

Motor Fleet Group Policy

Product Disclosure
Statement



Motor Fleet Group Policy

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Welcome to Vero

Vero is a specialist provider of quality business insurance products and packages in Australia. Our mission is to help ensure your business' success – whether you run a small business or a large corporation.

With over 180 years of experience providing quality insurance products in Australia, we're experts at helping business owners cover their risks and helping to secure the future of their business.

We offer our products exclusively through insurance brokers and authorised agents, because we believe that impartial, specialist advice is paramount when it comes to selecting business insurance. Vero has a great reputation in the industry, and we work closely with insurance brokers to help ensure we meet the unique needs of our many, varied clients.

Help protect your business, and your future, with an insurer that understands business.

Vero Insurance is a member of the Suncorp Group.

Who is the insurer?

AAI Limited ABN 48 005 297 807 AFSL 230859 trading as Vero Insurance, AFS Licence No. 230859 is the insurer of this **policy** and issuer of this **Product Disclosure Statement (PDS)**.

How to contact us

You may contact Vero Insurance:

- ▼ through your insurance adviser; or
- ▼ alternatively by writing to us at:
Vero Insurance
GPO Box 3999
Sydney NSW 2001: or
- ▼ calling us on 13 18 13

About your insurance policy

Your insurance **policy** is a legal contract between the policy holder noted in the policy **schedule** and us. As a client of the policy holder and an insured named in the **schedule**, you are entitled to cover under the policy to the extent specified in your **schedule** and you can claim directly under the **policy**.

Our agreement to cover you under the **policy** is based on the information you gave the policy holder or their broker when you applied for cover, and any subsequent information which you have supplied.

The terms on which we provide cover to you is set out in this **PDS**, any **Supplementary PDS** we may send you, any **endorsements** and the **schedule**.

You should read all these documents together to tell you what we cover, what we exclude, what we pay to settle claims and other important information. This policy has General Exclusions which are listed on pages 29 to 31, and which apply to the whole **policy**.

You must pay the premium and any relevant government charges for the **period of insurance** and comply with all of the **policy** terms and conditions, including without limitation under 'Making a claim' and the requirement to notify us and give us details of any other insurance that insures any risk insured by this **policy**.

In this insurance **policy**:

- ▼ You/your means the Insured named in the **schedule**.
- ▼ We/our/us means AAI Limited ABN 48 005 297 807 trading as Vero Insurance.

Some other words used in this **PDS** have special defined meanings. These words are in **bold**. Most of the words we have defined are listed in the "Definitions" section on pages 37 to 39 of this **PDS**.

Cooling off period

You have the right to cancel *your interest in* the insurance **policy** by notifying us in writing within thirty (30) days of the date it was issued to you ("cooling off period"), unless you have a claim under the **policy** within the cooling off period.

If you cancel your interest in this time, we will return the amount you have paid (including GST if applicable). To cancel at other times, please see "Cancelling Your Policy" pages 8 to 9.

Privacy statement

AAI Limited trading as Vero Insurance is the insurer and issuer of your commercial insurance product, and is a member of the Suncorp Group, which we'll refer to simply as "the Group".

Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that we can:

- ▼ identify you and conduct appropriate checks;
- ▼ understand your requirements and provide you with a product or service;
- ▼ set up, administer and manage our products and services and systems, including the management and administration of underwriting and claims;
- ▼ assess and investigate any claims you make under one or more of our products;
- ▼ manage, train and develop our employees and representatives;
- ▼ manage complaints and disputes, and report to dispute resolution bodies; and
- ▼ get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

What happens if you don't give us your personal information?

If we ask for your personal information and you don't give it to us, we may not be able to provide you with any, some, or all of the features of our products or services.

How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations. We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in "Why do we collect personal information?" in relation to products and services they may provide to you. They may also use your personal information to help them provide products and services to other customers, but they'll never disclose your personal information to another customer without your consent.

Under various laws we will be (or may be) authorised or required to collect your personal information. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Taxation Administration Act 1953, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended and includes any associated regulations.

We will use and disclose your personal information for the purposes we collected it as well as purposes that are related, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- ▼ other companies within the Group and other trading divisions or departments within the same company (please see our Group Privacy Policy for a list of brands/companies);
- ▼ any of our Group joint ventures where authorised or required;
- ▼ customer, product, business or strategic research and development organisations;
- ▼ data warehouse, strategic learning organisations, data partners, analytic consultants;
- ▼ social media and other virtual communities and networks where people create, share or exchange information;
- ▼ publicly available sources of information;
- ▼ clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- ▼ a third party that we've contracted to provide financial services, financial products or administrative services – for example:
 - ▼ information technology providers,
 - ▼ administration or business management services, consultancy firms, auditors and business management consultants,
 - ▼ marketing agencies and other marketing service providers,
 - ▼ claims management service providers,
 - ▼ print/mail/digital service providers, and
 - ▼ imaging and document management services;

- ▼ any intermediaries, including your agent, adviser, a broker, representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;
- ▼ a third party claimant or witnesses in a claim;
- ▼ accounting or finance professionals and advisers;
- ▼ government, statutory or regulatory bodies and enforcement bodies;
- ▼ policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder;
- ▼ in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- ▼ the Australian Financial Complaints Authority or any other external dispute resolution body;
- ▼ credit reporting agencies;
- ▼ other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;
- ▼ legal and any other professional advisers or consultants;
- ▼ hospitals and, medical, health or wellbeing professionals;
- ▼ debt collection agencies;
- ▼ any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, e.g. your mother.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons or organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

Overseas disclosure

Sometimes, we need to provide your personal information to – or get personal information about you from – persons or organisations located overseas, for the same purposes as in “Why do we collect personal information?”

The complete list of countries is contained in our Group Privacy Policy, which can be accessed at www.vero.com.au/privacy, or you can call us for a copy.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

How to access and correct your personal information or make a complaint

You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group Privacy Policy.

The Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint. You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in Contact Us.

Contact us

For more information about our privacy practices including accessing or correcting your personal information, making a complaint, or obtaining a list of overseas countries you can:

- ▼ Visit www.vero.com.au/privacy
- ▼ Speak to us directly by phoning one of our Sales & Service Consultants on: 1300 888 073 or
- ▼ Email us at privacyaccessrequests@vero.com.au

General Insurance Code of Practice

We are a subscriber and support and adhere to the General Insurance Code of Practice. A copy of the Code can be obtained from the Insurance Council of Australia by:

- ▼ Telephone: (02) 9253 5100 or 1300 728 228, or
- ▼ Website: www.insurancecouncil.com.au

Updating information

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

Financial Claims Scheme

This **policy** may be a “protected policy” under the Federal Government’s Financial Claims Scheme (FCS) which is administered by the Australian Prudential Regulation Authority (APRA).

The FCS only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA.

Information about the FCS can be obtained from APRA by:

▼ Telephone: 1300 55 88 49

▼ Website: www.apra.gov.au

Complaints resolution

We are committed to:

- ▼ Listening to what you tell us;
- ▼ Being accurate and honest in telling you about our products and services;
- ▼ Communicating with you clearly; and
- ▼ Resolving any complaints or concerns you have in a fair, transparent and timely manner.

How to contact us with a complaint

If you experience a problem, are not satisfied with our products or services or a decision we have made, please let us know so that we can help. Contact us:

Telephone: 13 18 13

Email: via the “contact us” page on our website www.vero.com.au

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

Telephone: 1800 689 762

Email: customer.relations@suncorp.com.au

In writing: Reply Paid 1453 Customer Relations Unit RE058,
GPO Box 1453 Brisbane QLD 4001

Customer Relations will contact you if they require additional information or if they have reached a decision.

When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. Any determination AFCA makes is binding on us, provided you also accept the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has authority to hear certain complaints. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

By phone: 1800 931 678

By email: info@afca.org.au

In writing: Australian Financial Complaints Authority,
GPO Box 3, Melbourne VIC 3001

By visiting: www.afca.org.au

Information about the cost of this insurance

The premium is the amount you pay us for this insurance. It includes stamp duty, Goods and Services Tax (GST) and any other government charge or levy that applies. Your premium is shown on your **policy schedule**. Your premium includes any discounts we have given you, and these are applied before the addition of any applicable government taxes and charges.

The premium does not include any service or administration fee charged to you by the policy holder or their broker.

In addition to the factors we use to calculate your premium, the discounts you qualify for also affect your premium. Your premium includes any discounts you qualify for and these are applied before adding applicable government charges. We might also advertise special short term offers and benefits from time to time.

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

How various factors may affect your premium

The following table is a guide to the significant factors which impact generally on your premium:

Factor	Lowers premium	Increases premium
Type of cover	Legal Liability Only	Comprehensive
Type of vehicle	Low risk vehicle	High risk vehicle
Vehicle accessories	None specified	Items specified
Vehicle use	Low risk use	High risk use
Insured amount	Lower insured amount	Higher insured amount
Postcode	Low risk postcode	High risk postcode
Claims experience	Low claims experience	High claims experience
Occupation	Low risk occupation	High risk occupation
Our business considerations and other expenses of doing business including payments we make to intermediaries	Low expenses	High expenses
Endorsements	Reduces our risk or your cover	Increases our risk or your cover

When determining your premium we also take into account the age of the vehicle. This factor may lower or increase the premium depending on whether there is a higher chance of you making a claim and if so, for how much.

Premium discounts

At times we may offer premium discounts to particular customers as part of a promotion or to take account of market conditions. The amount and type of discounts offered can change at any time before you take out this **policy**, or at your next renewal.

Why your premium can change

Each time you renew your insurance your premium is likely to change, even if your personal or business circumstances have not changed. This is because premiums are affected by:

- ▼ the cost of claims we have paid to other customers;
- ▼ the cost of claims we expect to pay in the future;
- ▼ other commercial factors;
- ▼ any changes in government taxes or charges; and
- ▼ our business considerations and other expenses of doing business.

At renewal, we might decide to pass on all, or part of, any premium increase or decrease.

Endorsements

Some **endorsements** may also affect the amount of an **excess**, when it is paid or imposed **excesses**. You should refer to your **schedule** for details of the **endorsements** that apply to your **policy**.

Information about excesses payable

If you make a claim, you may be required to pay one or more **excesses**. The descriptions of these **excesses** and the circumstances in which they are applied are shown on page 28 of this **PDS**.

The amount of the basic **excess** and the age or **inexperienced driver excess** are shown on your **schedule**. The amount of each other **excess** (or where the amount can be found in this **PDS**) is shown on page 27 of this **PDS**.

We take into consideration a number of factors when setting the amount of your basic **excess** and your age or **inexperienced driver excess**, such as:

- ▼ the make, model and type of **vehicle** being insured, including modifications made to the **vehicle**;
- ▼ the age and driving experience of people who will be driving the **vehicle**;
- ▼ the **insured amount** of the **vehicle**;
- ▼ where and how the **vehicle** is used;
- ▼ the type of cover chosen;
- ▼ your previous insurance and claims history.

We also take into consideration the following factors when setting the amount of your **basic excess**:

- ▼ the place where your **vehicle** is garaged; and
- ▼ any **endorsements** that apply to your **policy**.

Paying your excess

You must pay the **excess** that applies to claims under your **policy**. We will tell you how to pay your **excess** and who to pay it to. Any **excess** that is applied to your claim must be paid in full prior to settlement of that claim.

When you make a claim there are three options for paying your **excess**:

- ▼ the applicable **excess** may be deducted from the amount we pay you under your claim;
- ▼ the **excess** may be paid in some instances to the appointed repairer or supplier; or
- ▼ you may pay the **excess** directly to us.

Your duty of disclosure

You must comply with your Duty of Disclosure when you apply for insurance with us and each time you renew or alter your cover.

You have a Duty of Disclosure to tell us everything you know or should know, that is relevant to our decision to insure anyone under the policy, including you, and on what terms.

It includes matters we specifically ask about when you apply for a policy, or renew or alter your policy, and any other matters which might affect whether we insure you and on what terms.

The information you tell us can affect:

- ▼ the amount of your premium and your excess
- ▼ if we will insure you
- ▼ if special conditions will apply to your policy.

You do not need to tell us of anything which:

- ▼ reduces the chances of you making a claim
- ▼ we should know about because of the business we are in; or
- ▼ we tell you we do not want to know.

If you are unsure it is better to tell us. If you do not tell us something which you know or should know is relevant, we might reduce a claim, refuse to pay a claim, cancel your policy or, if fraud is involved we can treat the policy as if it had never existed.

The Duty of Disclosure applies to every person or organisation insured under the policy. If you fail to comply with your Duty of Disclosure we may be entitled to reduce our liability under the contract in respect of a claim or may cancel the contract or both. If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

Paying your premiums

We will tell you how much you have to pay and how much time you have for payment.

You must pay your premium by the due date. For the first **period of insurance**, if you do not pay the premium owing by the due date, we can cancel your interest in the **policy**.

For renewals of policies with an annual premium, if you do not pay your premium by the due date, then you have no cover from the due date.

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

Where a change to your cover results in a premium reduction, we will refund the amount by which your premium has reduced less any non-refundable government charges if the refund is more than \$10 (GST inclusive).

Where a change to your cover results in a premium increase, you will have to pay the amount by which your premium has increased as a condition of us accepting the change to your **policy**.

How the Goods and Services Tax (GST) affects this insurance

The premium will include an amount of GST.

You must tell us about the input tax credit (ITC) you are entitled to for your premium and your claim, each time you make a claim. If you do not give us this information or if you tell us an incorrect ITC, we will not pay any GST liability you incur.

If a vehicle is a **total loss** we will reduce any payment we make by an amount equal to your ITC entitlement, if any.

In all other circumstances our liability to you will be calculated taking into account any ITC to which you are entitled for any acquisition which is relevant to your claim, or to which you would have been entitled had you made a relevant acquisition.

In respect of your **policy**, where you are registered for GST purposes you should calculate the insured amount having regard to your entitlement to input tax credits. You should, therefore, consider the net amount (after all input tax credits) which is to be insured and determine an insured amount on a GST exclusive basis.

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

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

The amount of cover

All limits and amounts covered are GST inclusive (unless your **policy** states otherwise). If the **insured amount** or the policy limit is not sufficient to cover your loss, we will pay the GST (less any relevant input credit tax entitlement) that relates to our proportion of your loss, less any **excess**.

Interested parties

We will not insure the interests of any person other than you unless you have notified us in writing of such interest and we have agreed to note that interest in writing or on your **schedule**.

Cancelling your policy

How you may cancel

You can cancel your interest in the **policy** at any time. You can specify a future date from which you would like to cancel your interest in the **policy**. If you do not specify a date then the cancellation takes effect on the date we receive your request. If you cancel your interest, you will be refunded the unexpired portion of the premium attributable to your interest (including GST if applicable), less any non-refundable Government charges. We will not give a refund if the refund is less than \$10 (GST inclusive).

If you pay by installments, on cancellation you agree to pay us any portion of the premium that is owing but not yet paid and that amount is due and payable.

How we may cancel

We can cancel your cover where the law allows us to do so. If you cancel your interest you will be refunded the unexpired portion of the premium attributable to your interest (including GST if applicable) less any non-refundable Government charges. We will not give a refund if the refund is less than \$10 (GST inclusive). If we cancel your interest due to fraud, we will not refund any money to you.

If we pay out a claim for a **total loss** on your **vehicle**, by a payment to you, that cover ends. Any Part, Extra Cover, Additional Benefit or Optional Benefit for that cover also ends.

When your cover ends as a result of us paying out a claim for a **total loss** of your **vehicle** we will not refund any premium for an unexpired **period of insurance**.

Your responsibilities

Keeping us up to date

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

- ▼ any change in the nature or type of business you carry on, including its permanent discontinuance, insolvency or its being placed in administration, voluntary administration or having a receiver appointed;
- ▼ details of any conversion or modification to your **vehicle** made by someone other than the manufacturer. For example, if you give your **vehicle** wide tyres or wheels, or lower its suspension; or
- ▼ you change your address, your **vehicle**, your **vehicle's** garaged postcode or the way you use your **vehicle**; or

You must tell us

You must tell us at the commencement of your **policy** if you ("you" does not include an **authorised driver** unless they are also an insured) have been:

- ▼ declared bankrupt;
- ▼ unable to pay any debts or liabilities as they fell due;
- ▼ placed in administration or voluntary administration;
- ▼ had a receiver appointed; or
- ▼ convicted of a criminal offence relating to murder, firearms, arson, alcohol, drugs, burglary, housebreaking, theft, robbery, receiving stolen goods, fraud, criminal or wilful damage or injury or assault to anyone. However, these convictions do not need to be declared:
 - ▼ if the person was convicted for the offence/s committed whilst under the age of eighteen (18); and
 - ▼ the conviction is more than 3 years old.

If you do not notify us when you need to we may refuse to pay a claim or reduce the amount we pay (to the extent to which we are prejudiced in respect of the claim as a result of your delay in notifying us).

If we agree to the changes you tell us about, we will confirm this in writing. When you contact us to inform us of any of these above matters occurring or having occurred, we may need to agree with you that one of the following changes is made in order to continue your cover:

- ▼ impose an additional **excess**,
- ▼ charge extra premium; or
- ▼ apply a special condition to your **policy**.

In some cases, it may lead us to reduce or refuse to pay a claim or mean we can no longer insure you and we will cancel your **policy**.

Taking care and reducing risk

You must:

- ▼ take steps to prevent or minimise **loss** of or damage to your **vehicle**, for example:
 - ▼ move your **vehicle** away from rising waters including tides;
 - ▼ do not drive into water of a greater depth than it is designed for;
 - ▼ do not leave the keys in your **vehicle** while your **vehicle** is unattended or not secure;
 - ▼ obey signage displayed by local government authorities, traffic management companies and state emergency services when applicable;
- ▼ take care to prevent or minimise injury to another person or **damage** to another person's property;
- ▼ comply, as soon as reasonably possible with any request made by us for the protection or improvement of your **vehicle** or to reduce the likelihood of **personal injury, loss or damage to property** including another person's property;

- ▼ comply with all laws, statutory obligations, by-laws, regulations and public authority requirements that concern the safe use of your **vehicle**, for example:
 - ▼ obey applicable and relevant road rules;
 - ▼ obey speed limits, warnings, signs, local directives and safety requirements;
 - ▼ convey and store goods in a legal manner in or on your **vehicle**;
 - ▼ load your **vehicle** in accordance with legal and safety requirements; and
- ▼ keep all your **vehicles** in a roadworthy condition, for example:
 - ▼ replace worn out tyres;
 - ▼ replace worn brakes;
 - ▼ replace defective lights;
 - ▼ fix paint, including clear coats;
 - ▼ repair major scratches or dents.

If you do not comply with this condition we may refuse to pay a claim or reduce the amount we pay (to the extent to which we are prejudiced in respect of the claim as a result of your non-compliance).

Other insurance

In the event of a claim you must provide us with the details of any other insurance that covers the claim to enable us to exercise our right to seek contribution from the insurer of that other insurance.

Admitting liability

You ("you" also means an **authorised driver**) must not admit liability for any **loss, damage** or injury, or settle or attempt to settle or defend any claim without our written consent.

Our right to recover from those responsible

If you've suffered **loss** or **damage** or, incurred a legal liability and you make a claim under this **policy** with us for that **loss, damage** or legal liability, then we have the right and you have permitted us to take action or start legal proceedings against any person or entity liable or, who would be liable to you for the recovery of your loss.

"Your loss" means your insured, underinsured or uninsured **loss** or **damage** or legal liability, costs, payments made and expenses in respect to which you have claimed under your **policy**. Any action or legal proceeding we take will be commenced either in your name, or in the name of any other person or entity that suffered Your Loss. We will have full discretion over the conduct and any settlement of the recovery action.

If you make a claim with us for Your Loss and you've already started action or legal proceedings against any person or entity liable or, who would be liable to you for Your Loss, then we have the right and you have permitted us to take over and continue that action or legal proceeding.

Where Your Loss forms part of any class or representative action which hasn't been started under our instructions, we have the right and you permit us to exclude Your Loss from that class or representative action for the purpose of us including it in any separate legal proceedings which are or will be started under our instructions.

You must provide us with all reasonable assistance, co-operation and information in the recovery of your loss.

This assistance may include:

- ▼ providing a more detailed version of events, which may include completing a diagram or statement/affidavit;
- ▼ providing us with any documents required to prove Your Loss;
- ▼ providing copies of any photographs or footage of the incident available;
- ▼ lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when we cannot lodge one);
- ▼ attending court or meetings with our legal/other experts (only if required);
- ▼ providing evidence and documentation relevant to your claim and executing such documents, including signed statements and affidavits which we reasonably request.

We will pay for the cost of filing the police report and relevant searches to locate the third party. We will cover the costs you incur when having to attend court up to \$250 in total per claim.

You must not enter into any agreement, make any admissions or take any action or steps that have the effect of limiting or excluding your rights and our rights to recover Your Loss, including opting out of any class or representative action, unless we have given you our prior written agreement. If you do, we may not cover you under this policy for Your Loss.

Recoveries do not include any amount recovered from insurance, surety, reinsurance, security or indemnity taken for the benefit of us.

Your cover

Cover options

There are two different types of cover available for your **vehicles**, as detailed below. If your **vehicle** is insured for Comprehensive Cover, it will either have a monetary amount shown as its **insured amount** or the words "**market value**" on the **schedule**. If neither a monetary amount or the words "**market value**" are shown on the **schedule** your **vehicle** is insured for Legal Liability Only, unless we have specifically agreed otherwise in writing.

Cover option	Description of cover provided
Comprehensive	Part 1 and Part 2 apply
Legal liability only	Part 1 does not apply Part 2 applies

What we cover is described in the "What we cover" sections in the following pages. What we do not cover is described in the "What we exclude" sections in the following pages, the General Exclusions on pages 29 to 31 of this **PDS** and in any **endorsements** that apply to your **policy**.

You can ask us at any time to change the cover option for any vehicle. There may be an additional premium or a refund of premium which applies.

Part 1 – Loss of or damage to your vehicle

You can claim for **loss** of, or **damage** to, your **vehicle** as described under “What we cover” if:

- ▼ Your **vehicle** is insured for Comprehensive Cover;
- ▼ The event which causes the **loss** or **damage** happens during the **period of insurance**;
- ▼ The **loss** or **damage** occurs within Australia or its external territories;
- ▼ The **loss** or **damage** is not excluded by anything under “What we exclude”;
- ▼ The **loss** or **damage** is not excluded by any of the General Exclusions on pages 29 to 31; and
- ▼ The **loss** or **damage** is not excluded by any **endorsement**.

✓ What we cover

We cover the theft, **loss** of, or **damage** to your **vehicle**. This includes **damage** arising from attempted theft of your **vehicle**.

✗ What we exclude

We will not pay for:

Loss or damage to tyres

loss or **damage** to tyres caused by punctures, bursts, **road** cuts or the application of brakes (except as covered in Extra Cover 12 – Tyre replacement).

Vehicle deterioration

loss or **damage** due to neglect, wear and tear, weathering, rusting, mould, mildew, corrosion or depreciation.

Accessories

any **vehicle** accessories other than those:

- ▼ supplied by the manufacturer of your **vehicle** as original equipment;
- ▼ stated within the definition of **vehicle**, or
- ▼ accessories specified by any **endorsement**.

Failure or breakdown

structural, mechanical, electrical or electronic failure or breakdown.

Safeguarding your vehicle

loss or **damage** caused by your reckless failure when safe to do so, to protect, prevent or diminish further **loss** or **damage** to your **vehicle** after:

- ▼ it breaks down;
- ▼ it is **damaged** in an **event**; or
- ▼ you have been notified that your stolen **vehicle** has been found.

For example by moving your **vehicle** off the road, using the **vehicle's** hazard lights or advising us that your stolen **vehicle** has been found so that we can arrange for it to be recovered and you recognize that failing to take such steps is likely to lead to **damage** to your **vehicle** and you decide not to take steps to avert the risk of **damage** or take ineffective steps;

Engine, gearbox and transmission

damage to your **vehicle's** engine, gearbox or transmission because it was driven in a **damaged** condition after an **event**, unless you were not aware this could lead to further **damage**, or you were acting to prevent further **loss** or **damage** such as driving it from a busy motorway.

Lawful seizure

loss or **damage** caused by or arising from any person or organisation who lawfully takes possession of your **vehicle**.

Extra Covers

Your **policy** is extended to include the following Extra Covers if your **vehicle** has Comprehensive cover. All of the conditions and exclusions of this **policy** apply to the Extra Covers unless otherwise specified including without limitation the exclusions applicable to Part 1 and Part 2 with and the General Exclusions on pages 29 to 31 or any **endorsement**.

1. New vehicle after total loss

✓ What we cover

This Extra Cover applies when your **vehicle** is a **total loss**. You can choose to accept a new replacement vehicle of the same make, model and series if:

- ▼ your **vehicle** was new and you are the first registered owner of your **vehicle** and the **loss** or **damage** to your **vehicle** occurred within 2 years of the date of your **vehicle's** first registered date; or
- ▼ your **vehicle** was an ex-demonstration model from a licensed motor dealer who was the first registered owner and the **loss** or **damage** to your **vehicle** occurred within 2 years of the date your **vehicle** was first registered by the dealer; and
- ▼ the new replacement vehicle is available in Australia or will be available in Australia within 60 days of your **vehicle** being deemed a **total loss**; and
- ▼ Anyone who provided finance for your **vehicle** agrees in writing.

We will also pay all on-road costs including the initial registration, compulsory third party insurance, delivery and stamp duty costs for the new replacement vehicle.

If a new replacement vehicle is unavailable in Australia or unavailable at all within 60 days of your **vehicle** being deemed a **total loss**, we will provide you with a new replacement vehicle that is available within the time stated and which is a similar make or model to your **vehicle** (including similar accessories, modifications, tools and spare parts).

If:

- ▼ you choose not to accept a new replacement vehicle; or
- ▼ an agreement cannot be reached between us on a new replacement vehicle; or
- ▼ a new replacement vehicle cannot be provided within 60 days of your vehicle being declared a **total loss**,

we will pay the original purchase price paid for your **vehicle** including any registration, compulsory third party insurance, delivery and stamp duty costs included in the contract of sale for your **vehicle**.

✗ What we exclude

We will not pay:

- ▼ more than 112.5% of the insured amount of your **vehicle**; or
- ▼ if the **agreed value endorsement** applies to your **vehicle**.
- ▼ if we have made a payment under Optional Benefit 3 Lease Payout.

2. Personal effects

✓ What we cover

We will pay the reasonable costs of repair or replacement if your or the **authorised driver's personal effects** are **damaged** or lost as a result of your **vehicle** being:

- ▼ **damaged** as a result of the **event**, or
- ▼ stolen as a result of forcible entry to your **vehicle**.

The most we will pay under this Extra Cover for any one (1) **event** is \$1,000.

✗ What we exclude

We will not pay for **personal effects**:

- ▼ insured under another insurance policy, unless you entered into that policy in your own name; or
- ▼ if you cannot provide reasonable evidence that you owned the **personal effects**.

Reasonable evidence or proof may include photographs, sales receipts, tax invoices, accounts and bank or credit card statements that provide a detailed description of the **personal effects**.

3. Funeral expenses and travel costs

✓ What we cover

We will pay the associated burial or cremation costs if the driver of your **vehicle** sustains a fatal injury during the **event**, and travel costs within Australia or its external territories, for the deceased driver or any member of the deceased driver's immediate family.

The most we will pay under this Extra Cover for any one (1) **event** is \$5,000.

This benefit will not be reduced by any accident compensation.

✗ What we exclude

We will not pay if the death happens:

- ▼ more than 12 months from the date of the **event**; or
- ▼ because the driver committed suicide.

We will not pay if we have paid an amount under the "Personal accident" Extra Cover.

4. Personal accident

✓ What we cover

We will pay under this Extra Cover if your **vehicle** was being driven by you or any **authorised driver** and, as a direct and sole result of the **event**, 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 feet.

The most we will pay under this Extra Cover for any one (1) **event** is \$5,000.

We will pay the driver.

The driver's entitlement to any benefit under any other insurance or statutory scheme will not reduce any amount payable under this Extra Cover.

✗ What we exclude

We will not pay:

- ▼ any claim if the permanent and total loss happens:
 - ▼ more than 12 months from the date of the **event**; or
 - ▼ because the driver attempted to commit suicide.
- ▼ any claim if we have paid an amount under the "Funeral expenses and travel costs" Extra Cover.

5. Emergency repairs

✓ What we cover

We will pay reasonable costs of **emergency repairs** incurred by you if they are necessary in order to get your **vehicle** to your destination or a repairer after the **event**.

The most we will pay under this Extra Cover for any one (1) **event** is \$500.

If you need **emergency repairs** we give you the authority to arrange these matters on our behalf. You should ensure that before the **emergency repairs** are carried out, where reasonably practicable, photographic images of the **damage** are recorded and can be provided to us so that we can establish the condition of your **vehicle** prior to the repairs. You are required to produce reasonable evidence of the costs incurred if we ask them. Reasonable evidence may include tax invoices or receipts.

6. Emergency travel

✓ What we cover

If your **vehicle** becomes unroadworthy or unsafe to drive following an **event**, we will pay the reasonable costs of emergency travel for you or the **authorised driver** and any **vehicle** occupants.

The most we will pay under this Extra Cover for any one (1) **event** is \$2,250.

If you need emergency travel we give you the authority to arrange these matters on our behalf. You are required to produce reasonable evidence of the costs incurred if we ask for them. Reasonable evidence may include tax invoices or receipts.

7. Emergency accommodation

✓ What we cover

If your **vehicle** becomes unroadworthy or unsafe to drive following an **event**, we will pay reasonable costs of emergency accommodation:

- ▼ for you or the **authorised driver** if the **event** was more than 100km from your home or the **authorised driver's** home;
- ▼ if your **vehicle** is an unregistered on-site caravan and it is **damaged** by the **event**, provided that it is your only home and you are not able to live in it as a result of the **damage**.

The most we will pay under this Extra Cover for any one (1) **event** is \$2,250.

If you need overnight accommodation we give you the authority to arrange these matters on our behalf. You are required to produce reasonable evidence of the costs incurred if we ask for them. Reasonable evidence may include tax invoices or receipts.

8. Removal of debris

✓ What we cover

If you are liable to pay the cost of cleaning up or removing goods that have fallen off your **vehicle** because it was in a collision or it overturned, we will pay those reasonable costs. You are required to produce reasonable evidence of the costs incurred if we ask for them. Reasonable evidence may include tax invoices or receipts.

The most we will pay under this Extra Cover for any one (1) **event** is \$25,000.

9. Vehicle modifications

✓ What we cover

We will pay the necessary costs of modifying your **vehicle** for any driver of your **vehicle** who is permanently disabled following the **event**.

The most we will pay under this Extra Cover for any one (1) **event** is \$3,000.

10. Towing and storage

✓ What we cover

We will pay the reasonable costs of towing your **vehicle** to one of the following locations, when as a result of an **event** your vehicle cannot be driven to one of these locations:

- ▼ an assessing centre or repair facility;
- ▼ a **recommended repairer** that we nominate; or
- ▼ a repairer we agree to.

We will also pay the reasonable costs of storing your **vehicle**.

You are required to produce reasonable evidence of the costs incurred if we ask for them. Reasonable evidence may include tax invoices or receipts.

If you withdraw your claim or we refuse to accept it, you must refund us any payments for towing or storage we have already made if we ask you to.

x What we exclude

We do not cover:

- ▼ storage costs for any period before your claim is lodged (unless it was not reasonably possible for you to lodge the claim at the time of the **event**) or after your claim is settled or declined and it is reasonably possible to access the storage facility to remove your **vehicle** so as not to incur further storage costs.

11. Hire vehicle after theft

✓ What we cover

We will pay

- (a) the reasonable cost of hiring a vehicle of similar make and model to your **vehicle** from our provider, if our provider has such a vehicle available (and is within a reasonable distance of your location); or
- (b) the reasonable cost incurred by you of hiring a vehicle of a similar make and model to your **vehicle**, if there is no such vehicle available from one of our providers within a reasonable distance of your location,

if your **vehicle** is stolen and either not found or is found but is not drivable.

We will cover this cost for up to thirty (30) days. This cover stops before the 30 day limit if and when:

- ▼ your **vehicle** is returned undamaged;
- ▼ we repair your **vehicle** and return it to you; or
- ▼ we have settled your claim.

You are required to produce reasonable evidence of the costs incurred if we ask for them. Reasonable evidence may include tax invoices or receipts.

You are responsible for all running costs and extras of the hire vehicle, including paying the deposit, security bond, fuel and any upgrade costs. You are responsible for paying all costs for any period you continue to use the hire vehicle after this benefit stops.

If you withdraw your claim or we refuse to accept it you must refund us any payments for the hire vehicle we have already made if we ask you to.

The most we will pay under this Extra Cover for any one (1) **event** is \$3,000.

x What we exclude

We will not pay for any costs for any period you continue to use the hire vehicle after this Extra Cover stops.

12. Tyre replacement

✓ What we cover

If any tyre on your **vehicle** cannot be used as a direct result of the **event** we will pay the reasonable cost to replace the tyre with a tyre of similar make and specification.

x What we exclude

We will not pay:

- ▼ when the condition of the **damaged** tyre's remaining tread means that the tyre does not conform with legal requirements; or
- ▼ for the replacement of a tyre that was recapped or a retread.

Additional benefits

Your policy is extended to include the following Additional Benefits if your **vehicle** has Comprehensive cover. All of the terms, conditions and exclusions of this policy apply to the Additional Benefits unless otherwise specified including without limitation the exclusions applicable to Part 1, Part 2 and the General Exclusions on pages 29 to 31 or any **endorsement**.

1. Two-wheel or box trailer

✓ What we cover

When your two-wheel trailer or box trailer is attached to or being towed by your **vehicle**, we will cover **loss or damage** to your trailer caused by an **event** during the **period of insurance**.

The most we will pay under this Additional Benefit for any one (1) **event** is \$1,000.

Excess

No **excess** is payable for any claim accepted by us under this Additional Benefit.

2. Locks and keys

✓ What we cover

We will pay the cost of replacing the keys or re-coding your **vehicle's** locks if, during the **period of insurance**, the keys to your **vehicle**:

- ▼ have been stolen (even if your **vehicle** was not);
- ▼ have been **damaged** or lost after an **event** as a result of which we have paid a claim under Part 1; or
- ▼ may have been duplicated and there are reasonable grounds to believe so.

The most we will pay under this Additional Benefit for any one (1) **event** is \$5,000.

Excess

The basic **excess** applicable to your **vehicle** applies to any claim under this Additional Benefit.

3. Hired vehicle

✓ What we cover

If you hire a car, 4WD, utility or van of not more than 2 tonne carrying capacity and you:

(a) do not insure it with the hiring company, we will pay for:

- ▼ the theft, **loss** of or **damage** to that hire vehicle during the **period of insurance**; and
- ▼ your **legal liability** for another person's **personal injury** or **damage** to another person's property in the **period of insurance** which you cause while you are driving or in control of the hired vehicle.

(b) do insure the hired vehicle with the hiring company for the theft, **loss** or **damage** or **legal liability**, we will pay any excess you are required to pay to the hiring company under that insurance for theft, **loss** or **damage** to that hire vehicle during the **period of insurance**.

The most we will pay under this Additional Benefit for any one (1) **event**:

- ▼ in respect of (a), is up to \$40,000 in total for the theft, **loss** or **damage** to the hire vehicle; or
- ▼ in respect of (b), the hired vehicle **excess**.

Please refer to page 26 of this **PDS** under what we pay for **legal liability** under this Additional Benefit.

Legal Liability has the meaning shown in Part 2 – Legal Liability of this Policy Section on page 22.

Excess

You must pay an **excess** of \$500 (unless another amount is specified in any **endorsement**) which applies to any claim under this Additional Benefit.

4. Recovery costs – no damage

✓ What we cover

If your **vehicle** is immobilised, bogged or stranded, in the **period of insurance**, even if there is no **damage** to your **vehicle** we cover the reasonable cost of extricating or moving it so that it is no longer immobilised, bogged or stranded.

The most we will pay under this Additional Benefit for any one (1) **event** is \$5,000.

You are required to produce reasonable evidence of the costs incurred if we ask for them. Reasonable evidence may include tax invoices or receipts.

✗ What we exclude

We will not pay any claim where your **vehicle** is immobilised, bogged or stranded solely as a result of **vehicle** failure or breakdown.

This Additional Benefit does not cover any recovery costs after your **vehicle** has been removed to a place of safety.

Excess

The basic **excess** applicable to your **vehicle** applies to any claim under this Additional Benefit.

5. Vehicles being test driven by you

✓ What we cover

If a vehicle is being demonstrated to you or test driven by you or your **authorised driver** during the **period of insurance**, we will cover your **legal liability** for:

- ▼ theft, **loss** of or **damage** to that vehicle; and
- ▼ another person's **personal injury** or **damage to property** in connection with the use of that vehicle.

The most we will pay in total under this Additional Benefit for liability for theft of, **loss** or **damage** to the demonstration or test driven vehicle is \$40,000 any one (1) **event**.

Please refer to page 26 under what we pay for **legal liability** under this Additional Benefit.

✗ What we exclude

We will not pay if the demonstration or test driven vehicle is:

- ▼ a customer's vehicle, or
- ▼ being test driven for the purposes of repair, restoration or modification.

Excess

No **excess** is payable for any claim accepted under this Additional Benefit.

What we pay

If your claim is covered under Part 1, we will either pay you for a **partial loss** or a **total loss**. This is determined by whether your **vehicle** would be uneconomical or unsafe to repair, including where the combined repair costs and salvage value are likely to be more than the value of your **vehicle** or when your **vehicle** has been stolen and not recovered within fourteen (14) days of reporting its theft to us and we accept your claim for theft of your **vehicle**. We will also have regard to the law in relation to what is considered a write-off that applies in your State or Territory when determining whether your **vehicle** is to be written off.

If a claim for **legal liability** is covered under any Additional Benefit in this Part, the "Limits to what we pay" in Part 2 will apply unless specified otherwise.

Total loss

Your **vehicle** is a **total loss** if it is stolen and not recovered after fourteen (14) days of you reporting its theft to us and we accept your claim for theft of your **vehicle**, or your **vehicle** is uneconomical or unsafe to repair, including where the combined repair costs and salvage value are likely to be more than the value of the **vehicle**. We will also have regard to the law in relation to what is considered a write-off that applies in your State or Territory when determining whether your **vehicle** is written off.

If your **vehicle** is a **total loss** and the conditions applying to Extra Cover 1 – "New vehicle after total loss" are met, we will settle your claim with a new replacement vehicle or by a payment, as provided for in Extra Cover 1. Where Extra Cover 1 – "New vehicle after total loss" does not apply we will settle your claim one of the following ways:

(a) Market Value or Insured Amount

- ▼ If the **insured amount** of your **vehicle** is shown on the **schedule** as "**market value**", we will pay you the **market value** of your **vehicle**.
- ▼ If the **insured amount** of your **vehicle** is shown on the **schedule** as a figure in dollars, we will pay you the lesser of the **market value** or the **insured amount**.

For example, where the **insured amount** of your **vehicle** has been specified in the **schedule** as \$60,000 and your **vehicle** is involved in an **event** that could lead to your **vehicle** being declared a **total loss**, it will be examined and details recorded such as general condition, fixtures, fittings and kilometres travelled. If, due to the poor condition of your **vehicle**, excessive kilometres travelled, wear and tear and rust, the **market value** is calculated as \$40,000, we will pay you this lesser amount.

The **market value** or **insured amount** of your **vehicle** includes accessories defined as your **vehicle** plus any agreed accessories or modifications specified on your **schedule**.

Any **excess** you must pay is deducted from the amount we pay.

If we pay the **market value** or **insured amount** as a result of a **total loss** then your cover for that **vehicle** comes to an end. Any Extra Cover, Additional Benefit or Optional Benefit for that cover also ends. There will be no refund of the premium for the unexpired **period of insurance**.

(b) Agreed Value

If the **agreed value endorsement** applies to your **vehicle**, we will pay you the **agreed value** amount inclusive of GST.

The **agreed value** of your **vehicle** includes accessories defined as your **vehicle** plus any agreed accessories or modifications specified on your **schedule**.

The **agreed value** shown on your **schedule** is the most we will pay for theft, **loss** or **damage** to your **vehicle**.

The **agreed value** is the most we will pay for theft, **loss** of, or **damage** to, your **vehicle**. We will not deduct any input tax credit (ITC) from the **amount of agreed value** specified on your **policy schedule**.

Any **excess** you must pay is deducted from the amount we pay.

If we pay the **agreed value** as a result of a **total loss** then your cover for that **vehicle** comes to an end. Any Extra Cover, Additional Benefit or Optional Benefit for that cover also ends. There will be no refund of the premium for the unexpired **period of insurance**.

Settlement conditions applicable if your Vehicle is a Total Loss:

Any outstanding premium remaining for the unexpired **period of insurance** must be paid to us prior to the settlement of your **total loss** claim. Your **vehicle**, or salvage of your **vehicle** including any unexpired premium, registration and Compulsory Third Party (CTP) or Motor Accident Injuries (MAI) insurance, unless the law requires otherwise, becomes our property when we pay you for the **total loss**. Where you are entitled or required by law to obtain a refund for unused registration or CTP or MAI insurance, we will deduct those amounts from what we pay you for the **total loss**. If we are unable to collect any unexpired registration or CTP or MAI insurance ourselves, you must provide reasonable assistance to help us to do so if we ask. If another party (e.g. a finance provider) has an interest in your **vehicle** and it is a **total loss**, we pay them (instead of you) what you owe them up to the amount you are entitled to under this **policy**. If this amount is less than the full amount payable under the policy, we pay you the balance.

If you make a claim and another party (e.g. a finance provider) is entitled to the salvage of your vehicle, we will pay you or them the **market value** or **insured amount**, less our estimate of the salvage value, less any **excess** and unpaid premium.

For an example of how we settle a **total loss** claim, see page 34 of this PDS.

Partial loss

If your **vehicle** is a **partial loss**, we will do the following (depending on the exact circumstances of the claim):

- ▼ repair the **damage** or replace the **damaged** parts of your **vehicle** using a recommended repairer or you may choose your own repairer. If you choose your own repairer we will authorise repairs for the amount of the **assessed quote** from your repairer; or
- ▼ pay you the amount of the **assessed quote** from a **recommended repairer** when a **recommended repairer** is able to complete the repair of the **damage** or replace the **damaged** parts of your **vehicle**, but you request a cash settlement; or
- ▼ pay you the amount of the **assessed quote** from your repairer if a **recommended repairer** cannot complete the repair of the **damage** or replace the **damaged** parts of your **vehicle** or if we do not authorize repairs based upon your repairer's quote;

If we settle your claim by paying the amount of the **assessed quote** and you do not carry out the repairs to your **vehicle**, it may lead us to reduce or refuse to pay any subsequent claim.

For an example of how we settle a partial loss claim, see page 35 of this PDS.

Choice of repairer and parts policy

If your **vehicle** is a **partial loss**, we can arrange the repairs with a **recommended repairer** if one is available, or alternatively you can choose your own repairer and we will authorise repairs for the amount of the **assessed quote** from your repairer.

Where we are able to provide you with access to one of our **recommended repairers**, we will offer you a choice if there is more than one in your area. However, we may only be able to nominate one **recommended repairer** if there are no others available.

Where we are unable to provide you with access to one of our **recommended repairers**, we will require you to choose your own repairer.

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

- ▼ authorise the repair of your **vehicle** to the same or reasonably similar condition and standard immediately before the **event**;
- ▼ except for windscreens and window glass, authorise only the use of new parts or where available parts which are consistent with the age and condition of your **vehicle** (which may include using reusable parts where available);
- ▼ replace damaged windscreen or window glass with glass which may not be produced by the original manufacturer but will meet Australian Design rules;
- ▼ authorise only the use of manufacturer's approved parts if your **vehicle** is under warranty, but not when your **vehicle** has an extended warranty or for windscreen or window glass replacement;
- ▼ if the same part as a damaged part is not available, we will pay you the **market value** of the obsolete part or to use an equivalent part;
- ▼ not pay for the replacement of undamaged parts which includes items that are part of a whole set when the **loss** or **damage** occurred to only part of the set (such as alloy wheels); and
- ▼ guarantee the quality of materials and workmanship in respect of the repairs for the life of the **vehicle**.

Any repairer we authorise to repair your **vehicle** may sub-contract some of the repairs to a person of their choice. This will usually occur when the repairer is unable to perform the repairs themselves.

If you choose your own repairer and we do not authorise repairs for the amount of the **assessed quote** from your repairer we:

- ▼ will pay you an amount equal to the **assessed quote** from your repairer; and
- ▼ will not provide any guarantee for the quality of materials and workmanship in respect of the repairs.

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

You are responsible for the cost of any air-conditioning refit, re-gas or modification required by law.

If we:

- (i). pay you the amount of the **assessed quote** from a **recommended repairer** because a **recommended repairer** is able to complete the repairs or replace the **damaged** parts of your vehicle but you have requested a cash settlement; or
- (ii). pay you the amount of the **assessed quote** from your repairer because a **recommended repairer** cannot complete the repairs or replace the damaged parts of your **vehicle**,

we also do not authorise the repairs. We will not provide any guarantee for the quality of materials and workmanship in respect of the repairs.

Contribution to repair work

You may have to contribute to the cost of replacing or repairing tyres, engines, accessories, modifications, paintwork, bodywork, radiators, batteries, interior trims, or caravan annexes affected by neglect, wear and tear, weathering, rust, mould, mildew or corrosion ("pre-existing damage"). How much you are required to contribute will depend on how affected by such pre-existing damage these items were when the **damage** happened.

If you do not want to contribute to this cost and the repairs cannot be carried out due to the pre-existing damage, instead of carrying out the repairs:

- (i). if we have obtained a quote from a **recommended repairer** (and you have not obtained a quote from your repairer) we will pay you the amount of the **assessed quote** from our repairer, excluding the cost to replace or repair the pre-existing damage; or
- (ii). if you have obtained a quote from your repairer that includes the cost to replace or repair the preexisting damage, we will pay you the amount of the **assessed quote** from your repairer excluding the cost to replace or repair the pre-existing damage.

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

For an example of how we settle a **partial loss** claim, see page 35 of this **PDS**.

Lifetime guarantee for repairs

If we authorise repairs for your **vehicle**, we will guarantee the repairs against any defect due to workmanship or faulty material for the life of your **vehicle**. The parts used in any lifetime guarantee repairs to a **vehicle** will be the same as those explained in "Choice of repairer" above. If you are concerned about the quality of the repairs to a **vehicle**, you must call us and make your **vehicle** available to us. You must not authorise any rectification work without our written authority.

We will inspect the repair and arrange any necessary rectification work. If it would not be safe or economical to carry out the rectification work required, the **vehicle** will be declared a **total loss** and we will pay you an amount under (A) – "Insured Amount" or (B) – "Agreed Value" (see page 19), whichever applies to your **vehicle**.

If we pay you the amount of the **assessed quote** we do not authorise repairs and you will not be entitled to the lifetime guarantee on repairs that we do not authorise.

Vehicle identification

Where your **vehicle's** identification, such as its compliance, build or VIN plate or label, has been **damaged**, we will try to source a replacement from its manufacturer. If we cannot source it for you, we will attempt to obtain a letter from the manufacturer to confirm your **vehicle's** identity and that its original identification has been **damaged**. We will still repair your **vehicle** without replacing any damaged identification, unless an alternative form of identification is required by law.

Underinsurance Condition

If at the time of the **loss** or **damage**, your **vehicle** was insured for less than 80% of its **market value** and we decide your **vehicle** is:

- ▼ a **total loss**, this underinsurance condition does not apply.
- ▼ a **partial loss**, we will pay the same proportion of the **loss** as the **insured amount** bears to 80% of the **market value** of your **vehicle**.

For an example of how we settle a partial loss claim where the underinsurance condition applies, please see page 35 of this **PDS**.

This underinsurance condition does not apply if your **vehicle** is a car, 4WD, utility or van of not more than 2 tonne carrying capacity.

Part 2 – Legal liability

What your vehicle also means

For the purposes of Part 2, your **vehicle** also means:

- ▼ a trailer;
- ▼ a caravan, or
- ▼ another vehicle which has broken down; that is being towed by your **vehicle** or a **substitute vehicle** legally and not for reward; and
- ▼ a **substitute vehicle**.

What is legal liability?

Legal liability means that:

- ▼ you;
 - ▼ an **authorised driver**;
 - ▼ a passenger in your **vehicle** is, or
 - ▼ your employer, principal or business partner;
- are legally liable to pay compensation for:
- ▼ **loss of or damage to property** owned or controlled by someone else; or
 - ▼ **personal injury** to another person (but only where the **legal liability** is not covered or capable of being covered by any compulsory third party insurance or public liability insurance, unless you entered into that public liability insurance policy in your own name),

caused by an **event** which occurs during the **period of insurance** in Australia or its external territories.

You can claim for **legal liability** made against the persons named above as described under 'What we cover'; if:

- ▼ the **event** giving rise to that **legal liability** was not expected or intended and the insured **event** occurs during the **period of insurance** in Australia or its external territories;
- ▼ it is not excluded by anything under "What we exclude";
- ▼ it is not excluded by the General Exclusions on pages 29 to 31; and
- ▼ it is not excluded by any **endorsement**.

✓ What we cover

We will pay a claim for your **legal liability** if the **event** giving rise to that **legal liability** was not expected or intended, and the **event** was caused by:

- ▼ you or an **authorised driver** driving, using or being in charge of your **vehicle**;
- ▼ goods being carried by or falling from your **vehicle**;
- ▼ loading goods onto your **vehicle** from a fixed place of rest directly beside your **vehicle**;
- ▼ unloading goods off your **vehicle** to a fixed place of rest directly beside your **vehicle**; or
- ▼ a passenger in your **vehicle** with your permission while travelling or getting in or getting out of your **vehicle**.

✗ What we exclude

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

- ▼ for anything excluded by any other "what we exclude" section in Part 1 or Part 2 in this **policy**;
- ▼ which is a direct or indirect result of discharge or escape of **contaminants or pollutants** or **dangerous goods** from your **vehicle** unless they are substances you are legally allowed to carry;
- ▼ for **loss of or damage to property** you own, control or are responsible for, or which belongs to someone who normally lives with you. However, this exclusion will not apply to your **legal liability** for **damage** to motor vehicles belonging to an **employee** or visitor which occurs within the confines of a private car park owned or operated by you;
- ▼ for **personal injury** to anyone who was your **employee** at the time of the **event**;

x What we exclude (continued)

- ▼ for **personal injury** if you were or anyone else was required by law to have insurance for compensation, damages or similar insurance for injury (eg. compulsory third party insurance or workers compensation required by law);
- ▼ for **personal injury** if your **vehicle** is registered in the Northern Territory of Australia;
- ▼ where you cause your own **personal injury**, or if you injure or cause the death of someone who normally lives with you;
- ▼ if at the time of the **event** your **vehicle** is being driven or used at, in or on any **aircraft** hangar or any part of an airport or airfield used by **aircraft** for loading, unloading, taxiing, takeoffs or landings;
- ▼ for **personal injury** if at the time of the **event** your **vehicle** is being used as a show, carnival or festival attraction, parade float or for any similar activity;
- ▼ because of an agreement you or anyone insured under this **policy** enters into, unless **legal liability** would have applied anyway;
- ▼ occurring because you, an **authorised driver** of your **vehicle**, a passenger in your **vehicle**, or your employer, principal or business partner agreed to accept liability;
- ▼ resulting from the use of your **vehicle** if it was unregistered at the time of the **event**;
- ▼ in respect of fuel contamination caused by you delivering:
 - ▼ the incorrect type of fuel; or
 - ▼ the fuel to the incorrect place;
- ▼ for **damage to property** resulting from an **event** arising out of the use of your **vehicle** while it is digging, excavating, boring or drilling;

However, we will pay if your **vehicle** is being used for the sole purpose of travelling to or from any work site or transporting or carting goods at the time of the **event** and is not being used at the time of the **event** for any other purpose including any specific activity for which the **vehicle** was designed.
- ▼ to pay fines or punitive, exemplary or aggravated damages;
- ▼ arising directly or indirectly from:
 - ▼ the transportation, distribution, and or storage of asbestos;
 - ▼ any material containing asbestos or any process of decontamination, treatment or control of asbestos;

This will only apply to **personal injury** arising in consequence of inhalation of asbestos fibre, and to **loss** or **damage to property** due to the presence of asbestos.
- ▼ for **personal injury** or **loss** of or **damage to property** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of **contaminants or pollutants** into or upon any property, land, the atmosphere, water course or body of water (including ground water). However this exclusion does not apply to Additional Benefit 1 – “Pollution.”

Extra covers

We will also provide the following Extra Cover in this section. All of the terms, conditions and exclusions of this **policy** apply to the Extra Covers unless otherwise specified including without limitation the exclusions applicable to Part 1 and Part 2, the General Exclusions on pages 29 to 31 or any **endorsement**.

1. Damage by uninsured drivers

✓ What we cover

If your **vehicle** is insured for Legal Liability Only, we cover **loss** or **damage** to your **vehicle** in an **event** as a result of a collision with another vehicle driven by an uninsured driver.

A driver is uninsured if neither the driver nor the owner of the other vehicle had an insurance policy that would cover them for the **loss** or **damage** to your **vehicle**.

We only pay if:

- ▼ you show the **event** was the fault of the uninsured driver (this means the other driver was entirely at fault). You may be able to show this by providing a police report, expert reports, statement from a witness, dash-cam footage or photographs taken at the scene; and
- ▼ the name and residential address of the person at fault and the registration number of the vehicle involved are provided.

The most we will pay under this Extra Cover for **loss** of or **damage** to your **vehicle** for any one (1) **event** is \$5,000 or the **market value** of your **vehicle** (whichever is less).

If due to the circumstances of the accident, you are unable to obtain the name and address of the person at fault and/or the registration number of the vehicle involved, please contact us on 1300 185 395.

✗ What we exclude

We will deduct:

- ▼ any **excess** that may apply to your **vehicle**, and
- ▼ the residual value of your **vehicle** as determined by our assessor if it is not repairable (when you keep the damaged **vehicle**).

2. Emergency Services

✓ What we cover

If a claim is covered under Part 1 or Part 2 during the **period of insurance**, we will also pay the reasonable costs and charges levied by the police force or fire brigade or authority due to your **vehicle** causing the attendance of a member of the:

- ▼ fire brigade or authority for the purpose of fire extinguishment or other emergency response; and/or
- ▼ police force;

at the accident site.

Additional benefits

We will also provide the following Additional Benefits. All of the conditions and exclusions of this **policy** apply to the Additional Benefits unless otherwise specified including without limitation the exclusions applicable to Part 1 and Part 2 and the General Exclusions on pages 29 to 31 or any **endorsement**. The **event** giving rise to the **legal liability** must not have been expected or intended.

1. Pollution

✓ What we cover

We cover your **legal liability** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of **contaminants or pollutants** into or upon any property, land, the atmosphere, water course or body of water (including ground water), where such discharge, dispersal, release or escape:

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

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

The most we will pay for all claims covered under this Additional Benefit is \$500,000 in total during the **period of insurance**.

✗ What we exclude

We will not pay:

- ▼ If the **contaminants or pollutants** are **dangerous goods** or
- ▼ if the **contaminants or pollutants** are biological, bacterial, infectious, germ or viral in nature.

2. Non-owned vehicle liability

✓ What we cover

We cover your **legal liability** as set out in Part 2, in respect of any vehicle not owned or supplied by you while that vehicle is being used or driven by you or an **authorised driver** in connection with your **business**.

Excess

You must pay us an excess of \$500 for each claim under this Additional Benefit.

3. Legal liability for caravans and trailers

✓ What we cover

You are covered for your **legal liability** as a result of:

- ▼ the actions of a caravan or trailer while it is being towed by your **vehicle**;
- ▼ a caravan or trailer running out of control after separating from your **vehicle** while your **vehicle** is moving; or
- ▼ another vehicle colliding or acting to avoid a collision with:
 - ▼ property falling off a caravan or trailer while it is being towed by your **vehicle**; or
 - ▼ property being loaded or unloaded from a caravan or trailer attached to your **vehicle**.

during the **period of insurance** in Australia or its external territories.

x What we exclude

We do not cover **loss** or **damage** to:

- ▼ the caravan or trailer unless it is a **vehicle** insured under Part 1; or
- ▼ the property which is loaded or unloaded from or which falls from the caravan or the trailer.

We do not cover the cost to remove the trailer or caravan debris, unless the caravan or trailer is an insured **vehicle** and the claim for loss or **damage** to it is covered under Part 1.

Excess

The **excess** applicable to your **vehicle** applies to any claim under this Additional Benefit.

What we pay

If a claim for **legal liability** is covered, we will pay:

- ▼ the compensation;
- ▼ legal costs and expenses if we have first agreed to pay these costs; and
- ▼ costs and charges reasonably and necessarily incurred by you in removing or cleaning up debris, unless stated otherwise; and
- ▼ costs and charges reasonably and necessarily incurred to extinguish a fire that you **vehicle** has caused.

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

You must pay any **excess** that may apply.

For an example of how we settle a liability claim, see page 36 of this **PDS**.

Limits to what we pay

The most we will pay for all claims for **legal liability** arising directly or indirectly from one (1) **event** is \$50 million (unless another amount is specified on your **schedule**) but restricted to:

- ▼ \$1,000,000 for any one (1) **event** occurring within the external territories of Australia, but only in respect of the death or bodily injury to another person;
- ▼ \$1,000,000 (unless another amount is specified on your **schedule**) where the **vehicle** is being used for the transportation of **dangerous goods** or is attached to, or is towing, a **vehicle** used for the transportation of **dangerous goods**; and
- ▼ \$500,000 during the **period of insurance** in respect of all claims under the Additional Benefit 1 – “Pollution” under Part 2.

These amounts include all legal costs and expenses.

These limits also apply to any cover for your **legal liability** provided under any Extra Cover, Additional Benefit, or any **endorsement** (both Parts 1 and 2) unless a lower limit is specified in the Benefit, Cover or any **endorsement**.

These limits are the most we will pay even if there are several claims against you relating to the one **event**.

Optional Benefits

The following Optional Benefits apply to your **policy** when shown on your **schedule**. All of the conditions and exclusions of this **policy** apply to the Optional Benefits unless otherwise specified including without limitation the exclusions applicable to Part 1, Part 2 and the General Exclusions on pages 29 to 31 or any **endorsement**.

1. Windscreen excess waiver

✓ What we cover

You will not have to pay the basic **excess** for the first windscreen or window glass claim for that **vehicle** in the **period of insurance**. If you have any additional windscreen or window glass claims during the same **period of insurance** for that **vehicle**, the basic **excess** will apply.

x What we exclude

The excess waiver will not apply if the windscreen or window glass has been **damaged** because of an **event** that has caused other **loss** or **damage** to your **vehicle**, and you are claiming for that **loss** or **damage**.

2. Rental vehicle after accident

✓ What we cover

If your **vehicle** cannot be driven or is in the need of repair following **loss** or **damage** as a result of an insured event (other than theft) for which we have agreed to pay a claim under Part 1, we will reimburse you for the cost of hiring a replacement vehicle:

- ▼ of a similar type to your **vehicle**; and
- ▼ from the date your **vehicle** is left at the repairers.

The most we will pay under this Optional Benefit for any one (1) **event** is \$1,500.

Please see:

- ▼ Additional Benefit "Hired Vehicle" (page 17) for cover applicable to the rental vehicle and for legal liability caused while you are driving or in control of the rental vehicle.

✗ What we exclude

We will not pay;

- ▼ if your **vehicle** is stolen
- ▼ to hire a vehicle for any longer than the day after repairs to your **vehicle** have been completed;
- ▼ after your claim has been paid if your **vehicle** is a **total loss**;
- ▼ the running costs of the rental vehicle;
- ▼ for any other non-rental costs which you may be liable to pay for under a hire agreement.

3. Lease payout

✓ What we cover

If your **vehicle** is a **total loss**, then we will pay the difference when the amount owing by you under a lease or a hire purchase agreement is greater than the **market value** of your **vehicle**.

We will deduct:

- ▼ any amounts or interest in arrears at the time of the **loss** or **damage**; and
- ▼ discounts in respect of finance charges or interest for the unexpired term of the financial agreement.

The most we will pay under this Optional Benefit is 20% of the **market value** of your **vehicle**.

✗ What we exclude

We will not pay the lease payout:

- ▼ when the **loss** or **damage** to your vehicle was caused by fire or theft, or
- ▼ if your **vehicle** was purchased via a personal loan or line of credit, or
- ▼ when your **vehicle** is insured for **agreed value**.
- ▼ if we have replaced your **vehicle** or made a payment under Extra Cover 1 – "New vehicle after total loss" for the same **event**.

Application of excess

An **excess** is the amount you might have to pay if you claim. **Excesses** are cumulative and apply to all claims, unless stated otherwise. For each **event**, or series of **events** arising from the one originating cause you will bear the amount of the **excess** in respect of each and every insured **vehicle**, unless stated otherwise.

The basic **excess** is shown on your **schedule**. The amounts for any other **excesses** (or where the amount can be found in this **PDS**) are detailed below. You might have to pay more than one type of **excess** when you claim. You must pay the **excesses** in full.

You may pay the **excess** directly to us (when we ask for it) or to the repairer when you pick up your **vehicle** after it has been repaired. We can also choose to deduct the **excess** from the amount we pay you. In the case of a new replacement vehicle, we may require you to pay the **excess** to the supplier before taking delivery of the new replacement vehicle.

When your excess will be waived

Provided the basic **excess** applicable to your **vehicle** does not exceed \$2,000, you don't pay any **excess** when your **vehicle** is a car, 4WD, utility or van of not more than 2 tonne carrying capacity if:

- ▼ a third party's vehicle (this excludes another **vehicle** you own, have acquired, purchased or leased and is also insured under this **policy**) is involved in the **event**, and the driver of your **vehicle** is not at fault (this means the other driver was entirely at fault) and you can supply the at fault driver's name and address and the at fault vehicle's registration details; or
- ▼ no other vehicle is involved in the **event**, and the driver of your **vehicle** is not at fault and you can supply the at fault person's name, address and phone number.

If the driver of your **vehicle** is not at fault, you may be able to show this by a police report, statement from a witness or photographs taken at the scene.

In the case that the fault of the **event** is in dispute, you will be required to pay the **excess** to us and the **excess** will be refunded to you if it is determined that you or the driver of your **vehicle** are not at fault.

A failure to provide this information means we will not be able to waive your **excess**. It does not otherwise impact the cover under your **policy** for **loss** or **damage** to your **vehicle** under this **policy**. However, if your **vehicle** is insured for Legal Liability only, then cover for **loss** or **damage** to your **vehicle** under Extra Cover 1 – Damage by uninsured drivers of Part 2 of this policy is only provided if you provide the name and address of the at fault driver and the registration number of the at fault vehicle involved.

Types of excesses

Basic excess

Basic **excess** is the amount shown on your **schedule**.

Age or inexperienced driver excess

An age or **inexperienced driver excess** applies if a driver under 25 or an **inexperienced driver** was in charge of your **vehicle** at the time of an **event**. This **excess** will not apply to glass, damage while parked, fire, malicious damage, theft or storm claims.

The age or **inexperienced driver excess** is shown on your **schedule** for all **vehicle** types.

Additional Benefit excesses

Please refer to:

- ▼ pages 17 to 18 for the amount of any excess you might have to pay if you make a claim under any Additional Benefits in Part 1 of the policy; and
- ▼ pages 25 to 26 for the amount of any excess you might have to pay if you make a claim under any Additional Benefits in Part 2 of the policy.

Theft excess

A theft excess of \$2,500 applies to each claim for theft or **damage** occasioned by theft of:

- ▼ your skid steer loader, excavator, loader, backhoe or bobcat; or
- ▼ any of their accessories, whether these accessories are attached to your **vehicle** at the time of the theft or **damage** or not.

You pay the theft **excess** in addition to any other **excess** for your **vehicle** that may be payable.

Endorsement excess

An **endorsement excess** may apply if you have **endorsements** to your **policy**. Any **endorsement excess** applicable to your **policy** will be shown in the **endorsement** wording.

You pay the **endorsement excess** shown in the **endorsement** wording in addition to any other **excess** for your **vehicle** that may be payable, unless stated otherwise.

Application of excess involving trailer and towing vehicle

If a trailer being towed by a **vehicle** damages the property of another person and:

- ▼ only the trailer was **damaged**, the **excess** for the towing **vehicle** will apply; or
- ▼ there is no **damage** to either the trailer or towing **vehicle**, the **excess** for the towing **vehicle** will apply.

General exclusions

You are not covered for an event occurring when your vehicle is being driven by, or is in the charge of, someone who:

- ▼ was under the influence of, or had their judgement affected by, any alcohol or drug;
- ▼ had more than the legal limit of alcohol in their breath or blood, as shown by analysis;
- ▼ refused to take a legal test for alcohol or drugs; or
- ▼ was not licensed, not correctly licensed or not complying with the conditions of their licence.

However, we will cover you:

- ▼ if you were not the driver or person in charge of your **vehicle** at the time of the **event** and you can satisfy us that you did not know, and could not have reasonably known, of any of the above circumstances; or
- ▼ if and to the extent that it can be demonstrated that the alcohol, drugs or medication intake did not contribute to the **event**.

If we pay a claim we can recover those costs from the person who was driving or in charge of your **vehicle**, unless the law prohibits recovery by us.

You are not covered under this Policy:

- ▼ if you or an **authorised driver** does something or neglects to do something that is not in accordance with this **policy** or does not give us the information or assistance that we ask for in a respect of a claim;
- ▼ for theft of or malicious **damage** to your **vehicle** when anyone insured under this **policy** has not taken steps to prevent this **loss** or **damage** by:
 - ▼ ensuring the vehicle was locked whilst unattended;
 - ▼ ensuring the vehicle was parked in a garage/carport if available; or
 - ▼ ensuring goods and valuables inside the vehicle are hidden and out of sight;
- ▼ for **theft** of or **damage** to your **vehicle** if the **vehicle** is left unattended, unlocked and with the keys left in the **vehicle**;
- ▼ for the following financial or non-financial loss or extra costs following an **event** covered by this **policy**, such as:
 - ▼ loss of income or wages;
 - ▼ loss caused by delay, confiscation or detention, for example by customs or another lawful authority;
 - ▼ lack of market or lack of any type of performance;
 - ▼ medical expenses not covered by this **policy**;
 - ▼ professional, expert, legal consulting or valuation costs unless you obtained our prior written authority to incur these costs;
 - ▼ loss related to stress or anxiety;
 - ▼ loss occurring because you cannot use your **vehicle**;
 - ▼ reduction of your **vehicle's** value (including its trade-in or resale value) after being repaired;
 - ▼ reduction of the working life of your **vehicle**;
 - ▼ loss or costs, including the cost of your time (e.g. inconvenience), to prove your **loss** or **damage** or to help us with your claim (e.g. telephone calls, statements, postage);
 - ▼ travel costs or other types of costs because you cannot use your **vehicle**, unless expressly covered elsewhere in this **policy**;
 - ▼ cleaning costs unless expressly covered elsewhere in this **policy**; or
 - ▼ any costs not otherwise covered by your **policy**;

However, we will cover other people's losses and costs to the extent they are insured under Part 2 (Legal Liability).

- ▼ for **loss** of or **damage** to a drill rod or bit attached to your **vehicle** while the drill rod or bit is being used for its designed purpose. For the purposes of this exclusion, a drill rod or bit includes any part attaching to or forming part of the drill rod or bit including but not limited to pipes, guides, filters, gaskets, plugs, caps, beacon housings, tool heads, nozzles and/or any other electronic mechanism;

- ▼ for **damage** to your **personal effects** caused by biting, chewing or scratching by an animal or bird;
- ▼ for **loss** or **damage** or **legal liability** caused or contributed to by, arising from or involving any actual or threatened use, existence or release of biological, bacterial, infectious, viral, germ, chemical or poisonous **contaminant** or **pollutant** or any looting or rioting following these occurrences (except for any cover provided under Additional Benefit 1 – “Pollution” of Part 2), or the action taken by a public authority to prevent, limit or remedy the actual or threatened release of any such materials;
- ▼ for theft by anyone who has hired or leased your **vehicle** or who has taken it as security for a debt;
- ▼ for **loss** or **damage** or **legal liability** caused or contributed to, by or arising from any:
 - ▼ Total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **electronic data**;
 - ▼ Error in creating, amending, entering, deleting or using **electronic data**; or
 - ▼ Total or partial inability or failure to receive, send, access or use **electronic data** for any time or at all, from any cause whatsoever, regardless of any other contributing cause or **event** whenever it may occur.
- ▼ for any **loss**, **damage** or **legal liability** directly or indirectly caused by or contributed to by or arising from:
 - ▼ ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or fission of nuclear fuel; or
 - ▼ the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
- ▼ for any **loss**, **damage**, **personal injury** or **legal liability** directly or indirectly caused by or contributed to by, or arising from nuclear weapons material;
- ▼ for any **loss**, **damage** or **legal liability** directly or indirectly caused by, or arising from, or in consequence of, or contributed to by:
 - ▼ revolution, hostilities, war or other acts of foreign enemy, warlike activity (whether war is declared or not), military coup, hostile acts of sovereign or government state-sponsored entities, or any looting or rioting following these events.
- ▼ for any **loss** or **damage** directly or indirectly caused by, or arising from, or in consequence of, or contributed to by confiscation, re-possession, nationalisation or expropriation or any looting, rioting or pillaging following any of these occurrences;
- ▼ for any **loss**, **damage** or **legal liability** caused by any person or organisation who lawfully destroys or takes away your ownership or control of any property or **vehicle** covered by the **policy**;
- ▼ for any **loss**, **damage** or **legal liability** which happens before the **period of insurance** or which arises from an **event** before the **period of insurance** starts unless specifically stated otherwise;
- ▼ for any **loss** or **damage** caused intentionally or recklessly by you, or any director, business partner, principal, **employee**, or **authorised driver**, or someone acting with your or their express or implied consent;
- ▼ for an **event** that occurs outside Australia or its external territories;
- ▼ **loss**, **damage** or **legal liability** if excluded by any **endorsement**;
- ▼ we will not cover:
 - (a) **personal injury, damage to property, legal liability, loss, damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any **act of terrorism** regardless of any other cause or **event** contributing concurrently or in any other sequence to the **personal injury, damage to property, legal liability, loss, damage**, cost or expense;
 - (b) **personal injury, damage to property, legal liability, loss, damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

We will not pay a claim for loss, damage or legal liability:

- ▼ If another person is, or could have been, liable to compensate you for such **loss, damage** or **legal liability** otherwise covered by this **policy**, but you have agreed with that person either before or after the **loss, damage** or **legal liability** occurred that you would not seek to recover any moneys from that person; or
- ▼ that is caused by or arises from or involves asbestos, asbestos fibres or derivatives of asbestos of any kind.

You are not covered for loss, damage or legal liability if, at the time of an event, your vehicle was:

- ▼ damaged, unsafe or unroadworthy. However, this exclusion will not apply if the damaged, unroadworthy or unsafe condition of your **vehicle**:
 - ▼ did not cause or contribute to the **loss, damage** or legal liability being incurred; or
 - ▼ could not reasonably have been detected by you;
- ▼ being used in a race, contest, trial, test, hill climb or any similar activity;
- ▼ being used on a competition race track, circuit, course or arena;
- ▼ being used for illegal purposes (such as criminal activity) by you or for which you gave encouragement, assistance or consent (either express or implied);
- ▼ carrying passengers for payment or reward unless it was a car pool, child care arrangement or fare paying passenger bus;
- ▼ carrying a greater number of passengers than it was designed for or the driver is permitted to carry by law;
- ▼ conveying, towing, lifting or carrying a load not secured according to law;
- ▼ conveying, towing, lifting or carrying a load in excess of that which it was designed for or is over the legal limit;
- ▼ being used to move **dangerous goods** or substances that pollute or contaminate unless this was done legally;
- ▼ travelling on railway lines; or
- ▼ being operated, transported or driven in an underground mine or mining shaft (but we will cover you if your **vehicle** was being used for open cut mining).

Making a claim

You must comply with the following conditions if an **event** occurs which may lead to or results in a claim. If you do not comply with these conditions, we may:

- ▼ refuse your claim or reduce the amount we pay (to the extent to which we are prejudiced in respect of the claim as a result of your non-compliance); and/or
- ▼ recover from you any costs and/or any monies we have paid; and/or
- ▼ cancel your policy.

You must:

- ▼ Contact our Vero Claims Team as soon as possible on 1300 185 395. We're available 24 hours a day, 7 days a week. Our staff will advise you whether to bring your **vehicle** to one of our assessing centres or take it to a repairer. We can help with any other arrangements necessary to get you back on the road as quickly as possible.
- ▼ Take all reasonable precautions to minimise or prevent further **loss, damage** or injury. For example, if your **vehicle** is **damaged** in an accident, when safe to do so, move it off the road and put on your hazard lights. If you are unsure about what precautions to take to minimise or prevent further **loss, damage** or injury please contact the Vero Claims Team.
- ▼ If someone has stolen, attempted to steal or maliciously damaged your **vehicle**, report it to the police as soon as possible. If we ask, you must provide us with the name of the police officer and police station where you made the report and give us all known details of the **event** including the police report number and a copy of the report if you have it available.
- ▼ If safe to do so, obtain the full names, addresses and phone numbers of all drivers and passengers involved and any witnesses to the **event**. Also obtain the vehicle registration numbers and insurance details of all vehicles involved. If **damage** is caused to any other property, you will need to provide details of the address and owner's names. If due to the circumstances of the accident, you are unable to obtain the above information, please contact us on the number shown above.
- ▼ Give us all reasonable information, documentation and other assistance we need to substantiate and investigate the claim that we request. This may include being interviewed or giving evidence in court as we may reasonably require. If we ask for it, you must provide us with a statutory declaration verifying the details of your claim and any matters connected with it.
- ▼ If you get demands, a notice of prosecution, details of an inquest or similar communications from other parties involved in the **event**, you must tell us as soon as possible. If you delay in telling us, we may not cover any legal or other costs that result from that delay.
- ▼ Tell us your entitlement to Input Tax Credits (ITCs) for your insurance premium if you are registered or should be registered for goods and services tax (GST) purposes. If you do not inform us of your entitlement or the information you give us is incorrect, we will not cover you for any resulting fines, penalties or tax liability you incur.

- ▼ Retain and preserve your **damaged vehicle** and other property for inspection by us or our agent (including a loss adjuster) prior to authorisation of repairs unless repairs are immediately necessary for safety reasons, or to minimise or prevent further **loss, damage or legal liability**.
- ▼ If you carry out **emergency repairs** or choose to use your own repairer, where reasonably practicable and safe to do so, ensure that photographic images of the loss or damage are recorded and can be provided to us so that we can establish the condition of your **vehicle** prior to the repairs. You are required to produce tax invoices or receipts for all costs if we are unable to obtain them directly from the repairer or other provider and we ask you for them.

What you must not do:

- ▼ Admit to anyone else involved in the **event** that it was your fault.
- ▼ Unless we have agreed, negotiate or promise anyone a payment, authorise any repairs (except **emergency repairs** to your **vehicle**, see page 14 for details) or dispose of any **damaged** property.
- ▼ Accept any payment (including **excess** payments) from anyone unless we agree first.

When you make a claim you agree that:

- ▼ You must provide proof of ownership of any lost or **damaged** property. Proof includes things like your **vehicle** log book, sales receipts, registration papers, credit card statements, service records, a valuation or warranty documents.
- ▼ You must let us inspect and, if necessary, move your **vehicle** before repairs begin.
- ▼ You must co-operate and provide us with all reasonable assistance in connection with any claim, including any investigation, negotiation, recovery, defence or settlement of any claim, including doing all things necessary to allow us to take over legal proceedings in the circumstances described in "Our right to recover from those responsible" on page 10.
- ▼ In relation to legal liability claims you make under your **policy**, we have the right and full discretion to conduct claims. If we decide to defend you, settle any claim against you, represent you or try to recover money from the person who caused the **loss or damage**, you must give us all reasonable assistance, co-operation and information we need, including assistance after your claim has been paid. We may engage legal or other representatives to assist in the conduct of a claim.
- ▼ You must allow us to make admission, defend or settle claims on your behalf on terms we consider appropriate.
- ▼ You must allow us to take legal action in your name against another person or entity to recover any payment we have made on a claim before we have paid your claim, or after we have paid your claim, or whether or not you have been compensated or paid in full for your actual **loss**.
- ▼ If we decide to defend you, settle any claim against you, represent you or try to recover money from the person who caused the **loss or damage**, you must give us all the assistance we need, including assistance after your claim has been paid.
- ▼ You must pay any **excess** that applies to a claim under this **policy** in full prior to settlement of that claim. If the **excess** has been requested but remains unpaid, we may:
 - ▼ refuse to settle the claim until full payment of the **excess** has been received; or
 - ▼ deduct the **excess** from the settlement amount we pay.
- ▼ After settling a claim where we have declared your **vehicle** a **total loss**, that **vehicle**, or the salvage of that **vehicle** including any unexpired registration or CTP or MAI insurance, unless otherwise required by law, becomes ours and we are entitled to receive the proceeds from any salvage of the **vehicle**.

Fraudulent claims

If you, or anyone you authorise to act on your behalf, or with your knowledge or consent, makes a claim that is false or causes **loss or damage** deliberately, we may do one or more of the following:

- ▼ refuse to pay the claim;
- ▼ cancel the **policy**;
- ▼ take legal action against you; or
- ▼ do any or all of the above.

Some other circumstances affecting claims – when we may refuse a claim/reduce what we pay/recover costs or monies/cancel your policy

We may refuse to pay a claim or we may reduce the amount we pay you (to the extent to which we are prejudiced as a result of your non-compliance) and/or recover from you any costs and/or any monies we have paid and/or cancel your **policy**, if:

- ▼ you have not complied with your duty of disclosure (see page 7);
- ▼ you:
 - ▼ are not truthful;
 - ▼ have not given us full and complete details; or
 - ▼ have not told us something when you should have, when applying for the insurance, or when making a claim.
- ▼ you have not complied with any conditions of your policy including under “Making a claim”;
- ▼ you do any of the following without us agreeing to it first:
 - ▼ make or accept any offer or payment or in any other way admit you are liable;
 - ▼ settle or attempt to settle any claim; or
 - ▼ defend any claim; or
- ▼ cover is excluded by the **policy**.

If you prevent our right to recover from someone else or if you have entered into a contract or agreement which excludes or limits your right to recover compensation from another person who is liable to compensate you for any **loss, damage** or **legal liability** which is covered by this policy, we will not cover you under this policy for that **loss, damage** or **legal liability**.

If we decide to decline your claim we will give you our reasons in writing. If you wish to dispute our decision, see page 5 for more information.

Claim payment examples

The following claim payment examples are designed to assist in the understanding of some of the important benefits and how claims are calculated. The examples do not cover all scenarios or all benefits and do not form part of your policy terms and conditions. The following should be used as a general guide only. You should consider all examples as each example covers different benefits and scenarios.

Example: Total loss – Market value

A car that has a carrying capacity of not more than 2 tonnes is comprehensively insured for market value. The basic excess is \$500. The vehicle is damaged in an event and the cost of repair is \$20,000. It is a total loss.

The market value is determined as follows:

The vehicle is an 8 year old sedan in poor condition. A motor vehicle guide records the value at \$20,000 for good condition. The market value is \$15,000.

How much we pay		Further information
Market value	\$15,000	The vehicle is a total loss with a market value of \$15,000. In this case the vehicle is a total loss if the complete repair cost exceeds its market value less salvage value.
Less Input Tax Credit	- \$1,364	If you are registered for GST and entitled to an Input Tax Credit we will deduct this entitlement. In this example you are entitled to a full Input Tax Credit (100%).
Less excess	- \$500	Only the basic excess applies in this example. We deduct this from the amount we pay to you.
Total claim	\$13,136	We would normally pay this amount directly to you in a total loss situation.

If the vehicle in the above example was less than 2 years old at the time of the event, instead of paying the claim above you can choose to accept a replacement vehicle including similar accessories and parts plus on-road costs e.g. registration, compulsory third party, pre-delivery. You must pay the excess to the dealership that has provided the replacement vehicle or us.

If the vehicle salvage is valued at \$1,000, the salvage becomes our property and we are entitled to keep the \$1,000 proceeds of its sale plus any registration and compulsory third party (CTP) or motor accident injuries (MAI) insurance refund. This does not affect the calculations above unless you obtain these refunds directly in which case we will deduct these costs from the total claim above.

Example: Total loss – Agreed value

A utility that has a carrying capacity of not more than 2 tonnes is comprehensively insured for an agreed value of \$45,000. The vehicle is damaged in an accident that was not your fault and you have identified the at fault party and provided all their details that we require.

The cost of repair of your vehicle is \$40,000 and it is a total loss. The vehicle is not subject to finance. The basic excess is \$500

How much we pay		Further information
Agreed value	\$45,000	The vehicle is a total loss with an agreed value of \$45,000. In this case the vehicle is a total loss since the complete repair cost exceeds its agreed value less salvage value.
Less Input Tax Credit	\$0	We do not deduct any Input Tax Credit when your vehicle is comprehensively insured for agreed value.
Less excess	\$0	No basic excess applies in this example as the accident was not your fault and you have provided all the details of the at fault party that we require.
Total claim	\$45,000	We would normally pay this amount directly to you in a total loss situation, unless your vehicle is subject to finance.

If the vehicle salvage is valued at \$10,000, the salvage becomes our property and we are entitled to keep the \$10,000 proceeds of its sale plus any registration and compulsory third party (CTP) or motor accident injuries (MAI) insurance refund. This does not affect the calculations above unless these refunds are paid to you directly in which case we will deduct these costs from the total claim above.

Example: Partial loss – Repair

A car that has a carrying capacity of not more than 2 tonnes is comprehensively insured for market value in this case. The basic excess is \$500. The vehicle is stolen and subsequently recovered, damaged, 10 days later. The cost of repairs is \$5,500.

How much we pay		Further information
Damage to vehicle	\$5,500	In this case the vehicle is repairable as the cost of repairs is significantly less than the market value.
Less excess	- \$500	Only the basic excess applies in this example. Normally you pay the excess directly to the repairer.
Total claim	\$5,000	We would normally pay this amount directly to the repairer in a partial loss situation.

If personal effects to the value of \$350 are also stolen during the theft:

Plus personal effects	+ \$350	Even though you may be registered for GST and entitled to an input tax credit (ITC), the amount we pay you for personal effects will include GST. Personal effects cover is limited to \$1,000 per event if the vehicle is a car, 4WD, utility or van of not more than 2 tonne carrying capacity. This extra cover's sub-limit is in addition to the market value limit of the vehicle.
Less input tax credit	\$0	We do not deduct an input tax credit from payments for personal effects.
Total claim	\$5,350	We normally pay the \$350 for personal effects to you (and the remaining \$5,000 directly to the repairer).

If a replacement vehicle of a similar type for a cost of \$150 per day is arranged by us:

Plus vehicle hire cost	+ \$1,500	The cost per day times the number of days from the date of theft until the date of recovery is 10 x \$150. This benefit has a limit of up to 30 days and we will not pay more than \$3,000.
Total claim	\$6,850	We normally pay the \$1,500 for vehicle hire directly to the hire company (the \$350 to you and the \$5,000 to the repairer).

Example: Underinsurance – Partial loss – Repair

A vehicle has a insured amount declared of \$70,000. The cost of repairs is \$10,000. The market value of the vehicle is \$100,000 and is therefore insured for 70% of its market value. The underinsurance condition applies to the repair costs because it is insured for less than 80% of its market value. The basic excess is \$500.

How much we pay		Further information
Damage to vehicle	\$10,000	In this case the vehicle is safe and economical to repair
After underinsurance	\$8,750	Due to the vehicle being underinsured and the loss being a partial loss, we will pay the same proportion of the loss as the insured amount bears to 80% of the market value of your vehicle (i.e. $\$70,000 / (80\% \times \$100,000 = \$80,000) \times \$10,000 = 7/8 \times \$10,000 = \$8,750$).
Less excess	-\$500	Only the basic excess applies in this example. Normally you pay the excess directly to the repairer.
Total claim	\$8,250	We would normally pay this amount directly to the repairer in a partial loss.
Amount you pay	\$1,750	You pay this amount, usually directly to the repairer, in addition to the excess.

Example: Legal liability

<p><i>A vehicle is insured for Legal Liability Only cover. The vehicle is involved in an accident and the other driver claims that the driver of your vehicle has a legal liability for the accident. The damage to the other vehicle would be assessed by a court at \$12,500. There is a basic excess of \$500 on your policy. The legal costs to defend your legal liability are \$3,000.</i></p>		
How much we pay		Further information
Damage to other vehicle	\$12,500	We normally pay the cost of repairs directly to the third-party claimant.
Less excess	- \$500	Only the basic excess applies in this example. Normally you pay this amount to us.
Plus our legal costs	+ \$3,000	We incur and do not charge you for these costs providing you have paid your excess prior to legal costs being incurred.
Total claim	\$15,000	
<p><i>If the driver of your vehicle was not at fault and the driver of the other vehicle was at fault but was not insured, and you provide us with the details of the other driver. The basic excess is \$500. For the purposes of this example it is assumed that your vehicle is not comprehensively insured:</i></p>		
"Damage by uninsured drivers" Extra Cover	\$4,500	<p>Your vehicle is not covered for own damage because Legal Liability Only cover was purchased. However, the "damage by uninsured drivers" Extra Cover provides limited cover in these circumstances for up to \$5,000.</p> <p>For the purposes of this example, the damage to your vehicle will cost more than its market value of \$4,500. It is not repairable and your vehicle is a total loss.</p>
Less Input Tax Credit (ITC)	- \$409.09	If you are registered for GST and entitled to an Input Tax Credit (ITC) we will deduct this entitlement. In this example you are entitled to a full Input Tax Credit (100%).
Less excess	- \$500	Only the basic excess applies in this example. We deduct this from the amount we pay you.
Less residual value of wreck	- \$500	The remaining value of your damaged vehicle. We deduct this from the amount we pay you.
Total claim	\$3,090.91	We normally pay this directly to you. You will keep the damaged vehicle.

Definitions

Act of terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government or to put the public, or any section of the public, in fear.

Agreed value

The amount we agree to insure your **vehicle** for, as shown on the **schedule**.

Aircraft

Any thing made or intended to fly or move in or through the air or space other than model aircraft with a wingspan less than 1.5 metres.

Assessed quote

An experienced motor vehicle assessor we appoint assesses the quote to make sure it meets industry standards including appropriateness of materials, repair method, labour costs, material costs, safety and overall cost effectiveness of the repairs. The quote may be adjusted or reduced on the recommendation of the assessor.

This assessed quote to repair **damage** to or replace the **damaged** parts of your **vehicle** may be less than what it would cost you to arrange the repairs with your own repairer, or equal to or less than the amount of repairs quoted by your repairer or that you have paid. We are able to secure supplier discounts from our **recommended repairers**.

Authorised driver

A person controlling, driving or using your **vehicle** with your consent.

Contaminants or pollutants

Includes smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants and other contaminants or pollutants.

Contaminants or pollutants do not include **dangerous goods**.

Damage or damaged

Sudden and unforeseen physical damage or destruction.

Damage to property

- ▼ **loss or damage** to or destruction of tangible property including resultant **loss** of use; or
- ▼ **loss** of use of tangible property which has not been physically damaged or destroyed provided such **loss** of use is caused by an **event**.

Dangerous goods

- ▼ substances which are shown in the Australian Code for the Transport of Dangerous Goods by Road or Rail;
- ▼ liquid fuels, liquefied or compressed gases, toxic chemicals, acids, organic peroxides or corrosives;
- ▼ infectious, explosive radioactive or oxidising substances; or
- ▼ substances with a flashpoint of below twenty two point seven degrees celsius (22.7°C).

Electronic data

Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

Emergency repairs

Repairs which are essential for you to be able to drive your **vehicle** safely from an accident or **event** causing **damage**.

Employee or employees

Any person:

- ▼ engaged in the business under a contract of service or apprenticeship, or
- ▼ supplied to you pursuant to a contract of labour hire.

Endorsement or endorsements

A written change or addition we make to your **policy**, such as a change to the cover to meet your needs or to exclude a specific cover we would have normally covered. Any endorsements that apply to your **policy** will be specified in your **schedule**, unless we send you the **endorsement** separately.

Event or events

One incident or all incidents of a series consequent on, or attributable to, one source or original cause.

Excess or excesses

The amount of each and every claim that shall be paid by you, before the application of any limits of your **policy**.

Inexperienced driver

A person who is 25 years or over and has not held a drivers licence for the class of **vehicle** being driven at the time of the **event** for the past 2 consecutive years.

Input Tax Credit

The amount you are entitled to claim as a credit against GST that you have paid.

Insured amount or insured amounts

The relevant amount as specified on the **schedule**.

Loss or losses

Sudden and unforeseen physical loss.

Market value

The amount the market would pay for your **vehicle** or damaged parts that are obsolete. The market value of your **vehicle** takes into account many factors including the age, make, model, kilometres travelled and general condition of your **vehicle** immediately before the **loss** or **damage**. We **may** use recognised industry publications to assist us to calculate the amount.

Partial loss

Your **vehicle** is a partial loss when the **loss** or **damage** is not a **total loss**.

Period of insurance

The period of time specified in the **schedule** during which insurance is provided under your **policy**.

Personal effects

Clothing and personal belongings normally worn or carried but excluding personal computers, laptops, ipad and tablet devices, non-fixed GPS units, musical instruments, curios, works of art, money or credit cards.

Personal injury

Death, bodily injury, sickness, disease, disability, shock, fright, mental injury, mental anguish, or loss of consortium resulting from any of them.

Policy

The insurance contract between the policy holder shown on the **schedule** and us, under which you are covered as a named insured. It consists of this **PDS**, any **supplementary PDS** we may give you, any **endorsements** and your **schedule**.

References to “your **policy**” also means “your interest in the **policy**”.

Product Disclosure Statement (PDS)

PDS is the name of this document and it contains the terms of your insurance cover. It tells you what cover we provide, details of costs and **excesses** and other important information. It should be read together with your **schedule**, any **endorsements** and any **Supplementary PDS** that we give you.

Recommended repairer

A repairer who has been appointed by us as a **recommended repairer** because we have assessed the repairer as capable of meeting our strict standards of quality workmanship, timeliness, efficiency and cost effectiveness.

Replacement vehicle

A **vehicle** which you have bought to replace your **vehicle** which you have sold.

Schedule

The schedule attached to and forming part of the **policy**, or if the **policy** has been renewed the **schedule** issued with the renewal notice.

Substitute vehicle

A vehicle which does not belong to you and which you, your spouse, defacto partner or an **employee** are using while your **vehicle** is not in use because your **vehicle** is unroadworthy or undergoing repair but does not include a hire vehicle.

Supplementary PDS

A document that updates or adds to the information in the **PDS**.

Total loss

Your **vehicle** is a total loss if it is stolen and not recovered within fourteen (14) days of you reporting its theft to us and we accept your claim for theft of your **vehicle**, or your **vehicle** is uneconomical or unsafe to repair, including where the combined repair costs and salvage value are likely to be more than the value of **your** vehicle.

We will also have regard to the law in relation to what is considered a write-off that applies in your State or Territory when determining whether your **vehicle** is to be written off.

Vehicle

The vehicles described on your **schedule**. The following accessories will also be insured if they are attached to or in or on your **vehicle**: baby capsule/car seats – bicycle carriers – binders – bonnet protector – built in refrigerators – built in televisions – bull bar – cargo barrier – CB and/or 2 way radio – chains – cruise control – dash mats – decorative wheel trims – driving lights – fire extinguishers – fixed GPS units – floor mats – gates – headlamp guards – mud flaps – paint protection – panel/rust protection – pinstriping/decals – protective mouldings – ramps – rear louvre sunshade – registration plate covers – ring feeder – seat covers – side steps for a 4WD – signwriting – sleeping box – sound systems (fitted as standard by manufacturer) – spare wheel cover – steering locks – tarpaulins – tools supplied as standard by the **vehicle** manufacturer or similar replacements – tow bars – weather shield – winch. It also includes other **vehicle** accessories or modifications if we have agreed to insure them as part of your **vehicle** and they are shown on your **schedule**.

