

# Commercial Motor Vehicle Insurance



Product Disclosure Statement

## About TIO

Territory Insurance Office (TIO) is a trading name and division of the insurer Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 which is one of Australia's Largest general insurers.

In this document, Territory Insurance Office (TIO) may also be expressed as "TIO", "We", "Us" or "Our".

Throughout this document "We", "Our", or "Us" refers to the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708 trading as Territory Insurance Office (TIO).

Telephone: 131 846 and website: [tiofi.com.au](http://tiofi.com.au)

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# Introduction

Welcome and thank You for choosing Our Commercial Motor Vehicle Insurance Policy.

## About this insurance

This is an important document. You should read it carefully before making a decision to purchase this insurance.

It will help You to:

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account Your objectives, financial situation or needs. You need to decide if this insurance is right for you and you should read all of the documents that make up the policy to ensure you have the cover you need.

## Summary of the available covers

You can choose from the following three covers:

Cover Type	Description of cover provided
Comprehensive Cover	Section 1. Loss of or Damage to Your Vehicle; and Section 2. Third Party Property Damage Cover – Cover for Your legal liability for loss or Damage to another person's property.
Third Party Fire and Theft	Section 1. Limited to fire and theft; and Section 2. Third Party Property Damage Cover – Cover for Your legal liability for loss or Damage to another person's property.
Third Party Property Damage	Section 2 Only – Cover for Your legal liability for loss or Damage to another person's property.

With each cover option selected, a range of benefits are included. For details of these benefits please refer to the "Benefits of cover available" table on pages 7 to 8.

## Some words have special meanings

Certain words used in the Policy have special meanings. The General Definitions section of this document on pages 9 and 10 contains such terms. In some cases, certain words may be given a special meaning in a particular section of the Policy when used or in the other documents making up the Policy.

Headings are provided for reference only and do not form part of the Policy for interpretation purposes.

## Paying Your Premium – Instalments

If you pay your premium by instalments, you must ensure that they are paid on time. We will notify you if an instalment has not been paid and we will try to deduct the overdue amount along with your next regular payment. If the next attempt to deduct the outstanding amount fails, we will cancel your policy for non-payment. We will send you a notice advising you of cancellation, and cancellation will be effective 14 days from the date on the notice. Refer to the "Conditions of cover" section for important details on your and our rights and obligations.

## Customer Care – Customers Experiencing Vulnerability

We recognise that you may find yourself in difficult circumstances, particularly when a claim event occurs. We have developed a Customer Care process to provide additional support to you if you are experiencing vulnerability due to your circumstances, including personal circumstances that are not directly related to insurance. The Code provides the following examples that may contribute to someone needing customer care:

- age
- disability
- mental health conditions
- family violence
- language barriers
- literacy barriers
- cultural background
- Aboriginal or Torres Strait Islander status
- remote location; or
- financial distress

More information about the customer care we can offer and how we support you is available on our website.

## How We calculate Your premium

The amount of Your premium is determined by taking a number of different matters into account. You can seek a quote at any time.

It is important for You to know that the premium varies depending on the information We receive from You about the risk to be covered by Us. Based on Our experience and expertise as an insurer, We decide what factors increase Our risk and how they should impact on the premium.

The base premium We charge varies according to a number of factors including Your risk profile. Your risk profile is based on a combination of factors that assist in determining the likelihood of a claim occurring in the Policy year and the amount that the claim is likely to cost Us. The factors that make up Your risk profile include Your relevant driving history and driving experience, relevant claims and incident/accident history. Other factors are then taken into account such as where the Vehicle is located, the type of Vehicle being insured and its condition, any modifications, the amount of cover required and excesses selected and relevant insurance, criminal and bankruptcy history.

Factors that increase the risk to Us may result in a higher base premium whilst factors that decrease Our risk may result in a lower base premium.

Your premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST, Emergency Services Levy/ESL) in relation to Your Policy. These amounts will be set out separately on Your schedule of insurance as part of the total premium payable.

In cases where We are required to pay an estimated amount (e.g. for Emergency Services Levies) based on criteria set by the Government, we allocate to the Policy Our estimate of the amount We will be required to pay.

We may over or under recover in any particular year but We will not adjust Your premium because of this. You can ask Us for more details if You wish.

Minimum premiums may apply.

When You apply for this insurance, You will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the schedule, which will be sent to You after the entry into the Policy. If You fail to pay We may reduce any claim payment by the amount of premium owing and/or cancel the Policy in accordance with the process set out in the "How We may cancel this Policy" section.

## Our contract with You

Where We agree to enter into a Policy with You it is a contract of insurance between Us and You (see the definition of You for details of who is covered by this term). The Policy consists of:

- this document which sets out the standard terms of Your cover and its limitations;
- Your Schedule issued by Us. Your Schedule is a separate document, which shows the insurance details relevant to You. It may include additional terms, conditions and exclusions relevant to You that amend the standard terms of this document. Only those sections shown as covered in Your schedule are insured; and
- any other change to the terms of the Policy otherwise advised by Us in writing (such as an endorsement or Supplementary PDS) at or prior to commencement of the Policy or when required or permitted by law. These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together and kept in a safe place for future reference.

We reserve the right to change the terms of the Policy where permitted to do so by law.

Any new or replacement schedule We may send You, detailing changes to Your insurance or the Period of insurance, will become the current schedule, which You should carefully read and retain.

## Your obligation to comply with the Policy terms and conditions

You are required to comply with the terms and conditions of the Policy. Please remember that if You do not comply with any term or condition, We may (to the extent permitted by law and to the extent We are prejudiced by Your non-compliance) decline or reduce any claim payment and/or cancel Your Policy.

If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the Policy.

## Your Duty of Disclosure

Before You enter into a contract of insurance with Us, You have a Duty, under the *Insurance Contracts Act 1984*, to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same Duty to disclose those matters to Us before You renew, extend, vary or reinstate the contract.

This Duty of Disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your Duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- as to which compliance with Your Duty is waived by Us.

## Non-disclosure

If You fail to comply with Your Duty of Disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract, or both.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

## Privacy Notice

This document sets out how we use, collect and disclose personal information about you.

We give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

## How we collect your personal information

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

## Why we collect your personal information

We collect your personal information to enable us to provide our products and services, including to process and settle claims; make offers of products and services provided by us, our related companies, brokers, intermediaries, business partners and others that we have an association with that may interest you; and conduct market or customer research to determine those products or services that may suit you.

You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to our website's privacy section available on our Website which is listed on the back cover.

If you do not provide your personal information we require, we may not be able to provide you with our services, including settlement of claims.

## Who we disclose your personal information to

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

## Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors.

We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.



## Access to your personal information and complaints

You may ask for access to the personal information we hold about you and seek correction by calling Us.

Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available on our Website which is listed on the back cover.

## Telephone call recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

## Your consent

By providing us with personal information, you and any other person you provide personal information for consent to these uses and disclosures until you tell us otherwise. If you wish to withdraw your consent, including for such things as receiving information on products and offers by us or persons we have an association with, please contact us.

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

You can obtain more information on the Code of Practice and how it assists you by contacting us.

For more information on the Code Governance Committee (CGC) go to [insurancecode.org.au](http://insurancecode.org.au).

## How to make a claim

If You need to make a claim under the Policy, please refer to Making a claim from page 21.

## Complaints

If you are dissatisfied with our service in any way, please contact us and we will attempt to resolve the matter in accordance with our internal dispute resolution procedures.

If we do not make a decision within the period that we tell you we will respond, we will tell you about your right to lodge a complaint with an external dispute resolution scheme.

If you are not happy with our response, you can refer your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

Phone: 1800 931 678

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

Mail: GPO Box 3 Melbourne VIC 3001

For more information on how we handle complaints you can request a copy of our procedures, using our contact details on the back cover.

## Your Cooling-off Rights

A 14 day cooling off period applies to this insurance. So, if you decide you don't want this policy, you can cancel it up to 14 days from:

- the date we issue a new policy to you, or
- the start date of a renewed policy.

We'll refund your premium in full, as long as you:

- haven't made a claim, or
- don't need to make a claim.

We may deduct government taxes or duties from your refund.

## Cancellation rights under Your Policy

### When you can cancel

You can cancel your policy whenever you want. Simply call us.

### When we can cancel

We can cancel your policy when the law allows us to do so, including if:

- we find out that you made a misrepresentation when you applied for, changed or renewed your insurance
- you don't comply with your policy's terms and conditions, including the terms of paying your premium
- you make any fraudulent claims.

If we cancel the policy, we'll give you at least 3 business days' notice in writing before the cancellation date, either:

- in person to you or your agent
- electronically
- by post to the address you've given us.

If you pay by monthly instalment and an instalment becomes overdue we may cancel your policy.

If the policy is cancelled either by you or us, we'll refund any premium covering the rest of the period of insurance, unless you've made a total loss claim under this policy and we've agreed to cover it.

## Agency Arrangements and Agent's Remuneration

If your policy has been issued through our agent, or a broker who is acting under a binder agreement with us, then they are acting as our agent and not as your agent.

If your policy has been issued by a broker, other than a broker acting under an agency/binder arrangement with us, then the broker is acting as your agent.

When the policy has been arranged through an intermediary, remuneration (such as commission) is payable by us to them for arranging the insurance. You can ask them or us for more information.

## Economic Sanctions

Irrespective of any other provision of the Policy, We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit (including a refund on premium) hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would contravene or otherwise expose Us to the risk of any penalty, sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.

## Financial Claims Scheme

In the unlikely event We were to become insolvent and could not meet Our obligations under the policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

## Governing Law

Your policy is governed by the law of the Australian state or territory where your insured property is usually kept or is located.

## Updating this PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue you with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by contacting us using our details on the back cover of this PDS).

Other documents may form part of our PDS and the Policy. If they do we will tell you in the relevant document for examples schedules, Supplementary PDSs and/or endorsements. If they do we will tell you before you enter into this policy and in the relevant document. We may also issue other documents forming part of our PDS and the Policy where required or permitted by law.

## Further information and confirmation of transactions

If You require further information about this insurance or wish to confirm a transaction, please contact us.



# Benefits of cover available

The following is a summary of benefits available under Section 1 – Loss of or Damage to Your Vehicle and Section 2 – Third Party Property Damage.

Cover	Summary of cover available	Benefits	Page No
Additional benefits applicable to Section 1 – Loss of or Damage to Your Vehicle			
Accommodation and travelling expenses	The reasonable costs for essential temporary accommodation or travel to complete the journey or return to point of departure.	Up to a maximum of \$3,000 any one event.	11
Unspecified Accessories	Loss or Damage to Non-Standard Accessories, Attachments or Modifications that are not specified in Your Schedule and that do not come within the definition of Vehicle.	Up to a maximum of \$5,000 any one event.	11
Automatic Additions and Deletions	Cover for any replacement or additional registered Vehicles acquired by You during the Period of Insurance.	Up to \$150,000 any one vehicle.	11
Trailer Cover	Cover for any two wheeled or box trailer owned by You whilst it is attached to Your Vehicle.	Up to a maximum of \$1,000 any one accident.	11
Emergency Vehicle hire	Cover for a hire vehicle when Your Vehicle is damaged in an Accident and can not be driven.	Up to \$100 a day for 2 consecutive days.	12
Emergency repairs	Reimbursement for repairs to enable You to drive Your Vehicle.	Up to a maximum of \$1,000 any one accident.	12
Employees vehicles	Cover for employees Vehicles whilst being used in connection with Your business.	Up to a maximum of \$50,000 any one accident.	12
Finance payout – total loss	Covers the difference between the Market Value and the residual value after a Total Loss.	Up to a maximum of 25% above the market value.	12
Emergency Services cover	Cover for charges imposed by the fire brigade, police or any emergency services.	Up to a maximum of \$20,000.	12
Funeral expenses	Cover for funeral expenses following the death of Your driver.	Up to a maximum of \$10,000 any one event	12
Hire vehicle costs following fire and theft	Cover for a hire vehicle when Your Vehicle is Damaged by fire or theft.	Up to a maximum of \$3,000.	12
Modification to vehicle	Cover for costs to modify Your Vehicle if its driver is permanently disabled.	Up to a maximum of \$5,000 any one event.	12
Personal property	Cover for loss or Damage to personal property.	Up to a maximum of \$1,000 any one theft or accident.	12
Re-keying and re-coding	Cover for the cost to re-code Your Vehicles locks if Your keys are stolen.	Up to a maximum of \$5,000 any one vehicle or \$10,000 any one event.	13
Recovery cost – No Damage	Cover for recovering Your Vehicles where there has been no Damage sustained.	Up to a maximum of \$5,000.	13

Cover	Summary of cover available	Benefits	Page No
Removal of basic excess for windscreen claims	Removal of basic excess where Your Vehicles windscreen or window glass is accidentally broken.		13
Removal of debris	Cover for costs to clean up debris from goods falling or leaking.	Up to a maximum of \$10,000.	13
Replacement vehicle	New vehicle replacement where Your Vehicle is declared a Total Loss.	For Vehicles within their first 2 years of registration.	13
Sign writing	Cover for the costs to reinstate any sign writing or artwork.	Up to a maximum of \$5,000 any one event.	13
Tools of trade	Cover for loss or Damage to Your tools	Up to a maximum of \$1,000.	13
Towing	Cover for costs to protect and tow Your Vehicle.	Up to a maximum of \$5,000.	13
Vehicle being transported	Cover for loss or Damage when Your vehicle is being transported by road, rail, sea or air between any places in Australia and New Zealand.		13
Vehicle return	Cover for additional costs to return Your Vehicle to its original destination or point of departure.	Up to a maximum or \$5,000 any one event.	13
<b>Additional benefits applicable to Section 2 – Third Party Property Damage</b>			
Falling goods	Your liability if a third party's property is Damaged by falling goods from Your Vehicle.	Up to the limit of liability.	15
Legal Costs	Your legal costs in defending Your legal liability for any vehicle not owned by You while that vehicle is being used in connection with Your business.	Up to the limit of liability.	15
Loading and unloading	Your liability if a third party's property is Damaged by the loading and unloading of goods from Your Vehicle.	Up to the limit of liability.	15
Non owned vehicle liability	Your legal liability for any vehicle not owned by You while that vehicle is being used in connection with Your business.	Up to the limit of liability.	15
Substitute vehicle	Accidental Damage to a third party's property caused by You driving a vehicle not belonging to You whilst Your Vehicle can not be used because it is undergoing repairs.	Up to the limit of liability.	15
Uninsured motorists	Cover for Damage to Your Vehicle caused in an Accident with an uninsured driver.	Up to a maximum of \$10,000.	16

# General definitions

You need to understand what We mean by certain terms in the Policy.

**“Accident” and “Accidental”** means a sudden event which is an unintended or unforeseen happening and is not expected or designed. The event arises out of the use of Your Vehicle and includes a series of Accidents arising out of the one event.

**“Agreed Value”** means the amount shown in Your Schedule for which we agree to cover your Vehicle accessories and manufacturers’ tools and applies to comprehensive cover of sedans or station wagons, four wheel drives, vans or utilities. This amount includes any Standard Accessories, and the agreed Non-Standard Accessories noted in Your Schedule.

We do not pay any additional amount for these items other than if the Additional Benefit “Unspecified Accessories” Applies.

**“Aircraft”** means anything made or intended to fly or move in or through the air or space other than model aircraft.

**“Attachment”** means an item of machinery that:

- is shown on Your Schedule; and
- is permanently attached to Your Vehicle.

**“Autonomous Vehicle”** means a Vehicle that is able to adapt to all traffic situations including stop-start traffic, avoid potential Accidents, and perform collision avoiding manoeuvres, and self-parking without human interaction.

**“Caravan” or “Trailer”** means the registered caravan or trailer shown in Your Schedule.

Caravan or trailer does not include:

- a caravan permanently on site or which is used as a permanent residence, or
- a motorised caravan, campervan, or motor home.

**“Damage” or “Damaged”** means physical loss or destruction.

**“Dangerous Goods”** means substances which are shown in the Australian Code for the Transport of Dangerous Goods by Road and Rail as per each respective State or Territory in which Your business operates or any equivalent or replacement thereof.

**“Electronic Data”** means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

**“Employee(s)”** means a person(s):

- employed by You;
- apprenticed to You;
- deemed to be Your employee by any applicable law;
- hired or seconded from another party by You; or
- an executive director or officer of Your business.

**“Excess”** means the amount shown in Your Schedule which You must pay as a contribution to Your claim under Your Policy. The basic excess will apply separately to each vehicle and each claim on that vehicle (see making a claim section for details).

**“Family”** means:

- Your spouse or de facto spouse, and
  - Your children or the children of Your spouse or de facto spouse, who ordinarily live with You.
- A “de facto spouse” means a person whether of the same sex or not, who ordinarily lives with You in a genuine personal and domestic relationship similar to the relationship of husband and wife.

**“Gross Vehicle mass”** means the maximum legally allowed weight of Your Vehicle and the goods it can legally carry.

**“Malicious Damage”** means intentional Damage done to Your Vehicle by someone else without Your consent.

**“Market Value”** means the cost to buy a vehicle of the same make, model, age and condition of Your Vehicle including any manufacturer’s tools, accessories, equipment and options fitted as standard by the manufacturer and agreed Non-Standard Accessories or equipment as noted in Your Schedule immediately prior to the loss or damage. This amount excludes costs and charges for vehicle registration, compulsory third party insurance, stamp duty transfer, dealer warranty costs, allowance for dealer profit or transfer fees. This amount includes any manufacturer’s tools, accessories, equipment and options fitted as standard by the manufacturer. We will also pay for the agreed Non-Standard accessories as noted in Your Schedule up to the sum insured.

We do not pay any additional amount for these items other than if the Additional Benefit “Unspecified Accessories” Applies.

**“Modification”** means any enhancement which affects the value, safety, performance or appearance of Your Vehicle that is different from the manufacturer’s specification.

**“Non-Standard Accessories”** means accessories or equipment fitted after the manufacture of Your Vehicle or at the time of manufacture as an optional extra. Non-Standard Accessories will depreciate in value at each renewal, and the amount we will pay will be set out in Your Schedule for listed Non-Standard Accessories.

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

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

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

**“Policy”** means this document and any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it and Your Schedule.

**“Recoverable”** means that We are able to recoup the expenses we incurred in providing cover for any Accidental loss or Damage to Your Vehicle or in covering any of your legal liability costs after a claimable event.

**“Standard Accessories”** means standard accessories, tools, equipment and spare parts fitted to Your Vehicle by the manufacturer of Your Vehicle.

**“Sum Insured”** means the Sum Insured, exclusive of GST, stated in Your Schedule, or in other documents forming part of Your Policy, against each of Your Vehicles. If Sum Insured type “Sum Insured Value” is selected payment will be made on the Sum Insured or Market Value, whichever is the lesser.

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

**“Total Loss”** means Your vehicle is so badly damaged that it would not be either safe or economical for us to repair.

We will not treat a vehicle as uneconomical to repair if the salvage value to us plus the cost of repairs to us is less than the:

- replacement value – where a total loss gives you the right to a replacement vehicle under the policy, or
- Agreed Value or
- Market Value – if your vehicle is insured for Market Value including the listed value of Your non-standard accessories as noted on Your schedule, or
- Sum Insured or Market Value – if your vehicle is insured for the Sum Insured value, unless otherwise notified to you by us in writing.

**“Vehicle”** means the motor vehicle(s), mobile machine(s) and/or trailer(s):

- described on Your Schedule or other documents forming the Policy; or
- otherwise specifically covered by the Policy, and;
- any tools, accessories, equipment and options fitted to them as standard by the manufacturer; including built in entertainment or multimedia audio or satellite navigation equipment attached to or within Your Vehicle; and
- any agreed Non-Standard Accessories which are noted on Your Schedule.

**“You” or “Your”** refers to those named as the insured in Your Schedule and their subsidiary companies and other entities in which they have a controlling interest at the commencement of the Period of Insurance and other third parties or persons who are specifically provided with cover under the Policy. Where the insured comprises more than one legal entity, the word ‘You’ shall be considered as applying to each entity as if that entity were the only entity named as you.

**“Your Schedule”** means the most current Policy schedule/certificate and attachments issued to You by Us. It sets out the Policy number, the cover types selected by You and other applicable details of Your cover such as the Period of Insurance and any excesses payable.

# Section 1 – Loss of or Damage to Your Vehicle

## 1. Loss of or Damage Cover

If during the Period of Insurance Your Vehicle:

- suffers Accidental Damage, including damage caused by fire, hail, flood, storm or earthquake; or
- is lost by theft and not found; or
- suffers Malicious Damage.

We will, at Our option (acting reasonably):

- replace, reinstate or repair Your Vehicle; or
- pay You the reasonable cost to repair Your Vehicle to its condition before it was Damaged; or
- if Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Market Value or Sum Insured, We will pay You the Market Value or the Sum Insured whichever is the lesser.
- If Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Agreed Value, then We will pay You the Agreed Value as shown in Your Schedule. The agreed value includes any accessories or modifications listed on Your Schedule.

## 2. Additional benefits applicable to this section

We will pay You the Additional benefits following loss or Damage to Your Vehicle insured under Section 1 during the Period of Insurance of this Policy, provided that the loss or Damage exceeds the relevant excesses payable by You.

We will pay you these additional benefits in addition to the Sum Insured, Market Value or Agreed Value (as applicable).

In order to be sure that You are covered for these Additional benefits You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

## Accommodation and travelling expenses

If Your Vehicle is on a journey and:

- is damaged in an Accident and unable to be driven; or
- is lost through theft and not found within a reasonable time, We will pay the reasonable cost for essential temporary accommodation or travelling expenses incurred by You to complete the journey or return to the point of departure, up to a maximum of \$3,000 for any one event.

## Unspecified accessories

We will pay for Loss of or Damage to Non-Standard Accessories, Attachments or Modifications (excluding mobile phones, hoists and cranes and those components that are fixed to the Vehicle) that are not specified as Non-Standard Accessories, Attachments or Modifications in Your Schedule.

The maximum amount We will pay for Loss of or Damage to such Non-Standard Accessories, Attachments and Modifications, per event, is up to \$5,000.

## Automatic Additions and Deletions

We will cover any replacement or additional registered Vehicles acquired by You during the Period of Insurance provided that:

- such Vehicles are of a similar type to Vehicles insured by You at the commencement of the Period of Insurance;
- You notify Us within 30 days of purchasing or leasing any Vehicle;
- cover will not exceed a maximum Sum Insured of \$150,000 any one Vehicle unless notified by Us in writing; and
- You pay Us any additional premium We require.

## Trailer Cover

We will pay for any loss of or Damage to any two wheeled or box trailer owned by You which weighs less than 2 tonne and which occurs while it is attached to Your Vehicle. The maximum We will pay in respect of any one accident is the lesser of the Market Value or \$1,000.

## Emergency Vehicle hire

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and Your Vehicle is Damaged in an Accident and can not be driven, or is Damaged by an attempted theft and can not be driven, We will assist You in paying the cost of a hire vehicle up to \$100 a day for up to two consecutive days when the loss is reported to Us as soon as reasonably possible after the occurrence.

If You do not notify Us as soon as reasonably possible, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

Any such rental will be arranged through Our preferred suppliers when the loss is reported. Additional charges incurred, other than the daily rental rate, for any such rental are excluded.

If You arrange Your own rental vehicle without Our consent, We are not obliged to pay for the rental vehicle You arranged.

## Emergency repairs

We will reimburse You for the cost of emergency repairs which may be necessary to enable You to drive Your Vehicle to point of departure after it is involved in an accident, suffers Malicious Damage, or is stolen and recovered in a Damaged condition.

The maximum We will pay in respect of any one Accident is \$1,000.

## Employees vehicles

We will cover an Employee owned Vehicle whilst being used in connection with Your business and with Your consent. However, We will not pay for claims if there is any other insurance entered into by a third party or required by law for the same event at the time of the accident or loss. Except for any amount in excess of the limit of indemnity under the other insurance.

The maximum cover We will pay in respect of any one accident is \$50,000.

## Finance payout – total loss

Where Your Vehicle is subject to any lease hire agreement or financial agreement through a financial institution and suffers a Total Loss, We will cover You or the finance provider for the difference between the residual value under the contract and the Market Value of the Vehicle to a maximum of 25% of the Market Value less any payments and interest in arrears at the time of loss, and less any discount in respect of finance charges and/or interest for the unexpired term of the lease hire agreement or financial agreement. However, We will not pay if We are not required to do so by the finance provider.

## Emergency Services cover

Following an Accident, We will pay up to \$20,000 for Your Liability for charges imposed by the Fire Brigade, Police or any other authority.

## Funeral expenses

We will pay for funeral expenses associated with:

- a. burial and cremation, and
- b. the travel costs of any immediate Family members of the driver,

following the death of the driver of Your Vehicle which is caused as a direct result of the Accident up to a maximum of \$10,000 for any one event less any amount payable by any accident compensation authority or medical fund.

## Hire vehicle costs following fire and theft

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and the loss or Damage is caused by fire or theft, We will assist You in paying the cost of a hire vehicle:

- up to a maximum of \$3,000 each Vehicle in the Period of Insurance or until recovery of the Vehicle whichever is the earlier, and provided the theft or fire has been reported to Us and to the police, or
- until the Vehicle is repaired.

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

## Marine average

If Your Vehicle is being transported by sea between places within Australia or New Zealand during the Period of Insurance We will pay Your contribution for general average and salvage charges where such maritime conditions apply up to the Sum Insured or Market Value whichever is the lesser, whether or not loss or Damage is suffered by Your Vehicle under Section 1.

## Modification to vehicle

We will pay for costs incurred to modify Your Vehicle if its driver is permanently disabled as a direct result of injuries received in the Accident up to a maximum of \$5,000 each event less any amount payable by any accident compensation authority or medical fund.

## Personal property

We will pay for Personal Property belonging to the custodian of the Vehicle which is:

- Damaged in a collision involving Your Vehicle,
- Stolen from Your locked Vehicle, or
- Stolen at the same time as Your Vehicle.

Any payment will be subject to due allowance for depreciation, age and wear and tear.

The maximum We will pay in respect of any one accident or theft is \$1,000.



## Re-keying and re-coding

If the keys to Your Vehicle are stolen or there are reasonable grounds to believe the keys have been illegally duplicated, We will pay for the replacement of Your Vehicle's keys and the necessary re-coding of Your Vehicle's locks.

The maximum amount We will pay is:

- The amount by which the cost to re-key and/or re-code Your Vehicle exceeds the basic excess payable for the claim, up to a maximum amount of \$5,000 per Vehicle, or maximum of \$10,000 per event.

This benefit will only apply if:

- The theft of Your keys has been reported to the police, and the keys have not been stolen by a employee, Family member, invitee or person who resides with You, and
- You are not entitled to cover under any other Policy entered into by a third party or required by law.

## Recovery cost – No Damage

We will pay for the costs of recovery or removal of Your Vehicle following becoming unintentionally immobilised on a work site or in a physical situation whilst being used as part of the Insured's normal business operations.

The maximum We will pay for any one Period of Insurance is \$5,000.

We will not pay where immobilisation occurs as a result of electronic, electric or mechanical failure or malfunction or normal wear and tear.

## Removal of basic excess for windscreen claims

If the windscreen or window glass in Your Vehicle is accidentally broken We will not apply an excess to Your claim.

This only applies:

- a. if the fracture extends through the entire thickness of the glass or, in the case of laminated windscreens, a fracture extends through all layers of the windscreen;
- b. if the broken windscreen or window glass is the only Damage to Your Vehicle; and
- c. If Your Vehicle is a sedan, station wagon, four wheel drive, panel van, utility or goods carrying Vehicle under 3,500 kilograms Gross Vehicle Mass.

## Removal of debris

We will pay You for costs incurred for the clean up and removal of Your Vehicle debris resulting from goods falling or leaking. The maximum We will pay for each event is \$10,000.

## Replacement vehicle

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van, utility or goods carrying vehicle under 3,500 kilograms Gross Vehicle Mass and is declared a Total Loss within two years of its first registration We will at Your option (and with the consent of any financier where applicable) replace the Vehicle with a new Vehicle of the same make, model, series and accessories (subject to local availability). If a replacement vehicle is not available we will pay you what it would have cost us had a replacement vehicle been available.

## Sign writing

We will pay for any loss of or Damage to fixed advertising or material forming a permanent part of Your Vehicle where reinstatement is required. The maximum We will pay for each event is \$5,000.

## Tools of trade

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

The maximum We will pay for each event is \$1,000. This benefit will only apply to:

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

## Towing

Following an Accident or theft of Your Vehicle, We will pay up to a maximum of \$5,000 for the cost of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place which We agree to.

## Vehicle being transported

We will pay for loss or Damage where Your Vehicle is being transported by road, rail, sea or air between any places in Australia and New Zealand. This cover will not apply where more than one Vehicle is being transported in any one conveyance.

## Vehicle return

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and is Damaged in an Accident and unable to be driven We will pay up to a maximum of \$5,000 each event for:

- a. removing and relocating Your Vehicle to the nearest repairer approved by Us, and
- b. delivering Your Vehicle to Your usual place of garaging after repair or recovery.

## Restrictive cover option available under this section

### Third Party Property Damage – Fire & Theft

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and Your Schedule shows that Third Party Fire & Theft cover applies, We will cover You under Section 1 for loss or Damage caused by:

- Fire, lightning, explosion, theft or illegal conversion; or
- An Accident caused by an uninsured third party.

The maximum amount We will pay is the lesser of the Market Value of Your Vehicle or \$5,000.

This benefit will only apply for an Accident if:

- the accident which gave rise to the claim was the fault of the driver of the other vehicle; and
- You can supply the name, address and registration of that driver or any other information that would reasonably allow Us to identify the person so that We can exercise Our rights of recovery; and
- the other vehicle was uninsured.

## Specific options available under section 1 – Loss of or Damage to Your Vehicle

Your Schedule will show if the Policy option is applicable. The following option is only available following loss or Damage to Your Vehicle insured under section 1 of this Policy, providing the loss or damage exceeds the relevant excesses payable by You.

### Hire costs following an accident

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and the loss or Damage is caused by an Accident during the Period of Insurance, We will assist You in paying the cost of a hire vehicle;

- Up to 42 days rental of a sedan, station wagon, 4WD, van or utility where We arrange the rental; or
- Up to a maximum of \$3,000 each Vehicle per claim where We are unable to arrange such rental.

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

## 3. Specific exclusions applicable to this section

Under Section 1 We will not pay for:

### Loss of use

Loss or Damage suffered because You can not use Your Vehicle.

### Wear and tear and breakdown

Loss or Damage caused by wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance.

### Tyres

Damage to tyres or wheel rims caused by braking, road punctures, cuts or bursts.

### Old damage

The costs of repairing pre-existing damage, or the costs of fixing faulty repairs which were done before the commencement of the Policy.

### Intentional damage

Loss or damage intentionally caused by You or a person acting with Your express or implied consent.

### Safeguard of vehicle

Loss of or further Damage to Your Vehicle following a loss or Accident, unless reasonable steps were taken to protect or safeguard Your Vehicle.

### Incorrect Fluid

Loss or Damage to Your Vehicle caused by the use of any incorrect fuel, coolant or additive.

# Section 2 – Third Party Property Damage

## 1. Cover for damage to other people's property (legal liability)

Where Your Vehicle is registered or licensed as required by law for use on public roads, We will cover You for any amount for which You become legally liable to pay as compensation in respect of loss or Damage to someone else's property caused by a motor vehicle Accident during the Period of Insurance, which is party or fully your fault up to the limit of indemnity.

This cover will apply only if Your legal liability for loss or Damage to someone else's property arises out of the use of Your Vehicle and is subject to the applicable Excess/es, conditions, exclusions and limit of indemnity.

The most we will pay arising out of any one motor vehicle accident is the limit of indemnity.

We also cover in accordance with this Section:

- a. any person who is driving, using or in charge of Your Vehicle with Your permission;
- b. a passenger travelling in Your Vehicle or who is getting into or out of Your Vehicle;
- c. Your employer, principal or partner, arising from Your use of Your Vehicle.

### Limit of Indemnity

The maximum We will pay in respect of all claims arising from one accident or series of accidents resulting from the one original cause will not exceed:

- a. \$30,000,000 for all losses, excluding any claim(s) arising from the transportation of Dangerous Goods including cleanup, contamination or restitution of any land or waterway; or
- b. \$5,000,000 for all losses, arising from the transportation of Dangerous Goods including clean-up, contamination or restitution of any land or waterway, provided:

We will not cover, unless agreed by Us in writing, Your liability for any claim arising from the transportation of:

- a. explosives or radioactive goods; or
- b. gases in containers larger than 500 litres; or
- c. all other Dangerous Goods in containers larger than 400kg for solids or 450 litres for liquid or pastes; or
- d. all Dangerous Goods where transport does not comply with Australian Code for the Transport of Dangerous Goods by Road and Rail and any other applicable legislation and regulations.

## 2. Additional benefits applicable to this section

We will also cover You for the following Additional benefits under Section 2 of this Policy. The maximum We will pay under the Additional benefits are inclusive of the limit of indemnity applicable.

In order to be sure that You are covered for these Additional benefits You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

### Falling goods

We will cover You if the Accidental Damage to someone else's property is caused by goods falling from Your Vehicle.

### Legal Costs

We will cover You for all legal costs and expenses in defending Your legal liability or any other person covered under 1. Cover for damage to other people's property (legal liability) in respect of any vehicle not owned or supplied by You while that vehicle is being used or driven by You or a person authorised by You in connection with Your business.

### Loading and unloading

We will cover You if the Accidental Damage to someone else's property is caused by the loading and unloading of Your Vehicle.

### Non owned vehicle liability

We will cover Your legal liability in respect of any Vehicle provided the Vehicle is a registered sedan, station wagon, four wheel drive, panel van or utility, and not owned or supplied by You while that Vehicle is being used or driven by You or a person authorised by You in connection with Your business.

### Substitute vehicle

We will cover You for Accidental Damage to someone else's property caused by Your driving another vehicle not belonging to You (with the consent of the owner) whilst Your Vehicle cannot be used because it is undergoing repair or services. But We will not pay if the Vehicle is subject to a self drive hire agreement, or for Damage to the Vehicle You are driving.

### Uninsured motorists

We will cover You for up to \$10,000 less any applicable excesses for Damage to Your Vehicle caused in an Accident with another vehicle during the Period of Insurance if:

- The driver of the other vehicle was at fault;
- The other vehicle was uninsured; and
- You can tell Us who the other driver was and identify the other vehicle or provide information that would reasonably allow Us to identify the other driver or the other vehicle so that We can exercise Our rights of recovery.

This cover is not applicable where You have Section 1 – Loss of or Damage to Your Vehicle cover.

### 3. Specific exclusions applicable to this section

The following exclusions apply to Section 2:

#### Unregistered vehicles

We will not pay if Your Vehicle is unregistered at the time of the event giving rise to the claim. However, We will cover Your liability in respect of the unregistered Vehicle in a place that requires registration, provided:

- a. You have complied with the appropriate statutory requirements and obtained necessary permits to move the unregistered Vehicle, or
- b. Your Vehicle is a towed Vehicle for which registration is not required by law.

#### Underground pipes and cables

We will not pay for liability for Damage to underground services, pipes, cables or the like caused by or arising out of the use of Your Vehicle, or liability in respect of Damage to any land or fixed property arising howsoever from vibration or from the removal or weakening of or interference with support to land, buildings or any other property, arising out of the use of Your Vehicle.

If Your Vehicle comes into direct contact with overhead cables, wires or conduits, We will pay only for the repair of the direct Damage so caused, up to a maximum of \$100,000 each event.

#### Trailers

We will not pay for Damage caused or contributed to by more than the legally permitted number of trailers attached to Your Vehicle.

### Personal property/property in Your Custody

We will not pay for damage to property belonging to or in the custody of You or any person entitled to cover under Section 2. This exclusion shall not apply to Employees or visitor's vehicles whilst contained within a car park owned or operated by You.

### Fines, penalties, punitive damages

We will not pay for any fines, penalties, or aggravated, exemplary or punitive damages.

### Radioactive materials

We will not pay if Your Vehicle is being used for or is attached to or is towing a Vehicle, mobile machine and/or trailer, for the commercial transport of radioactive materials.

### Vehicle used on rails

We will not pay if Your Vehicle is used on rails or tracks at the time of Accident.

### Hooks and hoists

We will not pay for claims caused by goods falling from the hook or hoisting apparatus of any crane or similar lifting equipment.

### Aircraft Liability

We will not pay for liability for loss or damage to any Aircraft resulting from an Accident caused by or arising from the use of Your Vehicle.

# General Exclusions applicable to all sections of the Policy

The following exclusions apply to the whole Policy.

We will not pay if:

## Driving under the influence of drugs/alcohol

The Damage, loss or injury is caused while Your Vehicle is being driven by any person impaired by or under the influence of any drug or alcohol, or by any person with a percentage of drug or alcohol in their breath or blood in excess of that allowed by law.

However, if You can prove You did not know that the driver of Your Vehicle was so affected, We will cover You but not the driver of Your Vehicle.

This exclusion shall not apply if it contravenes the law of the state in which the Policy was issued.

## Submitting to test

The driver of Your Vehicle refuses a request from a person with legal authority to take a breath, blood or other test to determine the percentage of drugs or alcohol in the person's breath or blood.

However, if You can prove You did not know that the driver of Your Vehicle refused to submit to the test, We will cover You but not the driver of Your Vehicle.

This exclusion shall not apply if it contravenes the law of the state in which the Policy was issued.

## Unlicensed drivers

The loss or Damage is caused while Your Vehicle is being driven (with Your consent) by any person who is not licensed under any relevant law to drive such a Vehicle.

However, if You can prove the driver's licence was fraudulently produced or had unintentionally lapsed or was cancelled unknown to You as a result of unpaid parking fines and the driver was the holder of a licence in the 12 months immediately prior to the lapsing or cancellation of the licence and You allow Us to use all remedies available to recover all costs associated with any loss or Damage occasioned or liability incurred by the driver of the Vehicle We will cover You.

## Overloaded vehicle

The loss or Damage is caused or contributed to by Your Vehicle being used to carry or tow a load or carry passengers greater than that for which Your Vehicle was constructed.

## Unroadworthy condition

Your Vehicle is used in an unroadworthy or unsafe condition. However, We will cover You if You can prove that the condition could not reasonably have been detected by You or that the loss, Damage or liability was not caused by or contributed to by the unroadworthy or unsafe condition.

## Approved fuel systems

Loss or Damage is caused by a fuel system which does not comply with the appropriate Australian Standard.

## Tests

Your Vehicle is being tested other than in connection with service or repair by a person who is qualified to carry out the service or repair or who is acting under the supervision of such a person.

## Motor sports events

Your Vehicle is used in connection with a race, trial, test, contest or other sports event.

## Experiments

Your Vehicle is used in connection with the motor trade for experiment, test, trial, demonstration or towing.

## Autonomous Mode

If Damage or any liability occurred while Your Vehicle is operating or driving in any autopilot or Autonomous Vehicle mode.

## Hire or reward

Your Vehicle is used for carrying passengers for hire or reward, except for a private pooling arrangement including private courtesy bus arrangements or when You receive a travelling allowance from Your full time employer.

## Hire for Your vehicle

Your Vehicle is being used or let for hire.

## Stock in trade

Your Vehicle is in the possession of another person for the purpose of sale.

## Seizure of vehicle

Your legal interest in Your Vehicle ceases, or Your Vehicle is seized or taken possession of by any persons lawfully entitled to do so.

## Illegal purpose

The loss or Damage is caused or contributed to by Your Vehicle being used for any illegal purpose with Your consent.

## War

The loss or Damage is caused by war, foreign hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, or looting, sacking or pillage following any of these events.

## Nuclear waste/material

The loss or Damage is caused by the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste.

## Geographical limitation

The loss or Damage occurred while Your Vehicle was not in Australia or New Zealand.

## Bitumen and/or Concrete Setting

Loss or Damage for the settling or hardening of any concrete, bitumen, cement products or similar products or their derivatives.

## Caravans

In respect of caravans where:

- a. any loss or Damage to awnings or annexes caused by storm, hail or wind;
- b. liability at law by way of damages in respect of death or bodily injury, or Damage to property of any person in the caravan, or entering alighting therefrom;
- c. contents of the caravan other than the permanent fixtures, fittings, furniture, furnishings and bottled gas equipment contained in or on Your caravan and which would normally be sold with it;
- d. theft or burglary unless due to forcible and violent entry to the locked caravan.

## Cranes and Lifting Devices

Loss or Damage arising out of the operation of any crane or lifting device insured by this Policy:

- a. caused or contributed to by being loaded in excess of the safe working load specified by the responsible statutory authority and/or manufacturers;
- b. whilst being used in any raising, carrying or lowering operation in which a single load is shared by two or more cranes or lifting devices unless the insurer's prior consent has been obtained in writing.

## Asbestos

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

## Terrorism

This Policy excludes and does not cover death, injury, illness, loss, Damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any Act of Terrorism, as defined below, regardless of any other cause or event contributing concurrently or in any other sequence to the death, injury, illness, loss, Damage, cost or expense.

This Policy also excludes and does not cover death, injury, illness, loss, Damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any action in controlling, preventing, suppressing, retaliating against, or responding to any Act of Terrorism.

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

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

## Financial loss

For any financial loss occurring because:

- You cannot use Your Vehicle;
- Your Vehicle's value was less after being repaired; or
- Your Vehicle's working life has been reduced.

## Underground mining

Your Vehicle was being used for:

- drilling or tunneling whilst underground; or
- driven in an underground mine or mining shaft

when the loss or Damage occurred.



## Cyber & Electronic Data Exclusion

Notwithstanding any provision to the contrary in the Policy or any endorsement thereto, it is understood and agreed as follows:

This Policy does not insure:

- (i) damage, loss, destruction, distortion, erasure, corruption, alteration, theft or other dishonest, criminal, fraudulent or unauthorised manipulation of Electronic Data from any cause whatsoever (including, but not limited to Computer Attack and/or a Cyber War & Terrorism Event) or loss of use, reduction in functionality, loss, cost expense and/or fee of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage;
- (ii) error in creating, amending, entering, deleting or Electronic Data; or
- (iii) total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all, from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

**Computer Attack** - any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilising the computer system or network of whatsoever nature.

**Cyber War & Terrorism Event** - any Act of Terrorism (as defined within Perils Exclusion 11) or Cyberterrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or Damage.

**Cyberterrorism** - any premeditated politically, religiously, or ideologically (or similar objective) motivated attack or disruptive activity, or the threat thereof, by a group or individual against a computer system or network of whatsoever nature or to intimidate any person in furtherance of such objectives.

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

However, but for this Perils Exclusion, in the event that any Damage results from any of the matters described in the above paragraph (except for a Cyber War & Terrorism Event), or theft consequent upon forcible and violent entry or felonious concealment upon premises committed by an employee of the Insured, the Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover direct physical Damage and/or consequential loss arising therefrom occurring during the Period of Insurance to Property Insured.

# General Conditions applicable to all sections of the Policy

## 1. Breach of conditions

Breach of or non-compliance with any Policy condition(s) by one insured named in Your Schedule will not prejudice any other named insured.

## 2. Cross liability

We agree that each person comprising the insured named in Your Schedule is considered as if that person were the only person named as the insured, and We waive Our rights of subrogation against any of those persons named as the insured. The Limits of Liability stated elsewhere in this policy are not affected or increased as a consequence of this condition.

## 3. Joint insured

A claim lodged by any one person covered by the Policy is considered to be a claim by all persons covered by the Policy.

## 4. Acquired companies

We will cover any company or subsidiary company formed, purchased or otherwise acquired by You during the Period of Insurance as if they were You provided that You:

- hold a controlling interest in the company;
- advise Us of Your interest in the company no later than 14 days from the date of acquisition, and if You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay;
- advise Us the number of additional Vehicles insured; and
- pay Us any additional premium required.

## 5. Changes to Your insurance details – what You must tell Us

You must tell Us as soon as reasonably possible if during the Period of Insurance:

- a. if there have been any circumstances which could give rise to a claim under the Policy; or
- b. Your Vehicle is modified in a manner that affects its value or performance in any way.

When We receive this information, We may:

- propose changes to the terms and conditions of the Policy, or
- propose to charge You additional premium, or
- cancel the Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or premium, or We are no longer prepared to insure You because there has been a material change to the risk, or
- decide not to offer to renew the Policy.

If You do not provide the information as soon as reasonably possible, We may refuse or reduce a claim under Your Policy to the extent We are prejudiced by the delay or failure to provide this information.

Before We agree to renew the Policy You must tell Us if, during the current Period of Insurance, You or any person who is a driver of Your Vehicle has:

- had any fines or penalties imposed for a traffic offence, other than a parking fine, or
- been convicted of any traffic offences, or
- had a drivers' licence cancelled or suspended or been disqualified from holding a driver's licence for any period, or
- been responsible for causing any motor Vehicle accident, or
- had any motor Vehicle Damaged or stolen.

For Your assistance We have provided a full explanation of Your duty of disclosure and the consequences of non-disclosure under the heading "Your Duty of Disclosure" on page 4.

## 6. Keeping evidence of the value of the insured property

You should keep evidence of the value of all property covered under the Policy. You should also keep evidence of the amount of any Accidental Damage.

## 7. Premium payment by direct debit

You may have chosen to pay the premium for the Policy by direct debit from a financial institution holding Your account or Your credit card account. If You choose this option, the financial institution may dishonour the direct debit payment due to lack of funds in Your account. If this occurs, We may charge You for any direct and indirect costs which We incur arising from the payment being dishonoured.

## 8. Prevention of loss or damage

We may not pay Your claim if You do not take all reasonable precautions to prevent injury, loss or Damage, including securing Your Vehicle against unauthorised entry when it is unattended. This includes removing Your keys and locking the Vehicle. It is a condition of the Policy that Your Vehicle be kept in good repair.

We may reduce or refuse a claim to the extent that Your Vehicle's state of repair contributed to or caused the loss.

## 9. GST notice

The Policy has a GST provision in relation to Premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read carefully. Seek professional advice if You have any queries about GST and Your insurance.

### Sums Insured

All monetary limits in the Policy may be adjusted for GST in some circumstances (see below).

### Claim settlements – Where We agree to pay

When We calculate the amount We will pay You, We will have regard to the items below:

### Acquisition of goods, services or repairs

Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a Damaged item insured under the Policy) We will pay for the GST amount.

We will pay the GST amount in addition to the Sum Insured or Limit of Indemnity or other limits shown in the Policy or in the Schedule (unless We state GST is included in Sum Insured or Limit of Indemnity).

If Your Sum Insured or Limit of Indemnity is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim.

We will reduce the GST amount We pay by the amount of any input tax credits to which You are or would be entitled.

### Payment as compensation

Where We make a payment under the Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

Where the Policy insures business interruption, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by Your Business that is relevant to Your claim.

## Disclosure – Input tax credit entitlement

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your Premium. If You fail to disclose or You understate Your entitlement, You may be liable for GST on a claim We may pay. The Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

# Making a claim

## What You must do

In order to be sure that You are covered under this Policy, You should always contact us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred to the amount we would have authorised had You sought approval from Us first.

We may reduce or refuse Your claim to the extent We are prejudiced if You do not act as follows:

### 1. Do not admit liability

You should not:

- a. admit guilt or liability, or make a promise or offer of payment in connection with any claim; or
- b. offer or agree to settle any claim, without Our written consent.

If You do, We may reduce or refuse Your claim to the extent We are prejudiced.

We are entitled to take over and conduct the defence of any claim made against You for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of claims. We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to.

If the claim is for legal liability, You may make a written request to Us to agree that You are covered in respect of the claim.

### 2. Prevent further damage

You must take all reasonable precautions to prevent any further loss, damage or liability.

### 3. Contact the police

Depending on the laws of the State or Territory in which the accident occurs, You must:

- a. contact the police if any person was injured as a result of the accident;
- b. request the police to attend the scene of the accident;
- c. go to the local police station to complete a 'Self Reporting Collision Form' if the police inform You that it is not necessary for them to attend the scene of the accident.

You must contact the police as soon as reasonably possible if Your Vehicle is stolen or maliciously Damaged.

## 4. Contact Us as soon as possible

If there is any accidental loss, Damage or liability which is likely to result in a claim, You must tell Us as soon as reasonably possible the full details of any accidental loss, damage or anticipated or alleged liability. If You do not notify Us as soon as reasonably possible, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

You or Your representative must give Us full details in the manner We request which will be either:

- a. verbally; or
- b. in writing by completing Our claim form which will be supplied to You when You contact Us The process for authorising repairs to Your Vehicle is explained under "Authorising repairs".

Any correspondence You receive regarding the accident or event must be sent to Us as soon as reasonably possible. You must advise Us as soon as reasonably possible of:

- a. any notice of impending prosecution;
- b. details of any inquest or official enquiry.

## What happens after You make a claim

### 1. Excess

An excess is the amount shown in Your Schedule or in this document which You will need to pay as a contribution to the claim unless We state an excess does not apply. The payment of an excess helps to keep the cost of Your premium down by reducing the number of small claims. If We settle Your claim by cash settlement We will deduct the excess from the amount We pay You. In other circumstances, You may need to pay the excess as a contribution to the repair or replacement.

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

These are:

#### a. Basic excess

The basic excess is the amount You will need to pay as a contribution to each claim. The amount of the basic excess will be shown on Your Schedule beside the heading "Basic excess".

#### b. Additional excesses

If You make a claim for an accident when Your Vehicle was being driven by or was in the charge of a driver:

- i. all drivers up to the age of 21 years,
- ii. a driver aged between 21 and 25 years,
- iii. drivers aged greater than 25 years but have held their Australian driver licence for less than 2 years,

You must pay the additional excess shown in Your Schedule in addition to the basic excess.

You will not have to pay additional excess shown in Your Schedule if You are claiming for any of the following:

- windscreen or window glass Damage only;
- theft;
- hail, storm or flood Damage;
- Malicious Damage; or
- Damage to Your Vehicle while parked.

#### c. Tipping excess

An additional excess of \$1,000 will apply if Your Vehicle is a rigid body tipper or a tipping trailer and the event which gives rise to a claim occurs whilst the tipping hoist is fully or partially elevated.

## 2. Faultless excess

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

- the claimable loss is Recoverable by us, or
- the accident which gave rise to the claim was the fault of the driver of the other vehicle; and
- You can supply:
  - the name and address of that driver,
  - the registration number of the Vehicle, or
  - any other information that would reasonably allow Us to identify the other person so that We can exercise Our rights of recovery, and
- Your Vehicle was a sedan, station wagon, four wheel drive, panel van, utility or goods carrying Vehicle under 3,500 kilograms Gross Vehicle Mass, and
- The amount of the claim exceeds Your basic and age excess under the Policy and is not a claim for windscreen damage.

## 3. When You are at fault

You are at fault if You:

- are responsible for the accident; or
- contributed to the cause of an accident.

#### 4. Choice of repairer

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

- authorise the repairs at Your repairer of choice;
- pay You the reasonable cost of repairing Your Vehicle; or
- move Your Vehicle to a repairer We both agree will repair Your Vehicle. In the instance that We both agree to move Your Vehicle We will provide You with a rental vehicle for up to 3 days in addition to any other benefit provided under Your Policy.

#### 5. Authorising repairs

- a. Where You have loss of or damage cover You may only authorise emergency repairs as detailed on page 12 under "Emergency repairs". You should not authorise further repairs to Your Vehicle without Our prior consent.
- b. Before We make a decision regarding Your claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor vehicle assessor will be appointed by Us. We or Our assessor will make the necessary arrangements with You.

#### 6. Parts, extras and accessories

If We are unable to repair the part We use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules (ADR).

If such parts are not available or appropriate, parts from alternative distribution channels may be used.

We will not pay any amount greater than the maker's last list price in Australia (together with a reasonable charge for fitting) for the supply of any part, extra or accessory.

In the event that any part, extra or accessory cannot be obtained immediately, We may choose to pay You the value of the part, extra or accessory (together with a reasonable charge for fitting) rather than supply the part, extra or accessory.

#### 7. Sublet repairs

If Your Vehicle requires Us to engage the services of a specific specialist repairer and/or supplier We may sublet that component to such repairer or supplier.

#### 8. Guarantee and warranty

We guarantee materials and workmanship on repairs We authorise for as long as You own or lease Your Vehicle. This guarantee is not transferable.

#### 9. Assist Us with Your claim

You must assist Us with Your claim. This means give Us all the information and assistance with Your claim which We may reasonably require.

##### Proof of loss and ownership

When you make a claim, we may ask you to provide certain documents to:

- help substantiate your claim by providing proof that you owned the vehicle, personal items, modifications, options or accessories, including Non-Standard Accessories
- help us identify your items.

The types of documents we ask for depend on the situation and can include:

- tax invoices for items bought or services used
- valuation, model and serial numbers
- credit card or bank statements
- photos
- registration documents
- hire car agreements
- finance agreements.

We may compare information you give us with a range of other sources – for example, auction or sale websites.

If You do not We may not pay Your claim or provide cover to the extent We are prejudiced by that failure.

If We have the right to recover any amount payable under the Policy from any other person, You must take reasonable steps to co-operate with Us in any action We may take.

## 10. Our rights of recovery

We have the right to recover from any person, in Your name, the amount of any claim paid under the Policy and We have full discretion in the conduct, settlement or defence of any claim in Your name. We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to. If We recover more than the amount We have paid to You or on Your behalf, We will pay You the balance.

## 11. Salvage of Your vehicle when it is a total loss

If Your Vehicle is a Total Loss and We have agreed to replace Your Vehicle, pay the Market Value, Sum Insured or Agreed Value for Your Vehicle:

- the wreckage of Your Vehicle will become Our property, and
- We will keep the proceeds of any salvage sale.

At Our discretion (and if safe to do so), You may reclaim the wreckage if You agree to pay the salvage price.

## 12. Payment of unpaid premium when Your vehicle is a total loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value, Sum Insured or Agreed Value for Your Vehicle:

- the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You, and
- if We are replacing Your Vehicle or settle the claim if a replacement is not available, You must pay Us the balance of any unpaid premium or instalments for the Period of Insurance.

## 13. GST

We will adjust Your claims payment in accordance with the GST provision noted under "General conditions applicable to all sections of the Policy", "GST notice" on page 20.



For enquiries  
call 131 846  
visit [tiofi.com.au](http://tiofi.com.au)

