



# Commercial Motor Insurance Policy

Product Disclosure Statement

vero 



# Commercial Motor Insurance Policy

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# Welcome to Vero Insurance

Supported by over 180 years of experience, Vero provides market leading insurance products and solutions to businesses of all sizes. From small start-ups right through to some of Australia's largest corporations, our focus is to help you succeed in business.

Through a strong network of brokers, agents and corporate partners, **we** offer insurance products in property, small business, commercial motor, professional indemnity, construction and engineering, liability, travel, marine and personal insurance.

At Vero, **we** cover the risks today so you can focus on your future.

Vero is a member of the Suncorp Group of companies.

## Who is the insurer?

AAI Limited ABN 48 005 297 807 AFSL 230859 trading as Vero Insurance is the insurer and the issuer of this **Product Disclosure Statement (PDS)**.

## How to contact us

You may contact us:

- ▼ through your insurance adviser;
- ▼ by calling us on 13 18 13;
- ▼ via the internet at [www.vero.com.au](http://www.vero.com.au); or
- ▼ by writing to us at:  
Vero Insurance  
GPO Box 3999  
Sydney NSW 2001

# About your insurance policy

This **PDS** is an important legal document that has been designed to help **you** get the most out of **your policy**.

**Your policy** is a legal contract between **you** and **us**. The contract is based on the information **you** gave **us** when **you** applied for the insurance, and any subsequent information which **you** have supplied.

**Your policy** is made up of this **PDS**, any **Supplementary PDS (SPDS)** **we** may send **you**, any **endorsements** and the **policy 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.

The General Policy conditions listed on pages 11 to 12 and General Exclusions listed on pages 37 to 38 apply to the whole **policy**.

Subject to **you** paying the premium by the due date, **we** agree to insure **you** during the **period of insurance**. The commencement date and expiry date of the **period of insurance** is specified in **your policy schedule**.

In this **policy**:

- ▼ **You/your** means the insured named in the **policy schedule**.
- ▼ **We/our/us** means AAI Limited ABN 48 005 297 807 AFSL 230859 trading as Vero Insurance (Vero).

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 on pages 42 to 44 of this **PDS**.

# Your duty of disclosure

Before **you** enter into an insurance contract, **you** have a duty to tell **us** anything that **you** know, or could reasonably be expected to know, may affect **our** decision to insure **you** and on what terms.

**You** have this duty until **we** agree to insure **you**.

**You** have the same duty before **you** renew, extend, vary or reinstate an insurance contract.

**You** do not need to tell **us** anything that:

- ▼ reduces the risk **we** insure **you** for;
- ▼ is common knowledge;
- ▼ **we** know or should know as an insurer; or
- ▼ **we** waive **your** duty to tell **us** about.

## If you do not tell us something

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

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

## Cooling off period

**You** have the right to cancel and return the insurance **policy** or a part of the **policy** by notifying **us** in writing within 30 days of the date cover began or was renewed (“cooling off period”), unless **you** wish to make or have made a claim under the **policy** within the cooling off period. If **you** cancel **your policy** or a part of the **policy** during the cooling off period, **we** will return the amount **you** have paid.

In addition, if **you** vary **your policy** (for example by adding a **vehicle**, adding an **endorsement** or changing the cover type for a **vehicle**), **you** have the right to cancel that variation within 30 days of the date it was made by notifying **us** in writing (“additional cooling off period”) unless **you** make a claim under the **policy** within the additional cooling off period. If **you** cancel the variation during the additional cooling off period, **we** will return the amount **you** have paid for that variation

To cancel **your policy** at other times, please see “Cancelling Your Policy” below.

## Cancelling Your Policy

### How you may cancel

**You** may cancel **your policy** at any time by telling **us** that **you** want to cancel it. The cancellation takes effect on the date **we** receive **your** request. If **you** cancel **your policy**, **we** will refund the proportion of **your** premium for the unexpired **period of insurance** less any non-refundable government charges if the refund is more than \$10.

### How we may cancel

**We** can cancel **your policy** at any time according to law. If **we** cancel **your policy**, **we** will refund the proportion of **your** premium for the unexpired **period of insurance** less any non-refundable government charges if the refund is more than \$10. If **we** cancel **your policy** due to fraud, **we** will not refund any money to **you**.

If **you** pay by monthly instalments and **we** have not received an instalment payment **we** will send **you** a notice in writing regarding **your** non-payment at least 14 calendar days before any cancellation by us for non-payment. If after sending the above notice **we** do not receive the instalment payment, **we** will send **you** a second notice in writing, either:

- ▼ prior to cancellation, informing **you** that **your** Instalment Policy is being cancelled for non-payment; or
- ▼ within 14 days after cancellation by **us**, confirming **our** cancellation of **your** Instalment Policy.

## Privacy statement

AAI Limited, trading as Vero Insurance, is the insurer and issuer of this product, and is a member of the Suncorp Group, which **we** refer to 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, Income Tax Regulations 1936, Tax Administration Act 1953, Tax Administration Regulations 1976, 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 Financial Ombudsman Service Australia 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](http://www.vero.com.au/privacy), or **you** can contact **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 Suncorp Group Privacy 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' below.

### 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](http://www.vero.com.au/privacy)

Speak to us directly by phoning us on 13 18 13

Email: [privacyaccessrequests@vero.com.au](mailto:privacyaccessrequests@vero.com.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.

If **you** have a complaint concerning this product or **our** services, please tell the people who provided **your** initial service or contact **us** by:

▼ Telephone: 1800 689 762

▼ Mail: Reply Paid 1453 Customer Relations Unit RE058  
GPO Box 1453 BRISBANE QLD 4001

▼ Email: [customer.relations@suncorp.com.au](mailto:customer.relations@suncorp.com.au)

### What we will do to resolve your complaint

When **you** first let **us** know about **your** complaint or concern, **we** will review **your** complaint, consider the facts and attempt to resolve it by the end of the next working day.

If **we** cannot resolve **your** complaint to **your** satisfaction within 5 working days, **we** will contact **you** to agree reasonable alternative timeframes. **We** will endeavour to send **you our** decision within 15 working days from the date **you** first made **your** complaint provided **we** have all necessary information and have completed any investigations required.

If **you** are not satisfied with **our** decision, at **your** request **we** will refer **your** complaint to **our** Internal Dispute Resolution (IDR) team. **Our** IDR team will review **your** complaint and endeavour to send **you** their final decision within 15 working days from the date **your** complaint was referred to them. If **our** IDR Team requires further information, assessment or investigation of **your** complaint, they will contact **you** to agree on a reasonable alternative timeframe to resolve **your** complaint.

For more information on **our** complaints handling process, please contact **us**.

### What if you are not satisfied with our IDR decision?

**We** expect **our** procedures will provide **you** with a fair and prompt resolution to **your** complaint. If however **you** are not satisfied with **our** final decision or if **we** have not been able to resolve the complaint to **your** satisfaction within 45 days, **you** may be able to take the complaint to the Financial Ombudsman Service Australia ("FOS").

FOS is an independent external dispute resolution scheme and its service is free to **our** customers.

**You** can contact FOS by:

▼ Telephone: 1800 367 278

▼ Address: GPO Box 3, Melbourne Victoria 3001.

▼ Email: [info@fos.org.au](mailto:info@fos.org.au) or

▼ Website: [www.fos.org.au](http://www.fos.org.au)

FOS will tell **you** if they can help **you**.

**We** agree to accept a FOS determination, however **you** have the right to take legal action if **you** do not accept their determination.

## 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 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](http://www.apra.gov.au)

## General Insurance Code of Practice

**We** 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

▼ Website: [www.insurancecouncil.com.au](http://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 on 13 18 13. **We** will give **you** a free paper copy of any updates if **you** request them. If it becomes necessary, **we** will issue an SPDS or replacement **PDS**.

## Information about the cost of this insurance

The premium is the amount **you** pay **us** for this insurance and is specified in **your policy schedule**. The premium includes stamp duty, the Goods and Services Tax (GST), other government charges and any Fire Services Levy (FSL) that applies. The amount of these taxes and charges will be specified in **your policy schedule**.

If **you** pay by instalments, the instalment amount will be specified in **your policy schedule** as the instalment premium.

The premium does not include any service or administration fee charged to **you** by **your** insurance intermediary.

### 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 or legal liability, fire and theft
Type of vehicle	Low risk vehicle	High risk vehicle
Market or agreed value	Market value	Agreed value
Vehicle accessories/modifications	None specified	Accessories and modifications that increase the risk of insurance
Age of driver(s)	Over 25 years of age	Under 25 years of age
No claim bonus	Higher rating	Lower rating
Vehicle use	Low risk use	High risk use
Sum insured	Lower sum insured	Higher sum insured
Postcode	Low risk postcode	High risk postcode
Claims experience	Low claims experience	High claims experience
Optional insurance	None taken	One or more taken
Voluntary excess	Higher	Lower
Occupation	Low risk occupation	High risk occupation
Endorsements	Reduces our risk or your cover	Increases our risk or your cover
Our expenses of doing business including payments we make to intermediaries	Low expenses	High expenses



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 it means there is a higher chance of **you** making a claim and if so, for how much.

### Why the cost of insurance can change

**Your** insurance premium can change during the **period of insurance** if the circumstances or risks covered by **your policy** change. For example, **your** premium will change if **you** change the use of the **vehicle** or the type of cover.

Also, each time **you** renew **your** insurance **your** premium is likely to change, even if **your** circumstances or the risks covered by **your policy** have not changed. This is because premiums are affected by:

- ▼ the cost of current and future claims;
- ▼ other commercial factors;
- ▼ any changes in government taxes or charges;
- ▼ our expenses of doing business; and
- ▼ whether indexation is specified in **your policy schedule**.

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

### Premium discounts

The discounts **you** qualify for will be included in **your** premium and applied before adding applicable government charges.

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 can change at any time before **you** take out this **policy**, or at **your** next renewal. **We** can vary or withdraw a discount at any time. Changes will not affect the premium for an existing **policy** during its current **period of insurance**.

## Information about excesses payable

An **excess** is **your** contribution to the cost of a claim for **loss, damage** or **legal liability**. If **you** make a claim, **we** will tell **you** if **you** need to pay an **excess**. **You** may be required to pay one or more **excesses**. For example, Additional Benefits may have their own **excess** which may be in addition to any **excess** that may apply to a claim. The amount and description of each **excess** (other than the basic **excess**) and the circumstances in which they are applied is shown on pages 35 to 36 of this **PDS**. The amount of the basic **excess** will be specified in **your policy schedule**.

**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**;
- ▼ any voluntary **excess** that **we** may allow **you** to choose;
- ▼ 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;
- ▼ the place where **your vehicle** is garaged;
- ▼ **your** previous insurance and claims history; and
- ▼ Optional Insurances and **endorsements** that apply to **your policy**.

## Paying your premiums

**You** can pay in one annual payment or, if **we** agree, by instalments.

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

**You** must pay the premium and other charges by the due date to obtain this insurance cover.

Any payment reminder **we** send **you** does not change the expiry or due date, unless **we** tell **you** otherwise. If **you** do not pay the premium and other charges in full, **we** may reduce the **period of insurance** so it is in line with the amount **you** paid.

Where **you** do not pay **your** premium by the due date for the first **period of insurance** with **us**, **we** can cancel **your policy** as set out in 'Cancelling Your Policy' on page 3. Where **you** do not pay the premium for renewal by the due date, then the renewal **policy** will not commence and **your** cover will end at the expiry of the previous **period of insurance**.

If **we** accept **your** late payment, **we** may recommence **your** cover from the date **we** received **your** payment. If so, **you** will not have any cover from the expiry of the previous **period of insurance** until the date of payment.

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

- ▼ 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.
- ▼ results in a premium increase, **you** will have to pay the amount by which **your** premium has increased by the due date to obtain the varied insurance cover.

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

In addition to the premium, **we** will charge **you** an amount on account of GST.

**You** must inform **us** of the extent to which **you** are entitled to an input tax credit for **your** premium and each time **you** make a claim under **your policy**. No payment will be made to **you** for any GST liability that **you** may have on the settlement of a claim if **you** do not inform us of **your** entitlement or correct entitlement to an input tax credit.

GST has an impact on the way in which claim payments are calculated under **your policy**. **We** will calculate the amount of any payment **we** make to **you** having regard to **your** GST status. **Our** liability to **you** will be calculated taking into account any input tax credit to which **you** are entitled for any acquisition which is relevant to **your** claim, or which **you** would have been entitled were **you** to have made a relevant acquisition.

In respect of **loss** or **damage** to **your vehicle**, if **we** decide **your vehicle** is a **total loss** due to an **event** and **your policy schedule** shows that it is insured for **agreed value**, **we** will not deduct any input tax credit entitlement from the amount of the **agreed value** specified in **your policy schedule**.

If, for example, **we** make a cash payment to **you** for the purchase of goods or services for which **you** are entitled to claim an input tax credit, **we** will only pay **you** an amount equal to **your** net cost – i.e. **your** cost after claiming input tax credits. In all other circumstances **our** liability to **you** will be calculated taking into account any input tax credit to which **you** are entitled for any acquisition which is relevant to **your** claim, or to which **you** would have been entitled were **you** to have made a relevant acquisition.

Where **you** are not entitled to an input tax credit on **your policy** premium, all **insured amounts, limits of liability**, sub limits and the amounts **we** pay stated in **your policy** are GST inclusive (unless **your policy** states otherwise). Where **you** are entitled to an input tax credit on **your policy** premium, all **insured amounts, limits of liability**, sub limits and the amounts **we** pay stated in **your policy** are exclusive of GST to the extent of **your** input tax credit entitlement.

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 have been taken into account) which is to be insured and calculate and advise to **us** 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.

## Transfer of interest

No interest in this **policy** can be transferred without **our** written consent.

## Other interests

Except where expressly stated in the **policy**, **we** will not insure the interests of any third party beneficiary unless **you** have notified **us** in writing of such interest, and **we** have agreed to record that interest in writing on **your policy schedule**. All third party beneficiaries must comply with all terms and conditions of **your policy**, including without limitation, the requirement to notify **us** and give **us** details of any other insurance that insures any risk insured by this **policy**.

If a third party beneficiary's interest is not recorded, cover will not be extended to their interest and they will not be able to make a claim under this **policy**.

## No Claim Bonus (Comprehensive Cover only)

A No Claim Bonus recognises **your** good driving and claims history record where **you** are insured for Comprehensive Cover.

**Your policy schedule** will show the type of No Claim Bonus **you** are entitled to (if any), and **your** premium will be charged accordingly.

### How you earn a No Claim Bonus

If **you** are not entitled to a maximum No Claim Bonus, **you** will earn an entitlement to a bonus for the next **period of insurance** if there have been no claims that fall within the definition of a **penalty claim**.

The following will apply if **you** qualify for a No Claim Bonus:

For sedans, station wagons, 4 wheel drives or goods carrying **vehicles** with a carrying capacity of 2 tonne or less:

Year	Existing bonus	Renewal bonus
1st year	0%	25%
2nd year	25%	45%
3rd year	45%	55%
4th year	55%	65%
Subsequent years	65%	65%

For all other **vehicles**:

Year	Existing bonus	Renewal bonus
1st year	0%	20%
2nd year	20%	30%
3rd year	30%	40%
4th year	40%	50%
Subsequent years	50%	50%

### Protected No Claim Bonus

If **you** are entitled to a maximum No Claim Bonus of 65% for sedans, station wagons, 4 wheel drives or goods carrying **vehicles** with a carrying capacity of not more than 2 tonnes, **we** may allow **you** to have the option when **you** first take out the **policy**, or upon renewal, to protect **your** No Claim Bonus for that **vehicle**. An additional premium is payable to extend the **policy** to include this option.

### How making a claim could affect your No Claim Bonus

#### If you do not lodge a penalty claim

If **you** did not lodge a **penalty claim** during the **period of insurance**, then **your** No Claim Bonus will not be detrimentally affected at renewal of **your policy**.

#### Windscreen claims

When **you** renew **your policy**, **your** No Claim Bonus will not be affected by any windscreen or window glass claim **you** make.

#### Other claims

When **you** renew **your policy**, **we** reduce **your** No Claim Bonus for each **penalty claim** **you** have made during the **period of insurance** unless **you** have selected Optional Insurance 3 – 'Protected No Claim Bonus'.

If **you** have selected Optional Insurance 3 – 'Protected No Claim Bonus' for **your vehicle** the subject of a claim, **we** will not count the first **penalty claim** on that **vehicle** during the **period of insurance**.

The amount **we** reduce **your** No Claim Bonus to is set out below:

For sedans, station wagons, 4 wheel drives or goods carrying **vehicles** with a carrying capacity of not 2 tonnes or less:

Your current No Claim Bonus	Following 1 penalty claim	Following more than one penalty claim
65%	45%	Nil
55%	25%	Nil
45%	Nil	Nil
25%	Nil	Nil
Nil	Nil	Nil

For all other **vehicles**:

Your current No Claim Bonus	Following 1 penalty claim	Following more than one penalty claim
50%	30%	Nil
40%	20%	Nil
30%	Nil	Nil
20%	Nil	Nil
Nil	Nil	Nil

# General Policy Conditions

These conditions apply to the entire **policy**.

## Keeping us up to date

During the **period of insurance** and at renewal **you** must tell **us** of any of the following changes:

- ▼ any change in the **business** carried on by **you**, including its permanent discontinuance;
- ▼ **your** interest in the **policy** ceases, including by operation of law;
- ▼ **you** have been declared bankrupt or are unable to pay any debts or liabilities when they are due;
- ▼ **you** or the **business** is placed in administration, voluntary administration, wound up or carried on by an insolvency practitioner or receiver;
- ▼ **you** or any authorised driver have been charged or convicted of a criminal offence in the past 5 years;
- ▼ **you** have been refused insurance or had any insurance cancelled or declined in the past 5 years;
- ▼ details of any conversion or modification to **your vehicle** made by someone other than the manufacturer. For example, if **you** give **your vehicle** wider tyres or wheels, or lower its suspension;
- ▼ if there is anyone under the age of 25 years who is likely to be a regular driver of the **vehicle**; or
- ▼ change of **your** address, **your vehicle**, **your vehicle's** garage postcode or the way **you** use **your vehicle**.

**You** must immediately notify **us** of any other changes that may increase the risk insured under **your policy**. If **we** agree to the changes **you** tell **us** about, **we** will confirm this in writing. In some cases, **we** may only agree to continue to insure **you** under this **policy** if **you** agree to pay **us** an additional premium.

Further, **you** must tell us at the commencement of **your policy** and at each renewal if **you** or any authorised driver of **your vehicle** has within the past 5 years:

- ▼ had a licence endorsed, suspended or cancelled; or
- ▼ had any convictions relating to alcohol, drugs, a motor offence or infringement (but not parking fines).

## Taking care and reducing risk

**You** must:

- ▼ take all reasonable steps to prevent or minimise **loss** of, or **damage** to, **your vehicle**;
- ▼ take all reasonable care to prevent or minimise injury to another person or **damage** of another person's property;
- ▼ comply, within a reasonable time that **we** will specify, with any request made by **us** for the protection or improvement of **your vehicle** or to reduce the likelihood of **personal injury**, **loss** of or **damage to property**;
- ▼ comply with all laws and safety requirements imposed by any authority or by state or national legislation; and
- ▼ keep all **vehicles** in a roadworthy condition.

## Other insurance

**You** must notify **us** of any other insurance policy that insures any risk insured by this **policy** and provide **us** with the details of the other insurance.

## Changes in or waivers of the policy

No changes in the **policy** will be valid unless agreed in writing by **us**.

No waiver of any requirements of this **policy** shall be valid unless it is given to **you** in writing.

## Multiple insured parties

Except as otherwise expressly stated, where there is more than one person or organisation insured under this **policy**:

- ▼ any notice given by us under this **policy** to any one of **you** specified in the **policy schedule** will be deemed to be notice given to all of **you**;
- ▼ any misrepresentation or fraudulent actions or statements made by any person or organisation will be deemed to be made by all of **you**; and
- ▼ any claim made by any person or organisation will be deemed to be a claim made by all of **you**.

## Admitting liability

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

### Rights of recovery

If **you** have suffered **loss** or **damage** as a result of an **event covered**, or partially covered by this **policy**, then **we** have the right and **you** permit **us** to take action or institute legal proceedings against any person, company, organisation or legal entity liable to **you** for the recovery of **your** insured, underinsured or uninsured losses, payments made and expenses in relation to the **event** (Your Loss). Any action or legal proceeding will be commenced in **your** name. **You** must provide **us** with all information and reasonable assistance in the recovery of **Your** Loss, including providing **us** with any documents that prove **Your** Loss.

If **you** have commenced action or instituted legal proceedings against any person, company, organisation or entity legally liable to **you** for **Your** Loss, **we** have the right and **you** permit **us** to take over and continue that action or legal proceeding. **You** must provide **us** with all information and reasonable assistance in the recovery of **Your** Loss, including providing **us** with any documents that prove **Your** Loss.

Where recovery of Your Loss forms part of any representative proceeding which has not been instituted under **our** instructions, **we** have the right and **you** permit **us** to exclude **Your** Loss from that representative proceeding for the purpose of including Your Loss in a separate representative proceeding which is or will be instituted under **our** instructions (Our Representative Proceeding). **You** must provide **us** with all information and reasonable assistance in the recovery of **Your** Loss as part of Our Representative Proceedings, including providing **us** with any documents that prove **your** Loss.

**You** must not enter into any agreement, make any admissions or take any action or step that has the effect of limiting or excluding **your** rights to recover **Your** Loss without first obtaining our approval to do so.

### Subrogation Agreements

If another person or organisation is, or could have been, liable to compensate **you** for any **loss, damage, or legal liability** otherwise covered by the **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 money from that person or organisation, **we** will not cover **you** under the **policy** for any such **loss, damage or legal liability**.

# General Claims Conditions

In this section a reference to 'you' also means a reference to an **authorised driver**.

**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 **you**.

**You** must:

- ▼ Contact **our** Vero Claims Team as soon as possible on **1300 888 073**. **We** are 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.
- ▼ Do everything reasonable to limit and prevent further **loss, damage or legal liability**.
- ▼ If someone has stolen, attempted to steal or maliciously damaged **your vehicle**, call the Police immediately. 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**.
- ▼ Obtain the full names, addresses and phone numbers of all drivers and passengers involved and any witnesses to the **event**. **You** will also need to obtain the **vehicle** registration number and insurance details of all **vehicles** involved. If **damage** is caused to building and other property, **you** will need to provide details of the address and owner name(s).
- ▼ Give **us** any information, documentation and other assistance that **we** need to handle the claim. This may include being interviewed. If **we** ask **you** for a statutory declaration verifying the details of **your** claim and any other matters connected with the claim, **you** must provide it.
- ▼ If **you** get demands, a notice of prosecution, details of any legal proceedings, inquest or similar communications from other parties involved in an **event**, **you** must tell **us** immediately. If **you** delay in telling **us**, **we** may not cover any legal or other costs that result from that delay.
- ▼ Tell **us** **your** entitlement to input tax credits (ITCs) for **your** insurance premium if **you** are registered, or are required to be registered for goods and services (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 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**.

What **you** must not do:

- ▼ Unless **we** have agreed, negotiate or promise anyone a payment, authorise any repairs (except emergency repairs to **your vehicle**, see page 18 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 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 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 General Policy Conditions – Rights of Recovery.
- ▼ **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 the assistance **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 admissions, settle or defend claims on **your** behalf on terms **we** consider appropriate.
- ▼ **You** must allow **us** to take legal action in **your** name against another person to recover any payment **we** have made on a claim whether before or after **we** have paid **your** claim, or whether or not **you** have been compensated or paid in full for **your** actual **loss**.
- ▼ **You** must provide proof of **your** ownership of any lost or **damaged vehicle** or property. **We** will decide what is acceptable proof of ownership, however it may include **your vehicle's** log book, receipts, a valuation or warranty documents.
- ▼ **You** must pay any **excess** that applies to a claim under this **policy** in full prior to settlement of that claim. **We** have no liability to **you** under this **policy** until **you** have paid the **excess**. If the **excess** has been requested but remains unpaid, **we** may:
  - ▼ decline to settle the claim until full payment of the **excess** has been received; or
  - ▼ deduct the **excess** from the settlement **we** pay.
- ▼ After settling a claim where **we** have declared **your vehicle** a **total loss**, that **vehicle** including any unexpired registration or CTP insurance, unless otherwise required by law, becomes **ours** and **we** are entitled to receive the proceeds from any salvage of that **vehicle**.

### Fraudulent claims

If **you** or someone acting on **your** behalf makes a false or fraudulent claim, or causes **loss** or **damage** deliberately, **we** may do one or more of the following:

- ▼ refuse to pay the claim;
- ▼ cancel the **policy**; or
- ▼ take legal action against **you**.

### Other circumstances affecting claims

**We** may refuse to pay a claim, or **we** may reduce the amount **we** pay **you** if:

- ▼ **you** have not complied with **your** duty of disclosure;
- ▼ **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** are paying by instalments and at the date of the **event** **you** are claiming for **you** are 14 days (or more) late on paying an instalment;
- ▼ **you** have not complied with any of the conditions of **your policy**;
- ▼ **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 for **loss, damage** or **legal liability**;
  - ▼ settle or attempt to settle any claim; or
  - ▼ defend any claim; or
- ▼ cover is excluded by the **policy**.



# Your cover

## Cover options

There are three (3) different types of cover for **your vehicles**, as detailed below. Not all types of cover are available for all types of **vehicles**. The cover **you** have chosen will be displayed next to each **vehicle** in **your policy schedule** and is detailed below.

Cover option	Description of cover provided
Comprehensive Cover	Part 1 and Part 2 apply
Legal Liability, Fire and Theft Cover	Part 1 and Part 2 apply
Legal Liability Only Cover	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 37 to 38 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** and if **we** agree, there may be an additional premium or a refund of premium.

## Cover for additional vehicles

An additional **vehicle** is a **vehicle** that **you** acquire, purchase or lease (but not hire or borrow) during the **period of insurance**.

**We** automatically provide cover for any additional **vehicle** during the **period of insurance** provided **you** tell **us** about the additional **vehicle** within 30 days of getting it and pay any extra premium **we** request.

If **we** are unable to continue covering the additional **vehicle**, **we** will tell **you** and give **you** five (5) working days from the date **we** tell **you** so that **you** can organise to insure the **vehicle** elsewhere. Cover for the additional vehicle will then end at 4:00pm five (5) days after **we** have told **you** **we** are unable to continue covering the additional **vehicle**.

If **you** have only one (1) type of cover option for **your vehicles**, **we** will automatically provide that cover option for any additional **vehicle** during the **period of insurance** (unless **you** tell **us** **you** want another cover option).

If **you** have **vehicles** insured with **us** for more than one (1) type of cover option, **we** will automatically provide the cover option with the better cover for an additional **vehicle** during the **period of insurance** (unless **you** tell **us** **you** want another cover option).

The **insured amount** of any additional **vehicle** will be its **market value**. However, unless a higher amount is specified in **your policy schedule** for additional **vehicles** or **we** have agreed to insure an additional **vehicle** that is similar for a higher amount, the most **we** will pay for **loss** or **damage** to an additional **vehicle** is:

- ▼ \$100,000 if the additional **vehicle** is a motorcycle, caravan, car, 4WD, utility or van of not more than 2 tonne carrying capacity; or
- ▼ \$300,000 for any other additional **vehicle** type.

The most **we** will pay for **legal liability** arising from the use of an additional **vehicle** is the relevant amount stated in Part 2 of this Policy.

## Cover for two-wheel or box trailers

Additional Benefit 1 – 'Two-wheel or box trailers' provides cover of up to a limit of \$2,000 for **loss** or **damage** to **your** two-wheel or box trailer caused by an **event** during the **period of insurance**. **You** can ask **us** to insure **your** two-wheel or box trailer for more than \$2,000 under **your policy**. If **we** agree, **you** may be required to pay an additional premium.

## Part 1 – Loss 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 or Legal Liability, Fire and Theft 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 the General Exclusions on pages 37 to 38; 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 do not cover:

- ▼ **loss** or **damage** to tyres caused by punctures, bursts, **road** cuts or the application of brakes.
- ▼ **loss** or **damage** due to wear and tear, corrosion, rusting or depreciation.
- ▼ 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 in **your policy schedule**.
- ▼ structural, mechanical, electrical, or electronic failure or breakdown.
- ▼ **loss** or **damage** caused by **you** failing to take reasonable steps 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.
- ▼ **loss** or **damage** to **your vehicle** due to using incorrect fuel or additive.
- ▼ **damage** to **your vehicle's** engine, gearbox or transmission because it was driven in a **damaged** condition after an **event** unless **we** agree that **you** could not reasonably have known that the **damage** was occurring.
- ▼ **loss** or **damage** caused by or arising from any person or organisation who lawfully takes possession of **your vehicle**.
- ▼ **loss** or **damage** caused by an **event** which is not fire, explosion, lightning, theft or attempted theft, if **your vehicle** is insured for Legal Liability, Fire and Theft Cover.

## Extra Covers

If as a result of an **event** we agree to pay a claim under Part 1, we will also pay or provide the following Extra Covers in relation to that claim. We will not pay if the **loss, damage** or **legal liability** is excluded by any of the **policy** exclusions (to avoid doubt, including the exclusions in Part 1, Part 2, the General Exclusions or any **endorsement**).

### 1. New vehicle after total loss

#### ✓ What we cover

This Extra Cover applies when:

- ▼ **your vehicle** is insured for Comprehensive Cover and is a motorcycle, car, 4WD utility or van of not more than 2 tonne carrying capacity, prime mover, trailer or rigid body truck;
- ▼ we decide because of the **event** **your vehicle** is a **total loss**;
- ▼ you are the first registered owner of **your vehicle**;
- ▼ the **loss** or **damage** occurred less than two (2) years from the date of original registration of **your vehicle**;
- ▼ anyone who financed **your vehicle** provides us with written consent; and
- ▼ the new **vehicle** is available in Australia.

When this Extra Cover applies, at **your** choice, we will replace **your vehicle** with a new **vehicle** of the same make, model and series (or if unavailable, a **vehicle** of similar make and model) and pay for the initial registration, compulsory third party insurance, delivery and stamp duty costs for the new **vehicle**.

If a new **vehicle** cannot be agreed between **you** and **us**, we will only pay the original purchase price which **you** 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

This Extra Cover does not apply if:

- ▼ **your vehicle**:
  - ▼ has a stock, tanker or vacuum application;
  - ▼ is a concrete agitator vehicle;
  - ▼ is a garbage compactor;
  - ▼ is a concrete pumping truck or trailer;
  - ▼ is any other specialised rigid **vehicle** body type; or
  - ▼ is insured for **agreed value**.
- ▼ we have made a payment under Extra cover 12 or Extra Cover 13 or Part 1.

If **your vehicle** is a trailer or rigid body truck we do not cover more than 112.5% of the **insured amount** of **your vehicle**.

### 2. Personal effects

#### ✓ What we cover

We will cover 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**.

If the **vehicle**, the subject of the claim is only insured for Legal Liability, Fire and Theft Cover, this Extra Cover will only apply when the **event** is fire or theft.

#### ✗ What we exclude

We will not pay:

- ▼ more than \$1,000 for any one (1) event and \$5,000 for any one (1) **period of insurance**; or
- ▼ for **personal effects** insured under another insurance policy.

### 3. Funeral expenses

#### ✓ What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

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

This Extra Cover will not be reduced by any accident compensation.

#### ✗ What we exclude

**We** will not pay:

- ▼ more than \$10,000 in total for any one (1) **event**.
- ▼ any claim if the driver of **your vehicle** dies:
  - ▼ more than twelve (12) months from the date of the **event**; or
  - ▼ because the driver committed suicide.
- ▼ any claim if **we** have paid an amount under Extra Cover 4 – 'Personal Accident'.

### 4. Personal accident

#### ✓ What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

**We** will pay \$5,000 provided:

- ▼ **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 one or both feet.

**We** will pay the driver.

#### ✗ What we exclude

**We** will not pay:

- ▼ more than \$5,000 in total for any one (1) **event**;
- ▼ any claim if the permanent and total loss happens:
  - ▼ more than 12 months after the **event**; or
  - ▼ because the driver attempted to commit suicide.
- ▼ any claim if **we** have paid an amount under Extra Cover 3 – 'Funeral Expenses'.

### 5. Emergency repairs

#### ✓ What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

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

If **you** need **emergency repairs** **we** give **you** the authority to arrange these matters on **our** behalf. **You** must produce tax invoices and receipts for all costs if **we** ask for them.

#### ✗ What we exclude

For any one (1) **event**, **we** do not cover more than:

- ▼ \$1,000 if **your vehicle** is a motorcycle; or
- ▼ \$3,000 if **your vehicle** is any other type of **vehicle** not specified above.

## 6. Emergency travel

### ✓ What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

**We** will cover the reasonable costs of emergency travel for **you** or the **authorised driver** and any **vehicle** occupants if **your vehicle** is unroadworthy or unsafe to drive following an **event**.

If **you** need emergency travel **we** give **you** the authority to arrange these matters on **our** behalf. **You** must produce tax invoices and receipts for all costs if **we** ask for them.

### ✗ What we exclude

**We** will not pay more than \$2,000 in total for any one (1) **event**.

## 7. Emergency accommodation

### ✓ What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

If **your vehicle** becomes unroadworthy or unsafe to drive following an **event**, **we** will pay the 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**.

If **you** need emergency accommodation **we** give **you** the authority to arrange these matters on **our** behalf. **You** must produce tax invoices and receipts for all costs if **we** ask for them.

### ✗ What we exclude

**We** will not pay more than \$2,000 for any one (1) **event**.

## 8. Removal of debris

### ✓ What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive 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 cover those reasonable costs.

**You** must provide invoices or other proof of payment of costs if **we** ask for them.

### ✗ What we exclude

**We** will not pay more than \$25,000 for any one (1) **event**.

## 9. Vehicle modifications

### ✓ What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

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

### ✗ What we exclude

**We** will not pay more than \$5,000 for any one (1) **event**.

## 10. Towing and storage

### ✓ What we cover

We will cover the reasonable and necessary costs of towing **your vehicle** when as a result of an **event your vehicle** cannot be driven to:

- ▼ our nearest assessing centre;
- ▼ a **recommended repairer** that **we** nominate; or
- ▼ a repairer **we** agree to.

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

### ✗ What we exclude

We do not cover:

- ▼ storage costs for any period after **your** claim is settled; or
- ▼ the costs of towing or storage of **your vehicle** if it is insured for Legal Liability, Fire and Theft Cover and the **event** was not fire, theft or attempted theft.

## 11. Hire vehicle after theft

### ✓ What we cover

We will cover the reasonable cost incurred by **you** of hiring a **vehicle** of a similar make and model to **your vehicle** for up to thirty (30) days if **your vehicle** is stolen and either not found or is found but is not drivable. This cover stops before the thirty (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.

If **you** withdraw **your** claim or **we** refuse to accept it, **you** might have to refund **us** any payments for the hire vehicle **we** have already made.

### ✗ What we exclude

We will not pay:

- ▼ more than \$3,000 for any one (1) **event**.
- ▼ any running costs and extras of the hire vehicle, including paying the deposit, security bond, fuel, excess reduction costs and any upgrade costs.
- ▼ any costs for any period **you** continue to use the hire vehicle after this Extra Cover stops.

## 12. Lease payout – motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity

### ✓ What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

If **we** decide the **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**, less:

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

#### **x What we exclude**

**We** will not pay more than 20% of the **market value** of **your vehicle**.

**We** will not pay any claim under this Extra Cover if:

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

### **13. Lease payout – vehicle other than those referred to in Extra Cover 12**

#### **✓ What we cover**

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover and is not a **vehicle** referred to in Extra Cover 12 of Part 1.

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

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

#### **x What we exclude**

**We** will not pay:

- ▼ more than 12.5% of the **insured amount** of **your vehicle**.
- ▼ any claim under this Extra Cover if:
  - ▼ the **loss** or **damage** to **your vehicle** was caused by fire or theft;
  - ▼ **your vehicle** was purchased via a personal loan or line of credit; or
  - ▼ **we** have replaced **your vehicle** or made a payment under Extra Cover 1 – ‘New vehicle after total loss’ for the same **event**.

# Additional Benefits

If **your vehicle** is insured for Comprehensive Cover, the following Additional Benefits will apply during the **period of insurance**. 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, the General Exclusions or any **endorsement**.

## 1. Two-wheel or box trailer

### ✓ What we cover

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

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

### ✗ What we exclude

We will not pay more than \$2,000 for any one (1) **event**.

We will not pay any claim under this Additional Benefit if **your** two-wheel or box trailer is insured as a separate **vehicle** under **your policy**.

## 2. Locks and keys

### ✓ What we cover

We cover 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 is reasonable grounds to believe so.

### ✗ What we exclude

We will not pay more than \$5,000 for any one (1) **event** and \$10,000 during any one **period of insurance**.

**You** must pay the basic **excess** applicable to **your vehicle** for any claim accepted under this Additional Benefit.

## 3. Hired vehicle

### ✓ What we cover

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

- ▼ do not insure it with the hiring company, **we** will cover:
  - ▼ theft, **loss** of, or **damage** to, that hire vehicle during the **period of insurance**; and
  - ▼ **your** or the **authorised driver's legal liability** for another person's **personal injury** or **damage** to another person's property in the **period of insurance** which **you** or an **authorised driver** cause or incur while driving or in control of the hire vehicle.
- ▼ do insure it with the hiring company for theft, **loss** or **damage** or **legal liability**, **we** will cover 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**.

### ✗ What we exclude

We will not pay more than \$40,000 for the **loss** or **damage** to the hired vehicle or the hire vehicle excess for any one **event**, whichever applies.

**You** must pay **us** an **excess** of \$500 (unless another amount is specified in any **endorsement**) for any claim accepted by **us** under this Additional Benefit.



#### 4. Recovery costs – no damage

##### ✓ What we cover

We cover the reasonable cost of removing **your vehicle** to a place of safety following it becoming immobilised, bogged or stranded in the **period of insurance** even if there is no **damage** to **your vehicle**.

**You** must pay for the recovery costs, after recovery, and provide tax invoices and receipts for all costs if **we** ask for them.

##### ✗ What we exclude

We will not pay

- ▼ more than \$5,000 in total for any one (1) **event**.
- ▼ any claim where **your vehicle** is immobilised, bogged or stranded solely as a result of **vehicle** failure or breakdown.

**You** must pay the basic **excess** applicable to **your vehicle** for any claim accepted under this Additional Benefit.

#### 5. Theft of certain vehicle accessories

##### ✓ What we cover

We cover the reasonable cost to replace any of the following accessories that would normally be attached to or in or on **your vehicle** if they are stolen during the **period of insurance**, even if the theft occurs while they are not attached to **your vehicle** or if they are not shown on **your policy schedule**:

- ▼ Buckets
- ▼ Chain trencher
- ▼ Hammer
- ▼ Laser
- ▼ Pallet forks
- ▼ Post hole borer
- ▼ Ramps Ripper
- ▼ Rock breaker
- ▼ Sweeper

##### ✗ What we exclude

We will not cover these accessories if:

- ▼ **you** do not give us evidence to satisfy **us** that the **insured amount** reflects the **value of your vehicle** plus the accessories; or
- ▼ **you** cannot prove **you** owned the accessories.

**You** must pay the basic **excess** applicable to **your vehicle** for any claim accepted under this Additional Benefit unless **you** have already paid the **excess** applicable to **your vehicle** because it was also stolen in the **event**.

#### 6. Vehicles being test driven by you

##### ✓ What we cover

If a **vehicle** (not exceeding 2 tonne) is being demonstrated to **you** or test driven by **you** or **your authorised driver** during the **period of insurance**, **we** will cover **you** or **your authorised driver's legal liability** for:

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

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

#### **x What we exclude**

We will not pay:

- ▼ more than \$100,000 for theft of, **loss** or **damage** to the demonstration or test driven vehicle;
- ▼ if the demonstration or test driven vehicle is a customer's vehicle or being test driven for the purposes of repair, restoration or modification.

### **7. Non-owned trailer in control**

#### **✓ What we cover**

If **your vehicle** is a prime mover or rigid body truck of 2 tonne carrying capacity or more, **we** will cover the **loss** or **damage** in the **period of insurance** to a trailer **you** do not own, lease or hire when:

- ▼ the trailer was in **your** legal possession or control at the time the **loss** or **damage** occurred; and
- ▼ **you** or an **authorised driver** was using it in conjunction with **your vehicle**.

#### **x What we exclude**

We will not pay:

- ▼ more than \$50,000 for any one (1) **event**, regardless of the number of trailers **your vehicle** may have under its control at the time of the **event**; or
- ▼ for **loss** or **damage** to goods or property being carried by the trailer.

**You** must pay **us** an **excess** of \$2,500 (unless another amount is specified in any **endorsement**) for any claim accepted by **us** under this Additional Benefit. This **excess** is additional to any **excess** payable for **your vehicle**.

## How we settle a claim under Part 1

If **we** agree to pay a claim under Part 1, **we** will either pay **you** for a **partial loss** or a **total loss**.

If **we** agree to pay a claim for **legal liability** under any Additional Benefit in this Part, the "Limits to what we pay" in Part 2 will also apply.

### Total loss

**Your vehicle** is a **total loss** if it is stolen and not recovered after 14 days of **you** reporting its theft to **us** and **we** agree to accept a claim for theft of **your vehicle**, or when **we** decide it is uneconomical or unsafe to repair.

Where **we** decide **your vehicle** is a **total loss** and the conditions applying to Extra Cover 1 – 'New vehicle after total loss' are met, **you** can choose to accept a new replacement vehicle of the same make, model and series as **your vehicle**. If **you** do not choose to accept a new replacement vehicle or Extra Cover 1 – 'New vehicle after total loss' does not apply, **we** will settle **your** claim in one of the following ways:

#### (A) Insured amount

If the **insured amount** of **your vehicle** is specified in **your policy schedule** as having **market value**, **we** will pay **you** the **market value** of **your vehicle**.

If the **insured amount** of **your vehicle** is specified in **your policy schedule** as a dollar amount, **we** will pay **you** the lesser of the dollar amount or **market value** of **your vehicle**.

Where **your vehicle** is not specified in **your policy schedule** (because it is an additional **vehicle** as defined in 'Cover for additional vehicles' on page 15), **we** will pay **you** the **insured amount** of **your vehicle**.

The **insured amount** of **your vehicle** includes accessories within the definition of **vehicle** plus any agreed accessory specified in your **policy schedule**.

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

If **we** pay the **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 Insurance for that cover also ends. There will be no refund of the premium for the unexpired **period of insurance**.

#### (B) Agreed value

If the **vehicle** is specified in **your policy schedule** as having **agreed value**, **we** will pay **you** the **agreed value**.

The **agreed value** for **your vehicle** includes accessories within the definition of **vehicle** plus any agreed accessory specified in your **policy schedule**.

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

Any **excess you** must pay is deducted from the **agreed value**.

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 Insurance for that cover also ends. There will be no refund of the premium for the unexpired **period of insurance**.

#### Conditions applicable to (A) and (B)

**We** will deduct any unpaid premium from the amount that **we** pay **you**.

**Your vehicle**, including any unexpired premium, registration and Compulsory Third Party (CTP) insurance, unless the law requires otherwise, becomes **our** property when **we** pay **you** for the **total loss**. If **we** ask, **you** must provide **us** with reasonable assistance to collect any unexpired registration and CTP insurance. Where **you** are entitled or required by law to obtain a refund for unused registration or CTP insurance, **we** will deduct those amounts from what **we** pay **you** for the **total loss**.

If another party (e.g. a bank) has a legally valid interest in **your vehicle** which is recorded in your **policy schedule** and **your vehicle** 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.

When **we** replace **your vehicle** or pay **you** for the **total loss**, **your vehicle** salvage becomes **our** property.

If another party is entitled to the salvage of **your vehicle**, then **we** will pay **you** or them the amount covered, less **our** estimate of the salvage value, any **excess** and unpaid premium. For example, this could occur if **you** had purchased **your vehicle** not knowing that it was used as security on a financial agreement involving the previous owner. This means the credit provider may be entitled to the salvage of **your vehicle**.

For an example of how **we** settle a **total loss** claim, see pages 39 and 40 of this **PDS**.

### Partial loss

Where **we** decide **your vehicle** is a **partial loss**, **we** will decide if **we**:

- ▼ repair the **damage**;
- ▼ replace the **damaged** parts of **your vehicle**; or
- ▼ pay **you** what it would cost **us** to repair the **damage** or replace the **damaged** parts of **your vehicle**.

If **we** settle **your** claim by paying **you** what it would have cost **us** to repair the **vehicle**, **we** can reduce the amount of cover to reflect the lower value of that **vehicle** in its damaged condition.

For an example of how **we** settle a **partial loss** claim, see page 40 of this **PDS**.

### Choice of repairer

**We** can arrange the repair of **your vehicle** with a **recommended repairer** if one is available, or alternatively **you** can choose **your** own repairer and arrange repairs with them. Where **we** are able to provide **you** with access to one of **our recommended repairers**, **we** will offer **you** a choice 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 or in **your** area. 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 it was immediately before the **event**;
- ▼ authorise only the use of new parts or parts which are consistent with the age and condition of **your vehicle** (which may include using non-genuine and/or recycled parts);
- ▼ 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, window glass or radiator and air conditioning parts replacement. In the case of radiators and air conditioning systems, parts produced by genuine parts suppliers may be used;
- ▼ only pay the **market value** of damaged parts **we** consider to be obsolete;
- ▼ 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);
- ▼ replace damaged windscreen or window glass with glass which may not be produced by the original manufacturer but will meet Australian Design Rules; and
- ▼ guarantee the quality of materials and workmanship in respect of the repairs for the life of the **vehicle**. See 'Lifetime guarantee for repairs' below.

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, **we**:

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

**We** are not responsible for any costs or losses 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.

### Contribution to repair work

**You** may have to contribute to the cost of replacing or repairing tyres, engines, accessories, paintwork, bodywork, radiators, batteries, interior trims, or caravan annexes affected by wear and tear or rust and corrosion. How much **you** are required to pay will depend on how worn **we** consider these items were when the **damage** happened.

If **you** do not agree to pay these amounts **we** will pay **you** the **reasonable repair cost** less any contribution charges.

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

### 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 described in 'Choice of repairer' above. If **you** are concerned about the quality of the repairs to a **vehicle**, **you** must contact **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, in **our** opinion, it would not be safe or economical to carry out the rectification work required, **we** will declare the **vehicle** a **total loss** and pay you an amount under (A) – 'Insured Amount' or (B) – 'Agreed Value' (see page 25), whichever applies to **your vehicle**.

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

### 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 **event**, **your vehicle** was insured for less than 80% of its **market value** and **we** decide **your vehicle** is:

- ▼ a **total loss**, **we** will not apply this underinsurance condition; or
- ▼ 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**.

In assessing the amount **we** pay, prime movers and attached trailers and dollies are regarded as separate and distinct insured **vehicles**.

This underinsurance condition does not apply if **your vehicle** is a motorcycle, 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 an Australian court or a court of an Australian external territory finds, or **we** accept, that:

- ▼ **you**;
  - ▼ an **authorised driver**;
  - ▼ a passenger in **your vehicle**; or
  - ▼ **your** employer, principal or **business** partner;
- are legally responsible to pay compensation for:
- i. **loss** of, or **damage to property**, owned or controlled by someone else; or
  - ii. **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),

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

**We** will pay a claim for **legal liability** made against the persons named above as described in ‘What we cover’ if:

- ▼ the **event** giving rise to that **legal liability** is not expected or intended;
- ▼ it is not excluded by anything under what ‘What we exclude’;
- ▼ it is not excluded by the General Exclusions on pages 37 and 38; and
- ▼ is not excluded by any **endorsement**.

#### ✓ What we cover

**We** will cover **legal liability** if the **event** that gives rise to the **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** or the **authorised driver’s** permission while travelling or getting in or getting out of **your vehicle**.

## x What we exclude

We will not cover **legal liability**:

- ▼ for anything excluded by any other “We do not cover” section in Part 1 or Part 2;
- ▼ 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**;
- ▼ for **personal injury** if **you** were or anyone else was required by law to have insurance for compensation, **damages** or similar insurance for injury (e.g. 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** or another of the persons named above in this section cause **your** or their own **personal injury**, or if **you** injure or cause the death of someone who normally lives with **you** or them;
- ▼ arising because **you**, an **authorised driver** of **your vehicle**, a passenger in **your vehicle**, or **your** employer, principal or **business** partner agreed to accept liability;
- ▼ arising from any agreement **you** or anyone insured under this **policy** has entered into, unless **legal liability** would have applied anyway;
- ▼ for **personal injury** if at the time of the **event** **your vehicle** was being used as a show, carnival or festival attraction, parade float or for any similar activity;
- ▼ if at the time of the **event** **your vehicle** was 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;
- ▼ resulting from the use of **your vehicle** if it was unregistered at the time of the **event**, unless **your vehicle** is an unregistered on-site caravan;
- ▼ 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; or
  - ▼ any material containing asbestos or any process of decontamination, treatment or control of asbestos.

For the avoidance of doubt, the above asbestos exclusions only apply to **personal injury** arising in consequence of inhalation or physical exposure to any type of asbestos fibre or its derivative, 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, seepage, dispersal, migration, release or escape of **contaminants** or **pollutants**
  - ▼ into or upon any property, land, the atmosphere, water course or body of water (including ground water); or
  - ▼ caused by any product or physical liquid item that has been discarded, dumped, abandoned or thrown away by **you**, **your employee**, other person under your control or by others.

However this exclusion does not apply to Additional Benefit 1 – ‘Pollution’ of Part 2.

## Extra Covers

We will also pay or provide the following Extra Covers.

We will not pay if the claim is excluded by anything in the applicable 'What we exclude' section, anything in any other 'What we exclude' section in Part 1 or Part 2 of the **policy**, the General Exclusion or any **endorsement**.

### 1. Damage by uninsured drivers

#### ✓ What we cover

If **your vehicle** is insured for Legal Liability, Fire and Theft Cover or Legal Liability Only, **we** cover **loss** of, or **damage** to, **your vehicle** during the **period of insurance** 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 has 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 and **we** agree; and
- ▼ **you** can identify the other vehicle and its driver by providing **us** with their name, residential address, phone number and registration details.

#### ✗ What we exclude

We will not pay more than \$5,000 or the **market value** of **your vehicle** (whichever is less), for **loss** of, or **damage** to, **your vehicle** during any one **period of insurance**.

We will deduct:

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

### 2. Emergency services

#### ✓ What we cover

If **we** agree to pay a claim under Part 1 or Part 2 **we** will cover the reasonable costs and charges levied by the police force or any fire brigade or other authority due to **your vehicle** causing the attendance at the accident site of a member of the:

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



# Additional Benefits

We will also pay or provide the following Additional Benefits for **your legal liability** if the event giving rise to the **legal liability** was not expected or intended.

We will not pay if the **legal liability** is excluded by anything in the applicable 'What we exclude' section, anything in any other 'What we exclude' section in Part 1 or Part 2 of the **policy**, the General Exclusions or any **endorsement**.

## 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 on **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 within Australia or its external territories; 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 within Australia or its external territories.

### ✗ What we exclude

We will not pay:

- ▼ more than \$500,000 during the **period of insurance**; or
- ▼ if the **contaminants or pollutants** are **dangerous goods**.

## 2. Legal liability for unregistered on-site caravans

### ✓ What we cover

If **your vehicle** is an unregistered on-site caravan, **you** are covered for **your legal liability** caused by **your** use or occupation of the unregistered on-site caravan during the **period of insurance** in Australia or its external territories.

### ✗ What we exclude

We will not pay for:

- ▼ amounts **you** must pay which are covered, or should be, by Medicare, workers compensation or another government scheme or arrangement, or private medical insurance; or
- ▼ **loss** or **damage** to the unregistered on-site caravan, unless the caravan is an insured **vehicle** and **we** have accepted a claim for it under Part 1.

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

### ✗ What we exclude

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

## 4. 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 **we** have accepted a claim for it under Part 1.

**You** must pay the **excess** applicable to **your vehicle** for any claim accepted under this Additional Benefit.

## How we settle a claim under Part 2

If **we** agree to pay a claim for **legal liability**, **we** will pay:

- ▼ the compensation;
- ▼ legal costs and expenses if **we** have given our prior written consent to **you** incurring these costs;
- ▼ 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 **your 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 41 of this **PDS**.

### Limits to what we pay

If **we** agree to pay a claim for **legal liability**, the most **we** will pay for all claims arising directly or indirectly from one (1) **event** is \$50 million (unless another amount is specified in **your policy 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 in **your policy schedule**) where **your 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 Additional Benefit 1 – ‘Pollution’ of Part 2.

These amounts include all legal costs and expenses including any covered debris clean-up costs and fire extinguishment costs.

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

These limits are the most **we** will pay even if there are several claims against **you** relating to the one (1) **event**.

## Optional Insurance

We may allow you to choose the following Optional Insurance when requested by you, when you pay any additional premium required. If an Optional Insurance applies to your policy it will be specified in your policy schedule. We will not pay if the loss, damage or legal liability is excluded by any of the policy exclusions (to avoid doubt, including the exclusions in Part 1, Part 2, General Exclusions and 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 a vehicle in any period of insurance. If you have any additional windscreen or window glass claims during the same period of insurance for the same vehicle, the basic excess will apply.

This Optional insurance only applies if your vehicle is a car, utility, 4WD or van of not more than 2 tonne carrying capacity.

### 2. Rental vehicle after accident

#### ✓ What we cover

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

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

For cover applicable to the hire vehicle please refer to Additional Benefit 3 – ‘Hire Vehicle’ and Extra Cover 11 – ‘Hire vehicle after theft’ of Part 1.

#### ✗ What we exclude

We will not pay if your vehicle is anything other than a car, utility, 4WD or van of not more than 2 tonne carrying capacity.

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; or
- ▼ for any other non-rental costs which you may be liable to pay for under a hire agreement.

We will not pay more than \$1,500 for any one (1) event.

### 3. Protected No Claim Bonus

#### ✓ What we cover

Where a penalty claim would affect your No Claim Bonus, it will not be affected for a vehicle provided that you have not made a previous penalty claim for an event occurring in the period of insurance for that same vehicle.

#### ✗ What we exclude

This Optional Insurance does not apply:

- ▼ if your vehicle is anything other than a car, utility, 4WD or van of not more than 2 tonne carrying capacity; and
- ▼ unless you are entitled to a maximum No Claim Bonus for your vehicle.

#### 4. Damage to towed vehicles

##### ✓ What we cover

If **your vehicle** is a registered tow truck, **we** cover all amounts **you** become legally liable to pay for **loss** of, or **damage** to, any vehicle being towed, retrieved or carried by **your vehicle**, in the **period of insurance** in Australia or its external territories.

##### ✗ What we exclude

**We** will not pay:

- ▼ for any one **event**, more than \$150,000 for **loss** of, or **damage** to, any vehicle(s) being towed, retrieved or carried by **your vehicle**, or
- ▼ if **your vehicle** and the vehicle being towed, retrieved or carried are being operated contrary to any law or regulation relating to the use of a tow truck.

## Excess

An **excess** is the amount **you** will have to pay for any claim made under this **policy**, unless stated otherwise. **Excesses** are cumulative. For each **event**, or series of **events** arising from the one (1) 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 specified in **your policy schedule**. The amounts for any other **excesses** (or where the amounts can be found in this **PDS**) are detailed below on page 35 and 36. **You** might have to pay more than one type of **excess** when **you** claim. **You** must pay the **excesses** in full.

**We** will decide if **you** pay the **excess** 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** before taking delivery of the new vehicle.

**You** do not pay any **excess** when **your vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity if:

- ▼ a third party's vehicle is involved in the **event**, and **we** agree the driver of **your vehicle** was not at fault, and **you** can identify the other vehicle and the other driver responsible (by providing **us** with their name, residential address, phone number and vehicle registration details); or
- ▼ no other vehicle is involved in the **event**, and **we** agree the driver of **your vehicle** was not at fault, and **you** can identify another person at fault (by providing **us** with their name, residential address and phone number) and **we** agree that they were at fault.

## Types of excesses

### Basic excess

The basic **excess** is the amount specified in **your policy schedule**.

### Age or inexperienced drivers 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.

If **we** accept a claim where the driver was less than 25 years of age or was an **inexperienced driver**, the following age or **inexperienced driver excesses** will apply to the claim when:

- ▼ the **vehicle** is a car, 4WD, utility or van of not more than 2 tonne carrying capacity:
  - ▼ for drivers under 21 years of age – \$500;
  - ▼ for drivers 21 years of age or older – \$300;
  - ▼ for **inexperienced drivers** – \$250.
- ▼ the **vehicle** is a prime mover and;
  - ▼ the **insured amount** for the prime mover is less than \$100,000 or it is insured for Legal Liability Only – the age or **inexperienced driver excess** is \$2,500 or \$3,500 if the prime mover was towing more than one trailer at the time of the **event**;
  - ▼ the **insured amount** for the prime mover is \$100,000 or more but not more than \$200,000 – the age or **inexperienced driver excess** is \$10,000 or \$15,000 if the prime mover was towing more than one trailer at the time of the **event**;
  - ▼ the **insured amount** for the prime mover is more than \$200,000 – the age or **inexperienced driver excess** is \$25,000 or \$37,500 if the prime mover was towing more than one trailer at the time of the **event**.
- ▼ the **vehicle** is not a car, 4WD, utility, van of not more than 2 tonne carrying capacity or prime mover - the age or **inexperienced driver excess** is \$750.

**You** must pay these age or **inexperienced driver excess** in addition to any other **excess** for **your vehicle** that may be payable. For the purposes of the application of these age or **inexperienced driver excess**, a dolly is considered a trailer.

### Tipping excess

A tipping **excess** applies if **your vehicle** is a trailer or rigid body truck and it is **damaged** while the tipping hoist is partly or fully extended. The tipping **excess** is \$1,000 and **you** pay this in addition to any other **excess** payable for **your vehicle**.

### 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 applicable.

### Endorsement excess

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

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

### Radius excess

A radius **excess** applies if **we** accept a claim for **loss** or **damage** to **your vehicle** or **legal liability** and at the time of the **event**, **your vehicle** was on a journey to or from a destination beyond the maximum radius of operation specified in your **policy schedule** measured from **your vehicle's** garaged postcode specified in your **policy schedule**.

The radius **excess** is:

- ▼ \$500 if **your vehicle** is a truck or bus;
- ▼ \$2,500 if **your vehicle** is a trailer which at the time of the **event** was being towed by a prime mover or \$500 if being towed by a truck; or
- ▼ \$7,500 if **your vehicle** is a prime mover.

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

### Additional Benefit excesses

Please refer to pages 22 to 24 for the amount of any **excess** **you** might have to pay if **you** make a claim under any Additional Benefit in Part 1.

### Application of excess involving trailer and towing vehicle

If a trailer being towed by **your 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 under this **policy**:

- ▼ 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, drug or medication;
  - ▼ had more than the legal limit of alcohol in their breath, blood, urine or saliva as shown by analysis;
  - ▼ refused to take a test for alcohol, drugs or medication; 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. 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**.

- ▼ for theft, **loss** of, or **damage** to, a hire vehicle **you** have insured with the hire company;
- ▼ for any **legal liability** **you** or an **authorised driver** cause or incur in connection with **your** or the **authorised driver's use** of a hire vehicle **you** have insured with the hire company;
- ▼ 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;
- ▼ for theft of or malicious damage to **your vehicle** when anyone insured under this **policy** has not taken reasonable care to prevent this **loss** or damage;
- ▼ for consequential losses (financial and 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 customers 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** have obtained **our** prior written authority to incur these costs;
  - ▼ loss related to stress or anxiety;
  - ▼ 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 **your vehicle's** working life;
  - ▼ loss or costs, including the costs of **your** time to prove **your loss** or **damage** to help **us** with **your** claim;
  - ▼ 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.

- ▼ 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 the cost to repair or replace burnt out electric motors or wiring of appliances in **your** caravan;
- ▼ for **damage** to **your** caravan, caravan annexe, trailer or personal effects caused by biting, chewing or scratching by an **animal** or bird;
- ▼ for **damage** to **your** caravan, caravan annexe or personal effects caused by any tenant;
- ▼ if your unregistered on-site caravan is unoccupied for sixty (60) consecutive days. (If you want cover over 60 days, **you** need to ask **us** for an extension of time and **we** must agree in writing. **We** might charge an extra premium or impose special terms.);
- ▼ for **loss** or **damage** to **your** caravan caused by the sea or rising water, but not rainwater runoff;
- ▼ for **loss** or **damage** or **legal liability** caused or contributed to by or arising from any biological, bacterial, viral, germ, chemical or poisonous **contaminants** or **pollutants** 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 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 under this **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 an **event** that occurs outside Australia or its external territories;
- ▼ if the **event** that is the subject of the claim was caused intentionally, or with reckless disregard for the consequences, by **you**, any **employee**, business partner or **authorised driver** or someone acting with **your** or their express or implied consent;
- ▼ for any **loss, damage or legal liability** directly or indirectly caused by, or arising from, or in consequence of, or contributed to by:
  - ▼ ionising radiations or contamination by radioactivity from any nuclear fuel or waste from the combustion or fission of nuclear fuel; or
  - ▼ the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
- ▼ for any consequence of war or warlike activities which includes invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- ▼ 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 **personal injury, damage to property, legal liability, loss, damage** cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with:
  - ▼ 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; or
  - ▼ any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.
- ▼ if, at the time of an **event**, **your vehicle** was **damaged**, unsafe or unroadworthy. However, **we** will cover **you**, if **you** prove to **our** satisfaction that the 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**;
- ▼ if, at the time of an **event**, **your vehicle** was:
  - ▼ 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 by **you** or an **authorised driver** for any type of illegal purpose;
  - ▼ 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 is allowable according to 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 was designed for or is allowable according to law;
  - ▼ 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).
- ▼ for theft of or **loss or damage** to **your vehicle** caused by vandalism, fire, malicious intent, storm or hail if **your vehicle** is described in **your policy schedule** as Trade Plate, Motor Trade, Driving Risk or Customers Vehicles and at the time of the theft, **loss or damage** occurred **your vehicle** was:
  - ▼ on any premises **you** occupy or control;
  - ▼ on any showground or exhibition ground where **your vehicle** is an exhibit; or
  - ▼ being repaired at any motor repairer or garage.



## Work dollar claim examples

The following worked dollar claim examples are designed to assist in the understanding of some of the benefits in this **PDS** 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. **We** always determine real claim payments on an individual basis, after **we** have assessed each claim.

All amounts are shown in Australian dollars and are GST inclusive unless indicated otherwise. **You** should read the **PDS** and **your policy schedule** for full details of what **we** cover as well as what policy limits, conditions and exclusions apply.

### Example: Total loss – Market value

*A car that has a carrying capacity of not more than 2 tonne is comprehensively insured for market value. The basic excess is \$500. The vehicle is damaged in an event and we assess the cost of repair to be \$20,000. We decide 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 market value at \$20,000 for good condition. We assess the market value to be \$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. We normally decide a vehicle is a total loss if it is unsafe or uneconomical to repair (e.g. the complete repair cost exceeds the market value less salvage value).
Less Input Tax Credit (ITC)	- \$1,364	If you are registered for GST and entitled to an ITC we will deduct this entitlement. In this example you are entitled to a full ITC (100%).
Less excess	- \$500	Only the basic excess applies in this example. We deduct this from the amount we pay to you.
Total claim	<b>\$13,136</b>	We would normally pay this amount directly to you in a total loss situation.
Plus lease payout	\$2,200	If, instead of owning your vehicle outright, your vehicle was purchased under a finance lease and the amount owing was \$17,200 (excluding any payments in arrears and resulting interest), we will pay the difference between the amount owing under the finance arrangement and the market value (\$17,200 - \$15,000). This benefit has a limit of 20% of the market value (\$3,000).
Less ITC	- \$200	In this example you are entitled to a full ITC (100%).
Total claim	<b>\$15,136</b>	We would normally pay the claim directly to your financier and not to you in circumstances of a lease payout. You pay your financier any amounts left owing.

*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 new vehicle including similar accessories and parts plus on-road costs e.g. registration, compulsory third party, pre-delivery. You must pay the excess to the dealership that has provided the new 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 from its sale plus any registration and compulsory third party insurance refund. This does not affect the calculations above unless you obtain these refunds directly in which case we will deduct these amounts from the total claim above.*

### Example: Total loss – Agreed value

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

We assess the cost of repair of your vehicle to be \$50,000. We decide 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. We normally decide a vehicle is a total loss if it is unsafe or uneconomical to repair (e.g. the complete repair cost exceeds the agreed value less salvage value).
Less Input Tax Credit (ITC)	\$0	We do not deduct any ITC 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.
<b>Total claim</b>	<b>\$45,000</b>	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 from its sale plus any registration and compulsory third party insurance refund. This does not affect the calculations above unless you obtain these refunds directly in which case we will deduct these amounts from the total claim above.

### Example: Partial loss – Repair

A vehicle that has a carrying capacity of not more than 2 tonne is comprehensively insured for market value. We assess the market value to be \$10,000. The basic excess is \$500. The vehicle is stolen and subsequently recovered, damaged, 13 days later. We assess the cost of repairs to be \$5,500.

How much we pay		Further information
Damage to vehicle	\$5,500	We normally decide the vehicle is repairable if it is economical and safe to repair.
Less excess	- \$500	Only the basic excess applies in this example. We normally require you to pay the excess directly to the repairer.
<b>Total claim</b>	<b>\$5,000</b>	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	Personal effects cover is limited to \$1,000 per event if the vehicle is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity. The sub-limit of this Extra Cover is in addition to the market value of the vehicle.
<b>Total claim</b>	<b>\$5,350</b>	We normally pay the \$350 for personal effects to you (and the remaining \$5,000 directly to the repairer).

If a hire vehicle of a similar type for a cost of \$100 per day is arranged by us:

Plus vehicle hire cost	+ \$1,700	The cost per day multiplied by the number of days from the date of theft until the date the vehicle is repaired 17 x \$100 (it takes 4 days to repair the vehicle). This Extra Cover has a limit of up to 30 days and we will not pay more than \$3,000 if the vehicle is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.  This Extra Cover would not apply if the vehicle was damaged in an accident. This Extra Cover only applies if your vehicle was stolen.
<b>Total claim</b>	<b>\$7,050</b>	We normally pay the \$1,700 for vehicle hire directly to the hire company (the \$350 to you and the \$5,000 to the repairer).

## Example: Legal liability

*A vehicle is insured for Legal Liability Only. 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.*

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. We normally require you to pay this amount to us before we act on your behalf.
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.
<b>Total claim</b>	<b>\$15,000</b>	

*The driver of your vehicle was not at fault and the driver of the other vehicle was at fault but was not insured. 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 covered for Legal Liability Only.*

'Damage by uninsured drivers' Extra Cover	\$4,500	You are not covered for damage to your vehicle because it is insured for Legal Liability Only. Under Part 2, Extra Cover 1 - 'Damage by uninsured drivers' provides limited cover in these circumstances for up to \$5,000. For the purposes of this example, we assess that the damage to your vehicle will cost more than its market value of \$4,500. We decide your vehicle is a total loss.
Less Input Tax Credit (ITC)	- \$409.09	If you are registered for GST and entitled to an ITC we will deduct this entitlement. In this example you are entitled to a full ITC (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.
<b>Total claim</b>	<b>\$3,090.91</b>	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 specified in **your policy 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.

## Authorised driver

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

## Business or Businesses

The business or businesses specified in **your policy schedule**.

## 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 or unforeseen physical damage or destruction.

## Damage to property

- ▼ loss of or **damage** to or destruction of tangible property including resultant loss of use; or
- ▼ loss of use of tangible property which has not been **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).

## Emergency repairs

Minor 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 **your business** under a contract of service or apprenticeship; or
- ▼ supplied to **you** pursuant to a contract of labour hire.

## Endorsement

A written change or addition made to **your policy**. Any endorsements that apply to **your policy** will be specified in **your policy schedule**, unless **we** send **you** the endorsement separately.

## Event or Events

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

## Excess or Excesses

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

## Inexperienced driver

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

## Insured amount

Means:

- ▼ for a **vehicle** specified in **your policy schedule** – the corresponding **market value** or dollar amount stated in **your policy schedule** for that **vehicle**; or
- ▼ for a **vehicle** that is not specified in **your policy schedule** (because it is an additional vehicle as defined in ‘Cover for additional vehicles’ on page 15) – the **market value** of that **vehicle** unless **we** have agreed to insure the **vehicle** for a different amount.

## Loss or Losses

Sudden and unforeseen physical loss.

## Market value

The amount **we** calculate the market would pay for **your vehicle**. The market value takes into account the age, make, model and condition of **your vehicle** immediately before the **loss** or **damage**. **We** might use recognised industry publications to assist **us** to calculate the amount. If **we** do so, depending on the age of **your vehicle**, **we** may also take into account the kilometres it has travelled.

## Partial loss

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

## Penalty claim

An **event** or claim where **we** consider **you** to be at fault, or a claim where **we** are not able to recover the costs of repairing or replacing **your vehicle**.

## Period of insurance

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

## Personal effects

Clothing and personal belongings normally worn or carried but excluding computers, laptops, iPad and tablet devices, personal navigation equipment, jewellery of any type, unset jewels or stones, musical instruments, curios, works of art, money or payment 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

**Your** insurance contract. It consists of this **PDS**, any **Supplementary PDS** **we** may give **you**, and **endorsements** and **your policy schedule**.

## Policy schedule

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

## 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 policy schedule**, any **endorsements** and any **Supplementary PDS** that **we** may give **you**.

## Reasonable repair costs

The amount **we** will pay when **you** choose **your** own repairer taking into account:

- ▼ **your** repairer’s quote with any adjustments or reduction recommendation by an experienced motor vehicle assessor **we** appoint;
- ▼ the limitations **we** apply when authorising repairs performed by **our recommended repairer** (see ‘Choice of repairer’); and
- ▼ a quote **we** may choose to obtain from one of **our recommended repairers**.

## 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.

## Road

Any surveyed or unsurveyed land dedicated to public use, according to law, as a road (including a footpath or median strip). It also includes a toll road or a bridge which is open to the public and used as a road.

## Substitute vehicle

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

### Supplementary PDS (SPDS)

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

### Total loss

When **your vehicle** is:

- ▼ stolen and not recovered within fourteen (14) days of **you** reporting its theft to **us** and **we** are satisfied that **your** claim is in order;
- ▼ or **we** decide **your vehicle** is uneconomical or unsafe to repair.

### Vehicle

Means:

- ▼ the vehicle(s) specified in **your policy schedule**; or
- ▼ an additional vehicle as defined in 'Cover for additional vehicles' on page 15.

The following accessories will also be insured if they are attached to or are in or on **your vehicle**: baby capsule/ car seat – bonnet protector – built in refrigerator – bull bar – CB and/or 2 way radio – dash mats – decorative wheel trims – driving lights – fire extinguishers – fixed GPS units – fixed roof/ladder racks – floor mats – headlamp guards – mud flaps – paint protection – panel/rust protection – pin striping – decals – protective mouldings – rear louvre sunshade – registration plate covers – seat covers – side steps for a 4WD – sign writing – sound system (fitted as standard by manufacturer) – spare wheel cover – steering locks – tarpaulins – tools supplied as standard by the manufacturer or similar replacement – tow bars – tool boxes (but not the contents of a tool box unless such items are separately included within this definition) – 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 specified in **your policy schedule**.



AAI Limited ABN 48 005 297 807 trading as Vero Insurance  
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