

GIO Mobile Business Protect

Insurance for mobile businesses
and tradespeople

Product Disclosure Statement and Policy Wording



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About this Product Disclosure Statement and Policy Wording

We are required to give **you** a **Product Disclosure Statement (PDS)** if **you** are insuring **vehicles** (not exceeding 2 tonnes) under Policy section 5: Commercial motor.

This PDS and policy wording has 3 parts:

- ▶ Part A contains information about **your** rights and responsibilities, including how to contact us if **you** have a complaint. Part A applies to all policy sections and should be read by all persons who take out this insurance.
- ▶ Part B contains information that only applies to persons insuring vehicles (not exceeding 2 tonnes) under Policy section 5: Commercial motor.
- ▶ Part C contains **your** GIO Mobile Business Protect Policy Wording. It applies to all persons who take out this insurance.

To understand the full terms and conditions of **your** policy **you** must read all parts of the **PDS** and Policy Wording.

Who is the insurer

This insurance is issued by AAI Limited ABN 48 005 297 807 AFSL 230859 trading as GIO.

Part A: Your rights and responsibilities

This part of your PDS applies to all policy sections described in Part C of your PDS. All policyholders need to read this Part A.

Your duty of disclosure

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

You have a duty of disclosure to tell us everything you know or should know, that is relevant to our decision to insure anyone under the policy, including you, and on what terms. It includes matters we specifically ask about when you apply for a policy, or renew or alter your policy, and any other matters which might affect whether we insure you and on what terms.

The information you tell us can affect:

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

You do not need to tell us of anything which:

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

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

Cooling off period

You have the right to cancel and return the insurance policy or a section of the policy by notifying us within 30 days of the date it was issued to you (“cooling off period”), unless you have a claim under the policy within the cooling off period.

If you cancel it in this time, we will return the amount you have paid.

In addition, if you vary your policy and add a section, you have the right to cancel that section within 30 days of the date it was added by notifying us (“additional cooling off period”) unless you make a claim under that section within the additional cooling off period. If it is cancelled in this time, we will return the amount you have paid for that section.

To cancel at other times, please see “Cancellations” on page 6.

About your premium

The premium is the amount you pay us for this insurance and it includes stamp duty, GST, other government charges and any fire services levy that applies. If you pay annually, the total amount payable will be shown on your policy schedule as “Total annual amount payable”. If you pay by instalments, the amount due each month will be shown on your policy schedule as the “Monthly amount”, and the yearly cost of this cover will be shown as the “Annual amount”.

In addition to your sum insured, we use many factors about you and your business to work out your premium. These are called premium factors. The premium factors we use reflect the likelihood of you making a claim together with other factors related to our cost of doing business.

Each time you renew your insurance your premium is likely to change, even if your personal circumstances have not changed. This is because premiums are affected by other things such as our expenses of doing business and changes in our approach to how we calculate your premium.

Your premium includes any discounts we have given you.

Paying your premiums

We will tell you how much you have to pay and how much time you have for payment. You must pay your premium by the due date. For the first period of insurance, if you do not pay the premium owing by the due date, we can cancel your policy as set out in ‘Cancellations’ below. For renewal policies, if you do not pay your premium 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.

Paying by monthly instalments

If you pay your premium by monthly instalments and your payment is overdue we can:

- ▶ refuse to pay a claim if payment is 14 days (or more) late; and
- ▶ cancel your policy if payment is a month (or more) late.

Cancellations

You can cancel your policy at any time. The cancellation takes effect on the date we receive your request.

We can cancel your policy at any time according to law. If you pay by monthly instalments and an instalment is unpaid for more than 1 month, we can cancel your cover.

If your policy is cancelled we will refund the proportion of your premium for the unused period of insurance less any non-refundable government charges.

If we pay out a claim for a **total loss** on your **vehicle**, that cover ends. Any Policy section, Extra cover, Additional benefit or Optional insurance for that cover also ends. If your policy ends for this reason, we do not refund any premium for an unexpired period of insurance. If you have been paying premiums by monthly direct debit instalments, we will deduct the remaining instalment premiums due for the unexpired period of insurance from the amount we pay for the claim.

Excess

This is the amount you have to pay if you suffer **loss, damage** or incur liability which leads to a claim under your policy.

The amount and type of **excess** that applies to your policy is shown either in Part C of this document or on your **schedule**.

If you claim under more than one policy section for one incident or **event**, then you only pay the largest **excess** that applies.

Fraudulent claims

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

- ▶ refuse to pay a claim;
- ▶ cancel your policy;
- ▶ take legal action against you.

Other information

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

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

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.

Privacy statement

AAI Limited trading as GIO is the insurer and issuer of this product, and is a member of the Suncorp Group, which we'll refer to simply as "the Group".

Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable.

We collect personal information so that we can:

- ▶ identify you and conduct appropriate checks;
- ▶ understand your requirements and provide you with a product or service;
- ▶ set up, administer and manage our products and services and systems, including the management and administration of underwriting and claims;
- ▶ assess and investigate any claims you make under one or more of our products;

- ▶ manage, train and develop our employees and representatives;
- ▶ manage complaints and disputes, and report to dispute resolution bodies; and
- ▶ get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

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

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

How we handle your personal information

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

Under various laws we will be (or may be) authorised or required to collect your personal information. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Income Tax Regulations 1936, Tax Administration Act 1953, Tax Administration Regulations 1976, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended and includes any associated regulations.

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

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

- ▶ administration or business management services, consultancy firms, auditors and business management consultants;
- ▶ marketing agencies and other marketing service providers;
- ▶ claims management service providers;
- ▶ print/mail/digital service providers; and
- ▶ imaging and document management services;
- ▶ any intermediaries, including your agent, adviser, a broker, representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;
- ▶ a third party claimant or witnesses in a claim;
- ▶ accounting or finance professionals and advisers;
- ▶ government, statutory or regulatory bodies and enforcement bodies;
- ▶ policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder;
- ▶ in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- ▶ the Financial Ombudsman Service 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, eg 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.gio.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.

Your personal information and our marketing practices

Every now and then, we and any related companies that use the GIO brand might let you know – including via mail, SMS, email, telephone or online – about news, special offers, products and services that you might be interested in. We will engage in marketing unless you tell us otherwise. You can contact us to update your marketing preferences at any time.

In order to carry out our direct marketing we collect your personal information from and disclose it to others that provide us with specialised data matching, trending or analytical services, as well as general marketing services (you can see the full list of persons and organisations under 'How we handle your personal information'). We may also collect your personal information for marketing through competitions and by purchasing contact lists.

We, and other people who provide us with services, may combine the personal information collected from you or others, with the information we, or companies in our Group, or our service providers already hold about you. We may also use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance to you.

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

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

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

Contact us

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

- ▶ Visit www.gio.com.au/privacy
- ▶ Speak to us directly by phoning us on 13 10 10
- ▶ Email: enquiries@gio.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 you can:

- ▶ Phone us on 1800 689 762
- ▶ Write to us at Reply Paid 1453 Customer Relations Unit RE058
GPO Box 1453 BRISBANE QLD 4001 or
- ▶ Email us on 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 your complaint by the end of the next working day.

If we cannot resolve your complaint to your satisfaction within 5 working days we will contact you to agree reasonable alternative timeframes. We will endeavour to send you our final 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 still unsatisfied with the final outcome at your request we can refer your complaint to our Internal Dispute Resolution (IDR) team. Our IDR team will review your dispute, and respond to the dispute within 15 working days of your complaint being referred to them provided they receive all necessary information and have completed any investigation required.

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

We expect our procedures will deal fairly and promptly with your complaint. If however you are not satisfied with our final decision or if we have not been able to resolve the complaint to your satisfaction within 45 days you may be able to take the complaint to the Financial Ombudsman Service (the FOS).

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

You can contact the FOS by:

- ▶ Telephone 1300 780 808
- ▶ Address Financial Ombudsman Service
GPO Box 3
Melbourne Victoria 3001
- ▶ Email info@fos.org.au or
- ▶ Website www.fos.org.au

The FOS will tell you if they can help you, as their services are not available to all customers.

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

If you want more information on the FOS, please ask us for a brochure.

Financial Claims Scheme

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

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

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA. Information about the FCS can be obtained from APRA by:

- ▶ Telephone 1300 55 88 49 or
- ▶ Website www.apra.gov.au

General Insurance Code of Practice

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

- ▶ Telephone (02) 9253 5100 or
- ▶ Website www.insurancecouncil.com.au

Terrorism Insurance Act 2003

Some sections of this policy exclude cover for damages as a result of terrorism.

In the event that damage to property occurs and the cause of the damage is declared a terrorist incident by the responsible Minister, then you may be afforded protection within the limits of indemnity of this policy by virtue of the Terrorism Insurance Act 2003. The operation of this Act may also serve to reduce the settlement of your loss to a percentage of the otherwise recoverable loss. In the event that the settlement is reduced then this will be at the direction of the Minister.

A more detailed explanation of the operation of the Terrorism Insurance Act 2003 can be obtained at www.arpc.gov.au.

Updating information

The information in this **PDS** and Policy Wording was current at the date of preparation. GIO may update some of the information in the **PDS** and Policy Wording that is not materially adverse from time to time without needing to notify you.

You can obtain a copy of updated information by contacting us on 13 10 10. We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a supplementary or replacement **PDS**.

Part B – Information for some policyholders only

This part applies to you if you chose cover under Policy section 5: Commercial motor for vehicles (not exceeding 2 tonnes).

You need to read this part if it applies to you.

The amount you pay for Policy section 5 (for vehicles)

The premium is the amount you pay us for this insurance. The premium payable by you will be shown on your **schedule**. Premiums include applicable Commonwealth and state taxes and charges. These include the goods and services tax and stamp duty. The amount of these taxes and charges will be shown on your **schedule**.

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

How various factors may affect your premium

The following table is a guide to the significant factors which impact generally on your premium in relation to Policy section 5: Commercial motor.

Factor	Lowers premium	Increases premium
Type of cover	Legal liability only	Comprehensive or Legal liability, fire and theft
Type of vehicle	Low risk vehicle	High risk vehicle
Market or agreed value	Market value	Agreed value
Vehicle accessories/ Modifications	None specified	Accessories and modifications that increase the risk of insurance
Age of driver(s)	Over 25 years of age	Under 25 years of age
No claim bonus	Higher rating	Lower rating
Vehicle use	Low risk use	High risk use
Sum insured	Lower sum insured	Higher sum insured
Postcode	Low risk postcode	High risk postcode
Claims experience	Low claims experience	High claims experience
Optional insurance	None taken	One or more taken
Voluntary excess	Higher	Lower
Occupation	Low risk occupation	High risk occupation
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 it means there is a higher chance of you making a claim and if so, for how much.

Why the cost of insurance can change

Your insurance premium can change during the **period of insurance** if the circumstances or risks covered by your policy change. For example, your premium will change if you change the use of the vehicle or add new covers to your policy. Also, each time you renew your insurance your premium is likely to change, even if your circumstances or the risks covered by your policy have not changed. This is because premiums are affected by:

- ▶ The total cost of current and future claims;
- ▶ The cost of claims we expect to pay in the future;
- ▶ Any changes in government taxes or charges;
- ▶ Our expenses of doing business.

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

Premium discounts

At times, we may offer premium discounts to particular customers – for example, those who take out insurance within a specified period.

The amount and type of discounts can change over time. We can vary or withdraw a discount at any time. Changes will not affect the premium for an existing policy during its current **period of insurance**.

For details of any discounts that may be available and the dollar difference these would make to your premium, please ask us when you obtain a quote or before renewing your policy.

Excesses

If **you** make a claim **you** may be required to pay one or more **excesses**.

There are a number of **excesses** which apply to Policy section 5: Commercial motor. The amount of each **excess** (other than the basic **excess**) is shown in the relevant section of the **PDS**. The amount of the basic **excess** will be shown on **your schedule**.

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

- ▶ the make, model and type of **vehicle** being insured, including modifications made to the **vehicle**;
- ▶ any voluntary **excess** that we may allow **you** to choose;
- ▶ the age and experience of people who will be driving the **vehicle**;
- ▶ the **sum insured** of the **vehicle**;
- ▶ where and how the **vehicle** is used;
- ▶ the type of cover chosen;
- ▶ the place where **your vehicle** is garaged;
- ▶ **your** previous insurance and claims history; and
- ▶ Optional insurance, Extra covers, Additional benefits and **endorsements**.

Part C: Your Mobile Business Protect Insurance Policy

Important information

1. Your policy

Based upon the information provided by you and subject to the premium being paid, **we** agree to insure **you** during the **period of insurance**. **Your period of insurance** starts on the date shown on **your schedule** and finishes at 4.00pm on the expiry date shown on **your schedule**.

Your policy is made up of this **PDS**, any applicable **SPDS**, the **schedule** and any **endorsements**. These should be read and kept together.

Your policy only includes cover under those policy sections that are shown as insured on the **schedule** and for those optional insurances that are shown on **your schedule**.

2. Who is insured?

You/your means the insured(s) named on the **schedule**. The policy provides insurance only for the parties shown on the **schedule** unless otherwise stated in individual policy sections.

3. Policy limits

We will not pay any more than the **sum insured** or **limit of liability** for each policy section, part of a policy section or individual item or cover that is shown on **your schedule**, unless **we** specifically state otherwise in **your** policy.

4. General provisions

The general policy conditions, general definitions, general claims conditions, and general exclusions form part of this policy. Unless otherwise expressly stated these apply to each of the policy sections, including any Extra covers, Additional benefits or Optional insurances in those policy sections.

Specific conditions, definitions and exclusions also apply to individual policy sections and any Extra covers, Additional benefits or Optional insurances in those policy sections.

Some words used in this policy have special meanings. These words are in bold. The words we have defined are listed in either the general definitions section on pages 25 to 28 or the definitions section in the applicable policy section.

General policy conditions

These conditions apply to all policy sections.

1. Change to risk

Our decision to insure **you**, and the premium that **we** charge **you**, is based on information provided by **you** about **your business** and **property insured**. **Your** insurance, including the amount of premium, may be affected if any of the facts or circumstances that existed at the start of the policy change during the **period of insurance**, including, for example:

- a. the nature of or type of **business** carried on by **you**. The activities carried on by you is material to the premium that we charge you and our decision to insure **you**;
- b. other circumstances that affect the **property insured** in such a way as to increase the risk of **damage** or **losses**;
- c. **your** interest in the policy ceases, including by operation of law; and
- d. the **business** is wound up or carried on by an insolvency practitioner or permanently discontinued;
- e. details of any conversion or modification to your **vehicle** made by someone other than the manufacturer. For example, if **you** give **your vehicle** wide tyres or wheels, or lower its suspension;
- f. if there is anyone under the age of 25 years who is likely to be a regular driver of the **vehicle**;
- g. change of **your** address, **your vehicle**, **your vehicle's** garage postcode or the way **you** use **your vehicle**.

You must immediately notify **us** of any changes in a. through to g. or any other changes that may increase the risk insured under **your** policy.

If **we** agree to continue to insure **you** after **you** have told **us** of the changes **you** tell **us** about, **we** will confirm this in writing. In some cases, **we** may only agree to continue to insure **you** under this policy if **you** agree to pay **us** additional premium.

2. The amount of cover

If **you** are not entitled to an **input tax credit** on **your** policy premium, all **sums insured** and **limits of liability** stated in **your** policy are GST inclusive (unless your policy states otherwise).

If **you** are entitled to an **input tax credit** on any part of the policy premium, the **sums insured** and limits of liability stated in **your** policy and on **your schedule** are exclusive of any **input tax credit** which **you** are or would be entitled to claim.

3. Reasonable care and reducing risk

You must take all reasonable steps to ensure that **you**:

- a. maintain appliances, fittings and fixtures in **your vehicle**, machinery, implements and plant in sound condition to minimise or avoid theft, **loss** or **damage**;
- b. ensure that only competent employees are employed;

- c. avoid or minimise **loss** of or **damage** to property or injury to other people;
- d. comply with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements;
- e. obtain certificates of inspection for all equipment required by any statute or regulations to be certified; and
- f. comply, at your expense, with all our recommendations to prevent or minimise theft, **loss** or **damage**.

You must:

- a. take all reasonable steps to prevent **loss** of or **damage** to your **vehicle**;
- b. take all reasonable care to prevent injury to another person or **damage** or another persons property;
- c. comply with all laws and safety requirements imposed by any authority or by state or national legislation; and
- d. keep all **vehicles** in a roadworthy condition.

4. Hazardous or dangerous goods

When hazardous or dangerous goods are used by the **business**, then such goods must be stored and used strictly in accordance with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements.

5. Other interests

You must tell **us** of the interest of all third parties (for example, banks or lessors) when **you** want their interest in any item insured under any policy section in this policy covered. If a person is not named or noted on the policy, they are not insured and cannot make a claim.

This means **we** will need to record the interest of the third party for those interests to be covered.

The third parties must comply with all the terms and conditions of **your** policy, including without limitation, the obligation to notify **us** and give **us** details of any other insurance that insures any risk insured by this policy.

6. Transfer of interest

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

7. Notification of other insurance

If there is any other insurance that insures any risk insured by this policy, **you** are required to notify **us** and give **us** details of the other insurance.

8. Changes in or waivers of the policy

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

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

9. Multiple insured parties

Except as otherwise expressly provided in Policy section 1: Public and products liability, where there is more than one person or organisation **insured** under this policy:

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

10. Keeping us up to date

You must tell **us** at the commencement of **your** policy and at each renewal if any authorised driver of **your vehicle**, including **you**, has:

- a. had a licence endorsed, suspended or cancelled in the past 5 years;
- b. has been charged or convicted of any criminal offence relating to arson, drugs, firearms, burglary, housebreaking, theft, robbery, receiving stolen goods, fraud, criminal or wilful **damage** or injury, assault to anyone;
- c. has been charged with or convicted of any motor offence or motor infringement (but not parking fines).

General claims conditions

These conditions apply to all policy sections.

1. Claim notification

If any **event** occurs which gives rise or may give rise to a claim **you** are required to:

- a. take all reasonable precautions to minimise or prevent further **loss, damage**, injury or illness;
- b. notify **us** as soon as possible and give **us** all the known details of the **event**;
- c. immediately send **us** any legal document or other communication **you** receive about the claim, including any legal proceedings brought against **you**;
- d. take all reasonable steps to recover **lost** or stolen **property insured**;
- e. notify the police immediately following a theft or burglary or if any **property insured** is misappropriated, **lost** or maliciously **damaged**;
- f. supply **us** with all the information and documentation that **we** request. If **we** ask **you** for a statutory declaration verifying the details of **your** claim and any other matters connected with it, **you** must provide it;
- g. if **you** make a claim for property that is **lost**, stolen or **damaged**, **you** must supply proof of **your** ownership or legal responsibility for such **property insured** and evidence of its value, if **we** ask for it. **We** will decide what is acceptable proof of ownership and value for any **property insured** based on what **property insured** **you** are claiming for, how old the item is and its residual value. **We** understand **you** may not keep such information for every **business** item **you** own, especially if items are recorded in **your** books of account. **You** or **your** accountant may have records for tax purposes and these may be sufficient to prove ownership;
- h. supply **us** with details of any other insurance that insures or may insure the **event**;
- i. not authorise the repair or replacement of anything without **our** agreement;
- j. retain and preserve all **damaged** property for our inspection prior to authorisation of repairs unless alterations and repairs are immediately necessary, for safety reasons or to minimise or prevent further **loss, damage** or injury. If repairs are necessarily carried out without **our** prior approval, **you** are still required where reasonably practical, to retain and preserve all **damaged** property for **our** inspection;
- k. **you** are to use **your** best endeavours to preserve all property, products, plant and all other things that may assist **us** in investigating or defending a claim against you, including assisting in determining if there are rights of recovery against another entity or person; and
- l. co-operate with **us** fully in any investigation, negotiation, defence or settlement of any claim. This may include attending court to give evidence.

2. Policy section 5: Commercial motor vehicle claim notification

In addition to all claims conditions, in respect of motor claims:

- a. contact **our** claims services as soon as possible on 13 14 46. We're available 24 hours a day. **Our** staff will advise **you** whether to bring **your vehicle** to one of our assessing centres or take it to a repairer. **We** can help with any other arrangements necessary to get **you** back on the road as quickly as possible;

- b. if **your vehicle** is involved in an **event**, **you** should 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 building and other property, please provide details of the address and owners names;
- c. if **you** get demands, a notice of prosecution, details of any inquest or similar communications from other parties involved in an **event**, **you** must tell **us** immediately. If **you** delay in telling **us**, **we** may not cover any legal or other costs that result from that delay;
- d. **you** must let **us** inspect and, if necessary, move **your vehicle** before repairs begin; and
- e. **you** must not accept any payment (including **excess** payments) from anyone unless **we** agree first.

3. Admitting liability

You must not admit liability for any **loss**, **damage** or injury, or settle or attempt to settle or defend any claim without **our** written consent.

4. Conduct of claims

We may appoint legal or other representatives to assist in the conduct of a claim. **We** shall have the right and full discretion to conduct claims. **We** reserve the right to negotiate and settle any claim on terms **we** consider appropriate.

5. Paying your excess

You must pay the **excess** that applies to claims under this policy. **We** have no liability to **you** under this policy until **you** have paid the **excess**. The **excess** that applies will depend on the circumstances of the claim. The amount of the **excesses** and the circumstances that each **excess** applies to are shown on the **schedule** or set out in the applicable policy section. **We** will tell **you** how to pay **your excess** and who to pay it to. In some cases, **we** will direct **you** to pay the **excess** directly to a supplier or repairer.

Some Additional benefits or Optional insurances have their own **excesses** which are in addition to any other **excess** that may apply to a claim. Except as otherwise expressly provided, if more than one **excess** can be applied to one **event**, then **you** will only need to pay the highest **excess**.

6. ITC entitlement

If any **event** occurs which gives or may give rise to a claim **you** must tell **us your** entitlement to **input tax credits** (ITC) for **your** insurance premium if **you** are registered, or are required to be registered for 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. When **we** calculate a payment to **you** for **your** claim, **we** can reduce it by any **input tax credits you** are, or would be, entitled to receive.

7. Cash payments

Any cash payments made to **you** under this policy will be based on costs including GST. However, if **you** are, or would be, entitled to claim any **input tax credits** for the repair or replacement of the **property insured** or for other things insured by the policy **we** will reduce **our** payment to **you** by the amount of **your input tax credit** entitlement.

8. Rights of recovery

We have the right to take action or institute legal proceedings, in **your** name, for the recovery of payments made and expenses incurred in relation to any claim insured by this policy, against any person, company or entity legally liable to **you** in respect of that claim. **You** must provide **us** with full information and all reasonable assistance in the recovery of those payments or expenses.

You must not enter into any agreement or make any admissions that have the effect of limiting or excluding **your** rights and **our** rights to recover payments and expenses without first obtaining **our** approval in writing to do so.

9. Discharge of our liabilities

If, at any time, **we** pay **you** the **sum insured** or **limit of liability** for any claim under this policy, the future conduct of the claim then becomes **your** responsibility. **We** may also pay any Extra covers, Additional benefits or Optional insurance that is in addition to the **sum insured** or **limit of liability**.

10. Our rights of possession

We, our employees or **our** agents have the right to enter any building or area where **loss** or **damage** has occurred and take possession of **property insured** or require the **property insured** to be delivered to **us**. **We** will deal with this property in a reasonable manner.

11. Salvage

After **we** have settled a claim by replacing a **damaged** item, if we so elect, the **damaged** or **lost property insured** becomes ours.

12. Claims preparation expenses

We will pay for accountant, claims consultants, surveyors, architects, engineers and other professional fees necessarily and reasonably incurred for the preparation of a valid claim made under this policy other than under Policy section 4: Tax probe. The most **we** will pay is \$20,000 or 25% whichever is the lesser, of the total amount payable under Policy section 4: Tax probe as a result of one **event**.

13. Subrogation agreements

If another person is, or could have been, liable to compensate **you** for any **loss, damage** or **legal liability** otherwise, covered by the policy, but **you** have agreed with that person either before or after the **loss, damage** or **legal liability** occurred that **you** would not seek to recover any moneys from that person, **we** will not cover **you** under the policy for any such **loss, damage** or **legal liability**.

General exclusions

These exclusions apply to all policy sections unless specifically stated otherwise.

1. Conflict

This policy does not insure claims directly or indirectly caused by, or arising from, or in consequence of, or contributed to by:

- a. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- b. expropriation including lawful seizure, resumption, confiscation, nationalisation, destruction or **damage** to property by or under the order of any government or public or local authority; or
- c. looting, sacking or pillaging following any of the **events** stated in a. or b. above.

2. Consequential loss

This policy does not insure **loss** of use, **loss** of earning capacity, **loss** by delay, lack of performance, **loss** of contract or depreciation in the value of land and stock and any other consequential loss of any kind.

This exclusion does not apply to Policy section 1: Public and products liability.

3. Nuclear

This policy does not insure claims directly or indirectly caused by, or arising from, or in consequence of, or contributed to by:

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission and/or fusion; or
- b. nuclear weapons material.

4. Non-compliance

This policy does not insure **loss** or **damage** or liability caused by or as a result of **your** failure to comply with any relevant statutory obligations, by-laws, regulations, public authority requirements or safety requirements.

This exclusion does not apply to Policy section 2: Professional indemnity.

5. Intentional acts

This policy does not insure:

- a. any intentional or wilful act or omission by **you, your family** members or **your** employees with **your** connivance; or
- b. fraudulent or dishonest acts committed by **you, your family** members or **your** employees acting alone or in collusion with others.

6. Terrorism

This policy does not insure:

- a. personal injury, **damage** to property, legal liability, **loss, damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **terrorism** regardless of any other cause or **event** contributing concurrently or in any other sequence to the personal injury, **damage** to property, legal liability, **loss, damage**, cost or expense; or
- b. personal injury, **damage** to property, legal liability, **loss, damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

However, this exclusion does not apply to Policy section 3: Portable and valuable items.

7. Electronic data exclusion

This policy will not insure:

- a. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **data**;
- b. error in creating, amending, entering, deleting or using **data**;
- c. total or partial inability or failure to receive, send, access or use **data** for any time or at all; from any cause whatsoever, regardless of any other contributing cause or **event** whenever it may occur; or

In addition, this policy will not insure legal liability for communication, display, distribution or publication of **data**, however this does not apply to bodily injury, death, sickness, disease, disability, shock, fright, mental injury, mental anguish or **loss** of consortium resulting from any of them.

Exclusion 7. b. does not apply when Policy Section 2. Professional indemnity is shown as insured on the **schedule**.

General definitions

Unless defined differently in individual policy sections, these definitions apply to all policy sections.

Accidental

Unexpected and unintended from **your** standpoint.

Aircraft

Anything made or intended to fly or move in or through the air or space other than model aircraft. Aircraft includes **hovercraft** and remote control devices.

Animal(s)

Any living creature including but not limited to livestock, birds, fish, vermin, insects.

Business

The business(es) shown and described on the **schedule**.

Canada

The Dominion of Canada and its respective territories, protectorates or dependencies.

Computer virus

A corrupting, harmful, or otherwise unauthorised piece of code that infiltrates **your** computer equipment, including a set of unauthorised instructions, programmatic or otherwise, that propagates itself through **your** computer equipment. Computer virus includes “trojan horses”, “worms” and “time or logic bombs”.

Damage or Damaged

Sudden and unforeseen physical damage or destruction

Data

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

Electronic equipment

Any electronic equipment including, but not limited to mobile phones, laptops, palm pilots, computers, scanners, printers, word processors, electronic processing systems, photocopiers, facsimile machines, electronic cash registers, electronic scales and electronic testing or analysing equipment used by **you** in the **business**.

Endorsement

Documentary evidence of an alteration to the policy which forms part of the policy.

Event or events

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

Excess

The amount which is payable by **you** for each claim made under this policy.

General definitions (Cont'd)

Unless defined differently in individual policy sections, these definitions apply to all policy sections.

Family

- a. your spouse, your partner or your de facto who lives with you;
- b. your parents and parents-in-law;
- c. your children and children of your spouse, partner or defacto (not being your children) who live with you;
- d. your brothers and sisters.

For the purposes of this definition “you” and “your” refers to the directors, owners and officers of the **insured**.

Flood

The covering of normally dry land by water that has escaped or been released from the normal confines any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not is has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal; or
- g. a dam.

Fungus/Fungi

Fungi are a group of simple plants that have no chlorophyll. They include but are not limited to mould, mildew, and yeast. Fungi also include spores.

Hovercraft

Any vessel, craft or thing made or intended to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

Input tax credit

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

Insured/you/your

Any person, company or legal entity shown on the **schedule** as the **insured**

Loss/losses/lost

Sudden or unforeseen physical loss.

Media

Material on which **data** is recorded or stored, such as magnetic tapes, hard drives, cartridges, dongles, CD's, DVD's, USB's, flash drives, memory cards or floppy disks.

Unless defined differently in individual policy sections, these definitions apply to all policy sections.

Money

Cash, bank notes, currency notes, negotiable cheques, negotiable securities, traveler's cheques, debit and credit card vouchers, discount house vouchers, money orders, postal orders, unused postage stamps, revenue stamps, lottery tickets, stored value cards, public transport boarding tickets, authorised gift vouchers, valuable documents (but limited to certificates of stock, bonds, coupons and all other types of securities) and the contents of franking machines.

Money does not include collectable items (for example coin or stamp collections) or anticipated revenue.

Period of insurance

The period of time shown on the **schedule** during which insurance is provided under this policy.

Personal injury

- a. bodily injury, death, sickness, disease, disability, shock, fright, mental anguish, mental injury or **loss** of consortium;
- b. false arrest, false imprisonment, wrongful eviction, wrongful detention or malicious prosecution;
- c. libel, slander, defamation of character or invasion of right of privacy; or
- d. assault and battery not committed by **you** or at **your** direction unless committed for the purpose of preventing or eliminating danger to persons or property.

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste materials. Waste includes material to be recycled, reconditioned or reclaimed.

Product Disclosure Statement (PDS)

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

Property insured

The property as described on the **schedule** in respect of each policy section.

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.

General definitions (Cont'd)

Unless defined differently in individual policy sections, these definitions apply to all policy sections.

Schedule

The record of the particulars of **your** insurance which forms part of this policy. The schedule is issued when we have accepted **your** insurance.

At each renewal of **your** policy, the renewal schedule becomes **your** current schedule.

Updated schedules or **endorsements** may also be sent to **you** showing alterations to **your** policy.

Supplementary Product Disclosure Statement (SPDS)

An SPDS updates or adds to the information in the **PDS**.

Sum insured or limit of liability

The amount shown as the sum insured or limit of liability on the **schedule** for a policy section, part of a policy section or individual item or cover. The sum insured and limit of liability include GST.

Terrorism

An act, including but not limited to the use of force or violence (or threat of force or violence) by any person or group of people acting alone, or on behalf of or in connection with any organisation or government, that from its nature or context are done for, or in connection with, political, religious, ideological, ethnic or similar reasons with the intention to influence any government or put the public or any section of the public in fear.

Vehicle

Except in relation to Policy section 5: Commercial motor, any type of machine on wheels or on caterpillar tracks (including any trailer, caravan or other apparatus attached to the machine) made or intended to be propelled other than by manual or animal power.

Watercraft

Anything made or intended to float or travel on or through water other than model boats

We/us/our

AAI Limited ABN 48 005 297 807 AFSL 230859 trading as GIO.

Policy section 1: Public and products liability

About this policy section

This policy section covers **your legal liability** to pay compensation for **personal injury** to another person (other than employees or deemed employees), **damage** to property owned or controlled by someone else, or **advertising liability** which is caused by an **occurrence** in connection with the **business**, including **legal liability** for **personal injury** or **property damage** caused by **your products**.

Your insurance under this policy section

We cover

If 'Public and products liability' is shown under 'Sections Insured' in the **schedule**, we will insure **you** for **your legal liability**, provided the **property damage, personal injury** or **advertising liability**

- a. occurs during the **period of insurance**;
- b. is caused by an **occurrence** in connection with the **business** or **your products**;
- c. occurs within the **geographic limitations**; and
- d. was not intended or expected by **you**.

What is legal liability?

Legal liability means that a court or tribunal finds, or we accept, that **you** are legally responsible to pay compensation for:

- ▶ **Property damage** in respect of property owned or controlled by someone else; or
- ▶ **Personal injury** to another person (other than employees); or
- ▶ **Advertising liability**.

We do not cover

This policy section (including the Additional benefits unless expressly stated otherwise) does not cover **you** for liability arising directly or indirectly out of or caused by, through, or in connection with, or for:

1. Types of advertising liability

In respect of **advertising liability**:

- a. an act, error or omission that occurs prior to the first **period of insurance** of this policy section;
- b. statements made by **you** or at **your** direction in the knowledge that such statements are false;
- c. the failure of performance of contract but this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract;
- d. any incorrect description of products or services;
- e. any mistake in advertised price of products or services;
- f. failure of **your products** or services to conform with advertised performance, quality, fitness or durability;
- g. the export of **your products** to or **business** visits by **your** directors, executives and employees to the **United States** and **Canada**; or
- h. **your business's** involvement in publishing, broadcasting, telecasting, internet publishing, newspaper or magazine publishing.

2. Pollution

- a. the discharge, dispersal, release or escape of **pollutants** into or upon land, the atmosphere or water unless such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended from **your** standpoint and takes place in its entirety at a specific time and place;
- b. the cost of preventing, removing, nullifying or cleaning up any contamination or pollution as a consequence of the discharge, dispersal, release or escape of any **pollutants**. However this paragraph b. does not apply to removal, nullifying or cleaning up costs which are consequent upon a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place, or
- c. the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of **pollutants** caused by any of **your products** that has been discarded, dumped, abandoned or thrown away by others.

3. Asbestos

- a. the inhalation of (including the fear of inhalation of, or exposure to) asbestos, asbestos fibres or derivatives of asbestos;
- b. **property damage**, or **loss** of use or diminution in value of property, arising directly or indirectly, out of or caused by, through or in connection with asbestos, asbestos fibres or derivatives of asbestos; or
- c. the cost of cleaning up, removing, treating, controlling, storing or disposing of asbestos, asbestos fibres or derivatives of asbestos or any other associated expenses.

4. Employers liability

- a. **personal injury** to any of **your** employees arising out of or in the course of their employment in **your business**;
- b. **personal injury** to any person who, is pursuant to any statute relating to workers' compensation, deemed to be an employee of **yours** or in respect of which **you** are entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any statute relating to workers' compensation whether or not **you** are a party to such contract of insurance; or
- c. any liability imposed by the provisions of any workers' compensation statute or any industrial award or agreement or determination.

However, this exclusion does not apply to claims for **loss** of consortium by the spouse of any of **your** employees or the spouse of any person who is pursuant to any statute relating to workers' compensation deemed to be an employee of **yours**.

5. Vehicles

the ownership, use, legal possession, or legal control by **you** of any **vehicle** or any attachment to such **vehicle**;

- a. which is registered;
- b. in respect of which registration or insurance is required by virtue of any legislation relating to **vehicles**; or
- c. in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not insurance is effected).

However, this exclusion will not apply to the cover provided by Additional benefit 3. Vehicles.

6. Aircraft and watercraft

- a. the ownership, legal possession, legal control or use by **you** or the use on **your** behalf of:
 - i. any **aircraft**; or
 - ii. any **watercraft** exceeding eight (8) metres in length unless such a **watercraft** is owned and operated by others and used by **you** for **business** entertainment;
- b. the selling or manufacturing of **aircraft** or the manufacture, assembly and/or supply of any products that are used with **your** knowledge in **aircraft**;
- c. the leasing, hiring or chartering of **aircraft** to or from **you**;
- d. the repair, service or maintenance of **aircraft** or **aircraft** products or the installation of any products into **aircraft** unless such repair, service, maintenance or installation does not affect the flying capabilities or safety of the **aircraft** and this policy section has been endorsed accordingly; or
- e. the repair, service or maintenance of **watercraft** exceeding eight (8) metres in length or the installation of any products into **watercraft** exceeding eight (8) metres in length unless such repair, service, maintenance or installation does not affect the navigation, propulsion or safety of such **watercraft**.

7. Professional duty

- a. a breach of any professional duty owed by **you** or anyone for whose breaches of such duty **you** may be legally liable;
- b. the performance of treatment to humans or animal(s) for beautification, cosmetic enhancement or to remedy illness, mental or physical deficiency, disease or injury;
- c. the prescribing of activities, pharmaceuticals, medical or herbal remedies to improve performance or appearance, or to alleviate pain, illness, mental or physical deficiency, disease or injury; or
- d. dispensing of drugs, medicines, pharmaceutical supplies or artificial aids.

However, this exclusion does not apply to the rendering of or failure to render first aid.

8. Fines, penalties and punitive damages

fines, penalties, liquidated **damages**, punitive, exemplary or aggravated **damages** however imposed.

9. Product and known defects

- a. **damage** to **your products** if that **damage** is attributable to any defect in them or their harmful nature or not fit for purpose.
- b. any defect or deficiency in **your products** of which **you** or **your** agents have knowledge or have reason to suspect at the time when **your products** pass from **your** actual physical custody or from the actual physical custody of any person under **your** control.

10. Product recall

the withdrawal, recall, inspection, repair, replacement or **loss** of use of **your products** or of any property of which they form a part, if **your products** are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

11. Loss of use

the **loss** of use of tangible property which has not been physically **damaged** or destroyed resulting from:

- a. delay in or lack of performance by **you** or on **your** behalf of any contract or agreement; or
- b. the failure of **your products** or work performed by **you** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by **you**.

However, this paragraph b. does not apply to **loss** of use of other tangible property resulting from sudden and **accidental** physical **damage** to or destruction of **your products** after **your products** have been put to use by any person or organisation other than **yourself**.

12. Faulty workmanship

the cost of performing, completing, correcting or improving any work undertaken by **you** or on **your** behalf or for **your** benefit. However, this exclusion does not apply in respect of liability for **personal injury** or **property damage** resulting from faulty or defective workmanship.

13. Defective design

any defective or deficient design or error in formula or in specification provided by **you** for a fee.

14. Aircraft landing areas

the use of any land, property or structure as an airport, **aircraft** hangar or **aircraft** landing area, where such airport, **aircraft** hangar or **aircraft** landing area:

- a. is required by law to be issued with a licence permitting regular public transport operations of **aircraft** having a maximum passenger seating capacity of more than 30; or
- b. has more than 1,000 flight movements per year.

15. Jurisdiction limits

- a. any action brought or instituted against **you** or any judgement obtained against **you** (whether or not such judgement is enforced by the courts of the Commonwealth of Australia or New Zealand) in any country other than the Commonwealth of Australia or New Zealand, regardless of whether **you** are represented by a branch or by an employee domiciled in that country or by a company, firm or individual holding **your** power of attorney.

However, this exclusion does not apply to actions and judgements arising from **business** visits (but not **manual labour** or supervision of **manual labour** and not in respect of **advertising liability** arising from **business** visits to the **United States** or **Canada**) by travelling directors and employees of the **named insured** normally resident in the Commonwealth of Australia or New Zealand to any country other than the **United States** or **Canada**; or

- b. any actions brought or instituted against **you** or any judgement obtained against **you** (whether or not such judgement is enforced by the courts of the Commonwealth of Australia or New Zealand) within the **United States** or **Canada**.

However, this exclusion does not apply to any recognition or enforcement action brought or instituted within the Commonwealth of Australia or New Zealand relating to a judgement obtained against **you** within the **United States** or **Canada** arising from **business** visits (but not **manual labour** or supervision of **manual labour** and not in respect of **advertising liability** arising from **business** visits to the **United States** or **Canada**) by travelling directors and employees of the **named insured** normally resident in the Commonwealth of Australia or New Zealand.

16. Preventing our right of recovery

any amount **you** are unable to recover because of a contract or agreement that **you** have entered into which excludes or limits **your** rights to recover that amount.

17. Contractual liability

any liability assumed under any contract or agreement. However, this exclusion does not apply to:

- a. liability which would have been implied or imposed by law in the absence of such contract or agreement;
- b. liability assumed under those contracts specified in the **schedule**;
- c. liability assumed under any written lease of, or agreement for the rental of real property, where such lease or agreement does not include an obligation by **you** to insure such property; or
- d. liability assumed under a written contract with a public authority for the supply to **you** of water, gas, electricity or communication services except where such contract is a contract by which **you** agree to perform work for or on behalf of that public authority;
- e. the cover provided by Additional benefit 4 – Interested Parties.

Paragraphs c. and d. do not apply to liability assumed by **you** under the relevant lease, contract or agreement to indemnify a party in respect of an act or omission for which it is wholly responsible, unless such liability would otherwise have been implied or imposed on **you** by law.

18. Internet and computer operations

- a. **your internet operations**; or
- b. any liability for **property damage** to **data** and **media** arising directly or indirectly out of or caused by, through or in connection with:
 - i. the use of any computer hardware or software;
 - ii. the provision of computer or telecommunications services by **you** or on **your** behalf; or
- c. any **loss** or **damage** caused by any **computer virus**.

However, this exclusion does not apply to **personal injury** or **property damage** arising out of any material prepared by the manufacturer in respect of product use, safety instructions or warnings which are reproduced on **your** website.

19. Libel or slander

the publication or utterance of a libel, slander or defamation:

- a. made prior to the commencement of the **period of insurance**;
- b. made by **you** or at **your** direction with the knowledge that it is false; or
- c. related to advertising, publishing, printing, broadcasting or telecasting activities conducted by **you** or on **your** behalf.

20. Property in physical or legal control damage to or **loss** of:

- a. property owned, leased or rented by **you**; or
- b. property in **your** physical or legal control.

However, this exclusion will not apply to the cover provided by Additional benefit 2. Property in **your** physical or legal control or paragraphs e. and f. of Additional benefit 3. Vehicles.

21. Hot work

flame cutting, flame heating, arc or gas welding, metal grinding or any similar operation in which welding, metal grinding or cutting equipment is used, except where such use is carried out in strict compliance with all relevant statutes and Australian Standards 1674.1 and 1674.2 (or any subsequent amendments).

22. Underground works

any underground works including digging, trenching or excavation unless **you** can establish that **you** and **your** employees have strictly complied with the relevant regulations and Australian Standards in carrying out this work, including making all searches of underground services before undertaking any underground works.

23. Weakening of support to property

damage to any land, property or building or contents of a building caused by or arising out of any:

- a. vibration of that land, property or building; or
- b. removal or weakening of support of that land, property or building.

24. Molestation

the molestation of, the interference with, the mental abuse or the physical abuse of any person by:

- a. **you**;
- b. any employee; or
- c. any person performing any voluntary work or service for **you** or on **your** behalf.

Extra covers

Legal costs

We cover

If **we** agree to pay a claim under this policy section, **we** will pay all charges, expenses and legal costs incurred by **us** or by **you**, with **our** written consent, in the settlement or defence of the claim for compensation made against **you**.

Any amount payable under this Extra cover is in addition to the **limit of liability**.

Additional benefits

We will also provide the following Additional benefits in this policy section subject to the General exclusions, policy section exclusions and any **endorsement**.

Unless stated otherwise below, any amounts payable under these Additional benefits do not apply in addition to the **limit of liability**.

All **loss**, **damage** or injury that is covered by these Additional benefits must occur during the **period of insurance**.

1. First aid costs

We cover

We will pay any expenses incurred by **you** for first aid to others at the time of an **occurrence** during the **period of insurance** covered by this policy section.

2. Property in your physical or legal control

We cover

Under this Additional benefit, we will pay a claim for **your legal liability** (as if the words “owned or controlled by someone else” were deleted from the definition of ‘Legal Liability’):

- a. to any customer, **principal** or person for whom **you** perform work in the course of the **business** for:
 - i. the cost of replacing keys or security cards which are **damaged**, destroyed, **lost** or stolen whilst in **your** physical or legal control or that of another person or entity who undertakes or has undertaken work on **your** behalf;
 - ii. the cost of replacing, recalibrating or re-keying locks, locking mechanisms or other security devices which results from the **damage**, destruction, **loss** or burglary of keys or security cards whilst in **your** physical or legal control or that of another person or entity who undertakes or has undertaken work on **your** behalf;
 - iii. the **loss** of use of keys, security cards, locks, locking mechanism or other security devices caused by the **damage**, destruction, **loss** or burglary of keys or security cards whilst in **your** physical or legal control or that of another person or entity who undertakes or has undertaken work on **your** behalf;

subject to:

- ▶ a maximum of \$5,000 in respect of any one **occurrence** and in the aggregate any one **period of insurance** unless some other **limit of liability** is specified in the **schedule** or attached by **endorsement**; and
 - ▶ **you** contributing an amount of \$500 as the first payment of any claim in addition to any **excess** specified elsewhere in this policy section or **schedule**.
- b. for **damage** to or **loss** of **vehicles** (not belonging to **you** or used by **you** or on **your** behalf) in **your** physical or legal control where such **loss** or **damage** occurs whilst any such **vehicle** is in a car park owned or operated by **you** provided that **you** as part of **your business** do not operate such car park for reward, subject to a maximum of \$250,000 any one **occurrence** or any other greater amount set out in the **schedule**;
 - c. for **damage** to or **loss** of employees’ and directors’ property to the extent it is not otherwise covered under Policy section 3: Portable and Valuable items or Policy section 5: Commercial motor, subject to a maximum of \$250,000 any one **occurrence** or any other greater amount set out in the **schedule**;
 - d. for **damage** at a work site or building temporarily occupied by **you** for the purpose of carrying out work in connection with the **business** or **damage** to or **loss** of the contents of such premises, up to the **limit of liability** shown on the **schedule**; or
 - e. for **damage** to or **loss** of property not owned by **you** but in **your** physical or legal control (other than property referred to in subparagraphs a. through to d. of this Additional benefit and e. and f. of the Additional benefit 3. Vehicles), subject to a maximum of \$250,000 any one **occurrence** or any other greater amount set out in the **schedule**.

This additional benefit 2 overrides policy section exclusion 20: Property in physical or legal control to the extent of any inconsistency.

3. Vehicles

We cover

Under this Additional benefit, we will pay a claim for **your legal liability** (as if the words “owned or controlled by someone else” were deleted from the definition of **Legal Liability**) for:

- a. **personal injury** arising out of an **occurrence** which is partially (to the extent of that part) or totally outside the indemnity afforded under such compulsory liability insurance or other legislation relating to **vehicles** and where the reason the **occurrence** is outside the indemnity afforded by compulsory liability insurance or statutory indemnity does not involve a breach by **you** of legislation relating to **vehicles**;
- b. **property damage** arising out of or during loading and unloading of goods to or from any **vehicle** in the course of the **business**;
- c. **property damage** caused by the operation or use of any **vehicle** which is principally designed for lifting, lowering, loading or unloading any goods and is not also a road transport **vehicle** whilst being operated or used by **you** or on **your** behalf in the course of the **business**;
- d. **property damage** caused by the use of any tool or plant forming part of or attached to or used in connection with any **vehicle** other than when travelling to or from any work site or transporting or carting goods;
- e. **property damage** to **vehicles**, not belonging to **you** or used by **you** or on **your** behalf, but in **your** physical or legal control while being driven on a public **road**, for the purpose of servicing, repairing or testing as part of **your business**, subject to a maximum of \$250,000 any one **occurrence** unless some other **limit of liability** is specified in the **schedule** or attached by **endorsement**; or
- f. **property damage** caused by the use of any **vehicle** not belonging to **you** but in **your** physical or legal control whilst being driven or moved for the purpose of servicing, repairing, delivery or testing as part of **your business**, subject to **you** contributing an amount of \$500 as the first payment of any claim in addition to any other **excess** specified elsewhere in **your** policy or **schedule**.

This Additional benefit 3. overrides policy section exclusion 5: Vehicles and policy section exclusion 20: Property in physical or legal control, to the extent of any inconsistency.

We do not cover

We will not pay whilst the **vehicle** is:

- a. engaged in or being tested in preparation for racing or pacemaking;
- b. any reliability trial or hill climbing test;
- c. being driven on any racetrack or speedway;
- d. being towed by another vehicle;
- e. being driven whilst in an unroadworthy condition unless the liability incurred was not caused or contributed to by such unroadworthiness;
- f. being driven by, or is in the charge of, someone who:
 - i. was under the influence of, or had their judgement affected by, any alcohol or drug;
 - ii. had more than the legal limit of alcohol in their breath or blood, as shown by analysis;
 - iii. refused to take a legal test for alcohol or drugs or
 - iv. was not licensed, not correctly licensed or not complying with the conditions of their licence.

However, we will cover **you** under i. through iv. 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**; or

- g. at the time of the **occurrence**, more than 100 kilometres from:
 - i. the location where the vehicle was being worked upon, or
 - ii. the regular garage address of the vehicle.

In relation to paragraphs e. and f. under what 'We cover' we will not be liable for the first:

- i. \$1,000 when the **vehicle** is being driven by a person under 25 years of age;
- ii. \$250 when the **vehicle** is being driven by a person who has not held a driving licence in relation to the class of **vehicle** for two or more consecutive years.

These **excesses** are cumulative to the extent that one or more of the above circumstances apply and they are also in addition to the amount of any other applicable **excess** specified in this policy section or the **schedule**.

This Additional benefit 3 overrides policy section exclusion 5: Vehicles and policy section exclusion 20: Property in physical or legal control, to the extent of any inconsistency.

4. Principals

We cover	<p>Under this Additional benefit, we will pay a claim for the legal liability of a principal of yours subject to the same terms and conditions that apply to you.</p> <p>This Additional benefit will only apply:</p> <ol style="list-style-type: none">to a legal liability for personal injury or property damage incurred by the principal which arises directly from your negligence in the performance of the contract between you and the principal;to the extent the cover under this Additional benefit is required by the contract between you and the principal; andwhere a claim made by you in relation to the occurrence which gives rise to the principal's legal liability would not be excluded or otherwise outside the cover provided by this policy section.
We do not cover	<p>This Additional benefit will not extend to legal liability incurred by a principal which:</p> <ol style="list-style-type: none">arises out of or in connection with the principal's own negligence, acts, errors or omissions;arises independently of your performance of the contract between you and the principal; orarises from an occurrence in respect of which you or the principal are entitled to be indemnified pursuant to a policy which provides workers compensation insurance or any other policy or scheme which provides cover against liability for injuries to workers or employees.

5. Interested Parties

We cover	<p>Under this Additional benefit, we will pay a claim for the legal liability of an interested party subject to the same terms and conditions which apply to you.</p> <p>This Additional benefit will only apply:</p> <ol style="list-style-type: none">to a legal liability for personal injury or property damage incurred by the interested party which arises directly from your negligence in the performance of a contract or agreement entered into between you and the interested party in connection with your business;to the extent the cover under this Additional benefit is required by the contract or agreement between you and the interested party; andwhere a claim made by you in relation to the occurrence which gives rise to the legal liability would not be excluded or otherwise outside the cover provided by this policy section.
We do not cover	<p>This Additional benefit will not extend to legal liability incurred by an interested party which:</p> <ol style="list-style-type: none">arises out of or in connection with the interested party's own negligence, acts, errors or omissions;arises independently of your performance of the contract or agreement between you and the interested party; orarises from an occurrence in respect of which you or the interested party are entitled to be indemnified pursuant to a policy which provides workers compensation insurance or any other policy or scheme which provides cover against liability for injuries to workers or employees. <p>This Additional benefit does not apply to your principals, even if such principal is noted as an interested party on the schedule.</p>

6. Non-Manual Work Worldwide Cover

We cover	<p>We will pay a claim for legal liability which results in personal injury or property damage occurring during the period of insurance arising from non-manual work carried out by you anywhere in the world provided that at the time of the work being carried out, the person carrying out that work is normally a resident in the Commonwealth of Australia or New Zealand.</p>
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7. Representation costs

We cover	<p>We will pay the costs of representing you at an inquest or in any court of summary jurisdiction relating to an occurrence occurring during the period of insurance which may give rise to legal liability covered under this policy section, if you have notified us in advance and we have given our written consent prior to you incurring these costs.</p>
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What we pay

Public liability

Subject to the limits that apply to products liability claims, we will pay up to the 'Public liability' **limit of liability** for any claim or series of claims for **personal injury, property damage** or **advertising liability** caused by or arising out of one **occurrence** or series of **occurrences** arising out of one original cause.

Products liability

We will pay, in the aggregate, up to the 'Products Liability' **limit of liability** for **your legal liability** arising out of any **occurrences** that happen during the **period of insurance** in connection with **your products**.

Legal costs

Unless stated otherwise, the Extra cover Legal costs are in addition to the **limit of liability**. Subject to the terms and conditions of the exclusion 15. Jurisdiction limits paragraph b.; for any claim arising from a recognition or enforcement action brought or instituted within the Commonwealth of Australia or New Zealand relating to a judgement obtained against **you** within the **United States** or **Canada** arising from **business** visits (but not **manual labour** or supervision of **manual labour** and not in respect of **advertising liability** arising from **business** visits to the **United States** or **Canada**) by travelling directors and employees of the **named insured** normally resident in the Commonwealth of Australia or New Zealand, the **limit of liability** is inclusive of the Extra cover Legal costs and Additional benefits.

Application of limit of liability to claims that exceed the limit

If we pay the **limit of liability** in respect of any claim or series of claims we will not be obliged to defend any legal action against **you**. We will have no further liability under this policy section with respect to the claim or series of claims (including legal costs) except for Additional benefits incurred by **you** with our permission prior to the date of payment.

If a payment exceeding the **limit of liability** has to be made to dispose of a claim, or legal action against **you**, our liability to pay any Additional benefits will be limited to that proportion of those Additional benefits as the **limit of liability** bears to the amount paid to dispose of the claim or legal action.

Excess

The **excesses** that are shown on the **schedule** apply. Other **excesses** set out in this policy section or any **endorsement** may also apply.

Policy section conditions

These conditions apply to this policy section.

1. Joint insureds

Where **you** are comprised of more than one party we will deal with any claim as though a separate policy had been issued to each one of those parties, provided that nothing in this clause shall operate to require us to pay more than the **limit of liability** shown in the **schedule**.

We agree to waive all rights of subrogation or action which we may have against any such entity in relation to matters covered by this policy section.

2. Reasonable care

You must:

- a. exercise reasonable care to avoid and minimise **personal injury** or **property damage**, which includes taking reasonable measures to maintain all situations, fittings and plant in sound condition; and
- b. at **your** own expense take reasonable action to trace, recall or modify any, or all, of **your products** containing any defect or problem of which **you** have knowledge, or reason to suspect. This includes any compulsory recall or ban imposed by a government or statutory agency.

3. Inspection of property

We will be permitted to, but not obliged to, inspect the operations or **property insured** of **your business** at any time. Our inspection, or lack of inspection, does not constitute a recognition, admission or waiver of rights by us that any **property insured** or operation of **your business** is safe.

Definitions

The following words have the following meanings for this policy section only. **You** should also refer to the General definitions section starting on page 25.

Advertising liability

- a. any infringement of copyright or passing off of title or slogan; or
- b. unfair competition, piracy, idea misappropriation contrary to an implied contract; or
- c. invasion of privacy committed or alleged to have been committed during the **period of insurance** in any advertisement, publicity article, broadcast or telecast and caused by or arising out of **your** advertising activities.

Canada

The Dominion of Canada and its respective territories, protectorates or dependencies.

Geographic limitations

- a. anywhere in the Commonwealth of Australia or New Zealand; and
- b. elsewhere in the world but only in respect of:
 - i. **business** visits by directors and employees of the **named insured** who normally reside in the Commonwealth of Australia or New Zealand, other than directors or employees who are engaged in or supervising **manual labour** during such visits and not in respect of **advertising liability** arising from **business** visits to the **United States** or **Canada**; or
 - ii. **your products** exported from the Commonwealth of Australia or New Zealand, other than **your products** exported to the **United States** or **Canada**.

Interested party

Any person, company or legal entity shown on the **schedule** as the **interested party**.

Internet operations

- a. use of electronic mail systems by **you** or **your** employees, including part time and temporary staff, and others within **your business** or others communicating with **your business** by electronic mail;
- b. access through **your** network to the world wide web or a public internet site by **you** or **your** employees, including part time and temporary staff, and others within **your business**;
- c. access to **your** intranet (internal company information and computing resources) which is made available through the world wide web for **your** customers or others outside **your business**; and
- d. the operation and maintenance of **your** website.

Legal liability

A court or tribunal finds, or we accept, that **you** are legally responsible to pay compensation for **property damage** in respect of property owned or controlled by someone else; or **personal injury** to another person (other than employees) or **advertising liability**.

Manual labour

Work primarily involving physical exertion, but does not include activities associated with marketing, promotion, demonstration or selling.

Named insured

The person, company or legal entity shown as the **insured** on the **schedule**.

Occurrence

An **event** neither expected nor intended from **your** standpoint including continuous or repeated exposure to substantially the same general conditions.

Personal injury

- a. bodily injury, death, sickness, disease, disability, shock, fright, mental anguish, mental injury or **loss** of consortium;
 - b. false arrest, false imprisonment, wrongful eviction, wrongful detention or malicious prosecution;
 - c. libel, slander, defamation of character or invasion of right of privacy; or
 - d. assault and battery not committed by **you** or at **your** direction unless committed for the purpose of preventing or eliminating danger to persons or property.
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Principal

A party who **you** have entered into a written contract with in connection with **your business** where **you** agree to perform work, provide **your** services or supply **your products** to the party and the contract requires **you** to obtain insurance for legal liabilities incurred by that party which arise from **your** performance of the contract.

Property damage

- a. physical **damage** to or destruction of tangible property (which includes **loss** of property) including the **loss** of use of the property **damaged** or destroyed; or
 - b. **loss** of use of tangible property which has not been physically **damaged** or destroyed provided such **loss** of use is caused by physical **damage** to or **loss** or destruction of other tangible property.
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United States

The United States of America and its respective territories, protectorates or dependencies.

Your product(s)

- a. any thing (including any component, packaging or container of or for such thing) after it has ceased to be in **your** possession or control which has been manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by **you** in the course of **your business**. The term includes any thing (including any component, packaging or container of or for such thing) which by operation of a law of the Commonwealth of Australia you are deemed to have manufactured.
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You, your, yours, yourself

- a. your personal representatives in the **event** of your death;
 - b. all subsidiary companies (now or hereafter constituted) of the **named insured** which are incorporated within the Commonwealth of Australia or New Zealand and which carry on **your business**;
 - c. any director, executive officer, employee, partner or shareholder of the **named insured** or the companies as designated in paragraph b. but only whilst acting within the scope of their duties in such capacity;
 - d. voluntary workers but only whilst acting within the scope of their duties in such capacity;
 - e. any employee, work experience personnel, office bearer or member of social, sports, fire fighting or welfare organisations, canteen and first aid facilities formed with the consent of the **named insured**, the companies as designated in paragraph b. or the persons as designated in paragraph c.; and
 - f. where the **named insured** is a club or association, any member of such club or association, but only whilst engaged as a member in activities organised by the club or association.
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Policy section 2: Professional indemnity

About this policy section

This policy section covers **you** for **civil liability** to pay compensation to third parties arising from **specialist advice** or **specialist services** provided by **you** as part of the **business** during the **period of insurance**.

Your insurance under this policy section

We cover

If 'Professional indemnity' is shown under 'Sections insured' in the **schedule** we will insure **you** for **civil liability** provided the **breach** occurs during the **period of insurance** and arises from the provision of **specialist advice** or **specialist services** by **you**, or someone acting on **your** behalf, as part of the **business**.

This is provided that, where required by law or industry regulation **you**, or a person or persons on **your** behalf providing the **specialist advice** or **specialist services** as part of **your business** hold the required qualifications to do so by an institution authorised under the Australian Qualifications Framework.

What is civil liability?

Civil liability means that a court finds, or **we** accept, that **you** are legally responsible to pay compensation and claimant's costs and expenses where such legal responsibility has arisen from a **breach**.

A **breach** means:

- a. Any breach by **you**, or someone acting on **your** behalf, of:
 - i. a professional duty owed to a customer;
 - ii. consumer protection legislation enacted for the protection of consumers, within any Australian jurisdiction; or
 - iii. a contractual liability that is not an express warranty, guarantee, hold harmless or indemnity clause or the like unless such liability would have attached to **you** in the absence of such a provision;
- b. **you** unintentionally infringing intellectual property rights; or
- c. **you** unintentionally defaming someone.

We do not cover

This policy section (including the Additional benefits unless expressly stated otherwise) does not cover **you** for liability arising directly or indirectly out of, or caused by, through, or in connection with, or for:

1. Public, Products or Advertising Liability

an **occurrence** insurable under the Policy Section 1. Public and product liability. This exclusion extends to a **claim** where such an insurable **occurrence** falls outside of the **period of insurance** of Policy Section 1. Public and product liability.

2. Personal Injury

personal injury unless such injury arises as a direct result of;

- a. a breach of any professional duty that arises from the the provision of **specialist service** or **specialist advice** by **you** or anyone whose breaches of such duty **you** may be legally liable;
- b. the performance of treatment to humans or animal(s) for beautification, cosmetic enhancement or to remedy illness, mental or physical deficiency, disease or injury;
- c. the prescribing of activities, pharmaceuticals, medical or herbal remedies to improve performance or appearance, or to alleviate pain, illness, mental or physical deficiency, disease or injury; or
- d. dispensing of drugs, medicines, pharmaceutical supplies or artificial aids.

3. Assumption of liability

any assumption of liability by **you** outside the normal course of providing **your specialist advice** or **specialist services** as part of the **business**.

4. Fees

fees or charges, or the refund of fees or charges, (by way of damages or otherwise) charged by **you** for the provision of **your specialist advice** or **specialist services** as part of **your business**.

5. Fines, penalties and punitive damages

finances, penalties, liquidated damages, punitive, exemplary or aggravated damages however imposed.

6. Trading Debts, insolvency and contractual liability

- a. any trading debt incurred, or any guarantee in respect of such debt, given by **you**; or on **your** behalf;
- b. the insolvency, bankruptcy or receivership of the **business**; or liquidated damages imposed upon **you** by contract or agreement, except to the extent that **you** would have been liable for that damage in the absence of any such contract or agreement.

7. Subrogation waiver

you at any time entering into a deed or agreement excluding, limiting or delaying **your** legal rights of recovery against another.

8. Dishonest, fraudulent or criminal acts

- a. any dishonest, fraudulent, criminal or malicious act or omission by **you**, or on **your** behalf, or
- b. any criminal act or omission or breach of any statute committed by **you**, or on **your** behalf, with reckless or wilful intent.

9. Asbestos and pollution

- a. asbestos, asbestos fibres or derivatives of asbestos; or
- b. the discharge, dispersal, release or escape of **pollutants** into or upon land, the atmosphere or water; or, the cost of preventing, removing, nullifying or cleaning up any contamination or pollution as a consequence of the discharge, dispersal, release or escape of any **pollutants**.

10. Directors and Officers Liability

your directors', officers' or **employees'** functions and duties as a director and/or officer and/or **employee** of any legal entity, corporation or other incorporated body.

11. Employers Liability

- a. the death, bodily injury, disease or illness of an **employee**, director, partner or trustee arising out of or in the course of or in respect of his/her employment;
- b. a breach of any obligation owed by the **insured**, or an **employee** to another **employee**; or
- c. any liability imposed by the provisions of any workers' compensation statute or any industrial award or agreement or determination.

12. Related Parties

any **claim** brought by:

- a. **you**;
- b. any company or trust which is operated or **controlled** by **you** or **your** nominees or trustees and in which **you** have a direct or indirect financial interest;
- c. any company in which **you** have or have held at least a 20% financial interest and have had or have board representation on that company; or
- d. any **relative** or any company owned or **controlled** by a **relative**, unless the **specialist advice** or **specialist services** that gave rise to the **claim** was authorised by a person:
 - i. qualified to do so; and
 - ii. who is not related to the **relative**.

13. Products Liability

personal injury or **property damage** arising from **your product(s)**.

This exclusion will not apply to a **claim** arising solely from advice, design or specifications prepared by **you**, or someone acting on **your** behalf, where that advice, design or specifications is part of the **specialist advice** or **specialist services**.

14. Territorial and jurisdictional limits

a **claim** that:

- a. is brought or instituted against **you**, or any judgement obtained against **you** (whether or not such judgement is enforced by the courts of the Commonwealth of Australia or New Zealand), within the **United States** or **Canada**; or
- b. arises from any act, error or omission occurring within the **United States** or **Canada** or the conduct of **specialist advice** or **specialist service**:
 - i. within the **United States** or **Canada**; or
 - ii. provided to persons or entities in the **United States** or **Canada**.

15. Faulty Workmanship

- a. the cost of performing, completing, correcting or improving any **specialist advice** or **specialist services** provided by **you** or on **your** behalf or for **your** benefit to tangible property or **your products**.
- b. the cost arising from **your** partial or total failure or inability to provide, perform or complete **your specialist advice** or **specialist services**.

For the avoidance of doubt this exclusion also extends to any obligations **you** have under any consumer legislation relating to builders.

However, this exclusion will not apply to a **claim** for a defect arising solely from advice, design or specifications prepared by **you**, or someone acting on **your** behalf, where that advice, design or specifications is part of the **specialist advice** or **specialist service**.

16. Vehicles

the ownership, use, legal possession, or legal control by **you** of any **vehicle**, **aircraft** or **watercraft**.

17. Molestation

the molestation of, the interference with, the mental abuse or the physical abuse of any person by:

- a. **you**;
- b. any employee; or
- c. any person performing any voluntary work or service for **you** or on **your** behalf.

Extra covers

1. Legal costs

We cover	<p>If we agree to pay a claim for civil liability under this policy section, we will also pay the insured legal costs in addition to any compensation or claimant's costs and expenses.</p> <p>If the amount of compensation and claimant's costs and expenses exceeds the limit of indemnity, we will only pay legal costs up to the same proportion that the limit of indemnity bears to the total compensation and claimant's costs and expenses payable as a result of that claim.</p>
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2. Court attendance compensation costs

We cover	<p>If we agree to pay a claim for civil liability under this policy section, we will also pay the insured compensation if legal advisers, acting with our consent, require you to attend court as a witness in connection with a claim covered under this policy section.</p>
We do not cover	<p>We will not pay;</p> <ol style="list-style-type: none">if the insured does not actually pay for your time;more than your regular rate of pay or \$250 per person per day for each day that attendance is required (whichever is the lesser) or,more than \$10,000 for any one claim.

Additional benefits

We will also provide the following Additional benefits in this policy section subject to the General exclusions and Policy section exclusions and any **endorsement**. Unless stated otherwise below, any amounts payable under these Additional benefits apply in addition to the limit of indemnity.

1. Retroactive cover

We cover	<p>If you held a professional indemnity policy which covered you for the same specialist advice or specialist services that you provided as part of your business as is covered by this section, that either lapsed or expired simultaneously with the inception of this policy section, then we will cover a claim for civil liability for a breach arising from the specialist advice or specialist services as part of the business that occurred prior to the inception of this policy section but not prior to any retroactive date on such a prior policy.</p>
We do not cover	<p>We will not pay any claim for civil liability or legal costs or any breach arising from any specialist service or specialist advice as part of the business that you knew about prior to purchasing this policy section and which had given rise to actual or potential complaints or claims.</p>

2. Inquiry costs

We cover	We will pay the insured for inquiry costs provided that: <ol style="list-style-type: none">the notice requiring your response or attendance is relating to specialist advice or specialist services provided as part of your business covered by this policy section and is received by you and notified to us during the period of insurance;we have given our written consent to you before you incur any inquiry costs; andwe have the right, at our discretion, to appoint legal representation to represent you at the inquiry or hearing.
We do not cover	We will not pay any inquiry costs that would be eligible to be paid under Additional benefit 6. Representation costs of the 'Public and products liability' section.

3. Public relations expenses

We cover	We will pay the insured for public relations expenses up to a limit of \$25,000 incurred by you in respect of an adverse publicity event that first occurs during the period of insurance and is notified to us within 30 days of the adverse publicity event happening.
We do not cover	We will not pay: <ol style="list-style-type: none">the first \$1,000 of public relations expenses for any adverse publicity event;for any adverse publicity event that is notified to Us more than 30 days after the adverse publicity event happened; ormore than \$100,000 during the period of insurance.

What we pay

Professional indemnity

Subject to the limits that apply to professional indemnity claims, **we** will pay up to the limit of indemnity shown on the **schedule** for compensation and claimant's costs and expenses for any one **claim** arising in the provision of **specialist advice** or **specialist services** provided as part of **your business** during the **period of insurance**.

All **claims** arising out of, based upon, attributable to or in respect of a single act, error or omission or series of acts, errors or omissions consequent upon or attributable to one source or original cause shall be considered to be one **claim** and shall attract one limit of indemnity and one excess.

The maximum **we** will pay for all **claims** made against **you** arising from **specialist advice** or **specialist services** provided during the **period of insurance** is up to twice the limit of indemnity shown on the **schedule**.

Legal Costs

If **we** agree to pay a **claim** for **civil liability** under this policy section, **we** will also pay the **legal costs** in addition to any compensation or claimant's costs and expenses.

Application of limit of indemnity to claims that exceed the limit

If the amount of compensation and claimant's costs and expenses exceeds the limit of indemnity, **we** will only pay **legal costs** up to the same proportion that the limit of indemnity bears to the total compensation and claimant's costs and expenses payable as a result of that **claim**.

Excess

The **excesses** that apply to each **claim** are shown on the **schedule**.

Other **excesses** set out in this policy section or any **endorsement** may also apply.

Definitions

The following words have the following meanings for this Policy section only. You should also refer to the General definitions section starting on page 25.

Adverse publicity event

means;

an event which, in **your** reasonable opinion, might cause the reputation of the **insured** to be seriously affected by adverse or negative publicity.

Civil liability

means;

that a court finds, or **we** accept, that **you** are legally responsible to pay compensation and claimant's costs and expenses where such legal responsibility has arisen from a **breach**.

A **breach** means:

- a. Any breach by **you**, or someone acting on **your** behalf, of:
 - i. a professional duty owed to a customer;
 - ii. consumer protection legislation enacted for the protection of consumers, within any Australian jurisdiction; or
 - iii. a contractual liability that is not an express warranty, guarantee, hold harmless or indemnity clause or the like unless such liability would have attached to **you** in the absence of such a provision;
- b. **you** unintentionally infringing intellectual property rights; or
- c. **you** unintentionally defaming someone.

Claim

means;

any demand made by a third party upon **you** for compensation, however conveyed, including a writ, statement of claim, application or other legal or arbitral process.

Controlled

means;

has the meaning given by section 50AA of the Corporations Act 2001 or any subsequent amendment.

Employee

means;

a natural person employed under a contract of service or apprenticeship by **insured** and includes any trainee, volunteer and casual, part-time, seasonal, temporary and work experience personnel.

Inquiring body

means;

any official body or institution empowered by law to investigate **your** professional conduct including but not limited to a coroner's court, Royal Commission, statutory regulatory body, tribunal or legally constituted industry or professional board but excluding any parliament or any committee of a parliament.

Inquiry costs

means;

the necessary and reasonable legal costs and expenses incurred by **you** arising out of any notice from an **inquiring body** requiring a response from **you** or requiring **your** attendance at an investigation, inquiry or hearing held before the **inquiring body** (not being **legal costs**).

Insured

means;

any person, company or legal entity shown on the **schedule**.

Legal costs

means;

all necessary and reasonable costs and expenses incurred by us, or by **you** with our prior written consent, in defending, investigating or settling any **civil liability claim** covered under this cover (not being claimant's costs and expenses).

Public relations expenses

means;

the reasonable costs, charges, fees and expenses of a public relations firm or consultant engaged, with our prior written consent, to prevent or limit the adverse effects of or negative publicity from an **adverse publicity event**.

Relative

means **Your**:

- a. **Spouse**, domestic partner or de facto partner;
 - b. parent;
 - c. children or siblings; or
 - d. the **spouse**, domestic partner, de facto partner, parent, child or sibling of a relative specified in a., b., and c. above; or
 - e. a parent of **your spouse**, domestic partner or de facto partner.
-

Specialist advice or specialist service

means;

advice, service (which includes work) or treatments for which training and experience is required and which is regarded as being advice or being a service usually provided by **your** trade or occupation.

Spouse

means;

a lawful spouse, domestic partner (including without limitation same sex partner) or any person deriving similar status by reason of the common law or statute.

Your product(s)

means;

any thing (including any component, packaging or container of or for such thing) after it has ceased to be in **your** possession or control which has been manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by **you** in the course of **your business**. The term includes any thing (including any component, packaging or container of or for such thing) which by operation of a law of the Commonwealth of Australia **you** are deemed to have manufactured.

You and your

means;

- a. the **insured**;
 - b. where the **insured** is a natural person, the estate, heirs, legal representatives or legal assigns of such natural persons in the event of their death or legal incapacity; and
 - c. any past and/or present **employee** of the **insured** but only in his or her capacity as such.
-

Policy section 3: Portable and valuable items

This policy section covers portable or valuable items that **you** usually carry around with **you** in the course of **your business** anywhere in the world. Any individual item worth more than \$2,500 must always be specified to be replaced for its full value.

Your Insurance under this policy section

We cover	Provided 'Portable and Valuable Items' is shown under 'Sections Insured' in the schedule we will insure you for accidental loss or damage to property insured occurring anywhere in the world during the period of insurance . For unspecified items of property we will cover up to \$2,500 per item. For specified items we will cover up to the full replacement value..
We do not cover	This policy section does not cover: <ul style="list-style-type: none">a. any unspecified item of property unless your schedule shows that you have cover for unspecified items of property.b. loss or damage caused by or arising out of:<ul style="list-style-type: none">i. the actual process of cleaning, maintenance, overhaul, repair or renovation, alteration, addition or undergoing a trade process;ii. wear and tear, fading, gradual deterioration or developing flaws, normal upkeep or making good, or any gradual cause;iii. moths, termites or other insects or vermin;iv. scratching, biting or chewing by any animal;v. chipping, scratching, denting or marring that does not materially affect the use or operation of the property insured;vi. change in colour, loss of weight, change in flavour, texture or finish;vii. the action of light, atmospheric conditions, any form of fungus or extremes of temperature, rust or oxidation, wet or dry rot, corrosion, inherent vice or latent defect;viii. mechanical, hydraulic, electrical or electronic breakdown, burnout, failure, malfunction or derangement of any equipment or device;ix. soot or smoke from industrial operations (other than sudden and unforeseen resultant damage);x. any faults or defects in any item of property insured that you or any of your employees knew about before taking out this policy section;xi. unexplained inventory shortage, disappearance resulting from clerical or accounting errors, or shortage in the supply or delivery of materials;xii. testing, experimentation, intentional overloading, misuse or abuse;xiii. cracking, scratching or breakage of glass or fragile items unless as a consequence of loss or damage;xiv. fraud or dishonesty by you or any other person;xv. kidnapping, bomb threat, threat of contamination, hoax, trickery, extortion or any attempt at any of these;

We do not cover

- xvi. detention, confiscation or disappearances by customs or any lawful authority;
- xvii. the sea, including tidal wave tsunami, storm surge or high water;
- xviii. **flood**;
- xix. erosion; subsidence, earth movement or collapse;
- xx. faulty materials or faulty workmanship; or
- xxi. error, failure or omission in design plan or specification;
- c. more than \$2,500 to any one item for **loss** or **damage** unless it is a **specified item**;
- d. **loss** or **damage** to **money** or documents of any kind, unless the Optional insurance 3. Money is shown on **your schedule**;
- e. **loss** or **damage** to tools of trade, sporting equipment, guns or musical instruments while they are in use;
- f. **loss** or **damage** to property undergoing any process involving the application of heat;
- g. **loss** of use, **loss** of earning capacity and any other consequential **loss**;
- h. **loss** or **damage** to property as a result of:
 - i. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **data**;
 - ii. error in creating, amending, entering, deleting or using **data**;
 - iii. total or partial inability or failure to receive, send, access or use **data** for any time or at all;from any cause whatsoever, regardless of any other contributing cause or **event** whenever it may occur;
- i. **you** for any **loss** or **damage** caused by or arising out of theft:
 - i. committed by any person who has been lawfully permitted to enter the premises or be on the premises; or
 - ii. of unattended **property insured** in the open air.
- j. **you** for any **loss** or **damage** caused by or arising out of theft from any building or **vehicle** unless the **property insured** was:
 - i. securely locked in the **vehicle** and the theft was consequent upon forcible and violent entry to the **vehicle**;
 - ii. securely affixed to the **vehicle** and theft is consequent upon forcible and violent removal of the **property insured**;
 - iii. securely chained to the **vehicle** by a steel chain and a padlock.

We do not cover

- iv. securely locked in a building or any part of the building and the theft is consequent upon forcible and violent entry to the building or that part of the building. However we will not cover any theft:
 - i. committed by any person while lawfully in the building or a tenant; or
 - ii. of the **property insured** which is unattended in areas of the building accessible by the general public; or
- v. stolen as a consequence of armed hold-up or the threat of physical violence.

Exclusions i. ii. and j. i – iv. do not apply when Optional insurance 2. Theft of Portable and valuable items without forced entry is shown on the **schedule** to the event of any inconsistency.

Extra cover

If we agree to pay a claim for **loss** or **damage** to **your property insured** under this policy section, we will also pay for the following Extra covers.

Reinstatement of sum insured

We cover

If we pay an amount for a claim under this policy section we will automatically reinstate the **sum insured** to the amount shown on the **schedule**. **You** will not have to pay any additional premium.

Additional benefits

We will also provide the following additional benefits in this policy section subject to the General exclusions, policy section exclusions and any **endorsement**. Any amounts payable under these additional benefits apply in addition to the **sum insured**.

All **loss, damage** that is covered by these Additional benefits must occur during the **period of insurance**.

1. Theft of other equipment

We cover	We will cover you for theft of any property not belonging to you but in your physical or legal control for the purposes of your business occurring during the period of insurance anywhere in the world.
We do not cover	<p>This Additional benefit does not cover theft committed by any member of your family or by any employee of yours.</p> <p>We will not cover you under this Additional benefit unless the property insured was:</p> <ul style="list-style-type: none">a. in a securely locked vehicle and the theft was consequent upon forcible and violent entry to the vehicle;b. securely and permanently affixed to a building or vehicle and theft is consequent upon forcible and violent removal of the property insured;c. in a vehicle and was securely chained to that vehicle by a steel chain and a padlock;d. in your private residence or the private residence of your employee who had been authorised by you to have the custody and control of the property insured. However we will not cover any theft by a tenant;e. securely locked in a building or any part of the building and the theft is consequent upon forcible and violent entry to the building or that part of the building, however <p>We will not cover any theft:</p> <ul style="list-style-type: none">i. committed by any person while lawfully in the building; orii. of property insured which is unattended in areas of the building; or <ul style="list-style-type: none">f. stolen as a consequence of armed hold-up or the threat of physical violence. <p>We will not cover you for more than \$2,000 in any one period of insurance under this Additional benefit.</p> <p>This exclusion does not apply when Optional insurance 2. Theft of portable and valuable items without forced entry is shown on the schedule, except if the theft is committed by your family or by any employee of yours.</p>

2. Your dog

We cover	We will cover any reasonable costs including veterinary fees and disposal or funeral expenses associated with a sudden, unforeseen and unintended accident occurring during the period of insurance causing the death of or injury to your dog.
We do not cover	We will not pay more than \$1,000 during the period of insurance . We will not pay for any costs, fees or expenses associated with your dog suffering illness or disease.

3. Your GPS navigation unit

We cover	If your GPS navigation is not listed in the schedule as a specified item , we will cover you for the accidental loss of or accidental damage to your GPS navigation unit.
We do not cover	We do not cover any loss or damage excluded by paragraphs b. – j. of “What we exclude” on pages 58 and 60. We will not pay more than \$1,000 during the period of insurance .

Optional insurance

We will provide the following optional insurance when requested by **you**, when **you** pay any additional premium required and when shown on **your schedule** as applying.

These optional insurances apply in addition to the **sum insured**.

1. Emergency hire costs

We cover	If we agree to pay a claim under this policy section for accidental loss or damage to property insured , we will also pay the additional costs necessarily and reasonably incurred by you for the resumption or maintenance of normal business operations in the 7 days following the occurrence of loss or damage . These costs include, but are not limited to: <ol style="list-style-type: none">the temporary hire of replacement equipment;the hire of other contractors or casual staff to complete work on your behalf;the costs of expedited or express postage of replacement property insured.
We do not cover	We will not pay for: <ol style="list-style-type: none">any costs or expenses that do not relate to the first 7 days following the occurrence of the accidental loss or damage;any fines, penalties, or liability incurred by you;for any loss or damage to your property; orany costs incurred after we have replaced, or paid to replace, the property insured that was the subject of the claim. We will not pay more than \$2,000 during any one period of insurance .

2. Theft of portable and valuable items without forced entry

We cover	We will cover loss of or damage to any specified item or unspecified item caused by theft, or attempted theft, provided that the item was: <ul style="list-style-type: none">a. within an open sided structure or by perimeter fencing at a worksite;b. kept in your vehicle at a worksite where you are not permitted by the site regulation from locking your vehicle; or,c. stolen whilst you were loading or unloading property insured from the vehicle in the normal cause of your work.
We do not cover	We will not pay more than \$2,000 for any one event and more than \$6,000 during the period of insurance . We will not pay for loss or damage to any item left in the open air for longer than 24 hours at the same location. An excess of \$500 applies to any claim under this Optional insurance.

3. Money

We cover	We will cover loss of money while it is: <ul style="list-style-type: none">a. in your custody or in the custody of persons authorised by you; orb. in a night safe until removed by a bank employee.
We do not cover	We will not pay for: <ul style="list-style-type: none">a. loss from an unattended vehicle,b. loss from a bank night safe after the usual closing time of the bank on the next business day following the deposit;c. wages and salaries once they have been paid to employees;d. shortages resulting from clerical or accounting errors or loss due to errors in receiving or paying out; ore. any act of fraud or dishonesty by you or by anyone in your service. The excess shown on the schedule applies to any claim under this Optional insurance. We will not pay more than \$3,000 during any one period of insurance .

What we pay

At our option, we will:

- a. repair or replace the item of property (including carry case and usual accessories) to a condition equal to but not better or more extensive than its condition when new; or
- b. pay the cost to repair or replace the property.

When the **loss** or **damage** is confined to a part or component of the **property insured**, we will only pay for that part or component plus the cost of any necessary dismantling and reassembling.

The most we will pay for any one individual **unspecified item** is \$2,500. The maximum we will pay for any one claim for an **unspecified item** or **unspecified items** that are part of a group or class of **unspecified items** is the **sum insured** set out in the **schedule** for that group or class of **unspecified items**.

Excess

The **excess** that applies is shown on the **schedule**.

Definitions

The following words have the following meanings for this section only. You should also refer to the General definitions section starting on page 25.

Property Insured

Specified items and/or **unspecified items**, as shown in **your schedule**.

Specified items

Each item of property that is specifically described on the **schedule**.

Unspecified items

Each item of property which is not a **specified item** but which is part of a group or class of property described generally on the **schedule**. The group or class described may include hand tools and hand held power tools.

Unspecified items includes any item up to \$2,500 per item.

Policy section 4: Tax probe

About this policy section

This policy section covers the **professional fees** such as accountant's fees incurred by **you** in connection with an audit, review or investigation of **your business's** tax affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory department, body or agency.

Your insurance under this policy section

We cover

Provided that 'Tax Probe' is shown under 'Sections Insured' in the **schedule** we will insure **you** for **professional fees** reasonably and necessarily incurred by **you** in connection with an official **tax audit** by an **authority**, which is commenced and notified to us during the **period of insurance**.

The nature and extent of cover under this policy section will depend on whether **you** select:

- a. Business Audit Only – with Investigation Cover (which provides cover under this policy section excluding Extra cover – Directors' Personal Tax Returns); or
- b. Business AND Directors Audit – with Investigation Cover (which provides cover under this policy section including Extra cover – Directors' Personal Tax Returns); or
- c. Individual cover (which provides cover under this policy section for **insureds** who are not companies excluding Extra cover – Directors' Personal Tax Returns).

The cover **you** select will be shown on **your schedule**.

We do not cover

This policy section, does not cover:

- a. any claim or claims caused by or arising out of any income return that has not been prepared or reviewed prior to dispatch by **your tax agent**.
However, this exclusion does not apply to any return for:
 - i. prescribed sales tax;
 - ii. income derived from any payment under a contract of employment of service between **you** and any other person, company or entity, other than when that payment is paid by a company for which **you** are a director or have a controlling interest;
 - iii. income derived from any payment from superannuation, pension or other retirement benefit; or
 - iv. income derived from personal investments that **you** are not wholly or mainly dependent on;
- b. **you**:
 - i. if **you** bring about a tax audit through **your** failure to lodge taxation or any other return within the time limit prescribed by statute or through any extension of time granted by the authority;
 - ii. if **you** make a statement to the authority or **your** tax agent that omits a material particular or is false or misleading; or
 - iii. if **you** bring about a tax audit by **your** failure to pay all taxes by the due date or within any extension of time granted by the **authority**;
- c. the amount of any fine or penalty that **you** may be ordered to pay by any **authority** or court;
- d. any amount that **you** are unable to recover because of a contract or agreement that **you** have entered into that excludes or limits **your** rights to recover that amount;
- e. any tax return prepared:
 - i. by a person who ordinarily resides outside Australia and its external territories;
 - ii. for a company, firm or entity which operates outside Australia and its external territories;
- f. any claim arising from any **tax audit** for which notice or information was received by **you** or **your tax agent** before the inception of this policy section;
- g. any claim or claims caused by or arising out of any inquiry from an **authority** which is not related to either an identified intention to conduct a **tax audit** or is not directed at obtaining information or **data** for a possible future **tax audit**;

We do not cover

- h. any claim or claims caused by or arising out of any fraudulent act or fraudulent omission or statement made to an **authority**.
- This exclusion does not apply when a false or misleading statement results from:
- i. **you** being misled by the **authority**, when **you** did not and could not be expected to know that statement was false or misleading; or
 - ii. a matter which **you** can demonstrate to our satisfaction to be a contentious matter;
- i. any claim or claims caused by or arising out of any improper, unwarranted or unjustified refusal or failure to comply with any request made by the **authority**.
- This exclusion does not apply when, in accordance with professional advice, **you** refuse or fail to comply with an authorisation under section 263 of the Income Tax Assessment Act 1936 or under section 264 of the Income Tax Assessment Act 1936; or,
- j. any claim or claims caused by or arising out of any act committed deliberately or with wilful intent by **you**;
- k. any **tax audit** conducted by the Australian Prudential Regulation Authority;
- l. any **tax audit** where a **return** has been prepared lodged or submitted dishonestly or fraudulently, and where the supporting documents have been falsely created or collected;
- m. any **tax audit** where the Australian Taxation Office, or where another **tax agent** assesses **you** behaviour as being a case of deliberate evasion or recklessness;
- n. any routine enquiries, or enquiries from the **tax agent** which are not identified as being either preliminary to, or relating to an **tax audit** of a **return**;
- o. **professional fees** that are:
- i. associated with any criminal prosecution;
 - ii. associated with any **return** lodged outside Australia, its states or territories;
 - iii. in respect of any person or organisation ordinarily resident outside Australia, its states or territories;
- p. any:
- i. amounts sought by any amended notice of assessment;
 - ii. additional tax, duty government impost or the like; or
 - iii. costs in legally pursuing or defending any legal actions against **you** or initiated by **you** (unless it is at our discretion);

We do not cover

- q. any **tax audit** that includes a refund or claim for tax or duty relief arising out of an arrangement, facility, financial structure or the like adopted for the principal purpose of obtaining that refund or relief, unless the arrangement has received prior written approval from the relevant government or government authority or agency before being offered to **you** or the general public;
- r. any form of activity involving a periodic review relevant to **you** maintaining industry status, licence, compliance, membership, any form of occupational health and safety compliance, similar requirements;
- s. any form of activity involving a review of how the professional firm assisting **you** undertakes its professional duty;
- t. any form of practice or procedural audit of any of **your** files;
- u. any activity involving a statutory authority;
- v. any activity agency gathering information or **data** that is not part of a formal **tax audit**; or
- w. any activity involved in the familiarisation, education, training, application, implementation, process or operation of any amendments or changes to existing or the introduction of new statutory or industry regulation.

Extra covers

If we agree to pay a claim for professional fees under this section, we will also pay for the following Extra cover.

1. Reinstatement of sum insured

We cover	If we pay an amount for a claim under this policy section we will automatically reinstate the sum insured under this policy section. You will not have to pay any additional premium.
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2. Directors personal tax returns

We cover	<p>If your schedule shows that you have selected 'Business and Directors Audit – with Investigation Cover' and you are a company and the director(s) work full-time in the business, we will also pay for professional fees reasonably and necessarily incurred by each director in connection with an audit by an authority of the director's personal income tax returns that are lodged with that authority which is commenced and notified to us during the period of insurance.</p> <p>This Extra cover only covers an audit of a director's personal income tax return that was prepared by the same tax agent who prepared the income tax return for the business in that same year.</p>
We do not cover	<p>The amounts payable under this Extra cover are included in, and do not apply in addition to, the "Business and Directors Audit – with Investigation Cover" sum insured.</p> <p>This Extra cover will not apply if your schedule shows that you have selected Business Audit Only – with Investigation Cover or Individual Cover.</p>

3. Travel and accommodation expenses

We cover	We will reimburse you for travel and accommodation expenses incurred by you or your employees if they are reasonably and necessarily incurred to substantiate the claim.
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Policy section conditions

These conditions apply to this policy section.

1. Authority matter

You must;

- ▶ make a full and complete statement of the total income and profits or gains of a capital nature derived by you and of any deductions or capital losses during each tax year;
- ▶ be registered for GST purposes, if required by the operation of legislation; and
- ▶ ensure all correspondence, requests and inquiries from the **authority** must be dealt with within an acceptable time, taking all reasonable steps to minimise costs and delay.

2. Claims

For any claims you must;

- ▶ notify us within 30 days of the first notice of a **tax audit**;
- ▶ keep us informed of all development as they occur;
- ▶ take all necessary and reasonable steps to minimise any delays and costs incurred or likely to be incurred;
- ▶ ensure we have the right to directly access your **tax agent** and lawyers and any documented advice they have given you relevant to the **tax audit**; and
- ▶ ensure your **tax agent** will assist us with any matter we may pursue with the **authority**.

What we pay

Subject to the reinstatement of **sum insured** Extra cover, if the **schedule** shows the cover is:

- a. Business Audit Only – with Investigation Cover, the most we will pay for a claim during the **period of insurance** relating to a **tax audit** is the **sum insured** shown on the **schedule**; or
- b. Business AND Directors Audit – with Investigation Cover, the most we will pay for a claim during the **period of insurance** relating to a **tax audit** of:
 - i. the policyholder named in the **schedule** or any company, firm, partnership or trust in which the policyholder named in the **schedule** holds 50% or more ownership, interest or shareholding; and
 - ii. each director named in the **schedule**;is the **sum insured** shown on the **schedule**; or
- c. Individual Cover, the most we will pay for a claim during the **period of insurance** relating to a **tax audit** of all individuals named in the **schedule** as policyholders is the **sum insured** shown on the **schedule**.

Excess

The **excess** that applies is shown on the **schedule**.

Definitions

The following words have the following meanings for this policy section only. **You** should also refer to the General definitions section starting on page 25.

Authority

The Australian Taxation Office, a revenue office of an Australian State or Territory; a Commonwealth, State or Territory government department, body or agency which is duly authorised to conduct a **tax audit**.

Designated tax

Any tax assessable in accordance with the provisions, as amended, of the:

- a. Income Tax Assessment Act 1936 (Cth);
- b. Income Tax Assessment Act 1997 (Cth);
- c. Fringe Benefits Tax Assessment Act 1986 (Cth);
- d. A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- e. Superannuation Guarantee (Administration) Act 1992 (Cth);
- f. Termination Payments Tax (Assessment and Collection Act) 1997 (Cth);
- g. Sales Tax Assessment Act 1930 (Cth);
- h. Sales Tax Assessment Act 1992 (Cth); or
- i. any legislation of an Australian State or Territory relating to payroll tax.

Professional fees

Fees, costs and disbursements payable to a **tax agent** or professional person (other than **you**) in connection with a **tax audit** by an **authority**.

Professional fees does not mean any fees, costs or disbursements:

- a. that relate to any subsequent objection lodged with the **authority** in respect of a **tax audit**;
- b. incurred after the **tax audit** has been completed; or
- c. incurred after 12 months from the commencement date of the **tax audit** other than when **you** can demonstrate to our satisfaction that the delay in completing the **tax audit** was caused primarily by the **authority**.

Return

Any return legally required to be, and is actually lodged with, an Australian Commonwealth, Federal or State government or government authority or agency by **you** or on **your** behalf.

Tax agent

Any person who is recognised by the **authority** as a registered **tax agent**, as appropriate to the type of **designated tax**, who prepares returns and statements required by that **authority** in respect of **your** liability to pay a **designated tax**, including supervision of the preparation of, and review prior to dispatch of, those returns and statements.

Tax agent does not mean **you** or a person working for **you** under a contract of employment.

Tax audit

- a. the audit of a return submitted by **you** or on **your** behalf in respect of **your** liability to pay any **designated tax** (including the amount of tax payable) following lodgement of a return for that **designated tax**; or
- b. any official inquiry, investigation, examination or review in respect of **your** liability to pay any **designated tax** (including the amount of tax payable) following lodgement of a return for that **designated tax**.

If an official inquiry, investigation, examination or review referred to in paragraph b. above escalates or results in an audit as referred to in paragraph a. above, then this would be viewed as one **tax audit** for the purposes of this policy section.

For the purpose of this policy section:

- a. the **tax audit** commences at the time **you** or **your** professional adviser first receive notice of either an audit under paragraph a. or an inquiry, investigation, examination or review, under paragraph b..
 - b. the **tax audit** is complete when:
 - i. the auditor has given written notice to that effect;
 - ii. the auditor notifies us that it has made a concluded decision about **your** returns;
 - iii. when the auditor has issued an assessment or amended assessment of **your** returns; or
 - iv. in the absence of i, ii or iii where **your** professional adviser declares in writing that such an audit has been concluded.
 - c. "You" includes any company, firm, partnership or trust in which **you** hold a 50% or more ownership, interest or shareholding.
-

Policy section 5: Commercial motor

About this policy section

This section covers **your vehicles**. **You** can choose between three different types of cover for each **vehicle you** insure – Comprehensive; Legal liability, fire and theft; and Legal liability only. The cover **you** have selected will be displayed next to each **vehicle** on the **schedule**.

Cover options

There are three different types of cover for **vehicles**. Not all types of cover are available for all types of vehicles.

The option **you** have chosen is shown on **your schedule** and is detailed below.

Cover option	Description of cover provided
Comprehensive	Part 1, events a. to e. (inclusive) apply Part 2 applies
Legal liability, fire and theft	Part 1, events a. to d. (inclusive) only apply Part 2 applies
Legal liability only	Part 1 does not apply Part 2 applies

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

We automatically provide cover for any additional vehicle **you** acquire, purchase or lease during the **period of insurance**. **You** must tell us about the additional vehicle within 30 days of getting it and pay any extra premium we ask for.

If we are unable to continue covering the additional vehicle, **we** will tell **you** and give **you** 5 working days from the date we advise **you** so you can organise to insure the vehicle elsewhere. Cover on the additional vehicle will then end at 4pm 5 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 an additional vehicle **you** obtain 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 an additional vehicle **you** get during the **period of insurance** (unless **you** tell **us you** want another cover option).

The **sum insured** of any additional vehicle will be its **market value**. However, unless a higher amount is shown on **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 an insured claim for **loss** or **damage** to an additional vehicle is:

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

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

Your insurance under this policy section

Part 1 – Loss or damage to your vehicle

We cover	<p>Provided 'Commercial Motor' is shown under 'Sections Insured' in the schedule and your vehicle is insured for Comprehensive or Legal liability, fire and theft we will pay for loss of or damage to your vehicle occurring in Australia or its external territories and caused by one of the following events during the period of insurance.</p> <ol style="list-style-type: none">fire;explosion;lightning;theft or attempted theft;any other cause.
We do not cover	<p>We will not pay for:</p> <ol style="list-style-type: none">loss or damage to tyres caused by punctures, bursts, road cuts or the application of brakes.loss or damage due to wear and tear, corrosion, rusting or depreciation.any vehicle accessories other than those:<ol style="list-style-type: none">supplied by the manufacturer of your vehicle as original equipment;stated within the definition of 'vehicle', orspecified accessories shown on your schedule.structural, mechanical, electrical, or electronic failure or breakdown.loss or damage caused by you failing to take reasonable steps to protect, prevent or diminish further loss or damage to your vehicle after:<ol style="list-style-type: none">it breaks down;it is damaged in an event; oryou have been notified that your stolen vehicle has been found.loss or damage to your vehicle due to using incorrect fuel or additive.damage to your vehicle's engine, gearbox or transmission because it was driven in a damaged condition after an event unless we agree that you could not reasonably have known that the damage was occurring.loss or damage caused by or arising from any person or organisation who lawfully takes possession of your vehicle.loss or damage caused by event e. any other cause, if your vehicle is insured for Legal liability, fire and theft only.

Extra covers

If as a result of an **event** we agree to pay a claim under this Part 1, we will also provide the following Extra covers in relation to that claim:

1. New vehicle after total loss

We cover	If your vehicle is insured for Comprehensive only, You can choose to accept a new replacement vehicle of the same make, model and series if; <ol style="list-style-type: none">you are the first registered owner of your vehicle;it is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity, trailer or rigid body truck;the loss or damage occurred within 2 years of the date of your vehicles original registration date;we decide the event was a total loss;anyone who provided finance for your vehicle agrees in writing. We will also pay all on-road costs.
We do not cover	This Extra cover does not apply if your vehicle : <ol style="list-style-type: none">has a stock, tanker or vacuum application;is a concrete agitator vehicle;is a garbage compactor;is a concrete pumping truck or trailer;is any other specialised rigid vehicle body type; oris insured for agreed value. If your vehicle is a trailer, prime mover or rigid body truck we will not pay more than 112.5% of the sum insured of your vehicle .

2. Personal effects

We cover	If your vehicle is insured for Comprehensive only. We will pay the reasonable costs of repair or replacement if the personal effects belonging to you or the authorised driver , are damaged or lost as a result of your vehicle being: <ol style="list-style-type: none">damaged as a result of the event; orstolen as a result of forcible entry to your vehicle.
We do not cover	We will not pay: <ol style="list-style-type: none">more than \$1,000 for any one event; orif such personal effects are insured under another policy.

3. Funeral expenses

We cover	If your vehicle is insured for Comprehensive only. If the driver of your vehicle sustains a fatal injury during the event , we will pay the: <ul style="list-style-type: none">a. burial or cremation costs of the deceased driver;b. travel costs within Australia or its external territories for the deceased driver or any member of the deceased driver's immediate family. This benefit will not be reduced by any accident compensation.
We do not cover	We will not pay more than \$5,000 in total for any one event . We will not pay if the driver dies: <ul style="list-style-type: none">a. more than 12 months from the date of the event; orb. because the driver committed suicide. We will not pay if we have paid an amount for the Personal accident Extra cover.

4. Personal accident

We cover	If your vehicle is insured for Comprehensive only. 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: <ul style="list-style-type: none">a. permanently and totally loses sight in one or both eyes; orb. permanently and totally loses the efficient use of one or both hands or feet. We pay the driver.
We do not cover	We will not pay more than \$5,000 in total any one event . We will not pay if the permanent and total loss happens: <ul style="list-style-type: none">a. more than 12 months from the date of the event; orb. because the driver attempted to commit suicide. We will not pay if we have paid an amount for the Funeral expenses Extra cover.

5. Emergency repairs

We cover	<p>If your vehicle is insured for Comprehensive only.</p> <p>We will pay reasonable costs of emergency repairs incurred by you if they are necessary in order to get your vehicle to your destination or a repairer after the event.</p> <p>If you need emergency repairs we give you the authority to arrange these matters on our behalf. You are required to produce tax invoices and receipts for all costs if we ask for them.</p>
We do not cover	<p>For any one event, we will not pay more than:</p> <ol style="list-style-type: none">\$500 if your vehicle is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity; or\$3,000 if your vehicle is any other type of vehicle.

6. Emergency travel

We cover	<p>If your vehicle is insured for Comprehensive only.</p> <p>If your vehicle is unroadworthy or unsafe to drive following the event we will pay the reasonable travel expenses incurred by:</p> <ol style="list-style-type: none">you or the authorised driver; andany occupants of your vehicle at the time of the event. <p>If you need emergency travel we give you the authority to arrange these matters on our behalf. You are required to produce tax invoices and receipts for all costs if we ask for them.</p>
We do not cover	<p>We will not pay more than \$1,250 in total for any one event.</p>

7. Emergency accommodation

We cover	<p>If your vehicle is insured for Comprehensive only.</p> <p>We will pay reasonable costs for temporary accommodation:</p> <ol style="list-style-type: none">for you or the authorised driver if the event was more than 100km from your home or the authorised driver's home and your vehicle was unroadworthy or unsafe to drive;if your vehicle is an unregistered on-site caravan and it is damaged by an event, provided that the unregistered on-site caravan is your only home and you can't live in it as a result of the event. <p>If you need emergency or temporary 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.</p>
We do not cover	<p>We will not pay more than \$1,250 for any one event.</p>

8. Removal of debris

We cover	<p>If your vehicle is insured for Comprehensive only.</p> <p>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.</p>
We do not cover	<p>We will not pay more than \$25,000 for any one event.</p>

9. Vehicle modifications

We cover	<p>If your vehicle is insured for Comprehensive only.</p> <p>We will pay the reasonable costs of modifying the vehicle for any driver of your vehicle who is permanently disabled following the event.</p>
We do not cover	<p>We will not pay more than \$3,000 for any one event.</p>

10. Towing and storage

We cover	<p>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;</p> <ol style="list-style-type: none">our nearest assessing centre;a recommended repairer that we nominate; ora repairer we agree to. <p>We will also pay the reasonable costs of storing your vehicle.</p>
We do not cover	<p>We do not cover:</p> <ol style="list-style-type: none">storage costs for any period after your claim is settled; orthe cost of towing or storage of your vehicle if it is insured for Legal liability fire and theft only and the event was not fire, explosion, lightning, theft or attempted theft.

11. Hire vehicle after theft

We cover	<p>We will pay the reasonable cost incurred by you 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 recovered or is recovered but is not drivable. This benefit stops before the 30 day limit if and when:</p> <ol style="list-style-type: none">your vehicle is returned undamaged;we repair your vehicle and return it you; orwe have settled your claim. <p>You are responsible for all running costs and extras of the hire vehicle, including paying the deposit, security bond, fuel and any upgrade costs. You are responsible for paying all costs for any period you continue to use the hire vehicle after this benefit stops.</p> <p>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.</p> <p>Please see the Additional benefit Hired Vehicle on page 82 for details of the cover provided under this policy when you hire a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.</p>
We do not cover	<p>We will not pay more than \$3,000 for any one event.</p>

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

We cover	<p>If your vehicle is insured for Comprehensive only, and is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.</p> <p>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 if we decide the vehicle is a total loss.</p> <p>We will deduct:</p> <ol style="list-style-type: none">any amounts or interest in arrears at the time of the loss or damage; anddiscounts in respect of finance charges or interest for the unexpired term of the financial agreement.
We do not cover	<p>We will not pay more than 20% of the market value of your vehicle.</p> <p>We will not pay under this Extra cover:</p> <ol style="list-style-type: none">if your vehicle is insured for agreed value;if your vehicle was purchased via a personal loan or line of credit; orwhen the loss or damage to your vehicle was caused by fire or theft.

13. Lease payout – vehicle other than those referred to in Extra cover 12

We cover	<p>If your vehicle is insured for Comprehensive only and is not a vehicle referred to in Extra cover 12.</p> <p>We will pay the difference when the amount owing by you under a lease or hire purchase agreement is greater than the market value of your vehicle if we decide your vehicle is a total loss.</p> <p>We will deduct:</p> <ol style="list-style-type: none">any amounts or interest in arrears at the time of the loss or damage; anddiscounts in respect of finance charges or interest for the unexpired term of the financial agreement.
We do not cover	<p>We will not pay more than 12.5% of the sum insured of your vehicle.</p> <p>We will not pay under this Extra cover:</p> <ol style="list-style-type: none">when the loss or damage to your vehicle was caused by fire or theft; orif your vehicle was purchased via a personal loan or line of credit.

Additional benefits

Your policy is extended to include the following Additional benefits if **your vehicle** is insured for Comprehensive. All of the terms, conditions and exclusions of this policy apply to the Additional benefit unless otherwise specified including without limitation the exclusions applicable to Part 1 and Part 2 of this section and any **endorsement**.

1. Two-wheel or box trailer

We cover	<p>When your two-wheel or box trailer is attached to or being towed by your vehicle, we will cover loss or damage to your trailer caused by an event in the period of insurance.</p>
We do not cover	<p>We will not pay more than \$1,000 for any one event. If we agree, you can insure your trailer for more if you insure it as a separate insured vehicle under your policy.</p> <p>No excess is applicable for any claim accepted under this Additional benefit.</p>

2. Locks and keys

We cover	<p>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:</p> <ol style="list-style-type: none">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 of this section; ormay have been duplicated and there is reasonable grounds to believe so.
We do not cover	<p>We will not pay more than \$3,000 for any one event.</p> <p>You must pay the basic excess applicable to your vehicle for any claim accepted under this Additional benefit.</p>

3. Hired vehicle

We cover	<p>If you hire a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity:</p> <ul style="list-style-type: none">a. but do not insure it with the hiring company, we will pay for:<ul style="list-style-type: none">i. theft, loss of or damage to that hire vehicle during the period of insurance; andii. your legal liability for another person's personal injury or damage to another person's property in the period of insurance which you or an authorised driver cause while you or an authorised driver are driving or in control of the hire vehicle.b. and you did insure the hire vehicle 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.
We do not cover	<p>We will not pay more than:</p> <ul style="list-style-type: none">a. \$40,000 for the theft, loss or damage to the hire vehicle; orb. the hire vehicle excess; <p>whichever applies, any one event.</p> <p>Please refer to page 107 of this policy for how we will settle any other claim for your legal liability under this Additional benefit.</p> <p>You must pay to us an excess of \$500 (unless another amount is shown on any endorsement) for any claim accepted by us under this Additional benefit.</p>

4. Recovery costs – no damage

We cover	<p>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.</p> <p>You must pay:</p> <ul style="list-style-type: none">a. for the recovery costs after recovery; andb. provide tax invoices and receipts for all costs if we ask for them.
We do not cover	<p>We will not pay more than \$5,000 in total for any one event.</p> <p>This Additional benefit does not apply if your vehicle is immobilised, bogged or stranded solely as a result of vehicle failure or breakdown.</p> <p>You must pay the basic excess applicable to your vehicle for any claim accepted under this Additional benefit.</p>

5. Theft of certain vehicle accessories

We cover	<p>If any of the following accessories that would normally be attached to or in or on your vehicle are stolen in 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 shown on your schedule:</p> <ul style="list-style-type: none">▶ Buckets;▶ Chain trencher;▶ Hammer;▶ Laser;▶ Pallet forks;▶ Post hole borer;▶ Ramps;▶ Ripper;▶ Rock breaker; or▶ Sweeper.
We do not cover	<p>We will not cover these accessories if:</p> <ol style="list-style-type: none">a. you do not give us evidence to satisfy us that the sum insured reflects the value of your vehicle plus the accessories; andb. you cannot prove you owned the accessories. <p>You must pay the basic excess applicable to your vehicle for any claim accepted under this Additional benefit, unless you have already paid the excess applicable to your vehicle because it was also stolen in the event.</p>

6. Vehicles being test driven by you

We cover	<p>If a vehicle is being demonstrated to you or test driven by you or your authorised driver during the period of insurance, we will cover your legal liability for:</p> <ol style="list-style-type: none">a. theft, loss of or damage to that vehicle; orb. another person's personal injury or property damage in connection with the use of that vehicle.
We do not cover	<p>We will not pay:</p> <ol style="list-style-type: none">a. more than \$100,000 for theft of, loss or damage to the demonstration or test driven vehicle;b. if the demonstration or test driven vehicle is a customers vehicle or being test driven for the purposes of repair, restoration or modification. <p>No excess is payable for any claim accepted under this Additional benefit.</p>

7. Non-owned trailer in control

We cover	<p>If your vehicle is a prime mover or rigid body truck of 2 tonne carrying capacity or more.</p> <p>We will pay for loss of or damage in the period of insurance to a trailer you do not own, lease or hire when:</p> <ol style="list-style-type: none">the trailer was in your legal possession or control at the time the loss or damage occurs; andyou or an authorised driver were using it in conjunction with your vehicle.
We do not cover	<p>We will not pay:</p> <ol style="list-style-type: none">more than \$50,000 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 in the trailer. <p>You must pay to us an excess of \$2,500 for any claim accepted by us under this Additional benefit. This excess is additional to any excess payable for your vehicle.</p>

What we pay

If **we** agree to pay a claim under Part 1, **we** will either pay **you** for a **partial loss** or a **total loss**. This is determined by whether **your vehicle** would be safe or economical to repair, or in the case of theft whether **your vehicle** has been recovered within 14 days of **you** reporting its theft to **us** and **we** being satisfied that **your** claim is in order.

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 of this policy section will apply.

Total loss

If we accept a claim and 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 Extra cover 1 – ‘New vehicle after total loss’ does not apply we will settle **your** claim one of the following ways:

a. Market value or sum insured

If the **vehicle** is shown on the **schedule** as having **market value**, and the **sum insured** does not show a figure in dollars, we will pay **you** the **market value** of **your vehicle**.

If the **vehicle** is shown on the **schedule** as having a **market value**, and the **sum insured** does show a figure in dollars, we will pay **you** the lesser of the **market value** or the **sum insured**.

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

We will deduct any **excess** that is payable from the amount we pay.

If we pay the **market value** or **sum insured** as a result of a **total loss** then **your** cover for that **vehicle** comes to an end. There will be no refund of the premium.

b. Agreed value

If the **vehicle** is shown on the **schedule** as having **agreed value**, we will pay **you** the **sum insured** shown on the **schedule** for **your vehicle**. This **sum insured** for **your vehicle** includes accessories defined as **your vehicle** plus any agreed accessory specified on you **schedule**.

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

We will deduct any **excess** that is payable from the **agreed value**.

If **we** pay the **agreed value** as a result of a **total loss** then **your** cover for that **vehicle** comes to an end. There will be no refund of the premium.

c. Legal liability, fire and theft

If the **vehicle** is shown on the **schedule** as having Legal liability, fire and theft, we will pay you the **market value** or the **sum insured** for your **vehicle**, whichever is less. The **market value** of **your vehicle** includes accessories included within the definition of **vehicle** plus any agreed accessory specified on **your schedule**.

We will deduct any **excess** that is payable.

If **we** pay the **market value** or **sum insured** as a result of a **total loss** then **your** cover for that **vehicle** comes to an end. There will be no refund of the premium.

Applicable to a., b. and c.

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

Your vehicle, including any unexpired premium, registration and compulsory third party insurance, becomes **our** property when **we** pay **you** for the **total loss**.

If another party (e.g. a bank) is shown as having an interest on **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.

If **you** make a claim and another party is entitled to the salvage of **your vehicle**, **we** will pay **you** or them the **sum insured** shown on the **schedule**, less our estimate of the salvage value, less any **excess** and unpaid premium.

For an example of how **we** settle a **total loss** claim, see page 105 and 106 of this policy.

Partial loss

If **we** agree to pay a claim and decide **your vehicle** is a **partial loss**, **we** can arrange the repairs with a **recommended repairer** if one is available, or alternatively **you** can choose **your** own repairer and arrange repairs with them.

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

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

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

- a. authorise the repair of **your vehicle** to the same or reasonably similar condition and standard it was immediately before the **event**;
- b. 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);
- c. authorise only the use of manufacturer's approved parts if **your vehicle** is under warranty, but not when **your vehicle** has an extended warranty or for windscreen replacement;
- d. only pay the **market value** of **damaged** parts we consider to be obsolete;
- e. replace **damaged** windscreen or window glass with glass which may not be produced by the original manufacturer but will meet Australian Design Rules; and
- f. guarantee the quality of materials and workmanship in respect of the repairs for the life of the **vehicle**.

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

If **you** choose **your** own repairer and **we** do not authorise repairs, **we**:

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

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

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

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

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

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

For an example of how **we** settle a **partial loss** claim, see page 106 of this policy.

Policy section part 1 conditions

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**.

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

Vehicle identification

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

Underinsurance condition

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

- a. a **total loss**, **we** will not apply this underinsurance condition;
- b. a **partial loss**, **we** will pay the same proportion of the **loss** as the **sum insured** 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.

How you earn a No claim bonus

A No claim bonus recognises **your** good driving and claims history record where **you** are insured for comprehensive.

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

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

The following will apply if **you** qualify for a No claim bonus:

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

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

For all other **vehicles**:

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

Protected No claim bonus

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

How making a claim could affect your No Claim Bonus

If you do not lodge a penalty claim

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

Windscreen claims

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

Other claims

When **you** renew **your** policy, **we** reduce **your** No claim bonus for each **penalty claim you** have made during the **period of insurance** unless **you** have selected the protected No claim bonus Optional insurance.

If **you** have selected the protected No claim bonus Optional insurance for **your vehicle** involved in a claim, **we** will not count the first **penalty claim** on that **vehicle** during the **period of insurance**.

The amount **we** reduce your No claim bonus to is set out below:

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

Your current No Claim Bonus	Following 1 penalty claim	Following more than one penalty claim
65%	45%	Nil
55%	25%	Nil
45%	Nil	Nil
24%	Nil	Nil
Nil	Nil	Nil

For all other **vehicles**:

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

Part 2 – Legal liability

What **your** vehicle also means.

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

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

- a. **you**;
- b. an **authorised driver**;
- c. a passenger in **your vehicle**; or
- d. **your** employer, principal or **business** partner;

are legally responsible to pay compensation for:

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

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

We cover

Provided 'Commercial motor' is shown under sections insured in the **schedule**, **we** will pay a claim for **your legal liability** if the **event** giving rise to that **legal liability** was not expected or intended, and the **event** was caused by:

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

We do not cover

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

- a. for anything excluded by any other 'what we exclude' section in Part 1 or Part 2 in this policy section;
- b. which is a direct or indirect result of discharge or escape of **contaminants or pollutants** or **dangerous goods** from **your vehicle** unless they are substances **you** are legally allowed to carry;
- c. for **loss** of or **damage to property you** own, control or are responsible for, or which belongs to someone who normally lives with **you**. However, this exclusion will not apply to **your legal liability** for **damage** to motor vehicles belonging to an **employee** or visitor which occurs within the confines of a private car park owned or operated by **you**;
- d. for **personal injury** to anyone who was **your employee** at the time of the **event**;
- e. 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);
- f. for **personal injury** if **your vehicle** is registered in the Northern Territory of Australia;
- g. where **you** cause **your** own **personal injury**, or if **you** injure or cause the death of someone who normally lives with **you**;
- h. occurring because **you**, an **authorised driver** of **your vehicle**, a passenger in **your vehicle**, or **your** employer, principal or **business** partner agreed to accept liability;
- i. because of an agreement **you** or anyone insured under this policy has entered into, unless **legal liability** would have applied anyway;
- j. for **personal injury** if at the time of the **event your vehicle** was being used as a show, carnival or festival attraction, parade float or for any similar activity;
- k. if at the time of the **event your vehicle** was being driven or used at, in or on any **aircraft** hangar or any part of an airport or airfield used by **aircraft** for loading, unloading, taxiing, takeoffs or landings;
- l. 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;
- m. in respect of fuel contamination caused by **you** delivering:
 - i. the incorrect type of fuel; or
 - ii. the fuel to the incorrect place.
- n. for **damage to property** resulting from an **event** arising out of the use of **your vehicle** while it is digging, excavating, boring or drilling.

We do not cover

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.

- o. to pay fines or punitive, exemplary or aggravated **damages**;
- p. arising directly or indirectly from:
 - i. the transportation, distribution, and or storage of asbestos;
 - ii. any material containing asbestos or any process of decontamination, treatment or control of asbestos.

This will only apply to **personal injury** arising in consequence of inhalation of asbestos fibre and to **loss** or **damage to property** due to the presence of asbestos.

- q. for **personal injury** or **loss** of or **damage to property** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of **contaminants or pollutants** into or upon any property, land, the atmosphere, water course or body of water (including ground water). However this exclusion does not apply to Additional benefit 1 – ‘Pollution’.

Extra covers

We will also provide the following Extra covers in this policy section, subject to the General exclusions and policy section exclusions and the Policy terms and conditions.

1. Damage by uninsured drivers

We cover	<p>If your vehicle is insured for Legal liability, fire and theft or Legal liability only.</p> <p>Loss of or damage to your vehicle during the period of insurance in an event as a result of a collision with another vehicle driven by an uninsured driver within Australia or its external territories.</p> <p>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.</p> <p>We only pay if:</p> <ol style="list-style-type: none">you show the event was the fault of the uninsured driver and we agree; andyou can identify the other vehicle and its driver (name, residential address, phone number and registration details).
We do not cover	<p>We will not pay more than \$5,000 or the market value of your vehicle (whichever is less), for loss of or damage to your vehicle during any one period of insurance.</p> <p>We will deduct:</p> <ol style="list-style-type: none">any excess that may apply to your vehicle; andthe residual value of the vehicle if it is not repairable (you keep the damaged vehicle).

2. Emergency services

We cover	<p>If we agree to pay a claim under Part 1 or Part 2 of this policy section during the period of insurance, we will pay the reasonable costs and charges levied by the police force or any fire brigade or other authority due to your vehicle causing the attendance of a member of the:</p> <ol style="list-style-type: none">fire brigade or authority for the purpose of fire extinguishment or other purposes; and/orpolice force; <p>at the accident site.</p>
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Additional benefits

We will also provide the following Additional benefit in this policy section, subject to the policy terms and conditions, the General exclusions and policy section exclusions including the exclusions in Part 1 and Part 2 of this policy section and any **endorsement**. The **event** giving rise to the **legal liability** must not have been expected or intended.

1. Pollution

We cover	<p>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:</p> <ol style="list-style-type: none">is caused by or in connection with the operation ownership possession or use by you or on your behalf of any vehicle;is caused by a sudden identifiable unintended and unexpected event;takes place in its entirety at a specific point in time during the period of insurance and within Australia or its external territories; anddoes not relate to any property, land, air, water course or body of water which you own, occupy or have in your custody or control. <p>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.</p>
We do not cover	<p>We will not pay:</p> <ol style="list-style-type: none">more than \$500,000 during the period of insurance; orif the contaminants or pollutants are dangerous goods.

2. Legal liability for unregistered on-site caravans

We cover	<p>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.</p>
We do not cover	<p>We will not pay for:</p> <ol style="list-style-type: none">amounts you must pay which are covered, or should be, by Medicare, workers compensation or another government scheme or arrangement, or private medical insurance; orloss 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 of this policy section.

3. Non owned vehicle liability

We cover	Your legal liability , 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.
We do not cover	You must pay to us an excess of \$500 for each claim accepted by us under this Additional benefit.

4. Legal liability for caravans and trailers

We cover	<p>You are covered for your legal liability as a result of:</p> <ol style="list-style-type: none">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; oranother vehicle colliding or acting to avoid a collision with:<ol style="list-style-type: none">property falling off a caravan or trailer while it is being towed by your vehicle; orproperty being loaded or unloaded from a caravan or trailer attached to your vehicle; <p>during the period of insurance in Australia or its external territories.</p>
We do not cover	<p>We do not cover loss or damage to:</p> <ol style="list-style-type: none">the caravan or trailer unless it is a vehicle insured under Part 1 of this policy section; orthe property which is loaded or unloaded from or which falls from the caravan or the trailer. <p>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 of this policy section.</p> <p>You must pay the excess applicable to your vehicle for any claim accepted under this Additional benefit.</p>

What we pay

If **we** agree to pay a claim for **legal liability** under Part 2, **we** will pay:

- a. the compensation;
- b. legal costs and expenses if **we** have given our prior written consent to **you** incurring these costs;
- c. costs and charges reasonably and necessarily incurred by **you** in removing or cleaning up debris, unless stated otherwise; and
- d. 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 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 107 of this policy.

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 \$30 million (unless another amount is specified on your **schedule**) but restricted to:

- a. \$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;
- b. \$1,000,000 (unless another amount is specified on your **schedule**) where **your vehicle** is being used for the transportation of **dangerous goods** or is attached to, or is towing, a **vehicle** used for the transportation of **dangerous goods**; and
- c. \$500,000 during the **period of insurance** in respect of all claims under the Additional benefit 1 – Pollution under Part 2.

These amounts include all legal costs and expenses.

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

We may provide the following Optional insurance when requested by **you**, when **you** pay any additional premium required and when shown on **your schedule** as applying, subject to the General exclusions, and the policy section exclusions in Part 1 or Part 2 of this policy section.

1. Windscreen excess waiver

We cover	You will not have to pay the basic excess for the first windscreen or window glass claim for that vehicle in any period of insurance . If you have any additional windscreen or window glass claims during the same period of insurance for that vehicle , the basic excess will apply.
We do not cover	This option will only apply if your vehicle is a car, utility, 4WD or van of not more than 2 tonne carrying capacity.

2. Rental vehicle after accident

We cover	<p>If your vehicle cannot be driven or is in need of repair following loss or damage as a result of an event, (other than theft) for which we agreed to pay a claim under Part 1, we will reimburse you for the cost of hiring a replacement vehicle:</p> <ol style="list-style-type: none">of a similar type to your vehicle; andfrom the date your vehicle is left at the repairers. <p>Please see:</p> <ul style="list-style-type: none">▶ Additional benefit Hire vehicle (page 82) for cover applicable to and caused by the rental vehicle;▶ Extra cover Hire vehicle after theft (page 80) for cover applicable if your vehicle is stolen.
We do not cover	<p>We will not pay if your vehicle is anything other than a car, utility, 4WD or van of not more than 2 tonne carrying capacity, we will not pay:</p> <ol style="list-style-type: none">if your vehicle is stolen;to hire a vehicle for any longer than the day after repairs to your vehicle have been completed;after your claim has been paid if your vehicle is a total loss;the running costs of the rental vehicle;for any other non-rental costs which you may be liable to pay for under a hire agreement. <p>We will not pay more than \$1,500 for any one event.</p>

3. Protected No claims bonus

We cover	Where a penalty claim would affect your No claim bonus, it will not be affected for that insured vehicle provided that you have not made a previous penalty claim for an insured event occurring in the period of insurance for that insured vehicle .
We do not cover	This optional insurance does not apply if your vehicle is anything other than a car, utility, 4WD or van of not more than 2 tonne carrying capacity. This optional insurance does not apply unless you are entitled to a maximum No claim bonus for your vehicle .

Excess

An **excess** is the amount **you** might have to pay if **you** claim. **Excesses** are cumulative and apply to all claims, unless otherwise stated. If **you** also claim under another policy section for one **event** the **excesses** payable under this policy section apply in addition to all other **excesses**.

For each **event**, or series of **events** arising from the one originating cause **you** will bear the amount of the **excess** in respect of each and every insured **vehicle**, unless stated otherwise.

The basic **excess** is shown on **your schedule**. The amounts for any other **excesses** (or where the amounts can be found in this policy) are detailed below on page 99. **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**.

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

- a. another vehicle is involved in the **event**, and **we** agree the driver of **your vehicle** was not at fault, and **you** can identify the other vehicle and the other driver responsible (name, residential address, phone number and vehicle registration details); or
- b. no other vehicle is involved in the **event**, and **we** agree the driver of **your vehicle** was not at fault, and **you** can identify another person at fault (name, residential address and phone number) and prove that they were at fault.

Types of excesses

Basic excess

The basic **excess** is the amount shown on **your schedule**.

Age or inexperienced drivers excess

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

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

- a. the **vehicle** is a car, 4WD, utility or van of not more than 2 tonne carrying capacity:
 - i. for drivers under 21 years of age \$500;
 - ii. for drivers 21 year of age or older \$300;
 - iii. for **inexperienced drivers** \$250.
- b. the **vehicle** is a prime mover and:
 - i. the **sum insured** 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**;
 - ii. the **sum insured** for the prime mover is \$100,000 or more, but not more than \$200,000 – the age or **inexperienced driver excess** is \$10,000 or \$15,000 if the prime mover was towing more than one trailer at the time of the **event**;
 - iii. the **sum insured** 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**.
- c. the **vehicle** is not a car, 4WD, utility, van of not more than 2 tonne carrying capacity or prime mover the age or **inexperienced driver excess** is \$750.

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

Tipping excess

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

Theft excess

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

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

You pay this in addition to any other **excess** for **your vehicle** that may be applicable.

Endorsement excess

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

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

Radius excess

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

The radius **excess** is:

- a. \$500 if **your vehicle** is a truck or bus;
- b. \$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
- c. \$7,500 if **your vehicle** is a prime mover.

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

Additional benefit excesses

Please refer to pages 81 to 84 for the amount of any **excess** **you** might have to pay if **you** make a claim under any Additional benefit in Part 1 of this policy section.

Application of excess involving trailer and towing vehicle

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

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

Policy section exclusions

You are not covered under this policy section:

- a. for an **event** occurring when **your vehicle** is being driven by, or is in the charge of, someone who:
 - ▶ was under the influence of, or had their judgement affected by, any alcohol or drug;
 - ▶ had more than the legal limit of alcohol in their breath or blood, as shown by analysis;
 - ▶ refused to take a test for alcohol or drugs; or
 - ▶ was not licensed, not correctly licensed or not complying with the conditions of their licence.

However, **we** will cover **you** if **you** were not the driver or person in charge of **your vehicle** at the time of the **event** and **you** can satisfy **us** that **you** did not know, and could not have reasonably known, of any of the above circumstances. 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**.

- b. 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;
- c. 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**;
- d. for financial **loss**:
 - ▶ occurring because **you** cannot use **your vehicle**;
 - ▶ because **your vehicle's** value was less after being repaired; or
 - ▶ because **your vehicle's** working life has been reduced;
- e. for **loss** of or **damage** to a drill rod or bit attached to **your vehicle** while the drill rod or bit is being used for its designed purpose. For the purposes of this exclusion, a drill rod or bit includes any part attaching to or forming part of the drill rod or bit including but not limited to pipes, guides, filters, gaskets, plugs, caps, beacon housings, tool heads, nozzles and/or any other electronic mechanism;
- f. for the cost to repair or replace burnt out electric motors or wiring of appliances in **your** caravan;
- g. for **damage** to **your** caravan, caravan annexe, trailer or **personal effects** caused by biting, chewing or scratching by an animal or bird;
- h. for **damage** to your **caravan**, caravan annexe or **personal effects** caused by any tenant;
- i. 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.);
- j. for **loss** or **damage** to **your** caravan caused by the sea or high water;
- k. for **loss** or **damage** or **legal liability** caused or contributed to by or arising from any biological, bacterial, viral, germ, chemical or poisonous **contaminants or pollutants** (except for any cover provided under Additional benefit 1 – 'Pollution' on page 95) or any looting or rioting following these occurrences;

- l. for theft by anyone who has hired or leased **your vehicle** or who has taken it as security for a debt;
- m. 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 **vehicles** covered under this policy section,
- n. 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;
- o. for an **event** that occurs outside Australia or its external territories;
- p. for **loss, damage** or **legal liability**, if another person is, or could have been, liable to compensate **you** for such **loss, damage** or **legal liability**, but **you** have agreed with that person either before or after the **loss, damage** or **legal liability** occurred that **you** would not seek to recover any moneys from that person;
- q. if the **event** that is the subject of the claim was intentionally or recklessly caused by **you** or the driver of **your vehicle** or someone acting with **your** or their express or implied consent;
- r. if excluded by any **endorsement**;
- s. if, at the time of an **event, your vehicle** was **damaged**, unsafe or unroadworthy. **However, we** will cover **you**, if **you** prove to our satisfaction that the unroadworthy or unsafe condition of **your vehicle**:
 - ▶ did not cause or contribute to the **loss, damage** or **legal liability** being incurred; or
 - ▶ could not reasonably have been detected by **you**;
- t. if, at the time of an **event, your vehicle** was:
 - ▶ being used in a race, contest, trial, test, hill climb or any similar activity;
 - ▶ being used on a competition race track, circuit, course or arena;
 - ▶ being used by **you** for illegal purposes;
 - ▶ carrying passengers for payment or reward unless it was a car pool, child care arrangement or fare paying passenger bus;
 - ▶ carrying a greater number of passengers than it was designed for or is allowable according to law;
 - ▶ conveying, towing, lifting or carrying a load not secured according to law;
 - ▶ conveying, towing, lifting or carrying a load in **excess** of that which was designed for or is allowable according to law;
 - ▶ being used to move **dangerous goods** or substances that pollute or contaminate unless this was done legally;
 - ▶ travelling on railway lines; or
 - ▶ being operated, transported or driven in an underground mine or mining shaft (but we will cover **you** if **your vehicle** was being used for open cut mining).

Claim payment examples

The following claims examples are designed to assist **you** in understanding how certain claims are calculated. They are examples 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. **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 accident and we assess the cost of repair to be \$20,000.

The **market value** is determined as follows:

The **vehicle** is an 8 year old sedan in poor condition. A motor vehicle guide records the value is \$20,000 for good condition. We assess the **market value** to be \$15,000 (GST inclusive).

The **vehicle** contains no modifications or accessories and we decide it is a **total loss**.

How much we pay		Further information
Market value	\$15,000	The vehicle is a total loss with a market value of \$15,000. In this case we decide the vehicle is a total loss since it is not economical to repair. We normally decide a vehicle is a total loss if the complete repair cost exceeds its market value less salvage value.
Less input tax credit	-\$1,364	If you are registered for GST and entitled to an input tax credit (ITC) we will deduct this entitlement. In this example you are entitled to a full input tax credit (100%). We will not deduct this entitlement if your vehicle is insured for agreed value .
Less outstanding premium	-\$300	If you paid your insurance by pay by the month instalments, we will deduct the remaining instalments for the period of insurance . In this example, there are three \$100 per month instalments remaining when total loss occurs.
Less excess	-\$500	Only the basic excess applies in this example. We deduct this from the amount we pay to you .
Total claim	\$12,836	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 Extra cover has a limit of 20% of the market value (\$3,000).
Less input tax credit	-\$200	In this example you are entitled to a full input tax credit (100%).
Total claim	\$14,836	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 previous example was less than 2 years old at the time of the **event**, instead of paying the claim above **you** can choose to accept a replacement vehicle including similar accessories and parts plus on-road costs e.g. registration, compulsory third party, pre-delivery. **You** must pay the **excess** to the dealership that has provided the replacement vehicle or **us**.

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

Example: Total loss — Agreed value

A utility that has a carrying capacity of not more than 2 tonnes is comprehensively insured for an **agreed value** of \$45,000. The **vehicle** is **damaged** in an accident that **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 \$46,000. **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. In this case we decide the vehicle is a total loss since it is not economical to repair. We normally decide a vehicle is a total loss if the complete repair cost exceeds its agreed value less salvage value.
Less input tax credit	\$0	We do not deduct any input tax credit (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	\$45,000	We would normally pay the total claim 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 these refunds are paid to **you** directly in which case **we** will deduct these costs from the total claim.

Example: Partial loss

A **vehicle** that has a carrying capacity of not more than 2 tonnes is comprehensively insured for **market value**, in this case \$12,000. The **vehicle** is stolen and subsequently recovered, **damaged**, 13 days after **you** reported its theft to **us**. **We** assess the cost of repairs to be \$5,500. The basic **excess** is \$500.

How much we pay		Further information
Damage to vehicle	\$5,500	In this case we decide the vehicle is economical to repair, and it is 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	\$5,000	We would normally pay this amount directly to the repairer in a partial loss situation.

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

Plus personal effects	+\$350	Personal effects cover is limited to \$1,000 per event . This Extra cover's sub-limit 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 replacement 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 times the number of days from the date the vehicle is repaired is 17 x \$100 (it takes 4 days to repair it). This benefit has a limit of up to 30 days and we will not pay more than \$3,000. Note: This benefit would not apply if the vehicle was damaged in an accident instead of stolen, unless you also selected Optional insurance 2 Rental vehicle following accident.
Total claim	\$7,050	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 cover. The **vehicle** is involved in an accident and the other driver claims that the driver of **your vehicle** has a **legal liability** for the accident. The **damage** to the other vehicle would be assessed by a court at \$12,500. There is a basic **excess** of \$500 on **your** policy. The legal costs to defend **your legal liability** are \$3,000.

How much we pay		Further information
Damage to other vehicle	\$12,500	We normally pay the cost of repairs directly to the third-party claimant.
Less excess	-\$500	Only the basic excess applies in this example. We normally require you to pay this amount to us before we act on your behalf.
Plus our legal costs	+\$3,000	We incur and do not charge you for these costs providing you have paid your excess prior to legal costs being incurred.
Total claim	\$15,000	

If the driver of **your vehicle** was not at fault and the driver of the other vehicle was at fault but was not insured, and **you** provide **us** with the details of the other driver, the basic **excess** is \$500. For the purposes of this example it is assumed that **your vehicle** is not comprehensively insured:

Damage by uninsured drivers Extra cover	\$4,500	Your vehicle is not covered for own damage because Legal liability only cover was purchased. However, the damage by uninsured drivers Extra cover provides limited cover in these circumstances for up to \$5,000. 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 it is not repairable and a total loss .
Less input tax credit	-\$409.09	If you are registered for GST and entitled to an Input Tax Credit (ITC) we will deduct this entitlement. In this example you are entitled to a full Input Tax Credit (100%).
Less excess	-\$500	Only the basic excess applies in this example. We deduct this from the amount we pay you .
Less residual value of wreck	-\$500	The remaining value of your damaged vehicle. We deduct this from the amount we pay you .
Total claim	\$3,090.91	We normally pay this directly to you . You will keep the damaged vehicle.

Definitions

The following words have the following meanings for this policy section only. **You** should also refer to the General definitions section starting on page 25.

Agreed value

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

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 to property

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

Dangerous goods

- a. substances which are shown in the Australian Code for the Transport of Dangerous Goods by Road or Rail;
- b. liquid fuels, liquefied or compressed gases, toxic chemicals, acids, organic peroxides or corrosives;
- c. infectious, explosive radioactive or oxidising substances; or
- d. 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

Any person:

- a. engaged in **your business** under a contract of service or apprenticeship; or
- b. supplied to **you** pursuant to a contract of labour hire.

Inexperienced driver

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

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 calculate the amount. If **we** do so, depending on **your vehicle's** age, **we** may also take into account the kilometres it has travelled.

Partial loss

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

Penalty claim

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

Personal effects

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

Personal injury

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

Reasonable repair costs

If **you** choose **your** own repairer, **we** will pay the amount **we** consider to be **reasonable repair costs** taking into account:

- a. **your** repairers quote with any adjustments or reduction recommendation by an experienced motor vehicle assessor **we** appoint; and
- b. 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.

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.

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 when it is so badly **damaged** that it would not be safe or economical to repair.

Value of your vehicle

The **market value** or **agreed value**, whichever is shown in **your schedule**.

Vehicle

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

How to contact us

- ▶ Phone us
- ▶ For enquiries **13 10 10**
- ▶ For claims **13 14 46**
- ▶ Visit one of our **branches**
- ▶ Find us on the web at **gio.com.au**

Who we are

This insurance issued by

AAI Limited

ABN 48 005 297 807

AFSL No. 230859 trading as GIO

