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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 policy schedule** in a safe place.

Who is the insurer

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

About this Product Disclosure Statement and Policy Wording

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

Your policy is made up of this PDS, any Supplementary PDS (SPDS) we may send you, any endorsements and the policy schedule. You should read all these documents together to tell you what we cover, what we exclude, what we pay to settle claims and other important information.

The General Exclusions which are listed on pages 53 to 55 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 policy:

- You/your means the insured named in the policy schedule.
- We/our/us means AAI Limited ABN 48 005 297 807 AFSL 230859 trading as GIO.

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 General Definitions on pages 56 to 59 of this **PDS**.

Your duty of disclosure

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

You have this duty until we agree to insure you.

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

You do not need to tell us anything that:

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

If you do not tell us something

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

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

Cooling off period

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

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

To cancel your policy at other times, please see "Cancellations" on page 5.

Cancellations

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

We can cancel **your policy** at any time according to law. If **we** cancel **your policy**, **we** will refund the proportion of **your** premium for the unexpired **period of insurance** less any non-refundable government charges if the refund is more than \$10.

If you pay by monthly instalments and an instalment is unpaid for more than 1 month, we can cancel your cover. We will send you a notice in writing regarding your non-payment at least 14 calendar days before any cancellation by us for non-payment. If after sending the above notice we do not receive the instalment payment, we will send you a second notice in writing, either:

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

If we pay out a claim for a **total loss** on **your vehicle**, that cover ends. Any Extra Cover, Additional Benefit or Optional Insurance for that cover also ends.

When cover ends as a result of us paying out a claim for a total loss on your vehicle, we will not refund any premium for an unexpired period of insurance.

Fraudulent claims

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

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

Privacy statement

AAI Limited trading as GIO is the insurer and issuer of this product, and is a member of the Suncorp Group (the Group).

Why do we collect personal information?

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

We collect personal information so that we can:

- identify you and conduct appropriate checks;
- understand your requirements and provide you with a product or service;
- set up, administer and manage our products and services and systems, including the management and administration of underwriting and claims;
- assess and investigate any claims you make under one or more of our products;
- manage, train and develop our employees and representatives;
- manage complaints and disputes, and report to dispute resolution bodies; and
- get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

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

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

How we handle your personal information

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

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

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

- other companies within the Group and other trading divisions or departments within the same company (please see our Group Privacy Policy for a list of brands/companies);
- any of our Group joint ventures where authorised or required;
- customer, product, business or strategic research and development organisations;
- data warehouse, strategic learning organisations, data partners, analytic consultants;
- social media and other virtual communities and networks where people create, share or exchange information;
- publicly available sources of information;
- clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- a third party that we've contracted to provide financial services, financial products or administrative services – for example:
 - information technology providers,
 - administration or business management services, consultancy firms, auditors and business management consultants,
 - marketing agencies and other marketing service providers,
 - laims management service providers,
 - print/mail/digital service providers, and
 - imaging and document management services;
- any intermediaries, including your agent, adviser, a broker, representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;
- a third party claimant or witnesses in a claim;
- accounting or finance professionals and advisers;
- povernment, statutory, or regulatory bodies and enforcement bodies;
- policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder;
- in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- the Financial Ombudsman Service or any other external dispute resolution body;
- credit reporting agencies;
- other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;

- legal and any other professional advisers or consultants;
- hospitals and, medical, health or wellbeing professionals;
- debt collection agencies;
- any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, eq your mother.

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

Overseas disclosure

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

The complete list of countries is contained in **our** Group Privacy Policy, which can be accessed at www.gio.com.au/privacy, or **you** can contact **us** for a copy.

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

Your personal information and our marketing practices

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

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

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

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

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

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

Contact us

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

Visit www.gio.com.au/privacy.

Speak to us directly by phoning us on 13 10 10

Email: privacyaccessrequests@gio.com.au

Complaints resolution

We are committed to:

- Listening to what you tell us;
- Being accurate and honest in telling you about our products and services;
- Communicating with you clearly; and
- Resolving any complaints or concerns you have in a fair, transparent and timely manner.

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

▶ Telephone: 1800 689 762

Mail: Reply Paid 1453 Customer Relations Unit RE058

GPO Box 1453 BRISBANE QLD 4001 or

▶ Email: customer.relations@suncorp.com.au

What we will do to resolve your complaint

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

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

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

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

What if you are not satisfied with our final IDR decision

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

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

You can contact the FOS by:

▶ Telephone 1300 780 808

Address Financial Ombudsman Service

GPO Box 3

Melbourne Victoria 3001.

Email info@fos.org.au or

Website www.fos.org.au

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

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

Financial Claims Scheme

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

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

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

▶ Telephone 1300 55 88 49

Website www.apra.gov.au

General Insurance Code of Practice

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

▶ Telephone (02) 9253 5100 or 1300 728 228

Website www.insurancecouncil.com.au

Terrorism Insurance Act 2003

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

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

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

Updating information

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

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

Information about the cost of this insurance

The premium is the amount **you** pay **us** for this insurance. The premium payable by **you** will be shown on **your policy schedule**. Premiums include 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 policy schedule**.

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

How various factors may affect your premium

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

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

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

Why the cost of insurance can change

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

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

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

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

Premium discounts

In addition to the factors **we** use to calculate **your** premium, the discounts **you** qualify for will be included in **your** premium and applied before adding applicable government charges.

At times **we** may offer premium discounts to particular customers as part of a promotion or to take account of market conditions. The amount and type of discounts can change at any time before **you** take out this **policy**, or at **your** next renewal. **We** can vary or withdraw a discount at any time. Changes will not affect the premium for an existing **policy** during its current **period of insurance**.

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

Information about excesses payable

This is the amount you have to pay if you suffer loss, damage or incur liability which leads to a claim under your policy. If you make a claim, you may be required to pay one or more excesses. For example, Additional Benefits may have their own excess which may be in addition to any excess that may apply to a claim. The amount of each excess (other than the basic excess) is shown on pages 46 to 48 of this PDS. The amount of the basic excess will be shown on your policy schedule.

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

- the make, model and type of vehicle being insured, including modifications made to the vehicle;
- any voluntary excess that we may allow you to choose;
- the age and 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 vehicle is garaged;
- your previous insurance and claims history; and
- Optional insurance, Extra Covers, Additional Benefits and endorsements.

Paying your premiums

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

You must pay your premium by the due date. For the first period of insurance, if you do not pay the premium owing by the due date, we can cancel your policy as set out in 'Cancellations'. For renewal policies, if you do not pay your premium by the due date, then the renewal policy will not commence and your cover will end at the expiry of the previous period of insurance.

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

Where a change to **your policy** results in a premium reduction, **we** will refund the amount by which **your** premium has reduced less any non-refundable government charges if the refund is more than \$10.

Where a change to **your policy** results in a premium increase, **you** will have to pay the amount by which **your** premium has increased as a condition of **us** accepting the change to **your policy**.

Paying by monthly instalments

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

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

The Goods and Services Tax (GST) and your sum insured

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

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

GST has an impact on the way in which claim payments are calculated under **your policy**. **We** will calculate the amount of any payment **we** make to **you** having regard to **your** GST status. The amount **we** pay **you** for any claim 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 you are not entitled to an input tax credit on your policy premium, all sums insured and limits of liability stated in your policy are GST inclusive (unless your policy states otherwise).

If you are entitled to an input tax credit on any part of your policy premium you paid, the sum insured and limits of liability stated in your policy are exclusive of GST to the extent of your input tax credit entitlement.

In respect of **your policy**, where **you** are registered for GST purposes **you** should calculate the **sum 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** a **sum insured** on a GST exclusive basis.

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

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

No Claim Bonus (Comprehensive cover only)

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

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

How you earn a No Claim Bonus

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

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

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

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

For all other vehicles:

Year	Existing 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 Bonus

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

How making a claim could affect your No Claim Bonus

If you do not lodge a penalty claim

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

Windscreen claims

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

Other claims

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

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

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

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

Your current No claim discount/rating	Following 1 penalty claim	Following more than one penalty claim
65%	45%	Nil
55%	25%	Nil
45%	Nil	Nil
25%	Nil	Nil
Nil	Nil	Nil

For all other vehicles:

Your current No claim discount/rating	Following 1 penalty claim	Following more than one penalty claim
50%	30%	Nil
40%	20%	Nil
30%	Nil	Nil
20%	Nil	Nil
Nil	Nil	Nil

Important information

1. Your policy

Based upon the information provided by **you** and subject to the premium being paid, **we** agree to insure **you** during the **period of insurance**. **Your period of insurance** starts on the date shown on **your policy schedule** and finishes at 4:00pm on the expiry date shown on **your policy schedule**.

Your policy only includes cover that is shown on your policy schedule and for those Optional insurances that are shown on your policy schedule.

2. Policy limits

We will not pay any more than the **sum insured** or **limit of liability** or sub-limit that is shown on **your policy schedule**, unless **we** specifically state otherwise in **your policy**.

3. General provisions

The General Policy Conditions, General Definitions, Claims Conditions and General Exclusions form part of this **policy**. Unless otherwise expressly stated these apply to **your policy**, including any Extra Covers, Additional Benefits or Optional Insurances.

General Policy Conditions

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

1. Keeping us up to date

Our decision to insure **you**, and the premium that **we** charge **you**, is based on information provided by **you** about **you**, **your business**, the age of authorised driver(s) and the **vehicle**(s).

Your insurance, including the amount of premium, may be affected if any of the facts or circumstances that existed at the start of the **policy** change during the **period of insurance**, including, for example:

- the nature of or type of **business** carried on by **you**;
- your interest in the policy ceases, including by operation of law;
- you have been declared bankrupt or the business is wound up or carried on by an insolvency practitioner or permanently discontinued;
- you or any authorised driver have been charged or convicted of a criminal offence;
- had any insurance policy cancelled, declined or refused in the past 5 years;
- details of any conversion or modification to your vehicle made by someone other than the manufacturer:
- if there is anyone under the age of 25 years who is likely to be a regular driver of the **vehicle**; or
- change of your address, your vehicle, your vehicle's garage postcode or the way you use your vehicle.

You must immediately notify **us** of any of the above changes or any other changes that may increase the risk insured under **your policy**.

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

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

- had a licence endorsed, suspended or cancelled in the past 5 years; or
- had any convictions relating to alcohol, drugs, a motor offence or infringement (but not parking fines).

2. Reasonable care and reducing risk

You must take all reasonable steps to:

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

3. Other interests

You must tell **us** if **you** want **us** to record the interests of any third party beneficiaries (for example, banks or lessors) in any **vehicle** insured by this **policy**. If **we** agree to record the interest of a third party beneficiary this will be shown on the **policy schedule**.

If a third party beneficiary's interest is not recorded, insurance cover will not extend to their interest and they will not be able to make a claim under this **policy**. All third party beneficiaries must comply with all the terms and conditions of **your policy**, including without limitation, the obligation to notify **us** and give **us** details of any other insurance that insures any risk insured by this **policy**.

4. Transfer of interest

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

5. Notification of other insurance

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

6. Changes in or waivers of the policy

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

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

7. Multiple insured parties

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

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

8. Admitting liability

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

9. Rights of recovery

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

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

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

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

10. Subrogation Agreements

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

11. Repair or replacement

You must not authorise the repair or replacement of any vehicle without our agreement unless stated otherwise in the policy.

Claims Conditions

You must comply with these conditions if an event occurs which may lead to or results in a claim.

If **you** do not comply with these conditions, **we** may refuse **your** claim or reduce the amount **we** pay **you**.

1. Claim notification

You must:

- contact our claims services as soon as possible on 13 14 46. We are available 24 hours a day.
 Our staff will advise you whether to bring your vehicle to one of our assessing centres or take it to a repairer. We can help with any other arrangements necessary to get you back on the road as quickly as possible.
- b do everything reasonable to limit and prevent further loss, damage or legal liability.
- if someone has stolen, attempted to steal or maliciously damaged **your vehicle**, call the police immediately. **You** must provide **us** with the name of the Police Officer and Police Station where **you** made the report and give us all known details of the **event**.
- obtain the full names, addresses and phone numbers of all drivers and passengers involved and any witnesses to the event. You will also need to obtain the vehicle registration number and insurance details of all vehicles involved. If damage is caused to building and other property, you will need to provide details of the address and owners names.
- provide us with all information, documentation and assistance that we request. If we ask you for a statutory declaration verifying the details of your claim and any other matters connected with the claim, you must provide it.
- if you get demands, a notice of prosecution, details of any legal proceedings, inquest or similar communications from other parties involved in an event, you must tell us immediately. If you delay in telling us, we may not cover any legal or other costs that result from that delay.
- tell us your entitlement to input tax credits for your insurance premium if you are registered, or are required to be registered for GST purposes. If you do not inform us of your entitlement, or the information you give us is incorrect, we will not cover you for any resulting fines, penalties or tax liability you incur.
- retain and preserve your damaged vehicle and property for inspection by us our our agent (including a loss adjuster) prior to authorisation of repairs unless repairs are immediately necessary, for safety reasons or to minimise or prevent further loss or damage.

2. Conduct of claims

When you make a claim you agree that:

- you must let us inspect and, if necessary, move your vehicle before repairs begin.
- you must co-operate and provide us with all reasonable assistance in connection with any investigation, negotiation, recovery, defence or settlement of any claim, including doing all things necessary to allow us to take over legal proceedings in the circumstances described in Policy Condition 9 Rights of Recovery.
- we have the right and full discretion to conduct claims. We may engage legal or other representatives to assist in the conduct of a claim.

- you must allow us to make admissions, settle or defend claims on your behalf on terms we consider appropriate.
- you must allow us to take legal action in your name against another person to recover any payment we have made on a claim whether before or after we have paid your claim, or whether or not you have been compensated or paid in full for your actual loss.
- you must provide proof of your ownership of any lost or damaged vehicle or property. We will decide what is acceptable proof of ownership;
- you must pay any excess that applies to a claim under this policy in full prior to settlement of that claim. We have no liability to you under this policy until you have paid the excess. If the excess has been requested but remains unpaid, we may:
 - b decline to settle the claim pending full payment of the excess; or
 - deduct the excess from the settlement.
- after settling a claim where we have declared your vehicle a total loss, that vehicle including any unexpired registration or CTP insurance, unless otherwise required by law, becomes ours and we are entitled to receive the proceeds from any salvage of that vehicle.
- you must not accept any payment (including excess payments) from anyone unless we agree first.

3. Refusing a claim

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

- you do not do what your duty of disclosure requires you to;
- you:
 - are not truthful:
 - have not given us full and complete details; or
 - have not told **us** something when **you** should have, when applying for the insurance, or when making a claim.
- you are paying by instalments and at the date of the event you are claiming for, you are 14 days (or more) late on paying an instalment;
- you have not complied with any of the 'Claims Conditions';
- you do any of the following without us agreeing to it first:
 - make or accept any offer or payment or in any other way admit you are liable;
 - > settle or attempt to settle any claim; or
 - defend any claim;
- cover is excluded by the policy; or
- you are in breach of any other conditions of your policy.

If you prevent our right to recover from someone else or if you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or legal liability which is covered by this policy, we will not cover you under this policy for that loss, damage or legal liability.

Your cover

Cover options

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

Cover option	Description of cover provided
Comprehensive	Part 1, insured events (1) to (5) (inclusive) apply Part 2 applies
Legal liability, fire and theft	Part 1, insured events (1) to (4) (inclusive) only apply Part 2 applies
Legal liability only	Part 1 does not apply Part 2 applies

The insured **events** are listed in what "We cover". An insured **event** does not include any of the items, events or circumstances set out in what "We do not cover".

You can ask us at any time to change the cover option for any vehicle and if we agree, there may be an additional premium or a refund of premium.

Cover for additional vehicles

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

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

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

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

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

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

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

Part 1 – Loss or damage to your vehicle

You can claim for loss of or damage to your vehicle as described under what 'We cover" if:

- A. Your vehicle is insured for "Comprehensive Cover" or "Legal Liability, Fire and Theft Cover";
- B. the event which causes the loss or damage happens during the period of insurance;
- C. the loss or damage occurred within Australia or its external territories;
- D. the loss or damage is not excluded by anything under what "We do not cover"; and
- E. the loss or damage is not excluded by the General Exclusions on pages 53 to 55.

We cover	We cover loss of or damage to your vehicle caused by one of the following events during the period of insurance:
	1. fire;
	2. explosion;
	3. lightning;
	4. theft or attempted theft; or
	5. any other cause.
We do not cover	We will not pay for:
	 a. loss or damage to tyres caused by punctures, bursts, road cuts or the application of brakes.
	 b. loss or damage due to wear and tear, corrosion, rusting or depreciation.
	c. any vehicle accessories other than those:
	i. supplied by the manufacturer of your vehicle as original equipment;
	ii. stated within the definition of vehicle ; or
	iii. specified accessories shown on your policy schedule.
	d. structural, mechanical, electrical, or electronic failure or breakdown.
	e. loss or damage caused by you or your authorised driver failing to take reasonable steps to protect, prevent or diminish further loss or damage to your vehicle after:
	i. it breaks down;
	ii. it is damaged in an event ; or
	iii. you have been notified that your stolen vehicle has been found.

We do not cover (cont.)

- f. loss or damage to your vehicle due to using incorrect fuel or additive.
- g. damage to your vehicle's engine, gearbox or transmission because it was driven in a damaged condition after an event unless we agree that you could not reasonably have known that the damage was occurring.
- h. **loss** or **damage** caused by or arising from any person or organisation who lawfully takes possession of **your vehicle**.
- loss or damage caused by event 5 under "We cover" above, if your vehicle is insured for Legal liability, fire and theft cover only.

Extra Covers

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

1. New vehicle after total loss

We cover

Only applicable If your vehicle is insured for Comprehensive cover only and:

- 1. it is a motorbike, car 4WD, utility or van of not more than 2 tonne carrying capacity, trailer or rigid body truck; and
- 2. we decide that because of the event it is a total loss.

Provided 1 and 2 above apply and **you** are the first registered owner of **your vehicle**, **you** can choose to accept a new replacement vehicle of the same make, model and series if:

- a. the loss or damage occurred less than two (2) years from the date of original registration of your vehicle;
- b. the replacement vehicle is available in Australia; and
- c. anyone who financed your vehicle provides us with written consent.

We will also pay all on-road costs.

We do not cove

This Extra Cover does not apply if your vehicle:

- a. has a stock, tanker or vacuum application;
- b. is a concrete agitator vehicle;
- c. is a garbage compactor;
- d. is a concrete pumping truck or trailer;
- e. is any other specialised rigid vehicle body type; or
- f. is insured for agreed value.

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

2. Personal effects

We cover	Only applicable if your vehicle is insured for Comprehensive cover only.
	We will cover the reasonable costs of repair or replacement if your or the authorised driver's personal effects are damaged or lost as a result of your vehicle being:
	a. damaged as a result of the event; or
	b. stolen as a result of forcible entry to your vehicle .
We do not cover	We will not pay:
	a. more than \$1,000 for any one (1) event; or
	b. for personal effects insured under another policy.

3. Funeral expenses

C. Landrak Oxponisco		
We cover	Only applicable if your vehicle is insured for Comprehensive cover only.	
	If you or the authorised driver of your vehicle sustains a fatal injury during the event , we will pay the:	
	a. burial or cremation costs of the deceased driver; and	
	 travel costs within Australia or its external territories for the deceased driver or any member of the deceased driver's immediate family to accompany the deceased driver. 	
	Note: This benefit will not be reduced by any accident compensation.	
We do not cover	We will not pay:	
	a. more than \$5,000 in total for any one (1) event.	
	b. any claim if the driver of your vehicle dies:	
	i. more than twelve (12) months after the date of the event ;	
	ii. because the driver committed suicide; or	
	c. any claim if we have paid an amount under Extra Cover 4 - Personal accident.	

4. Personal accident

We cover	Only applicable if your vehicle is insured for Comprehensive cover only.
	We will pay \$5,000 provided:
	a. your vehicle was being driven by you or any authorised driver; and
	b. as a direct and sole result of the event , the driver:
	i. permanently and totally loses sight in one or both eyes; or
	 permanently and totally loses the efficient use of one or both hands or feet.
	Note: We will pay the driver.
We do not cover	We will not pay:
	a. more than \$5,000 in total for any one (1) event;
	b. any claim if the permanent and total loss happens:
	i. more than 12 months after the date of the event ;
	ii. because the driver attempted to commit suicide; or
	c. any claim if we have paid an amount under Extra Cover 3 - Funeral expenses.

5. Emergency repairs

We cover	Only applicable if your vehicle is insured for Comprehensive cover only.
	We will cover the reasonable costs of emergency repairs incurred by you if they are necessary in order to get your vehicle to your destination or a repairer after the event.
	Note : If you need emergency repairs we give you the authority to arrange these matters on our behalf. You are required to produce tax invoices and receipts for all costs if we ask for them.
We do not cover	For any one (1) event, we do not cover more than: a. \$500 if your vehicle is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity; or b. \$3,000 if your vehicle is any other type of vehicle.

6. Emergency travel

We cover	Only applicable if your vehicle is insured for Comprehensive cover only.
	We will cover the reasonable costs of emergency travel for you or the authorised driver and any vehicle occupants if your vehicle was unroadworthy or unsafe to drive following the event.
	Note : If you need emergency travel we give you the authority to arrange these matters on our behalf. You are required to produce tax invoices and receipts for all costs if we ask for them.
We do not cover	We will not pay more than \$1,250 in total for any one (1) event.

7. Emergency accommodation	
We cover	Only applicable if your vehicle is insured for Comprehensive cover only,
	We will cover the reasonable costs:
	 for your or the authorised driver's emergency accommodation if the event was more than 100km from your home or the authorised driver's home and your vehicle was unroadworthy or unsafe to drive;
	b. for temporary accommodation if your vehicle is an unregistered on-site caravan and it is damaged by an event, provided that the unregistered on-site caravan is your only home and you are not able to live in it as a result of the event.
	Note : If you need emergency or temporary accommodation we give you the authority to arrange these matters on our behalf. You must produce tax invoices and receipts for all costs if we ask for them.
We do not cover	We will not pay more than \$1,250 for any one (1) event.

8. Removal of debris

We cover	Only applicable if your vehicle is insured for Comprehensive cover only.
	If you are liable to pay the cost of cleaning up or removing goods that have fallen off your vehicle because it was in a collision or it overturned, we will cover those reasonable costs.
	Note: 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 (1) event.

9. Vehicle modifications

We cover	Only applicable if your vehicle is insured for Comprehensive cover only.
	We will cover the reasonable costs of modifying the vehicle for any authorised driver of your vehicle who is permanently disabled following the event.
We do not cover	We will not pay more than \$3,000 for any one (1) event.

10. Towing and storage

We cover	We will cover the reasonable and necessary costs of towing your vehicle when as a result of an event your vehicle cannot be driven to:
	a. our nearest assessing centre;
	b. a recommended repairer that we nominate; or
	c. a repairer we agree to.
	We will also pay the reasonable costs of storing your vehicle.
We do not cover	We do not cover:
	a. storage costs for any period after your claim is settled; or
	 the costs of towing or storage of your vehicle if it is insured for Legal liability fire and theft cover only and the event was not fire, theft or attempted theft

	a. storage costs for any period after your claim is settled; or
	 the costs of towing or storage of your vehicle if it is insured for Legal liability fire and theft cover only and the event was not fire, theft or attempted theft
11. Hire vehicle afte	er theft
We cover	We will cover the reasonable cost incurred by you of hiring a vehicle of a similar make and model to your vehicle for up to thirty (30) days if your vehicle is stolen and either not found or is found but is not drivable. This cover stops before the thirty (30) day limit if and when:
	a. your vehicle is returned undamaged;
	b. we repair your vehicle and return it to you; or
	c. we have settled your claim.
	Note : 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.
	Please see Additional Benefit 3 - Hired vehicle of Part 1 for details of the cover provided under this policy when you hire a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.
We do not cover	W e will not pay:
	a. more than \$3,000 for any one (1) event.
	 any running costs and extras of the hire vehicle, including paying the deposit, security bond, fuel and any upgrade costs.
	c. any costs for any period you continue to use the hire vehicle after this Extra Cover stops.

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

We cover

Only applicable if **your vehicle** is insured for Comprehensive cover only, and is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.

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

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

We do not cover

We will not pay:

- a. more than 20% of the market value of your vehicle.
- b. any claim under this Extra Cover if:
 - i. your vehicle is insured for agreed value;
 - ii. your vehicle was purchased via a personal loan or line of credit; or
 - iii. the loss or damage to your vehicle was caused by fire or theft.

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

We cover

Only applicable if **your vehicle** is insured for Comprehensive cover only and is not a vehicle referred to in Extra Cover 12.

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

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

We do not cover

We will not pay:

- a. more than 12.5% of the sum insured of your vehicle.
- b. any claim under this Extra Cover if:
 - . the loss or damage to your vehicle was caused by fire or theft; or
 - ii. your vehicle was purchased via a personal loan or line of credit.

Additional Benefits

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

1. Two-wheel or box trailer

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

2. Locks and keys

We cover	We cover the cost of replacing the keys or re-coding your vehicle's locks if, during the period of insurance, the keys to your vehicle:
	a. have been stolen (even if your vehicle was not);
	b. have been damaged or lost after an event as a result of which we have paid a claim under Part 1; or
	c. may have been duplicated and there is reasonable grounds to believe so.
We do not cover	We will not pay more than \$3,000 for any one (1) event.
	You must pay the basic excess applicable to your vehicle for any claim accepted under this Additional Benefit.

3. Hired vehicle

We cover

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

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

We do not cove

We will not pay more than:

- a. if paragraph a. in "We cover" above applies, \$40,000 for the theft, **loss** or **damage** to the hire vehicle; or
- b. if paragraph b. in "We cover" above applies, the hire vehicle excess, for any one (1) **event**.

Please refer to page 52 of this policy for how **we** will settle any other claim for **your legal liability** under this Additional Benefit.

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

4. Recovery costs - no damage

We cover

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

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

We do not cove

We will not pay:

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

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

5. Theft of certain vehicle accessories

5. There of Certain	verificite accessories
We cover	We cover the reasonable cost to replace any of the following accessories that would normally be attached to or in or on your vehicle if they are stolen in the period of insurance, even if the theft occurs while they are not attached to your vehicle or if they are not shown on your policy schedule:
	a. Buckets;
	b. Chain trencher;
	c. Hammer;
	d. Laser;
	e. Pallet forks;
	f. Post hole borer;
	g. Ramps;
	h. Ripper;
	i. Rock breaker; or
	j. Sweeper.
We do not cover	We will not cover theft of the accessories listed in "We cover" above if:
	a. you do not give us evidence to satisfy us that the sum insured reflects the value of your vehicle plus the accessories; or
	b. you cannot prove you owned the accessories.
	You must pay the basic excess applicable to your vehicle for any claim accepted under this Additional Benefit, unless you have already paid the excess applicable to your vehicle because it was also stolen in the event.

6. Vehicles being test driven by you

We cover	If a vehicle (not exceeding 2 tonnes) is being demonstrated to you or test driven by you or your authorised driver during the period of insurance, we will cover your legal liability for: a. theft, loss of or damage to that vehicle; or b. another person's personal injury or damage to property in connection with the use of that vehicle.
	No excess is payable for any claim accepted under this Additional Benefit.
We do not cover	We will not pay:
	a. more than \$100,000 for theft of, loss or damage to the demonstration or test driven vehicle; or
	 if the demonstration or test driven vehicle is a customer's vehicle or being test driven for the purposes of repair, restoration or modification.

7. Non-owned trailer in control	
We cover	If your vehicle is a prime mover or rigid body truck of 2 tonne carrying capacity or more, we will cover the loss of or damage in the period of insurance to a trailer you do not own, lease or hire when:
	 a. the trailer was in your legal possession or control at the time the loss or damage occurred; and
	b. you or an authorised driver were using it in conjunction with your vehicle.
We do not cover	We will not pay:
	 a. more than \$50,000 for any one (1) event, regardless of the number of trailers your vehicle may have under its control at the time of the event; or
	b. for loss or damage to goods or property being carried in the trailer.
	You must pay us an excess of \$2,500 for any claim accepted by us under this Additional Benefit. This excess is additional to any excess payable for your vehicle.

Claims settlement under Part 1

If we agree to pay a claim under Part 1, we will either pay you for a partial loss or a total loss. This is determined by whether your vehicle would be safe or economical to repair and the value of your vehicle.

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

Total loss

If we accept a claim and decide your vehicle is a total loss and the conditions applying to Extra Cover 1 – 'New vehicle after total loss' are met, you can choose to accept a new replacement vehicle of the same make, model and series as your vehicle.

Where Extra Cover 1 – 'New vehicle after total loss' does not apply, **we** will settle **your** claim in one (1) of the following ways:

A. Market value or sum insured

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

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

The market value or sum insured of your vehicle includes accessories within the definition of vehicle plus any agreed accessory specified on your policy schedule.

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

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

B. Agreed value

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

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

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

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

C. Legal liability, fire and theft

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

We will deduct any excess that is payable.

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

Settlement conditions applicable to A. B. and C.

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

Your vehicle, including any unexpired premium, registration and Compulsory Third Party insurance, becomes **our** property when **we** pay **you** for the **total loss**.

If another party (e.g. a bank) is shown as having an interest on your policy schedule and your vehicle is a total loss, we pay them (instead of you) what you owe them up to the amount you are entitled to under this policy. If this amount is less than the full amount payable under the policy, we pay you the balance.

Vehicle salvage

When we replace your vehicle or pay you for the total loss, your vehicle salvage, including any unexpired registration and CTP insurance, unless the law requires otherwise becomes our property. If we ask, you must provide your written consent to help us collect any unexpired registration and CTP insurance.

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

For an example of how we settle a total loss claim, see page 49 and 50 of this policy.

Partial loss

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

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

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

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

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

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

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

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

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

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

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

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

We will subtract any excess that may apply.

For an example of how we settle a partial loss claim, see page 51 of this policy.

Part 1 Conditions

Lifetime guarantee for repairs

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

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

Underinsurance condition

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

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

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

This underinsurance condition does not apply if **your vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.

Part 2 - Legal liability

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

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

What is legal liability?

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

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

are legally responsible to pay compensation for:

- i. loss of or damage to property owned or controlled by someone else; or
- 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.

You can claim for your legal liability as described under what 'We cover" if:

- A. "Commercial Motor" is shown in your policy schedule;
- the legal liability is not expected or intended and the event occurs during the period of insurance in Australia or its external territories;
- C. it is not excluded by anything under what "We do not cover";
- D. it is not excluded by the General Exclusions on pages 53 to 55; and
- E. is not excluded by any endorsement

We cover

We will cover your legal liability if the event giving rise to that legal liability was not expected or intended, and the event was caused by:

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

We do not cover

We will not cover your legal liability:

- a. for anything excluded by any other "We do not cover" section in Part 1 or Part 2;
- which is a direct or indirect result of discharge or escape of contaminants or pollutants or dangerous goods from your vehicle unless they are substances you are legally allowed to carry;
- c. for loss of or damage to property you own, control or are responsible for, or which belongs to someone who normally lives with you.
 However, this exclusion will not apply to your legal liability for damage to motor vehicles belonging to an employee or visitor which occurs within the confines of a private car park owned or operated by you;
- d. for personal injury to anyone who was your employee at the time of the event;
- e. for personal injury if you were or anyone else was required by law to have insurance for compensation, damages or similar insurance for injury (e.g. compulsory third party insurance or workers compensation required by law);
- f. for personal injury if your vehicle is registered in the Northern Territory of Australia;
- g. where you cause your own personal injury, or if you injure or cause the death of someone who normally lives with you;
- n. occurring because you, an authorised driver of your vehicle, a
 passenger in your vehicle, or your employer, principal or business
 partner agreed to accept liability;
- because of an agreement you or anyone insured under this policy has entered into, unless legal liability would have applied anyway;

We do not cover (cont.)

- for personal injury if at the time of the event your vehicle was being used as a show, carnival or festival attraction, parade float or for any similar activity;
- if at the time of the event your vehicle was being driven or used at, in
 or on any aircraft hangar or any part of an airport or airfield used by
 aircraft for loading, unloading, taxiing, takeoffs or landings;
- resulting from the use of your vehicle if it was unregistered at the time
 of the event, unless your vehicle is an unregistered on-site caravan;
- m. in respect of fuel contamination caused by you delivering:
 - i. the incorrect type of fuel; or
 - ii. the fuel to the incorrect place.
- n. for damage to property resulting from an event arising out of the use of your vehicle while it is digging, excavating, boring or drilling. However, we will pay if your vehicle is being used for the sole purpose of travelling to or from any work site or transporting or carting goods at the time of the event and is not being used at the time of the event for any other purpose including any specific activity for which the vehicle was designed.
- o. to pay fines or punitive, exemplary or aggravated damages;
- p. arising directly or indirectly from:
 - i. the transportation, distribution, and or storage of asbestos;
 - any material containing asbestos or any process of decontamination, treatment or control of asbestos.

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

q. for personal injury or loss of or damage to property arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of contaminants or pollutants into or upon any property, land, the atmosphere, water course or body of water (including ground water). However this exclusion does not apply to Additional Benefit 1 – Pollution, of Part 2.

Extra Covers

We will also pay or provide the following Extra Covers if **we** agree to pay a claim under Part 2 subject to the General Exclusions and the **policy** terms and conditions.

1. Damage by uninsured drivers

We cover

Only applicable if **your vehicle** is insured for Legal liability, fire and theft or Legal liability only.

We cover loss of or damage to your vehicle during the period of insurance in an event as a result of a collision with another vehicle driven by an uninsured driver within Australia or its external territories.

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

We only pay if:

- a. you show the event was the fault of the uninsured driver and we agree;
 and
- b. **you** can identify the other vehicle and its driver by providing **us** with their name, residential address, phone number and registration details.

We do not cover

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

We will deduct:

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

2. Emergency services

We cover

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

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

Additional Benefits

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

1. Pollution

We cover	We cover your legal liability arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of contaminants or pollutants into or upon any property, land, the atmosphere, water course or body of water (including ground water), where such discharge, dispersal, release or escape:		
	 a. is caused by or in connection with the operation ownership possession or use by you or on your behalf of any vehicle; 		
	b. is caused by a sudden identifiable unintended and unexpected event ;		
	c. takes place in its entirety at a specific point in time during the period of insurance and within Australia or its external territories; and		
	 d. does not relate to any property, land, air, water course or body of water which you own, occupy or have in your custody or control. 		
	We will also only pay for clean up or removal costs if they are caused by such an incident within Australia or its external territories.		
We do not cover	We will not pay:		
	a. more than \$500,000 during the period of insurance ; or		
	b. if the contaminants or pollutants are dangerous goods.		

2. Legal liability for unregistered on-site caravans

We cover	If your vehicle is an unregistered on-site caravan, you are covered for your legal liability, caused by your use or occupation of the unregistered on-site caravan during the period of insurance in Australia or its external territories.	
We do not cover	 We will not pay for: a. amounts you must pay which are covered, or should be, by Medicare, worker's compensation or another government scheme or arrangement, or private medical insurance; or b. loss or damage to the unregistered on-site caravan, unless the caravan is an insured vehicle and we have accepted a claim for it under Part 1. 	

3. Non-owned vehicle liability

We cover	We cover your legal liability, in respect of any vehicle not owned or supplied by you while that vehicle is being used or driven by you or an authorised driver in connection with your business during the period of insurance in Australia or its external territories.
We do not cover	You must pay us an excess of \$500 for each claim accepted by us under this Additional Benefit.

	insurance in Australia of its external territories.				
We do not cover	You must pay us an excess of \$500 for each claim accepted by us under this Additional Benefit.				
4. Legal liability for caravans and trailers					
We cover	You are covered for your legal liability as a result of:				
	 a. the actions of a caravan or trailer while it is being towed by your vehicle; 				
	 a caravan or trailer running out of control after separating from your vehicle while your vehicle is moving; or 				
	c. another vehicle colliding or acting to avoid a collision with:				
	 i. property falling off a caravan or trailer while it is being towed by your vehicle; or 				
	ii. property being loaded or unloaded from a caravan or trailer attached to your vehicle,				
	during the period of insurance in Australia or its external territories.				
We do not cover	We do not cover loss or damage to:				
	a. the caravan or trailer unless it is a vehicle insured under Part 1; or				
	b. the property which is loaded or unloaded from or which falls from the caravan or the trailer.				
	We do not cover the cost to remove the trailer or caravan debris, unless the caravan or trailer is an insured vehicle and we have accepted a claim for it under Part 1.				
	You must pay the excess applicable to your vehicle for any claim accepted under this Additional Benefit.				

Claims settlement under Part 2

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

- a. the compensation;
- legal costs and expenses if we have given our prior written consent to you incurring these costs;
- c. costs and charges reasonably and necessarily incurred by you in removing or cleaning up debris, unless stated otherwise; and
- d. costs and charges reasonably and necessarily incurred to extinguish a fire that your vehicle
 has caused.

We will also pay for legal costs in representing you or any other person covered at any inquest or other inquiry relating to an **event** which may give rise to you being **legally liable**, if we have given our prior written consent to you incurring these costs.

You must pay any excess that may apply.

For an example of how we settle a liability claim, see page 52 of this policy.

Limits to what we pay

If we agree to pay a claim for **legal liability**, the most we will pay for all claims arising directly or indirectly from one (1) **event** is \$30 million (unless another amount is specified on **your policy schedule**) but restricted to:

- a. \$1,000,000 for any one (1) **event** occurring within the external territories of Australia, but only in respect of the death or bodily injury to another person;
- \$1,000,000 (unless another amount is specified on your policy schedule) where your vehicle is being used for the transportation of dangerous goods or is attached to, or is towing, a vehicle used for the transportation of dangerous goods; or
- c. \$500,000 during the **period of insurance** in respect of all claims under Additional Benefit 1 Pollution of Part 2.

These amounts include all legal costs and expenses.

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

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

Optional Insurances

The following Optional Insurances are subject to the type of **vehicle** and are available for Comprehensive cover only.

We may provide the following Optional Insurances when requested by **you**, when **you** pay any additional premium required and when shown on **your policy schedule**, subject to the terms and conditions of **your policy** and the General Exclusions.

1. Windscreen excess waiver

We cover

You will not have to pay the basic excess for the first windscreen or window glass claim for that vehicle in any period of insurance. If you have any additional windscreen or window glass claims during the same period of insurance for that vehicle, the basic excess will apply.

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

2. Rental vehicle after accident

We cover

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

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

Please see:

- Additional Benefit 3 Hire vehicle of Part 1 for cover applicable to and caused by the rental vehicle;
- Extra Cover 11 Hire vehicle after theft of Part 1 for cover applicable if your vehicle is stolen.

We do not cover

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

We will not pay:

- a. if your vehicle is stolen;
- to hire a vehicle for any longer than the day after repairs to your vehicle have been completed;
- c. after your claim has been paid if your vehicle is a total loss;
- d. the running costs of the rental vehicle; or
- e. for any other non-rental costs which you may be liable to pay for under a hire agreement.

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

3. Protected No Claims Bonus

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

Excess

An excess is the amount you might have to pay if you claim. Excesses are cumulative and apply to all claims, unless otherwise stated.

For each **event**, or series of **events** arising from the one (1) originating cause **you** will bear the amount of the **excess** in respect of each and every insured **vehicle**, unless stated otherwise.

Types of excesses

The basic excess is shown on your policy schedule. The amounts for any other excesses (or where the amounts can be found in this policy) are detailed below on pages 46 to 48. You might have to pay more than one type of excess when you claim. You must pay the excesses in full.

We will decide if you pay the excess to us (when we ask for it) or to the repairer when you pick up your vehicle after it has been repaired. We can also choose to deduct the excess from the amount we pay you.

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

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

Age or inexperienced drivers excess

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

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

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

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

Tipping excess

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

Theft excess

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

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

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

Endorsement excess

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

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

Radius excess

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

The radius excess is:

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

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

Additional benefit excesses

Please refer to pages 30 to 33 for the amount of any excess you might have to pay if you make a claim under any Additional Benefit in Part 1 or Part 2.

Application of excess involving trailer and towing vehicle

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

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

Claim payment examples

The following worked dollar examples are designed to assist in the understanding of some of the important benefits in this policy 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 basic **excess** is \$500. The **vehicle** is **damaged** in an accident and **we** assess the cost of repair to be \$20,000.

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

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

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

How much we pay		Further information
Market value	\$15,000	The vehicle is a total loss with a market value of \$15,000. In this case we decide the vehicle is a total loss since it is not economical to repair.
		We normally decide a vehicle is a total loss if the complete repair cost exceeds its market value less salvage value.
Less input tax credit	-\$1,364	If you are registered for GST and entitled to an input tax credit (ITC) we will deduct this entitlement. In this example you are entitled to a full input tax credit (100%). We will not deduct this entitlement if your vehicle is insured for agreed value.
Less outstanding premium	-\$300	If you paid your premium by monthly instalments, we will deduct the remaining instalments for the period of insurance. In this example, there are three monthly instalments of \$100 each remaining when total loss occurs.
Less excess	-\$500	Only the basic excess applies in this example. We deduct this from the amount we pay to you .
Total claim	\$12,836	We would normally pay this amount directly to you in a total loss situation.
Plus lease payout	\$2,200	If, instead of owning your vehicle outright, your vehicle was purchased under a finance lease and the amount owing was \$17,200 (excluding any payments in arrears and resulting interest), we will pay the difference between the amount owing under the finance arrangement and the market value (\$17,200 – \$15,000). This Extra cover has a limit of 20% of the market value (\$3,000).
Less input tax credit	-\$200	In this example you are entitled to a full input tax credit (100%).
Total claim	\$14,836	We would normally pay the claim directly to your financier and not to you in circumstances of a lease payout. You pay your financier any amounts left owing.

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

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

Example: Total loss - Agreed value

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

We assess the cost of repair of your vehicle to be \$46,000. We decide it is a total loss. The vehicle is not subject to finance. The basic excess is \$500.

How much we pay		Further information
Agreed value	\$45,000	The vehicle is a total loss with an agreed value of \$45,000. In this case we decide the vehicle is a total loss since it is not economical to repair.
		We normally decide a vehicle is a total loss if the complete repair cost exceeds its agreed value less salvage value
Less input tax credit	\$0	We do not deduct any input tax credit (ITC) when your vehicle is comprehensively insured for agreed value.
Less excess	\$0	No basic excess applies in this example as the accident was not your fault and you have provided all the details of the at fault party that we require
Total claim	\$45,000	We would normally pay the total claim amount directly to you in a total loss situation, unless your vehicle is subject to finance.

If the **vehicle** salvage is valued at \$10,000, the salvage becomes **our** property and **we** are entitled to keep the \$10,000 proceeds of its sale plus any registration and compulsory third party insurance refund. This does not affect the calculations above unless these refunds are paid to **you** directly in which case **we** will deduct these costs from the total claim.

Example: Partial loss

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

How much we pay	Further information
Damage to vehicle \$5,500	In this case we decide the vehicle is economical to repair, and it is safe to repair.
Less excess -\$500	Only the basic excess applies in this example. We normally require you to pay the excess directly to the repairer.
Total claim \$5,000	We would normally pay this amount directly to the repairer in a partial loss situation.
If personal effects to the value	of \$350 are also stolen during the theft:
Plus personal +\$350 effects	Personal effects cover is limited to \$1,000 per event . This Extra cover's sub-limit is in addition to the market value of the vehicle .
Total claim \$5,350	We normally pay the \$350 for personal effects to you (and the remaining \$5,000 directly to the repairer).
If a replacement vehicle of a si	milar type for a cost of \$100 per day is arranged by us :
Plus vehicle hire cost +\$1,700	The cost per day multiplied by the number of days from the date the vehicle is repaired is $17 \times 100 (it takes 4 days to repair it). This benefit has a limit of up to 30 days and we will not pay more than \$3,000.
	Note: This benefit would not apply if the vehicle was damaged in an accident instead of stolen, unless you also selected Optional insurance 2 - Rental vehicle following accident
Total claim \$7,050	We normally pay the \$1,700 for vehicle hire directly to the hire company (the \$350 to you and the \$5,000 to the repairer).

Example: Legal liability

A **vehicle** is insured for Legal liability cover. The **vehicle** is involved in an accident and the other driver claims that the driver of **your vehicle** has a **legal liability** for the accident. The **damage** to the other vehicle would be assessed by a court at \$12,500. There is a basic **excess** of \$500 on **your policy**. The legal costs to defend **your legal liability** are \$3,000.

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

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

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

General Exclusions

You are not covered under this policy:

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

However, we will cover you if you were not the driver or person in charge of your vehicle at the time of the event and you can satisfy us that you did not know, and could not have reasonably known, of any of the above circumstances. If we pay a claim we can recover those costs from the person who was driving or in charge of your vehicle, unless the law prohibits recovery by us.

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

- k. for loss or damage or legal liability caused or contributed to by or arising from any biological, bacterial, viral, germ, chemical or poisonous contaminants or pollutants (except for any cover provided under Additional Benefit 1 'Pollution' of Part 2) or any looting or rioting following these occurrences;
- for theft by anyone who has hired or leased your vehicle or who has taken it as security for a debt;
- m. for any loss, damage or legal liability caused by any person or organisation who lawfully
 destroys or takes away your ownership or control of any property or vehicles covered under
 this policy;
- n. for any loss, damage or legal liability which happens before the period of insurance or which
 arises from an event before the period of insurance starts unless specifically stated otherwise;
- o. for an event that occurs outside Australia or its external territories;
- p. if the event that is the subject of the claim was intentionally or recklessly caused by you or the driver of your vehicle or someone acting with your or their express or implied consent;
- q. for **loss, damage** or **legal liability** directly or indirectly caused by, or arising from, or in consequence of, or contributed to by:
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - nuclear weapons material.

For the purpose of this exclusion only, combustion includes any self sustaining process of nuclear fission and/or fusion.

- for loss or damage directly or indirectly caused by, or arising from, or in consequence of, or contributed to by:
 - war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
 - expropriation including lawful seizure, resumption, res, nationalisation, destruction or damage to property by or under the order of any government or public or local authority; or
 - looting, sacking or pillaging following any of the events stated above.
- s. if excluded by any endorsement;
- t. if, at the time of an event, your vehicle was damaged, unsafe or un-roadworthy. However, we will cover you, if you prove to our satisfaction that the un-roadworthy or unsafe condition of your vehicle:
 - did not cause or contribute to the loss, damage or legal liability being incurred; or
 - could not reasonably have been detected by you;

- u. if, at the time of an event, your vehicle was:
 - being used in a race, contest, trial, test, hill climb or any similar activity;
 - being used on a competition race track, circuit, course or arena;
 - being used by you for illegal purposes;
 - carrying passengers for payment or reward unless it was a car pool, child care arrangement or fare paying passenger bus;
 - carrying a greater number of passengers than it was designed for or is allowable according to law:
 - conveying, towing, lifting or carrying a load not secured according to law;
 - conveying, towing, lifting or carrying a load in excess of that which was designed for or is allowable according to law;
 - being used to move dangerous goods or substances that pollute or contaminate unless this
 was done legally;
 - travelling on railway lines; or
 - being operated, transported or driven in an underground mine or mining shaft (but we will cover you if your vehicle was being used for open cut mining).

v. for:

- personal injury, damage to property, legal liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the personal injury, damage to property, legal liability, loss, damage, cost or expense; or
- 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.
- w. for theft of or loss or damage to your vehicle caused by vandalism, fire, malicious intent, storm or hail if your vehicle is described on your policy schedule as Trade Plate, Motor Trade, Driving Risk or Customers Vehicles and at the time of the theft, loss or damage occurred your vehicle was:
 - on any premises you occupy or control;
 - on any showground or exhibition ground where your vehicle is an exhibit; or
 - being repaired at any motor repairer or garage.

General Definitions

Act of terrorism

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

Agreed value

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

Authorised driver

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

Business or Businesses

The business or businesses specified in your policy schedule.

Contaminants or pollutants

Includes smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants and other contaminants or pollutants. Contaminants or pollutants do not include dangerous goods.

Damage or Damaged

Sudden or unforeseen physical damage or destruction.

Damage to property

- a. 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

- a. 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:
- c. infectious, explosive radioactive or oxidising substances; or
- d. substances with a flashpoint of below twenty two point seven degrees Celsius (22.7°C).

Emergency repairs

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

Employee or Employees

Any person:

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

Endorsement

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

Event or Events

For Part 1 - 'Loss or damage to your vehicle' means, in relation to Comprehensive Cover, the events numbered 1 to 5 specified in what "We Cover" on page 23.

For Part 1 - 'Loss or damage to your vehicle' means, in relation to Legal liability, theft and fire cover only, the events numbered 1 to 4 specified in what "We Cover" on page 23.

For Part 2 - 'Legal liability' means one incident or all incidents of a series consequent on, or attributable to, one source or original cause.

Excess or Excesses

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

Inexperienced driver

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

Loss or Losses

Sudden and unforeseen physical loss.

Market value

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

Partial loss

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

Penalty claim

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

Period of insurance

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

Personal effects

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

Personal injury

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

Policy

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

Policy schedule

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

Product Disclosure Statement (PDS)

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

Reasonable repair costs

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

- a. your repairers quote with any adjustments or reduction recommendation by an experienced motor vehicle assessor we appoint; and
- b. a quote we may choose to obtain from one of our recommended repairers.

Recommended repairer

A repairer who has been appointed by **us** as a recommended repairer because **we** have assessed the repairer as capable of meeting **our** strict standards of quality workmanship, timeliness, efficiency and cost effectiveness.

Road

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

Substitute vehicle

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

Sum insured or limit of liability

For sum insured, means the relevant amount shown as the sum insured or insured amount on the **policy schedule**. The sum insured includes GST.

For limit of liability, means the relevant amount shown as the limit of liability or insured amount on the **policy schedule**. The limit of liability includes GST.

Supplementary PDS (SPDS)

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

Total loss

Your vehicle is a total loss if it is stolen and not recovered within fourteen (14) days of you reporting its theft to us, and we are satisfied that your claim is in order, or we decide your vehicle is uneconomical or unsafe to repair.

Value of your vehicle

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

Vehicle

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

We/us/our

AAI Limited ABN 48 005 297 807 trading as GIO.

You/your/insured

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

How to contact us

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

Who we are

This insurance issued by

AAI Limited ABN 48 005 297 807 AFSL No. 230859 trading as GIO

