

# Commercial Motor Vehicle Insurance

Product Disclosure Statement and Policy wording

# Making a Choice That's Right for You

With over 50 years' experience insuring Australian businesses and their vehicles, Guild Insurance understands your needs, giving you confidence that you're protected by a leading Australian insurer.

This policy-booklet details everything you need to know about what's covered under your policy, and any exclusions or limitations that apply. Please read it carefully and keep it in a safe place with your policy schedule.

## The value of Commercial Motor Vehicle insurance is undeniable.

### Welcome to Guild Insurance

Thank you for insuring with Guild Insurance. We are pleased to provide you with your policy documentation.

### We know about commercial motor vehicle insurance

Established in 1963, Guild Insurance has partnered with Australian businesses for over 50 years, providing comprehensive insurance solutions that are tailored to their needs. So if the time comes to make a claim, you can enjoy the confidence and peace-of-mind that comes with insuring with one of Australia's leading insurance providers.

### Cover you can rely on

Worrying about the risk of an accident or your vehicle being stolen is the last thing you need. With Guild Insurance you've got peace-of-mind knowing our comprehensive, high-quality insurance is there when you need it.

### About Guild Insurance

This Policy is underwritten by Guild Insurance Limited, ABN 55 004 538 863 and AFS Licence No. 233791, of Level 13, 171 Collins St, Melbourne Victoria 3000. Guild Insurance Limited (hereafter referred to as We, Us or Our) is part of the Guild Group of Companies, a wholly owned subsidiary of the Pharmacy Guild of Australia.

If you need  
assistance at any  
time, please call us  
on **1800 810 213.**

# Making a Claim

**When you need to make a claim remember we're here to help. Contact us 24 hours, 7 days on 1800 810 213.**

## Registering your claim with us

As soon as you experience any loss or damage of the vehicle covered by your policy, or if a claim is made against you by a third party, you need to call our National Claims Office to lodge your claim.

It's important that we know what's happening as soon as possible so that we can help you deal with the situation and manage your claim efficiently. We will immediately offer you support, advice and guidance on what further action to take.

Please follow the points outlined below so the process is easier for you, and for us.

- 1. Take all reasonable steps** to minimise the loss, damage or liability and to prevent any further problems arising.
- 2. Contact our National Claims Office on Freecall number 1800 810 213** – 24 hours, 7 days a week.
- 3. When you contact us**, you will be asked to provide us with the following:
  - > Details of the claim (when, where, how);
  - > Your policy number, if available;
  - > Details of the loss, damage or liability and, where possible, an estimate of the cost.
- 4. Where appropriate, we may appoint a repairer, loss adjuster, investigator or solicitor or obtain quotes** for repair or replacement of the damaged property, vehicle or lost items covered by your policy for you. However, if you have already received any quotes, please provide these to us.

## What you must do...

To protect our mutual interests in defending a claim, you must do the following:

- > **Make sure you comply** with the general conditions and claims conditions of the policy.
- > **Do not admit liability**, no matter what your own views are concerning the incident.
- > **Do not authorise repairs** unless we approve them, or they are necessary to safeguard your vehicle.
- > **Immediately report** any theft of your vehicle or malicious damage to the police. If they attend, or you are required to attend the police station, please ask for a copy of their report and send it in to us.
- > **Forward every letter, demand, writ, summons or other legal process** to us as soon as practicable after you receive it.
- > **Provide information** that we request in support of your claim under this policy.
- > **Keep a list of what has been damaged, stolen or lost.**
- > **Keep damaged items in case we need to inspect them.**
- > **Pay any applicable excess** that is stated in the schedule or in this policy-booklet in relation to your claim under this policy.

If the person notifying us of a claim is not a person listed as an insured on this policy, they must obtain your written authority before the claim can proceed.

# Contents

Making a Choice That's Right for You .....	2
Making a Claim .....	4
Introduction and Product Disclosure Statement .....	6
Important Information .....	9
Other Important Information .....	11
Your Policy .....	14
Your Cover .....	15
Exclusions .....	23
General Conditions.....	26
Claims Conditions .....	29
Definitions .....	32

# Introduction and Product Disclosure Statement

**Please read this Product Disclosure Statement and if You are in doubt as to how it may affect You please contact Us and ask for an explanation.**

## Applying for Cover with Us

Prior to this Policy coming into effect You have provided Us with information in support of Your request for Cover with Us. The information that You have provided to Us is referred to as Your Application for this Policy and the information You have provided is set out in the Schedule and any addendum attached to the Schedule.

You must ensure the information provided to Us is accurate and that You have complied with Your duty of disclosure. We have relied on Your Application to decide whether to issue this Policy and, if We do so or have, the terms and conditions upon which We do/did so.

When You have paid the Premium, or agreed to pay the Premium, We will issue You with a Schedule, this policy-booklet and any addendum. If payment of the Premium as stated in the Schedule is not made then there is no Cover provided under this Policy.

## Your Policy

Your Policy consists of:

- > the Policy wording;
- > a Schedule and any addendum attached to the Schedule; and
- > other documentation indicating a change to Your Policy, including Endorsements.

The Policy wording, together with the Schedule and any addendum attached to the Schedule, form the legal contract of insurance between You and Us.

This policy-booklet consists of:

- > the Product Disclosure Statement and other important information that You need to know before You take out a Policy with Us; and
- > the Policy wording, which forms part of Your legal contract with Us and tells You:
  - > what Your Policy Covers;
  - > what Your Policy does not Cover;
  - > how to make a claim under this Policy;
  - > Excesses that apply to claims under this Policy; and
  - > conditions that relate to Your Cover and to claims You may make under this Policy.

The Schedule will state the details of the insurance Cover which You have selected and which are particular to You and includes any Endorsement that changes or limits the Cover stated in the Policy wording.

When We change Your Policy details during the Period of Cover We will send You a new Schedule. This Schedule will be titled 'Policy Change' and will contain details of the Endorsement to Your Policy.

We will also provide You with a new Schedule at each renewal of Your Policy Cover.

We will only provide insurance Cover for the Period of Cover stated in the Schedule.

Please read this policy-booklet together with the Schedule, any addendum attached to the Schedule and any accompanying documents carefully and keep them in a safe place for future reference.

## Your Policy Renewal

Prior to each anniversary date of this Policy We will send You a notice to advise You that Your Policy Cover will expire on the anniversary date.

If We invite continuation of this Policy beyond the anniversary date We will send You a renewal invitation. That invitation will be in the form of a Schedule similar to the one We provided to You at the start of Your insurance Cover with Us and will set out the terms and conditions of Cover and the Premium for the next Period of Cover.

We will also provide You with a copy of any addendum to Your Schedule from either the commencement of this Policy or from the last renewal of this Policy, whichever is the later.

We will ask You to check the information contained in any addendum to make sure the information which You have previously provided to Us, and which We have relied upon to provide Cover to You, has not changed.

You will be asked to advise Us of any changes to the information contained in any addendum. It is important that You advise Us of any changes to that information as We will rely on that information to offer You renewal of this Policy.

**Your failure to advise Us of any change to the information contained in any addendum may breach Your duty of disclosure to Us and may subsequently affect the Cover under this Policy in a significant way.**

The renewal invitation may contain changes to Your Cover and, if so, those changes will apply to the following Period of Cover. Your payment of the renewal Premium will signify Your acceptance of those changes to Your Cover.

Once You have paid the Premium for the next Period of Cover the renewal invitation will be the Schedule for Your next Period of Cover and will form part of this Policy.

If it is Our intention not to invite renewal of this Policy We will advise You and We will provide You with the reason why. If You are dissatisfied with Our reason for declining to offer continuing insurance You have the right to ask that We review that decision. Please contact Us if You wish to exercise that right.

# Introduction and Product Disclosure Statement (continued)

## Our Commitment to You

We value Our customers and work hard to build strong and lasting relationships.

When dealing with You We will act reasonably, respectfully and fairly towards You, taking into account Your and Our respective interests.

We will do so by:

- > managing Your Policy and any claim You may make courteously, promptly and efficiently;
- > respecting Your entitlement to the full benefit of the Cover provided by Your Policy in respect of any claim;
- > considering any request You might make;
- > deciding whether to give Our consent or to exercise a right, discretion or remedy in respect of Your Policy Cover; and
- > ensuring any conditions we impose are reasonable in the circumstances.

## What Happens if You Disagree with One of Our Decisions or Have a Complaint about Our Service?

Despite Our best intentions, sometimes We get it wrong.

If You want to question one of Our decisions, or if You have a complaint about how We have handled Your Policy or Claim, We want You to tell Us.

Please do not hesitate to contact Us should You have any matter which You feel has not been satisfactorily resolved.

## Complaints and Disputes Resolution

When a complaint or dispute arises Our objective is to resolve any disagreement as amicably and quickly as possible.

If You would like to make a complaint please call Us during office hours and speak to one of Our staff who will assist You.

In those instances where We and You cannot resolve Your complaint to Your satisfaction We have a formal complaints and dispute resolution process that is fair, efficient and accessible to all Our customers.

You may request that the matter be referred to Our Dispute Resolution Panel who will endeavour to resolve it through Our internal dispute resolution process. This service is free of cost to You.

You can view Our complaints resolution procedures at [guildinsurance.com.au/dispute-resolution-process](http://guildinsurance.com.au/dispute-resolution-process).

If Our internal dispute resolution facility is unable to resolve Your dispute and You wish to take the matter further, You are entitled to seek an external review of the decision. We will advise You of Your entitlement to do so if the occasion arises.

In particular, for some types of general insurance You can access the assistance of the external dispute resolution scheme administered by the Australian Financial Complaints Authority (AFCA). This scheme is also free of cost to You.

AFCA's contact details are:

**Website:** [afca.org.au](http://afca.org.au)

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

**Phone:** 1800 931 678 (free call)

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

Alternatively, You may seek independent legal advice at Your own expense.

## Cooling-off Period

If this Policy does not meet Your needs then You may cancel it within twenty-one (21) days of the commencement of Cover by notifying Us in writing. You will receive a refund of the Premium You have paid unless You have made or are entitled to make a claim under this Policy.

You still have cancellation rights after this cooling-off period ends and these rights are set out in the General Conditions of this Policy.

## General Insurance Code of Practice

We are a signatory to and fully support the General Insurance Code of Practice (the Code).

The objectives of the Code are:

- > to commit us to high standards of service;
- > to promote better, more informed relations between us and you;
- > to maintain and promote trust and confidence in the general insurance industry;
- > to provide fair and effective mechanisms for resolving complaints you make about us; and
- > to promote continuous improvement of the general insurance industry through education and training.

Please contact Us if You would like further information about the Code of Practice. Alternatively, You can view the Code of Practice at [codeofpractice.com.au](http://codeofpractice.com.au).

# Introduction and Product Disclosure Statement (continued)

## Privacy

We are committed to complying with privacy laws and protecting Your personal information. By entering into a contract with Us, You agree to:

- > the collection, use and disclosure of Your personal information to evaluate, effect, manage and administer Your insurance Cover, financial service or product provided to You by Us, any related company, or in conjunction with Us. This applies to personal information provided previously, currently and in the future;
- > the collection, use and disclosure of Your personal information to inform You of other products and services offered by Us, Our related entities or Your representative;
- > the use and disclosure of Your personal information to test and improve upon the systems used to manage Your Policy or financial product;
- > the collection from, and/or disclosure of, Your personal information to a third party which may include Your Professional Association, Your employer and Our service providers (including but not limited to other insurers, medical practitioners, lawyers, claims consultants, loss assessors and investigators), where this is relevant for the administration of Your Policy, financial product or a claim under this Policy;
- > the disclosure of Your personal information to overseas recipients, where relevant, such as some of Our reinsurers; and
- > the disclosure of Your personal information to a person, regulatory bodies or other entities if We are required or permitted to do so by law.

If You do not provide the requested personal information We may not be able to evaluate, effect, manage or administer Your Policy and You may also be in breach of Your duty of disclosure.

We will ensure that Your personal information is accurate, up-to-date and complete. You may access personal information We hold about You by contacting Us.

If You would like to make a complaint about how We have handled Your personal information please contact Us and speak to one of Our staff who will assist You.

Our privacy policy contains further information on access, correction and complaints handling procedures and can be accessed online at [guildinsurance.com.au/privacy-policy](https://www.guildinsurance.com.au/privacy-policy).

Alternatively, You can write to Us at Locked Bag 32010 Collins Street East VIC 8003 or contact Us during office hours and We will arrange for a copy of the privacy policy to be provided to You.



# Important Information

The following important information applies to this Policy. Please read this information carefully and if You are in any doubt as to how this information may affect You please contact Us and ask for an explanation.

## Significant Benefits

You can choose from three (3) types of Cover, allowing You to obtain the protection most suitable to Your needs.

**Comprehensive** which will Cover You for:

- > Part A – Damage or Theft:
  - > Damage to Your Vehicle by accident, fire, flood, storm and malicious acts;
  - > theft or attempted theft of Your Vehicle; and
- > Part C – Third Party Property Damage:
  - > Your liability for damage to Vehicles or property owned by third parties.

**Third Party Property Damage, Fire and Theft** which will Cover You for:

- > Part B – Fire and Theft:
  - > Damage to Your Vehicle caused by fire;
  - > theft or attempted theft of Your Vehicle; and
- > Part C – Third Party Property Damage:
  - > Your liability for damage to Vehicles or property owned by third parties.

**Third Party Property Damage Only** which will Cover You for:

- > Part C – Third Party Property Damage:
  - > Your liability for damage to Vehicles or property owned by third parties.

## Market Value or Agreed Value

Under Part A – Comprehensive Cover You also have the choice of insuring Your Vehicle for Market Value or Agreed Value.

Market Value is the amount We calculate as the retail cost to replace Your Vehicle in Your local area inclusive of all Accessories and Modifications to Your Vehicle that We have agreed to Cover.

Agreed Value is the amount stated in the Schedule for which We agree to insure Your Vehicle inclusive of all Accessories and/or Modifications to Your Vehicle that We have agreed to Cover.

## Accessories

Cover is provided for unspecified Accessories such as sound systems, navigation systems or non-standard vehicle improvements. The extent of the Cover we provide is limited to 10% of the Agreed or Market Value of Your Vehicle or \$2,000, whichever is the greater.

For cover above this amount, Accessories must be specifically stated in the Schedule.

## Modifications

Modifications to Your Vehicle are not Covered unless specifically stated in the Schedule.

## Additional Benefits

There are a number of additional benefits provided, depending on the type of Cover You choose.

The extent of the Cover We provide for these additional benefits and the amounts We will pay are explained in this policy-booklet.

These additional benefits are summarised in the table below.

Additional Benefits	Part A	Part B	Part C
Accessories	Y	N	N
Accidental Death	Y	N	N
Baby Capsules and Child Seats	Y	N	N
Emergency Repairs	Y	N	N
Emergency Services	Y	N	N
Emergency Travel Expenses	Y	N	N
Excess-free Glass Replacement	Y	N	N
Hire Car Following Theft	Y	N	N
Load Recovery	Y	N	N
Lost or Stolen Keys	Y	N	N
Personal Effects	Y	N	N
Replacement Vehicle	Y	N	N
Towing and Storage Costs	Y	Y	N
Trailer Cover	Y	N	N
Uninsured Motorist Protection	N	Y	Y
Vehicle Modification Following Permanent Disablement	Y	N	N
Optional Additional Benefit – Hire Car Following Accident	Y	N	N

# Important Information (continued)

## Premiums

The amount We charge You for this insurance when You insure with Us is called the Premium. We calculate Your Premium after taking a variety of factors into account. Some factors can affect the amount of Your Premium. The higher Your risk profile the higher Your Premium. Using Our experience We decide which factors will increase or decrease Your risk profile and how they impact on the Premium. These are summarised in the following table.

Your Premium will be subject to the inclusion of:

- > GST in accordance with relevant taxation legislation; and
- > stamp duty as imposed by the relevant legislation of each Australian State or Territory.

## Premium Payments by Instalments

When You pay Your Premium by instalments, then:

- > if an instalment Premium payment is overdue for a period exceeding fourteen (14) days We will refuse to pay any claim under this Policy arising from an event happening after the due date of the instalment Premium;
- > if an instalment Premium payment is overdue for a period exceeding one calendar month We will cancel this Policy without notice to You; and
- > if We have to pay Your claim under this Policy We will deduct any outstanding instalment Premium from the claim payment.

Factor	May Reduce Premium	May Increase Premium
Postcode of Your Business	Lower Risk Postcode	Higher Risk Postcode
Overnight Parking Postcode	Lower Risk Postcode	Higher Risk Postcode
Overnight Parking Location	Garaged	On-street Parking
Make and Model of Your Vehicle	Lower Risk Vehicle	Higher Risk Vehicle
Value of Your Vehicle	Lower Value	Higher Value
Basis of Settlement	Market Value	Agreed Value
Age of Youngest Drivers	Lower Risk Profile	Higher Risk Profile
Radius from Base Travelled	Low Radius	High Radius
Annual Kilometres Travelled	Low Kilometres	High Kilometres
Vehicle Finance	No Finance	Financed
Your Business Activities	Low Risk Occupation	High Risk Occupation
Purpose for which You Use Your Vehicle	Commuting to Work	Full Time Deliveries
Number of Prior At-fault Claims	No Prior Claims	High Number of At-fault Claims
Years Since Last Motor Vehicle Accident	No Prior Claims	At-Fault Claims in Prior Years of Insurance
Records that You Retain on Driver Histories	Signed Declarations	No Records Maintained

# Other Important Information

## Alteration of Risk

This Policy Covers You and Your Business as You have represented You and it to Us. It is important for You to advise Us as soon as reasonably possible of any changes to Your personal circumstances or Your Business that may result in an increased risk of destruction of or loss of or Damage to Your Vehicle or liability to third parties.

In particular, You should advise Us when there is a change in:

- > Your Business name;
- > the nature of Your Business activities or Professional Services;
- > Your or Your Business' financial status due to being placed into bankruptcy, receivership, liquidation or administration or becoming insolvent or wound-up;
- > the address where Your Vehicle is normally kept during the daytime and overnight; or
- > the finance arrangements for Your Vehicle; or
- > any other change to the Business or Your Professional Services whereby the risk Covered under this Policy is increased.

You should also advise Us if:

- > Your Business is sold or otherwise permanently discontinued;
- > there have been Modifications made to Your Vehicle or Accessories added to Your Vehicle;
- > You or anyone who regularly drives Your Vehicle have committed driving offences (other than for parking offences) or criminal offences;
- > You or anyone who regularly drives Your Vehicle has had a licence suspension, cancellation or restriction; or
- > there is a significant change in the annual kilometres travelled by Your Vehicle.

It is also important for You to advise Us of any changes that affect the information You have provided to Us in respect of Cover provided under this Policy for factors We take into consideration when considering Your Application.

You should refer to the important information for the factors We take into account when determining whether to provide You with Cover under this Policy.

We have relied on all of this information to provide Cover under this Policy and the terms and conditions on which We provide that Cover.

When We receive Your notification of a change We may:

- > adjust the Premium or terms of this Policy; or

- > cancel this Policy, in accordance with the provisions of the Insurance Contracts Act 1984 (Cth) or any subordinate, subsequent amendment, re-enactment or successor legislation should We not wish to continue with this insurance.

## Claims Happening Outside of Australia

There is no Cover under this Policy for claims arising from any Loss, Damage or liability occurring outside of Australia.

## Commencement of Cover

The Cover provided under this Policy does not commence until We have accepted Your Application or We have otherwise confirmed We have accepted Your insurance and You have paid the Premium to Us.

Further, no Cover is provided for Loss or Damage caused by:

- > a bushfire or grassfire; or
- > a named cyclone or a tornado;

commencing or happening within a period of 168 hours (7 days) from the time of commencement of Your Cover with Us unless You took out Your insurance with Us:

- > immediately after another insurance policy covering Your Vehicle expired without an interruption in the period of insurance between that other insurer and Us;
- > immediately after the risk legally passed to You as purchaser of Your Vehicle; or
- > immediately after You signed a lease or similar contract for Your Vehicle.

## Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984 (Cth) or any subordinate, subsequent amendment, re-enactment or successor legislation.

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until We agree to insure You.

## If You Do Not Tell Us Something

If You do not tell Us anything You are required to tell Us, 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.

# Other Important Information (continued)

## Excess

An Excess may apply to any claim under this Policy.

We will advise You when an Excess is applicable to Your claim.

The following types of Excesses may apply:

### > Basic Excess

This is the minimum amount that You may be required to contribute towards Your claim under this Policy.

### > Age Excess

An additional Excess will apply under this Policy to all drivers who are under the age of twenty-five (25) years.

The age Excess is payable in addition to Your Basic Excess.

### > Inexperienced Driver Excess

An additional Excess will apply under this Policy to:

- > drivers who are twenty-five (25) years of age or older but have not held their Australian driving licence for two (2) or more consecutive years; or
- > a learner driver.

The inexperienced driver Excess is payable in addition to Your Basic Excess.

The amount of any applicable Excess is stated in the Schedule.

## Exclusions

The Cover provided under this Policy will not Cover claims arising in connection with:

- > Alcohol or drugs;
- > Dangerous goods;
- > Deliberate or malicious or reckless acts;
- > Failure to lock or secure Your Vehicle;
- > High risk or illegal activities;
- > Hire or sale of Your Vehicle;
- > Lawful seizure of Your Vehicle;
- > Money;
- > Overloaded capacity;
- > Pre-existing damage;
- > Uninsured damage to Your vehicle;
- > Unlicensed drivers;
- > Unregistered vehicles;
- > Unsafe or un-roadworthy vehicle condition;

> Uninsured Usage of Your Vehicle; or

> Bodily Injury to any person other than as Covered under Part A in respect of additional benefit 'Accidental Death'.

You should read the exclusions contained within this Policy to fully understand these limitations of Cover.

## Financial Support for Associations

Where We have a referral agreement with a professional association We may provide financial support to that association. Such support can include:

- > sponsorship;
- > marketing assistance;
- > a referral fee of up to ten per-cent (10%) of Your annual Policy Premium before government charges.

If You would like to know if Your association has entered into a referral agreement with Us or require further information please contact Us.

## GST – Goods and Services Tax

This Policy has a GST provision in relation to Premiums and to payments We may make in respect of claims under this Policy. It may have an impact on how You determine the amount of insurance You need.

It is Your responsibility to ensure that Your Cover is adequate in light of the impact of GST on You.

Please contact Us or seek professional advice if You have any queries about GST and Your insurance.

## GST and Your Sums Insured

If Your Vehicle is registered for GST the Sum Insured that You choose for Agreed Value should **exclude** Goods and Services Tax (GST).

## GST and Claim Payments to You

In the event of a claim under this Policy:

- > if Your Vehicle is **not** registered for GST We will reimburse You the GST component in addition to any other amount We pay You; or
- > if Your Vehicle **is** registered for GST You will need to claim the GST component from the Australian Taxation Office. Where You cannot claim the GST component in full We will reimburse You the unclaimed GST component in addition to the amount We pay You.

Your Policy contains claims conditions in respect of:

- > GST and claim payments for acquisition of goods and services and other supply;

# Other Important Information (continued)

- > GST and claim payments for compensation;
- > GST and claim payments for legal and other costs; and
- > Our limitation for GST payment.

You should read the claims conditions contained in this policy-booklet to make sure You understand both Our and Your obligations in respect of how GST will be treated in respect of the payment of claims under this Policy.

## Interests of Other Parties

This Policy will only Cover the insurable interest of the person or entity stated in the Schedule unless otherwise specifically Covered under this Policy.

## Limitation of Liability

Our obligation to Cover You under this Policy is subject to all of the provisions of this Policy and all other provisions endorsed on or attached to this Policy.

Our maximum liability for any claim under this Policy arising out of one event or out of a series of events arising directly or indirectly from one source or original cause will not exceed the Sum Insured stated in the Schedule in respect of Your Vehicle or the Limit of Liability amount in respect of Third Party Property Damage.

## Terrorism

This Policy does not Cover claims as a result of Terrorism.

## Waiver of Rights and Our Right to Recovery

### Waiver of Rights

No provision of this Policy, either in whole or in part, shall be considered to have been waived by Us unless the provision is expressly stated in writing to be waived by Us.

### Preventing Our Right to Recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any Loss, Damage or liability which is Covered under this Policy **We will not Cover** You under this Policy for that Loss, Damage or liability.

# Your Policy

This policy-booklet together with the Schedule We provide to You and any addendum to the Schedule and any Endorsement form Your insurance Policy with Us.

## Our Agreement with You

We agree to provide You with the Cover stated in this Policy.

The Cover is in force for the Period of Cover stated in the Schedule.

You have paid or agreed to pay Us the Premium set out in the Schedule for the Period of Cover.

## Exclusions, General Conditions, Claims Conditions and Definitions

The following:

- a. exclusions;
- b. general conditions;
- c. claims conditions; and
- d. definitions

will apply to this Policy.

## Grammatical Forms

A number of the defined words or terms in this Policy have different grammatical forms. The meaning given to them in their definition applies specifically to one of their grammatical forms but their other grammatical forms have a corresponding meaning.

## Headings

This policy-booklet contains headings which are used for reference only and must not be used when interpreting this Policy.

## Singular and Plural Words

In this Policy, a reference to the singular includes the plural and vice versa.

# Your Cover

## Type of Cover

The type of Cover You have selected will be stated in the Schedule as:

- a. **Comprehensive** which will Cover You for:
  - > Part A – Damage or Theft; and
  - > Part C – Third Party Property Damage; or
- b. **Third Party Property Damage, Fire and Theft** which will Cover You for:
  - > Part B – Fire and Theft; and
  - > Part C – Third Party Property Damage; or
- c. **Third Party Property Damage Only** which will Cover You for:
  - > Part C – Third Party Property Damage.

## Part A – Damage or Theft Cover

### What is Covered

We will Cover You for Damage to Your Vehicle or theft or attempted theft of Your Vehicle which occurs during the Period of Cover when Your Vehicle is being used for:

- a. social, domestic or pleasure purposes including travelling to and from work; or
- b. in connection with Your Business.

### Basis of Settlement

We will, at Our option:

- a. repair Your Vehicle;
- b. pay You the reasonable cost of repairing Your Vehicle;
- c. pay You the Market Value of Your Vehicle where the Schedule states that Your Vehicle is Covered for Market Value; or
- d. pay You the Agreed Value of Your Vehicle where the Schedule states that Your Vehicle is Covered for Agreed Value.

### New Vehicle Replacement

Where We agree to Cover You for a claim under this Part A and Your Vehicle is declared a Total Loss We will pay to replace Your Vehicle with a new Vehicle of the same make, model and series (subject to local availability) as Your Vehicle including similar Accessories and/or Modifications that We have agreed to Cover:

### Provided that:

- i. Your Vehicle has a tare weight of four (4.0) tonnes or less;
- ii. You purchased Your Vehicle new (including a new Vehicle that was first used as a demonstration Vehicle);
- iii. Your Vehicle is less than two (2) years old from the date of original registration and has travelled sixty thousand (60,000) kilometres or less in that period;
- iv. if the make, model or series of Your Vehicle has been superseded We will pay to provide You with a new Vehicle of the same make that We consider to be the nearest equivalent to Your Vehicle; and
- v. if Your Vehicle is subject to any form of finance the financially interested party must approve of this method of settlement of Your claim.

If agreement on an equivalent Vehicle cannot be reached or if Your financially interested party does not approve of this method of settlement of Your claim We will pay either the Market Value or Agreed Value of Your Vehicle whichever is stated in the Schedule.

When We have paid Your claim as a Total Loss then, when either We or You replace Your Vehicle, We will also pay for all applicable registration, statutory insurance premium, dealer delivery fees, government stamp duty and GST charges for another Vehicle of a similar make and value that You or We purchase to replace Your Vehicle.

### Additional Benefits – Part A

We will, subject to all of the provisions of this Policy, Cover You for the following additional benefits in addition to either the Market Value or the Agreed Value of Your Vehicle.

Our liability will be limited to the amount stated in the relevant additional benefit.

### Accessories

We will Cover unspecified Accessories to an amount not exceeding ten per-cent (10%) of the Agreed Value or Market Value of Your Vehicle less Accessories and Modifications or \$2,000 whichever is the greater amount.

**We will not Cover** Accessories above that value unless they are specifically stated in the Schedule.

### Accidental Death

We will pay the estate of any person in Your Vehicle if they die within twelve (12) months as a result of an injury caused by an Accident Covered under this Part A while either driving Your Vehicle or being a passenger in Your Vehicle.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$5,000 per deceased person.

# Your Cover (continued)

## Baby Capsules and Child Seats

If a baby capsule or child seat is stolen or damaged in an Accident We will Cover You for the costs of repairing or replacing the baby capsule or child seat and for its installation into Your Vehicle.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$500 any one baby capsule or child seat and not exceeding \$2,500 for all claims during any one Period of Cover.

## Emergency Repairs

We will Cover You for the emergency repair costs to Your Vehicle necessarily and reasonably incurred to enable You to drive Your Vehicle home or to the nearest place of safety or to the nearest repairer after it has sustained Damage or is stolen and recovered in a damaged and un-driveable condition.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$500.

## Emergency Services

We will Cover You for the costs of emergency services provided by a fire brigade or the Police or a State or Territory emergency service or similar authority at the scene of the Accident including the cost of clean-up of any debris caused by the Accident.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$5,000.

## Emergency Travel Expenses

If Your Vehicle is un-roadworthy or cannot be driven and You are:

- a. one hundred and fifty (150) kilometres or less from Your home We will pay up to \$500 for costs necessarily and reasonably incurred to transport You and Your passengers to Your home or to their home or to Your original destination;
- b. more than one hundred and fifty (150) kilometres from Your home We will pay up to \$750 for costs necessarily and reasonably incurred to transport You and Your passengers to Your home or to their home or to Your original destination, and if We agree, the reasonable additional costs of overnight accommodation for You and Your passengers; or
- c. more than one hundred and fifty (150) kilometres from Your home and You wish to wait within the locality of where the Accident happened for the repairs to Your Vehicle to be completed following the Accident in order that You can continue Your journey We will pay up to \$750 towards temporary accommodation and other out-of-pocket costs. We will only contribute towards these costs up to the completion date of the repairs to Your Vehicle.

**We will not pay** more than one of these benefits a. to c. for any one Accident.

## Excess-free Glass Replacement

If one window, windscreen or glass sunroof of Your Vehicle is/are damaged, including scratching or chipping, during the Period of Cover and this is the only damage to Your Vehicle, We will, at Our option, pay to repair or replace it/them, including re-tinting without applying an Excess to Your claim:

**Provided that:**

- i. Your Vehicle has a tare weight of four (4.0) tonnes or less; and
- ii. this additional benefit will apply to only one claim during any one Period of Cover, and any subsequent claim will be subject to any Excess applicable to Part A of this Section.

## Hire Car Following Theft of Your Vehicle

### Hire Car Costs

If Your Vehicle is stolen and We agree to Cover You for the theft of Your Vehicle We will pay the costs to hire a Vehicle similar to Your Vehicle for a period of up to fourteen (14) consecutive days:

**Provided that:**

- i. Your Vehicle has a tare weight of four (4.0) tonnes or less; and
- ii. Cover for the cost of the hire car will cease on the earliest date that any of the following occur:
  - > Your Vehicle is recovered undamaged and returned to You in a roadworthy condition;
  - > Your Vehicle is recovered damaged and Your Vehicle is repaired and returned to You;
  - > Your Vehicle is recovered damaged and We have paid You either the Market Value or Agreed Value of Your Vehicle whichever is stated in the Schedule if We have treated Your Vehicle as a Total Loss; or
  - > Your Vehicle is not recovered and We have paid You either the Market Value or Agreed Value of Your Vehicle whichever is stated in the Schedule:

**Provided further that:**

- iii. We will not Cover You for:
  - > any deposit or bond You are required to pay for the hire car;
  - > any running or maintenance costs of the hire car;
  - > any damage to the hire car; or
  - > any liability arising from the use of the hire car.



# Your Cover (continued)

Where You arrange the hire car, We will reimburse you for the costs that are Covered by this additional benefit upon receipt of the hire car agreement and proof of payment.

Our maximum liability under this additional benefit will be limited to an amount not exceeding \$3,000.

## Hire Car Excess

Where We have agreed to Cover Hire Car Costs under this additional benefit, We will also Cover You for any excess You are liable for under the hire car agreement as a result of loss or damage to or caused by the hire car.

Our maximum liability in respect of such excess will be limited to an amount not exceeding \$2,500.

An Excess will apply to the Hire Car Excess cover under this additional benefit. The amount of the Excess will be the applicable Vehicle excess stated in the Schedule.

## Load Recovery

If Your Vehicle cannot be driven following an Accident or theft Covered under this Part A We will pay the costs necessarily and reasonably incurred to recover, unload and reload the contents of Your Vehicle or trailer and transport them to the nearest place of safety or repair or other place that We agree to and for the reasonable storage costs of that load whilst it is at that place.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$500.

## Lost or Stolen Keys

If Your Vehicle's keys are lost or stolen, or if there are reasonable grounds to believe Your keys may have been illegally duplicated, during the Period of Cover We will pay for the cost of replacing the keys and/or recoding Your Vehicle's locks and key ignition barrel.

You are required to report the theft or suspected illegal duplication or other use of Your keys to the Police.

Any claims after the first claim for such lost or stolen keys during the same Period of Cover will be subject to any Excess applicable to the Cover provided under this Part A.

Our maximum liability under this additional benefit will be limited to an amount not exceeding \$1,000 for all claims during any one Period of Cover.

## Personal Effects

We will Cover You for the costs of replacing Your Personal Effects that are stolen from Your Vehicle whilst it is locked or which are damaged or stolen at the same time as Your Vehicle is stolen.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$1,000.

## Replacement Vehicle

Where You sell, trade-in or otherwise dispose of Your Vehicle Covered under this Part A and replace it with a Vehicle of a similar make and model We will extend Cover under this Part A to the Replacement Vehicle:

### Provided that:

- i. You give Us full details of the Replacement Vehicle within fourteen (14) days of the purchase of the Replacement Vehicle; and
- ii. the retail market value of the Replacement Vehicle did not exceed \$100,000.

All Cover for the replaced Vehicle previously Covered under this Part A ceases on the date it is sold, traded-in, replaced or otherwise disposed of.

## Towing and Storage Costs

If Your Vehicle cannot be driven following Damage or theft Covered under this Part A We will pay the costs necessarily and reasonably incurred to tow Your Vehicle to the nearest place of safety or repair or other place that We agree to and for the reasonable storage costs of Your Vehicle whilst it is at that place.

## Trailer

We will Cover You for Accidental damage to or theft of Your trailer whilst it is attached to Your Vehicle at the time of the Accident or theft of Your Vehicle **however We will not pay** for damage to or theft of the trailer's contents.

Our maximum liability under this additional benefit for damage to or theft of Your trailer will be limited to an amount not exceeding \$2,500 for all claims during any one Period of Cover.

## Vehicle Modifications Following Permanent Disablement

We will Cover You for the necessary and reasonable costs to modify Your Vehicle or a Replacement Vehicle when You become permanently disabled as a result of an Accident when You were the driver of or a passenger in Your Vehicle or a Substitute Vehicle and where modification to Your Vehicle or a Replacement Vehicle is necessary for You to continue using Your Vehicle or Replacement Vehicle:

### Provided that:

- i. You purchased the Replacement Vehicle because We settled Your claim under this Part A by treating Your Vehicle as a Total Loss; and
- ii. Your Vehicle has a tare weight of four (4.0) tonnes or less.

Our maximum liability under this additional benefit will be limited to an amount not exceeding \$3,000.

# Your Cover (continued)

## Optional Additional Benefits – Part A

The following optional additional benefits apply only if You have selected the optional additional benefit Cover and have agreed to pay any additional Premium applicable. The optional additional benefit and the Sum Insured for that benefit will be stated in the Schedule.

### Hire Car Following Accident

#### Hire Car Costs

If Your Vehicle is involved in an Accident and We agree to Cover You for the Damage to Your Vehicle We will pay the costs to hire a Vehicle similar to Your Vehicle for a period of up to fourteen (14) consecutive days:

#### Provided that:

- i. Your Vehicle has a tare weight of four (4.0) tonnes or less; and
- ii. Cover for the cost of the hire car will cease on the earliest date that any of the following occur:
  - > Your Vehicle is repaired and returned to You in a roadworthy condition; or
  - > We have paid You either the Market Value or Agreed Value of Your Vehicle whichever is stated in the Schedule if We have treated Your Vehicle as a Total Loss:

#### Provided further that:

- iii. We will not Cover You for:
  - > any deposit or bond You are required to pay for the hire car;
  - > any running or maintenance costs of the hire car;
  - > any damage to the hire car; or
  - > any liability arising from the use of the hire car.

Where You arrange the hire car, We will reimburse you for the costs that are Covered by this additional benefit upon receipt of the hire car agreement and proof of payment.

Our maximum liability under this optional additional benefit for any one claim will be limited to the 'Hire car following accident' amount stated in the Schedule.

#### Hire Car Excess

Where We have agreed to Cover Hire Car Costs under this additional benefit, We will also Cover You for any excess You are liable for under the hire car agreement as a result of loss or damage to or caused by the hire car.

Our maximum liability in respect of such excess for any one claim will be limited to an amount not exceeding \$2,500.

An Excess will apply to the Hire Car Excess cover under this additional benefit. The amount of the Excess will be the applicable Vehicle excess stated in the Schedule.

## Part B – Fire and Theft Cover

### What is Covered

We will Cover You for Damage to Your Vehicle which is caused by:

- a. fire only; or
- b. theft or attempted theft of Your Vehicle;

and which occurs during the Period of Cover when Your Vehicle is being used for:

- > social, domestic or pleasure purposes including travelling to and from work; or
- > in connection with Your Business.

### Basis of Settlement

We will, at Our option:

- a. repair Your Vehicle;
- b. pay You the reasonable cost of repairing Your Vehicle; or
- c. pay You the Market Value of Your Vehicle.

## Additional Benefits – Part B

We will, subject to all of the provisions of this Policy, Cover You for the following additional benefits.

### Damage Caused by an Uninsured Motorist

We will Cover You for Damage to Your Vehicle as a result of an Accident which occurs during the Period of Cover and is caused by an uninsured third party driver:

#### Provided that:

- i. the Damage to Your Vehicle was caused other than by fire or theft; and
- ii. the Loss or Damage to Your Vehicle is greater than the total of the Basic Excess that applies under this Part B in respect of the claim; and
- iii. You and We agree You are not at fault for the cause of the Accident and You are legally entitled to recover the cost of the Damage to Your Vehicle from the owner or driver of the other vehicle involved in the Accident or from any other person responsible for the Loss or Damage; and

# Your Cover (continued)

- iv. You have made attempts to reasonably satisfy yourself the owner or driver of the other vehicle is uninsured for the Damage to Your Vehicle; and
- v. You provide Us with the registration number of the other vehicle; and
- vi. You provide Us with the name and address of the driver or owner of the other vehicle or of any other person responsible for the Loss or Damage.

Our maximum liability under this additional benefit will be limited to the Market Value as stated in the Schedule.

## Towing and Storage Costs

If Your Vehicle cannot be driven following Damage or theft Covered under this Part B We will pay the costs necessarily and reasonably incurred to tow Your Vehicle to the nearest place of safety or repair or other place that We agree to and for the reasonable storage costs of Your Vehicle whilst it is at that place.

## Part C – Third Party Property Damage Cover

### What is Covered

We will Cover Your legal liability in respect of a Claim for damage to the property of another person or entity as a result of an Accident which occurs during the Period of Cover and is caused by the use of Your Vehicle by You when Your Vehicle is being used for:

- a. social, domestic or pleasure purposes including travelling to and from work; or
- b. in connection with Your Business.

We will also Cover You for Your legal liability in respect of a Claim for damage to the property of another person or entity arising from:

- a. the use of a Substitute Vehicle or trailer, caravan, horse float or other mechanically disabled or non-self-propelled vehicle whilst attached to Your Vehicle or to a Substitute Vehicle:

#### Provided that:

not more than one Substitute Vehicle is being used at any one time of the Accident and not more than one trailer, caravan, horse float or other mechanically disabled or non-self-propelled vehicle is attached to Your Vehicle or to a Substitute Vehicle at the time of the Accident;

- b. goods accidentally falling from Your Vehicle or a Substitute Vehicle or from a trailer, caravan, horse float or other mechanically disabled or non-self-propelled vehicle attached to Your Vehicle or to a Substitute Vehicle; or
- c. the process of loading or unloading Your Vehicle or a Substitute Vehicle or a trailer, caravan, horse float or other mechanically disabled or non-self-propelled vehicle whilst attached to Your Vehicle or to a Substitute Vehicle:

#### Provided that:

**We will not Cover** You for:

- i. carrying any load or part of a load to or from Your Vehicle or Substitute Vehicle or any trailer, caravan, horse float or other mechanically disabled or non-self-propelled vehicle attached to Your Vehicle or Substitute Vehicle; or
- ii. the delivery or collection of goods to or from any Vehicle or during the loading or unloading of goods to or from any Vehicle;

beyond the limits of any carriageway or thoroughfare.

We will also Cover the legal liability of passengers in Your Vehicle or a Substitute Vehicle for loss or damage to the property of another person or entity caused by a passenger who is lawfully travelling in, getting into or getting out of Your Vehicle or a Substitute Vehicle:

#### Provided that:

such passenger is not entitled to be indemnified in respect of that legal liability under any other insurance policy.

### Legal Costs

Where We agree to provide Cover for any Claim under this Part C We will also pay the Legal Costs incurred by Us or by You with Our prior written consent in the defence of that Claim made against You.

### Limit of Liability

Our maximum liability for any one Claim and for the total of all Claims arising from the one Accident or a series of Accidents arising directly or indirectly from one source or original cause inclusive of Legal Costs payable under this Part C in respect of any one Claim will be limited to an amount not exceeding the Limit of Liability amount for Third Party Property Damage stated in the Schedule.

### What is Not Covered

We will not Cover You or any other person who is entitled to be Covered under this Policy for any Claim arising directly or indirectly out of or in connection with:

- a. Accidental damage to or theft of Your own property or to a Substitute Vehicle;

# Your Cover (continued)

- b. Accidental damage to or theft of property in Your physical or legal control or in the physical or legal control of a person operating Your Vehicle or a Substitute Vehicle or in possession or control of Your Vehicle or a Substitute Vehicle at the time of the Damage to or theft of Your Vehicle or a Substitute Vehicle;
  - c. the use of Your Vehicle or a Substitute Vehicle without Your permission at the time of the Accident; or
  - d. any legal liability which is insurable under a statutory scheme or statutory insurance policy that is required by any legislation in Australia including but not limited to compulsory third party injury insurance, workers' compensation or employer/employee liability insurance.
- ii. indemnity under that policy of insurance for that Vehicle is provided by that other insurer in respect of any Loss, damage or liability covered under that policy of insurance in respect of the damage or event giving rise to a liability for third party property damage; and
  - iii. the Employee or Voluntary Worker provides Us with satisfactory proof of the payment of the insurance excess amount paid in respect of the claim made upon that other insurer in respect of the damage to that Vehicle or event giving rise to such liability:

#### Provided further that:

**this Cover will not apply** to any other insured or uninsured Loss, damage or legal liability arising from the use of that Vehicle on Your behalf.

Our maximum liability under this Cover for any one claim under this Part D will be limited to the Reimbursement of Excess amount stated in the Schedule.

## Part D – Employees' and Voluntary Workers' Vehicles

The following Cover applies only if stated in the Schedule.

### What is Covered

#### Reimbursement of Motor Vehicle Insurance Excess

We will Cover Your Employee or Your Voluntary Worker for the reimbursement of the Excess payable under a motor vehicle policy of insurance:

- a. held by Your Employee or Your Voluntary Worker in respect of a Vehicle owned and insured by the Employee or Voluntary Worker at the time of the damage or event giving rise to a liability for third party property damage; or
- b. held by a person who owns the Vehicle being driven by or in charge of the Employee or Voluntary Worker at the time of the damage or event giving rise to a liability for third party property damage;

when that Vehicle is damaged or is stolen whilst being used by the Employee or Voluntary Worker in the course of performing employment related duties or Voluntary Work on Your behalf:

#### Provided that:

this Cover will only apply when:

- i. the Vehicle being used by the Employee or Voluntary Worker is insured under an insurance policy covering loss of or damage to that Vehicle and/or legal liability for third party property damage arising from the use of that Vehicle;

#### Reimbursement of Vehicle Hire Expenses

##### Vehicle Hire Expenses

When a Vehicle owned or used by an Employee or Voluntary Worker is stolen or suffers damage whilst that Vehicle is being used by the Employee or Voluntary Worker in the course of performing employment related duties or Voluntary Work on Your behalf We will pay for the costs necessarily and reasonably incurred by You, the Employee or Voluntary Worker or owner of that Vehicle to hire a similar replacement Vehicle from a registered car hire business.

Cover for the cost of the hire Vehicle will cease:

- a. if the Vehicle owned or used by an Employee or Voluntary Worker is stolen and:
  - > the Vehicle is recovered undamaged and returned to the owner;
  - > the Vehicle is recovered damaged and the Vehicle is repaired and returned to the owner;
  - > the insurer of the Vehicle has treated it as a Total Loss; or
- b. if the Vehicle owned or used by an Employee or Voluntary Worker is otherwise damaged and:
  - > the Vehicle is repaired and returned to the owner; or
  - > the insurer of the Vehicle has treated it as a Total Loss:

#### Provided that:

- i. this Cover will only apply when the Vehicle being used by the Employee or Voluntary Worker is insured under an insurance policy covering that theft or damage to that Vehicle; and

# Your Cover (continued)

- ii. the Employee or the Voluntary Worker and/or any other person is not entitled to be indemnified under any other policy of insurance in respect of the same costs:

## Provided further that:

- iii. We will not Cover You or the Employee or Voluntary Worker for:
  - > any deposit or bond You or they are required to pay for the hire car;
  - > any running or maintenance costs of the hire car;
  - > any damage to the hire car; or
  - > any liability arising from the use of the hire Vehicle.

Where You or they arrange the hire Vehicle, We will reimburse You or them for the costs that are Covered by this Policy upon receipt of the hire agreement and proof of payment.

Our maximum liability under this Cover for any one claim will be limited to the Reimbursement of Vehicle Hire Expenses amount stated in the Schedule.

## Hire Vehicle Excess

Where We have agreed to Cover Vehicle Hire Expenses under this Part D, We will also Cover You, the Employee or Voluntary Worker for any excess You or they are liable for under the hire agreement as a result of loss or damage to or caused by the hire Vehicle.

Our maximum liability in respect of such excess for any one claim will be limited to an amount not exceeding \$2,500.

An Excess will apply to the Hire Vehicle Excess Cover. The amount of the Excess will be the amount applicable to the insurance policy covering the Vehicle that was being used by the Employee or Voluntary Worker.

## Conditions – Applying to all of Part D – Employees’ and Voluntary Workers’ Vehicles

Our liability to Cover You or any Employee or Voluntary Worker or any other person or entity under this Part D is subject to all of the provisions of this Policy including but not limited to Our right to recover any amounts We pay for any claim under this Part D from any other person responsible for the cause of the Accident or other circumstances giving rise to the claim.

When We exercise Our right of recovery the Employee or Voluntary Worker or other person are required to cooperate fully with Us even if We have already paid their claim. This may include being interviewed by Us or Our legal or other representatives and attending court to give evidence.

## Paying Your Claim

### When Your Vehicle is a Total Loss

#### Agreed Value

When this type of Cover is stated in the Schedule and We agree to pay Your claim and Your Vehicle is a Total Loss We will pay You the Agreed Value of Your Vehicle for the amount stated in the Schedule.

#### Market Value

When this type of Cover is stated in the Schedule and We agree to pay Your claim and Your Vehicle is a Total Loss We will pay You the Market Value of Your Vehicle.

### Retaining Your Vehicle After Total Loss

After We pay Your claim as a Total Loss the salvage of Your Vehicle will become Our property and We will retain Your Vehicle for salvage purposes. This includes all Accessories and Modifications to Your Vehicle that We have agreed to Cover and the value of any unexpired registration (unless legislation in Your State or Territory provides otherwise).

If We agree You can choose to keep Your Vehicle salvage. We will deduct the amount we reasonably estimate to be the salvage value from any amount We pay You for Your claim.

### What Happens to Your Cover and Premiums

When We settle Your claim by paying You either the Agreed Value or Market Value:

- a. all Cover under this Policy including all Cover provided under Part C – Third Party Property Damage Cover of this Policy will cease from the date We make this payment;
- b. if You pay Your Premium annually You will not receive any refund of premium;
- c. if You pay Your Premium by instalments We will deduct any remaining instalments from the amount of the claim before We pay You; and
- d. You will need to take out new insurance for any subsequent vehicle You purchase.

### When Your Vehicle Can Be Repaired

#### Repair Quotations

We may ask that You obtain quotations from at least two (2) different licensed motor vehicle repairers, one of which We may nominate.

# Your Cover (continued)

## Repairer Choice

You may have Your Vehicle repaired by a motor vehicle repairer of Your choice.

However, if the repair cost of Your preferred repairer is greater than the repair cost of a repairer nominated by Us We will only pay the amount We would have paid if the repairs had been carried out by Our nominated repairer. In this circumstance We will pay Your claim by way of a cash settlement.

## Repair Guarantee

When We select the repairer and authorise the repairs to Your Vehicle the quality of the workmanship and materials authorised by Us and used in the repair of Your Vehicle will be guaranteed for the life of Your Vehicle. This includes any repairs outsourced by Us to a specialist repairer.

When You select the repairer and We authorise the repairs to Your Vehicle the quality of the workmanship and materials authorised by Us and used in the repair of Your Vehicle will be guaranteed for the life of Your Vehicle while You own it.

This guarantee does not apply:

- a. to any rectification work that We have not authorised;
- b. if We do not authorise repairs to Your Vehicle; or
- c. to normal wear and tear of the materials used.

## Foreign Parts

**We will not pay** for costs associated with locating, importing or transporting parts as a result of a claim where such parts are not normally available from Your Vehicle's manufacturer or its authorised distributors within Australia. If any part is not available in Australia the most that We will pay for such part is the lesser of:

- a. the manufacturer's most recent Australian list price;
- b. the list price of an equivalent or similar part available in Australia; or
- c. the actual cost of manufacturing the part in Australia.

## Replacement Parts

When Your Vehicle is within the manufacturer's new vehicle warranty period We will use original equipment manufactured (OEM) parts when We authorise repairs to Your Vehicle. However, Australian manufactured or Australian design rule compliant parts may be used for the replacement of window glass.

When Your Vehicle is outside the manufacturer's new vehicle warranty period We will use new and/or reconditioned original equipment manufactured (OEM) parts when We authorise repairs to Your Vehicle. However, Australian manufactured or Australian design rule compliant parts may be used for the replacement of windscreens, windows or glass sunroofs. We may use parts produced by OEM suppliers for the repairs of some components such as radiators and air condensers.

Parts used in repairing Your Vehicle will be compatible with the age and condition of Your Vehicle and may be manufactured by another vehicle manufacturer.

If the repairs to Your Vehicle put it in a better condition than it was before the Loss or Damage or if We agree to additional repairs, paint (including signwriting) or replacement parts that improve the value of Your Vehicle We can require You to contribute to the cost of the repairs.

## Our Right to Recover from Other Parties

When the circumstances of Your claim indicate that another person is responsible for the cause of the Accident or other circumstance giving rise to Your claim We may, to the extent permitted by law, exercise Our legal right to recover any amounts We pay for Your claim against that other person.

When We do so You are required to cooperate fully with Us even if We have already paid Your claim. This may include being interviewed by Us or Our legal or other representatives and attending court to give evidence.

## Your Uninsured Financial Loss

If We pay Your claim and take action to recover some or all of the amount We have paid for Your claim from a third party We may also attempt to recover on Your behalf any uninsured financial loss that You have also suffered in the incident and which is not Covered under this Section.

We will do so only if You:

- i. have told Us about Your uninsured financial loss and asked Us to seek recovery of it;
- ii. provide Us with any documents You have that prove Your uninsured financial loss; and
- iii. have entered into an agreement with Us about the terms on which We will recover Your uninsured financial loss on Your behalf including Your possible contribution towards any legal or other costs We may incur in pursuing any such recovery.

**We will not** seek recovery of any uninsured financial loss or compensation of any kind resulting from personal injury or death.

# Exclusions

The following general exclusions apply to this Policy. Please read them carefully.

This Policy does not Cover and We will not be liable for any claim under this Policy for, directly or indirectly arising out of or in any way connected with:

## Accessories and Modifications

Accessories or Modifications unless:

- a. specifically stated in the Schedule; or
- b. Covered under additional benefit 'Accessories'.

## Alcohol or Drugs

Your Vehicle or a Substitute Vehicle being driven by You or being in the possession of or under the control of or being driven by any person:

- a. under the influence of any drug, alcohol or any other substance;
- b. whose breath or blood alcohol level or drug or other substance level was above the legal limit permitted by law of the Australian State or Territory in which the Damage or theft or liability for third party property damage occurred; or
- c. who refused to take a test for an alcohol, drug or blood test:

### Provided that:

We will not apply this exclusion to the Vehicle owner if they can reasonably satisfy Us that at the time of the event giving rise to the Vehicle Damage or third party liability:

- i. the Vehicle owner was not the driver or a passenger in the Vehicle or a Substitute Vehicle; and
- ii. the Vehicle owner had no reasonable reason to suspect the driver of the Vehicle or a Substitute Vehicle was affected by alcohol or any drug or other substance; or
- iii. the driver or person in charge of the Vehicle or a Substitute Vehicle did not have the Vehicle owner's permission to drive or use the Vehicle or a Substitute Vehicle;

## Asbestos

the existence or presence of asbestos in whatever form or quantity.

## Bodily Injury

bodily injury to any person other than as Covered under Part A of this Policy in respect of additional benefit 'Accidental Death'.

## Commencement of Cover

- a. a bushfire or grassfire; or
- b. a named cyclone or a tornado;

commencing or happening within a period of 168 hours (7 days) from the time of commencement of Your Cover with Us unless You took out this Policy with Us:

- i. immediately after another insurance policy covering Your Vehicle expired without an interruption in the period of insurance between that other insurer and Us;
- ii. immediately after the risk legally passed to You as purchaser of Your Vehicle; or
- iii. immediately after You signed a lease or similar contract for Your Vehicle.

## Consequential Loss

Consequential Loss of any kind other than that specifically Covered under this Policy.

## Contractual Liability

liability assumed under any contract, warranty, guarantee, indemnity or agreement unless such liability would have attached to You regardless of the existence of the contract, warranty, guarantee, indemnity or agreement.

## Dangerous Goods

Your Vehicle or a Substitute Vehicle being used to carry dangerous, hazardous, inflammable goods or substances, or explosives in quantities or in a manner other than permitted by law.

## Deliberate, Malicious or Reckless Acts

any deliberate, malicious or reckless act or wilfully reckless driving or use of Your Vehicle or a Substitute Vehicle by You or any other person entitled to Cover under this Policy.

## Failure to Lock or Secure Your Vehicle

the failure of You or any other person who was using Your Vehicle with Your consent:

- a. to lock Your Vehicle or to secure Your Vehicle after it has broken down or been Damaged or stolen and subsequently recovered; or
- b. to lock Your Vehicle or to secure Your Vehicle when it is left unattended.

# Exclusions (continued)

## Failure to Take Reasonable Precautions

failure to take all reasonable precautions for the maintenance and protection of Your Vehicle or to avoid or minimise any liability of whatsoever nature.

## Fines and Penalties or Liquidated, Punitive, Exemplary or Aggravated Damages

- a. fines and/or penalties;
- b. liquidated damages, punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages; or
- c. non-compensatory damages or taxes.

## Fraudulent, Dishonest, Criminal, Malicious or Wilful or Intentional Acts

any actual or alleged:

- a. dishonest, fraudulent, criminal or malicious act or conduct;
- b. wilful act or intentional conduct intended to cause loss, damage, harm or liability or committed with a reckless disregard for the consequences thereof; or
- c. wilful or intentional breach of any regulation, statute or other law, contract or duty;

committed by:

- > You or Your Employees, Voluntary Workers or members of Your Family; or
- > any person acting with Your knowledge, consent or connivance.

## High Risk Activities

Your Vehicle or a Substitute Vehicle when it is being used:

- a. in any motor sport or for racing, pace-making, car rally, time trial, reliability trial, speed or hill climbing or being tested for any of these activities; or
- b. whilst being driven for any reason on any racetrack or similar facility.

## Hire or Sale of Your Vehicle

- a. Your Vehicle or a Substitute Vehicle when being let for hire, fare or reward other than private car-pooling arrangements; or
- b. Your Vehicle being demonstrated for sale unless You were the driver of or a passenger in Your Vehicle at the time of the Damage or theft.

## Jurisdiction and Territorial Limits

any event or any actual or alleged act or damage to property happening outside of Australia.

## Lawful Seizure

the lawful seizure, confiscation, nationalisation, requisition or destruction of or Damage to Your Vehicle by or under the orders of any government, public authority or local or municipal authority or statutory authority.

## Money

Loss of or damage to Money.

## Nuclear Material

- a. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous properties or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter;
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- e. nuclear weapons material:

### Provided that:

this exclusion will not apply to any claim under this Policy arising from the use of radioisotopes when used away from the place where such are made or produced and used solely for the purpose of medical, industrial or scientific services in the conduct of Your Business or Professional Services.

## Overloaded Capacity

Your Vehicle or Substitute Vehicle or a trailer, caravan or horse float attached to Your Vehicle or a Substitute Vehicle being used when carrying any load or number of passengers greater than that for which it was constructed or the maximum weight specified by the manufacturer of Your Vehicle or a Substitute Vehicle or is otherwise permitted by law to carry.

## Pre-existing Damage

the cost of repairing damage to Your Vehicle where that damage existed prior to the commencement of Cover provided under this Policy.



# Exclusions (continued)

## Sanctions

the payment of such claim or provision of such Cover that would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Australia. This exclusion applies notwithstanding anything contained in this Policy to the contrary.

## Terrorism

any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss, Damage, Bodily Injury or liability or for any cost or expense including any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

## Uninsured Damage to Your Own Vehicle

damage to Your Vehicle as a result of:

- a. wear and tear, depreciation, erosion or corrosion;
- b. mechanical, structural, electronic or electrical failure; or
- c. damage to Your Vehicle's tyres caused by road punctures, bursts or cuts or brake application.

## Unlicensed Driver

Your Vehicle or a Substitute Vehicle being driven by You or any other person with Your permission who was not licensed under all relevant laws to drive Your Vehicle or a Substitute Vehicle for the purpose for which it was being used.

We will not apply this exclusion if You can prove to Our satisfaction You were not the driver or a passenger in Your Vehicle or Substitute Vehicle at the time of the Accident and You can satisfy Us You had no reason to suspect the driver was not licensed under all relevant laws to drive Your Vehicle or the Substitute Vehicle or You can prove that the driver or person in charge of Your Vehicle or Substitute Vehicle did not have Your permission to drive or use Your Vehicle or the Substitute Vehicle at the time of the Damage, theft or liability for third party property damage.

## Unregistered Vehicle

Your Vehicle or a Substitute Vehicle being unregistered at the time of the Damage or theft or of an Accident giving rise to any legal liability to You or any other person entitled to Cover under this Policy.

## Unsafe or Un-roadworthy Vehicle Condition

Your Vehicle or a Substitute Vehicle being driven in an unsafe or un-roadworthy condition or modified in breach of any legislation in Australia.

## Usage of Vehicle

Your Vehicle or a Substitute Vehicle being used:

- a. as a professional courier Vehicle;
- b. for carrying passengers for hire, fare or reward (other than a private car pooling arrangement);
- c. for professional driving instruction; or
- d. for the provision of security or emergency services.

## War or Appropriation

any war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

# General Conditions

The following general conditions apply to this Policy.

Please read them carefully.

It is important that these conditions are observed.

If You or any other person or party Covered under this Policy do not comply with these conditions:

- a. the Cover under this Policy may be cancelled; or
- b. to the extent Our interests have been harmed by the non-compliance, We may:
  - > reduce any claim payment; or
  - > refuse to pay any claim under this Policy.

## Alteration of Risk

You are required to advise Us as soon as reasonably possible if, during the Period of Cover, there is a change in:

- a. Your Business name;
- b. the nature of Your Business activities or Professional Services;
- c. Your or Your Business' financial status due to being placed into bankruptcy, receivership, liquidation or administration or becoming insolvent or wound-up;
- d. the address where Your Vehicle is normally kept during the daytime and overnight;
- e. the finance arrangements for Your Vehicle; or
- f. any other change to the Business or Your Professional Services whereby the risk Covered under this Policy is increased.

You are also required to advise Us if:

- g. Your Business is sold or otherwise permanently discontinued;
- h. there have been Modifications made to Your Vehicle or Accessories added to Your Vehicle;
- i. You or anyone who regularly drives Your Vehicle have committed driving offences (other than for parking offences) or criminal offences;
- j. You or anyone who regularly drives Your Vehicle has had a licence suspension, cancellation or restriction; or
- k. there is a significant change in the annual kilometres travelled by Your Vehicle.

You are required to advise Us as soon as reasonably possible if, during the Period of Cover, there is a change in the information You have provided to Us in respect of Cover provided under this Policy and where We have relied on that information to provide Cover under this Policy and the terms and conditions on which We provided that Cover.

We may cancel this Policy or alter the Premium and/or the terms of this Policy once You advise Us of the change. We may do this with effect from the date You knew, or should have known, of the change or of the other increase in risk.

If You do not advise Us about a change in the information provided to Us We may refuse to pay Your claim under this Policy.

## Cancellation

### Cancellation by You

You may cancel this Policy at any time by notifying Us.

### Cancellation by Us

We may cancel this Policy when We are entitled to do so in accordance with the Insurance Contracts Act 1984 (Cth) or any subordinate, subsequent amendment, re-enactment or successor legislation.

### Premium Payment or Refund following Cancellation

In the event of cancellation by You or by Us:

- a. If You pay Your Premium by instalments You are required to pay Us any unpaid amount for the period You were Covered by Us; or
- b. If You pay Your Premium annually We will retain from the Premium You have paid to Us an amount that represents the period You were Covered by Us up to the date of cancellation and refund the balance of the Premium paid by You; and
- c. We may deduct from Your refund an amount that represents the transaction costs incurred by Us that are reasonably related to the acquisition and termination of this Policy.

### Premium Funding

When the Premium paid to Us for this Policy has been funded by a premium funding company which holds a legal right over this Policy by virtue of a notice of assignment and irrevocable power of attorney We may, at the request of the premium funding company, and after substantiation of the debt and default in payment by You has been made and proven to Us, cancel this Policy by giving You not less than three (3) business days written notice to that effect following which a refund of the proportionate part of the Premium applicable to the unexpired Period of Cover will be made to the premium funding company.

### Governing Law

Any dispute arising under this Policy will be determined by Australian courts and in accordance with the laws of the State or Territory of Australia in which this Policy was issued.

# General Conditions (continued)

## Interest of Other Parties

Where this Policy Covers the interests of You and another person or entity, such other person or entity not being stated in the Schedule as the Insured, then:

- a. the nature and extent of such interest is to be disclosed to Us in the event of any Loss, Damage or liability which is the subject of any claim under this Policy; and
- b. all such third party beneficiaries are required to comply with all of the provisions of this Policy.

## LPG or CNG Fuelled Vehicles

If Your Vehicle is fuelled by LPG (Liquid Petroleum Gas) or CNG (Compressed Natural Gas) or if You have Your Vehicle converted to be so fuelled, then the fitting of the LPG or CNG tank and any associated equipment and any future repairs or modifications must be done to conform with Australian Standard AS1425 by a workshop which complies with Australian Standard AS2746 or any successor standards.

## Other Insurance

Where a claim Covered under this Policy may also be covered under another policy of insurance (not issued by Us) then We reserve Our right to seek contribution from the other insurer.

When We so require You or any other person or entity entitled to Cover under this Policy are required to give Us documentary evidence of any insurance covering, whether in whole or in part, the claim under this Policy.

## Premiums

### Premium Payment

The Cover provided under this Policy does not commence until You have paid Your Premium to Us for the Period of Cover.

### Annual Premium Payment

When You pay Your Premium annually You are required to pay the annual Premium for this Policy by the commencement of the Period of Cover. If We do not receive Your Premium by this date, or if Your Premium payment is dishonoured, this Policy will not operate and there will be no Cover under this Policy.

## Premium Payment By Instalments

When You pay Your Premium by instalments then:

- a. if an instalment premium is overdue for a period exceeding fourteen (14) days We will refuse to pay any claim under this Policy arising from an event which occurs after the due date of the instalment premium;
- b. if an instalment premium is overdue for a period exceeding one (1) calendar month We will cancel this Policy without notice to You; and
- c. if We have to pay Your claim under this Policy We will deduct any outstanding instalment premium from the claim payment.

## Payment in Australian Currency

Payment of all Premiums payable for this Policy and any continuation thereof shall be made in Australian currency only.

## Repairer Choice

You may have Your Vehicle repaired by a motor vehicle repairer of Your choice.

However, if the repair cost of Your preferred repairer is greater than the repair cost of a repairer nominated by Us We will only pay the amount We would have paid if the repairs had been carried out by Our nominated repairer. In this circumstance We will pay Your claim by way of a cash settlement.

## Reasonable Precautions

You are required to:

- a. take all reasonable actions and/or precautions to maintain Your Vehicle in good order and condition;
- b. take all reasonable actions and precautions for the safety and protection of Your Vehicle and to prevent theft, loss of or Damage to Your Vehicle or loss of or damage to the property of others or Bodily Injury;
- c. repair or remedy as soon as is reasonably practical the fire, security and other protections provided for the safety and protection of Your Vehicle; and
- d. comply with all laws and regulations imposed by any government statutory authority for the safety of property or person.

## Transfer of Interest

No interest in this Policy can be transferred or assigned.

# General Conditions (continued)

## Waiver of Rights and Recovery

No provision of this Policy, either in whole or in part, shall be considered to have been waived by Us unless the provision is expressly stated in writing to be waived by Us.

**We will not pay** a claim under this Policy where:

- a. You have agreed not to recover from any person, entity or corporation liable to compensate You for Loss, Damage or liability; or
- b. You have agreed under any contract, lease or similar agreement to limit or exclude any right of recovery against any third party who would otherwise be liable to compensate You with respect to that Loss, Damage or liability.

# Claims Conditions

The following claims conditions apply to this Policy.

Please read them carefully.

It is important that these claims conditions are observed.

If You or any other person or party Covered under this Policy do not comply with these conditions:

- a. the Cover under this Policy may be cancelled; or
- b. to the extent Our interests have been harmed by the non-compliance, We may:
  - > reduce any claim payment; or
  - > refuse to pay any claim under this Policy.

## Admission or Authorisations

You are required to obtain Our written consent before:

- a. making any admission, offer, promise or offer of indemnity in connection with any claim under this Policy; or
- b. authorising or undertaking any repairs or arranging replacement of any property or Your Vehicle or disposing of any property or Your Vehicle relevant to a claim under this Policy.

## Claim Notification

You are required to provide Us with:

- a. notice of any Loss, Damage, liability or Claim made against You as soon as reasonably possible after any of these occur or You are notified of such Loss, Damage, liability or of any Claim made against You; and
- b. all correspondence and/or notice of any inquest process in relation to any claim under this Policy and forward to Us every communication, Writ or Summons or other court pleading within seventy two (72) hours of receipt by You or service on You.

## Claims Control and Legal Proceedings

We may, in Your name, take over and have full discretion in the conduct of the defence or prosecution of legal proceedings or settlement of any claim under this Policy or in the exercise of Our rights of subrogation.

## Claims Cooperation

You are required to provide to Us any reasonable assistance We require to investigate, defend or settle any claim under this Policy.

In particular, You are required to provide Us with Your cooperation in assisting Us to handle any claim under this Policy on Your behalf including the gathering of all relevant information and Your attendance at court to give evidence.

## Claims Payments in Australian Currency

Payment of all claims Covered under this Policy shall be made in Australian currency only.

## Defence of Claims

Where You and We do not agree that a Claim against You should be defended, neither You nor We will be required to defend such Claim, unless advised to do so by mutually agreed Senior Counsel.

If You and We cannot agree on Senior Counsel, We will seek a nomination from the President of the Law Society of the State or Territory in which this policy has been issued.

The cost of the advice will be paid by Us as part of Your Cover for Legal Costs.

In deciding whether or not to defend a Claim, Senior Counsel will consider the following factors:

- a. The likely cost of defending the Claim;
- b. The prospects of successfully defending the Claim;
- c. The economics of the matter;
- d. The likely awards or damages; and
- e. The likely costs recovered from the third party.

If on the advice of Senior Counsel We recommend settlement of a Claim made against You and You choose to progress defence of the matter:

- i. any further defence will be at Your own cost; and
- ii. We will only be liable for:
  - > the amount for which Senior Counsel advises the matter could reasonably have been settled; and
  - > Legal Costs incurred up to the time We recommended settlement.

## Excess

We will deduct the amount of any relevant Excess from the amount of Your claim under this Policy.

The amount of any Excess that may apply will be stated in the Schedule.

The Excess We apply to a claim under this Section will be the total of all applicable Excesses in the circumstances of Your claim.

When You make a claim under this Policy that involves Cover being granted under:

- > Part A – Damage or Theft Cover; and
- > Part C – Third Party Property Damage; or
- > Part B – Fire and Theft Cover; and
- > Part C – Third Party Property Damage;

# Claims Conditions (continued)

in relation to the same Accident the Excess We apply will be the total of the cumulative Excesses applicable to Your claim.

The following Excesses may apply to Your claim under this Policy.

## Basic Excess

You have to pay the Basic Excess stated in the Schedule every time You make a claim under this Policy unless We agree otherwise.

## Age Excess

For claims when Your Vehicle or a Substitute Vehicle is being used by a person under twenty-five (25) years of age You have to pay the applicable age Excess stated in the Schedule.

The age Excess is payable in addition to the Basic Excess.

## Inexperienced Driver Excess

For claims when Your Vehicle or a Substitute Vehicle is being driven or used by a person who:

- a. is twenty-five (25) years of age or older but who has not held their Australian driving license for two (2) consecutive years or more; or
- b. was a learner driver;

You have to pay the Inexperienced Driver Excess stated in the Schedule.

The Inexperienced Driver Excess is payable in addition to the Basic Excess.

## Damaged Window Glass

When the only Damage to Your Vehicle is to the windscreen, a window or glass sunroof You will not have to pay any Excess for the first claim in the Period of Cover.

The Basic Excess will apply to subsequent claims for those items under this Policy in the same Period of Cover.

## No Fault Excess

We will not require You to pay any Excess if:

- a. We determine the Accident was not Your fault;
- b. You provide Us with the registration number of the other Vehicle;
- c. You provide Us with the name and address of the 'at-fault' driver of the other vehicle or, if no other vehicle is involved, the person responsible for the Loss or damage; and

- d. You are claiming an amount which is more than the total of the Basic Excess plus any Age Excess or Inexperienced Driver Excess as stated in the Schedule which applies to the driver of Your Vehicle at the time of the Accident.

In determining whether you are at fault for an Accident We will consider the following factors:

- i. the details You have provided to Us;
- ii. the details provided to Us by any third party, including witnesses
- iii. photographs; and
- iv. any laws, bylaws or rules that apply in the circumstances.

## GST

### GST and Claim Payments for Acquisition of Goods and Services or Other Supply

You are required to advise Us of Your correct Input Tax Credit percentage where You are registered as a business and have an Australian Business Number (ABN). We will not pay for any GST liability arising from Your incorrect advice of Your Input Tax Credit percentage.

Where We make a payment under this Policy for the acquisition of goods, services or other supply We will reduce the amount of the payment by the amount of any Input Tax Credit that You are, or will be or would have been entitled to in relation to that acquisition whether or not that acquisition is actually made.

### GST and Claim Payments for Legal and Other Costs

If We pay Defence Costs, Legal Costs or any other costs or expenses on Your behalf or incurred by You with Our prior consent in relation to any claim under this Policy We will not pay or reimburse the amount of GST included in those costs or expenses to the extent that You are entitled to Input Tax Credits in relation to such costs and expenses.

## Informing Police

You are required to report any theft, attempted theft of or malicious damage to Your Vehicle to the nearest police station and provide Us with a copy of any written police report.

# Claims Conditions (continued)

## Legal Proceedings and Waiver of Legal Privilege

Solicitors and other legal representatives retained by Us to act on Your behalf, or on behalf of any other Insured, must at all times be at liberty to disclose to Us any information obtained in the course of so acting whether from You or any other person or entity. For that purpose You and any other person or entity Covered under this Policy agree to waive any claim to legal professional privilege in respect of such information.

We may rely on such information to determine Our obligation to provide Cover under this Policy.

## Loss Minimisation

You are required to do everything reasonable to:

- a. assist in the recovery of any property or Your Vehicle Covered under this Policy; and
- b. prevent further Loss, Damage, or liability following any event which is the subject of any claim under this Policy or which may lead to a claim under this Policy.

## Our Right to Recovery

Where We make a payment to You or on Your behalf in respect of any claim under this Policy We will have the right to recover or obtain contribution from any person or organisation whom We consider liable at law for the Loss, Damage or liability and We shall be entitled to all Your rights of recovery against such person or organisation and We have the right to take such action in Your name.

You will be required to do all that is reasonably necessary to assist Us for the purpose of enforcing any rights and remedies or of obtaining indemnity from any other party to which We are entitled under this Policy.

The amount recovered will be applied first to reducing the amount by which Your Loss exceeds the sum of the payment made by Us and any Excess applied. Any balance remaining after You have been fully compensated for Your Loss, up to the amount We have paid to You to settle Your claim under this Policy, including Our legal costs for recovery, will be retained by Us.

## Preservation of Evidence

You are required to take all reasonable actions necessary to:

- a. retain and preserve all Damaged property or Your Vehicle for inspection by Us; and
- b. retain and preserve any damaged or defective property or other things which might prove necessary or useful as evidence in connection with any claim under this Policy and, so far as possible with due regard for safety, no alteration or repair shall be made without Our prior consent.

## Recovery of Property

If You recover or find any lost or stolen property or Your Vehicle for which We have paid a claim under this Policy, You are required to:

- a. inform Us as soon as reasonably possible; and
- b. give Us the recovered or found property or Your Vehicle, if We request that You do so.

## Salvage

When We accept a claim under this Policy involving loss of or Damage to any property or Your Vehicle Covered under this Policy We may, at Our option, retain the Damaged property or Your Vehicle.

You are required to allow Us to take possession of any Damaged property or Your Vehicle and allow Us to deal with such Damaged property or Your Vehicle in a reasonable manner. If We do not take possession of the Damaged property or Your Vehicle You cannot abandon Your responsibilities for the Damaged property or Your Vehicle.

We will not sell or dispose of any salvage without giving You the opportunity to purchase it at its salvage value.

## Third Party Interests

You are required to inform Us of the interests of all other parties (including financiers, lessors, or other financially interested parties) who have a legal or financial interest in Your Vehicle or in any property the subject of a claim which is Covered under this Policy.

# Definitions

**This Policy has words and terms with special meanings.**

**We explain their meaning in the following definitions.**

**These defined words or terms are shown with a capital letter at the start of each word. These general definitions always apply whenever the words or terms are used in this Policy.**

**Please read all definitions carefully.**

## Accessories

means items or equipment installed to Your Vehicle that increase Your Vehicle's value but do not alter the safety, performance or handling of Your Vehicle and which We have agreed to Cover:

**but does not include** items or equipment fitted to Your Vehicle by the manufacturer.

Accessories include but are not limited to sound systems, navigation systems or instruments, interior vehicle improvements and non-standard external paint including signwriting.

## Accident, Accidental

means an event or series of events consequent upon or attributable to one source or original cause neither expected nor intended by You.

## Agreed Value

means the amount stated in the Schedule for which We agree to insure Your Vehicle inclusive of all Accessories and/or Modifications to Your Vehicle and which We have agreed to Cover.

This agreed amount will be stated in the Schedule as Agreed Value and will be the amount We pay inclusive of GST in the event of Your Vehicle becoming a Total Loss as a result of Damage or theft Covered under this Policy.

## Application

means the information provided by You or on Your behalf and submitted to Us when applying for this Policy and which We have relied on when agreeing to issue this Policy.

## Australia, Australian

means the States and Territories of Australia.

## Basis of Settlement

means the method and/or manner in which We will settle Your claim under this Policy.

This will be in accordance with the Cover You have selected and as specified in the Schedule or as otherwise stated in this Policy.

## Bodily Injury

means bodily injury, death, sickness, disease, shock, fright, mental anguish, mental injury or loss of a spouse or partner's support, co-operation, aid and companionship resulting from any of them.

## Business

means the business described in the Schedule and conducted by You at and from the Business Premises.

## Claim

means for the purpose of **Part C – Third Party Property Damage Cover:**

- a. a writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim, third or similar party notice served on You seeking compensatory damages and costs or other compensatory relief; or
- b. a written or verbal demand for compensatory damages and costs or other compensatory relief made by a third party against You.

## Consequential Loss

means an indirect adverse impact (financial or non-financial) caused by damage to business property or equipment, including but not limited to:

- a. loss of income;
- b. increased cost of working; or
- c. reputational damage.

## Cover, Covers, Covered

means the indemnity provided under this Policy.

## Damage, Damaged

means accidental physical damage to or destruction of Your Vehicle which occurs during the Period of Cover.

## Employee

means a natural person who has at any time entered into a contract of service or apprenticeship with You and/or for whom You are required by virtue of workers' compensation or similar legislation to effect workers' compensation insurance cover:



# Definitions (continued)

## Provided that:

the Employee is acting within the scope of their duties in the conduct of the Business.

## Endorsement

means a written notification given to You by Us that details changes to Your Cover under this Policy.

## Excess

means the amount of money You must contribute or bear for each claim which is Covered under this Policy.

The Excess is stated in the Schedule.

## GST and GST Act

means goods and services tax as defined within the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or any subordinate, subsequent amendment, re-enactment or successor legislation (GST Act).

Input Tax Credit has the same meaning as that in the GST Act.

## Insured

means the natural person, entity or Corporation named in the Schedule whom We have agreed to insure.

## Legal Costs

means the legal costs and expenses necessarily and reasonably incurred by You with Our prior consent or by Us in the investigation, management and/or defence of any legal proceedings against You which have given or may give rise to a claim under this Policy.

## Limit of Liability

means the maximum amount We will pay under Part C – Third Party Property Damage Cover and includes all amounts payable in respect of Legal Costs.

## Location of Risk

means the address of each of the situations of the Business Premises stated in the Schedule.

## Loss

means the financial loss sustained by You which is Covered under this Policy.

## Market Value

means the amount We calculate as the retail cost to replace Your Vehicle in Your local area **inclusive of** all Accessories and Modifications to Your Vehicle and which We have agreed to Cover.

The Market Value will be the amount We pay inclusive of GST in the event of Your Vehicle becoming a Total Loss as a result of Damage or theft Covered under this Policy.

We will determine the Market Value at the time We assess Your Loss having regard to the age, condition and kilometres travelled by Your Vehicle immediately prior to the Damage or theft of Your Vehicle.

We will use qualified motor vehicle assessors and reference to acknowledged market motor trade publications where such publications are available and the motor vehicle market generally to determine Your Vehicle's pre-accident or pre-theft value.

## Modifications

means alterations, additions or other changes to Your Vehicle that alter the safety, performance or handling of Your Vehicle including alterations or additions made to Your Vehicle by You or by any previous owner of Your Vehicle or by the manufacturer of Your Vehicle at Your request.

Modifications include but are not limited to Your Vehicle's body, motor, exhaust, wheels and/or tyres, transmission and suspension.

**We will not Cover** any Modifications unless they are specifically stated in the Schedule.

## Money

means coin, bank notes, currency notes, cheques, credit card sales vouchers, securities, postal orders, money orders, negotiable and non-negotiable securities and other like documents of value such as phone cards and/or stored value cards, unused postage and revenue stamps, public transport tickets, private transport tickets (excluding airline tickets), lottery tickets, authorised gift vouchers, discount vouchers from external parties and contents of franking machines and includes cash boxes, alarm bags or any other portable container used to convey money which is owned by You.

## Period of Cover

means the period of time stated in the Schedule for which We agree to provide You with Cover under this Policy as stated in the Schedule unless this Policy is cancelled in which event the Period of Cover will end on the effective date of the cancellation.

# Definitions (continued)

## Personal Effects

means:

- a. personal belongings normally worn or carried by You; and
- b. sporting equipment;

**but does not include:**

- i. cash, credit cards, debit cards, or negotiable instruments;
- ii. cameras, photographic equipment, video cameras or their accessories;
- iii. mobile phones, electronic organisers, portable computers or similar articles, portable electronic data storage devices or portable navigation equipment or its accessories; or
- iv. goods carried in connection with any business, profession or occupation.

## Policy

means:

- a. the Policy wording;
- b. the Schedule and any addendum attached to the Schedule; and
- c. any Endorsement.

## Pollutant

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

## Premium

means the payment You make to Us for this Policy or for an alteration to this Policy and includes all applicable government or statutory taxes and charges including GST.

## Principal

means the sole practitioner or a partner of a partnership firm or a director of the legal entity stated as the Insured in the Schedule.

## Professional Services

means the professional business services provided by You or on Your behalf as stated in the Schedule.

## Replacement Vehicle

means a Vehicle You have purchased to replace the Vehicle stated in the Schedule.

## Schedule

means the Schedule issued by Us containing details of Cover specific to You, including but not limited to:

- a. Your Policy number;
- b. the Period of Cover;
- c. the Location of Risk;
- d. details of the Cover You have selected;
- e. the Sums Insured, Limits of Liability and other limits of Your Cover; and
- f. any Excesses You must pay.

Your Schedule attaches to and forms part of this Policy.

## Substitute Vehicle

means a Vehicle You have borrowed because Your Vehicle is being repaired or serviced or has broken down:

**but does not include** a hire car or any Vehicle on lease to You.

## Sum Insured

for Agreed Value means the maximum amount We will pay under this Policy other than any additional amount provided for in any relevant additional benefit.

## Terrorism

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## Total Loss

means:

- a. Your Vehicle is Damaged to the extent that We assess it would be uneconomical to repair after taking into consideration:
  - > the Market Value or Agreed Value of Your Vehicle;
  - > the assessed cost of repairs to Your Vehicle; and
  - > the assessed salvage value of Your Vehicle; or
- b. Your Vehicle has been stolen and not recovered within fourteen (14) days.

# Definitions (continued)

## Vehicle

means any type of machine on wheels, on skis or on self-laid tracks designed to be moved other than by manual or animal power and includes any trailer while attached to a Vehicle.

## Voluntary Work

means work performed by a Voluntary Worker on Your behalf and includes necessary direct travel to, from and during such voluntary work.

## Voluntary Worker

means any person engaged by You to perform Voluntary Work on Your behalf without fee, remuneration or reward (other than the reimbursement of reasonable expenses) while such person is performing such work:

### **Provided that:**

the Voluntary Worker is acting within the scope of their duties in the conduct of the Business or in the provision of the Professional Services.

## We, Us, Our

means Guild Insurance Limited, ABN 55 004 538 863 and AFS Licence No. 233791, of Level 13, 171 Collins St, Melbourne Victoria 3000.

## You, Your

means:

- a. the person or legal entity stated in the Schedule as the Insured;
- b. a person using Your Vehicle with Your permission;
- c. Your employer, partner or Principal;
- d. any member of the motor trade who has control or custody of Your Vehicle for servicing, maintenance or repair purposes; and
- e. any employee or agent of a business that provides commercial parking facilities while that employee or agent has control or custody of Your Vehicle for parking purposes only.

## Your Vehicle

means the Vehicle insured under this Policy and which is stated in the Schedule and any of its Accessories and/or Modifications We have agreed to Cover and which are also stated in the Schedule.



**1800 810 213**

**[guildinsurance.com.au](http://guildinsurance.com.au)**

**Who is the Insurer?**

This Product Disclosure Statement (PDS) is issued by Guild Insurance Limited, ABN 55 004 538 863 and AFS Licence No. 233791, of Level 13, 171 Collins St, Melbourne Victoria 3000 and hereafter referred to as 'We', 'Us' or 'Our'. This PDS was prepared in May 2021 and the information it contains was current at that date. If the information changes adversely we will issue a Supplementary Product Disclosure Statement (SPDS) or a replacement PDS.

Effective date: 23 July 2021

GLD72176 Commercial Motor Vehicle Policy 07/2021