



# COMMERCIAL MOTOR INSURANCE POLICY

Product Disclosure Statement



LUCKY YOU'RE WITH

**AAMI**



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# Welcome to AAMI Insurance

More than 60,000 business owners across Australia trust AAMI for affordable, effective Business Insurance protection.

**We** offer customised packages, competitive rates and 24/7 claims support. And **we** give **you** the option to pay by the month, at no additional cost.

For reliable cover when the unexpected happens, choose AAMI Business Insurance. **Our** value and service set **us** apart.

AAMI is a member of the Suncorp Group.

## Who is the insurer?

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AAI Limited ABN 48 005 297 807 AFSL 230859 trading as AAMI Business Insurance is the insurer and the issuer of this product.

## How to contact us

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**You** may contact **us** as follows:

- phone **us** on: 13 22 44
- to lodge or discuss a claim on 13 22 44
- by email: [businessinsurance@aami.com.au](mailto:businessinsurance@aami.com.au)
- **our** website on [www.aami.com.au](http://www.aami.com.au)

## About your insurance policy

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

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

**We** will provide cover under this **policy** for the **vehicles** shown on the **policy schedule** and for those Optional Insurances shown on the **policy schedule** for the **period of insurance**.

The commencement date and expiry date of the **period of insurance** is shown on **your policy schedule**.

**You** must pay the premium by the due date and comply with all of the **policy** conditions.

The General Policy Conditions listed on pages 17 to 21 and General Exclusions listed on pages 79 to 83 apply to the whole **policy**.

In this **policy**:

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

Some other **words** used in this **PDS** have special defined meanings. These words are in **bold**. Most of the words **we** have defined are listed in the Definitions on pages 91 to 98 of this **PDS**. The words may appear without bold type in **endorsements**.

**You** should ensure that the amounts for which **your vehicles** are insured, **limit of liability** and sub-limits that apply to this **policy** are adequate for **your** needs. If **you** do not select adequate amounts to insure then **you** may have to bear any uninsured losses **yourself**.

The limit applicable to new vehicle replacement for trailers or rigid body trucks under Extra Cover 1 – ‘New vehicle after total loss’ is expressed as a 112.5 percent of the **insured amount**. This means that if the underlying **insured amount** for a trailer or rigid body truck is inadequate, then the amount of cover provide under this Extra Cover may not be enough to cover the cost of a new replacement trailer or rigid body truck.

## Optional Insurances

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This **PDS** has a number of Optional Insurances which, for an additional premium and subject to any conditions that apply, **you** can choose to include in **your policy**. If included these will be shown in **your policy schedule**.

When **we** send **your** renewal offer, it will usually include **your** previously selected Optional Insurance. Contact **us** to remove or add any Optional Insurance.

## Underinsurance

This **policy** contains an underinsurance condition applicable to **vehicles** other than motorcycles, cars, 4WDs, utilities or vans of not more than 2 tonne carrying capacity. If the underinsurance condition applies it can result in the amount **we** pay **you** for a **partial loss**

being reduced because **you** did not adequately insure **your vehicle** of this type. Please see page 60 for details.

## References to legislation

A reference to any legislation or legislative provision includes any statutory modification, replacement or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision (whether of Australia or elsewhere).

## Communicating with you electronically

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**We** may send **your policy** documents and **policy** related communications electronically. This will be by email and/or other types of electronic communication (e.g. *SMS*). **We** will obtain **your** express or inferred consent to do so.

Each electronic communication will be deemed to be received by **you** at the time it leaves **our** information system.

## Your duty of disclosure

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

**You** have this duty until **we** agree to insure **you**.

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

**You** do not need to tell **us** anything that:

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

## If you do not tell us something

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

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

## Cooling off period

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**You** have the right to return the **policy** or remove a part of the **policy** by notifying **us** in writing within thirty (30) days of the date cover was issued to **you** ("cooling off period"), unless **you** have a claim under the **policy** or that part of the **policy** within the cooling off period. If **you** return **your policy** or remove a part of the **policy** during the cooling off period, **we** will return the amount **you** have paid (including GST if applicable) for the **policy** or that part of the **policy**.

In addition, if **you** vary **your policy** (for example by adding a **vehicle**, adding an **endorsement** or changing the cover type for a **vehicle**), **you** have the right to remove that variation within thirty (30) days of the date it was made by notifying **us** in writing ("additional cooling off period") unless **you** make a claim under that variation of the **policy** within the additional cooling off period. If **you** remove the variation during the additional cooling off period, **we** will return the amount **you** have paid (including GST if applicable) for that variation.

To cancel at other times please see "Cancellations" below.

## Cancellation

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### How you may cancel

**You** can cancel **your policy** at any time. **You** can specify a future date from which **you** would like to cancel **your policy**. If **you** do not specify a date then the cancellation takes effect on the date **we** receive **your** request. If **you** cancel **your policy**, **we** will refund the proportion of **your** premium for the unexpired **period of insurance** (including GST if applicable) less any non-refundable government charges provided the refund is more than \$10 (GST inclusive). If **you** pay by instalments, on cancellation **you** agree to pay **us** any portion of the premium that is owing but not yet paid and that amount is due and payable.

### How we may cancel

**We** can cancel **your policy** when the law allows us to. If **we** cancel **your policy** **we** will refund the proportion of **your** premium for the unexpired **period of insurance** (including GST if applicable) less any non-refundable government charges provided the refund is more than \$10 (GST inclusive). If **we** cancel **your policy** due to fraud, **we** will not refund any money to **you**.

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

When **your policy** ends as a result of **us** paying out a **total loss** of **your vehicle**, **we** will not refund any premium for an unexpired **period of insurance**. If **you** have been paying **your** premium by monthly direct debit instalments, **we** will deduct the remaining instalment premiums due for the unexpired **period of insurance** from the amount **we** pay for the claim.

## Complaints resolution

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**We** are committed to:

- listening to what **you** tell **us**;
- being accurate and honest in telling **you** about **our** products and services;
- communicating with **you** clearly; and
- resolving any complaints or concerns **you** have in a fair, transparent and timely manner.

### How to contact us with a complaint

If **you** experience a problem, are not satisfied with our products or services or a decision **we** have made, please let us know so that **we** can help. Contact **us**:

By phone: 13 22 44

By email: [aami@aami.com.au](mailto:aami@aami.com.au).

Complaints can usually be resolved on the spot or within 5 business days.

If **we** are not able to resolve **your** complaint or **you** would prefer not to contact the people who provided **your** initial service, our Customer Relations team can assist:

- Telephone: 1300 240 437
- Mail: AAMI Customer Relations Team  
PO Box 14180  
Melbourne City Mail Centre  
Victoria 8001
- Email: [idr@aami.com.au](mailto:idr@aami.com.au)

Customer Relations will contact **you** if they require additional information or if they have reached a decision

## Seek review by an external service

**We** expect our procedures will deal fairly and promptly with **your** complaint. However, if **you** remain dissatisfied, **you** may be able to access the services of the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. Any determination AFCA makes is binding on **us**, provided **you** also accept the determination. **You** do not have to accept their determination and **you** have the option of seeking remedies elsewhere.

AFCA has authority to hear certain complaints. Contact AFCA to confirm if they can assist **you**. **You** can contact AFCA:

By phone: 1800 931 678

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

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

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

## Financial Claims Scheme

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

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

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

- Telephone: 1300 55 88 49
- Website: [www.apra.gov.au](http://www.apra.gov.au)

## General Insurance Code of Practice

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**We** are a signatory to the General Insurance Code of Practice. **You** can get a copy of the Code from the Insurance Council of Australia website ([www.insurancecouncil.com.au](http://www.insurancecouncil.com.au)) or by phoning (02) 9253 5100 or 1300 728 228.

## Updating information

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

**You** can obtain a copy of any updated information by contacting **us** on 13 22 44. **We** will give **you** a free paper copy of any updates if **you** request them. If it becomes necessary, **we** will issue a Supplementary PDS (**SPDS**) or replacement **PDS** which **we** will give **you**.

## Information about the cost of this insurance

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### The amount of your premium

The premium is the amount **you** pay **us** for this insurance. It includes stamp duty, Goods and Services Tax (GST) and any other government charge or levy that applies. **Your** premium is shown on **your policy schedule**.

If **you** pay by instalments, the instalment amount will be specified on **your policy schedule** as the instalment amount.

In addition to the factors **we** use to calculate **your** premium, the discounts **you** qualify for also affect **your** premium. **Your** premium includes any discounts **you** qualify for and these are applied before adding applicable government charges. **We** might also advertise special short term offers and benefits from time to time.

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

### How various factors may affect your premium

The following table is a guide to the significant factors which impact generally on **your** premium (for a **vehicle**).

Factor	Lowers premium	Increases premium
Type of cover	Legal liability only	Comprehensive or legal liability, fire and theft
Type of vehicle	Low risk vehicle	High risk vehicle
Market or agreed value	Market value	Agreed value

Factor	Lowers premium	Increases premium
Vehicle accessories/ modifications	None specified	Accessories and modifications that increase the risk of insurance
Age of driver(s)	Over 25 years of age	Under 25 years of age
No claim bonus	Higher rating	Lower rating
Vehicle use	Low risk use	High risk use
Insured amount	Lower insured amount	Higher insured amount
Postcode	Low risk postcode	High risk postcode
Claims experience	Low claims experience	High claims experience
Optional Insurance	None taken	One or more taken
Voluntary excess	Higher	Lower
Occupation	Low risk occupation	High risk occupation
Endorsements	Reduces our risk or your cover	Increases our risk or your cover
Our expenses of doing business	Low expenses	High expenses

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

## Why the cost of insurance can change

**Your** insurance premium can change during the **period of insurance** if the circumstances or risks covered by **your policy** change. For example, **your** premium will change if **you** change the use of the **vehicle** or the type of cover. Also, each time **you** renew **your** insurance **your** premium is likely to change, even if **your** circumstances or the risks covered by **your policy** have not changed. This is because premium **you** pay is also affected by other things including:

- The cost of claims **we** have paid to other customers;
- Any changes in government taxes or charges ;

- **our** expenses of doing business;
- other commercial factors;

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

## Premium discounts

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

The main discount **we** offer is the no claim bonus for some comprehensively insured **vehicles** – see below for details.

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

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

## No Claim Bonus (Comprehensive Cover only)

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A no claim bonus recognises **your** good driving and claims history record when **you** are insured for Comprehensive Cover.

**Your policy schedule** will show **your** no claim bonus (if any), and **your** premium will be charged accordingly.

## How you earn a No Claim Bonus

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

A **penalty claim** is an **event** or **claim** where **you** are at fault, or a claim where **we** are not able to recover the costs of repairing or replacing **your vehicle**.

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

For cars, utilities, 4WDs or vans of not more than 2 tonne carrying capacity:

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

For all other **vehicles**:

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

## Protected No Claim Bonus

If **you** are entitled to a maximum No Claim Bonus of 65% for cars, utilities, 4WDs or vans of no more than 2 tonne carrying capacity, and **you** are insured for Comprehensive cover, **we** may provide the option when **you** first take out the **policy**, or upon renewal, to protect **your** No Claim Bonus for that **vehicle**.

It costs extra to choose to protect **your** No claim bonus. **We** can give **you** a price with and without the Protected No claim bonus Optional Insurance (details on page 74) to help **you** decide whether the option suits **your** needs.

## How making a claim could affect your no claim bonus

### If you do not lodge a penalty claim

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

## Windscreen claims

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

## Other claims

When **you** renew **your policy**, **we** reduce **your** no claim bonus for each **penalty claim you** have made during the **period of insurance**. This does not apply if **you** have purchased Protected No claim bonus Optional Insurance and it applies to the claim.

If **you** have purchased this Optional Insurance and it applies to the claim in respect of **your vehicle** involved in an **event**, **we** will not count the first **penalty claim** on that **vehicle** during the **period of insurance**.

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

For cars, utilities, 4WDs or vans of not more than 2 tonne carrying capacity:

Your current no claim bonus	Following 1 penalty claim	Following more than one penalty claim
65%	45%	Nil
55%	25%	Nil
45%	Nil	Nil
25%	Nil	Nil
Nil	Nil	Nil

For all other **vehicles**:

Your current no claim bonus	Following 1 penalty claim	Following more than one penalty claim
50%	30%	Nil
40%	20%	Nil
30%	Nil	Nil
20%	Nil	Nil
Nil	Nil	Nil

When you make a claim for:	Does this detrimentally impact your No claim bonus?
An <b>event</b> where <b>you</b> are not at fault and <b>we</b> are able to recover	No
Windscreen or window glass only*	No
An <b>event</b> where <b>you</b> are at fault**	Yes

\*If **you** have selected and paid for the 'Windscreen excess waiver' Optional Insurance, then **you** will not have to pay any **excess** for that claim. This Optional Insurance is only available for a car, utility, 4WD or van of not more than 2 tonne carrying capacity.

\*\***Your** No claim bonus might not be affected if **you** have purchased Protected No claim bonus Optional Insurance, see page 74 for details.

## About your excess

An **excess** is **your** contribution to the cost of a claim for **loss, damage** or **legal liability**. If **you** make a claim, **we** will tell **you** if **you** need to pay an **excess**. **You** may be required to pay one or more **excesses**. For example, Additional Benefits may have their own **excess** which may be in addition to any **excess** that may apply to a claim. The amount and description of each **excess** (other than the basic **excess**) and the circumstances in which they are applied is shown on pages 75 to 78 of this **PDS**. The amount of the basic **excess** will be specified in **your policy schedule**.

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

- the make, model and type of **vehicle** being insured, including modifications made to the **vehicle**;
- any voluntary **excess** that **we** may allow **you** to choose;
- the age and driving experience of people who will be driving the **vehicle**;
- the **insured amount** of the **vehicle**;
- where and how the **vehicle** is used;
- the type of cover chosen;
- the place where **your vehicle** is garaged;

- **your** previous insurance and claims history; and
- Optional Insurances, Extra Covers, Additional Benefits and **endorsements** that apply to **your policy**.

For more information about **excesses** see General Claims Condition – Paying your excess on pages 23 to 24 and “Excesses” on page 75.

## **Paying your premium**

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

**You** must pay **your** premium by the due date. For the first **period of insurance**, if **you** do not pay the premium owing by the due date, **we** can cancel **your policy**.

For renewals of policies paid annually, if **you** do not pay **your** premium by the due date, then **you** have no cover from the due date.

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

### **Paying by monthly instalments**

If **you** pay **your** premium by monthly instalments and a monthly instalment is overdue, **we** will let **you** know and **we** can cancel **your policy**:

- by giving **you** at least 14 days advance notice; or
- without advance notice, once an instalment is one (1) month (or more) overdue.

If **you** pay **your** premium by monthly instalments and **your** payment is overdue, **we** can refuse to pay a claim if **your** payment is 14 days (or more) late.

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

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The premium will include an amount of GST.

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

If a **vehicle** is a **total loss** **we** will reduce any payment **we** make by an amount equal to **your input tax credit** entitlement, if any.

Our liability to **you** will be calculated taking into account any ITC to which **you** are entitled for any acquisition which is relevant to **your** claim, or to which **you** would have been entitled had **you** made a relevant acquisition.

In respect of **your policy**, where **you** are registered for GST purposes **you** should calculate the **insured amount** having regard to **your** entitlement to **input tax credits**. **You** should, therefore, consider the net amount (after all **input tax credits**) which is to be insured and determine an **insured amount** on a GST exclusive basis.

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

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

## Important Information

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### 1. Your Policy

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

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

### 2. Policy Limits

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

### 3. General Provisions

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

## General policy conditions

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

If **you** do not comply with these General Policy Conditions, **we** may:

- a) refuse to pay **your** claim or reduce the amount **we** pay (to the extent to which **we** are prejudiced in respect of **your** claim as a result of **your** non-compliance); and/or
- b) recover from **you** any costs and/or any monies **we** have paid; and/or
- c) cancel **your policy**.

### Change to risk

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

- the nature or type of **your business** or its permanent discontinuance, insolvency or it being placed in administration, voluntary administration, being wound up or carried on by an insolvency practitioner or receiver;
- **your** interest in the **policy** ceases, including by operation of law;
- **you** have been declared bankrupt or are unable to pay **your** debts or liabilities when they are due;
- **you** have been refused insurance or had any insurance cancelled or declined in the past 5 years;
- details of any conversion or modification to **your vehicle** made by someone other than the manufacturer. For example, if **you** give **your vehicle** wider tyres or wheels, or lower its suspension;
- if there is anyone under the age of 25 years who is likely to be a regular driver of the **vehicle**; or
- any detail on **your policy schedule** is no longer accurate, such as change of **your** address, **your vehicle, your vehicle's** garage postcode or the way **you** use **your vehicle**.

**You** must notify **us** as soon as possible of these changes.

If **you** have not told **us** about any of the above matters having occurred in any other **period of insurance you** held this **policy** with **us**, **you** must also tell **us** as soon as possible.

If **you** do not notify **us** when **you** need to **we** may refuse to pay a claim or reduce the amount **we** pay (to the extent to which **we** are prejudiced in respect of the claim as a result of **your** noncompliance).

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

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

If **we** agree to the changes **you** tell **us** about, **we** will confirm this in writing. When **you** contact **us** to inform **us** of any of these above matters occurring or having occurred, **we** may need to agree with **you** that one of the following changes is made in order to continue **your** cover:

- impose an additional **excess**,
- charge extra premium; or
- apply a special condition to **your policy**.

In some cases, it may lead **us** to reduce or refuse to pay a claim or mean **we** can no longer insure **you** and **we** will cancel **your policy**.

## The amount of cover

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

If **you** are entitled to an **input tax credit** on any part of the **policy** premium, the **insured amounts** and **limit of liability** stated in **your policy** are exclusive of any **input tax credit** which **you** are entitled to claim (unless **your policy** states otherwise).

## Take steps to reduce risk

**You** must:

- take steps to ensure that **you** prevent or minimise **loss** of, or **damage** to, **your vehicle**, for example:
  - move **vehicles** away from rising waters including tides;
  - do not drive into water;
  - do not leave the keys in the **vehicle** whilst it is unattended or not secure;
  - obey signage displayed by local government authorities, traffic management companies and state emergency services when applicable;
  - accompany anyone test driving a **vehicle** when it's up for sale; and
  - complying, at **your** expense, with all **our** recommendations to prevent or minimise theft, **loss** or **damage**.
- take care to prevent or minimise injury to another person or **damage** to another person's property;
- comply with all laws, statutory obligations, by-laws, regulations and public authority requirements that concern the safe use of these **vehicles**, for example:
  - obey applicable and relevant road rules;
  - obey speed limits, warnings, signs, local directives and safety requirements;
  - convey and store goods in a legal manner in or on **your vehicle**;
  - load **your vehicle** in accordance with legal and safety requirements; and
- keep **your vehicles** in a roadworthy condition, for example:
  - replace worn out tyres;
  - replace worn brakes;
  - fix paint including clear coats;
  - replace defective lights; and
  - repair major scratches or dents.

If **you** do not comply with this condition, **we** may refuse to pay a claim or reduce the amount **we** pay (to the extent to which **we** are prejudiced in respect of the claim as a result of **your** non-compliance).

## Other interests

Except where expressly stated in the **policy**, the cover provided by **your policy** will not extend to the interests of any third party unless **you** have notified **us** in writing of such interest, and **we** have agreed to record that interest in writing on **your policy schedule** or by **endorsement**.

## Third party beneficiaries

All third party beneficiaries must comply with the terms and conditions of **your policy**, including without limitation, the General Claims Conditions and the obligation to notify **us** and give **us** details of any other insurance that insures any risk insured by this **policy**.

## Transfer of interest

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

## Changes in or waivers of the policy

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

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

## Multiple insured parties

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

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

## Governing law

The construction, interpretation and meaning of the terms of this **policy** will be determined in accordance with the laws of Australia and the State or Territory where the **policy** was issued. Any disputes relating to the construction, interpretation and meaning of the terms of this **policy** will be submitted to the exclusive jurisdiction of the courts of Australia.

## If your contact details change

**You** must keep **your** contact details, including **your** Australian mobile number, postal address and email address up to date. If **we** do not have up to date contact details **you** might not receive **your** important **policy** documents which could impact whether **you** have cover in place.

## General claims conditions

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These conditions apply to the whole **policy**. In this section a reference to “**you**” also means a reference to an **authorised driver**.

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

If **you** do not comply with the General Claims Conditions **we** may:

- a) refuse to pay **your** claim or reduce the amount **we** pay (to the extent to which **we** are prejudiced in respect of the claim as a result of **your** non-compliance); and/or
- b) recover from **you** any costs and/or any monies **we** have paid; and/or
- c) cancel **your policy**.

## What you must do

**You** must:

- contact **our** claims services as soon as possible on 13 22 44. **We** are available 24 hours a day. **Our** staff will advise **you** whether to bring **your vehicle** to one of **our** assessing centres or take it to a repairer. **We** can help with any other arrangements necessary to get **you** back on the road as quickly as possible;
- take all reasonable precautions to minimise or prevent further **loss**, or **damage**, liability or injury. For example, if **your vehicle** is **damaged** in an accident, when safe to do so, move it off the road and put on **your** hazard lights. If **you** are unsure about what precautions to take to minimise or prevent further **loss**, **damage**, liability or injury please contact the AAMI Claims Team.
- take all steps to recover a stolen **vehicle**.
- if safe to do so:
  - obtain the full names, addresses and phone numbers of all drivers and, where possible, passengers involved and any witnesses to the **event**;

- obtain the vehicle registration number and insurance details of all vehicles involved; and
- if **damage** is caused to buildings and other property, obtain details of the address and the owner's name.

If due to the circumstances of the accident, **you** are unable to obtain the above information, please contact **us** on the number shown above.

- if someone has stolen, attempted to steal or maliciously damaged **your vehicle**, report it to the police as soon as possible. If **we** ask, **you** must provide **us** with the name of the police officer and police station where **you** made the report and give **us** all known details of the **event**;
- if **you** make a claim, also do everything to mitigate the **loss, damage**, liability or injury that **we** ask **you** to do;
- retain and preserve **your damaged vehicle** or **damaged** property for inspection by **us** or **our** agent (including a loss adjuster) prior to authorisation of repairs, unless repairs are immediately necessary for safety reasons or to minimise or prevent further **loss, damage**, liability or injury;
- if **you** carry out **emergency repairs** or choose to use **your** own repairer, when reasonably practicable and safe to do so, ensure that photographic images of the **damage** are recorded and can be provided to **us** so that **we** can establish the condition of **your vehicle** prior to the repairs. **You** are required to produce tax invoices or receipts for all costs if **we** are unable to obtain them directly from the repairer or other provider and **we** ask **you** for them;
- give **us** all reasonable information, documentation and other assistance that **we** need to substantiate and investigate the claim that **we** request (including attending an interview or giving evidence in court as **we** may reasonable require). If **we** ask **you** for a statutory declaration verifying the details of **your** claim and any other matters connected with the claim, **you** must provide it;
- provide proof of **your** ownership of, or legal responsibility for, any **lost or damaged vehicle** or property if we ask for it. Proof includes things like registration papers, sales receipts, service records, valuations, credit card statements, warranties or car log books; and
- tell **us** as soon as possible if **you** get demands, a notice of prosecution, details of any legal proceedings, inquest or similar communications from other parties involved in an

**event.** If **you** delay in telling **us**, **we** may not cover any legal or other costs that result from that delay.

- When **you** make a claim **you** must:
  - let **us** inspect and, if necessary, move **your vehicle** before repairs begin.
  - co-operate and provide **us** with all reasonable assistance in connection with any investigation, negotiation, recovery, defence or settlement of any claim, including doing all things necessary to allow **us** to take over legal proceedings in the circumstances described in General Claims Condition – Rights of Recovery.

## What you must not do

**You** must not:

- negotiate or promise anyone a payment;
- dispose of any **damaged** property;
- accept any payment (including **excess** payments) from anyone unless **we** agree first; or
- admit liability for any **loss, damage** or injury, or settle or attempt to settle or defend any claim without our prior written consent.

## Repair or replacement

**You** must not authorise the repair or replacement of **your vehicle** without **our** agreement, except as provided under Extra Cover 5 – Emergency Repairs or when reasonable necessary to prevent further **loss, damage** or injury.

## What we can do in relation to the claim

- In relation to **legal liability** claims **you** make under **your policy**, **we** have the right and full discretion to conduct claims. If **we** decide to defend **you**, settle any claim against **you**, represent **you** or try to recover money **you** must give **us** all reasonable assistance, co-operation and information **we** need, including assistance after **your** claim has been paid. **We** may engage legal or other representatives to assist in the conduct of a claim.
- At all times **we** reserve the right to negotiate and settle a claim on terms **we** consider appropriate. **You** must allow **us** to make admissions, settle or defend claims made against **you** on **your** behalf.

## Paying your excess

**You** must pay any **excess** that applies to claims under this **policy**.

Any **excess** that is applied to **your** claim must be paid in full prior to final settlement of that claim.

The **excess** that applies will depend on the circumstances of the claim. Some Additional Benefits have their own **excess** which is in addition to any other **excess** that may apply to a claim. When multiple **excesses** apply, **you** might have to pay more than one type of **excess** when **you** make a claim.

The amount of the **excesses** and the circumstances that each **excess** applies to are shown on **your policy schedule** or set out in the Excess clause on page 75 **We** will tell **you** how to pay **your excess** and who to pay it to.

When **you** make a claim the following options are available to pay the **excess** (when **we** ask for it):

- **you** can pay the **excess** directly to **us** before **we** finalise **your** claim. In the case of a new replacement **vehicle**, **we** may require **you** to pay the **excess** before taking delivery of the new vehicle;
- the **excess** can be deducted from the amount **we** pay **you** for **your** claim (if any);
- in some instances, the **excess** can be paid to the appointed repairer when **you** pick up **your vehicle** after it has been repaired or to the supplier; or
- in some instances, the **excess** can be deducted from the amount **we** pay to another person for **loss** or **damage** to their property.

**We** will not cover any legal or other costs that arise because of any delay in paying the **excess**.

## Claims settlements

### a) Input Tax Credit entitlement

If any **event** occurs which gives or may give rise to a claim **you** must tell **us your** entitlement to **input tax credits** (ITC) for **your** insurance premium and claim if **you** are registered, or are required to be registered for GST purposes. If **you** do not inform **us** of **your** entitlement, or the information **you** give **us** is incorrect, **we** will not cover **you** for any resulting fines, penalties or tax liability **you** incur. When **we** calculate a payment to **you** for **your** claim, **we** can reduce it by any **input tax credit you** are, or would be, entitled to receive.

## b) Cash payments

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

## c) Discharge of our liabilities

If, at any time, **we** pay **you** the **insured amount** or **limit of liability** for any claim under this **policy**, **we** do not have any further liability to **you**. But **we** will pay any Extra Covers, Additional Benefits or Optional Insurances that are expressed to be in addition to the **insured amount** or **limit of liability**.

## d) Salvage

After settling a claim where **your vehicle** is a **total loss**, if **we** so elect, that **vehicle** or salvage of that **vehicle** including any unexpired registration or Compulsory Third Party (CTP) or Motor Accident Injuries (MAI) insurance, unless otherwise required by law, becomes **ours** and **we** are entitled to receive the proceeds from any salvage of that **vehicle**, except to the extent **you** are not fully indemnified.

## Rights of recovery

If **you** have suffered **loss** or **damage** or incurred a **legal liability** and **you** make a claim under this **policy** with **us** for that **loss**, **damage** or liability, then **we** have the right and **you** have permitted **us** to take action or start legal proceedings against any person or entity liable or, who would be liable to **you** for the recovery of **your loss**.

“**Your loss**” means **your** insured, underinsured or uninsured loss or **damage** or **legal liability**, costs, payments made and expenses in relation to respect to which **you** have claimed under **your policy**. Any action or legal proceeding **we** take will be commenced either in **your** name, or in the name of any other person or entity that suffered **your loss**. **We** have full discretion over the conduct and any settlement of the recovery action.

If **you** make a claim with **us** for **your loss** and **you** have already started action or legal proceedings against any person or entity liable or, who would be liable to **you** for **your loss**, then **we** have the right and **you** have permitted **us** to take over and continue that action or legal proceeding.

Where **your loss** forms part of any class or representative action which has not been started under **our** instructions, **we** have the right and **you** permit **us** to exclude **your loss**

from that class or representative action for the purpose of **us** including it in any separate legal proceedings which are or will be started under **our** instructions.

**You** must provide **us** with all reasonable assistance, co-operation and information in the recovery of **your loss**. This assistance may include:

- providing a more detailed version of events, which may include completing a diagram or statement/ affidavit;
- providing **us** with any documents required to prove **your loss**;
- providing copies of any available photographs or footage of the incident available;
- lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when **we** cannot lodge one);
- attending court or meetings with **our** legal/other experts (only if required);
- providing evidence and documentation relevant to **your** claim and executing such documents, including signed statements which **we** reasonably request.

**We** will pay for the cost of filing the police report and relevant searches to locate the third party. **We** will cover the costs **you** incur when having to attend court up to a limit of \$250 in total per claim.

**You** must not enter into any agreement, make any admissions or take any action or step that has the effect of limiting or excluding **your** rights and **our** rights to recover **your loss**, including opting out of any class or representative action, unless **we** have given **you our** prior written agreement. If **you** do, **we** may not cover **you** under this **policy** for **your loss**.

Recoveries do not include any amount recovered from insurance, surety, reinsurance, security or indemnity taken for the benefit of **us**.

## Subrogation Agreements

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

## Notification of other insurance

In the event of a claim **you** must provide **us** with the details of any other insurance that provides cover for the claim to enable **us** to exercise **our** right to seek contribution from the insurer of that other insurance.

## Conduct towards us

**You** must not behave in a way that is abusive, dangerous, hostile, improper or threatening when engaging with **us** and **our** service providers.

## Fraudulent claims

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

- refuse to pay the claim;
- cancel the **policy**; or
- take legal action against **you**.

## When we may refuse a claim/reduce what we pay/recover cost of monies/cancel your policy

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**We** may refuse to pay a claim, or **we** may reduce the amount **we** pay **you** (to the extent to which **we** are prejudiced as a result of **your** non-compliance) and/or recover from **you** any costs and/or any monies **we** have paid and/or cancel **your policy**, if:

- a) **you** do not do what **your** duty of disclosure requires **you** to;
- b) **you**:
  - are not truthful;
  - have not given **us** full and complete details; or
  - have not told **us** something when **you** should have, when applying for the insurance, or when making a claim;
- c) **you** are paying by instalments and **you** are fourteen (14) days (or more) late in paying an instalment;
- d) **you** have not complied with any of the General Claims Conditions;

e) **you** do any of the following without **us** agreeing to it first:

- make or accept any offer or payment or in any other way admit **you** are liable;
- settle or attempt to settle any claim; or
- defend any claim;

f) cover is excluded by the **policy**; or

g) **you** are in breach of any other conditions of **your policy**.

If **you** prevent **our** right to recover from someone else or if **you** have entered into a contract or agreement which excludes or limits **your** right to recover compensation from another person who is liable to compensate **you** for any **loss, damage** or **legal liability** which is covered by this **policy, we** will not cover **you** under this **policy** for that **loss, damage** or **legal liability**.

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

## Your cover

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This Policy covers **your vehicles**:

- **your** vehicles described on **your policy schedule**.
- these accessories if they are attached to or are in or on **your vehicle**:
  - baby capsule/car seat
  - bonnet protector
  - built in refrigerator
  - bull bar
  - CB and/or 2 way radio
  - dash mats
  - decorative wheel trims
  - driving lights
  - fire extinguishers
  - decals
  - protective mouldings
  - rear louvre sunshade
  - registration plate covers
  - seat covers
  - side steps for a 4WD
  - sign writing
  - sound system (fitted as standard by manufacturer)

- fixed GPS units
- fixed roof/ladder racks
- floor mats
- headlamp guards
- mud flaps
- paint protection
- panel/rust protection
- pin striping
- spare wheel cover
- steering locks
- tarpaulins
- tools supplied as standard by the manufacturer or similar replacement
- tow bars
- tool boxes
- weather shield
- winch.

But **we** do not cover sound systems not fitted as standard by the manufacturer nor the contents of a tool box, unless one of the items listed above.

Other **vehicle** accessories or modifications if **we** have agreed to insure them as part of **your vehicle** and they are shown on **your policy schedule**.

## Cover options

**You** can choose between three (3) different types of cover for each **vehicle you** insure:

1. Comprehensive cover which covers the **accidental damage to your vehicle**, and the cover offered by **Legal Liability** cover.
2. **Legal Liability**, Fire and Theft cover.
3. **Legal Liability** cover only which covers supplementary bodily injury and damage to third party property only.

Not all types of cover are available for all types of **vehicles**.

The cover **you** have chosen will be displayed next to each **vehicle** in **your policy schedule** and is detailed below.

Cover option	Description of cover provided
Comprehensive	Part 1, 'Loss or Damage to your vehicle' applies to provide cover for <b>loss</b> of, or <b>damage</b> to, <b>your vehicle</b> caused by an <b>event</b> ;  Part 2, Third Party Legal Liability applies.

Cover option	Description of cover provided
Legal liability, fire and theft	Part 1, 'Loss or Damage to your vehicle' applies to provide cover for <b>loss</b> of, or <b>damage</b> to, <b>your vehicle</b> caused by insured events fire, explosion, lightning, theft or attempted theft only;  Part 2, Third Party Legal Liability applies.
Legal liability only	Part 1, 'Loss or Damage to your vehicle', does not apply;  Part 2, Third Party Legal Liability applies.

What **we** cover is described in the 'Insuring Clause – We cover' sections in the following pages. What **we** do not cover is described in the 'What we exclude' sections in the following pages, the General Exclusions on pages 79 to 83 of this **PDS** and in any **endorsements** that apply to **your policy**.

**You** can ask **us** at any time to change the cover option for any **vehicle**. There may be an additional premium or a refund of premium.

## Cover for additional vehicles

An additional **vehicle** is a **vehicle** that **you** acquire, purchase or lease (but not hire or borrow) during the **period of insurance**.

**We** automatically provide cover for any additional **vehicle** during the **period of insurance** provided that **you** tell **us** about the additional **vehicle** within thirty (30) days of acquiring, purchasing or leasing it and pay any extra premium **we** request. If **we** are unable to continue covering the additional **vehicle**, **we** will tell **you** and give **you** fourteen (14) days from the date **we** tell **you** so that **you** can organise to insure the **vehicle** elsewhere. Cover for the additional **vehicle** will then end at 4:00pm fourteen (14) days after **we** have told **you we** are unable to continue covering the additional **vehicle**.

If **you** have only one (1) type of cover option for **your vehicles**, for example 'Comprehensive Cover', that will be the cover option for any additional **vehicle** during the **period of insurance** (unless **you** tell **us you** want another cover option).

If **you** have **vehicles** insured with **us** for more than one (1) type of cover option, for example, 'Comprehensive Cover' and 'Legal Liability, Fire and Theft cover', **we** will automatically provide the cover option with the better cover for any additional **vehicle** during the **period of insurance** (unless **you** tell **us you** want another cover option).

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

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

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

Additional **vehicles** that **you** have advised **us** of and that **we** have agreed to insure will be noted on **your policy schedule** and will be insured for an **insured amount, market value** or **agreed value** as agreed by **you** and **us**.

### **Cover for two-wheel or box trailers**

Additional Benefit 1 – ‘Two-wheel or box trailers’ provides cover of up to a limit of \$2,000 for **loss** or **damage** to **your** two-wheel or box trailer caused by an **event** during the **period of insurance**. **You** can ask **us** to insure **your** two-wheel or box trailer for more than \$2,000 under **your policy**. **You** may be required to pay an additional premium.

# Part 1 – Loss or damage to your vehicle

You can claim for **loss** of, or **damage** to, **your vehicle** as described under 'Insuring clause What we cover'; if:

- **your vehicle** is insured for "Comprehensive Cover" or "Legal Liability, Fire and Theft Cover";
- the **event** which causes the **loss** or **damage** happens during the **period of insurance**;
- the **loss** or **damage** occurs within Australia or its external territories;
- the **loss** or **damage** is not excluded by anything under 'What we exclude';
- the **loss** or **damage** is not excluded by any of the General Exclusions on pages 79 to 83; and
- the **loss** or **damage** is not excluded by any **endorsement**.

## Insuring Clause

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### What we cover

When "Comprehensive cover" is shown on **your policy schedule**, we cover the theft, **loss** of, or **damage** to **your vehicle**:

1. caused by an **event** which happens during the **period of insurance**; and
2. occurs within Australia or its external territories.

When "Legal liability, fire and theft" cover is shown on **your policy schedule** we cover theft, **loss** of, or **damage** to **your vehicle**:

- a) caused by one of the following **events** only which happens during the **period of insurance**:

### What we exclude

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We do not cover:

- **loss** or **damage** to tyres caused by punctures, bursts, road cuts or the application of brakes.
- **loss** or **damage** due to neglect, wear and tear, weathering, rusting, mould, mildew, corrosion or depreciation.
- any **vehicle** accessories other than those:
  - supplied by the manufacturer of **your vehicle** as original equipment;
  - stated within the definition of **vehicle**; or
  - accessories shown in **your policy schedule**.

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## What we cover (continued)

- i) Fire;
  - ii) Explosion;
  - iii) Lightning;
  - iv) Theft or attempted theft;
  - v) Storm (including hail); and
  - vi) If **your vehicle** is insured for "Comprehensive cover",
- b) any other cause;
- c) which occurs within Australia or its external territories.

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## What we exclude

- structural, mechanical, electrical, or electronic failure or breakdown.
- **loss or damage** caused by **you** reckless failure, when safe to do so, to protect, prevent or diminish further **loss or damage to your vehicle** after:
  - it breaks down (including when it overheats);
  - it is **damaged** in an **event**; or
  - **you** have been notified that **your** stolen **vehicle** has been found.

for example, by moving **your vehicle** off the road, using the **vehicle's** hazard lights or advising **us** that **your** stolen **vehicle** has been found so that **we** can arrange for it to be recovered and **you** recognise that failing to take such steps is likely to lead to damage to **your vehicle** and **you** decide not to take steps to avert the risk of damage or take ineffective steps;

- **loss or damage to your vehicle** due to using incorrect fuel or additive.
- **loss or damage to your vehicle's** engine, gearbox or transmission because it was driven in a **damaged** condition after an **event**, unless **you** were not aware this could lead to further damage, or **you** were acting to prevent further **loss or damage** such as driving it from a busy motorway.

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## What we cover (continued)

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## What we exclude

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- **Loss** or **damage** caused by or arising from any person or organisation who lawfully takes possession of **your vehicle**.
  - **loss** or **damage** caused by an **event** which is not fire, explosion, lightning, storm (including hail), theft or attempted theft, if **your vehicle** is insured for 'Legal Liability, Fire and Theft' Cover.
- 

## Extra Covers

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If **your** claim for **loss** or **damage** to **your vehicle** is covered under Part 1, "Insuring Clause – what we cover" of this **policy**, **we** will also pay or provide the following Extra Covers in relation to that claim.

Some Extra Covers only apply to Comprehensive Cover and this is shown in "What we Cover" for the applicable Extra Cover.

**We** will not pay if the **loss** or **damage** is excluded by any of the applicable exclusions (to avoid doubt, including the exclusions in Part 1, Part 2, the General Exclusions on pages 79 to 83 or any **endorsement**).

### 1. New vehicle after total loss

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#### What we cover

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This Extra Cover only applies when:

- **your vehicle** is insured for Comprehensive Cover and is not insured for **agreed value**.

#### What we exclude

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This Extra Cover does not apply if:

- **your vehicle**:
    - has a stock, tanker or vacuum application;
-

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## What we cover (continued)

- **your vehicle** is a motorcycle, car, 4WD utility or van of not more than 2 tonne carrying capacity, trailer or rigid body truck and
- **your vehicle** is a **total loss** because of the **event**.

**We** will replace **your vehicle** with a new replacement vehicle, provided that:

- **you** are the first registered owner of **your vehicle** or **you** purchased **your vehicle** as an 'ex demonstration' model from a licensed motor dealer who was the first registered owner of the **vehicle**;
- the **total loss** occurred less than two (2) years from the date of original registration of **your vehicle**; and
- anyone who financed **your vehicle** provides **us** with written consent;

**We** will:

- a) replace **your vehicle** with a new vehicle of the same make, model and series to **your vehicle** provided a new vehicle is available within ninety (90) days **your vehicle** being declared a **total loss**; or
- b) if one is not available at all within that time, provide **you** with a new vehicle that is available within the time stated above and which is a similar make or model to **your vehicle** (including similar accessories, modifications, tools and spare); and

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## What we exclude

- is a concrete agitator **vehicle**;
  - is a garbage compactor;
  - is a concrete pumping truck or trailer;
  - is any other specialised rigid vehicle body type; or
  - is insured for **agreed value**.
- **we** have made a payment under Extra Cover 12 or Extra Cover 13 of Part 1 of this Policy.

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**What we cover (continued)****What we exclude**

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- c) pay for the initial registration, Compulsory Third Party (CTP) or Motor Accident Injuries (MAI) insurance, delivery charges and stamp duty costs for the new vehicle.

The new vehicle will be covered under this **policy** until this **policy's** expiry date or, if it is cancelled, its cancellation.

If:

- **you** choose not to accept a replacement **vehicle**; or
- an agreement cannot be reached between **us** on a replacement vehicle; or
- a replacement vehicle cannot be provided under (a) or (b) above,

**we** will pay **you** the original purchase price of **your vehicle**, less the **excess** and applicable deductions for unpaid premium, unused registration or CTP or MAI insurance (see 'Settlement Conditions applicable if your vehicle is a total loss' on page 56).

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

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## 2. Personal effects

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### What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

**We** will cover the costs of repair or replacement of **your** or the **authorised driver's personal effects** if they are **damaged** or lost as a result of **your vehicle** being:

- **damaged** as a result of the **event**; or
- stolen as a result of forcible entry to **your vehicle**.

The most **we** will pay under this Extra Cover for any one **event** is \$1,000.

---

### What we exclude

**We** will not pay for **personal effects** insured under another insurance policy, unless **you** entered into that policy in **your** own name.

### 3. Funeral expenses and travel costs

---

#### What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

If **you** or the **authorised driver of your vehicle** sustains a fatal injury during the **event we** will pay:

- a) burial or cremation costs for the deceased driver; and
- b) travel costs within Australia or its external territories for any member of the deceased driver's immediate family to attend the funeral.

This Extra Cover will not be reduced by any accident compensation.

The most **we** will pay under this Extra Cover in total for any one (1) **event** is \$10,000.

---

#### What we exclude

**We** will not pay:

- any claim if the driver of **your vehicle** dies:
  - more than twelve (12) months from the date of the **event** and the death was not caused by the **event**; or
  - because the driver committed suicide.
- any claim if **we** have paid an amount under Extra Cover 4 – 'Personal Accident' of Part 1 of this **policy**.

## 4. Personal accident

---

### What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

**We** will pay under this Extra Cover provided:

- **your vehicle** was being driven by **you** or any **authorised driver**; and
- as a direct and sole result of the **event**, the driver:
  - permanently and totally loses sight in one or both eyes; or
  - permanently and totally loses the use of one or both hands or feet.

The most **we** will pay under this Extra Cover for any one (1) **event** is \$5,000.

**We** will pay the driver.

The driver's entitlement to any benefit under any other insurance or statutory scheme will not reduce any amount payable under this Extra Cover.

---

### What we exclude

**We** will not pay:

- any claim if the permanent and **total loss** happens:
- more than twelve (12) months after the date of the **event**; or
- because the driver attempted to commit suicide; or.
- any claim if **we** have paid an amount under Extra Cover 3 – 'Funeral Expenses' and travel costs of Part 1 of this **policy**.

## 5. Emergency repairs

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### What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

**We** will cover the reasonable costs of **emergency repairs** incurred by **you** if they are necessary to get **your vehicle** to **your** destination or a repairer after the **event**.

The most **we** will pay under this Extra Cover for any one (1) **event** is:

- \$1,000 if **your vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity; or
- \$3,000 if **your vehicle** is any other type of **vehicle** other than specified above.

If **you** need **emergency repairs**, **we** give **you** the authority to arrange these matters on **our** behalf.

**You** should ensure that before the **emergency repairs** are carried out, where reasonably practicable, photographic images of the **damage** are recorded and can be provided to **us** so that **we** can establish the condition of **your vehicle** prior to the repairs. **You** are required to produce reasonable evidence of the costs incurred if **we** ask for them. Reasonable evidence may include tax invoices or receipts.

---

### What we exclude

## 6. Emergency travel

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### What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

**We** will cover the reasonable costs of emergency travel within Australia for **you** or the **authorised driver** and any **vehicle** occupants if **your vehicle** is unroadworthy or unsafe to drive following the **event**, to reach **your** or their intended or revised destination or to return to the point of departure.

If **you** need emergency travel, **we** give **you** the authority to arrange these matters on **our** behalf. **You** are required to produce reasonable evidence of the costs incurred if **we** ask for them. Reasonable evidence may include tax invoices or receipts.

The most **we** will pay under this Extra Cover for any one (1) **event** is \$2,000 in total.

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### What we exclude

## 7. Emergency accommodation

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### What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

**We** will pay the reasonable costs:

- a) for **your** or the **authorised driver's** emergency accommodation if the **event** was more than 100km from **your** home or the **authorised driver's** home and **your vehicle** was unroadworthy or unsafe to drive; or
- b) for temporary accommodation if **your vehicle** is an unregistered on-site caravan and it is **damaged** by an **event**, provided that the unregistered on-site caravan is **your** only home and **you** can't live in it as a result of the **event**.

If **you** need emergency accommodation **we** give **you** the authority to arrange these matters on **our** behalf.

**You** are produce tax invoices or receipts or if not available, other evidence of the costs incurred, for all costs if **we** ask for them.

The most **we** will pay under this Extra Cover for any one (1) **event** is \$2,000.

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### What we exclude

## 8. Removal of debris

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### What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

If **you** are liable to pay the cost of cleaning up or removing goods that have fallen off **your vehicle** because it was in a collision or it overturned, **we** will cover those reasonable costs.

**You** are required to produce reasonable evidence of the costs incurred if **we** ask for them. Reasonable evidence may include tax invoices or receipts.

The most **we** will pay under this Extra Cover for any one (1) **event** is \$25,000.

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### What we exclude

## 9. Vehicle modifications

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### What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

**We** will cover the costs necessary to modify **your vehicle** for any driver of **your vehicle** who is permanently disabled as a result of the **event**.

The most **we** will pay under this Extra Cover for any one (1) **event** is \$5,000.

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### What we exclude

## 10. Towing and storage

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### What we cover

**We** will cover the reasonable costs of towing **your vehicle** to one of the following locations, when as a result of an **event your vehicle** cannot be driven to one of these locations:

- **our** nearest assessing centre;
- a **recommended repairer** that **we** nominate; or
- a repairer **we** agree to; or
- **your** premises or to another repairer if **you** did not obtain **our** agreement prior to the towing.

**We** will also pay the reasonable costs of storing **your vehicle**.

**You** are required to produce reasonable evidence of the costs incurred if **we** ask for them. Reasonable evidence may include tax invoices or receipts.

If **you** withdraw **your** claim or **we** refuse to accept it, **you** must refund **us** any payments for towing or storage **we** have already made if **we** ask **you** to.

---

### What we exclude

**We** do not cover:

- storage costs for any period before **your** claim is lodged (unless it was not reasonably possible for **you** to lodge the claim at the time of the **event**) or after **your** claim is settled or declined and it is reasonably possible to access the storage facility to remove **your vehicle** so as not to incur further storage costs; or
- the costs of towing or storage of **your vehicle** if it is insured for "Legal Liability, Fire and Theft Cover" only and the **event** was not fire, theft or attempted theft.

## 11. Hire vehicle after theft

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### What we cover

**We** will cover

- the cost of hiring a vehicle of similar make and model to **your vehicle** from **our** provider, if **our** provider has such a vehicle available, and is within a reasonable distance of **your** location; or
- the reasonable cost incurred by **you** of hiring a vehicle of a similar make and model to **your vehicle**, if there is no such vehicle available from one of **our** providers within a reasonable distance of **your** location,

if **your vehicle** is stolen and either not found or is found but is not drivable.

**We** will cover this cost for up to thirty (30) days. This cover stops before the thirty (30) day limit if and when:

- **your vehicle** is returned undamaged;
- **we** repair **your vehicle** and return it to **you**; or
- **we** settle your **claim**

**You** are required to produce reasonable evidence of the costs incurred if **we** ask for them. Reasonable evidence may include tax invoices or receipts.

If **you** withdraw **your** claim or **we** refuse to accept it, **you** must refund **us** any payments for the hire vehicle **we** have already made if **we** ask **you** to.

### What we exclude

**We** will not pay:

- any running costs and extras of the hire vehicle, including paying the deposit, security bond, fuel, excess reduction costs and any upgrade costs; or
- any costs for any period **you** continue to use the hire vehicle after this Extra Cover stops.

---

### What we cover (continued)

The most **we** will pay under this Extra Cover for any one (1) **event** is \$3,000.

Please see Additional Benefit 3 – ‘Hire vehicle’ of Part 1 for details of the cover provided when **you** hire a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.

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### What we exclude

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

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### What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover, is not insured for **agreed value** and is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.

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

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

The most **we** will pay under this Extra Cover is 20% of the **market value** of **your vehicle**.

---

### What we exclude

**We** will not pay any claim under this Extra Cover if:

- **your vehicle** is insured for **agreed value**;
- **your vehicle** was purchased via a personal loan or line of credit;
- the **loss** or **damage** to **your vehicle** was caused by fire or theft; or
- **we** have replaced **your vehicle** or made a payment under Extra Cover 1 – ‘New vehicle after total loss’ of Part 1 of this policy.

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

---

#### What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover and is not a **vehicle** referred to in Extra Cover 12 of Part 1 of this policy.

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

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

The most **we** will pay under this Extra Cover is 12.5% of the **insured amount** of **your vehicle**.

---

#### What we exclude

**We** will not pay any claim under this Extra Cover if:

- the **loss of**, or **damage** to **your vehicle** was caused by fire or theft;
- **your vehicle** was purchased via a personal loan or line of credit; or
- **we** have replaced **your vehicle** or made a payment under Extra Cover 1 – ‘New vehicle after total loss’ of Part 1 of this policy.

## Additional Benefits

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If **your vehicle** is insured for Comprehensive Cover, the following Additional Benefits will apply during the **period of insurance**.

All of the general terms, conditions and exclusions of this PDS and terms, conditions and exclusions of this Policy apply to the Additional Benefits (including the basic **excess** applicable to **your vehicle**) unless otherwise specified including, without limitation, the exclusions applicable to Part 1 and Part 2 of this Policy, the General Exclusions on pages 79 to 83 or any **endorsement**.

Note: **You** do not need to make a claim under Part 1 of this Policy to be eligible for these Additional Benefits.

### 1. Two-wheel or box trailer

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#### What we cover

**We** cover **loss** of, or **damage** to, **your** two-wheel or box trailer that **you** own while it is attached or being towed by **your vehicle** caused by an **event** during the **period of insurance**.

The most **we** will pay under this Additional Benefit for any one (1) **event** is \$2,000.

Note: If **we** agree, **you** can insure **your** trailer for more than \$2,000 if **you** insure it as a separate insured **vehicle** under **your policy**.

#### Excess

No **excess** is applicable for any claim under this Additional Benefit.

---

#### What we exclude

**We** will not pay any claim under this Additional Benefit if **your** two-wheel or box trailer is insured as a separate **vehicle** under **your policy**.

## 2. Locks and key

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### What we cover

**We** cover the cost of replacing the keys or re-coding **your vehicle's** locks if during the **period of insurance**, the keys to **your vehicle**:

- have been stolen (even if **your vehicle** was not);
- have been **damaged** or lost after an **event** as a result of which **we** have paid a claim under Part 1 of this Policy; or
- may have been duplicated and there is reasonable grounds to believe so.

The most **we** will pay under this Additional Benefit is \$5,000 for any one (1) **event**.

### Excess

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

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### What we exclude

### 3. Hire vehicle

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#### What we cover

#### What we exclude

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

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

The most **we** will pay under this Additional Benefit for any one (1) **event** is:

- in respect of (a) above, up to \$40,000 in total for the theft, **loss** or **damage** to the hired vehicle; or
  - in respect of (b) above, the hire vehicle **excess**.
-

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### What we cover (continued)

### What we exclude

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Note: Please refer to pages 70 to 71 of this **policy** for how **we** will settle any other claim for **your legal liability** under this Additional Benefit.

**Legal liability** has the meaning shown in Part 2 – Legal Liability of this Policy on page 61.

#### Excess

**You** must pay **us** an **excess** of \$500 (unless another amount is specified in any **endorsement** in which case that amount applies) for any claim under this Additional Benefit.

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## 4. Recovery costs – no damage

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### What we cover

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

**You** are required to produce reasonable evidence of the costs incurred if **we** ask for them. Reasonable evidence may include tax invoices or receipts.

The most **we** will pay under this Additional Benefit for any one (1) event is \$5,000 for each.

#### Excess

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

---

### What we exclude

**We** will not pay any claim where **your vehicle** is immobilised, bogged or stranded solely as a result of **vehicle** failure or breakdown.

This Additional Benefit does not cover any recovery costs after **your vehicle** has been removed to a place of safety.

## 5. Theft of certain vehicle accessories

---

### What we cover

**We** cover the reasonable cost to replace any of the following accessories that would normally be attached to or in or on **your vehicle** if they are stolen during the **period of insurance**, even if the theft occurs while they are not attached to **your vehicle** or if they are not shown on **your policy schedule**:

- Buckets
- Chain trencher
- Hammer
- Laser
- Pallet forks
- Post hole borer
- Ramps
- Ripper
- Rock breaker
- Sweeper.

Please refer to General claims conditions on pages 21 to 27 for details of what information **we** may ask for to support **your** claim for these accessories.

### Excess

**You** must pay the basic **excess** applicable to **your vehicle** for any claim under this Additional Benefit unless **you** have already paid the **excess** applicable to **your vehicle** because it was also stolen in the **event**.

### What we exclude

**We** will not cover theft of the accessories listed in the “What we cover” section of this Additional Benefit if upon request by **us**:

- a) **you** do not give **us** reasonable evidence of the value of accessory so that **we** can establish that the **insured amount** reflects the **value of your vehicle** plus the accessories; or
- b) **you** cannot provide reasonable proof that **you** owned the accessories.

Reasonable evidence or proof may include photographs, sales receipts, tax invoices, accounts and bank or credit card statements that provide a description of the accessory and show the purchase price, date and location.

## 6. Vehicles being test driven by you

---

### What we cover

If a vehicle (not exceeding 2 tonnes) is being demonstrated to **you** or test driven by **you** or **your authorised driver** during the **period of insurance**, **we** will cover **your legal liability** for:

- theft, **loss** of or **damage** to that vehicle; and
- another person's **personal injury** or **property damage** in connection with the use of that vehicle.

The most **we** will pay in total under this Additional Benefit for liability for theft of, **loss** or **damage** to the demonstration or test driven vehicle is \$100,000.

The most **we** will pay under this Additional Benefit for another person's **personal injury** or **property damage** in connection with the use of that vehicle is the amount set out in 'Limits to what we pay' in Part 2 of this Policy.

Please refer to pages 70 to 71 of this **policy** for how **we** will settle any other claim for **your legal liability** under this Additional Benefit.

**Legal liability** has the meaning shown in Part 2 – Legal Liability of this Policy on page 61.

### Excess

No **excess** is payable for any claim under this Additional Benefit.

### What we exclude

**We** will not pay if the demonstration or test driven vehicle is:

- a customer's vehicle; or
- being test driven for the purpose of repair, restoration or modification.

## 7. Non-owned trailer in control

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### What we cover

If **your vehicle** is a rigid body truck of 2 tonne carrying capacity or more, **we** will cover **loss** of, or **damage**, occurring in the **period of insurance** to a trailer **you** do not own, lease or hire when:

- the trailer was in **your** legal possession or control at the time the **loss** or **damage** occurred; and
- **you** or an **authorised driver** was using the trailer in conjunction with **your vehicle**.

The most **we** will pay under this Additional Benefit is for any one (1) **event** \$50,000, regardless of the number of trailers **your vehicle** may have under its control at the time of the **event**.

### Excess

**You** must pay **us** an **excess** of \$2,500 (unless another amount is specified in any **endorsement** in which case that amount applies) for any claim under this Additional Benefit. This **excess** is additional to any **excess** payable for **your vehicle**.

---

### What we exclude

**We** will not pay for **loss** or **damage** to goods or property being carried in the trailer.

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## How we settle a claim under Part 1

If **your** claim is covered under Part 1 of this Policy, **we** will either pay **you** for a **partial loss** or a **total loss**.

This is determined by whether **your vehicle** would be uneconomical or unsafe to repair, including where the combined repair costs and salvage value are likely to be more than the **value of your vehicle** or when **your vehicle** has been stolen and not recovered within fourteen (14) days of its theft and **we** accept **your** claim for theft of **your vehicle**. **We** will

also have regard to the law in relation to what is considered a write off that applies in **your** State or Territory when determining whether **your vehicle** is to be written off.

If a claim for **legal liability** is covered under any Additional Benefit in this Part, the “Limits to what we pay” in Part 2 will apply, unless specified otherwise.

## **Total loss**

If **your vehicle** is a **total loss** and the conditions applying to Extra Cover 1 – New vehicle after total loss are met, **we** will settle **your** claim with a new replacement vehicle or by a payment, as provided for in Extra Cover 1.

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

### **A) Market Value or Insured amount**

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

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

For example, where the **insured amount** of **your vehicle** is shown in the **policy schedule** as \$60,000 and **your vehicle** is involved in an **event** that could lead to **your vehicle** being declared a **total loss**, it will be examined and details recorded such as general condition, fixtures, fittings and kilometres travelled. If, due to the poor condition of **your vehicle**, excessive kilometres travelled, wear and tear and rust the **market value** is calculated as \$40,000, **we** will pay **you** this lesser amount.

In the case of additional vehicles that are not shown on **your policy schedule** what **we** pay is as set out under ‘Cover for additional vehicles’ on pages 30 to 31.

The **insured amount** of **your vehicle** includes accessories within the definition of **vehicle** plus any agreed accessory specified in **your policy schedule**.

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

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

## B) Agreed value

If the **vehicle** is shown on **your policy schedule** as having '**agreed value**', **we** will pay **you** the **agreed value**.

The **agreed value** for **your vehicle** includes accessories within the definition of **vehicle** plus any agreed accessory shown on **your policy schedule**.

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

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

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

**We** will not deduct any **input tax credit** from the amount of the **agreed value** specified in **your policy schedule**.

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

## Settlement conditions applicable if your vehicle is a total loss

**We** will deduct any unpaid premium from any amount that **we** pay **you** for a **total loss**.

**Your vehicle** or salvage of **your vehicle**, including any unexpired premium, registration and Compulsory Third Party (CTP) and Motor Accident Injuries (MAI) insurance (unless the law requires otherwise), becomes **our** property when **we** pay **you** for the **total loss**. Where **you** are entitled or required by law to obtain a refund for unused registration or CTP or MAI insurance, **we** will deduct those amounts from what **we** pay **you** for the **total loss**. If **we** are unable to collect any unexpired registration or CTP or MAI insurance **ourselves**, **you** must provide reasonable assistance to help us do so if **we** ask.

If another party (e.g. a financial provider) has an interest in **your vehicle** and **your vehicle** is a **total loss**, **we** pay them (instead of **you**) what **you** owe them up to the amount **you** are entitled to under this Policy. If this amount is less than the full amount payable under this Policy, **we** pay **you** the balance.

When **you** make a claim and another party (e.g. a financial provider) is entitled to the salvage of **your vehicle**, **we** will pay **you** or them the **insured amount** shown on **your policy schedule**, less **our** estimate of the salvage, less any **excess** and unpaid premium.

For an example of how **we** settle a **total loss** claim, see pages 84 to 86 of this Policy.

## Partial loss

If **your vehicle** is a **partial loss**, **we** will do the following (depending on the exact circumstances of the claim):

- repair the **damage** or replace the **damaged** parts of **your vehicle** using a recommended repairer or **you** may choose **your** own repairer. If **you** choose **your** own repairer **we** will authorise repairs for the amount of the **assessed quote** from **your** repairer;
- pay **you** the amount of the **assessed quote** from a **recommended repairer** when a **recommended repairer** is able to complete the repair of the **damage** or replace the **damaged** parts of **your vehicle**, but **you** request a cash settlement; or
- pay **you** the amount of the **assessed quote** from **your** repairer if a **recommended repairer** cannot complete the repair of the **damage** or replace the **damaged** parts of **your vehicle** or if **we** do not authorise repairs based upon **your** repairer's quote.

If **we** settle **your** claim by paying **you** the amount of the **assessed quote**, and **you** do not carry out the repairs to **your vehicle**, it may lead **us** to reduce or refuse to pay any subsequent claim by **you** in respect of that particular **vehicle**.

## Choice of repairer and parts policy

If **your vehicle** is a **partial loss**, **we** can arrange the repair of **your vehicle** with a **recommended repairer** if one is available, or alternatively **you** can choose **your** own repairer and **we** will authorise repairs for the amount of the **assessed quote** from **your** repairer.

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

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

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

- authorise the repair of **your vehicle** to the same or reasonably similar condition and standard immediately before the **event**;
- except for windscreens and window glass, authorise only the use of new parts or where available, parts which are consistent with the age and condition of **your vehicle** (which may include using reusable parts where available);

- replace **damaged** windscreen or window glass with glass which may not be produced by the original manufacturer but will meet Australian Design Rules;
- authorise only the use of manufacturer's approved parts if **your vehicle** is under warranty, but not when **your vehicle** has an extended warranty or for windscreen;
- if the same part as a **damaged** part is not available, give **you** the option to accept the **market value** of the obsolete part or to use an equivalent part (if available) to complete the repair. Where the **damaged** or equivalent part is not available and **your vehicle** cannot be safely repaired, **we** will declare **your vehicle** a **total loss**; and
- guarantee the quality of materials and workmanship in respect of the repairs for the life of the **vehicle**. See 'Lifetime guarantee for repairs' below.

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

If **you** choose **your** own repairer and **we** do not authorise repairs the amount of the **assessed quote** from **your** repairer **we**:

- will pay **you** an amount equal to the **assessed quote** from **your** repairer; and
- will not provide any guarantee for the quality of materials and workmanship in respect of the repairs.

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

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

If **we**:

- a) pay **you** the amount of the **assessed quote** from a **recommended repairer** because a **recommended repairer** is able to complete the repairs or replace the **damaged** parts of **your vehicle** but **you** have requested a cash settlement; or
- b) pay **you** the amount of the **assessed quote** from **your** repairer because a **recommended repairer** cannot complete the repairs or replace the **damaged** parts of **your vehicle**,

**we** also do not authorise the repairs. **We** will not provide any guarantee for the quality of materials and workmanship in respect of the repairs.

## Contribution to repair work

**You** may have to contribute to the cost of replacing or repairing tyres, engines, accessories, paintwork, bodywork, radiators, batteries, interior trims, or caravan annexes affected by neglect, wear and tear, weathering, rust, mould, mildew or corrosion ('pre-existing damage'). How much **you** are required to contribute will depend on how affected by such pre-existing damage these items were when the **damage** happened.

If **you** do not want to contribute to this cost and the repairs cannot be carried out due to the pre-existing damage, instead of carrying out the repairs:

- a) if **we** have obtained a quote from a **recommended repairer** (and **you** have not obtained a quote from **your** repairer) **we** will pay **you** the amount of the **assessed quote** from our repairer, excluding the cost to replace or repair the pre-existing damage; or
- b) if **you** have obtained a quote from **your** repairer that includes the cost to replace or repair the pre-existing damage **we** will pay **you** the amount of the **assessed quote** from **your** repairer excluding the cost to replace or repair the pre-existing damage.

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

For an example of how **we** settle a **partial loss** claim, please see pages 87 to 88 of this **policy**.

## Part 1 – Policy conditions

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### Lifetime guarantee for repairs

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

The parts used in any lifetime guarantee repairs to a **vehicle** will be the same as those described in 'Choice of repairer and parts policy' above. If **you** are concerned about the quality of the repairs to a **vehicle**, **you** must contact **us** and make **your vehicle** available to **us**. **You** must not authorise any rectification work without **our** written authority.

**We** will inspect the repair and arrange any necessary rectification work.

If, it would not be safe or economical to carry out the rectification work required, **we** will declare the **vehicle** a **total loss** and pay **you** an amount under (A) – 'Market value or insured amount' or (B) – 'Agreed Value' (see pages 55 to 56), whichever applies to **your vehicle**.

If **we** pay **you** the amount of the **assessed quote we** do not authorise repairs and **you** will not be entitled to the lifetime guarantee on repairs that **we** do not authorise.

## Vehicle identification

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

## Underinsurance condition

If at the time of the **event** which caused the **loss** or **damage** to **your vehicle**, **your vehicle** was insured for less than 80% of its **market value** and because of the **event your vehicle** is:

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

For an example of how **we** settle a **partial loss** claim where the underinsurance condition applies, please see pages 88 to 89 of this **policy**.

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

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

## Part 2 – Legal liability

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

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

### What is legal liability?

**Legal liability** means that:

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

are legally responsible to pay compensation for:

- a) **loss** of or **damage** to **property** owned or controlled by someone else; or
- b) **personal injury** to another person (but only where the **legal liability** is not covered or capable of being covered by any compulsory third party insurance or public liability insurance, unless **you** entered into that public liability insurance policy in **your** own name),

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

**You** can claim for **your legal liability** as described under 'Insuring Clause – What we cover' if:

- The **legal liability** is not expected or intended and the insured **event** occurs during the **period of insurance** in Australia or its external territories;
- It is not excluded by anything under 'What we exclude';
- It is not excluded by the General exclusions on pages 79 to 83; and
- It is not excluded by any **endorsement**.

## Insuring Clause

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### What we cover

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

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

### What we exclude

**We** will not cover any liability:

- for anything excluded by any other "What we exclude" section in Part 1 or Part 2 of this Policy;
  - which is a direct or indirect result of discharge or escape of **contaminants or pollutants** or **dangerous goods** from **your vehicle** unless they are substances **you** are legally allowed to carry;
  - for **loss** of, or **damage to property you** own, control or are responsible for, or which belongs to someone who normally lives with **you**. However, this exclusion will not apply to **your legal liability** for **damage** to motor vehicles belonging to an **employee** or visitor which occurs within the confines of a private car park owned or operated by **you**;
  - for **personal injury** to anyone who was **your employee** at the time of the **event**;
  - for **personal injury** if **you** were or anyone else was required by law to have insurance for compensation, **damages** or similar insurance for such injury (e.g. compulsory third party insurance or workers compensation required by law);
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## What we cover (continued)

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## What we exclude

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- for **personal injury** where there is another insurance policy in force (i.e. public liability insurance policy) covering or which is capable of covering such liability, unless **you** enter into that **policy** in **your** own name;
  - for **personal injury** if **your vehicle** is registered in the Northern Territory of Australia;
  - where **you** or another of the persons named above in this section cause **your** or their own **personal injury**, or if **you** injure or cause the death of someone who normally lives with **you** or them;
  - arising because **you**, an **authorised driver** of **your vehicle** or, a passenger in **your vehicle** agreed to accept liability;
  - arising from any agreement **you** or anyone insured under this **policy** has entered into, unless **legal liability** would have applied anyway;
  - for **personal injury** if at the time of the **event your vehicle** was being used as a show, carnival or festival attraction, parade float or for any similar activity;
  - if at the time of the **event your vehicle** was being driven or used at, in or on any **aircraft** hangar or any part of an airport or airfield used by **aircraft** for loading, unloading, taxiing, takeoffs or landings;
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## What we cover (continued)

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## What we exclude

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- resulting from the use of **your vehicle** if it was unregistered at the time of the **event**, unless **your vehicle** is an unregistered on-site caravan;
  - in respect of fuel contamination caused by **you** delivering:
    - the incorrect type of fuel; or
    - the fuel to the incorrect place.
  - for **damage to property** resulting from an **event** arising out of the use of **your vehicle** while it is digging, excavating, boring or drilling. However, **we** will pay if **your vehicle** is being used for the sole purpose of travelling to or from any work site or transporting or carting goods at the time of the **event** and is not being used at the time of the **event** for any other purpose including any specific activity for which the **vehicle** was designed;
  - to pay fines or punitive, exemplary or aggravated damages;
  - arising directly or indirectly from:
    - the transportation, distribution, and/or storage of asbestos; or
    - any material containing asbestos or any process of decontamination, treatment or control of asbestos.
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## What we cover (continued)

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## What we exclude

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For the avoidance of doubt, the above asbestos exclusions only apply to personal injury arising in consequence of inhalation or physical exposure to any type of asbestos fibre or its derivative, and to loss or damage to property due to the presence of asbestos.

- for **personal injury** or **loss** of, or **damage to property**, arising directly or indirectly out of the actual, alleged or threatened discharge, seepage, dispersal, migration, release or escape of **contaminants or pollutants**:
  - into or upon any property, land, the atmosphere, water course or body of water (including ground water); or
  - caused by any product or physical liquid item that has been discarded, dumped, abandoned or thrown away by **you, your employee**, other person under **your** control or by others.

However, this exclusion does not apply to Additional Benefit 3 – Pollution of Part 2 of this Policy.

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## Additional Benefits

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We will also pay or provide the following Additional Benefits in this **policy**, subject to the **policy** terms and conditions, the General Exclusions on pages 79 to 83 and including the exclusions in Part 1 and Part 2 of this Policy and any **endorsement**. The **event** giving rise to the **legal liability** must not be expected or intended.

### 1. Damage by uninsured drivers

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#### What we cover

If **your vehicle** is insured for **Legal Liability**, Fire and Theft Cover or Legal Liability Only, **we** cover **loss** of, or **damage** to, **your vehicle** during the **period of insurance** as a result of a collision with another **vehicle** driven by an uninsured driver within Australia or its external territories.

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

**We** only pay if:

- **you** show the collision was the fault of the uninsured driver; and
- the name and address of the person at fault and the registration number of the vehicle involved are provided.

#### What we exclude

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**We** will deduct:

- any **excess** that applies; and
- the residual value of the **vehicle** as determined by **our** assessor if it is not repairable (when **you** keep the **damaged vehicle**).

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**What we cover (continued)****What we exclude**

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The most **we** will pay under this Additional Benefit for **loss** of, or **damage** to, **your vehicle** in total in any one (1) **period of insurance** is \$5,000 or the **market value** of **your vehicle** (whichever is less).

If due to the circumstances of the accident, **you** are unable to obtain the name and address of the person at fault and/ or the registration number of the vehicle involved, please contact **us** on 13 22 44.

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## 2. Emergency services

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**What we cover****What we exclude**

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

- fire brigade or authority for the purpose of fire extinguishment or other emergency response; and/or
  - police force.
-

### 3. Pollution

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#### What we cover

**We** will cover **your legal liability** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of **contaminants or pollutants** into or upon any property, land, the atmosphere, water course or body of water (including ground water), where such discharge, dispersal, release or escape:

- is caused by or in connection with the operation, ownership, possession or use by **you** or on **your** behalf of any **vehicle**;
- is caused by a sudden identifiable, unintended and unexpected **event**;
- takes place in its entirety at a specific point in time during the **period of insurance** and within Australia or its external territories; and
- does not relate to any property, land, air, water course or body of water which **you** own, occupy or have in **your** custody or control.

**We** will also cover the clean-up or removal costs if they are caused by such an **event** within Australia or its external territories.

The most **we** will pay for **your legal liability** under this Additional Benefit is \$500,000 in total in any one (1) **period of insurance**.

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#### What we exclude

**We** will not pay if the **contaminants** or **pollutants** are **dangerous goods**.

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

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### What we cover

If **your vehicle** is an unregistered onsite caravan, **we** will cover **your legal liability** caused by **your** use or occupation of the unregistered on-site caravan during the **period of insurance** in Australia or its external territories.

### What we exclude

**We** will not pay for:

- amounts **you** must pay which are covered, or should be covered, by Medicare, workers compensation or another government scheme or arrangement, or private medical insurance; or
  - **loss** or **damage** to the unregistered on-site caravan unless the caravan is an insured **vehicle** and **we** have accepted a claim for it under Part 1 of this Policy.
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## 5. Non-owned vehicle liability

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### What we cover

**We** will cover **your legal liability** as set out in Part 2 of this Policy, in respect of any vehicle not owned or supplied by **you** while that vehicle is being used or driven by **you** or an **authorised driver** in connection with **your business** during the **period of insurance** in Australia or its external territories.

### Excess

**You** must pay **us** an **excess** of \$500 for each claim under this Additional Benefit.

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## 6. Legal liability for caravans and trailers

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### What we cover

**You** are covered for **your legal liability** as a result of:

- the actions of a caravan or trailer while it is being towed by **your vehicle**;
- a caravan or trailer running out of control after separating from **your vehicle** while **your vehicle** is moving; or
- another vehicle colliding or acting to avoid a collision with:
  - property falling off a caravan or trailer while it is being towed by **your vehicle**; or
  - property being loaded or unloaded from a caravan or trailer attached to **your vehicle**,

during the **period of insurance** in Australia or its external territories.

### Excess

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

---

### What we exclude

**We** do not cover **loss** or **damage** to:

- the caravan or trailer unless it is a **vehicle** insured under Part 1 of this **policy**; or
- the property which is loaded or unloaded from or which falls from the caravan or the trailer.

**We** do not cover the cost to remove the trailer or caravan debris, unless the caravan or trailer is an insured **vehicle** and the claim for **loss** of or **damage** to the caravan or trailer is covered under Part 1 of this **policy**.

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## How we settle a claim under Part 2

If a claim for **legal liability** is covered under Part 2 of this Policy, **we** will pay:

- the compensation;
- legal costs and expenses if **we** have first agreed to pay these costs;
- costs and charges reasonably and necessarily incurred by **you** in removing or cleaning up debris, unless stated otherwise; and

- costs and charges reasonably and necessarily incurred to extinguish a fire that **your vehicle** has caused.

**We** will also pay legal costs to represent **you** or any other person covered under this Policy at any inquest, court proceedings or other inquiry in relation to a claim which may give rise to **you** being legally liable and where such liability is or would be covered under this Policy including under any Additional Benefits, if **we** have first agreed to pay these costs.

For an example of how **we** settle a liability claim, see pages 89 and 90 of this policy.

## Limits to what we pay

The most **we** will pay for all claims for **legal liability** to pay compensation for **personal injury** or **damage to property** covered under Part 2 of this Policy, arising directly or indirectly from one (1) **event** is \$50,000,000 (unless another amount is shown on **your policy schedule**) but restricted to:

- \$1,000,000 for any one (1) **event** occurring within the external territories of Australia, but only in respect of the death or bodily injury to another person;
- \$1,000,000 (unless another amount is shown on **your policy schedule**) where **your vehicle** is being used for the transportation of **dangerous goods** or is attached to, or is towing, a **vehicle** used for the transportation of **dangerous goods**; and
- \$500,000 during the **period of insurance** in respect of all claims under Additional Benefit 3 – Pollution of Part 2 of this Policy Section.

These amounts include all legal costs and expenses and any debris clean-up costs and fire extinguishment costs covered under this **policy**.

These limits are inclusive of, and are not in addition to, any amount **we** pay for **legal liability** under any Extra Cover, Additional Benefit or Optional Insurance (both Parts 1 and 2 of this Policy) or **endorsement** unless a lower limit is specified in the Extra Cover, Additional Benefit or Optional Insurance (both Parts 1 and 2 of this Policy) or any **endorsement**.

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

# Optional Insurance

We provide the following Optional Insurance when requested by **you**, when **you** pay any additional premium required and when shown on **your policy schedule**, subject to the General Exclusions, the exclusion in any 'What we exclude' section in Part 1 or Part 2 of this **policy** and any **endorsement**.

## 1. Windscreen excess waiver

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### What we cover

### What we exclude

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

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

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## 2. Rental vehicle after accident

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### What we cover

- a) If **your vehicle** cannot be driven or is in need of repair following **loss** or **damage** as a result of the **event** (other than theft) covered under Part 1 of this Policy, **we** will pay the cost of hiring a replacement vehicle that is a similar make and model to **your vehicle** from our provider, if our provider has such a vehicle available, and is within a reasonable distance to **your** location; or
- b) if a similar make and model is not available from **our** provider, reimburse **you** for the cost of hiring a replacement vehicle that is a similar make and model, from the date **your vehicle** is left at the repairers.

The most **we** will pay under this Optional Insurance for any one (1) **event** is \$1,500.

Please see:

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

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

---

### What we exclude

**We** will not pay:

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

### 3. Protected No Claim Bonus

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#### What we cover

Where a **penalty claim** would affect **your** no claim bonus, it will not be affected for a **vehicle** provided that **you** have not made a previous **penalty claim** for an **event** occurring in the **period of insurance** for that same **vehicle**.

#### What we exclude

This Optional Insurance does not apply:

- if **your vehicle** is not a car, utility, 4WD or van of not more than 2 tonne carrying capacity; and
  - unless **you** are entitled to a maximum No Claim Bonus for **your vehicle**.
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### 4. Damage to towed vehicles

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#### What we cover

If **your vehicle** is a registered tow truck, **we** cover all amounts **you** become legally liable to pay for **loss** of, or **damage** to, any vehicle being towed, retrieved or carried by **your vehicle**, in the **period of insurance** in Australia or its external territories caused by an **event**.

The most **we** will pay under this Optional Insurance for any one (1) **event** is \$150,000 for **loss** of, or **damage** to, any **vehicle(s)** being towed, retrieved or carried by **your vehicle**.

---

#### What we exclude

**We** will not pay if **your vehicle** and the vehicle being towed, retrieved or carried are being operated contrary to any law or regulation relating to the use of a tow truck.

# Excess

An **excess** is the amount **you** will have to pay for each **event** when **you** make a claim under this Policy, unless stated otherwise. Please refer to General Claims Condition – Paying your excess on pages 23 to 24 for information about the options for paying the **excess**.

**Excesses** are cumulative. For each **event**, or series of events arising from the one (1) originating cause, **you** will bear the amount of the **excess** in respect of each and every insured **vehicle**, unless stated otherwise. **You** might have to pay more than one type of **excess** when **you** claim.

Under Extra Cover 10 – Towing and storage of Part 1 of this Policy, if **you** withdraw a claim or **we** refuse to accept it **you** do not have to pay an **excess**, however **you** must refund any towing or storage costs **we** have incurred if **we** ask **you** to.

Under Extra Cover 11 – Hire vehicle after theft of Part 1 of this Policy, if **you** withdraw a claim or **we** refuse to accept it **you** do not have to pay an **excess**, however **you** must refund any hire costs **we** have incurred if **we** ask **you** to.

Under Additional Benefit 6 – Legal liability for caravans and trailers of Part 2 of this Policy, the **excess** that applies is the one applicable to **your vehicle**.

The basic **excess** is shown on **your policy schedule**. The amounts for any other **excesses** (or where the amounts can be found in this policy) are detailed below on pages 76 to 78. **You** might have to pay more than one type of **excess** when **you** claim. **You** must pay the **excesses** in full.

## When your excess will be waived if the driver of your vehicle is not at fault

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

- another **vehicle** is involved in the **event**, and the driver of **your vehicle** is not at fault and **you** provide the name and address of the other driver at fault and the registration number of the other vehicle; or
- no other vehicle is involved in the **event**, and the driver of **your vehicle** is not at fault and **you** provide the name, address and phone number of the person at fault.

A failure to provide this information means **we** will not be able to waive **your excess**. It does not otherwise impact the cover under **your policy** for **loss** or **damage to your vehicle** under this Policy. However, if **your vehicle** is insured for **Legal Liability**, Fire and Theft or Legal

Liability only, then cover for **loss or damage to your vehicle** under Additional Benefit 1 – Damage by uninsured drivers of Part 2 of this Policy is only provided if **you** provide the name and address of the at fault driver and the registration number of the vehicle involved.

## Types of excesses

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### Basic excess

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

### Age or inexperienced drivers excess

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

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

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

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

## Tipping excess

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

## Theft excess

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

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

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

## Endorsement excess

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

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

## Radius excess

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

The radius **excess** is:

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

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

### **Additional Benefit excesses**

An **excess** of \$500 applies to any claim under Part 1, Additional Benefit 3 – Hire Vehicle of this Policy Section (unless another amount is shown on any **endorsement** in which case that other amount applies).

An **excess** of \$2,500 applies to any claim under Part 1, Additional Benefit 7 – Non-owned trailer in control of this Policy Section. This **excess** is additional to any **excess** payable for **your vehicle**.

An **excess** of \$500 applies to any claim under Part 2, Additional Benefit 5 – Non-owned vehicle liability of this Policy Section.

### **Application of excess involving trailer and towing vehicle**

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

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

# General exclusions

**You** are not covered under this **policy**:

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

However, **we** will cover **you**:

- if **you** or one of **your** directors or a shareholder holding more than 15% of shares in **you** (in the event **you** are a company) were not the driver or person in charge of **your vehicle** at the time of the **event** and **you** can satisfy **us** that **you** did not know, and could not have reasonably known, of any of the above circumstances; or
- if and to the extent that it can be demonstrated that the alcohol, drugs or medication intake did not contribute to the **event**.

If **we** pay a claim, **we** can recover those costs from the person who was driving or in charge of **your vehicle**, unless the law prohibits recovery by **us**.

- if **you** or an **authorised driver**, with **your** knowledge or consent, does something or neglects to do something that is not in accordance with this **policy** or does not give **us** the reasonable information or assistance that **we** ask for in respect of a claim;
- for theft of or malicious **damage** to **your vehicle** when anyone insured under this **policy** has not taken care to prevent this **loss** or **damage**, by:
  - ensuring the **vehicle** was locked whilst parked or otherwise unattended;
  - ensuring the **vehicle** was parked in a garage/car-port if available; or
  - ensuring goods and valuables inside the **vehicle** are hidden and out of sight;
- for the following financial and non-financial **loss** or extra costs following **loss** or **damage** to **your vehicle** covered by this **policy**:

- **loss** caused by delay, confiscation or detention, for example by customs or another lawful authority;
  - lack of market or lack of any type of performance;
  - **loss** occurring because **you** cannot use **your vehicle**;
  - reduction of **your vehicle**'s value (including its trade-in or resale value) after being repaired;
  - reduction of **your vehicle**'s working life;
  - **loss** of income or wages, medical expenses or **loss** related to stress or anxiety, unless part of a claim for compensation against **you** for which **your legal liability** is covered under this **policy**;
  - professional, expert, legal consulting or valuation costs, cleaning costs, travel costs or other types of costs because **you** cannot use **your vehicle**, unless expressly covered by this **policy**; or
  - **loss** or costs, including the costs of **your** time to prove **your loss** or **damage** to help **us** with **your** claim.
- for **loss** of, or **damage** to, a drill rod or bit attached to **your vehicle** while the drill rod or bit is being used for its designed purpose. For the purposes of this exclusion, a drill rod or bit includes any part attaching to or forming part of the drill rod or bit including but not limited to pipes, guides, filters, gaskets, plugs, caps, beacon housings, tool heads, nozzles and/or any other electronic mechanism;
  - for the cost to repair or replace burnt out electric motors or wiring of appliances in **your** caravan;
  - for **damage** to **your** caravan, caravan annexe, trailer or **personal effects** caused by biting, chewing or scratching by an animal or bird;
  - for **damage** to **your** caravan, caravan annexe or **personal effects** caused by any tenant;
  - if **your** unregistered on-site caravan is unoccupied for sixty (60) consecutive days. (If **you** want cover over sixty (60) days, **you** need to ask **us** for an extension of time and **we** must agree in writing. **We** might charge an extra premium or impose special terms);
  - for **loss** or **damage** to **your** caravan caused by the sea or rising water, but not rainwater runoff;

- for **loss** or **damage** or **legal liability** caused or contributed to, by or arising from or involving any actual or threatened use, existence or release of biological, bacterial, infectious, viral, germ, chemical or poisonous **contaminants or pollutants** or any looting or rioting following these occurrences (except for any cover provided under Additional Benefit 3 – Pollution of Part 2 of this **policy**), or the action taken by a public authority to prevent, limit or remedy the actual or threatened release of any such materials;
- for theft by anyone who has hired or leased **your vehicle** or who has taken it as security for a debt;
- for any **loss, damage** or **legal liability** caused by any person or organisation who lawfully destroys or takes away **your** ownership or control of any property or **vehicle** covered under this **policy**;
- for any **loss, damage** or **legal liability** which happens before the **period of insurance** or which arises from an **event** before the **period of insurance** starts unless specifically stated otherwise;
- for an **event** that occurs outside Australia or its external territories;
- for **loss, damage** or **legal liability**, if another person is, or could have been, liable to compensate **you** for such **loss, damage** or **legal liability**, but **you** have agreed with that person either before or after the **loss, damage** or **legal liability** occurred that **you** would not seek to recover any moneys from that person;
- if the **event** that is the subject of the claim was intentionally or recklessly caused by **you** or the driver of **your vehicle** or someone acting with **your** or their express or implied consent;
- if the **event, loss, damage** or **legal liability** is excluded by any **endorsement**;
- if, at the time of an **event, your vehicle** was **damaged**, unsafe or unroadworthy.  
However, **we** will cover **you**, if the **damaged**, unroadworthy or unsafe condition of **your vehicle**:
  - did not cause or contribute to the **loss, damage** or **legal liability** being incurred; or
  - could not reasonably have been detected by **you**;
- if, at the time of an **event, your vehicle** was:
  - being used in a race, contest, trial, test, hill climb or any similar activity;
  - being used on a competition race track, circuit, course or arena;

- being used by **you** for illegal purposes (such as a criminal act) by **you** or for which **you** gave encouragement, assistance or consent (either expressly or impliedly);
- carrying passengers for payment or reward unless it was a carpool, childcare arrangement or fare paying passenger bus;
- carrying more passengers than it was designed for, or than the driver is permitted to carry by law ;
- conveying, towing, lifting or carrying a load not secured according to law or more than that which it was designed to convey, tow, lift or carry;
- being used to move **dangerous goods** or substances that pollute or contaminate unless this was done legally;
- travelling on railway lines; or
- being operated, transported or driven in an underground mine or mining shaft (but **we** will cover **you** if **your vehicle** was being used for open cut mining).
- for **theft** of or **damage** to **your vehicle** if the **vehicle** is left unattended, unlocked and with the keys left in the **vehicle**.
- for **loss** or **damage** or **legal liability** caused or contributed to, by or arising from any:
  - i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **electronic data**;
  - ii) error in creating, amending, entering, deleting or using **electronic data**; or
  - iii) total or partial inability or failure to receive, send, access or use **electronic data** for any time or at all,

from any cause whatsoever, regardless of any other contributing cause or **event** whenever it may occur.
- for any **loss, damage** or **legal liability** directly or indirectly caused by, or arising from, or in consequence of, or contributed to by:
  - ionising radiations or contamination by radioactivity from any nuclear fuel or waste from the combustion or fission of nuclear fuel;
  - the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it; or
  - nuclear weapons material.

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

- for any **loss, damage** or **legal liability** directly or indirectly caused by, or arising from, or in consequence of, or contribution to by
  - revolution, hostilities, war or other acts of foreign enemy, war like activity (whether war is declared or not), military coup, hostile acts of sovereign or government state-sponsored entities;
  - for expropriation including lawful seizure, resumption, confiscation, nationalisation, destruction or damage to property by or under the order of any government or public or local authority or any looting or rioting following these events; or
  - any looting or rioting following these events stated above;
- for **personal injury, damage to property, legal liability, loss, damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:
  - with any **act of terrorism** regardless of any other cause or **event** contributing concurrently or in any other sequence to the **personal injury, damage to property, legal liability, loss, damage**, cost or expense; or
  - any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- despite any provision of this policy, this policy does not cover and will not make any payments or provide any services or benefit to **you** or to any other party to the extent that such cover, payment, service or benefit would contravene any applicable trade or economic sanctions, law or regulation;
- for theft, **loss** of, or **damage** to, a hire vehicle **you** have insured with the hire company, except as covered under Additional Benefit 3 – Hire vehicle of Part 1 of this **policy**;
- for any **legal liability you** or an **authorised driver** cause or incur in connection with **your** or the **authorised driver's** use of a hire vehicle **you** have insured with the hire company, except as covered under Additional Benefit 3 – Hire vehicle of Part 1 of this **policy**.

# Worked dollar claim examples

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

All amounts are shown in Australian dollars and are GST inclusive unless indicated otherwise. **You** should read the **PDS** and Policy Wording and **your policy schedule** for full details of what **we** cover as well as what Policy limits, conditions and exclusions apply.

## Example: Total loss – Market value

A car that has a carrying capacity of not more than 2 tonne is comprehensively insured for **market value**. The basic **excess** is \$500. The **vehicle** is **damaged** in an **event** and the cost of repair is \$20,000.

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

The **vehicle** is an 8 year old sedan in poor condition. A motor **vehicle** guide records the **market value** at \$20,000 for good condition. The **market value** is \$15,000.

The **vehicle** contains no modification or accessories and it is a **total loss**.

How much we pay		Further information
Market value	\$15,000	The <b>vehicle</b> is a <b>total loss</b> with a <b>market value</b> of \$15,000. In this case the <b>vehicle</b> is a <b>total loss</b> since it is not economical to repair. <b>We</b> normally decide a <b>vehicle</b> is a <b>total loss</b> if the complete repair cost exceeds the <b>market value</b> less salvage value.
Less <b>Input Tax Credit</b>	– \$1,364	If <b>you</b> are registered for GST and entitled to an <b>input tax credit</b> <b>we</b> will deduct this entitlement. In this example <b>you</b> are entitled to a full <b>input tax credit</b> (100%). <b>We</b> will not deduct this entitlement if <b>your vehicle</b> is insured for <b>agreed value</b> .

How much we pay		Further information
Less outstanding premium	– \$300	If <b>you</b> paid <b>your</b> premium by monthly instalments, <b>we</b> will deduct the remaining instalments for the period of insurance. In this example, there are three monthly instalments of \$100 each remaining when the <b>total loss</b> occurs.
Less <b>excess</b>	– \$500	Only the basic <b>excess</b> applies in this example. <b>We</b> deduct this from the amount <b>we</b> pay to <b>you</b> .
Total claim	<b>\$12,836</b>	<b>We</b> would normally pay this amount directly to <b>you</b> in a <b>total loss</b> situation.
Plus lease payout	\$2,200	If, instead of owning <b>your vehicle</b> outright, <b>your vehicle</b> was purchased under a finance lease and the amount owing was \$17,200 (excluding any payments in arrears and resulting interest), <b>we</b> will pay the difference between the amount owing under the finance arrangement and the <b>market value</b> (\$17,200 – \$15,000).  This Extra Cover has a limit of 20% of the <b>market value</b> (\$3,000).
Less <b>Input Tax Credit</b>	– \$200	In this example <b>you</b> are entitled to a full <b>input tax credit</b> (100%).
Total claim	<b>\$14,836</b>	<b>We</b> would normally pay the claim directly to <b>your</b> financier and not to <b>you</b> in circumstances of a lease payout. <b>You</b> pay <b>your</b> financier any amounts left owing.

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

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

## Example: Total loss – Agreed value

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

The cost of repair of **your vehicle** is \$50,000 and it is a **total loss**. The **vehicle** is not subject to finance. The basic **excess** is \$500.

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

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

## Example: Partial loss

A **vehicle** that has a carrying capacity of not more than 2 tonne is comprehensively insured for **market value**, in this case \$12,000.

The **vehicle** is stolen and subsequently recovered, **damaged**, 13 days after its theft. The cost of repairs is \$5,500. The basic **excess** is \$500.

How much we pay		Further information
Damage to <b>vehicle</b>	\$5,500	In this case, the <b>vehicle</b> is safe and economical to repair.
Less <b>excess</b>	– \$500	Only the basic <b>excess</b> applies in this example. Normally <b>you</b> pay the <b>excess</b> directly to the repairer.
Total claim	<b>\$5,000</b>	<b>We</b> would normally pay this amount directly to the repairer in a <b>partial loss</b> situation.

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

Plus personal effects	\$350	Even though <b>you</b> are registered for GST and entitled to an <b>input tax credit</b> , the amount <b>we</b> pay <b>you</b> for personal effects will include GST. Personal effects cover is limited to \$1,000 per <b>event</b> . The sub-limit of this Extra Cover is in addition to the <b>market value</b> of the <b>vehicle</b> .
Less <b>Input Tax Credit</b>	\$0	<b>We</b> do not deduct an <b>input tax credit</b> from payments for personal effects.
Total claim	<b>\$5,350</b>	<b>We</b> normally pay the \$350 for personal effects to <b>you</b> (and the remaining \$5,000 directly to the repairer).

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

How much we pay	Further information
Plus <b>vehicle</b> hire cost      +\$1,700	<p>The cost per day multiplied by the number of days from the date of theft until the date the <b>vehicle</b> is repaired 17 x \$100 (it takes 4 days to repair the <b>vehicle</b>).</p> <p>This Extra Cover has a limit of up to 30 days and <b>we</b> will not pay more than \$3,000 if the <b>vehicle</b> is a motorcycle, car \$WD, utility or van of not more than 2 tonne carrying capacity.</p> <p>This Extra Cover would not apply if the <b>vehicle</b> was <b>damaged</b> in an accident instead of being stolen, unless <b>you</b> also selected Optional Insurance 2 – Rental vehicle after accident.</p>
Total claim <b>\$7,050</b>	<b>We</b> normally pay the \$1,700 for <b>vehicle</b> hire directly to the hire company (the \$350 to <b>you</b> and the \$5,000 to the repairer).

## Example: How underinsurance applies to partial loss claims

*Your vehicle, a truck, is damaged.*

*Your vehicle's insured amount is \$70,000 and the cost to repair damage is \$10,000.*

*Your vehicle's market value is \$100,000 and is therefore insured for 70% of its market value. The underinsurance condition applies to the repair costs because it is insured for less than 80% of its market value.*

*There is a basic excess of \$500 on your policy.*

How much we pay	Further information
Damage to <b>vehicle</b> \$10,000	In this case the <b>vehicle</b> is safe and economical to repair
After underinsurance      \$8,750	$\frac{\text{insured amount} \times \text{repair costs}}{80\% \text{ of market value}}$

How much we pay		Further information
Less <b>excess</b>	– \$500	Only the basic <b>excess</b> applies in this example. Normally <b>you</b> pay the <b>excess</b> directly to the repairer.
Total claim	<b>\$8,250</b>	<b>We</b> would normally pay this amount directly to the repairer in a <b>partial loss</b> situation.
Amount <b>you</b> pay	<b>\$1,750</b>	<b>You</b> pay this amount, usually directly to the repairer. This amount includes the <b>excess</b> .

### Example: Legal liability

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

How much we pay		Further information
Damage to other <b>vehicle</b>	\$12,500	<b>We</b> normally pay the cost of repairs directly to the third-party claimant.
Less <b>excess</b>	– \$500	Only the basic <b>excess</b> applies in this example. Normally <b>you</b> pay this amount to <b>us</b> .
Plus our legal costs	+ \$3,000	<b>We</b> incur and do not charge <b>you</b> for these costs. <b>excess</b>
Total claim	<b>\$15,000</b>	

The driver of **your vehicle** was not at fault and the driver of the other **vehicle** was at fault but was not insured. **You** provide **us** with the details of the other driver. The basic **excess** is \$500. **Your vehicle** is covered for Legal Liability only.

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

# Definitions

The following words have the following means in this **policy**.

## **Act of terrorism**

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

## **Agreed value**

The amount **we** agree to insure **your vehicle** for, as specified in **your policy schedule**.

## **Assessed quote**

An experienced motor vehicle assessor **we** appoint assesses the quote to make sure it meets industry standards including appropriateness of materials, repair method, labour costs, material costs, safety and overall cost effectiveness of the repairs. The quote may be adjusted or reduced on the recommendation of the assessor.

This assessed quote to repair **damage** to or replace the **damaged** parts of **your vehicle** may be less than what it would cost **you** to arrange the repairs with **your** own repairer, or equal to or less than the amount of repairs quoted by **your** repairer or that **you** have paid. **We** are able to secure supplier discounts from our recommended repairers.

## **Aircraft**

Any thing made or intended to fly or move in or through the air or space other than model aircraft with a wingspan less than 1.5 metres.

## **Authorised driver**

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

## **Business or Businesses**

The business or businesses shown and described in the **policy schedule**.

## Contaminants or pollutants

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

## Damage or Damaged

Sudden or unforeseen physical damage or destruction.

## Damage to property

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

## Dangerous goods

- substances which are shown in the Australian Code for the Transport of Dangerous Goods by Road or Rail (available from [www.ntc.gov.au](http://www.ntc.gov.au));
- liquid fuels, liquefied or compressed gases, toxic chemicals, acids, organic peroxides or corrosives;
- infectious, explosive radioactive or oxidising substances; or
- substances with a flashpoint of below twenty two point seven degrees Celsius (22.7°C).

## Electronic data

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

## Emergency repairs

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

## Employee or Employees

Any person while employed by **you** in the **business** who **you** compensate by salary, wages, or commission and have the right at all times to govern, control and direct in the performance of their work.

Employee does not include:

- any broker, factor, consignee or contractor;
- any member of **your family** unless that person is also **your** employee;
- any partner, director or trustee unless that person is also **your** employee; or
- any volunteer.

## Endorsement

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

## Event or Events

For Part 1 of this Policy Section means, in relation to Comprehensive cover, the events numbered 1 to 6 specified in “Insuring clause – what we cover” on pages 32 to 33.

For Part 1 of this Policy Section means, in relation to **Legal liability**, Fire and Theft cover, the events numbered 1 to 5 specified in “Insuring clause – what we cover” on page 33.

For Part 2 of this Policy Section means one incident or all incidents of a series consequent on, or attributable to, one source or original cause covered under Part 2 of this Policy Section.

## Excess or Excesses

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

## Family

Any person who is:

- **your** spouse, **your** partner or **your** de facto and lives with **you**;
- **your** parent (including legal guardians), or parent-in-law or grandparents;
- **your** children, grandchildren, brothers and sisters, including their respective spouse, partner or de facto; or
- the children, parents, parents-in-law, grandparents, grandchildren, brothers and sisters of **your** spouse, partner or de facto.
- **your** child or child of **your** spouse, partner or de facto (not being **your** child); or
- **your** brother or sister.

For the purposes of this definition “**you**” and “**your**” refers to the directors, owners and officers of the company or legal entity shown on the **policy schedule** as the **insured**.

## Inexperienced driver

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

## Insured

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

## Insured amount

Means:

- for a **vehicle** specified in **your policy schedule** – the corresponding **market value** or dollar amount stated in **your policy schedule** for that **vehicle**; or
- for a **vehicle** that is not specified in **your policy schedule** because it is an additional **vehicle** as defined in ‘Cover for additional vehicles’ on pages 30 to 31 – the **market value** of that vehicle unless **we** have agreed to insure the **vehicle** for a different amount.

The **insured amount** of **your vehicle** includes accessories within the definition of **vehicle** plus any agreed accessory specified in **your policy schedule**.

## Limit of liability

The amount shown as the limit of liability on the **policy schedule**.

## Loss or Losses

Sudden and unforeseen physical loss.

## Market value

The amount that the market would pay for **your vehicle** or **damaged** parts that are obsolete. The market value of **your vehicle** takes into account many factors such as the age, make, model, kilometres travelled and general condition of **your vehicle** immediately before the **loss** or **damage**. **We** may use recognised industry publications to assist **us** in calculating the amount.

## Partial loss

**Your vehicle** is a partial loss when the **loss** or **damage** is not a **total loss**.

## Penalty claim

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

## Period of insurance

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

## Personal effects

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

## Personal injury

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

## Policy

**Your** insurance contract. It consists of this Product Disclosure Statement (**PDS**), any **Supplementary PDS** **we** may give **you**, and **endorsements** and **your policy schedule**.

## Policy schedule

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

At each renewal of **your policy**, the renewal **policy schedule** becomes **your** current **policy schedule**. Updated **policy schedules** or **endorsements** may also be sent to **you** showing alterations to **your policy**.

## Product Disclosure Statement (PDS)

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

## Recommended repairer

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

## Road

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

## Substitute vehicle

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

## Supplementary PDS (SPDS)

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

## Total loss

**Your vehicle** is a **total loss** if it is stolen and not recovered within fourteen (14) days of its theft, and **we** agree to accept **your** claim for theft of **your vehicle**, or **your vehicle** is uneconomical or unsafe to repair, including where the combined repair costs and salvage value are likely to be more than the **value of your vehicle**.

**We** will also have regard to the law in relation to what is considered a write off that applies in **your** State or Territory when determining whether **your vehicle** is to be written off.

## Value of your vehicle

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

## Vehicle

Means:

- the vehicle(s) shown on **your policy schedule**; and
- an additional **vehicle** that **you** acquire, purchase or lease (but not hire or borrow) during the **period of insurance** and is covered for the period of time set out in and subject to the terms of 'Cover for additional vehicles' on pages 30 to 31.

The following accessories will also be insured if they are attached to or are in or on **your vehicle**:

- baby capsule/car seat
- bonnet protector
- built in refrigerator
- bull bar
- CB and/or 2 way radio
- dash mats
- decorative wheel trims
- driving lights
- fire extinguishers
- fixed GPS units
- fixed roof/ladder racks
- decals
- protective mouldings
- rear louvre sunshade
- registration plate covers
- seat covers
- side steps for a 4WD
- sign writing
- sound system (fitted as standard by manufacturer)
- spare wheel cover
- steering locks

- floor mats
- headlamp guards
- mud flaps
- paint protection
- panel/rust protection
- pin striping
- tarpaulins
- tools supplied as standard by the manufacturer or similar replacement
- tow bars
- tool boxes
- weather shield
- winch.

It also includes other vehicle accessories or modification if **we** have agreed to insure them as part of **your vehicle** and they are shown on **your policy schedule**.

### **We/our/us**

Means AAI Limited ABN 48 005 297 807 AFSL 230859 trading as AAMI Business Insurance.

### **You/your**

the person, company or legal entity shown in the **policy schedule** as the insured.

# Privacy statement

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

## Why do we collect personal information?

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

**We** collect personal information so that **we** can:

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

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

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

## How we handle your personal information

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

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

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

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

- any intermediaries, including **your** agent, adviser, a broker, representative or person acting on **your** behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;
- a third party claimant or witnesses in a claim;
- accounting or finance professionals and advisers;
- government, statutory or regulatory bodies and enforcement bodies;
- policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where **you** are an **insured** person but not the policy or product holder;
- in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- the Australian Financial Complaints Authority or any other external dispute resolution body;
- credit reporting agencies;
- other insurers, reinsurers, insurance investigators and claims or insurance reference
- services, loss assessors, financiers;
- legal and any other professional advisers or consultants;
- hospitals and, medical, health or wellbeing professionals;
- debt collection agencies;
- any other organisation or person, where **you**'ve asked them to provide **your** personal information to **us** or asked **us** to obtain personal information from them, e.g. **your** mother.

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

## Overseas disclosure

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

The complete list of countries is contained in **our** Group Privacy Policy, which can be accessed at [www.aami.com.au](http://www.aami.com.au), or **you** can contact **us** for a copy.

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

## Your personal information and our marketing practices

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

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

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

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

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

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

## Contact us

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

- Visit: [www.aami.com.au](http://www.aami.com.au)
- Speak to us directly by phoning us on 13 22 44
- Email: [businessinsurance@aami.com.au](mailto:businessinsurance@aami.com.au)

**We're here for you**  
**24 hours a day**  
**7 days a week**

**How to contact us**

by phone: **13 22 44**

via the internet: **aami.com.au**

in writing: PO Box 14180,  
Melbourne City Mail Centre  
Victoria 8001

This insurance is issued by:

AAI Limited

ABN 48 005 297 807 trading as AAMI Business Insurance  
AFSL No. 230859

PDS prepared on 18 January 2021

