

# Commercial Motor Vehicle Insurance

Product Disclosure Statement



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# Welcome

This **Product Disclosure Statement (PDS)** is an important legal document that contains details of your motor vehicle insurance. If you decide to buy insurance from us, please read it through, then keep this **PDS**, together with your **schedule** in a safe place.

## Who is the insurer?

GIO General Limited ABN 22 002 861 583, AFS License No. 229873 is the insurer of this **policy** and issuer of this **PDS**.

## About your insurance policy

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

Your insurance **policy** is made up of this **PDS**, any **Supplementary PDS (SPDS)** we may send you, any **endorsements** and the **schedule**. You should read all these documents together to tell you what we cover, what we exclude, what we pay to settle claims and other important information. This **policy** has general exclusions which are listed on pages 41 to 43, and which apply to the whole **policy**.

You must pay the premium and any relevant government charges for the **period of insurance** and comply with all of the **policy** conditions.

In this insurance **policy**:

- You/your means the policyholder named in the **schedule**.
- We/our/us means GIO General Limited ABN 22 002 861 583.

Some other words used in this **PDS** have special defined meanings. These words are in **bold**. Most of the words we have defined are listed in the "Definitions" section on pages 51 to 54 of this **PDS**.

## Cooling off period

You have the right to cancel and return the insurance **policy** by notifying us in writing within 21 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.

To cancel at other times, please see 'Cancelling Your Policy' on page 13.

## Privacy statement

GIO General Limited is a member of the Suncorp Group.

The Privacy Act 1988 (Cth) requires us to inform you that:

### **Purpose of collection**

Personal information is information about an identifiable individual and includes facts or an opinion about you which identifies you or by which your identity can be reasonably determined. The collection of your personal information is essential to enable us to conduct our business of offering and providing you with our range of financial products and services.

We collect personal information for the purposes of:

- identifying you when you do business with us;
- establishing your requirements and providing the appropriate product or service;
- setting up, administering and managing our products and services;
- assessing and investigating, and if accepted managing a claim made by you under one or more of our products; and
- improving our financial products and services, including training and developing our staff and representative

We may be required by Anti-Money Laundering/Counter Terrorism Financing legislation to collect your personal information.

### **Consequences if personal information is not provided**

If we request personal information about you and you do not provide it, we may not be able to provide you with the financial product or service that you request, provide insurance cover, manage or pay any claim under an insurance policy, manage your product or provide any benefits, or provide you with the full range of services we offer.

### **Disclosure**

We use and disclose your personal information for the purposes we collected it.

We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with purposes listed above, we may disclose your personal information to and/or collect your personal information from:

- › other companies within the same Group;
- › where required or authorised under our relationship with our joint venture companies;
- › information technology providers, including hardware and software vendors and consultants such as programmers;
- › customer research organisations;
- › intermediaries including a broker or a representative acting on your behalf, other Australian Financial Services Licensee or our authorised representatives and our agents;
- › where you are an insured person and not the policy holder, we will disclose to the policy holder;
- › government, law enforcement or statutory bodies;
- › the Financial Ombudsman Service or the appropriate workers compensation regulatory body;
- › other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financial or investigative service providers;
- › legal and other professional advisers;
- › hospitals, medical and health professionals;
- › research and development service providers;
- › printers and mail service and delivery providers for the mailing of statements, insurance policy documents and marketing material; and
- › imaging and document management services.

### **Disclosure overseas**

There are also instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include:

- › sending your personal information to companies in the same Group;
- › when you have asked us to do so;
- › when we are authorised or required by law to do so;
- › when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement; or
- › certain electronic transactions
- › when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

### **Access**

You can request access to the personal information we hold about you by contacting us.

In some circumstances, we are able to deny your request for access to personal information. If we deny your request for access, we will tell you why.

If accessing your personal information will take an extended period of time, we will inform you of the likely delay. For more detailed requests for access to personal information, for example, access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

## Marketing

We would like to use and disclose your personal information to keep you up to date with the range of products and services available from us and other companies within the Group. Generally, our companies in the Group will use and disclose your personal information for the Group's marketing purposes.

If you do not want us to use and disclose your personal information for the purpose of marketing products and services to you, you should contact us and tell us.

## Contact

Please contact us to:

- change your mind at any time about receiving marketing material;
- request access to the personal information we hold about you; or
- obtain more information about our privacy practices by asking for a copy of our Privacy Policy;

You can contact us by sending a letter to

The Privacy Officer  
GPO Box 3999  
Sydney NSW 2001

Our Privacy Policy can also be found on our website at  
[http://www.suncorp.com.au/suncorp/legal/privacy\\_policy.aspx](http://www.suncorp.com.au/suncorp/legal/privacy_policy.aspx)

## General Insurance Code of Practice

We support and adhere to the General Insurance Code of Practice. A copy of the Code can be obtained from the Insurance Council of Australia by visiting [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au) or phoning (02) 9253 5100.

## Updating information

The information in this **PDS** was current at the date of preparation. We may update some of the information in the **PDS** that is not materially adverse from time to time without needing to notify you. You can obtain a copy of any updated information by calling 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 PDS (SPDS)** or replacement **PDS**.

## Financial Claims Scheme

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

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

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

Information about the FCS can be obtained from APRA at <http://www.apra.gov.au> or by calling 1300 13 10 60.

## 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 (FREE CALL)
- › Fax us on                      1300 767 337
- › 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](mailto:customer.relations@suncorp.com.au)

### **What we will do to resolve your complaint**

When you first let us know about your complaint or concern, we will review your complaint, consider the facts and attempt to resolve your complaint within a 24 hour period.

If we cannot resolve your complaint to your satisfaction, we will contact you within 3 working days to advise you that your complaint has been referred to our Internal Dispute Resolution team (unless you advise us that you no longer wish to pursue your complaint).

We will endeavour to send you our final decision within 15 working days from the date you first made your complaint. If we require further information, assessment or investigation of your complaint, we will contact you to agree on a reasonable alternative timeframe to resolve your complaint.

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

## What if you are not satisfied

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

- Phone            1300 780 808 (for the cost of a local call)
- Mail              GPO Box 3  
                        Melbourne VIC 3001.
- Email             [info@fos.org.au](mailto:info@fos.org.au) or
- Website          [www.fos.org.au](http://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 decision 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.



# Information about the cost of this insurance

The premium is the amount you pay us for this insurance. The premium payable by you will be shown on your **schedule**. Premiums are subject to applicable Commonwealth and State taxes and charges. These include the Goods and Services Tax (GST), Fire Services Levy (FSL) 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 that may impact generally on your premium.

Type	Lowers premium	Increases premium
Type of cover	Legal liability only	Comprehensive
Market and agreed value	Market value	Agreed value
No claim discount/rating	Higher rating	Lower rating
Type of vehicle	Low risk vehicle	High risk vehicle
Vehicle use	Low risk use	High risk use
Modifications and accessories	Not applicable	Additional modifications and accessories and vehicle modifications and accessories that increase the insurance risk
Gender	Female driver	Male driver
Freight carried	Low risk freight	High risk freight
Radius	Smaller radius of operation	Australia wide
Sum insured	Lower sum insured	Higher sum insured
Postcode	Low risk postcode	High risk postcode
Optional covers	None taken	One or more taken
Claims experience	Low claims experience	High claims experience
Voluntary excess	Higher excess	Lower excess
Occupation	Low risk occupation	High risk occupation
Endorsements	Reduces our risk or your cover	Increases our risk or your cover
Payment of premium	Annual payment	Monthly instalments
Our expenses of doing business including payments we make to intermediaries	Low expenses	High expenses

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

## Premium discounts

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

## Why your premium can change

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

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

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

## Information about excesses payable

If you make a claim, you may be required to pay one or more **excesses**. The descriptions of these **excesses**, their amounts (other than the **insured vehicle excess**) and the circumstances in which they are applied are shown on pages 38 to 40 of this **PDS**. The amount of the **insured vehicle excess** is shown on your **schedule**.

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

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

## No Claim Discount/Rating (Comprehensive cover only)

A No Claim Discount/Rating recognises your good driving and claims history record where you are insured for comprehensive cover.

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

### How you earn a No Claim Discount/Rating

If you are not entitled to a maximum No Claim Discount/Rating, you will earn an entitlement to a discount for the next **period of insurance** if you have no **legal liability, loss** or **damage** claims that fall within the definition of a **penalty claim**.

The following No Claim Discount/Rating will apply if you qualify for a No Claim Discount/Rating:

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

Year	Existing discount	Renewal discount
1st year	0%	20%
2nd year	20%	30%
3rd year	30%	40%
4th year	40%	50%
5th year	50%	60%
Subsequent years	60%	60%

For all other vehicles:

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

### Protected No Claim Discount/Rating

If you are entitled to a maximum No Claim Discount/Rating of 60% for sedans, station wagons, 4 wheel drives, or a goods carrying vehicle 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 Discount/Rating for that **vehicle**. An additional premium is payable to extend the **policy** to include this option. See page 37 for details.

### How making a claim could affect your No Claim Discount/Rating

#### If an event is not your fault

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

## Windscreen claims

When you renew your **policy**, your No Claim Discount/Rating 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 Discount/Rating for each **penalty claim** you have made during the **period of insurance** unless you have selected the protected No Claim Discount/Rating optional cover.

If you have selected the protected No Claim Discount/Rating optional cover for your **insured vehicle** involved in a claim, we will not count that first **penalty claim** on that **insured vehicle** during the **period of insurance**.

The amount we reduce your No Claim Discount/Rating to, is set out below:

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

Your current No Claim Discount/Rating	Following 1 penalty claim	Following more than 1 penalty claim
60%	40%	20%
50%	30%	Nil
40%	20%	Nil
30%	Nil	Nil
20%	Nil	Nil
Nil	Nil	Nil

For all other vehicles:

Your current No Claim Discount/Rating	Following 1 penalty claim	Following more than 1 penalty claim
50%	30%	Nil
40%	20%	Nil
30%	Nil	Nil
20%	Nil	Nil
Nil	Nil	Nil

Where we consider your claims history to be unsatisfactory, we may decide not to offer renewal of your **policy**. Where we do decide to offer renewal of your **policy**, we may take the following actions in addition to reducing your No Claim Bonus entitlement:

- offer renewal with an additional premium loading, and/or
- offer renewal with an increased **excess**.

## Your Duty of Disclosure

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

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

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

The information you tell us can affect:

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

You do not need to tell us of anything which:

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

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

The duty of disclosure applies to every person or organisation insured under the **policy**. Refer to 'Your responsibilities' on page 13 and page 14 for more details.

## Paying your premiums

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

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

Unless we tell you, any payment reminder we send you does not change the **policy** expiry date.

If you do not pay the premium and other charges in full, we will reduce the **period of insurance** so it is in line with the amount you paid.

### **Paying by monthly instalments**

We may agree that you can pay the total premium by monthly instalments instead of all at once. This is called paying by monthly instalments.

The fee for paying by monthly instalments is \$2.75 per month including GST and is included in your monthly payment.

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

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

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

GST has an impact on the way in which claim payments are calculated under your **policy**. We will calculate the amount of any payment we make to you having regard to your GST status.

In respect of **loss** or **damage** to your **insured vehicle**, if your **insured vehicle** is a **total loss** and you have chosen the **agreed value** option, we will not deduct any input tax credit entitlement from the amount of the **agreed value** for your **insured vehicle** shown on your **schedule** (we will, however, deduct your input tax credit entitlement from any amount we pay for **modifications and accessories**).

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

If, for example, we make a cash payment to you for the purchase of goods or services for which you are entitled to claim an input tax credit, we will only pay you an amount equal to your net cost – i.e. your cost after claiming input tax credits.

In respect of your **policy** with us, therefore, where you are registered for GST purposes, you should calculate your **sums insured** having regard to your entitlement to input tax credits.

You should, therefore, consider the net amount (after all input tax credits have been taken into account) which is to be insured and calculate and advise to us **sums insured** on a GST exclusive basis.

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

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

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

## Interested parties

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

# Cancelling your policy

## How you may cancel

You may cancel the **policy** at any time by telling us that you want to cancel it.

We subtract from any premium you have paid us, an amount to cover the period that we have already insured you for. We will then return the rest of the premium to you (along with GST and any relevant government charges where this is allowed).

## How we may cancel

We may only cancel a **policy** when the law says we can.

We will cancel your **policy** by telling you so in writing, either in person or by post to your last known address.

We will return the premium that you have paid for the rest of the **period of insurance** (along with GST and any relevant government charges where this is allowed).

## Paying by instalments

If you pay your premium and other charges by monthly instalment and your payment is overdue we can:

- › refuse to pay a claim if payment of at least one instalment is 14 days (or more) late; and
- › cancel your **policy** without notice if payment is a month (or more) late.

# Your responsibilities

## Keeping us up to date

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

- › any change in the business;
- › details of any accessories added to your **insured vehicle** that you have not already declared or that are not included within the definition of your **insured vehicle**;
- › details of any conversion or modification to your **insured vehicle** made by someone other than the manufacturer. For example, if you give your **insured vehicle** wide tyres or wheels, or lower its suspension; or
- › you change your address, your **insured vehicle**, your **insured vehicle's** garaged postcode or the way you use your **insured vehicle**.

## You must tell us

You must tell us prior to the commencement of your **policy** and at each renewal if you have experienced any of the following in the past 5 years:

- › you have been declared bankrupt;
- › you have had a receiver appointed or been placed in voluntary administration;
- › you have been unable to pay any debts or liabilities as they fell due; or
- › you have had any insurance policy cancelled, declined or refused.

You must tell us immediately if you or anyone who might drive or be in charge of your **insured vehicle** has:

- a criminal conviction relating to arson, drugs, burglary, housebreaking, theft, robbery, receiving stolen goods, fraud, criminal or willful damage or injury to anyone. However, these convictions do not need to be declared if the person was convicted for the offence/s committed whilst under the age of eighteen (18) and the conviction is more than 3 years old.
- had their license suspended for any reason, cancelled due to driving while their license is suspended or been convicted, charged or given a traffic infringement notice for culpable, dangerous or negligent driving.

You must also tell us prior to the commencement of your **policy** and at each renewal if you or anyone who might drive or be in charge of your **insured vehicle** has experienced any of these criteria in the past 5 years.

### **Taking care**

You must:

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

### **Complying with our requirements**

You must comply, within a reasonable time that we will specify, with any request made by us:

- for the protection or improvement of your **insured vehicle**; or
- to reduce the likelihood of **personal injury** or **loss** of or **damage to property**.



# Your cover

## Cover options

There are two different types of cover for your **insured vehicles**. Both types of cover may not be available for all types of **insured vehicles**. If your **insured vehicle** is insured for Comprehensive Cover, it will either have a monetary amount shown as its **sum insured** or the words 'market value' on your **schedule**. The option you have chosen is shown on your **schedule** and is detailed below.

Cover option	Description of cover provided
Part A and B (Comprehensive)	Part A applies Part B applies
Part B (Legal Liability)	Part A does not apply Part B applies

What we cover is described in the 'We cover' sections in the following pages. What we do not cover is described in the 'We do not cover' sections in the following pages, the General Exclusions on pages 41 to 43 of this **PDS** and in any **endorsements** that apply to your **policy**.

You can ask us at any time to change the cover option for your **insured 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 tell 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 **insured vehicles**, we will automatically provide that cover option for any additional vehicle you get during the **period of insurance** (unless you tell us you want another cover option).

If you have **insured vehicles** insured with us for both Comprehensive and Legal Liability cover, we will automatically provide the Comprehensive cover option for an additional vehicle you get during the **period of insurance** (unless you tell us you want Legal Liability cover).

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 a claim involving an additional vehicle is \$150,000.

## Part A – Loss or damage to your insured vehicle

You can claim for **loss** of or **damage** to your **insured vehicle** as described under ‘We cover’ section if:

- your **insured vehicle** is insured for Comprehensive cover;
- the **event** which causes the **loss** or **damage** happens during the **period of insurance**;
- the **loss** or **damage** occurs within Australia or its external territories;
- the **loss** or **damage** is not excluded by anything under the ‘We do not cover’ section;
- the **loss** or **damage** is not excluded by any of the General Exclusions on pages 41 to 43; and
- the **loss** or **damage** is not excluded by an **endorsement**.

We cover	We will pay for <b>loss</b> of or <b>damage</b> to your <b>insured vehicle</b> caused by an <b>event</b> .
We do not cover	We will not pay for: <b>Loss or damage to tyres</b> <b>loss</b> or <b>damage</b> to tyres caused by punctures, bursts, road cuts or the application of brakes. <b>Vehicle deterioration</b> <b>loss</b> or <b>damage</b> due to wear and tear, corrosion, rusting or depreciation. <b>Accessories</b> more than \$2,000 for <b>modification and accessories</b> if your <b>insured vehicle</b> is a car, 4WD, utility or van of not more than 2 tonne carrying capacity. However, if we have agreed to insure additional <b>modifications and accessories</b> we will pay the <b>modifications and accessories sum insured</b> shown on your <b>schedule</b> in addition to this amount. <b>Failure or breakdown</b> structural, mechanical, electrical, or electronic failure or breakdown. <b>Safeguarding your insured vehicle</b> <b>loss</b> or <b>damage</b> caused by you failing to take reasonable steps to protect, prevent or diminish further <b>loss</b> or <b>damage</b> to your <b>insured vehicle</b> after: <ul style="list-style-type: none"><li>➤ it breaks down;</li><li>➤ it is <b>damaged</b> in an <b>event</b>; or</li><li>➤ you have been notified that your stolen <b>insured vehicle</b> has been found.</li></ul> <b>Engine, gearbox and transmission</b> <b>damage</b> to your <b>insured vehicle’s</b> engine, gearbox or transmission because it was driven in a <b>damaged</b> condition after an <b>event</b> unless we agree that you could not reasonably have known that the <b>damage</b> was occurring. <b>Lawful seizure</b> <b>loss</b> or <b>damage</b> caused by or arising from any person or organisation who lawfully takes possession of your <b>insured vehicle</b> .

# Extra benefits

If your **insured vehicle** has Comprehensive cover and as a result of an **event** which causes **loss** or **damage** to your **insured vehicle** we agree to pay a claim under this Part A, we will also pay for the following:

## 1. New vehicle after total loss

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

## 2. Personal effects

<b>We cover</b>	<p>We will pay the reasonable costs of repair or replacement if your or the <b>authorised driver's personal effects</b> are <b>damaged</b> or lost as a result of your <b>insured vehicle</b> being:</p> <ul style="list-style-type: none"><li>➤ <b>damaged</b> in the <b>event</b>; or</li><li>➤ stolen as a result of forcible entry to your <b>insured vehicle</b>.</li></ul>
<b>We do not cover</b>	<p>We will not pay:</p> <ul style="list-style-type: none"><li>➤ more than \$1,000 for any one <b>event</b>; or</li><li>➤ if such <b>personal effects</b> are insured under another policy.</li></ul>

### 3. Funeral expenses

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

### 4. Personal accident

We cover	<p>We will pay \$5,000 if your <b>insured vehicle</b> was being driven by you or any <b>authorised driver</b> and, as a direct and sole result of the <b>event</b>, the driver:</p> <ul style="list-style-type: none"><li>➤ permanently and totally loses sight in one or both eyes; or</li><li>➤ permanently and totally loses the efficient use of one or both hands or feet.</li></ul> <p>We pay the driver.</p>
We do not cover	<p>We will not pay more than \$5,000 for any one <b>event</b>.</p> <p>We will not pay if the <b>loss</b> happens:</p> <ul style="list-style-type: none"><li>➤ more than 12 months from the date of the <b>event</b>; or</li><li>➤ because the driver attempted to commit suicide.</li></ul> <p>We will not pay if we have paid an amount for the 'Funeral expenses' Extra Benefit.</p>

### 5. Emergency repairs

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

## 6. Emergency travel

We cover	We will pay reasonable costs of emergency travel for you or the <b>authorised driver</b> and any <b>insured vehicle</b> occupants if your <b>insured vehicle</b> was unroadworthy or unsafe to drive following the <b>event</b> . If you need emergency travel we give you the authority to arrange these matters on our behalf. You must produce tax invoices and receipts for all costs if we ask for them.
We do not cover	We will not pay more than \$1,250 for any one <b>event</b> .

## 7. Emergency accommodation

We cover	<p>We will pay reasonable costs for temporary accommodation:</p> <ul style="list-style-type: none"><li>➤ for you or the <b>authorised driver's</b> emergency accommodation if the <b>event</b> was more than 100km from your home or the <b>authorised driver's</b> home and your <b>insured vehicle</b> was unroadworthy or unsafe to drive.</li><li>➤ if your <b>insured vehicle</b> is an unregistered on-site caravan and it is <b>damaged</b> by the <b>event</b>, provided that it is your only home and you can't live in it as a result of the <b>damage</b>.</li></ul> <p>If you need overnight accommodation we give you the authority to arrange these matters on our behalf. You must produce tax invoices and receipts for all costs if we ask for them.</p>
We do not cover	We will not pay more than \$1,250 for any one <b>event</b> .

## 8. Removal of debris

We cover	If you are liable to pay the cost of cleaning up or removing goods that have fallen off your <b>insured vehicle</b> 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.
We do not cover	We will not pay more than \$25,000 for any one <b>event</b> .

## 9. Vehicle modifications

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

## 10. Towing and storage

We cover	<p>We will pay the reasonable and necessary costs of towing your <b>insured vehicle</b> when your <b>insured vehicle</b> cannot be driven to:</p> <ul style="list-style-type: none"><li>➤ our nearest Assessing Centre;</li><li>➤ a <b>recommended repairer</b> that we nominate; or</li><li>➤ a repairer we agree to.</li></ul> <p>We will also pay the reasonable costs of storing your <b>insured vehicle</b>.</p>
We do not cover	We do not cover storage costs for any period after your claim is settled.

## 11. Hire vehicle after theft

We cover	<p>We will pay the reasonable cost of hiring a vehicle of a similar make and model to your <b>insured vehicle</b> for up to 30 days if your <b>insured vehicle</b> is stolen and either not found or is found but is not driveable. This benefit stops before the 30 day limit if:</p> <ul style="list-style-type: none"><li>➤ your <b>insured vehicle</b> is returned undamaged;</li><li>➤ we repair your <b>insured vehicle</b> and return it you; or</li><li>➤ we have settled your claim.</li></ul> <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 Cover policy 'Hired Vehicle' on page 23 for details of the cover provided under this <b>PDS</b> when you hire a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.</p>
We do not cover	We will not pay more than \$3,000 for any one <b>event</b> .

## 12. Lease payout

We cover	<p>If your <b>insured vehicle</b> is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity we will pay the difference when the amount owing by you under a lease or a hire purchase agreement is greater than the <b>market value</b> of your <b>insured vehicle</b> if it was a <b>total loss</b>.</p> <p>We will deduct:</p> <ul style="list-style-type: none"><li>➤ any amounts or interest in arrears at the time of the <b>loss</b> or <b>damage</b>; and</li><li>➤ discounts in respect of finance charges or interest for the unexpired term of the financial agreement.</li></ul>
We do not cover	<p>We will not pay:</p> <ul style="list-style-type: none"><li>➤ more than 20% of the <b>market value</b> of your <b>insured vehicle</b>; or</li><li>➤ when your <b>insured vehicle</b> is insured for <b>agreed value</b>.</li></ul> <p>We will not pay the lease payout:</p> <ul style="list-style-type: none"><li>➤ when the <b>loss</b> or <b>damage</b> to your <b>insured vehicle</b> was caused by fire or theft; or</li><li>➤ if your <b>insured vehicle</b> was purchased via a personal loan or line of credit.</li></ul>

## 13. Lease payout

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

## Additional covers

If your **insured vehicle** has Comprehensive cover, you can also claim for **loss** or **damage** as described under the 'We cover' sections below if:

- › the **event** giving rise to the claim happens during the **period of insurance** and occurs within Australia or its external territories; and
- › the claim is not excluded by:
  - › anything in the applicable 'We do not cover' section;
  - › anything in any other 'We do not cover' section in Part A or Part B of the **policy**;
  - › any of the General Exclusions on page 41 to 43; or
  - › any **endorsement**.

### 1. Two-wheel or box trailer

We cover	We will cover <b>loss</b> or <b>damage</b> to your two-wheel trailer or box trailer when it is attached to or being towed by your <b>insured vehicle</b> .
We do not cover	We will not pay more than \$1,000 for any one <b>event</b> .  If we agree, you can insure your trailer for more if you insure it as a separate <b>insured vehicle</b> under your <b>policy</b> .  No <b>excess</b> is payable for any claim accepted by us under this Additional Cover.

### 2. Locks and keys

We cover	We will pay the cost of replacing the keys or re-coding your <b>insured vehicle's</b> locks if the keys to your <b>insured vehicle</b> : <ul style="list-style-type: none"><li>› have been stolen (even if your <b>insured vehicle</b> was not),</li><li>› have been <b>damaged</b> or lost after an <b>event</b> as a result of which we have paid a claim under Part A; or</li><li>› may have been duplicated and there are reasonable grounds to believe so.</li></ul>
We do not cover	We will not pay more than \$3,000 for any one <b>event</b> .  You must pay the <b>insured vehicle excess</b> applicable to your <b>insured vehicle</b> for any claim accepted under this Additional Cover.



### 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> <p>a. but do not insure it with the hiring company, we will pay for:</p> <ul style="list-style-type: none"><li>➤ theft, <b>loss</b> of or <b>damage</b> to that hire vehicle; and</li><li>➤ your <b>legal liability</b> for another person's <b>personal injury</b> or <b>damage</b> to another person's property which you cause while you are driving or in control of the hire vehicle.</li></ul> <p>Please refer to page 35 of this <b>PDS</b> for how we will settle a claim for your <b>legal liability</b> under this Additional Cover.</p> <p>b. and you did insure the hire vehicle with the hiring company for the theft, <b>loss</b> or <b>damage</b> or <b>legal liability</b>, we will pay any excess you are required to pay to the hiring company under that insurance for theft, <b>loss</b> or <b>damage</b> for that hire vehicle during the <b>period of insurance</b>.</p>
We do not cover	<p>We will not pay more than:</p> <ul style="list-style-type: none"><li>➤ if a. applies, \$40,000 for the <b>loss</b> or <b>damage</b> to the hire vehicle; or</li><li>➤ if b. applies, the hire vehicle excess,</li></ul> <p>for any one <b>event</b>.</p> <p>You must pay to us an <b>excess</b> of \$500 (unless another amount is shown on any <b>endorsement</b>) for any claim accepted by us under this Additional Cover.</p>

### 4. Recovery costs – no damage

We cover	<p>We will pay the reasonable cost of removing your <b>insured vehicle</b> to a place of safety following it becoming immobilised, bogged or stranded even if there is no <b>damage</b> to your <b>insured vehicle</b>.</p> <p>You must pay for the recovery costs and provide tax invoices and receipts for all costs if we ask for them.</p>
We do not cover	<p>We will not pay more than \$5,000 for any claim under this Additional Cover.</p> <p>You must pay the <b>insured vehicle excess</b> applicable to your <b>insured vehicle</b> for any claim under this Additional Cover.</p> <p>This Additional Cover does not apply if your <b>insured vehicle</b> is immobilised, bogged or stranded solely as a result of your <b>insured vehicle</b> failure or breakdown.</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 <b>insured vehicle</b> are stolen we will pay the reasonable cost to replace them, even if the theft occurs while they are not attached to your <b>insured vehicle</b> or if they are not shown on your <b>schedule</b>:</p> <ul style="list-style-type: none"><li>➤ Buckets</li><li>➤ Post hole borer</li><li>➤ Chain trencher</li><li>➤ Ramps</li><li>➤ Hammer</li><li>➤ Ripper</li><li>➤ Laser</li><li>➤ Rock Breaker</li><li>➤ Pallet Forks</li><li>➤ Sweeper</li></ul>
We do not cover	<p>We will not cover these accessories if:</p> <ul style="list-style-type: none"><li>➤ you do not give us evidence to satisfy us that the <b>sum insured</b> reflects the value of your <b>insured vehicle</b> plus the accessories, and</li><li>➤ you cannot prove you owned the accessories.</li></ul> <p>You must pay the <b>excess</b> applicable to your <b>insured vehicle</b> for any claim under this Additional Cover, unless you have already paid the <b>excess</b> applicable to your <b>insured vehicle</b> because it was also stolen in the <b>event</b>.</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 <b>authorised driver</b>, we will cover your <b>legal liability</b> for:</p> <ul style="list-style-type: none"><li>➤ theft, <b>loss</b> of or <b>damage</b> to that vehicle; or</li><li>➤ your <b>legal liability</b> for another person's <b>personal injury</b> or <b>damage</b> to another person's property which you cause while you or an <b>authorised driver</b> are driving or in control of that vehicle.</li></ul> <p>Please refer to page 35 of this <b>PDS</b> for how we settle a claim for your <b>legal liability</b> under this Additional Cover.</p>
We do not cover	<p>We will not pay more than \$100,000 for the theft of, <b>loss</b> or <b>damage</b> to the demonstration or test driven vehicle.</p> <p>No <b>excess</b> is payable for any claim accepted under this Additional Cover.</p>

## 7. Non-owned trailer in control

We cover	<p>Only applicable if your <b>insured vehicle</b> is a prime mover or rigid body truck of 2 tonne carrying capacity or more.</p> <p>We will pay for <b>loss</b> or <b>damage</b> to a trailer you do not own, lease or hire when:</p> <ul style="list-style-type: none"><li>➤ the trailer was in your legal possession or control at the time the <b>loss</b> or <b>damage</b> occurred; and</li><li>➤ you or an <b>authorised driver</b> were using it in conjunction with your <b>insured vehicle</b>.</li></ul>
We do not cover	<p>We will not pay:</p> <ul style="list-style-type: none"><li>➤ more than \$50,000 for any one <b>event</b>, regardless of the number of trailers your <b>insured vehicle</b> may have under its control at the time of the <b>event</b>;</li><li>➤ for <b>loss</b> or <b>damage</b> to goods or property being carried in the non-owned trailer; or</li><li>➤ if the trailer is a tanker, tipper, convertible, refrigerated, freezer or chiller trailer.</li></ul> <p>You must pay to us an <b>excess</b> of \$2,500 (unless another amount is shown on any <b>endorsement</b>) for any claim accepted by us under this Additional Cover. This <b>excess</b> is additional to any <b>excess</b> payable for your <b>insured vehicle</b>.</p> <p>We may allow you to increase the maximum we will pay and remove the restrictions relating to the type of trailers that are in your lawful custody or control. If we agree to your request an extra premium will be payable.</p> <p>We will not backdate any request.</p>

## How we settle a claim under Part A

If we agree to pay a claim under Part A, we will either pay you for a **partial loss** or a **total loss**. This is determined by the extent of the **loss** or **damage**, the cost of repair or replacement and the value of your **insured vehicle**.

If we agree to pay a claim for **legal liability** under any Additional Cover in this Part, the 'How we settle a claim under Part B' will apply.

### Total loss

If we accept a claim for your **insured vehicle** and decide it is a **total loss** and the conditions applying to Extra Benefit 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 **insured vehicle**.

If Extra Benefit 1 - 'New vehicle after total loss' does not apply we will settle your claim in one of the following ways:

#### a. If your insured vehicle is a car, 4WD, utility or van of not more than 2 tonne carrying capacity

We will pay you:

- if your **insured vehicle** is shown on your **schedule** as having an **agreed value**, that **agreed value**; or
- if your **insured vehicle** is shown on your **schedule** as being insured for **market value**, the **market value** of your **insured vehicle**.

The amount we pay as the **agreed value** or **market value** includes the value of any tools, accessories and spare parts supplied and installed by the manufacturer as standard equipment.

We will also pay you up to:

- \$2,000; plus
- the **modifications and accessories sum insured** shown on your **schedule**;  
for **loss** or **damage** to any vehicle **modification and accessories** you can prove to us were attached to or in or on your **insured vehicle** at the time of the **event**.

#### b. If your insured vehicle is any other type of vehicle

We will pay you the lesser of the **market value** of your **insured vehicle**, or the **sum insured** for your **insured vehicle** shown on your **schedule**;

The amount we pay as the **sum insured** or **market value** includes the value of:

- any tools, accessories and spare parts supplied and installed by the manufacturer as standard equipment; and
- any **modifications and accessories** you can prove to us were attached to or in or on your **insured vehicle** at the time of the **event**.

## Applicable to all insured vehicles:

We will deduct from the amount we pay you:

- any **excess** that is payable;
- any unpaid premium; and
- if another party is entitled to the salvage of your **insured vehicle**, we will deduct from the amount we pay you our estimate of the salvage amount.

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

Your **insured vehicle**, unexpired premium, registration and Compulsory Third Party (CTP) insurance becomes our property when we pay your **total loss**.

If another party (e.g. a bank) is shown as having an interest on your **schedule** and your **insured vehicle** is a **total loss**, we will pay them (instead of you) what you owe them up to an 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.

For an example of how we settle a total loss claim, see pages 46 to 48 of this PDS.

## Partial loss

If we agree to pay a claim for your **insured vehicle** and decide it 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:

- authorise the repair of your **insured vehicle** to the same or reasonably similar condition and standard it was immediately before the **event**;
- authorise only the use of new parts or parts which are consistent with the age and condition of your **insured vehicle** (which may include using non genuine and/or recycled parts);
- authorise only the use of manufacturer's approved parts if your **insured vehicle** is under warranty, but not when your **insured vehicle** has an extended warranty or for windscreen replacement;
- only pay the market value of damaged parts we consider to be obsolete;
- replace damaged windscreen or window glass with glass which may not be produced by the original manufacturer but which meets Australian Design Rules; and
- guarantee the quality of materials and workmanship in respect of the repairs for the life of your **insured vehicle**.

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

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

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

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

You are responsible for the cost of any air-conditioning refit, re-gas or modification required 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 49 of this **PDS**.

### **Lifetime guarantee for repairs**

If we authorise repairs for your **insured vehicle**, we will guarantee the repairs against any defect due to workmanship or faulty material for the life of your **insured 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.

### **Modifications and accessories**

If your **insured vehicle** is a car, 4WD, utility or van of not more than 2 tonne carrying capacity you may have to contribute to the cost of repairs or replacing **modifications and accessories** if:

- the cost of repairing and replacing **modifications and accessories** exceeds \$2,000 plus the **modifications and accessories sum insured** shown on your **schedule**; and
- such repair and replacement is necessary to return your **insured vehicle** to a roadworthy state.

How much you pay will depend on the amount by which the cost of repair and replacement exceeds the limit we will pay for **modifications and accessories**.

### **Underinsurance condition**

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

- A **total loss**, this underinsurance condition does not apply.
- A **partial loss**, we will pay the same proportion of the loss as the **sum insured** bears to 80% of the **market value** of your **insured 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 **insured vehicle** is a car, 4WD, utility or van of not more than 2 tonne carrying capacity.

## Part B – Legal liability

### What your vehicle also means.

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

- › a trailer;
- › a caravan; or
- › another vehicle which has broken down;

that is being towed by your **insured vehicle** or a **substitute vehicle** legally and not for reward; and

- › a **substitute vehicle**.

### What is legal liability?

**Legal liability** means that an Australian court or a court of an Australian external territory finds, or we accept, that:

- › you;
- › an **authorised driver**;
- › a passenger in your **insured vehicle**; or
- › your employer, principal or business partner;

are legally responsible to pay compensation for:

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

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

We will pay for a claim for your **legal liability** as described in the 'We cover' section below, if:

- › the **event** giving rise to that **legal liability** was not expected or intended; and
- › that liability is not excluded by:
  - › anything in the 'We do not cover' section;
  - › the General Exclusions on pages 41 to 43; or
  - › any **endorsement**.

<p>We cover</p>	<p>If the <b>event</b> that gives rise to the <b>legal liability</b> is one that is caused by:</p> <ul style="list-style-type: none"> <li>› you or an <b>authorised driver</b> driving, using or being in charge of your <b>insured vehicle</b>;</li> <li>› goods being carried by or falling from your <b>insured vehicle</b>;</li> <li>› loading goods onto your <b>insured vehicle</b> from a fixed place of rest directly beside your <b>insured vehicle</b>;</li> <li>› unloading goods off your <b>insured vehicle</b> to a fixed place of rest directly beside your <b>insured vehicle</b>; or</li> <li>› a passenger in your <b>insured vehicle</b> with your permission while travelling or getting in or getting out of your <b>insured vehicle</b>.</li> </ul>
<p>We do not cover</p>	<p>We will not pay for your <b>legal liability</b>:</p> <ul style="list-style-type: none"> <li>› which is a direct or indirect result of discharge or escape of <b>contaminants or pollutants</b> or <b>dangerous goods</b> from your <b>insured vehicle</b> unless they are substances you are legally allowed to carry;</li> <li>› for <b>loss of or damage to property</b> 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 <b>legal liability</b> for <b>damage</b> to motor vehicles belonging to an <b>employee</b> or visitor which occurs within the confines of a private car park owned or operated by you;</li> <li>› for <b>personal injury</b> to anyone who was your <b>employee</b> at the time of the <b>event</b>;</li> <li>› for <b>personal injury</b> 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);</li> <li>› for <b>personal injury</b> if your <b>insured vehicle</b> is registered in the Northern Territory of Australia;</li> <li>› where you cause your own <b>personal injury</b>, or if you injure or cause the death of someone who normally lives with you;</li> <li>› if at the time of the <b>event</b> your <b>insured vehicle</b> is being driven or used at, in or on any <b>aircraft</b> hangar or any part of an airport or airfield used by <b>aircraft</b> for loading, unloading, taxiing, takeoffs or landings;</li> <li>› for <b>personal injury</b> if at the time of the <b>event</b> your <b>insured vehicle</b> is being used as a show, carnival or festival attraction, parade float or for any similar activity;</li> <li>› because of an agreement you or anyone insured under this <b>policy</b> enters into, unless <b>legal liability</b> would have applied anyway;</li> </ul>



## We do not cover

- › occurring because you, an **authorised driver** of your **insured vehicle**, a passenger in your **insured vehicle**, or your employer, principal or business partner agreed to accept liability;
- › resulting from the use of your **insured vehicle** if it was unregistered at the time of the **event**, unless your **insured vehicle** is an unregistered on-site caravan;
- › in respect of fuel contamination caused by you delivering:
  - › the incorrect type of fuel; or
  - › the fuel to the incorrect place.
- › for **damage to property** resulting from an **event** arising out of the use of your **insured vehicle** while it is digging, excavating, boring or drilling.

However, we will pay if your **insured 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 your **insured vehicle** was designed.

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

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

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

# Extra benefits

We will also pay claims as described under the 'We cover' sections below if:

- › The **event** giving rise to the claim happens during the **period of insurance** and occurs within Australia or its external territories; and
- › The claim is not excluded by:
  - › anything in the applicable 'We do not cover' section;
  - › anything in any other 'We do not cover' section in Part A or Part B of the **policy**;
  - › the General Exclusions on pages 41 to 43; or
  - › any **endorsement**.

## 1. Damage by uninsured drivers

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

## 2. Emergency services

<b>We cover</b>	<p>If we agree to pay a claim under Part A or Part B, we will also pay the reasonable costs and charges levied by the police force or fire brigade or authority due to your <b>insured vehicle</b> causing the attendance of a member of the:</p> <ul style="list-style-type: none"><li>› fire brigade or authority for the purpose of fire extinguishment or other purposes; and/or</li><li>› police force;</li></ul> <p>at the accident site.</p>
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## Additional covers

We will also pay a claim for your **legal liability** as described under the 'We cover' section below if:

- The **event** giving rise to the **legal liability** was not expected or intended; and
- The liability was not excluded by:
  - anything in the applicable 'We do not cover' section;
  - anything in any other 'We do not cover' section in Part A or Part B of the **policy**;
  - the General Exclusions on pages 41 to 43; or
  - any **endorsement**.

### 1. Pollution

<b>We cover</b>	<p>Your <b>legal liability</b> arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of <b>contaminants or pollutants</b> 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> <ul style="list-style-type: none"><li>➤ is caused by or in connection with the operation ownership possession or use by you or on your behalf of any <b>insured vehicle</b>;</li><li>➤ is caused by a sudden identifiable unintended and unexpected <b>event</b>;</li><li>➤ takes place in its entirety at a specific point in time during the <b>period of insurance</b>; and</li><li>➤ does not relate to any property, land, air, water course or body of water which you own, occupy or have in your custody or control.</li></ul> <p>We will also only pay for clean up or removal costs if they are caused by such an incident.</p> <p>The exclusion for <b>contaminants or pollutants</b> on page 30 does not apply to this Additional Cover.</p>
<b>We do not cover</b>	<p>We will not pay:</p> <ul style="list-style-type: none"><li>➤ more than \$500,000 during the <b>period of insurance</b>; or</li><li>➤ if the <b>contaminants or pollutants</b> are <b>dangerous goods</b>.</li></ul>

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

We cover	If your <b>insured vehicle</b> is an unregistered on-site caravan, you are covered for your <b>legal liability</b> caused by your use or occupation of the unregistered on-site caravan.
We do not cover	We do not pay for: <ul style="list-style-type: none"><li>› amounts you must pay which are covered, or should be, by Medicare, workers compensation or another government scheme or arrangement, or private medical insurance; or</li><li>› <b>loss</b> or <b>damage</b> to the unregistered on-site caravan, unless the caravan is an <b>insured vehicle</b> and we have accepted a claim for it under Part A of the <b>policy</b>.</li></ul>

## 3. Non-owned vehicle liability

We cover	Your <b>legal liability</b> as set out in Part B, in respect of any vehicle not owned or supplied by you while that vehicle is being used or driven by you or an <b>authorised driver</b> in connection with your business.
We do not cover	You must pay to us an <b>excess</b> of \$500 for each claim accepted by us under this Additional Cover.

## 4. Legal liability for caravans and trailers

We cover	You are covered for your <b>legal liability</b> as a result of: <ul style="list-style-type: none"><li>› the actions of a caravan or trailer while it is being towed by your <b>insured vehicle</b>;</li><li>› a caravan or trailer running out of control after separating from your <b>insured vehicle</b> while your <b>insured vehicle</b> is moving; or</li><li>› another vehicle colliding or acting to avoid a collision with:<ul style="list-style-type: none"><li>› property falling off a caravan or trailer while it is being towed by your <b>insured vehicle</b>; or</li><li>› property being loaded or unloaded from a caravan or trailer attached to your <b>insured vehicle</b>.</li></ul></li></ul>
We do not cover	We do not cover <b>loss</b> or <b>damage</b> to: <ul style="list-style-type: none"><li>› a caravan or trailer unless it is an <b>insured vehicle</b>; or</li><li>› the property which is loaded or unloaded from or which falls from the caravan or the trailer.</li></ul> We do not cover the cost to remove the trailer or caravan debris, unless the caravan or trailer is an <b>insured vehicle</b> and we have accepted a claim for it under Part A of the <b>policy</b> . You must pay the <b>excess</b> applicable to your <b>insured vehicle</b> for any claim accepted under this Additional Cover.

## How we settle a claim under Part B

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

- › the compensation;
- › legal costs and expenses if we have given our prior written consent to you incurring these costs;
- › costs and charges reasonably and necessarily incurred by you in removing or cleaning up debris, unless stated otherwise; and
- › costs and charges reasonably and necessarily incurred to extinguish a fire that your **insured 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 50 of this **PDS**.

### Limits to what we pay

If we agree to pay a claim for **legal liability**, the most we will pay for all claims arising directly or indirectly from one **event** is \$30 million (unless another amount is specified on your **schedule**) but restricted to:

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

These amounts include all legal costs and expenses.

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

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

## Optional covers for comprehensive cover

We may allow you to choose the following Optional covers. If it applies to your **policy** it will be shown on your **schedule**.

We will not pay if the claim is excluded by:

- › anything in the applicable 'We do not cover' section;
- › anything in any other 'We do not cover' section in Part A or Part B of the **policy**;
- › the General Exclusions on pages 41 to 43; or
- › any **endorsement**.

### 1. Windscreen excess waiver

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

### 2. Rental vehicle following accident

We cover	<p>If your <b>insured vehicle</b> cannot be driven or is in need of repair following <b>loss</b> or <b>damage</b> as a result of an insured <b>event</b> (other than theft) for which we agreed to pay a claim under Part A, we will reimburse you for the cost of hiring a replacement vehicle:</p> <ul style="list-style-type: none"><li>› of a similar type to your <b>insured vehicle</b>; and</li><li>› from the date your <b>insured vehicle</b> is left at the repairers.</li></ul> <p>Please see:</p> <ul style="list-style-type: none"><li>› Additional Cover 'Hired Vehicle' (page 23) for cover applicable to and caused by the rental vehicle.</li><li>› Extra Benefit 'Hire vehicle after theft' (page 20) for cover applicable if your <b>insured vehicle</b> is stolen.</li></ul>
We do not cover	<p>We will not pay:</p> <ul style="list-style-type: none"><li>› if your <b>insured vehicle</b> is anything other than a car, utility, 4WD or van of not more than 2 tonne carrying capacity;</li><li>› if your <b>insured vehicle</b> is stolen;</li><li>› to hire a vehicle for any longer than the day after repairs to your <b>insured vehicle</b> have been completed;</li><li>› after your claim has been paid if your <b>insured vehicle</b> is a <b>total loss</b>;</li><li>› the running costs of the rental vehicle;</li><li>› for any other non-rental costs which you may be liable to pay for under a hire agreement; and</li><li>› more than \$1,500 for any one <b>event</b>.</li></ul>

### 3. Protected No Claim Discount/Rating

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

### 4. Damage to towed vehicles

We cover	Only available if your <b>insured vehicle</b> is a registered tow truck.  We will pay all amounts you become <b>legally liable</b> to pay as damages for <b>loss</b> or <b>damage</b> to any vehicle being towed, retrieved or carried by your <b>insured vehicle</b> , in the <b>period of insurance</b> .
We do not cover	We will not pay: <ul style="list-style-type: none"><li>➤ more than \$150,000 any one <b>event</b> for <b>loss</b> or <b>damage</b> to any vehicle/s being towed, retrieved or carried by your <b>insured vehicle</b>;</li><li>➤ if your <b>insured vehicle</b> and the vehicle being towed, retrieved or carried are not being operated within the provisions of any law relating to the use of a tow truck; or</li><li>➤ if at the time of the theft, the vehicle your <b>insured vehicle</b> is carrying is stolen while your <b>insured vehicle</b> is located at any premises you own, occupy or control.</li></ul>

# Application of excess

An **excess** is the amount you might have to pay if you claim. **Excesses** are cumulative and apply to all claims, unless otherwise stated. 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 **insured vehicle excess** is shown on your **schedule**. The amounts for any other **excesses** (or where the amount can be found in this **PDS**) are detailed below and on page 39 and page 40 of this **PDS**. You might have to pay more than one type of **excess** when you claim. You must pay the **excesses** in full.

We will decide if you pay the **excess** to us (when we ask for it) or to the repairer when you pick up your **insured 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 **insured vehicle** is a car, 4WD, utility or van of not more than 2 tonne carrying capacity if:

- another vehicle is involved, we agree the driver of your **insured 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
- no other vehicle is involved, we agree the driver of your **insured 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

### Insured vehicle excess

**Insured vehicle excess** is the amount shown on your **schedule**.

### Age or inexperienced driver excess

An age or **inexperienced driver excess** applies if a driver under 25 or an **inexperienced driver** was in charge of your **insured 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:

- Your **insured vehicle** is a rigid body truck, car, 4WD, utility or van:
  - for drivers under 21 years of age \$500 or \$1,750 if your **schedule** shows that the youngest driver is over 25 years of age or no youngest driver age is shown;
  - for drivers between 21 and 24 years of age \$300 or \$1,000 if your **schedule** shows that the youngest driver is over 25 years of age or no youngest driver age is shown; or
  - for **inexperienced drivers** \$250.



- Your **insured vehicle** is a prime mover and:
  - 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**.
  - 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**.
  - 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**.
- your **insured vehicle** is any other vehicle type the age **excess** is \$750. No **inexperienced driver excess** will apply.

You must pay these age or **inexperienced driver excesses** in addition to any other **excess** for your **insured 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 **insured 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 **insured vehicle**.

### Theft excess

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

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

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

## Radius excess

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

The radius **excess** is:

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

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

## Additional cover excesses

Please refer to pages 22 to 25 for the amount of any **excess** you might have to pay if you make a claim under any Additional Cover in Part A of the **policy**.

## Application of excess involving trailer and towing vehicle

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

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

# General exclusions

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

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

We will cover you if you were not the driver or person in charge of your **insured 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 **insured vehicle**, unless the law prohibits recovery by us.

You are not covered:

- if you or an **authorised driver** does something or neglects to do something that is not in accordance with this **policy** or does not give us the information or assistance that we ask for;
- for theft of or malicious **damage** to your **insured vehicle** when anyone insured under this **policy** has not taken reasonable care to prevent this **loss** or **damage**;
- for financial loss:
  - occurring because you cannot use your **insured vehicle**;
  - because your **insured vehicle's** value was less after being repaired; or
  - because your **insured vehicle's** working life has been reduced;
- for **loss** of or **damage** to a drill rod or bit attached to your **insured vehicle** while the drill rod or bit is being used for its designed purpose. For the purposes of this exclusion, a drill rod or bit includes any part attaching to or forming part of the drill rod or bit including but not limited to pipes, guides, filters, gaskets, plugs, caps, beacon housings, tool heads, nozzles and/or any other electronic mechanism;
- for the cost to repair or replace burnt out electric motors or wiring of appliances in your caravan;
- for **damage** to your caravan, caravan annexe, trailer or **personal effects** caused by biting, chewing or scratching by an animal or bird;
- for **damage** to your caravan, caravan annexe or **personal effects** caused by any tenant;
- if your unregistered on-site caravan is unoccupied for 60 consecutive days. (If you want cover over 60 days, you need to ask us for an extension of time and we must agree in writing. We might charge an extra premium or impose special terms.);
- for **loss** or **damage** to your caravan caused by the sea or high water;
- for **loss** or **damage** or **legal liability** caused or contributed to by or arising from any biological, bacterial, viral, germ, chemical or poisonous **contaminant** or **pollutant** (except for any cover provided under Additional Cover 1 – 'Pollution' on page 33) or any looting or rioting following these occurrences;

- for theft by anyone who has hired or leased your **insured vehicle** or who has taken it as security for a debt;
- for any **loss, damage** or **legal liability** directly or indirectly caused by or contributed to by or arising from:
  - ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or fission of nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
- for any **loss, damage, personal injury**, or **legal liability** directly or indirectly caused by or contributed to by, or arising from nuclear weapons material;
- for any consequence of war or warlike activities which includes invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- for any **loss** or **damage** due to confiscation, nationalisation or expropriation;
- 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 **insured vehicle** covered by this **policy**;
- for any **loss, damage** or **legal liability** which happens before the **period of insurance** or which arises from an **event** before the **period of insurance** starts unless specifically stated otherwise;
- for any **loss** or **damage** caused deliberately by you, or any director, business partner, principal, or **employee** of yours, or with your permission;
- for your consequential **loss** of any kind including loss by delay, confiscation or detention by customs or other lawful authority, loss of market, lack of performance;
- for an **event** that occurs outside Australia or its external territories;
- for:
  - a. **personal injury, damage to property, legal liability, loss, damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any **act of terrorism** regardless of any other cause or **event** contributing concurrently or in any other sequence to the **personal injury, damage to property, legal liability, loss, damage**, cost or expense;
  - b. **personal injury, damage to property, legal liability, loss, damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.
- for theft of or **loss** or **damage** to your **insured vehicle** caused by vandalism, fire, malicious intent, storm or hail if your **insured vehicle** is described on the **schedule** as Trade Plate, Motor Trade, Driving Risk or Customers Vehicles and at the time of the theft, **loss** or **damage** occurred your **insured vehicle** was:
  - on any premises you occupy or control;
  - on any showground or exhibition ground where your **insured vehicle** is an exhibit; or
  - being repaired at any motor repairer or garage.

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

- If another person is, or could have been, liable to compensate you for such **loss, damage** or **legal liability**, 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.

You are not covered if, at the time of an **event**, your **insured vehicle** was:

- damaged, unsafe or unroadworthy. However, this exclusion will not apply if you prove to our satisfaction that the unroadworthy or unsafe condition of your **insured vehicle**:
  - did not cause or contribute to the **loss, damage** or **legal liability** being incurred, or
  - could not reasonably have been detected by you;
- being used in a race, contest, trial, test, hill climb or any similar activity;
- being used on a competition race track, circuit, course or arena;
- being used 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 is 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 **insured vehicle** was being used for open cut mining).

# Making a claim

You must do the following if there is an **event** that could lead to a claim:

- › Contact us as soon as possible on 13 14 46. We're available 24 hours a day, 7 days a week. Our staff will advise you whether to bring your **insured vehicle** to one of our assessing centres or take it to a repairer. We can help with any other arrangements necessary to get you back on the road as quickly as possible.
- › Do everything reasonable to limit and prevent further **loss, legal liability or damage**.
- › If someone has stolen, attempted to steal or maliciously damaged your **insured vehicle**, call the Police immediately. If we ask, you must provide to us the name of the Police Officer and Police station where you made the report.
- › Obtain the full names, addresses and phone numbers of all drivers and passengers involved and any witnesses to the **event**. You will also need to obtain the vehicle registration numbers and insurance details of all vehicles involved. If **damage** is caused to any other property please provide details of the address and owners names.
- › Give us any information and other assistance we reasonably need to handle the claim. If we ask for it, you must provide us with a statutory declaration verifying the truth of your claim and any matters connected with it.
- › If you get demands, a notice of prosecution, details of an inquest or similar communications from other parties involved in the **event**, you must tell us immediately. If you delay in telling us, we may not cover any legal or other costs that result from that delay.
- › Tell us your entitlement to Input Tax Credits (ITCs) for your insurance premium if you are registered or should be registered for goods and services tax (GST) purposes. If information you give us is incorrect, we will not cover you for any resulting fines, penalties or tax charges.

What you must not do:

- › Admit to anyone else involved in the **event** that it was your fault.
- › Unless we have agreed, negotiate or promise anyone a payment, authorise any repairs (except **emergency repairs** to your **insured vehicle**, see page 18 for details) or dispose of any **damaged** property.
- › Accept any payment (including **excess** payments) from anyone unless we agree first.

What you must agree to if you claim:

- › You must provide proof of ownership of any lost or **damaged** property. Proof could include your **insured vehicle** log book, receipts, valuations or warranties.
- › You must let us inspect and, if necessary, move your **insured vehicle** before repairs begin.
- › Give us any information and help we need to handle the claim. This can include agreeing to be interviewed and providing relevant documents we ask for.
- › You must allow us to make admission, defend or settle claims on your behalf.
- › You must allow us to take legal action in your name against another person to recover any payment we have made on a claim before we have paid your claim, or whether or not you have been compensated or paid in full for your actual **loss**.
- › If we decide to defend you, settle any claim against you, represent you or try to recover money from the person who caused the **loss or damage**, you must give us all the assistance we need, including assistance after your claim has been paid.

## Fraudulent claims

If you or someone acting on your behalf makes a false or fraudulent claim, we may:

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

## Some other circumstances affecting claims

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

- you have not complied with your duty of disclosure (see page 11);
- when making a claim you:
  - are not truthful,
  - have not given us full and complete details, or
  - have not told us something when you should have;
- you are paying your premium by instalments and at the date of the **event** you are claiming for, you are 14 days (or more) late in paying an instalment; or
- you have not complied with any conditions of your **policy**.

## Claim payment examples

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

### Example: Total loss - Market value

A car that has a carrying capacity of not more than 2 tonnes is comprehensively insured for market value. The insured vehicle excess is \$500. Your insured vehicle is damaged in an accident and we assess the cost of repair to be \$20,000.

The market value is determined as follows:

Your insured 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 and accessories and we decide it is a total loss.

How much we pay		Further information
Market value	\$15,000	Your insured vehicle is a total loss with a market value of \$15,000. We normally decide a vehicle is a total loss if the complete repair cost exceeds its market value less salvage value.
Less ITC	-\$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 insured 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 your insured vehicle excess applies in this example. We deduct this from the amount we pay to you.
<b>Total claim</b>	<b>\$12,836</b>	We would normally pay this amount directly to you in a total loss situation.



Plus lease payout	\$2,200	If, instead of owning your insured vehicle outright, your insured vehicle was purchased under a finance lease and the amount owing was \$17,200 (excluding any payments in arrears and resulting interest), we will pay the difference between the amount owing under the finance arrangement and the market value (\$17,200 - \$15,000). This benefit has a limit of 20% of the market value (\$3,000).
Less ITC	- \$200	In this example you are entitled to a full Input Tax Credit (100%).
<b>Total claim</b>	<b>\$14,836</b>	We would normally pay the claim directly to your financier and not to you in circumstances of a lease payout. You pay your financier any amounts left owing.

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

If insured 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 insured vehicle to be \$40,000 but as it has a \$10,000 salvage value as is, we decide it is a total loss. The insured vehicle is not subject to finance. Your insured vehicle excess is \$500.

The schedule shows a sum insured of \$1,500 for modifications and accessories and all modifications and accessories valued at \$3,500 in total on and in the insured vehicle are destroyed as a result of the event.

How much we pay		Further information
Agreed value	\$45,000	The vehicle is a total loss with an Agreed Value of \$45,000. We normally decide a vehicle is a total loss if the complete repair cost exceeds its Agreed Value less salvage value.
Less ITC	\$0	We do not deduct any ITC from the agreed value for your insured vehicle.
Modifications and accessories	\$3,500	We pay the sum insured of \$1,500 for additional modifications and accessories in addition to the \$2,000 limit for modifications and accessories. We pay this in addition to your insured vehicles, Agreed Value.
Less ITC	-\$318	If you are registered for GST and entitled to an ITC we will deduct this entitlement from the amount we pay you for modifications and accessories. In this example you are entitled to a full ITC (100%)
Less excess	\$0	No insured vehicle excess applies in this example as the accident was not your fault and you have provided all the details of the at fault party that we require.
<b>Total claim</b>	<b>\$48,182</b>	We would normally pay this amount directly to you in a total loss situation, unless your insured vehicle is subject to finance.

If the salvage of the insured vehicle including the modifications and accessories is valued at \$10,000, the salvage including the modifications and accessories 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 above.

## Example: Partial loss

A vehicle is comprehensively insured for market value. The insured vehicle is stolen and subsequently recovered, damaged, 25 days later. We assess the cost of repairs to be \$5,500 plus an additional \$3,500 to repair damaged modifications and accessories. Your insured vehicle excess is \$500.

The schedule shows no sum insured for modifications and accessories.

How much we pay		Further information
Damage to vehicle	\$5,500	We normally decide a vehicle is repairable if the cost of repairs is significantly less than the market value.
Modifications and accessories	\$2,000	We pay a maximum of \$2,000 for theft, loss or damage to modifications and accessories unless a sum insured for additional modifications and accessories is shown on the schedule. (If it was necessary to spend \$3,500 on repairing modifications and accessories to return the vehicle to a road worthy state we would ask you to contribute the additional \$1,500 required to do this).
Less excess	- \$500	Only your insured vehicle excess applies in this example. We normally require you to pay the excess directly to the repairer.
<b>Total claim</b>	<b>\$7,000</b>	We would normally pay this amount directly to the repairer in a partial loss situation.

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

Plus personal effects	+ \$350	Personal effects cover is limited to \$1,000 per event. This Extra Benefit's sub-limit is in addition to the market value of the vehicle.
<b>Total claim</b>	<b>\$7,350</b>	We normally pay the \$350 for personal effects to you (and the remaining \$7,000 directly to the repairer).

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

Plus vehicle hire cost	+ \$2,800	Your insured vehicle takes 3 days to repair. The cost per day times the number of days from the date of theft until the date repairs are completed is 28 x \$100. 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 Cover 2 'Rental vehicle following accident'.
<b>Total claim</b>	<b>\$10,150</b>	We normally pay the \$2,800 for vehicle hire directly to the hire company (the \$350 to you and \$5,000 towards the repairs to the vehicle and \$2,000 towards the repairs of the modifications and accessories).

## Example: Legal liability

A vehicle is insured for Legal Liability cover. The insured vehicle is involved in an accident and the other driver claims that the driver of your insured 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 an insured vehicle excess of \$500 on your policy. The legal costs to defend your legal liability are \$3000.

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 your insured vehicle excess applies in this example. We normally require you to pay this amount to us before we act on your behalf.
Plus our legal costs	+ \$3,000	We incur and do not charge you for these costs providing you have paid your excess prior to legal costs being incurred.
<b>Total claim</b>	<b>\$15,000</b>	

Assume the driver of your insured vehicle was not at fault in an accident and the driver of the other vehicle was at fault but was not insured. You are able to provide us with the details of the other driver. The insured vehicle excess is \$500. For the purposes of this example it is assumed that your insured vehicle is not comprehensively insured:

Damage by uninsured drivers' Extra Benefit	\$4,500	Your insured vehicle is not covered for own damage because Legal Liability Only cover was purchased. However, the 'damage by uninsured drivers' Extra Benefit provides limited cover in these circumstances for up to \$5,000.  For the purposes of this example, we assess that the damage to your insured vehicle will cost more than its market value of \$4,500. We decide it is not repairable.
Less ITC	- \$409.09	If you are registered for GST and entitled to an Input Tax Credit (ITC) we will deduct this entitlement. In this example you are entitled to a full Input Tax Credit (100%).
Less excess	- \$500	Only your insured vehicle excess applies in this example. We deduct this from the amount we pay you
Less residual value of wreck	- \$500	The remaining value of your damaged vehicle. We deduct this from the amount we pay you.
<b>Total claim</b>	<b>\$3,090.91</b>	We normally pay this directly to you. You will keep the damaged vehicle.

# Definitions

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## act of terrorism

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

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## agreed value

The amount you nominate and we agree to insure your **insured vehicle** for. This amount is shown on your **schedule**.

It includes the value of any tools, accessories and spare parts supplied and installed by the manufacturer as standard equipment.

It does not include the value of **modifications and accessories**.

Only cars, 4WD, utilities and vans of not more than 2 tonne carrying capacity can be insured for an **agreed value**.

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## authorised driver

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

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## 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. **Pollutants and contaminants** do not include **dangerous goods**.

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## damage or damaged

Sudden or unforeseen physical damage or destruction.

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## damage to property

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

## dangerous goods

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

## emergency repairs

Minor repairs which are essential for you to be able to drive your **insured vehicle** safely from the site of an accident or **event** causing **damage**.

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## employee or employees

Any person:

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

## endorsement

A written change or addition we make to your **policy**, particularly if we have changed the cover to meet your needs or excluded a specific cover we would have normally covered. Any **endorsements** that apply to your **policy** will be shown on your **schedule**, unless we send you the **endorsement** separately.

---

## event or events

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

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## excess or excesses

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

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## inexperienced driver

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

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## insured vehicle

The **insured vehicle(s)** shown on your **schedule**.

It includes:

- › tools, accessories and spare parts supplied and installed by the manufacturer as standard equipment; and
- › **modifications and accessories.**

However, if the **insured vehicle** is a car, 4WD, utility or van of not more than 2 tonne carrying capacity then we will not pay more than \$2,000 plus the **modifications and accessories sum insured** shown on your **schedule** for **loss** or **damage** to **modifications and accessories**.

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## loss or losses

Sudden and unforeseen physical loss.

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## market value

The amount we calculate the market would pay for your **insured vehicle**. It takes into account the age, make, model, kilometres travelled and condition of your vehicle immediately before the incident.

We might use recognised industry publications to calculate the amount.

If your **insured vehicle** is a car, 4WD, utility or van of not more than 2 tonne carrying capacity we will not take any **modifications and accessories** into account when determining the **market value**.

For all other vehicles, the **market value** includes the value of any **modifications and accessories**.

**Market value** includes any tools, accessories and spare parts supplied and installed by its manufacturer as standard equipment

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## modification and accessories

- › Modifications made to your **insured vehicle** that were not made, supplied or installed by its manufacturer as standard.
  - › Accessories, attachments and spare parts not supplied and installed by its manufacturer as standard equipment provided they are attached to or in or on your **insured vehicle**.
- 

## partial loss

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

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## 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 **insured vehicle**.

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## period of insurance

Means the period of time your **policy** is in force, as shown on your current **schedule**.

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## personal effects

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

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## personal injury

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

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## policy

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

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## Product Disclosure Statement (PDS)

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

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### reasonable repair costs

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

- › your repairer's quote with any adjustment or reduction recommended by an experienced motor vehicle assessor we appoint; and
- › a quote we may choose to obtain from one of our **recommended repairers**.

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### 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.

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### 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.

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### schedule

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

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### substitute vehicle

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

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### sum insured or sum insureds

The relevant amount specified in the **schedule**.

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### Supplementary PDS (SPDS)

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

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### total loss

When your **insured vehicle** is stolen and not recovered, or is damaged so badly it would cost us more to repair than the value of your **insured vehicle**.

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## How to contact us

- › Phone us.
- › For questions or to change your details **13 10 10**.
- › For claims **13 14 46**.
- › Come into one of our **branches**.
- › Find us on the web at **[gio.com.au](http://gio.com.au)**

## Who we are

This insurance is issued by

GIO General Limited  
ABN 22 002 861 583  
AFSL No. 229873

