

# Motor Fleet Policy

Product Disclosure Statement



# Motor Fleet Policy

<b>Welcome to Vero</b>	<b>2</b>
About your insurance policy	2
Your duty of disclosure	2
Cooling off period	3
Cancelling your policy	3
Privacy statement	3
Complaints resolution	5
General Insurance Code of Practice	6
Financial Claims Scheme	6
Updating information	6
Information about the cost of this insurance	6
Information about excesses payable	8
Paying your premiums	8
How the Goods and Services Tax (GST) affects this insurance	9
Transfer of interest	9
Other interests	9
Your responsibilities	10
Your cover	11
<b>Part 1 – Loss or damage to your vehicle</b>	<b>12</b>
Extra Covers	13
Additional Benefits	18
How we settle a claim under Part 1	20
Partial Loss -Your choice of repairer (and our parts use policy)	21
<b>Part 2 – Legal liability</b>	<b>23</b>
What your vehicle also means	23
What is legal liability?	23
Extra Covers	25
Additional Benefits	26
How we settle a claim under Part 2	27
<b>Optional Benefit</b>	<b>28</b>
<b>Additional Policy Benefits</b>	<b>29</b>
<b>Application of excess</b>	<b>30</b>
<b>General Exclusions</b>	<b>32</b>
<b>Making a claim</b>	<b>34</b>
<b>Claim payment examples</b>	<b>36</b>
<b>Definitions</b>	<b>39</b>

# Welcome to Vero

Vero is part of a group that can trace its origins back to 1833 in Australia. Since then we have successfully protected our customers personal and business assets by operating with a depth of knowledge and a reputation for promises kept. Built on these solid foundations, Vero now provides dynamic and forward thinking solutions for all our customers. 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 issuer of this **Product Disclosure Statement (PDS)**.

## How to contact us

You may contact us:

- ▼ through your insurance adviser; or
- ▼ alternatively 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 insurance **policy** is made up of this **PDS**, any **Supplementary PDS** we may send you, any **endorsements**, the **agreed schedule of vehicles** and the **schedule**. You should read all these documents together to tell you what we cover, what we exclude, what we pay to settle claims and other important information.

The General Exclusions listed on pages 32 and 33 apply to the whole **policy**.

You must pay the premium and any relevant government charges for the **period of insurance** and comply with all of the **policy** conditions. The commencement date and expiry date of the **period of insurance** is specified in your **schedule**.

In this **policy**:

- ▼ you/your means the policyholder named in the **schedule**.
- ▼ we/our/us means AAI Limited ABN 48 005 297 807 trading as Vero Insurance ('Vero').

Some other words used in this **PDS** have defined meanings. These words are in **bold**. Most of the words we have defined are listed in the "Definitions" section on pages 39 to 41 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 insurance **policy** by notifying us in writing within 30 days of the date it was issued to you ("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.

To cancel 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.

## Privacy statement

AAI Limited trading as Vero Insurance is the insurer and issuer of your commercial insurance product, and is a member of the Suncorp Group, which we 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;
- ▼ Australia Financial Complaints Authority or any other external dispute resolution body;
- ▼ credit reporting agencies;
- ▼ other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;
- ▼ legal and any other professional advisers or consultants;
- ▼ hospitals and medical, health or wellbeing professionals;
- ▼ debt collection agencies;
- ▼ any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, e.g. your mother.

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

### **Overseas disclosure**

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

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

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

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

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

The Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint. You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in 'Contact us' 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: 1300 888 073

Email us at: [claims@vero.com.au](mailto:claims@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

Fax: 1300 767 337

Mail: Reply Paid 1453 Customer Relations Unit RE058  
GPO Box 1453 Brisbane QLD 4001 or

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 on 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 require 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

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

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

You can contact AFCA:

By phone: 1800 931 678

By email: [info@afca.org.au](mailto:info@afca.org.au)

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

By visiting: [www.afca.org.au](http://www.afca.org.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 visiting [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au) or phoning (02) 9253 5100.

## 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 at [www.apra.gov.au](http://www.apra.gov.au) or by calling 1300 55 88 49.

## 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 calling 1300 888 071. We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a **Supplementary PDS** or replacement **PDS**.

## Information about the cost of this insurance

The premium is the amount you pay us for this insurance and is specified in your **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 **schedule**.

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

If Optional Benefit 'Annual Vehicle Declaration' applies to your **policy**, your premium may be adjusted at the end of the **period of insurance**. Depending on the number and/or total **insured amount** of **vehicles** owned and operated by you at the end of the **period of insurance**, you may receive a refund of premium or you may be required to pay us additional premium. See page 28 for further details.

### How various factors may affect your premium

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

Factor	Lowers premium	Increases premium
Type of cover	Legal Liability only	Comprehensive
Type of vehicle	Low risk vehicle	High risk vehicle
Excess	Higher excess	Lower excess
Vehicle accessories	None specified	Items specified
Vehicle use	Low risk use	High risk use
Radius	Smaller radius of operation	Australia wide
Insured amount	Lower insured amount	Higher insured amount
Postcode	Low risk postcode	High risk postcode
Claims experience	Low claims experience	High claims experience
Occupation	Low risk occupation	High risk occupation
Our expenses of doing business including payments we make to intermediaries	Low expenses	High expenses
Endorsements	Reduces our risk or your cover	Increases our risk or your cover

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

## Premium discounts

The discounts you qualify for will be included in your premium and will be 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 offered can change at any time before you take out this **policy**, or at your next renewal. We can vary or withdraw a discount at anytime. Changes will not affect the premium for an existing **policy** during its **period of insurance**.

## Why your premium 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 personal or business circumstances have not changed. This is because premiums are affected by:

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

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

## Endorsements

Some **endorsements** to your **policy** may also affect how your premiums are calculated and when they need to be paid. **Endorsements** that may affect your premium include:

- ▼ Premium Endorsement – Unit Cost: This **endorsement** will adjust your premium at the end of the **period of insurance**. The amount of the adjustment will depend on the number of **vehicles** insured at the beginning of the **period of insurance** compared to the number of **vehicles** insured at the end of the **period of insurance**. This **endorsement** will only apply to the type of **vehicles** specified in your **schedule** with a 'Unit Premium'.
- ▼ Premium Adjustment Endorsement – Rise and Fall: This **endorsement** will adjust your premium during the **period of insurance**. The amount of the adjustment will depend on the movement in the total **insured amount** of your **vehicles**.
- ▼ Premium Adjustment Endorsement – Burning Cost: This **endorsement** will adjust your premium according to the amount of claims we incur during the **period of insurance**. The adjustments will occur on the dates specified as the 'Adjustment Periods' in your **schedule**.
- ▼ Premium Adjustment Endorsement – Claims Experience Discount (CED): You may receive a premium refund on the date specified in your **schedule** provided:
  - ▼ your **policy** is renewed for another 12 months after the end of the **period of insurance**; and
  - ▼ incurred claims for the **period of insurance** do not exceed the threshold as per the formula contained in the Premium Adjustment Endorsement – Claims Experience Discount (CED) specified in your **schedule**.

Other **endorsements** may affect your premium. You should refer to your **schedule** for details of the **endorsements** that apply to your **policy**.

## 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 of the basic **excess** and the age or **inexperienced driver excess** (for all **vehicle** types other than prime movers) is specified in your **schedule**. The amount of each other **excess** (or where the amount can be found in this **PDS**) is shown on pages 30 and 31 of this **PDS**.

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

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

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

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

Some **endorsements** may also affect the amount of an **excess**, when it is paid or impose additional **excesses**. **Endorsements** that affect **excesses** include, but are not limited to:

- ▼ Aggregate Deductible Endorsement. This **endorsement** may impose additional **excesses** if and when any Aggregate Deductible is fully exhausted.
- ▼ Non-accumulative Excess Endorsement. Your **policy** provides that all **excesses** are cumulative. If this **endorsement** applies to your **policy** and your **vehicle** is in articulated configuration at the time of the **event**, the basic **excess** applies to the configuration not each **vehicle** in the configuration.

Other **endorsements** may affect the **excesses**. You should refer to your **schedule** for details of the **endorsements** that apply to your **policy**.

## Paying your premiums

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 receive your payment. If so, you will not have any cover for the period from the due date 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 increase – you will have to pay the amount by which your premium has increased by the due date to obtain the varied insurance cover.
- ▼ results in a premium reduction – we will refund the amount by which your premium has reduced less any non-refundable government charges if the refund is more than \$10.

## 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 that GST amount each time that you make a claim under this **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 **schedule** shows that you have **agreed value** cover, we will not deduct any input tax credit entitlement from the amount of the **agreed value** specified in your **schedule**.

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.

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.

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 your **insured amounts** 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 **insured amounts** on a GST exclusive basis.

If you are either wholly or partially input taxed, you are in a special category under the GST legislation, and will need to advise us your **insured amounts** on a GST inclusive 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 **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**.

# Your responsibilities

You have the following responsibilities under your **policy**.

## Keeping us up to date

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

- ▼ any change in the business carried on by you, including its permanent discontinuance;
- ▼ 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; or
- ▼ you change your address, your **vehicle**, your **vehicle's** garaged postcode or the way you use your **vehicle**.

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

- ▼ declared bankrupt;
- ▼ unable to pay any debts or liabilities as they fell due;
- ▼ placed in administration, voluntary administration or had a receiver appointed;
- ▼ refused insurance or had any insurance cancelled or declined in the past 5 years; or
- ▼ convicted of a criminal offence relating to murder, firearms, arson, alcohol, drugs, burglary, housebreaking, theft, robbery, receiving stolen goods, fraud, criminal or wilful damage or injury or assault to anyone. However, these convictions do not need to be declared if the conviction is more than 3 years old.

## Taking care and reducing risk

You must:

- ▼ take all reasonable steps to prevent **loss** or **damage** to your **vehicle**;
- ▼ take all reasonable care to prevent injury to another person or **damage** to 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 or damage to property**;
- ▼ comply with all laws and safety requirements imposed by any authority or by state or national legislation; and
- ▼ keep all your **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 details of the other insurance.

## Admitting liability

You ('you' also means an **authorised driver**) must not admit to anyone that an **event** was your fault, 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 legal entity 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 proceedings which have 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 Proceeding, 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.

# Your cover

## Cover options

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

Cover option	Description of cover provided
Comprehensive Cover	Part 1 and Part 2 apply
Legal Liability Only	Part 1 does not apply. Part 2 applies.

What we cover is described in the 'What we cover' sections in the following pages. What we do not cover is described in the 'What we exclude' sections in the following pages, the General Exclusions on pages 32 and 33 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 14 working days from the date we tell you so you can organise to insure the vehicle elsewhere. Cover of the additional vehicle will then end at 4:00pm 14 days after we have told you we are unable to continue covering the additional vehicle.

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

The **insured amount** for any additional vehicle will be its **market value**. However, unless a higher amount is specified in your **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 a claim under Part 1 involving an additional vehicle is:

- ▼ \$300,000 if your additional vehicle is a motorcycle, caravan, car, 4WD, utility or van of not more than 2 tonne carrying capacity; or
- ▼ \$500,000 for any other additional vehicle type.

If Optional Benefit 'Annual Vehicle Declaration' applies to your **policy**, the requirement for you to tell us about any additional vehicle within 30 days of you getting it only applies to those vehicles that exceed the 'additional vehicle' limits shown immediately above or any higher limits specified in your **schedule**.

## Cover for two-wheel or box trailers

Additional Benefit 1 – 'Two-wheel or box trailers' provides cover of up to a limit of \$1,000 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 \$1,000 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** or **damage** to your **vehicle** as described under 'What we cover' if:

- ▼ Your **vehicle** is insured for Comprehensive Cover;
- ▼ The **event** which causes the **loss** or **damage** happens during the **period of insurance**;
- ▼ The **loss** or **damage** occurs within Australia or its external territories;
- ▼ The **loss** or **damage** is not excluded by anything under 'What we exclude';
- ▼ The **loss** or **damage** is not excluded by any of the General Exclusions on pages 32 and 33; 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

**loss** or **damage** to tyres caused by punctures, bursts, **road** cuts or the application of brakes (except as covered in Extra Cover 14 – Tyre replacement).

### Vehicle deterioration

**loss** or **damage** due to wear and tear, corrosion, rusting or depreciation.

### Accessories

any **vehicle** accessories other than those:

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

### Failure or breakdown

structural, mechanical, electrical or electronic failure or breakdown.

### Safeguarding your vehicle

**loss** or **damage** caused by you failing to take reasonable steps to protect, prevent or diminish further **loss** or **damage** to your **vehicle** after:

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

### Engine, gearbox and transmission

**damage** to your **vehicle's** engine, gearbox or transmission because it was driven in a **damaged** condition after an **event** unless we agree that you could not reasonably have known that the **damage** was occurring.

### Lawful seizure

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

## Extra Covers

If your **vehicle** has Comprehensive Cover and 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 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** the 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

If your **vehicle** is a prime mover, trailer or rigid body truck we will not cover more than 112.5% of the:

- ▼ **insured amount** of your **vehicle**; or
- ▼ purchase price of your **vehicle** if the Optional Benefit 'Annual Vehicle Declaration' applies to your **policy** and the **vehicle** was newly acquired, purchased or leased during the **period of insurance** and it is not specified in the **agreed schedule of vehicles**.

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; or
  - ▼ is any other specialised rigid vehicle body type;
- ▼ the **agreed value endorsement** applies to your **vehicle**; or
- ▼ we have made a payment under Extra Cover 12 or Extra Cover 13 of Part 1.

## 2. Personal effects

### ✓ What we cover

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

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

### ✗ What we exclude

We will not pay:

- ▼ more than \$1,000 for any one **event** if your **vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity;
- ▼ more than \$2,500 for any one **event** if your **vehicle** is any other vehicle type not specified above; or
- ▼ for **personal effects** insured under another insurance policy.

## 3. Funeral expenses

### ✓ What we 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 benefit will not be reduced by any accident compensation.

### ✗ What we exclude

We will not pay:

- ▼ more than \$5,000 for any one **event**.
- ▼ any claim if the death happens:
  - ▼ more than 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

We will pay \$5,000 if your **vehicle** was being driven by you or any **authorised driver** and, as a direct and sole result of the **event**, the driver:

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

We pay the driver.

### ✗ What we exclude

We will not pay:

- ▼ more than \$5,000 for any one **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

We will pay reasonable costs if you need **emergency repairs** so you can get your **vehicle** to your destination or a repairer after the **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 **event**, we will not pay more than:

- ▼ \$500 if your **vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity; or
- ▼ \$5,000 if your **vehicle** is any other vehicle type not specified above.

## 6. Emergency travel

### ✓ What we cover

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

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 \$2,250 for any one **event**.

## 7. Emergency accommodation

### ✓ What we cover

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

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

If you need overnight 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 \$2,250 for any one **event**.

## 8. Removal of debris

### ✓ What we cover

If you are liable to pay the cost of cleaning up or removing goods that have fallen off your **vehicle** because it was in a collision or it overturned, we will pay those reasonable costs. You 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 **event**.

## 9. Vehicle modifications

### ✓ What we cover

We will pay 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 \$3,000 for any one **event**.

## 10. Towing and storage

### ✓ What we cover

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

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

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

### ✗ What we exclude

We do not cover storage costs for any period after your claim is settled.

## 11. Hire vehicle after theft

### ✓ What we cover

We will pay the reasonable cost of hiring a vehicle of a similar make and model to your **vehicle** for up to 30 days if your **vehicle** is stolen and either not found or is found but is not driveable. This cover stops before the 30 day limit if:

- ▼ 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 if your **vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity;
- ▼ \$10,000 if your **vehicle** is any other vehicle type not specified above;
- ▼ any running costs and extras of the hire vehicle, including paying the deposit, security bond, fuel, upgrade costs or excess reduction costs; or
- ▼ 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

If we decide your **vehicle** is a **total loss**, 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 finance charges or interest for the unexpired term of the financial agreement.

### ✗ 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:

- ▼ the **agreed value endorsement** applies to your **vehicle**;
- ▼ 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**.

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

### ✓ What we cover

If we decide your **vehicle** is a **total loss**, 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 finance charges or interest for the unexpired term of the financial agreement.

### ✗ What we exclude

We will not pay more than 12.5% of the:

- ▼ **insured amount** of your **vehicle**; or
- ▼ purchase price of your **vehicle** where the Optional Benefit ‘Annual Vehicle Declaration’ applies to your **policy** and the **vehicle** was newly acquired, purchased or leased during the **period of insurance** and it is not specified in the **agreed schedule of vehicles**.

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

- ▼ the **agreed value endorsement** applies to your **vehicle**;
- ▼ 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 replaced your **vehicle** or made a payment under Extra Cover 1 – ‘New vehicle after total loss’ for the same **event**.

## 14. Tyre replacement

### ✓ What we cover

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

### ✗ What we exclude

We will not pay:

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

# Additional Benefits

If your **vehicle** has Comprehensive Cover the following Additional Benefits will apply during the **period of insurance**.

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 2, the General Exclusions or any **endorsement**).

## 1. Two-wheel or box trailer

### ✓ What we cover

When your two-wheel trailer or box trailer is not listed in the **agreed schedule of vehicles** and is attached to or being towed by your **vehicle**, we will cover **loss** or **damage** to your trailer caused by an **event** during the **period of insurance**.

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

### ✗ What we exclude

We will not pay more than \$1,000 for any one **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 will pay the cost of replacing the keys or re-coding your **vehicle's** locks if, during the **period of insurance**, the keys to your **vehicle**:

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

### ✗ What we exclude

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

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:

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

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

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

### ✗ What we exclude

We will not pay more than \$40,000 for the **loss** or **damage** to the hired vehicle or the hired 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 will pay 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 for any claim under this Additional Benefit.
- ▼ 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 under this Additional Benefit.

#### 5. Theft of certain vehicle accessories

##### ✓ What we cover

If any of the following accessories that would normally be attached to or in or on your **vehicle** are stolen during the **period of insurance**, we will pay the reasonable cost to replace them, even if the theft occurs while they are not attached to your **vehicle** or if they are not specified in the **agreed schedule of vehicles**:

Buckets	Post hole borer
Chain trencher	Ramps
Hammer	Ripper
Laser	Rock breaker
Pallet forks	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 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 is being demonstrated to you or test driven by you or your **authorised driver** during the **period of insurance**, we will cover your or your **authorised driver's legal liability** for:

- ▼ theft, **loss** 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.

##### ✗ What we exclude

We will not pay more than \$100,000 for the theft, **loss** or **damage** to the demonstration or test driven vehicle.

We will not pay if the demonstration or test driven vehicle is a customer's vehicle being driven for the purpose 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 pay for **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** occurs; and
- ▼ you or an **authorised driver** were using it in conjunction with your **vehicle**.

### ✗ What we exclude

We will not pay:

- ▼ more than \$100,000 for any one **event**, regardless of the number of trailers your **vehicle** may have under its control at the time of the **event**;
- ▼ for **loss** or **damage** to goods or property being carried by the trailer; or
- ▼ when your **schedule** shows that this Additional Benefit does not apply to you.

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**.

## 8. Windscreen excess waiver

### ✓ What we cover

If your **vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity, you will not have to pay any **excess** for a windscreen or window glass claim. This includes any incidental **damage** to the bodywork of the **vehicle** as a result of the **damage** to the windscreen or window glass.

### ✗ What we exclude

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

## How we settle a claim under Part 1

If we agree to pay a claim under Part 1, we will decide if we 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 the **agreed schedule of vehicles** as 'market value', we will pay you the **market value** of your **vehicle**.

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

Where your **vehicle** is not specified in the **agreed schedule of vehicles** (because it is an additional vehicle as defined in 'Cover for additional vehicles' on page 11 or Optional Benefit - Annual Vehicle Declaration' applies), we will pay you the **insured amount**.

The **insured amount** of your **vehicle** includes accessories within the definition of your **vehicle** plus any accessories we have agreed to.

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

#### B. Agreed Value

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

The **agreed value** of your **vehicle** includes accessories within the definition of your **vehicle** plus any accessories we have agreed to.

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

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

### 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 **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**, we will pay you or them the **agreed value** or **insured amount** (whichever applies to your **policy**), less our estimate of the salvage value, less any **excess** and unpaid premium.

For an example of how we settle a **total loss** claim, see pages 36 and 37 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 37 of this **PDS**.

### Choice of repairer

We can arrange 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 in your area. If we are unable to provide you with access to one of our **recommended repairers**, we will require you to choose your own repairer.

When 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 standard new vehicle 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 the costs which occur because of delays in delivery of parts. If a part is not available in Australia, we will pay the cost of surface freight from the nearest reasonable source of supply.

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

### **Contribution to repair work**

You may have to contribute to the cost of replacing or repairing tyres, engines, accessories, modifications, paintwork, bodywork, radiators, batteries, interior trims, or caravan annexes affected by wear and tear or rust or 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 costs** less any contribution charges.

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

For an example of how we settle a **partial loss** claim, see page 37 of this **PDS**.

### **Lifetime guarantee for repairs**

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

We will inspect the repair and arrange any necessary rectification work. If, 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 20), 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 **loss** or **damage**, your **vehicle** was insured for less than 80% of its **market value** and we decide your **vehicle** is:

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

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:

- ▼ **loss or damage to property** owned or controlled by someone else; or
- ▼ **personal injury** to another person (but only where the **legal liability** is not covered or capable of being covered by any compulsory third party insurance or public liability insurance),

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** was not expected or intended;
- ▼ it is not excluded by anything under 'What we exclude';
- ▼ it is not excluded by the General Exclusions on pages 32 and 33; and
- ▼ it 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 drivers** permission while travelling or getting in or getting out of your **vehicle**.

#### ✗ What we exclude

We will not cover **legal liability**:

- ▼ 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 or the **authorised driver** of your **vehicle** were legally allowed to carry;
- ▼ for **loss 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);

## x What we exclude (continued)

- ▼ 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;
- ▼ if at the time of the **event** your **vehicle** is being driven or used at, in or on any **aircraft** hangar or any part of an airport or airfield used by **aircraft** for loading, unloading, taxiing, takeoffs or landings;
- ▼ for **personal injury** if at the time of the **event** your **vehicle** is being used as a show, carnival or festival attraction, parade float or for any similar activity;
- ▼ arising from any agreement you or anyone insured under this **policy** enters into, unless **legal liability** would have applied anyway;
- ▼ 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;
- ▼ 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;
  - ▼ any material containing asbestos or any process of decontamination, treatment or control of asbestos;

For the avoidance of doubt, the above asbestos exclusions apply to **personal injury** arising in consequence of inhalation of or physical exposure to any type of asbestos fibre or its derivative, and to any form of **loss** or **damage to property** due to the presence of asbestos.
- ▼ for **personal injury** or **loss** or **damage to property** directly or indirectly arising out of the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **contaminants or pollutants**:
  - ▼ into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water; or
  - ▼ caused by any product or physical or 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.
- ▼ arising from:
  - ▼ removing, nullifying or cleaning up **contaminants or pollutants**; or
  - ▼ preventing the escape of **contaminants or pollutants**.

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 Exclusions or any **endorsement**.

### 1. Damage by uninsured drivers

#### ✓ What we cover

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

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

We only pay if:

- ▼ you show the **event** was the fault of the uninsured driver 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** or **damage** to your **vehicle** arising from any one **event**.

We will deduct:

- ▼ any **excess** that may apply to your **vehicle**, and
- ▼ the residual value of your **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 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 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 do 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.

##### ✗ What we exclude

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

- ▼ a 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 38 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 **event** is \$50 million (unless another amount is specified in your **schedule**) but restricted to:

- ▼ \$1,000,000 for any one **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 **schedule**) where the **vehicle** is being used for the transportation of **dangerous goods** or is attached to, or is towing, a **vehicle** used for the transportation of **dangerous goods**; and
- ▼ \$500,000 during the **period of insurance** in respect of all claims under 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, Additional Policy Benefit or any **endorsement** (both Parts 1 and 2) unless a lower limit is specified in the Benefit, Cover or any **endorsement**.

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

## Optional Benefit

We may allow you to choose the following Optional Benefit. If it applies to your **policy** it will be specified in your **schedule**.

### Annual Vehicle Declaration

#### ✓ What we cover

If Optional Benefit 'Annual Vehicle Declaration' is shown as 'Applicable' in your **schedule**, the definition of **vehicle** is amended to include any vehicle newly acquired, purchased or leased (but not hired or borrowed) by you during the **period of insurance**. The **insured amount** of any such vehicles will be taken to be its **market value**.

You must tell us within 14 days of the end of the **period of insurance** the number and type of **vehicles** (including their **insured amounts**), owned and operated by you on that date.

If at that time the number of **vehicles** owned or operated by you or their total **insured amount** has changed from the number or total **insured amount** declared by you at the beginning of the **period of insurance**:

- ▼ you must pay to us any extra premium applicable for the additional **vehicles** or total **insured amount**, or
- ▼ we will refund to you part of your premium because the number of **vehicles** or their total **insured amount** has reduced.

The amount you pay or we refund to you will be calculated as follows:

50% of the unit premium or unit rate per **vehicle** as specified in your **schedule**, multiplied by the difference in the number of **vehicles** owned or operated by you or their total **insured amount**, whichever the case may be.

For example, if there were 20 **vehicles** declared to us at the beginning of the **period of insurance** and 25 at the end, you will need to pay us an additional premium. If the unit premium shown on your **schedule** is \$750 plus FSL plus GST plus Stamp Duty, you will need to pay us \$1,875 plus FSL plus GST plus Stamp Duty (50% x \$750 x 5 plus government charges).

#### ✗ What we exclude

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**).

We will not cover any **vehicle**:

- ▼ that has an **insured amount** that exceeds the amount shown for 'Cover for additional vehicles' on page 11 of the **PDS**, unless a higher amount is specified your **schedule**;
- ▼ of a type that does not have a unit premium or unit rate specified in your **schedule**;
- ▼ that is not specified in the **agreed schedule of vehicles** and was not acquired, purchased or leased by you during the **period of insurance**.

# Additional Policy Benefits

Your **policy** is extended to include the following Additional Policy Benefits during the **period of insurance**.

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 and any **endorsement**).

## 1. Acquired company vehicles

### ✓ What we cover

We will automatically provide cover under the terms of Part 1 and Part 2 for any vehicle owned or operated by a company or subsidiary formed, purchased or otherwise acquired by you during the **period of insurance** ('**acquired company vehicles**'). The **insured amount** of any **acquired company vehicle** will be taken to be its **market value**.

However, within 30 days of the formation, purchase or acquisition, you must:

- ▼ provide us with full details of all **acquired company vehicles** and their prior claims history, and
- ▼ pay us any additional premium that we require.

If we are unable to continue covering the **acquired company vehicles**, we will tell you and give you 14 days from the date we tell you so you can arrange to insure the vehicle elsewhere.

Cover on the **acquired company vehicles** will then end at 4:00pm, 14 days after we have told you we are unable to continue to cover the vehicle.

### ✗ What we exclude

We will not cover the **acquired company vehicles** if the number of vehicles acquired exceeds 20% of the number of **vehicles** declared by you at the beginning of the **period of insurance**.

Unless we have agreed to a higher amount, the most we will pay for a claim involving an **acquired company vehicle** is:

- ▼ \$300,000 if the **acquired company vehicle** is a motorcycle, caravan, car, 4WD, utility or van of not more than 2 tonne carrying capacity; or
- ▼ \$500,000 if the **acquired company vehicle** is any other type of vehicle not specified above.

# Application of 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 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 **schedule**. The amounts for any other **excesses** (or where the amount can be found in this **PDS**) are detailed below and on page 31 of this **PDS**. 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 vehicle replacement, we may require you to pay the **excess** before taking delivery of the new vehicle.

Provided the basic **excess** applicable to your **vehicle** does not exceed \$2,000, 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 all 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 all 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** for a **vehicle** which is listed in the **agreed schedule of vehicles** is the amount specified in your **schedule**.

If your **vehicle** is involved in an **event** and is not listed in the **agreed schedule of vehicles** due to:

- ▼ Optional Benefit 'Annual Vehicle Declaration applying to your **policy**; or
- ▼ the vehicle is an additional vehicle and the **event** occurred within 30 days of the vehicle being acquired, purchased or leased,

the basic **excess** will be:

- ▼ 1% of the vehicle's GST exclusive purchase price where no **excess** for that type of vehicle is specified in your **schedule**; or
- ▼ the **excess** specified in your **schedule** for that type, category or class of vehicle.

### Age or inexperienced driver excess

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

The age or **inexperienced driver excess** is specified in your **schedule** for all **vehicle** types other than prime movers. When the **vehicle** is a prime mover the following age or **inexperienced driver excesses** will apply to the claim when:

- ▼ 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 more than \$100,000 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**.

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

### 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**.

### Additional Benefit excesses

Please refer to:

- ▼ pages 18 to 20 for the amount of any **excess** you might have to pay if you make a claim under any Additional Benefits in Part 1 of the **policy**; and
- ▼ pages 26 and 27 for the amount of any **excess** you might have to pay if you make a claim under any Additional Benefits in Part 2 of the **policy**.

### **Theft excess**

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

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

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

### **Endorsement excess**

An **endorsement excess** may apply if you have **endorsements** to your **policy**. Any **endorsement excess** applicable to your **policy** will be 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, unless stated otherwise.

### **Radius excess**

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

### **Application of excess involving trailer and towing vehicle**

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

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

# General Exclusions

## You are not covered:

- ▼ for an **event** occurring when your **vehicle** is being driven by, or is in the charge of, someone who:
  - ▼ was under the influence of, or had their judgement affected by, any alcohol, drug or medication;
  - ▼ had more than the legal limit of alcohol or drugs in their breath, blood, urine or saliva, as shown by analysis;
  - ▼ refused to take a legal 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 customs or another lawful authority;
  - ▼ lack of market or lack of any type of performance;
  - ▼ medical expenses not covered by this **policy**;
  - ▼ professional, expert, legal consulting or valuation costs unless you obtained our prior written authority to incur these costs;
  - ▼ loss related to stress or anxiety;
  - ▼ occurring because you cannot use your **vehicle**;
  - ▼ reduction of your **vehicle's** value (including its trade-in or resale value) after being repaired;
  - ▼ reduction of the working life of your **vehicle**;
  - ▼ loss or costs, including the cost of your time (e.g. inconvenience), to prove your **loss** or **damage** or to help us with your claim (e.g. telephone calls, statements, postage);
  - ▼ travel costs or other types of costs because you cannot use your **vehicle**, unless expressly covered elsewhere in this **policy**;
  - ▼ cleaning costs unless expressly covered elsewhere in this **policy**; or
  - ▼ any costs not otherwise covered by your **policy**;

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

- ▼ for **loss** 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 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 **contaminant** or **pollutant** or any looting or rioting following these occurrences (except for any cover provided under Additional Benefit 1 – 'Pollution' of Part 2), or the action taken by a public authority to prevent, limit or remedy the actual or threatened release of any such materials;

- ▼ for theft by anyone who has hired or leased your **vehicle** or who has taken it as security for a debt;
- ▼ for any **loss, damage or legal liability** directly or indirectly caused by or contributed to by or arising from:
  - ▼ ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or fission of nuclear fuel; or
  - ▼ the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
- ▼ for any **loss, damage, personal injury or legal liability** directly or indirectly caused by or contributed to by, or arising from nuclear weapons material or any looting or rioting following these occurrences, or the action taken by a public authority to prevent, limit or remedy the actual or threatened release of nuclear material;
- ▼ 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 any **loss, damage or legal liability** caused by any person or organisation who lawfully destroys or takes away your ownership or control of any property or **vehicle** covered by the **policy**;
- ▼ for any **loss, damage or legal liability** which happens before the **period of insurance** or which arises from an **event** before the **period of insurance** starts unless specifically stated otherwise;
- ▼ for any **loss or damage** caused deliberately, or with reckless disregard for the consequences, by you, or any director, business partner, principal, **employee**, or **authorised driver** or with your express or implied consent;
- ▼ for any **loss, damage or legal liability** resulting from an **event** arising out of the use of your **vehicle** while it is raising, lowering or moving in an operation such that a single load is shared between two or more cranes or lifting devices.
- ▼ for an **event** that occurs outside Australia or its external territories;
- ▼ for **personal injury, damage to property, legal liability, loss, damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:
  - ▼ any **act of terrorism** regardless of any other cause or **event** contributing concurrently or in any other sequence to the **personal injury, damage to property, legal liability, loss, damage**, cost or expense; or
  - ▼ any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.
- ▼ for **loss, damage or legal liability**:
  - ▼ If another person or organisation is, or could have been, liable to compensate you for such **loss, damage or legal liability** otherwise covered by the policy, but you have agreed with that person or organisation 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; or
  - ▼ that is caused by or arises from or involves asbestos, asbestos fibres or derivatives of asbestos of any kind.
- ▼ if, at the time of the **event**, your **vehicle** was damaged, unsafe or unroadworthy. However, this exclusion will not apply if you can 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 the **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 it 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).

## Making a claim

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 Unit as soon as possible on 1300 888 073. We're available 24 hours a day, 7 days a week. Our staff will advise you whether to take your **vehicle** to a repairer or alternatively arrange for an assessment to be completed at either your home or business. 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, legal liability or damage**.
- ▼ 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 numbers and insurance details of all vehicles involved. If **damage** is caused to any other property, you will need to provide details of the address and owner's names.
- ▼ Give us any information, documentation and other assistance we reasonably need to handle the claim. This may include being interviewed. If we ask for it, you must provide us with a statutory declaration verifying the details of your claim and any matters connected with it.
- ▼ If you get demands, a notice of prosecution, details of any legal proceedings, inquest or similar communications from other parties involved in the **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 should be registered for goods and services tax (GST) purposes. If you do not inform us of your entitlement or the information you give us is incorrect, we will not cover you for any resulting fines, penalties or tax liability you incur.
- ▼ Retain and preserve your **damaged vehicle** and other property for inspection by us or our agent (including a loss adjuster) prior to authorisation of repairs unless repairs are immediately necessary for safety reasons, or to minimise or prevent further **loss, damage or legal liability**.

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 15 for details) or dispose of any **damaged** property.
- ▼ Accept any payment (including **excess** payments) from anyone unless we agree first.

When you make a claim you agree that:

- ▼ You must provide proof of ownership of any lost or **damaged 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 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 'Rights of Recovery' on page 10.
- ▼ 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 let us inspect and, if necessary, move your **vehicle** before repairs begin.
- ▼ You must allow us to make admissions, defend or settle claims on your behalf on terms we consider appropriate.
- ▼ You must allow us to take legal action in your name against another person to recover any payment we have made on a claim 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 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 applicable **excess or excesses**. If the **excess** has been requested but remains unpaid, we may:
  - ▼ refuse to settle the claim until full payment of the **excess** has been received; or
  - ▼ deduct the **excess** from the settlement amount we pay.
- ▼ After settling a claim where we have declared your **vehicle** a **total loss**, that **vehicle** 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 the **vehicle**.

### Fraudulent claims

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

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

### Some 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 (see page 2);
- ▼ you:
  - ▼ are not truthful;
  - ▼ have not given us full and complete details; or
  - ▼ have not told us something when you should have, when applying for the insurance, or when making a claim.
- ▼ you have not complied with any conditions of your **policy**;
- ▼ 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**.

## Claim payment examples

The following claims 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 **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 tonnes 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 which we are entitled to apply for by law. 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 tonnes 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.
Total claim	<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 proceeds of 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 tonnes 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.
Total claim	<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.
Total claim	\$5,350	We normally pay the \$350 for personal effects to you (and the remaining \$5,000 directly to the repairer).

If a 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.
Total claim	<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 <b>excess</b>	- \$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 schedule of vehicles

The list of **vehicles** you supply to us and that we have agreed to insure. It includes a detailed description of your **vehicle(s)**, its identification number and the **insured amount** applicable to your **vehicle(s)**.

## agreed value

The amount we agree to insure your **vehicle** for, as specified in the **schedule**.

## aircraft

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

## authorised driver

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

## contaminants or pollutants

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

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

## damage or damaged

Sudden or unforeseen physical damage or destruction.

## damage to property

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

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

## event or events

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

## excess or excesses

The amount of each and every claim that 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 the class of **vehicle** being driven at the time of the **event** for the past 2 consecutive years.

### insured amount or insured amounts

- ▼ for a **vehicle** specified in the **agreed schedule of vehicles** - the corresponding **market value** or dollar amount stated in the **agreed schedule of vehicles** for that **vehicle**; or
- ▼ for a vehicle that is not specified in the **agreed schedule of vehicles** (because it is an additional vehicle as defined in 'Cover for additional vehicles' on page 11 or Optional Benefit - Annual Vehicle Declaration' applies) - 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**. It 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**.

### period of insurance

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

### personal effects

Clothing and personal belongings normally worn or carried but excluding cash, negotiable instruments, tickets, computers, laptops, ipad and tablet devices, personal navigation equipment, jewellery of any type, unset jewels or stones, precious metal (e.g. gold bullion), musical instruments, curios, works of art, 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, any **endorsements**, your **schedule** and the **agreed schedule of vehicles**.

### Product Disclosure Statement (PDS)

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

### reasonable repair costs

The amount we pay when you choose your own repairer taking into consideration:

- ▼ your repairer's quote with any adjustment or reduction recommended by an experienced motor vehicle assessor we appoint;
- ▼ the limitations we apply when normally authorising repairs to a **recommended repairer** (see page 21); 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.

### schedule

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

### substitute vehicle

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

### Supplementary PDS

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

## total loss

When your **vehicle** is:

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

## vehicle

Means:

- ▼ the vehicle(s) specified in the **agreed schedule of vehicles**; or
- ▼ an additional vehicle as defined in 'Cover for additional vehicles' on page 11.

The following accessories will also be insured if they are attached to or in or on your **vehicle**: baby capsule/car seats – bicycle carriers – binders – bonnet protector – built in refrigerators – built in televisions – bull bar – caravan annexe – cargo barrier – CB and/or 2 way radio – chains – cruise control – dash mats – decorative wheel trims – driving lights – fire extinguishers – fixed GPS units – floor mats – gates – headlamp guards – motor cycle helmets, gloves, or associated riding clothes up to a total of \$500 (if we pay a claim covering your motorcycle) – mud flaps – paint protection – panel/ rust protection – pinstriping/decals – protective mouldings – ramps – rear louvre sunshade – registration plate covers – ring feeder – seat covers – side steps for a 4WD – signwriting – sleeping box – sound systems (fitted as standard by manufacturer) – spare wheel cover – steering locks – tarpaulins – tools supplied as standard by the **vehicle** manufacturer or similar replacements – tow bars – weather shield – winch. It also includes other **vehicle** accessories or modifications if we have agreed to insure them as part of your **vehicle** and they are specified in the **agreed schedule of vehicles**.

AAI Limited ABN 48 005 297 807 trading as Vero Insurance  
AFS Licence No. 230859

PDS prepared on 13 February 2019  
V4703 V8 23/05/19 A

