and lifting devices

the operation of any crane or lifting device insured by this Policy whilst being used in any raising, carrying or lowering operation in which a single load is shared by two or more cranes or lifting devices unless Our prior consent has been obtained in writing.

7. Dangerous goods

Your Vehicle being used to carry any substance that is shown in the current Australian Code for the Transport of Dangerous Goods by Road or Rail or the current Australian Code for the Transport of Explosives by Road or Rail as goods too dangerous to transport or while any such substance is being moved to or from Your Vehicle or while any such substance is being loaded or unloaded from Your Vehicle which does not comply with the relevant Codes, notwithstanding the cover limit listed above in 'Third Party Property Damage Liability'.

8. Geographical limitations

Your Vehicle, which is covered by this Policy, being outside the Commonwealth of Australia at the time of the Damage, unless We agree in writing to the contrary.

9. Hire or reward

Your Vehicle being:

- (a) used to carry passengers for hire or reward, except for a private pooling arrangement or when You receive a travelling allowance from Your full time employer;
- (b) let out on hire, unless:
 - (i) operated by You or one of Your Employees; or
 - (ii) We have agreed in writing to provide Dry Hire cover for Vehicles which are not Mobile Plant.

10. Hooks and Hoists

goods falling from the hook or hoisting apparatus of any crane or similar lifting equipment.

11. Overloading

Your Vehicle or any Trailer that is being towed by Your Vehicle, being used to do any of the following with Your knowledge and consent:

- (a) carry number of passengers in excess of that for which it was constructed, registered or licensed, or contrary to the manufacturer's recommendations; or
- (b) carry, lift, haul or tow a load in excess of that for which it was designed, constructed, registered or licensed, or used contrary to the manufacturer's recommendations; or
- (c) damage or liability incurred was not caused by, or contributed to, by such excess of passengers and/or load.

12. Personal Property and Property in Your Custody

property belonging to or in the custody of You or any person entitled to cover under Section 2.

This exclusion shall not apply to Employees or visitor's Vehicles whilst contained within a car park owned or operated by You.

13. Seizure of Your vehicle

- (a) lawful seizure, confiscation or acquisition; or
- (b) any person lawfully repossessing or attempting to lawfully repossess Your Vehicle, where Your Vehicle is used as security for a debt.

14. Stock in trade

Your Vehicle forming part of the stock in trade of Your Business.

15. Trailers

more than the legally permitted number of trailers attached to Your Vehicle.

16. Underground mining

Your Vehicle being used:

- (a) for drilling or tunnelling whilst underground; or
- (b) used or driven in an underground mine or mining shaft.

17. Use of Your vehicle

- (a) Your Vehicle being driven by any person impaired by or under the influence of any drug or alcohol, or by any person with a percentage of drug or alcohol in their breath or blood in excess of that allowed by law. We will cover You but not the driver of Your Vehicle unless We prove that You had knowledge that the other driver of Your Vehicle was so affected;
- (b) Your Vehicle being driven by any person who refuses a request from a person with legal authority to take a breath, blood or other test to determine the percentage of drugs or alcohol in the person's breath or blood. We will cover You but not the driver of Your Vehicle unless We prove that You had knowledge that the other driver of Your Vehicle refused to submit to the test;
- (c) an Accident caused by a person who was not licensed to drive Your Vehicle but this exclusion will not apply where:
 - (i) the person is driving Your Vehicle without Your consent; or
 - (ii) the person is driving Your Vehicle with Your consent but:
 1. the driving licence produced to You by that person has been forged or was the subject of an unauthorised alteration which could not have been reasonably discerned from the driving licence produced to You, or

2. the driving licence produced would, if it had been valid, have authorised that person to drive the particular category or type of Vehicle which was to be driven with Your consent, or

3. You do not know or could not reasonably have known that person did not have a licence to drive Your Vehicle.

We will not waive Our right of subrogation against that person but Our right of subrogation is subject to the *Insurance Contracts Act (Cth)*.

(d) Your Vehicle being:

- (i) used in connection with the motor trade for experiment, test, trial, demonstration or towing;
- (ii) used for any illegal purpose with Your consent; iii) used in connection with a race, trial, test, contest or other sports event;
- (iii) tested other than in connection with service or repair by a person who is qualified to carry out the service or repair or who is acting under the supervision of such a person; or
- (iv) used in an unroadworthy or unsafe condition. However, We will cover You if the condition could not reasonably have been detected by You or that the loss, Damage or liability was not caused by or contributed to by the unroadworthy or unsafe condition.

(e) Your Vehicle being operated or driven in any autopilot or Autonomous Vehicle mode.

18. Vehicles on rails/cables

Your Vehicle was being used to run on rails, tram tracks or cables.

19. Wilful Damage

You, anyone acting on Your behalf or any other covered persons intentionally causing wilful Damage.

Sanctions limitation and exclusion clause

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose Us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is illegal for Us to do so.

General Conditions applicable to both Section 1 and Section 2

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, We may refuse a claim, reduce the amount We pay or in some circumstances We may cancel Your Policy. When making a claim, You must have met and then continue to comply with the conditions of Your Policy. Any person covered by Your Policy, or claiming under it, must also comply with these conditions.

If You, or someone covered under Your Policy, don't meet these conditions or make a fraudulent claim We may:

- refuse to pay Your claim or reduce what We pay for Your claim;
- cancel Your Policy.

Accidents/losses affect Your renewal premium

When calculating Your renewal premium all claims that occur during the Period of Insurance may affect the coming year's renewal premium.

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

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

All persons or companies bound by this Policy and its provisions

All persons or companies entitled to any benefit under this Policy are bound by the terms and conditions of this Policy. We may refuse a claim if You or any of them are in breach of any of the terms and conditions of this Policy including any endorsements noted or attached to the Policy Schedule.

Assistance and co-operation

You must provide reasonable assistance to Us, including:

- being truthful and frank at all times
- providing Us with information and documents, such as proof of purchase or repair quotes, if needed
- telling Us as soon as possible if You've been contacted by someone about an incident, such as another insurer or a third party's lawyer
- attending one or more interviews about the claim if We ask You to
- making Your Vehicle available for Us to inspect or examine
- taking Your Vehicle, or allowing Us to take it, to a place We require
- responding to Our requests as soon as possible.

At all times You must refrain from behaving in a way that's improper, hostile or threatening towards Us, Our representatives, Our repairers or third parties involved in an incident.

If You don't co-operate in any of these ways, it may delay Your claim, or We may reduce or refuse to pay Your claim.

Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or Your liability to which Your failure to take reasonable care is a contributing factor, for example:

- leaving Your car keys inside Your Vehicle and leaving it unattended, such as when going to pay for petrol;
- failing to lock Your Vehicle's windows and doors when You leave it unattended;
- continuing to drive Your Vehicle after it has broken down, been damaged or You've been notified it has been found after it was stolen.

There is also no cover if:

- You've given someone else permission to use Your Vehicle and then they steal it;
- You or anyone using Your Vehicle admits fault or liability for an incident, unless We would have provided cover under Your Policy anyway.

At all times, You must:

- prevent damage to property insured, as well as to others and their property;
- minimise the cost of any claim under Your Policy.

There is no cover if, at the time of the incident, Your Vehicle:

- did not meet registration requirements in Your state or territory; or
- was unroadworthy or in an illegal condition, unless its condition did not cause or contribute to the incident.

Changes to Your circumstances

You must tell Us as soon as possible if any of the information on Your Policy Schedule is incorrect or has changed. For example, You must tell Us if:

- there is any change to the use of Your Vehicle(s); or
- You have a change of address, including any changes to where Your Vehicle(s) are stored; or
- Your contact details like email, phone number or mailing address change; or
- You want to change the cover options selected;
- there is any other change to the details listed in Your Policy Schedule.

If You don't tell Us, We may reduce or refuse to pay a claim.

If there are any changes to the answers to Our questions which You disclosed at the commencement of this insurance Policy, any subsequent endorsements, alterations or renewals, You must notify Us of the change within 30 days. If You require a copy of the information that has been provided to Us, please contact Your Broker or Insurance Advisor.

Your failure to notify Us of the alterations of risk or changes that may increase the risk could result in Us declining a claim and/or cancelling or avoiding the Policy, except where We expressly allow alterations in risk in the relevant cover sections of the Policy.

If You wish to insure any fitted non-standard accessory or modification, each one must be advised to Us for Our acceptance, which We will confirm by issuing an alteration advice.

When You tell Us about a change or request a change to Your Policy, We will assess the change to the risk in accordance with Our underwriting rules and processes. If You request any change to cover (for example, You choose to add a cover option) and We agree to the change, We will issue a new Policy Schedule and ask You for any additional premium.

If an additional premium is required, the change to Your cover will only become effective when:

- if You're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
- You have paid the additional premium by the due date We give to You.

If You don't pay the additional premium by the due date then We will make reasonable efforts to contact You using the most recent contact details You provided to Us. If We don't receive payment of the additional premium owed, the change will not be effective and We will confirm this by issuing a replacement Policy Schedule.

If You request any change to cover and We don't agree to the change, then We will let You know and the Policy will continue unchanged.

If You tell Us about a change in Your Vehicle or Vehicle's value then We will consider it under Our underwriting rules and processes, and depending on the underwriting assessment:

- if We do not agree to the change then We will cancel Your Policy and refund the unused portion of the premium;
- if We agree to the change, We will issue a new Policy Schedule and ask You for any additional premium, inform You of any change in terms, and any additional applicable Excess(es). If an additional premium is required, the change will only be effective when:
 - if You're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
 - You have paid the additional premium by the due date We give to You.

If You don't pay the additional premium by the due date then We will make reasonable efforts to contact You using the latest contact details You provided Us. If We don't receive payment of the additional premium owed, then We will cancel Your Policy. We will use the latest contact details You provided Us to notify You of the cancellation date, which will depend on factors including:

- if We do not agree to the change then We will cancel Your Policy and refund the unused portion of the premium;
- the premium You have already paid on Your Policy; and
- the remaining period of insurance.

You will not receive a refund as We will use the premium You have already paid to delay the cancellation date by as long as possible. If You pay the additional premium after We notify You but before the cancellation date, then We will no longer need to cancel Your Policy.

Other interests

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

Any person whose interests You've told Us about and We've noted on Your Policy Schedule is bound by the terms of Your Policy in relation to any claim they make.

Protection of insured vehicles

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

Claims

This section describes what You must do, as well as conditions that apply when You make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

What You must do after an accident or theft

If an incident happens which may give rise to a claim You must:

- take all reasonable steps to protect or safeguard Your Vehicle from further loss, damage or theft;
- notify the police as soon as possible if Your Vehicle or any of Your property is stolen or maliciously or intentionally damaged, and provide details of the report to Us. We may need the police report number to process Your claim or Our recovery action if there is a third party who is liable for Your loss;
- tell Us or Your financial services provider as soon as possible. You will be provided with a claim form and advice on what to do;
- supply Us with all relevant information We reasonably require to settle or defend the claim;
- notify Us of any other insurance covering the same loss, damage or liability;
- provide to Us full details in writing as soon as possible after the happening of any Accident or occurrence, which may become the subject of a claim under this Policy;
- send to Us as soon as possible any letter or communication from other parties;
- tell Us as soon as possible of any notice of impending prosecution or details of any inquest or official inquiry;
- give all relevant information and assistance We may reasonably require to handle any claim that You make under this Policy.

In an emergency outside normal business hours You may call Our emergency service on 1800 023 387 for assistance.

If in doubt at any time, call Us or Your financial services provider.

What You must not do after an accident or theft

In the event of an incident that may give rise to a claim, You must not:

- admit liability if an Accident occurs which is likely to result in someone claiming against You;
- make an offer, settlement, promise or payment;
- incur any costs or expenses without Our written consent, in respect of any right or claim which may be the subject of a claim by You against Us under this Policy;
- authorise repairs to Your Vehicle without Our prior consent. However You may authorise:
 - the fitting of an identical replacement windscreen or window glass;
 - repairs up to \$2,000 (over and above any applicable Excesses) if You are more than 200 kilometres from the normal nightly parked address and they are necessary to enable You to continue Your journey.

How claims administration and legal proceedings are undertaken

When We pay a claim under Your Policy, We have the right to exercise Your legal rights in Your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When We do any of these things in Your name, it will be at Our expense, however You'll need to give Us reasonable assistance. This may include following Our directions in relation to the conduct of any legal proceedings even after a claim has been paid. During the administration, conduct or settlement of the recovery, You can seek an update on the status of proceedings and We will consult You where appropriate.

When We pay a claim and some of the loss isn't covered by Your Policy, We may offer to try to recover that loss for You when We take any steps to recover the covered loss. We can only do so if You agree to give Us documents that support Your loss and agree with Us on how We'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for You, We need to take additional steps that We wouldn't otherwise need to take. We will talk to You about these steps before We take them.

If You've received a benefit under Your Policy that You were not entitled to, We reserve the right to recover from You the amount We have paid. If We decline a claim for fraud, We reserve the right to recover Our reasonable administration, investigation and legal costs.

We'll also report any suspected fraudulent act to the Police for further investigation.

What can affect a claim

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

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

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

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

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

Cover comes to an end following total loss

Where this Policy covers more than one Vehicle then this clause will only apply to the particular Vehicle which has been treated as a Total Loss.

If Your Vehicle is a Total Loss and We pay You the Sum Insured, Market Value or replace Your Vehicle, then the Policy will come to an end for that Vehicle and You will no longer have any cover for it. This means You will not be entitled to make any further claim for that Vehicle under this Policy and:

- where the premium has been paid in full for the period of insurance there will be no refund of any premium; or
- where the premium is paid by instalments, We are entitled to deduct from any claim paid or payable, the balance of the unpaid premium or instalments of premium.

The total premium is payable and non-refundable because You have received the benefits associated with a Total Loss claim under the Policy.

If You've other Vehicles insured on the Policy, then Your regular instalments will be reduced up until Your Policy renewal date because there will be fewer vehicles to cover. This lasts until Your Policy renewal date, which You can find on Your Policy Schedule.

Contribution and other insurance

When making a claim, You must notify Us of any other insurance that You're aware will or may, whether in whole or in part, cover any loss insured under Your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to You or any other person) which covers the same loss, damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s).

GST

If You're a business You must tell Us if You're registered, or are required to be registered, for GST. When You do this, We need You to give Us:

- Your ABN;
- The percentage of any input tax credit You will claim, or will be entitled to claim, on Your premium.

When We pay a claim, Your GST status will determine the amount We pay You. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless We say otherwise, all amounts in Your Policy are inclusive of GST. There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend You seek professional advice.

Preventing Our right of recovery

If You've agreed with or told someone who caused You loss, damage or liability covered by Your Policy that You won't hold them responsible then, to the extent We've been prejudiced by this act, We won't cover You for that loss, damage or liability.

Providing evidence and information

You must be able to demonstrate that You've suffered a loss covered by Your Policy for Your claim to be accepted. We may ask You for this information if You make a claim under Your Policy. So Your claim can be assessed quickly, make sure You keep the following records:

- police reports;
- medical reports;
- proof or evidence of loss or damage;
- proof or evidence of ownership;
- receipts or tax invoices evidencing confirmation of purchase of Your Vehicle and any accessories; and
- all service and repair records for all motor Vehicles insured by this Policy so that You can prove the amount of any loss if You have to claim under this Policy.

We won't pay any claim when the only proof or evidence of ownership is:

- a photograph;
- a photocopy of any documentation;
- a copy of information downloaded from the internet;

unless You also submit a statutory declaration in support of these items attesting to You being the owner of the item(s) You're claiming for.

Repair guarantee

We will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of Your Vehicle, only if the repairs have been authorised and managed by Us. For entitlement to any repairs under this guarantee You must first allow Us to inspect the Vehicle and arrange any additional repairs that We agree with You are necessary.

We will not pay for any additional repairs We don't authorise.

Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after We pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds.

Excesses

An Excess is the amount shown in Your Policy Schedule or in this document, which You must pay when You make a claim under the Policy, unless We state an Excess does not apply. The payment of an Excess helps to keep the cost of Your premium down by reducing the number of small claims.

The Sum Insured and sub-limits of liability shall apply in addition to, and shall not be reduced by, the amount of any applicable Excess.

There are different types of Excess which may apply to You or the driver of Your Vehicle at the time of the claim.

These are the:

- (a) Basic Excess
- (b) Age and inexperienced driver Excess
- (c) Undeclared drivers under 25 Excess
- (d) Tipping Excess
- (e) Radius Limit Excess
- (f) Other Excesses

Other Excesses may apply which will be noted on Your Policy Schedule.

(a) Basic Excess

This is the first amount of each claim for which You must pay when You make a claim under this Policy, unless We state that an Excess does not apply. The Basic Excess will apply separately to each of Your Vehicle, Attachment, Trailer for each and every claim.

Where more than one of Your Vehicles (all of which are covered under this Policy) are Damaged in the same Accident, You will pay the applicable basic Excess in respect of each of Your Vehicle(s).

In the Event that the Vehicle is not Damaged but the Trailer is Damaged, then You will pay the applicable basic Excess in respect of the Trailer.

(b) Age and inexperienced driver's Excess

If at the time of loss or Damage, Your Vehicle (providing Your Vehicle was not a rigid and/or articulated Vehicle with a carrying capacity in excess of 10 tonnes Payload) was being driven by a person as set out below, the following additional Excess per Accident shall apply:

- (i) driver under 21 years of age: \$850;
- (ii) driver aged 21 years of age and under 25 years of age: \$750;
- (iii) driver aged 25 years of age and over, having held a licence less than two years: \$750.

You will not have to pay any age and inexperienced driver Excess if You are claiming for any of the following:

- (i) windscreen or window glass Damage where this is no other Damage to Your Vehicle;
- (ii) Damage or loss caused by theft;
- (iii) hail, storm or flood Damage;
- (iv) Malicious Damage; or
- (v) Damage to Your Vehicle whilst parked.

(c) Undeclared drivers under 25 Excess

If You have declared that there are no drivers under the age of 25 however at the time of loss or Damage Your Vehicle was being driven by a person under the age of 25, an additional Excess of \$800 shall apply.

This Excess will not apply if Your Vehicle is being used in an emergency situation that poses an immediate risk to health or life.

This Excess is in addition to all other Excesses that may apply.

(d) Tipping Excess

If Your Vehicle is a rigid body tipper or a tipping Trailer, and at the time of loss or Damage, the tipping hoist was in use and was fully or partially elevated, the basic Excess shall be increased by 100% to each Vehicle and each claim on that Vehicle.

(e) Radius Limit Excess

If Your Vehicle is Damaged or liability is incurred as a result of an Accident which occurs outside the Radius Limit shown in Your Policy Schedule, then You will pay an additional Excess in the amount of 100% of the basic Excess per Vehicle.

(f) Other Excesses

You may have to pay other Excesses which will be listed on Your Policy Schedule if they apply.

Faultless Excess

You will not be required to pay the basic, age and or inexperienced driver Excess if:

- (a) the Accident which gave rise to the claim was the fault of the driver of the other Motor Vehicle or attachment or another third party; and
- (b) You can supply the name and address of that driver or other third party; and
- (c) You can supply the registration number of the Vehicle, and
- (d) the amount of the claim exceeds Your basic and age Excess under the Policy and is not a claim for windscreen damage.

In the event that the fault of the Accident which gave rise to the claim is in dispute You will be required to pay the Excess and the Excess will be refunded if We are successful in establishing the fault of the other driver.

Other terms

These other terms apply to how Your Policy operates.

Cancelling Your Policy

You can cancel Your Policy at any time by telling Us. If there are other people named as insured on Your Policy, We may rely on a request from one Insured to cancel Your Policy.

We may cancel Your Policy in any of the circumstances permitted by law (e.g. failure to pay the premium by the due date or if You told Us something that You knew to be incorrect or untrue during Your application for cover) by informing You in writing.

We can also cancel Your Policy if Your circumstances change and no longer fall within Our underwriting rules.

We'll give You notice in person or send it to Your address (including an electronic address) last known to Us.

If You've paid Your premium in advance and Your Policy is cancelled, We'll refund You the proportion of the premium for the remaining Period of Insurance, less any non-refundable government fees, duties or charges.

References to legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

Sending You documents

We may send letters, policy and other related documents to You. If We email them to You, We'll consider the email to be received by You 24 hours after We send it.

Please make sure We have Your current email and mailing address on record and let Us know as soon as these change.

When there is more than one insured

When there is more than one Insured on Your Policy, We may treat what any one of them says or does in relation to Your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one Insured to change or cancel Your Policy or tell Us where a claim payment should be paid.

