



Protecting and supporting your community



Commercial Motor Insurance

Product Disclosure Statement
and Policy Wording

Table of Contents

| | | | |
|---|-----------|---|-----------|
| About Ansvar | 4 | | |
| Insurance from one of Australia's specialist insurers | 4 | | |
| Cover | 4 | | |
| Type of motor insurance cover You have chosen | 4 | | |
| About Ansvar | 4 | | |
| Our Approach | 4 | | |
| Supporting Our Community | 4 | | |
| About this Product Disclosure Statement (PDS) | 5 | | |
| Important Information | 5 | | |
| The Contract between You and Ansvar Insurance | 5 | | |
| Who is the insurer and how can We be contacted? | 5 | | |
| Cooling off Period | 5 | | |
| Target market determination | 5 | | |
| Important Information | 5 | | |
| Changes to the PDS | 5 | | |
| Costs | 5 | | |
| Code of Practice and Privacy Act | 5 | | |
| Complaints and Disputes | 6 | | |
| Critical Documents | 6 | | |
| Your Duty of Disclosure | 6 | | |
| Goods and Services Tax (GST) | 6 | | |
| Financial Claims Scheme | 6 | | |
| The contract between You and Ansvar Insurance | 7 | | |
| Additional Benefits of cover available | 7 | | |
| Definitions | 10 | | |
| Section 1. Loss or Damage to or theft of Your Vehicle(s) | 12 | | |
| Applicable only where You have Comprehensive cover | 12 | | |
| Additional benefits applicable to this section | 12 | | |
| Automatic Additions | 12 | | |
| Disability Modifications | 12 | | |
| Driver Personal Accident | 12 | | |
| Emergency Expenses Allowance | 12 | | |
| Emergency Repairs | 12 | | |
| Employees Vehicles | 12 | | |
| | | | |
| | | Expediting Expenses | 13 |
| | | Fire Brigade and Emergency Services Cover | 13 |
| | | First Aid Kit Replenishment | 13 |
| | | Funeral Expenses | 13 |
| | | Gates, Tarpaulins, Chains, Chain Dogs, Ropes and Straps | 13 |
| | | Hire Costs Following Fire or Theft | 13 |
| | | Lease Payout | 13 |
| | | Non-Owned Trailers | 13 |
| | | Personal Effects Cover | 14 |
| | | Recovery Costs – No Damage | 14 |
| | | Removal of Debris | 14 |
| | | Replacement of Locks and Keys | 14 |
| | | Replacement Vehicle following a Total Loss | 14 |
| | | Return of Vehicle Following Theft and/or Repairs | 14 |
| | | Sign Writing | 14 |
| | | Tools and Accessories | 14 |
| | | Trailer – Use of Trailers | 14 |
| | | Transfer of Ownership – Stamp Duty | 15 |
| | | Transportation of Vehicle by Road, Rail and/or Sea | 15 |
| | | Optional Benefits | 15 |
| | | Hire Vehicle Following an Accident | 15 |
| | | Windscreen Extension | 15 |
| | | Specific Exclusions | 16 |
| | | Applicable to Section 1 | 16 |
| | | Incorrect Fuel | 16 |
| | | Intentional Damage | 16 |
| | | Mechanical or Electrical Breakdown | 16 |
| | | Pre-existing Damage | 16 |
| | | Theft or further Damage | 16 |
| | | Tyre Damage | 16 |
| | | Vehicle Deterioration | 16 |
| | | Section 2. Third Party Property Damage | 17 |
| | | Additional benefits applicable to this section | 17 |
| | | Damage to Your Vehicle Caused by an Uninsured Motorist | 17 |
| | | Goods Carried | 17 |
| | | Legal Costs | 17 |
| | | Loading and Unloading | 17 |
| | | Non-owned Vehicles in Your Car park | 17 |
| | | Removal of Debris | 17 |
| | | Substitute Vehicle/s | 17 |

| | |
|-----------------------------|----|
| Supplementary Bodily Injury | 18 |
| Towing Disabled Vehicles | 18 |
| Trailers | 18 |

Specific Exclusions 19

Applicable to Section 2 19

| | |
|--------------------------------------|----|
| Fines or punitive Damages | 19 |
| Property in care, custody or control | 19 |
| Unregistered Vehicles | 19 |
| Bodily Injury | 19 |

General Exclusions 20

Applicable to all sections 20

General Conditions 21

Applicable to all sections 21

| | |
|----------------------|----|
| Cancellation | 21 |
| Excess | 21 |
| Subrogation | 21 |
| Claims | 21 |
| Your Policy | 21 |
| Interpretation | 21 |
| Transfer of Interest | 21 |
| Diligence | 21 |
| Cross Liability | 22 |
| Interested Parties | 22 |
| L.P.G. conversion | 22 |
| Sea transportation | 22 |

Your responsibility following a claim 23

About Ansvar

Insurance from one of Australia's specialist insurers

The Ansvar Commercial Motor Insurance Product Disclosure Statement and Policy Document has been specifically designed to protect **Your** organisation's most valuable assets:

- Section 1: Loss or Damage to or theft of **Your Vehicle(s)** and/or
- Section 2: Third Party Property Damage

Cover

Type of motor insurance cover You have chosen

Your Certificate of Insurance will state what **Your** motor **Policy** cover is:

Comprehensive Motor Vehicle cover will cover **You** for both sections 1 and 2. Third Party Property Damage only will cover **You** for Section 2 only. The insured Categories will be shown in **Your Certificate of Insurance**.

| Cover Type | Description of Cover provided |
|-----------------------------|---|
| Comprehensive Cover | Section 1: Loss or Damage to or theft of Your Vehicle(s); and Section 2: Third Party Property Damage |
| Third Party Property Damage | Section 2 Only: Third Party Property Damage |

With each cover option selected, there are a range of additional benefits included. For a detailed summary of these additional benefits please refer to the "Additional Benefits of cover available" table on pages 7 to 10.

About Ansvar

Ansvar is a specialist commercial and consultative insurer offering tailored insurance products and services to the Care, Community Service (including Not-for-Profit), Education, Faith and Heritage sectors. With more than 50 years of experience in the Australian insurance industry we've developed a deep understanding of our clients' needs, risks and challenges they face, as well as the environments in which they operate.

Ansvar is owned by the Ecclesiastical Insurance Office plc, est. 1887, a leading insurer of heritage, religious and charitable organisations in the UK.

Our Approach

Service is paramount at Ansvar, and **Our** team is committed to consistently providing the best client experience possible.

Our dedicated Claims team are focused on quickly solving the problems of **Our** clients. With a compassionate approach they are always mindful of the reputation of **Our** clients, particularly when handling sensitive claims.

Because Ansvar understands the varied and vast risk exposure of **Our** clients in **Our** core sectors, **We** offer expert Risk Management advice and practical solutions to help **Our** clients protect their assets and importantly, their people.

Through **Our** expertise and flexible underwriting approach, Ansvar offers tailored insurance solutions to provide the right

cover to suit the unique needs of **Our** client's within **Our** core sectors.

Supporting Our Community

Our goal is to be a valued and recognised contributor to the community. This has been the ethos of Ansvar since **Our** inception. Each year, through **Our** Community Education Program, Ansvar donates a percentage of **Our** profits to organisations that provide valuable support to improve and enrich the lives of young Australians, so that they may contribute positively to the community in which they live.

About this Product Disclosure Statement (PDS)

This product disclosure statement (PDS) contains two sections:

Important Information

Provides general information about **Your Commercial Motor Insurance Policy**.

The Contract between You and Ansvr Insurance

Details the terms and conditions of **Your Commercial Motor Insurance Policy**.

The financial product offered in the PDS is provided by Ansvr Insurance Limited.

The Table of Contents provides a summary of the content of the PDS. The purpose of this PDS is to assist **You** to understand **Your insurance Policy** and enable **You** to make an informed choice about **Your insurance requirements**.

The Commercial Motor Insurance **Policy** in conjunction with the **Certificate of Insurance** and any endorsements **We** issue upon acceptance of **Your** proposal, provide a full description of the terms, conditions and limitations of the insurance cover.

You will need to read the entire PDS for a full understanding of these terms, conditions and limitations including the benefits, risks and information about how the insurance premium is calculated.

Please read this PDS before **You** apply for this insurance. This PDS was prepared on August 2021.

Who is the insurer and how can We be contacted?

Ansvr Insurance Limited (Ansvr Insurance), ABN 21 007 216 506, is the issuer of this insurance policy. The registered office of Ansvr Insurance is Level 5, 1 Southbank Boulevard, Southbank, Victoria. The Ansvr Insurance Australian Financial Services Licence number is 237826.

Our contact details are:

Ansvr Insurance

Phone: 1300 650 540

Post: GPO Box 1655, Melbourne, Victoria 3001

Email: insure@ansvr.com.au

Website: ansvr.com.au

Cooling off Period

We will refund the entire premium **You** have paid for cover under this insurance **Policy** if **You** cancel the **Policy** within 21 days of its commencement. To do this, **You** must advise **Us** in writing and return the **Certificate of Insurance** to **Your** nearest Ansvr Insurance office. The **Policy** will be cancelled with effect from the inception date. **You** will not receive a refund if **You** have made a claim or intend to claim under the insurance **Policy**.

Target market determination

We have produced a target market determination (TMD) document for this product. The purpose of this document is to provide customers, brokers and staff with the appropriate information to understand the type of businesses this product is designed for, how it is distributed and the approach Ansvr takes to keep it consistent with the likely objectives, financial situations and needs of their customers.

You can access a copy of the TMD for this product on www.ansvr.com.au or contact us for a copy.

Important Information

Changes to the PDS

Information in this PDS is subject to change from time to time. Changes in **Your Commercial Motor Insurance Policy** will be communicated to **You** in several ways and these are:

- If a change will affect **You** adversely, Ansvr Insurance will issue **You** with a new PDS or a Supplementary PDS prior to the renewal of the insurance each year;
- For minor changes which are not materially adverse to **You**, **We** will communicate the changes to **You** in writing at the earliest opportunity;
- Information can be obtained by telephoning **Our** toll free number (1300 650 540), calling at one of **Our** offices or visiting **Our** website at www.ansvr.com.au to find out what changes might have occurred;
- If changes have occurred, **We** will be pleased to provide **You** with a paper copy of them on request.

Costs

The premium payable by **You** for this insurance **Policy** is shown in **Your Certificate of Insurance**. The premium payable will be determined considering factors such as those listed below.

Your premium may alter if **You** make changes to **Your** insurance cover or **Your** circumstances change during the **Period of Insurance**. Premium Factors:

- Make, model and type of **Vehicle** being insured including modifications made to the **Vehicle**;
- Age and driving experience of people who will be driving the **Vehicle**;
- Where and how the **Vehicle** is being used;
- The type of cover **You** choose i.e. **Comprehensive** or Third Party only;
- **Your** previous insurance and claims history.

Premiums and fees are subject to Commonwealth and State taxes which include Goods and Services Tax and Stamp Duty (if applicable in your State).

Code of Practice and Privacy Act

As a signatory to the General Insurance Code of Practice **We** are committed to raising standards of service to **Our** customers. This voluntary code sets out the minimum standards **We** will uphold in the services **We** provide to **You**. More information can be found at www.codeofpractice.com.au or by contacting **Us**.

Ansvr Insurance places the highest priority on providing prompt, efficient and friendly service including the protection of **Your** privacy.

We collect **Your** personal information to provide **You** with insurance products. The information **We** collect is used to assist **Us** to provide **You** with **Our** general insurance products, to manage **Our** relationship with **You** and to assess and process claims. **We** will not be able to supply **You Our Policy** if **You** do not provide **Us** with **Your** personal information. The information is generally collected from **You** when **You** are applying for or enquiring about **Our** insurance products or when making a claim.

At times **We** rely on third party suppliers (e.g. agents, lawyers, other insurance companies, assessors, investigators, loss adjusters, market research and mailing houses) to perform

specialised activities for **Us**. **Your** personal information may be provided to them so that they can carry out their agreed activities. They are bound by confidentiality and non-disclosure agreements and are prohibited from using the information for any other purpose. These service providers are aware of their obligations under the Privacy Act 1988 (Cth) and the General Insurance Code of Practice. **We** are unlikely to provide **Your** personal information to overseas recipients.

Our Privacy Policy includes further information about how **We** handle **Your** personal information including how **You** can access and correct **Your** information or make a privacy related complaint. For more information please visit **Our** website: www.ansvar.com.au or **You** can contact one of **Our** offices.

Complaints and Disputes

Ansvar is committed to resolving any complaint you may have in relation to our products, services or handling of your personal information. Our process has 3 key stages.

1. Make a complaint

Please refer your complaint to us using one of the following options:

Phone: 1300 650 540

Email: insure@ansvar.com.au

Post: **Ansvar Customer Disputes Resolution**
GPO Box 1655, Melbourne, Victoria 3001

Your complaint will be reviewed and a response provided to you within 7 business days of us receiving notice of the complaint. Please ensure you provide a telephone number at which you may be contacted.

2. Refer for internal dispute resolution

If you are not satisfied with our response, you may ask us to refer your complaint to our Internal Dispute Resolution Committee. The committee is made up of representatives from across our organisation that have the appropriate knowledge and authority to deal with your complaint. The committee will review your complaint and provide their decision in writing to you within 7 business days from the date of receiving all necessary information about your concerns.

3. Refer for external dispute resolution

Ansvar is a member of the Australian Financial Complaints Authority (AFCA). AFCA was established in 2018 as an independent service to deal with complaints from consumers and small business about financial services and products. If we are unable to resolve your complaint, you may seek advice from AFCA.

Contact the **Australian Financial Complaints Authority**

Website: afca.org.au

Phone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3, Melbourne, Victoria 3001

Critical Documents

It is important to read/retain the following documents and keep them in a safe and convenient place:

- this document;
- your current certificate of insurance;
- any endorsements.

Remember to regularly review your insurance policy, particularly at renewal to ensure your insurance policy provides the cover that you currently need.

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

You have the same duty to disclose these matters to us before you renew, extend, vary or reinstate an insurance contract.

If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Goods and Services Tax (GST)

This insurance **Policy** has provision for payment of Goods and Services Tax:

- By **You** in relation to premiums;
- By **Us** in relation to claims.

Financial Claims Scheme

If Ansvar Insurance were to fail and were unable to meet its obligations under your **Policy**, a person entitled to claim under insurance cover under the **Policy** may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained at www.fcs.gov.au.

The Contract between You and Ansvar Insurance

In consideration of payment of **Your** premium, and subject to **Your** obligations under this PDS and insurance **Policy**, **We** will insure **You** under this **Policy**, and as shown in **Your Certificate of Insurance**. **Your** insurance commences from the time **We** accept **Your** proposal or variation and concludes at 4.00pm local standard time on the dates shown in the **Certificate of Insurance**.

If the terms of this **Policy** are not observed, cover may be reduced or cancelled to the extent that the non-compliance prejudices **Our** interests.

Additional Benefits of cover available

The following is a summary of benefits available under Section 1: **Loss or Damage** to or theft of **Your Vehicle(s)** and Section 2: Third Party Property Damage.

| Additional Benefits applicable to Section 1: Loss or Damage to or theft of Your vehicle(s) | | | |
|--|---|---|----------|
| Cover | Summary of cover available | Benefits | Page No. |
| Automatic additions | Cover for any replacement or additional registered Vehicle/s purchased by You during the Period of Insurance . | Up to \$300,000 for any one Vehicle . | 12 |
| Disability modifications | Cover for additional disability modifications to Your Vehicle . | Up to a maximum of \$10,000 for any one Event . | 12 |
| Driver Personal Accident | Personal accident cover in the event the driver: <ul style="list-style-type: none"> Permanently and totally loses sight in one or both eyes; or Permanently and totally loses the efficient use of one or both hands or one or both feet; Provided that permanent and total Event happens within 12 months from the event. | Up to a maximum of \$5,000 for any one Event . | 12 |
| Emergency expenses allowance | Cover for Accommodation and travelling expenses will be paid by Us , if You become stranded from Your usual place of residence as a result of an Event which becomes a claim under this Policy . | Up to a maximum of \$5,000 for any one Event . | 12 |
| Emergency Repairs | Cover for the costs of emergency repairs which are necessary for You to drive Your Vehicle or to be moved to a place of safety following Event or Damage as a result of an Accident involving Your Vehicle . | Up to a maximum of \$3,000 for any one Event . | 12 |
| Employees Vehicles | We will cover an Employee owned Vehicle whilst being used in connection with Your business with Your consent. | Market Value or \$50,000, whichever is the lesser. | 12 |
| Expediting Expenses | We will pay for the additional costs necessary to expedite permanent repairs to the Vehicle including overtime night work penalty rates work on public holidays express or air freight costs. | The lesser of an additional 50% of the normal repair cost or \$5,000 for any one Event . | 13 |
| Fire brigade and emergency services cover | Cover for charges imposed on You by the following emergency services authorities as a result of an Accident involving Your Vehicle . | Up to a maximum of \$25,000 for any one Event . | 13 |

Additional Benefits applicable to Section 1: Loss or Damage to or theft of Your vehicle(s)

| Cover | Summary of cover available | Benefits | Page No. |
|---|--|---|----------|
| First aid kit replenishment | Cover to replenish Your first aid kit where there has been Loss or Damage to Your Vehicle . | Up to a maximum of \$1,000 for any one Event . | 13 |
| Funeral Expenses | Cover for funeral expenses associated with burial and cremation and travel costs for immediate Family members of the driver following the death of the driver of Your Vehicle as a direct result of the Accident . | Up to a maximum of \$25,000 for any one Event . | 13 |
| Gates, tarpaulins, chains, chain dogs, ropes and straps | Cover for costs to repair or replace gates, tarpaulins, chains, chain dogs, ropes and straps as a result of Loss or Damage . | Up to a maximum of \$5,000 for any one Event . | 13 |
| Hire costs following fire or theft | Cover for costs incurred by You to hire a replacement Vehicle of a similar make and model following Your notification to Us of fire or theft to Your Vehicle . | Up to a maximum of \$3,500 for any one Event . | 13 |
| Lease payout | If Your Vehicle is Damaged beyond an amount We consider economical to repair and the Market Value at the time of Loss is less than the amount owing by You under a valid hire purchase, leasing or other finance agreement; We will pay an additional amount. | Up to a maximum of 25% above the Market Value . | 13 |
| Non-owned trailers | We will pay, for Loss or Damage to any Trailers hired (in and out) leased rented loaned borrowed or used by or on Your behalf or which are in Your lawful custody or control or for which You have received instructions to insure or for which You are responsible. | Up to \$5,000 or the Market Value of the Trailer whichever is the lesser. | 13 |
| Personal effects cover | Cover for Loss or Damage to Personal Property in Your Vehicle and belonging to You or Your Employees . | Up to a maximum of \$2,000 for any one Event . | 14 |
| Recovery costs – No Damage | Cover for the costs of recovery or removal of Your Vehicle if it becomes unintentionally immobilised whilst being used as part of Your normal business operations. | Up to a maximum of \$5,000 for any one Event . | 14 |
| Removal of Debris | Cover for the costs incurred to clean up the removal of Your Vehicle debris resulting from goods falling or leaking from Your Vehicle after Your Vehicle has been in an Accident . | Up to a maximum of \$25,000 for any one Event . | 14 |
| Replacement of Locks and Keys | Cover for: Replacing the key ignition barrel and all locks and keys; Re-coding Your locks including associated electronic components of Your Vehicle . | Up to a maximum of \$10,000 for any one Event . | 14 |

Additional Benefits applicable to Section 1: Loss or Damage to or theft of Your vehicle(s)

| Cover | Summary of cover available | Benefits | Page No. |
|--|---|--|-----------------|
| Replacement Vehicle following a Total Loss | New Vehicle replacement where Your Vehicle is declared a Total Loss. | For Vehicles within their first two (2) years of registration. | 14 |
| Return of Vehicle following theft and/or repairs | Cover for costs of removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place We have agreed to in writing. | Up to a maximum of \$5,000 for any one Event. | 14 |
| Sign writing | Cover for the replacement cost of sign writing or fixed advertising signs or materials forming a permanent part of Your Vehicle at the time of Loss. | Up to a maximum of \$5,000 for any one Event. | 14 |
| Tools and accessories | Cover for Loss or Damage to Your tools. | Up to a maximum of \$2,000 for any one Event. | 14 |
| Trailer – use of Trailers | Cover for Loss or Damage to any two-wheeled or boxed Trailer up to 2 tonne in weight whilst it is attached to Your Vehicle. | Up to a maximum \$3,000 or the Market Value whichever is the lesser. | 14 |
| Transfer of Ownership- Stamp Duty | Cover payment for Stamp Duty and transfer fees that are due to transfer the ownership of a replacement Vehicle into Your name following a Total Loss. | Up to a maximum of \$10,000 for any one Event. | 15 |
| Transportation of Vehicle by road, rail and/or sea | Cover for Loss or Damage to Your Vehicle when it is being transported by road, rail and/or sea in the Commonwealth of Australia. This cover will not apply when more than one Vehicle is being transported in any one conveyance. | Up to a maximum of \$10,000 for any one Event. | 15 |

Additional Benefits applicable to Section 2: Third Party Property Damage

| Cover | Summary of cover available | Benefits | Page No. |
|--|---|---|-----------------|
| Damage to Your Vehicle caused by an Uninsured Motorist | Cover for Damage to Your Vehicle caused by an Uninsured Motorist. | Up to a maximum of \$5,000 for any one Vehicle. | 17 |
| Goods carried | Cover for Damage to property caused by goods falling from Your Vehicle whilst in transit. This does not include cover whilst goods are being loaded or unloaded | Up to the limit of liability. | 17 |
| Legal costs | Cover for the expenses to defend You against legal proceedings arising from a claim under this Policy. | Up to the limit of liability. | 17 |
| Loading and Unloading | Cover if the Damage to someone else's property is caused by the loading and unloading of Your Vehicle | Up to the limit of liability. | 17 |

| Additional Benefits applicable to Section 2: Third Party Property Damage | | | |
|--|---|---|----------|
| Cover | Summary of cover available | Benefits | Page No. |
| Non-owned Vehicles in Your car park | Cover for Damage to Vehicles belonging to Your Employees or visitors contained within a car park owned or operated by You , providing that the Damage is caused by a Vehicle insured by this Policy . | Up to the limit of liability. | 17 |
| Removal of debris | Cover for the costs and charges that are necessarily incurred to clean up or remove debris resulting from goods falling or leaking from Your Vehicle . | Up to a maximum of \$5,000 for any one Event . | 17 |
| Substitute Vehicle/s | Cover for Damage to a third party's property caused by You driving a Vehicle not belonging to You whilst Your Vehicle cannot be used because it is undergoing repairs. | Up to the limit of liability. | 17 |
| Supplementary bodily injury | Cover for the amount which You may be held legally liable to pay as compensation in respect of death or bodily injury arising out of the use of Your Vehicle with Your consent, provided that Your Vehicle is registered for use on a public road when such Liability is incurred. | Up to the limit of liability. | 18 |
| Towing disabled Vehicles | Cover for Damage occasioned whilst Your Vehicle is towing any disabled vehicle provided such disabled vehicle is not being towed for reward or financial gain. | Up to the limit of liability. | 18 |
| Trailers | Cover for Damage to property caused by or arising out of the use of any Trailer attached to Your Vehicle provided that the number of Trailers does not exceed the number permitted by law. | Up to the limit of liability. | 18 |

Definitions

The intended meaning of some important words used throughout the **Policy** are shown below. Where they appear in the **Policy** they will be shown in capital letters and bolded:

Accident/s means an unforeseen, unintended, fortuitous or unanticipated incident that is not designed or expected by **You**.

Agreed Value means the amount (exclusive of GST) provided by a qualified independent motor vehicle valuer that **We** have agreed to insure **Your Vehicle** for as shown in **Your Certificate of Insurance**. Our decision will be based on Our business guidelines and will not be unreasonably withheld. Agreed Value only available if Your Vehicle is a sedan, station wagon, four wheel drive, panel van, SUV or utility or other Vehicle up to two (2) tonne and is up to 5 years of age (Annual qualified Motor Vehicle valuation required).

Caravan or **Trailer** means the registered **Caravan** or **Trailer** shown in **Your** Schedule or as otherwise described in the Additional Benefits section of this **Policy**.

Caravan or **Trailer** does not include:

- a **Caravan** permanently on site or which is used as a permanent residence, or
- a motorised **Caravan**, campervan, or motorhome.

Certificate of Insurance means the most current **Certificate of Insurance** and attachments issued to **You** by **Us**. It sets out the policy number, the cover types selected by **You** and other applicable details of **Your** cover such as the **Period of Insurance** and any **Excesses** payable.

Comprehensive means the cover described in Section 1 **Loss or Damage** to or Theft of **Your Vehicle(s)** and Section 2 Third Party Property Damage when both section of cover are taken out together.

Dangerous Goods means substances which are shown in the Australian Code for the Transport of **Dangerous Goods** by Road or Rail.

Employee(s) means a person(s):

- 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.

Excess(es) means the amount(s) shown in the **Certificate of Insurance** which **You** must contribute, in respect of each and every claim.

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

Family means **Your** spouse or de facto spouse, and **Your** children or the children of **Your** spouse or de facto spouse, who ordinarily live with **You**. 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.

Gross Vehicle Mass means the maximum weight a **Vehicle** can carry including its own weight according to manufacturer's specification.

Loss or Damage means sudden physical loss, damage or destruction to property caused by an **Event** not otherwise excluded by this **Policy**. The physical loss, damage or destruction must occur at an identifiable time and place and within the **Period of Insurance**.

Liability means **Your** legal responsibility to pay compensation to another person or entity.

Market Value means the amount of money **You** would require to purchase a **Vehicle** similar to **Your** own in pre-accident condition, from the retail market, but excluding charges for registration, stamp duty transfer and any dealer warranty.

Personal Property means personal items designed to be worn or carried, but not:

- cheques, money, credit cards or negotiable instruments, or
- tools or items used in connection with a business or occupation, or
- mobile electronic devices.

Policy means this document and any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it and **Your Certificate of Insurance**.

Period of Insurance means the period commencing at the effective date shown in the **Certificate of Insurance** and ending on the expiry date shown in the **Certificate of Insurance**.

Sum Insured means the **Sum Insured** stated in **Your Certificate of Insurance** exclusive of GST.

Substitute Vehicle/s means a **Vehicle** not belonging to **You** which is used by **You** with the consent of the owner whilst **Your Vehicle** cannot be used because it is undergoing repair or service.

Total Loss means

- **Your Vehicle** is so badly damaged that it would not be either safe or economical for **Us** to repair.
- **We** will not treat a **Vehicle** as uneconomical to repair if the salvage value to **Us** plus the cost of repairs to **Us** is less than the:
 - replacement value – where a **Total Loss** gives **You** the right to a replacement **Vehicle** under the **Policy**, or
 - Agreed Value – if **Your Vehicle** is insured for an Agreed Value, or
 - **Market Value** – if **Your Vehicle** is insured for **Market Value**, or
 - **Sum Insured** or **Market Value** – if **Your Vehicle** is insured for the **Sum Insured** value, unless otherwise notified to **You** by **Us** in writing.
- **Your Vehicle** is stolen and not recovered within 21 days of **You** reporting the theft to **Us** and that **We** are satisfied that the claim is in order.

Vehicle means the motor vehicles, mobile machine(s), and/or **Trailer(s)**:

- described on the **Certificate of Insurance**, or other documents forming the **Policy**; or
- otherwise specifically covered by the **Policy**, and;
- any manufacturers' tools, accessories, equipment and options fitted to them as standard by the manufacturer; including built in entertainment or multimedia audio or satellite navigation equipment attached to or within **Your Vehicle**; and
- any agreed non-manufacturer accessories or equipment fitted to them which are noted on the **Certificate of Insurance** or other wise specifically covered by the **Policy**.

We, Our, or Us refers to the insurer, Ansvar Insurance Limited (Ansvar Insurance), ABN 21 007 216 506, The Ansvar Insurance Australian Financial Services Licence number is 237826. The registered office of Ansvar Insurance is 1 Southbank Boulevard, Southbank, VIC 3006.

You or Your refers to those named as the insured in **Your Certificate of Insurance** and their subsidiary companies 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**.

Section 1. Loss or Damage to or theft of Your Vehicle(s)

Applicable only where You have Comprehensive cover

We will cover the **Loss** or **Damage** which occurs to **Your Vehicle** as a result of an **Event** which happens during the **Period of Insurance** within the Commonwealth of Australia. If **You** have a claim,

In respect of claims made under this Section **We** will decide whether to:

- repair or replace **Your Vehicle**; or
- pay the amount of **Loss** or **Damage**; or
- pay an amount equal to the **Market Value** of **Your Vehicle** at the time of the **Loss**; or
- pay the **Agreed value** in **Your Certificate of Insurance**.

The total claim payment will be reduced by the **Excess**.

If **You** have a **Total Loss** **We** will settle **Your** claim by paying the full **Market Value** or the total **Sum Insured**. The **Vehicle** and accessories become the property of **Us**, unless **You** wish to keep it in which case **We** will deduct the salvage value from **Our** settlement payment. **We** will then cancel the **Policy** with no refund of any portion of the premium as the **Policy** has paid **You** in full for **Your** claim and has therefore fulfilled the purpose for which it was taken out.

Additional benefits applicable to this section

We will provide **You** with the following Additional benefits if **You** have a valid claim under Section 1 of this **Policy**, providing that the value of the **Loss** or **Damage** exceeds the relevant **Excesses** payable by **You**.

Automatic Additions

We will provide cover for any replacement or additional registered **Vehicle/s** purchased by **You** during the **Period of Insurance** provided that:

- such **Vehicle/s** are of a similar type to the **Vehicles** insured by **You** at the commencement of the **Period of Insurance**; and
- **You** notify **Us** within 30 days of the purchase or leasing of any **Vehicle**; and
- cover will not exceed a maximum of \$300,000 any one **Vehicle** unless notified by **You** to **us** and accepted by **Us** in writing. (Our decision will be based on **our** business guidelines and will not be unreasonably withheld); and
- **You** agree to **Us** any additional premium and applicable taxes and charges **We** require

Disability Modifications

If **Your** driver is injured as a direct result of an **Accident** and such injuries render **Your** driver with a permanent disability that necessitates **Vehicle** modifications to any one of **Your Vehicles**. **We** will pay the reasonable cost incurred in effecting such modifications.

We will not pay more than \$10,000 in respect of any one **Event**.

Driver Personal Accident

We will pay up to \$5,000 any one **Event** if **Your Vehicle** is being driven by **Your** driver and as a direct result of the **Event** if the driver:

- permanently and totally loses sight in one or both eyes; or
- permanently and totally loses the efficient use of one or both hands or one or both feet.

Provided that permanent and total injury happens within 12 months from the **Event**. This Additional Benefit will not apply if payment has been made under Funeral Expenses.

Emergency Expenses Allowance

Accommodation and travelling expenses will be paid by **Us** if **You** become stranded from **Your** usual place of residence as a result of an **Event** which becomes a claim under this **Policy**.

We will not pay more than \$5,000 for any one **Event**.

Emergency Repairs

We will pay up to \$3,000 any one **Event** for the costs of emergency repairs which are necessary for **You** to drive **Your Vehicle** or to be moved to a place of safety following **Loss** or **Damage** as a result of an **Accident** involving **Your Vehicle**.

Employees Vehicles

We will cover an **Employee** owned **Vehicle** whilst being used in connection with **Your** business with **Your** consent.

The maximum **We** will pay in respect to any such **Vehicle** is the **Market Value** or \$50,000 any one **Event**, whichever is the lesser.

Expediting Expenses

We will pay the lesser of an additional 50% of the normal repair costs or \$5,000 any one **Event** for the additional costs necessary to expedite permanent repairs to the **Your Vehicle** including overtime night work penalty rates work on public holidays express or air freight costs.

Fire Brigade and Emergency Services Cover

We will pay up to \$25,000 any one **Event** for charges imposed on **You** by the following emergency services authorities as a result of an **Accident** involving **Your Vehicle**,

- Fire Brigade
- State, Federal or Local Government Emergency Services
- Police

First Aid Kit Replenishment

We will pay up to \$1,000 for any one **Event** to replenish **Your** first aid kit where there has been **Loss** or **Damage** to **Your Vehicle** or where **You** have assisted first aid during an **Accident**.

The cover to replenish **Your** first aid kit does not extend to medical expenses.

Funeral Expenses

We will pay up to \$25,000 any one **Event** for funeral expenses associated with burial and cremation and travel costs for immediate **Family** members of the driver following the death of the driver of **Your Vehicle** as a direct result of the **Accident**.

Gates, Tarpaulins, Chains, Chain Dogs, Ropes and Straps

We will pay costs to repair or replace gates, tarpaulins, chains, chain dogs, ropes and straps as a result of **Loss** or **Damage**, up to a maximum of \$5,000 per **Event**. This benefit is only applicable to a theft claim when **Your Vehicle** has been stolen at the same time.

Hire Costs Following Fire or Theft

We will pay up to \$3,500 per **Event** incurred by **You** to hire a **Substitute Vehicle** of a similar make and model following **Your** notification to **Us** of fire or theft to **Your Vehicle**.

We will not pay for:

- the cost of fuel used during the rental period, or
- any **Loss** or **Damage** to the rental car.

This Additional Benefit will cease once **Your Vehicle** has been recovered and repaired or settlement is complete if deemed a **Total Loss** by **Us**.

Lease Payout

If **Your Vehicle** is deemed:

- a **Total Loss** by **Us**; and
- the **Market Value** at the time of **Loss** is less than the amount owing by **You** under a valid hire purchase, leasing or other finance agreement;

We will pay an additional amount not exceeding 25% of the **Market Value** of **Your Vehicle** to fulfil such agreement.

We will not be liable for any payments and interest in arrears at the time of **Loss** and **We** will be entitled to take advantage of any discount in respect of finance charges and/or interest for the unexpired term of such an agreement.

Non-Owned Trailers

We will pay for **Loss** or **Damage** to any **Trailers**;

- hired (in and out), leased, rented, loaned, borrowed or used by or on **Your** behalf; or
- which are in **Your** lawful custody or control; or
- for which **You** have received instructions to insure; or
- for which **You** are responsible.

This excludes **Trailers** owned by **You**.

The most **We** will pay is \$5,000 any one **Event** or the **Market Value** of the **Trailer** whichever is the lesser.

Personal Effects Cover

We will pay up to \$2,000 per Event for Loss or Damage to Personal Property in Your Vehicle belonging to You or Your Employees.

We will not pay

- for any property carried in a Trailer or Caravan; or
- if these costs are recoverable under any other domestic or business insurance policy, or
- for Loss of cash.

Recovery Costs – No Damage

We will pay up to \$5,000 any one Period of Insurance for the costs of recovery or removal of Your Vehicle if it becomes unintentionally immobilised whilst being used as part of Your normal business operations.

We will not pay for any electronic, electric or mechanical malfunction or failure or normal wear and tear that has caused the immobilisation of Your Vehicle.

Removal of Debris

We will pay up to \$25,000 any one Event for the costs incurred to clean up and remove debris resulting from goods falling from Your Vehicle or leaking from Your Vehicle after Your Vehicle has been in an Accident.

Replacement of Locks and Keys

We will pay up to \$10,000 per Event for:

- replacing the key ignition barrel and all locks and keys;
- re-coding Your locks including associated electronic components of Your Vehicle;

If there are reasonable grounds to believe the key(s) have been illegally duplicated, the key(s) have been stolen or there has been Loss or Damage to key(s) as a result of an Accident.

Replacement Vehicle following a Total Loss

If We deem Your Vehicle a Total Loss as a result of an Event which happens within 2 years of the Vehicle first being registered, We will replace it with a new Vehicle of the same model and series, or similar Vehicle if Your model is no longer locally available as long as the Vehicle is a sedan, station wagon, four-wheel drive, utility or goods carrying Vehicle with Gross Vehicle Mass less than 5 tonnes. We will pay the Stamp Duty, CTP, registration fees and delivery costs for the new Vehicle, provided that any refund of Stamp Duty, CTP or registration fees must be paid to Us. This Additional Benefit will only apply where Your Vehicle is insured on a Market Value basis.

Return of Vehicle Following Theft and/or Repairs

Following theft and/or Damage to Your Vehicle, We will pay up to \$5,000 any one Event for the cost of removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place We have agreed to in writing. Our agreement shall not be unreasonably withheld.

Sign Writing

We will pay for the replacement cost of sign writing or fixed advertising signs or materials forming a permanent part of Your Vehicle at the time of Loss to a value not exceeding \$5,000 per Event.

Tools and Accessories

We will pay for the Damage to or theft of tools that are standard equipment for Your Vehicle, or the standard manufacturers fitted accessories that are attached to Your Vehicle. These tools or accessories are covered provided that at the time of the Accident or theft, they were attached to or within Your Vehicle. The maximum We will pay for each Event is \$2,000.

This Additional benefit will only apply to:

- tools of trade, trade stock or materials that are stolen via forcible and violent entry to Your securely locked Vehicle and/or tool box, permanently fixed to Your Vehicle; or
- Loss or Damage to tools of trade, trade stock or materials as a result of a collision to Your Vehicle.

Trailer – Use of Trailers

We will pay up to \$3,000 any one Event or the Market Value whichever is the lesser for Loss or Damage to any two-wheeled or boxed Trailer up to 2 tonne in weight owned by You whilst it is attached to Your Vehicle.

Transfer of Ownership – Stamp Duty

If We settle Your claim as a **Total Loss**, We will include payment for Stamp Duty and transfer fees that are due to transfer the ownership of a replacement **Vehicle** into Your name. Any payment of Stamp Duty or transfer fees will be based on the value of the **Vehicle** immediately before the **Loss** or **Damage** occurred.

Transportation of Vehicle by Road, Rail and/or Sea

We will pay for **Loss** or **Damage** to Your **Vehicle** when it is being transported by road, rail and/or sea in the Commonwealth of Australia. This cover will not apply when more than one **Vehicle** is being transported in any one conveyance.

Optional Benefits

The following Optional Benefits apply to and form part of Your **Policy** only when the title appears on Your **Certificate of Insurance**. You can only elect to take out these Optional Benefits if You have taken out **Comprehensive** cover.

Hire Vehicle Following an Accident

If,

- the Hire **Vehicle** Following an **Accident** Optional Benefit is shown in Your **Certificate of Insurance**; and
- Your **Vehicle** is a sedan, station wagon, four-wheel drive, panel van, SUV or utility or other **Vehicle** up to 5 tonne; and
- **Loss** or **Damage** to such **Vehicle** is caused by an **Event** during the **Period of Insurance**;

We will include the following Optional Benefit:

We will pay up to a maximum of \$3,000 any one **Vehicle** in respect of each **Vehicle** for hiring a replacement **Vehicle** of similar make, model and carrying capacity following notification by You to Us of **Loss** or **Damage** to Your **Vehicle** caused by an **Event** happening within the **Period of Insurance**.

We cease to pay this Optional Benefit after Your **Vehicle** has been repaired or after We settle Your claim as a **Total Loss** or the maximum \$3,000 per **Vehicle** hire cost has been exhausted, whichever occur first.

Windscreen Extension

If the Windscreen Extension is shown in Your **Certificate of Insurance**, You can claim for any windscreen or window glass **Damage** during the **Period of Insurance** if the **Vehicle** is a car, utility, 4WD or van not exceeding 2 tonne carrying capacity, without the application of any **Excess**.

Specific Exclusions

Applicable to Section 1

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

Incorrect Fuel

the use of any incorrect fuel, coolant, lubricant or additive.

Intentional Damage

the intentional actions of **You** or a person acting with **Your** consent.

Mechanical or Electrical Breakdown

structural failure, mechanical or electrical breakdown or failure to **Your Vehicle**.

Pre-existing Damage

pre-existing **Damage** or the costs of fixing faulty repairs which were done before the commencement of the **Policy**.

Theft or further Damage

theft of or further **Damage** to **Your Vehicle** after **Loss** unless reasonable steps have been taken thereafter to protect or safeguard **Your Vehicle**.

Tyre Damage

the application of brakes or by road punctures, cuts, or bursting including **Damage** to Tyres.

Vehicle Deterioration

the deterioration of the condition of **Your Vehicle** due to usage, rust, corrosion or wear and tear.

Section 2. Third Party Property Damage

We will indemnify:

- You, or
 - any other person driving, using or in charge of **Your Vehicle** with **Your** consent, or
 - any authorised passenger getting in, on or out of **Your Vehicle**; or
 - **Your** employer or principal if **Your Vehicle** is being driven on their behalf with **Your** consent;
- in respect of legal liability to pay compensation for **Damage** to property resulting from an **Accident** involving **Your Vehicle** which occurs during the **Period of Insurance** and within the Commonwealth of Australia.

We will not pay more than \$30,000,000 per **Event** inclusive of all compensation, costs and Additional Benefits.

We will not pay more than \$1,000,000 per **Event** inclusive of all compensation, costs and Additional Benefits if **Your Vehicle** is being used for the transportation of **Dangerous Goods**.

The total claim payment will be reduced by the **Excess**.

Additional benefits applicable to this section

The following Additional Benefits apply to Section 2 Third Party Property Damage:

Damage to Your Vehicle Caused by an Uninsured Motorist

We will cover **You** for **Loss** or **Damage** to **Your Vehicle** caused by, or arising from, a collision with another vehicle which occurs during the **Period of Insurance** and within the Commonwealth of Australia provided that:

- **You** can provide the name and address of the driver who caused the **Accident**; and
- the other vehicle was at fault and had no insurance cover in respect of **Damage** caused by such vehicle.

This Additional Benefit only applies if **Your Vehicle** is insured for Section 2 Third Party Property Damage Only. It will be **Our** option, after taking into consideration **Your** interest and preference, to repair or replace **Your Vehicle** or pay the amount of **Loss** or **Damage**. The maximum **We** will pay is **Market Value** or \$5,000 per **Vehicle** inclusive of GST, whichever is less.

Goods Carried

We will indemnify **You** in respect of **Liability** for **Damage** to property, death, and bodily injury which occurs during the **Period of Insurance** and within the Commonwealth of Australia and is caused by goods falling from **Your Vehicle**. This does not include cover whilst goods are being loaded or unloaded.

Legal Costs

Where **We** have indemnified **You** under Section 2 Third Party Property Damage **We** will also pay the legal expenses to defend **You** against proceedings arising from a claim under this **Policy**. **You** must keep **Us** informed of any legal proceedings and obtain written agreement from **Us** before incurring any costs.

Loading and Unloading

We will cover **You** in respect of **Liability** for **Damage** to property which occurs during the **Period of Insurance** and within the Commonwealth of Australia and is caused by loading goods onto **Your Vehicle** from a fixed place of rest directly beside the **Vehicle** or unloading goods off the **Vehicle** to a fixed place of rest directly beside **Your Vehicle**.

Non-owned Vehicles in Your Car park

We will cover **You** for **Damage** to **Vehicles** belonging to **Your Employees** or visitors contained within a car park owned or operated by **You** which occurs during the **Period of Insurance** and within the Commonwealth of Australia, providing that the **Damage** is caused by **Your Vehicle**.

Removal of Debris

Where **We** have indemnified **You** under Section 2 Third Party Property Damage **We** will also pay for costs and charges that are necessarily incurred to clean up or remove debris resulting from goods falling or leaking from **Your Vehicle**. **We** will not pay more than \$5,000 in respect of all claims arising from one **Accident**.

Substitute Vehicle/s

We will also indemnify **You** in respect of legal liability to pay compensation for **Damage** to property resulting from an **Accident** involving a **Substitute Vehicle** which occurs during the **Period of Insurance** and within the Commonwealth of Australia, but only if **Your own Vehicle** was in an unusable condition, and the **Substitute Vehicle** is not otherwise insured. This Additional Benefit only applies if the **Substitute Vehicle** is being driven by **You**, or any person who is authorised by both **You** and the owner of the **Vehicle** to use the **Vehicle** on **Your** behalf and in connection with **Your** business.

Supplementary Bodily Injury

We will also indemnify You in respect of legal liability to pay compensation for death or bodily injury resulting from an **Accident** involving a **Vehicle** which occurs during the **Period of Insurance** and within the Commonwealth of Australia. Provided that **Your Vehicle** is registered for use on a public road when such **Liability** is incurred.

Towing Disabled Vehicles

We will indemnify You in respect of **Liability** for **Damage** which occurs which occurs during the **Period of Insurance** and within the Commonwealth of Australia whilst **Your Vehicle** is towing any disabled **Vehicle** provided such disabled **Vehicle** is not being towed for reward or financial gain.

Trailers

We will indemnify You in respect of **Liability** for **Damage** to property which occurs which occurs during the **Period of Insurance** and within the Commonwealth of Australia and is caused by or arises out of the use of any **Trailer** attached to **Your Vehicle** provided that the number of **Trailers** does not exceed the number permitted by law.

Specific Exclusions

Applicable to Section 2

We will not pay for:

Fines or punitive Damages

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

Property in care, custody or control

any **Damage** to property belonging to or held in trust or care or in the custody or control of **You** or any entity or person entitled to indemnity under this **Policy**.

Unregistered Vehicles

any **Liability** resulting from the use of **Your Vehicle** if it was unregistered at the time of the **Event**, unless **Your Vehicle** is a towed **Vehicle** for which registration is not required by law.

Bodily Injury

- claims in respect of death or bodily injury if **You** or any person using **Your Vehicle** with **Your** consent is partly or wholly entitled to indemnity under any compulsory statutory insurance scheme or **Accident** compensation scheme, or would have been entitled but for failure to insure or register **Your Vehicle** or lodge a claim or comply with a term or condition in accordance with the requirements of any such scheme.
- any claim resulting from death or bodily injury to any person driving and/or in charge of **Your Vehicle**, or any of **Your Employees** or any member of **Your Family**.
- claims in respect of death or bodily injury if **Your Vehicle** is registered in the Northern Territory of Australia.
- claims in respect of psychological or psychiatric injury other than to the extent that it is directly caused by or arises from serious physical injury of the person who suffers the psychological or psychiatric injury.

General Exclusions

Applicable to all sections

We will not pay for:

1. the additional costs for the importation or manufacture of any parts or accessories beyond the amount shown on the Distributor's or Manufacturer's Australian current price list for the nearest similar available parts or accessories.
2. the **Loss** or **Damage** to **Your Vehicle** or any **Liability** if any of the following circumstances applied at the time of the **Event** causing the **Damage** or **Liability**:
 - a. if **Your Vehicle** is being used for testing, racing, or for any reliability trial, speed, or hill climbing **Event**;
 - b. if the **Vehicle** was hired out by **You** and was used to carry passengers or goods for a fee.
 - c. if **Damage** or **Liability** is caused deliberately by **You** or by a person who with **Your** consent was in possession of **Your Vehicle**.
 - d. if **Your Vehicle** was being used unlawfully by **You** or a person who with **Your** consent was in possession of **Your Vehicle**. This includes being unregistered, towing a **Vehicle** illegally, being driven by someone without a valid licence, or any other unlawful situation.
 - e. if **Your Vehicle** is used in an unsafe or unroadworthy condition and such condition caused or contributed to the **Loss** or **Liability**. However, **We** will pay if **You** could not have reasonably detected the unsafe or unroadworthy condition.
 - f. if **Your Vehicle** is used to carry a greater number of passengers or to convey and or to tow a load in excess of that for which **Your Vehicle** was constructed. **We** will pay if the **Loss** or **Liability** was not caused or contributed to by such greater number of passengers or load.
 - g. if you or a person who with **Your** consent is driving **Your Vehicle** were under the influence of a drug or intoxicating liquor, or were recorded with a blood alcohol level above the legal limit, or refused to take a breath test when lawfully required to do so. **We** will not indemnify the driver of **Your Vehicle**, but **We** will pay if **You** did not know or could not reasonably have known that the driver of **Your Vehicle** was so affected or refused to undergo an appropriate test at the time of the **Accident** and the driver of **Your Vehicle** is not named as insured in the **Certificate of Insurance**.
 - h. if **Your Vehicle** is being used or attached to or towing a **Vehicle** being used for the commercial transportation of **Dangerous Goods** and it does not comply with the Australian Code for The Transport of **Dangerous Goods** by Road or Rail or it is carrying substances **You** are legally allowed to carry.
 - i. if caused by the lawful confiscation of **Your Vehicle** or other operation of law, warlike activities, or nuclear contamination.
 - j. if caused by **Your** criminal act, or by the criminal act of a person who with **Your** consent was in possession of **Your Vehicle**.
 - k. if the **Loss** arises from theft by a prospective purchaser
3. any claim caused by or in connection with **Your Vehicle**, or any plant or equipment attached to **Your Vehicle**, whilst being operated for excavating, digging, grading, drilling, lifting, pumping, vacuuming or other mechanical work.
4. any Claims caused by discharge, dispersal, release or escape of any trade waste material.
5. any War or warlike activities, which includes invasion, act or foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or seized power.
6. the **Loss** or **Damage** to **Your Vehicle** or any **Liability** caused by, or arising directly or indirectly from terrorism, which may include but is not limited to an act involving the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or ethnic or similar purposes or reasons, including the intention to influence any government or put the public, or any section of the public, in fear.
7. any consequential loss or extra costs following an **Event** including:
 - a. **Loss** of income or wages; or
 - b. **Loss** caused by delay, confiscation or detention; or
 - c. lack of market or lack of any type of performance; or
 - d. medical expenses not covered by this **Policy**; or
 - e. professional, expert, legal consulting or valuation costs unless **You** have obtained **Our** written authority to incur these costs. **Our** authority will not be unreasonably withheld; or
 - f. occurring because **You** cannot use **Your Vehicle**; or
 - g. reduction in **Your Vehicle's** value after being repaired; or
 - h. reduction of **Your Vehicle's** working life; or
 - i. incurred as a result of **You** not being able to use **Your Vehicle**; or
 - j. **Loss** or costs, including the costs of **Your** time to prove **Your Loss** or **Damage** or to help **Us** with **Your** claim; or
 - k. travel costs or other types of costs because **You** cannot use **Your Vehicle**, unless expressly covered by this **Policy**; or
 - l. cleaning costs; or
 - m. any costs not otherwise covered by the **Policy**.

However, to the extent they are covered under Section 2 Third Party Property Damage, **We** will cover other people's losses.

General Conditions

Applicable to all sections

Cancellation

You may cancel this **Policy** at any time by notifying **Us** in writing. **We** can cancel this **Policy** at any time but only in accordance with Sections 59 and 60 of the Insurance Contracts Acts 1984. **We** will be entitled to retain premium for the period during which the **Policy** has been in force.

Excess

The **Excess** is the amount(s) shown in the **Certificate of Insurance** which **You** must contribute, in respect of each and every claim. If a claim is made for more than one of **Your Vehicles** the **Excess** will apply separately to each **Vehicle**.

Additional age and inexperienced drivers **Excesses** apply if the driver is under 25 years of age, or if the driver is over 25 years of age, but has held an Australian license for less than 12 month, however these additional **Excesses** do not apply if the **Vehicle** is not being driven at the time of the **Event** or if the claim is for window **Damage** only, fire, theft or storm **Damage**.

These **Excesses**, and any other **Excesses** that apply will be shown in the **Certificate of Insurance**. Any **Excesses** which apply at the time of a claim will be added together to determine the total amount of **Your** final contribution to the claim.

Notwithstanding the above, **You Excess** will be reimbursed, when the following applies:

- the **Vehicle** is involved in a collision with another vehicle; and
- **We** agree that the driver of the other vehicle was totally at fault. **Our** decision will be based on **our** assessment on the nature and circumstances of the collision; and
- **You** can provide the registration number of the other vehicle, the insurer and the name address or driver's licence of the driver; and
- the claim exceeds the **Excess(es)** that would otherwise be applicable

Subrogation

We have the right to recover any money that it has paid. **We** shall have discretion after taking into consideration **Your** interest and preference, as to the manner in which this recovery will be made.

We may decide to take legal action in **Your** name. **Your** reasonable co-operation will be needed to ensure the best possible outcome.

Claims

If any of **Your** actions at the time of a claim are contrary to the action specified in this **Policy** and these actions increase the difficulty in resolving the claim or cost of the claim, then **We** will be entitled to not pay the claim or to reduce **Your** compensation to the extent that **Your** action(s) prejudice(s) **Our** interests.

As a protection for all policy holders **We** will take legal action against any person who makes a fraudulent claim.

Your Policy

This **Policy** consists of:

- this document including any endorsement, specification, attachment or memoranda affixed; and
- **Your** Certificate(s) of Insurance.

This document and the Certificate (s) are to be read together.

Interpretation

- Any word or expression which is given a specific meaning in the **Policy** will have that meaning wherever it may appear provided that it commences with a capital letter and is bolded.
- Words in the singular include reference to the plural and vice versa
- Headings have been included for ease of reference and the terms and conditions of the **Policy** are not to be construed or interpreted by reference to such headings.

Transfer of Interest

No interest in the **Policy** can be transferred without **Our** written consent.

Diligence

You will take all reasonable steps to protect **Your Vehicle** and will comply with all legal requirements regarding the safety, maintenance and operation of **Your Vehicle**.

Cross Liability

The words 'You' and 'Your' will be considered as applying to each party named in the Schedule in the same manner as if that party were the only party named therein and **We** waive **Our** rights of subrogation against each such party. However, this Additional Benefit will not increase any limits specified in the **Policy**.

Interested Parties

The cover provided under this section, extends to include any entity or person who has a financial and insurable interest in **Your Vehicle**.

L.P.G. conversion

The **Policy** includes **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.

Sea transportation

We will pay General Average and Salvage Charges which are incurred whilst **Your Vehicle** is being transported by sea between places in Australia.

Your responsibility following a claim

At the time of an **Accident**, it is **Your** responsibility to exchange names, addresses and registration numbers with the other person involved in the **Accident**. Do not admit that **You** are at fault or make any attempt to settle or defend a claim.

If the claim is because of theft, or if **You** are required by law to report an **Accident**, then the police must be notified.

If **Your Vehicle** needs to be towed, please ensure it is taken to the nearest repairer, place of safety or any other place **We** have agreed to in writing and **our** agreement shall not be unreasonably withheld. If **You** are entitled to claim for repairs to **Your Vehicle** from this **Policy**, then the reasonable cost of towing will be paid by **Us**.

We can arrange the repair of the **Vehicle** with a recommended repairer if one is available or alternatively **You** can select a repairer of **Your** choice and arrange repairs with them, with written authority from **Us**. **Our** authority shall not be unreasonably withheld. **We** will authorise repairs with a recommended repairer or **Your** choice within a reasonable period.

You are required to take reasonable measures to retain any damaged property for **our** inspection.

Further **Damage** resulting from **Your** failure to take reasonable steps to ensure that **Your Vehicle** is secured after an **Event** may not be payable under this **Policy**.

Any letters or legal documents that **You** receive relating to the **Event** are to be forwarded to **Us** as soon as reasonably practicable.

A claim form will be sent to **You** when **You** advise **Us** of the claim. This must be completed and returned as soon as reasonably practicable.

You or any other party covered by this insurance must give assistance that **We** or **Our** intermediaries may reasonably require.

If any insured under this **Policy** is registered for GST purposes **You** must inform **Us** of the percentage of the insurance premium entitled to be claimed as an input tax credit (ITC) and **Your** Australian Business Number (ABN) if requested by **Us**. If **You** do not tell **Us** of any entitlement to an ITC or advise **Us** of the correct entitlement **You** may be liable to pay GST on any claims under this **Policy**.



1300 650 540 www.ansvar.com.au

Level 5, 1 Southbank Boulevard, Southbank, VIC 3006
Ansvr Insurance Ltd. ABN 21 007 216 506 AFSL 237826
Member of the Ecclesiastical Insurance Group