



# COMMERCIAL MOTOR INSURANCE POLICY

Product Disclosure Statement



LUCKY YOU'RE WITH

**AAMI**



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# Welcome to AAMI Insurance

Thank you for considering Commercial Motor Vehicle Insurance direct. You've probably been dealing direct for your home or car insurance, so it makes sense to do the same for your commercial motor insurance.

AAMI Business Insurance specialises in providing direct insurance solutions to small businesses in Australia.

AAMI Commercial Motor Insurance offers:

- the option to pay by the month
- customised cover
- hassle-free claims lodgement
- plain language policy documentation

AAMI Business Insurance specialises in providing direct insurance solutions to small businesses in Australia.

## Who is the insurer?

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AAI Limited ABN 48 005 297 807 trading as AAMI Business Insurance is the insurer and the issuer of this **Product Disclosure Statement (PDS)**.

## 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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This **PDS** is an important legal document.

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

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

**We** will provide cover shown on the **policy schedule** and for those Optional insurances shown on the **policy schedule** for the **period of insurance**. **You** must pay the premium by the due date and comply with all of the **policy** conditions.

The General Policy Conditions listed on page 14 and General Exclusions listed on pages 63 to 67 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 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 75 to 80 of this **PDS**. The words may appear without bold type in **endorsements**.

## Communicating with you electronically

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**We** may agree to send **your** policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication methods. Policy documents and policy communications will be provided to **you** in this way until **you** tell **us** otherwise or **we** tell **you** it is no longer suitable. If **we** agree to communicate with **you** electronically, **you** will need to provide **us** with **your** current email address and **your** Australian mobile phone number. **You** must contact **us** if any of these contact details change. 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 cancel and return the insurance **policy** by notifying **us** in writing within 30 days of the date cover began or was renewed (“cooling off period”), unless **you** wish to make or have made a claim under the **policy** within the cooling off period. If **you** cancel **your policy** during the cooling off period, **we** will return the amount **you** have paid and **you** will have no cover from the date **your policy** would have otherwise begun.

To cancel **your policy** at other times, please see “Cancelling Your Policy” below.

## Cancelling Your Policy

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### How you may cancel

**You** may cancel **your policy** at any time by telling **us** that **you** want to cancel it. The cancellation takes effect on the date **we** receive **your** request. If **you** cancel **your policy**, **we** will refund the proportion of **your** premium for the unexpired **period of insurance** less any non-refundable government charges if the refund is more than \$10. If **you** pay by instalments, on cancellation **you** agree to pay **us** any portion of premium that is owing but not yet paid and that amount is immediately due and payable.

### How we may cancel

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

If **you** pay **your** premium by monthly instalments and **your** payment is overdue **we** can refuse to pay a claim if payment is 14 days (or more) late, and **we** can cancel **your policy** if an instalment is 1 month (or more) overdue. **We** will notify **you** of the cancellation.

## 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.

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

- Telephone: 1300 240 437
- Mail: Internal Dispute Resolution  
PO Box 14180  
Melbourne City Mail Centre  
Victoria 8001
- Email: [idr@aami.com.au](mailto:idr@aami.com.au)

## What we will do to resolve your complaint

When **you** first let **us** know about **your** complaint or concern, **we** will review **your** complaint, consider the facts and attempt to resolve it by the end of the next working day. If **we** cannot resolve **your** complaint to **your** satisfaction within 5 working days, **we** will contact **you** to agree reasonable alternative timeframes. **We** will endeavour to send **you** **our** decision within 15 working days from the date **you** first made **your** complaint provided **we** have all necessary information and have completed any investigations required.

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

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

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

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

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

**You** can contact FOS by:

- Telephone: 1800 FOS AUS or 1800 367 278
- Address: Financial Ombudsman Service Limited  
GPO Box 3,  
Melbourne Victoria 3001
- Email: [info@fos.org.au](mailto:info@fos.org.au) or
- Website: [www.fos.org.au](http://www.fos.org.au)

FOS will tell **you** if they can help **you**.

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

## Financial Claims Scheme

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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 [www.fcs.gov.au](http://www.fcs.gov.au)

## General Insurance Code of Practice

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**We** are a signatory to the General Insurance Code of Practice. A copy of the Code can be obtained from the Insurance Council of Australia by:

- Telephone: (02) 9253 5100 or 1300 728 228
- Website: [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au)

## Updating information

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The information in this **PDS** was current at the date of preparation. **We** may update some of the information in the **PDS** that is not materially adverse from time to time without needing to notify **you**. **You** can obtain a copy of any updated information by contacting **us** on 13 22 44. **We** will give **you** a free paper copy of any updates if **you** request them. If it becomes necessary, **we** will issue an **SPDS** or replacement **PDS**.

## Information about the cost of this insurance

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The premium is the amount **you** pay **us** for this insurance. It reflects what **we** consider is the likelihood of **you** making a claim on the **policy** and other factors related to **our** cost of doing business. The premium includes stamp duty, Goods and Services Tax (GST), other government charges and any fire services levy that applies. **Your** premium is shown on **your policy schedule**.

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

## How various factors may affect your premium

When **we** calculate **your** premium there are a range of factors **we** take into account. The importance **we** place on the factors **we** use can change. Significant factors affecting **your** premium include a combination of some or all of the following:

- the type of cover chosen;
- the type and age of the **vehicle**;
- accessories and modification to the **vehicle**;
- the **insured amount** of the **vehicle**;
- the postcode where the **vehicle** is garaged;
- **your** claims experience;
- the business occupation/ how the **vehicle** is used;
- the age of drivers;
- optional insurances chosen and policy variations.

## 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 premiums are affected by:

- the cost of claims **we** have paid to other customers and claims **we** expect to pay in the future;
- new and updated data **we** use to calculate **your** premium;
- **our** expenses of doing business;
- other commercial factors;
- any changes in government taxes or charges.

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

## Premium discounts

Discounts are also a factor that can affect **your** premium. **We** offer a no claim bonus.

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. **We** may vary or withdraw a discount without prior notice.

The discounts **you** qualify for will be included in **your** premium and will usually be applied before adding applicable government charges.

## No Claim Bonus (Comprehensive Cover only)

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).

### 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** before we issue **your** offer.

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

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

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

For all other vehicles:

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

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

### 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** unless **you** have Optional Insurance 3 – ‘Protected No Claim Bonus’. If **you** have this optional cover for **your vehicle** the subject of a claim, **we** will not count the first **penalty claim** on that **vehicle** during the **period of insurance**.

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

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

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

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

## Paying your premiums

**You** can pay in one annual payment or, if **we** agree, by instalments.

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

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

Any payment reminder **we** send **you** does not change the expiry or due date, unless **we** tell **you** otherwise. If **you** do not pay the premium and other charges in full, **we** may reduce the **period of insurance** so it is in line with the amount **you** paid.

Where **you** do not pay **your** premium by the due date for the first **period of insurance** with **us**, **we** can cancel **your policy**. Where **you** do not pay the premium for renewal by the due date, then the renewal **policy** will not commence and **your** cover will end at the expiry of the previous **period of insurance**.

If **we** accept **your** late payment, **we** may recommence **your** cover from the date **we** received **your** payment. If so, **you** will not have any cover from the expiry of the previous **period of insurance** until the date of payment.

If **you** change **your policy** **you** may be required to pay an additional premium. Where a change to **your policy** results in a premium increase, **you** will have to pay the amount by which **your** premium has increased by the due date to obtain the varied insurance cover.

## Overdue monthly instalments

If **you** pay **your** premium by monthly instalments and **your** payment is overdue **we** can refuse to pay a claim if payment is 14 days (or more) late. **We** can cancel **your policy** if an instalment is one (1) month (or more) overdue. **We** will notify **you** of the cancellation.

## About your excess

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

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

For more information about **excesses** see "Excesses" on page 61.

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

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The premium includes an amount on account of GST.

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

GST has an impact on the way in which claim payments are calculated under **your policy**. **We** will calculate the amount of any payment **we** make to **you** having regard to **your** GST status. **Our** liability to **you** will be calculated taking into account any input tax credit to which **you** are entitled for any acquisition which is relevant to **your** claim, or which **you** would have been entitled were **you** to have made a relevant acquisition.

In respect of **loss** or **damage** to **your vehicle**, if **we** decide **your vehicle** is a **total loss** due to an **event** and **your policy schedule** shows that it is insured for **agreed value**, **we** will not deduct any input tax credit entitlement from the amount of the **agreed value** specified in **your policy schedule**.

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

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

Where **you** are not entitled to an input tax credit on **your policy** premium, all **insured amounts**, limits of liability, sub limits and the amounts **we** pay stated in **your policy** are GST inclusive (unless **your policy** states otherwise). Where **you** are entitled to an input tax credit on **your policy** premium, all **insured amounts**, limits of liability, sub limits and the amounts **we** pay stated in **your policy** are exclusive of GST to the extent of **your** input tax credit entitlement.

In respect of **your policy**, where **you** are registered for GST purposes **you** should calculate the **insured amount** having regard to **your** entitlement to input tax credits. **You** should, therefore, consider the net amount (after all input tax credits have been taken into account) which is to be insured and calculate and advise to **us** 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** particular circumstances.

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

## General policy conditions

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

### Change to risk

**Our** decision to insure **you**, and the premium that **we** charge **you**, is based on information provided by **you** about **your business, 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 **business** is permanently discontinued;
- **you** or any **authorised driver** are charged with or have been convicted of a criminal offence;
- the nature of or type of **business** carried on by **you**;

- other circumstances that affect **you** or **your vehicle** in such a way as to increase the risk of **damage** or **loss**;
- **your** interest in the **policy** ceases, including by operation of law;
- **you** or the **business** are insolvent, wound up or subject to external administration;
- details of any conversion or modification to **your vehicle** made by someone other than the manufacturer;
- if there is anyone under the age of 25 years who is likely to be a regular driver of the **vehicle**; and
- change of **your** address, **your vehicle**, **your vehicle's** garage postcode or the way **you** use **your vehicle**.

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

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

## Reasonable care and reducing risk

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

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

**You** must:

- take all reasonable steps to prevent **loss** of, or **damage** to, **your vehicle**;
- take all reasonable care to prevent injury to another person or **damage** of another person's property; and
- keep all **vehicles** in a roadworthy condition.

## Other interests

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

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

## Transfer of interest

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

## Notification of other insurance

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

## 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**.

## Keeping us up to date

**You** must tell **us** at the commencement of **your policy** and at each renewal if any **authorised driver of your vehicle**, including **you**, has within the past 5 years:

- had a licence endorsed, suspended or cancelled;
- 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;
- been charged with or convicted of any motor offence or motor infringement (but not parking fines).

## General claims conditions

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These conditions apply to the whole **policy**. In the General Claims Conditions 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 these conditions, **we** may refuse **your** claim or reduce the amount **we** pay **you**.

## Claim notification

**You** must:

- notify the police immediately following a theft or attempted theft of **your vehicle** or if **your vehicle** is maliciously damaged;
- notify **us** as soon as possible and give **us** all known details of the **event** including the police event number if available;
- immediately provide **us** with any legal document or other communication **you** receive about the claim, including any legal proceedings brought against **you**; and
- provide **us** with all information and documentation and assistance that **we** request. This can include being interviewed. 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.

## Minimise loss

**You** must:

- take all reasonable precautions to minimise or prevent further **loss, damage**, legal liability, injury or illness; and
- take all reasonable steps to recover a stolen **vehicle**.

## Retain damaged items

**You** must:

- retain and preserve a **damaged** item for inspection by **us** or **our** agent prior to authorisation of repairs unless alterations and repairs are immediately necessary, for safety reasons or to minimise or prevent further **loss, damage**, legal liability or injury. If repairs are necessarily carried out without **our** prior approval, **you** are still required where reasonably practicable, to retain and preserve the **damaged vehicle** for **our** inspection; and
- retain and preserve all property, products, plant and all other things that may assist **us** in investigating or defending a claim against **you**, including assisting in determining if there are rights of recovery against another entity or person.

## Cooperation

**You** must co-operate and provide **us** with all reasonable assistance in connection with any investigation, negotiation, recovery, defence, legal proceeding or settlement of any claim including doing all things necessary to allow **us** to take over legal proceedings **you** are a party to.

## Admitting liability

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

## Repair or replacement

**You** must not authorise the repair or replacement of any insured **vehicle** without **our** agreement except in the case of an emergency where **you** are required to prevent further **loss** or **damage** to that item as a result of the emergency.

## Conduct of claims

**We** are entitled to conduct claims and proceedings. This includes the right to takeover and conduct in **your** name the defence or settlement of any claim or proceeding. At all times **we** have the right to make admissions, negotiate and settle a claim or proceeding on terms **we** consider appropriate. **You** are not permitted to make any admissions of liability, offer, promise or payment without our written consent. **We** may engage legal or other representatives to assist in the conduct of a claim and proceedings.

## Paying your excess

**We** may require **you** to pay **your excess** in full before **we** pay **your** claim or provide any benefits under **your policy**. The fact **we** have asked for payment of **your excess** does not of itself mean that **your** claim has or will be accepted by **us**.

**We** have no liability to **you** under this **policy** until **you** have paid the **excess**. If the **excess** has been requested but remains unpaid **we** may:

- decline to settle the claim pending full payment of the **excess**; or
- deduct the **excess** from the settlement.

The **excess** that applies will depend on the circumstances of the 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 this **PDS**. **We** will tell **you** how to pay **your excess** and who to pay it to.

## Claims settlements

### a) ITC entitlement

If any **event** occurs which gives or may give rise to a claim **you** must tell **us your** entitlement to **input tax credits** (ITC) 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** for that claim.

d) **Salvage**

After settling a claim by replacing any **damaged** or lost property insured, if **we** so elect, that **damaged** or lost property insured becomes **ours** and **we** are entitled to receive the proceeds of any salvage.

## **Rights of recovery**

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

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

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

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

## Subrogation agreements

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

## Fraudulent claims

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

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

## When we may refuse a claim

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

- you** have not complied with **your** duty of disclosure;
- you**:
  - are not truthful;
  - have not given **us** full and complete details; or
  - have not told **us** something when **you** should have, when applying for the insurance, or when making a claim.
- you** are paying by instalments and at the date of the **event you** are claiming for, **you** are 14 days (or more) late in paying an instalment;
- you** have not complied with any of the conditions of **your policy**;
- 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 for **loss** or **damage**;
  - settle or attempt to settle any claim; or
  - defend any claim; or
- cover is excluded by the **policy**.

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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### Cover options

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

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Cover option	Description of cover provided
Comprehensive	Part 1, 'Loss or Damage to your vehicle' applies to provide cover for theft, <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.
Legal liability, fire and theft	Part 1, 'Loss or Damage to your vehicle' applies to provide cover for theft, <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 'We cover' sections in the following pages. What **we** do not cover is described in the 'What we do not cover' sections in the following pages, the General Exclusions on pages 63 to 67 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** and if **we** agree, 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 **you** tell **us** about the additional **vehicle** within 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** 5 working 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 5 days after **we** have told **you we** are unable to continue covering the additional **vehicle**.

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

The most **we** will pay for **loss** or **damage** to an additional **vehicle** is:

- a) the **market value** of the additional **vehicle** determined at the time of the **loss** or **damage** to the additional **vehicle**; or
- b) \$150,000 (or such other amount specified in **your policy schedule** for additional **vehicles**),

whichever is less.

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**.

Once **you** have told **us** about the additional **vehicle** and **we** have agreed to continue to cover the additional **vehicle** as a '**vehicle**' under this **policy** it is no longer covered as an additional **vehicle** and will be covered as a **vehicle**.

## Cover for two-wheel or box trailers

Additional Benefit 1 – 'Two-wheel or box trailers' provides cover of up to a limit of \$1,000 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 \$1,000 under **your policy**. If **we** agree, **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 ‘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 ‘We do not cover’;
- the **loss** or **damage** is not excluded by the General Exclusions on pages 63 to 67; and
- the **loss** or **damage** is not excluded by any **endorsement**.

---

## We cover

When “Comprehensive cover” is specified 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” is specified 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**:

---

## We do not cover

**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 wear and tear, corrosion, mould, rusting 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 specified in **your policy schedule**.
- structural, mechanical, electrical, or electronic failure or breakdown.

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## We cover (continued)

- a. Fire;
  - b. Explosion;
  - c. Lightning; or
  - d. Theft or attempted theft.
- and
- b) occurs within Australia or its external territories.

---

## We do not cover

- **loss** or **damage** caused by **you** failing to take reasonable steps to protect, prevent or diminish further **loss** or **damage** to **your vehicle** after:
  - it breaks down;
  - it is **damaged** in an **event**; or
  - **you** have been notified that **your** stolen **vehicle** has been found.
- **loss** or **damage** to **your vehicle** due to using incorrect fuel or additive.
- **damage** to **your vehicle's** engine, gearbox or transmission because it was driven in a **damaged** condition after an **event** unless **we** agree that **you** could not reasonably have known that the **damage** was occurring.
- **loss** or **damage** caused by or arising from any person or organisation who lawfully takes possession of **your vehicle**.

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## Extra Covers

If as a result of the **event** which causes the **loss** or **damage** to **your vehicle** and **we** agree to pay a claim under Part 1, **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 the Extra Cover detail. In some circumstances **we** may decide to make an Extra Cover available to **you** before **we** accept or agree to pay **your** claim. If **we** do this, it does not mean that **your** claim has or will be accepted.

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

## 1. New vehicle after total loss

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### We cover

This Extra Cover applies when:

- a) **your vehicle** is insured for Comprehensive Cover and is a motorcycle, car, 4WD utility or van of not more than 2 tonne carrying capacity, trailer or rigid body truck;
- b) **we** decide because of the **event your vehicle** is a **total loss**;
- c) **you** are the first registered owner of **your vehicle**;
- d) the **total loss** occurred less than two (2) years from the date of original registration of **your vehicle**;
- e) anyone who financed **your vehicle** provides **us** with written consent; and
- f) the new vehicle is available in Australia within 60 days of the date of the **event**.

When this Extra Cover applies **you** can choose to accept a new replacement vehicle to replace **your vehicle** with a new vehicle of the same make, model and series (or if unavailable, a vehicle of similar make and model) and **we** will pay for the initial registration, compulsory third party insurance, delivery and stamp duty costs for the new vehicle.

---

### We do not cover

This Extra Cover does not apply if:

- **your vehicle**:
  - has a stock, tanker or vacuum application;
  - is a concrete agitator **vehicle**;
  - is a garbage compactor;
  - is a concrete pumping truck or trailer;
  - is any other specialised rigid **vehicle** body type; or
  - is insured for **agreed value**.
- **we** have made a payment under Extra Cover 12 or Extra Cover 13 of Part 1.

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**We cover (continued)****We do not cover**

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If **you** choose not to accept a new replacement vehicle to replace **your vehicle** and/or **we** decide that a new vehicle cannot be agreed between **you** and **us**, **we** will pay the original purchase price which **you** paid for **your vehicle** including any registration, compulsory third party insurance, delivery and stamp duty costs included in the contract of sale for **your vehicle** and **your** cover for **your vehicle** will come to an end. Any Extra Cover, Additional Benefit or Optional Insurance for that **vehicle** also ends. There will be no refund of premium.

If **your vehicle** is a trailer or rigid body truck and **you** choose not to accept a new replacement vehicle and/or **we** decide that a new vehicle cannot be agreed between **you** and **us**, the most we will pay for this Extra Cover is 112.5% of the **insured amount** of **your vehicle**.

---

## 2. Personal effects

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### We cover

We will cover the reasonable 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**.

If the **vehicle**, the subject of the claim is only insured for Legal Liability, Fire and Theft Cover, this Extra Cover will only apply when the **event** is fire or theft.

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

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### We do not cover

We will not pay for **personal effects** insured under another insurance **policy**.

## 3. Funeral expenses

---

### 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) the associated 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 in total for any one **event** is \$5,000.

---

### We do not cover

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'.

## 4. Personal accident

---

### We cover

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

**We** will pay \$5,000 to the driver of **your vehicle** 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 efficient use of one or both hands or one or both feet.

The most **we** will pay to the driver in total for any one **event** is \$5,000.

---

### We do not cover

**We** will not pay:

- any claim if the permanent and total loss happens:
  - more than 12 months after the **event** and was not caused by the **event**; or
  - because the driver attempted to commit suicide.
- any claim if **we** have paid an amount under Extra Cover 3 – ‘Funeral Expenses’

## 5. Emergency repairs

---

### 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**.

If **you** need **emergency repairs we** give **you** the authority to arrange these matters on **our** behalf. **You** must produce tax invoices and receipts for all costs if **we** ask for them.

The most **we** will pay under this Extra Cover for any one **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.
- 

### We do not cover

## 6. Emergency travel

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### 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**.

If **you** need emergency travel **we** give **you** the authority to arrange these matters on **our** behalf. **You** must produce tax invoices and receipts for all costs if **we** ask for them.

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

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### We do not cover

## 7. Emergency accommodation

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### We cover

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

If **your vehicle** becomes unroadworthy or unsafe to drive as a result of the **event**, **we** will pay the reasonable costs of emergency accommodation for **you** or the **authorised driver** if the **event** was more than 100km from **your** home or the **authorised driver's** home.

If **you** need emergency accommodation **we** give you the authority to arrange these matters on **our** behalf. **You** must produce tax invoices and receipts for all costs if **we** ask for them.

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

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### We do not cover

## 8. Removal of debris

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### 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** must provide invoices or other proof of payment of costs if **we** ask for them.

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

**You** may also be able to make a claim under Part 2 Legal Liability.

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### We do not cover

## 9. Vehicle modifications

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### We cover

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

**We** will cover the reasonable costs of modifying **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 **event** is \$3,000.

---

### We do not cover

## 10. Towing and storage

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### We cover

**We** will cover the reasonable and necessary costs of towing and storing **your vehicle** when as a result of the **event your vehicle** cannot be driven.

**We** cover the reasonable costs of towing **your vehicle** to:

- **our** nearest assessing centre;
- a **recommended repairer** that **we** nominate; or
- a repairer **we** agree to.

### We do not cover

**We** do not cover:

- storage costs for any period after **your** claim is settled; or
- the costs of towing or storage of **your vehicle** if “Legal Liability, Fire and Theft Cover” is specified in your **policy schedule** and the **event** was explosion or lighting.

## 11. Hire vehicle after theft

---

### We cover

**We** will cover the reasonable cost incurred by **you** of hiring a **vehicle** of a similar make and model to **your vehicle** for up to thirty (30) days if **your vehicle** is stolen and either not found or is found but is not drivable. This cover stops before the thirty (30) day limit if and when:

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

If **you** withdraw **your** claim or **we** refuse to accept it, **you** might have to refund **us** any payments made or costs **we** have incurred for the hire vehicle.

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

### We do not cover

**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.

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

---

### We cover

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

If **your vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity and **we** decide the **vehicle** is a **total loss** and the amount owing by **you** under a lease or a hire purchase agreement is greater than the **market value** of **your vehicle**, then **we** will pay the difference between the amount owing by **you** under the lease or a hire purchase agreement and 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**.

---

### We do not cover

**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’.

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

---

### 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.

If **we** decide **your vehicle** is a **total loss**, and the amount owing by **you** under a lease or a hire purchase agreement is greater than the **market value** of **your vehicle**, then **we** will pay the difference between the amount owing by **you** under the lease or a hire purchase agreement and 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**.

---

### We do not cover

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

- the **loss** 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’.

## 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**.

There does not need to be **loss** or **damage** to **your vehicle** caused by an **event** to claim under these Additional Benefits.

All of the 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, Part 2, the General Exclusions or any **endorsement**.

### 1. Two-wheel or box trailer

---

#### We cover

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

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

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

#### We do not cover

**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 keys

---

### We cover

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

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

The most **we** will pay under this Additional Benefit for any one **event** relating to the keys of **your vehicle** is \$5,000.

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### We do not cover

## 3. Hired vehicle

---

### We cover

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

- 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
- 

### We do not cover

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## We cover (continued)

## We do not cover

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- **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**.
- 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** and caused by an **event** as described above.

**You** must pay **us** an **excess** of \$500 for any claim accepted by **us** under this Additional Benefit. The basic **excess** does not apply.

The most **we** will pay under this Additional Benefit for the theft, **loss** or **damage** to the hired vehicle or the hire vehicle excess is \$40,000 for any one **event**.

For **your** or an **authorised driver's** legal liability for **damage** to another person's property the 'Limits to what we pay' in Part 2 – Legal Liability will apply.

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## 4. Recovery costs – no damage

---

### We cover

**We** cover the reasonable cost of 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** ("Recovery")

**You** must pay for all recovery costs, after Recovery, and provide tax invoices and receipts for all costs if **we** ask for them.

The most **we** will pay under this Additional Benefit is \$5,000 for each Recovery.

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

---

### We do not cover

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

## 5. Theft of certain vehicle accessories

---

### We cover

**We** cover the reasonable cost to replace any of the following accessories that would normally be attached to or in or on **your vehicle** if they are stolen 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.

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

---

### We do not cover

**We** will not cover these accessories if:

- **you** do not give **us** evidence to satisfy **us** that the **insured amount** reflects the value of **your vehicle** plus the accessories; or
- **you** cannot prove **you** owned the accessories.

## 6. Non-owned trailer in control

---

### We cover

If **your vehicle** is a rigid body truck of 2 tonne carrying capacity or more, **we** will cover **loss** 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**.

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

The most **we** will pay under this Additional Benefit is \$50,000 per **event** which causes the **loss** or **damage** to the trailer regardless of how many trailers **you** may have in **your** possession or control at the time of the **event**.

---

### We do not cover

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

## How we settle a claim under Part 1

If **we** agree to pay a claim under Part 1, **we** will either pay **you** for a **partial loss** or a **total loss**.

### Total loss

**Your vehicle** is a **total loss** if it is stolen and not recovered after 14 days of **you** reporting its theft to **us** and **we** agree to accept a claim for theft of **your vehicle**, or when **we** decide it is uneconomical or unsafe to repair.

Where **we** decide **your vehicle** is a **total loss** and the conditions applying to Extra Cover 1 – ‘New vehicle after total loss’ are met, **you** can choose to accept a new replacement vehicle of the same make, model and series as **your vehicle**. If **you** choose to not accept a new replacement vehicle of the same make, model or series and/or **we** decide that a new vehicle cannot be agreed between **you** and **us**, **we** will pay **you** the original purchase price which **you** paid for **your vehicle** including any registration, compulsory third party insurance, delivery and stamp duty costs included in the contract of sale for **your vehicle** and **your** cover for **your vehicle** will come to an end. Any Extra Cover, Additional Benefit or Optional Insurance for that **vehicle** also ends. There will be no refund of premium.

Where **we** decide **your vehicle** is a **total loss** and if Extra Cover 1 – ‘New vehicle after total loss’ does not apply, **we** will settle **your** claim in one of the following ways:

#### (A) Insured amount

If the **vehicle** is specified in **your policy schedule** as having an **insured amount**, **we** will pay **your** claim in one of two ways:

1. If the **insured amount** of **your vehicle** is specified in **your policy schedule** as **market value**, **we** will pay **you** the **market value** of **your vehicle**.
2. If the **insured amount** of **your vehicle** is specified in **your policy schedule** as a dollar amount, **we** will pay **you** the lesser of the dollar amount or **market value** of **your vehicle**.

If **we** pay the **insured amount** as a result of a **total loss**, then **your** cover for that **vehicle** comes to an end. Any Extra Cover, Additional Benefit or Optional Insurance for that **vehicle** also ends. There will be no refund of premium.

#### (B) Agreed value

If the **vehicle** is specified in **your policy schedule** as having ‘**agreed value**’ next to the dollar amount, **we** will pay you the **agreed value**.

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

If **we** pay the **agreed value** as a result of a **total loss** then **your** cover for that **vehicle** comes to an end. Any Extra Cover, Additional Benefit or Optional Insurance for that **vehicle** also ends. There will be no refund of the premium.

### **(C) Additional vehicles**

For how **we** settle a claim under Part 1 for additional **vehicles** before **you** have told **us** about the additional **vehicle** and before **we** have agreed to continue to cover the additional **vehicle** as a 'vehicle' under this **policy**, refer to page 23 of this **PDS**.

### **Conditions applicable to all total loss settlements**

**We** will deduct any **excess** owing and unpaid premium (including instalments) from the amount that **we** pay **you**. **We** require **you** to pay these amounts in full before **we** provide Extra cover 1 – 'New vehicle after total loss'.

**Your vehicle**, including any unexpired premium, registration and Compulsory Third Party (CTP) insurance, unless the law requires otherwise, becomes **our** property when **we** pay **you** for the **total loss**. Where **you** are entitled to obtain a refund for unused registration or CTP insurance, **we** will normally deduct those amounts from what **we** pay **you** for the **total loss**. If **we** ask, **you** must provide **us** with reasonable assistance to collect any unexpired registration and CTP insurance.

If another party (e.g. a bank) has a legally valid interest in **your vehicle** which is recorded in **your policy schedule** and **your vehicle** is a **total loss**, **we** pay them (instead of **you**) what **you** owe them up to the amount **you** are entitled to under this **policy**. If this amount is less than the full amount payable under the **policy**, **we** pay **you** the balance.

When **we** replace **your vehicle** or pay **you** for the **total loss**, **your vehicle** salvage becomes **our** property.

If another party is entitled to the salvage of **your vehicle**, we will deduct **our** estimate of the salvage value from our settlement. For example, this could occur if **you** had purchased **your vehicle** not knowing that it was used as security on a financial agreement involving the previous owner. This means the credit provider may be entitled to the salvage of **your vehicle**.

For an example of how **we** settle a **total loss** claim, see pages 68 to 70 of this **PDS**.

## Partial loss

Where **we** decide **your vehicle** is a **partial loss**, **we** will decide if **we**:

- repair the **damage**;
- replace the **damaged** parts of **your vehicle**; or
- pay **you** what it would cost **us** to repair the **damage** or replace the **damaged** parts of **your vehicle**.

If **we** settle **your** claim by paying **you** what it would have cost **us** to repair the **vehicle**, **we** can reduce the amount of cover to reflect the lower value of that **vehicle** in its damaged condition.

For an example of how **we** settle a **partial loss** claim, see page 71 of this **PDS**.

## Choice of repairer and parts policy

**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 arrange repairs with them.

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 the damaged parts of **your vehicle** to the same or reasonably similar condition and standard the damaged parts were in immediately before the **event** which caused the **loss** or **damage**;
- authorise only the use of new parts or parts which are consistent with the age and condition of **your vehicle** (which may include using non-genuine and/or recycled parts);
- authorise only the use of manufacturer's approved parts if **your vehicle** is under warranty, but not when **your vehicle** has an extended warranty, or for windscreen, window glass or radiator and air conditioning parts replacement. In the case of radiators and air conditioning systems, parts produced by genuine parts suppliers may be used;
- only pay the market value of damaged parts **we** consider to be obsolete;
- not pay for the replacement of undamaged parts, which includes items that are part of a whole set when the **loss** or **damage** occurred to only part of the set (such as alloy wheels);

- replace damaged windscreen or window glass with glass which may not be produced by the original manufacturer but will meet Australian Design Rules; and
- guarantee the quality of materials and workmanship in respect of the repairs for the life of the **vehicle**. 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, **we**:

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

**We** are not responsible for 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.

## 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 wear and tear or rust and corrosion. How much **you** are required to pay will depend on how worn **we** consider these items were when the **damage** happened.

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

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

## 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' 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, in **our** opinion, it would not be safe or economical to carry out the rectification work required, **we** will declare the **vehicle a total loss** and if conditions applying to Extra Cover 1 - 'New vehicle after total loss' are not met **we** will pay **you** an amount under (A) – '**Insured amount**' or (B) – '**Agreed value**' (see page 43), whichever applies to **your vehicle**.

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

## Vehicle identification

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

## Underinsurance condition

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

In assessing the amount **we** pay, 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

We will cover **you**, an **authorised driver** or a passenger in **your vehicle** for legal liability if the legal liability comes within the terms as described under what 'We cover' and the legal liability is not excluded:

- a) by anything under what 'We do not cover' section;
- b) the General Exclusions on pages 63 to 67; or
- c) by any **endorsement**.

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### We cover

We will cover **you**, an **authorised driver** or passenger in **your vehicle** for legal liability (found by a Court, Tribunal or accepted by **us**) to pay compensation for **personal injury** or **damage to property** occurring during the **period of insurance** and within Australia or its external territories caused an **event** which was neither intended or expected by **you** and the **event** was caused by one or more of (a) to (e) below:

- a) **you** or an **authorised driver** driving, using or being in charge of **your vehicle**;
- b) property 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 **you** or the **authorised driver's** permission while travelling or getting in or getting out of **your vehicle**.

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### We do not cover

We will not cover any liability:

- for anything excluded by any other 'We do not cover' section in Part 1 or Part 2;
- which is a direct or indirect result of discharge or escape of **contaminants** or **pollutants** or **dangerous goods** from **your vehicle** unless they are substances **you** are legally allowed to carry;
- 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**;

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## We cover (continued)

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## We do not cover

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- for **personal injury** if **you** were or anyone else was required by law to have or otherwise to fund insurance for compensation, damages or similar insurance for such injury (e.g. compulsory third party insurance or workers compensation required by law)
  - for **personal injury** where there is another insurance policy in force (ie. public liability insurance policy) covering or which is capable of covering such liability;
  - 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;
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## We cover (continued)

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## We do not cover

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- if at the time of the **event your vehicle** was being driven or used at, in or on any **aircraft** hangar or any part of an airport or airfield used by **aircraft** for loading, unloading, taxiing, takeoffs or landings;
- resulting from the use of **your vehicle** if it was unregistered at the time of the **event**, unless **your vehicle** is an unregistered on-site caravan;
- 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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## We cover (continued)

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## We do not cover

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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 1 – ‘Pollution’ of Part 2.

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## Additional Benefits

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**We** will also pay or provide the following Additional Benefits. Where the Additional Benefit provides cover for **your** legal liability, the **event** giving rise to the legal liability must not be expected or intended.

**We** will not pay under these Additional Benefits if **your** claim or legal liability is excluded by anything in the applicable 'We do not cover' section, anything in any other 'We do not cover' section in Part 1 or Part 2 of the **policy**, the General Exclusions or any **endorsement**. All of the conditions of the **policy** apply unless stated otherwise.

Unless otherwise stated below, any amounts payable under these Additional Benefits are included within, and are not in addition to, any amount **we** pay for legal liability under Part 2 of this **policy** and specified under 'Limits to what we pay' on page 57 of this **policy**.

### 1. Damage by uninsured drivers

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#### 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.

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 **we** agree; and
  - **you** can identify the other vehicle and its driver by providing **us** with their name, residential address, phone number and registration details.
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#### We do not cover

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**We cover (continued)****We do not cover**

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

**We** will deduct:

- any **excess** that may apply to **your vehicle**; and
- the residual value of the **vehicle** and unexpired registration and CTP Insurance if it is not repairable (when **you** keep the **vehicle**).

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## 2. Emergency services

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**We cover****We do not cover**

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If **we** agree to cover a claim under Part 1 or Part 2 **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 purposes; and/or
  - police force.
-

### 3. Pollution

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#### We cover

**We** will cover **your** legal liability (found by a Court, Tribunal or accepted by **us**) to pay compensation for **personal injury** or **damage to property** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of **contaminants or pollutants** into or upon any property, land, the atmosphere, water course or body of water (including ground water), 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 incident within Australia or its external territories.

The most **we** will pay for your legal liability under this Additional Benefit is \$500,000 in total during the **period of insurance**.

#### We do not cover

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

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

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### We cover

If **your vehicle** is an unregistered onsite caravan, **we** will cover **your** legal liability (found by a Court, Tribunal or accepted by **us**) to pay compensation for **personal injury** or **damage to property** which is caused by **your** use or occupation of the unregistered on-site caravan during the **period of insurance** in Australia or its external territories.

### We do not cover

**We** will not pay for:

- 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.
- 

## 5. Non-owned vehicle liability

---

### We cover

**We** will cover **your** legal liability (found by a Court, Tribunal or accepted by **us**) to pay compensation for **damage to property** owned or controlled by someone else and which is caused by 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.

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

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### We do not cover

**We** will not pay for **loss** of or **damage to property** owned or controlled by **you**.

## 6. Legal liability for caravans and trailers

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### We cover

**You** are covered for **your** legal liability (found by a Court, Tribunal or accepted by **us**) to pay compensation for **personal injury** or **damage to property** resulting from:

- 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**,

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

---

### We do not cover

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

- the caravan or trailer unless it is a **vehicle** insured under Part 1; 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 **we** have accepted a claim for **loss** or **damage** to the caravan or trailer under Part 1.

## How we settle a claim under Part 2

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If **we** agree to cover legal liability under this **policy** to pay compensation for **personal injury** or **damage to property**, **we** will pay:

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

**You** must pay any **excess** that may apply.

For an example of how **we** settle a liability claim, see page 73 of this **PDS**.

## Limits to what we pay

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The most **we** will pay for legal liability to pay compensation for **personal injury** or **damage to property** covered under this **policy**, arising directly or indirectly from one (1) **event** is \$50 million (unless another amount is specified in **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 specified in **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 1 – ‘Pollution’ of Part 2.

These amounts include all legal costs and expenses including 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) or **endorsement** unless a lower limit is specified therein.

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

## Optional Insurance

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Any optional insurance **you** select, and **we** agree to give **you**, will be shown on **your policy schedule**. Extra premium will apply. Options 1, 2 and 3 are only available if **your vehicle** is a car, utility, 4WD or van of not more than 2 tonne carrying capacity.

**We** may decide to make an optional cover available to **you** before **we** accept or agree to pay **your** claim. If **we** do this, it does not mean that **your** claim has or will be accepted. If **we** later decide that **we** cannot pay **your** claim **we** may decide to recover the costs from **you**.

**We** will not pay if the **loss, damage** or legal liability is excluded by any of the **policy** exclusions (to avoid doubt, including the exclusions in Part 1, Part 2, General Exclusions and any **endorsement**). All of the conditions of this **policy** apply unless stated otherwise.

### 1. Windscreen excess waiver

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#### We cover

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

---

#### We do not cover

## 2. Rental vehicle after accident

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### We cover

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) for which **we** agreed to pay a claim under Part 1, **we** will reimburse **you** for the cost of a hire **vehicle**:

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

For cover applicable to the hire vehicle please refer to Additional Benefit 3 – ‘Hire Vehicle’.

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

---

### We do not cover

**We** will not pay:

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

## 3. Protected No Claim Bonus

---

### 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**.

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### We do not cover

This Optional Insurance does not apply 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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### 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**.

However, the exclusion under 'We do not cover' on page 48 of Part 2 of this **policy** for '**loss** of, or **damage** to, property **you** own, control or are responsible for' does not apply to this Optional Insurance 4.

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

---

### We do not cover

**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

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An **excess** is the amount **you** will have to pay for each **event** when **you** make a claim under this **policy**, unless stated otherwise. **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.

**We** will decide if **you** pay the **excess** to **us** (when **we** ask for it) or to the repairer when **you** pick up **your vehicle** after it has been repaired. **We** can also choose to deduct the **excess** from the amount **we** pay **you**. In the case of a new replacement vehicle, **we** may require **you** to pay the **excess** before taking delivery of the new **vehicle**.

**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:

- a third party's vehicle is involved in the **event**, and **we** agree the driver of **your vehicle** was not at fault, and **you** can identify the other vehicle and the other driver responsible (by providing **us** with their name, residential address, phone number and vehicle registration details); or
- no other **vehicle** is involved in the **event**, and **we** agree the driver of **your vehicle** was not at fault, and **you** can identify another person at fault (by providing **us** with their name, residential address and phone number) and **we** agree that they were at fault.

## Types of excesses

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The amount and types of **excess** are shown on **your policy schedule** or in this **PDS**.

### Basic excess

The basic **excess** applies to each **event** the subject of a claim unless stated otherwise in the **PDS**.

### 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.

The amount of the **excess** is as follows:

- if the **vehicle** is a car, 4WD, utility or van of not more than 2 tonne carrying capacity:
  - for drivers under 21 years of age – \$500;
  - for drivers 21 years of age or older – \$300;
  - for **inexperienced drivers** – \$250.
- if 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.

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:

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

**You** pay 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 if **we** accept a claim for **loss** or **damage** to **your vehicle** or legal liability and at the time of the **event**, **your vehicle** was on a journey to or from a destination beyond the maximum radius of operation specified in **your policy schedule**, measured from **your vehicle's** garaged postcode specified in **your policy schedule**.

The radius **excess** is:

- \$500 if **your vehicle** is a truck or bus; or
- \$500 if **your vehicle** is a trailer which at the time of the **event** was being towed by a truck;

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

## Application of excess involving trailer and towing vehicle

If a trailer being towed by **your vehicle** damages the property of another person the **excess** for the towing **vehicle** will apply.

## General Exclusions

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**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 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. If **we** pay a claim, **we** can recover and **you** agree to **us** recovering insured or uninsured losses, damages, expenses or costs from the person who was driving or in charge of **your vehicle**, unless the law prohibits recovery by **us**.

- for theft, **loss** of, or **damage** to, a hire **vehicle you** have insured with the hire company;
- 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;
- if **you** or an **authorised driver** does something or neglects to do something that is not in accordance with this **policy** or does not give **us** the information or assistance that **we** ask for;
- for theft, **loss** or **damage** to **your vehicle** when anyone insured under this **policy** has not taken reasonable care to prevent this **loss** or **damage**;
- **loss** or **damage** caused by confiscation or detention by a lawful authority;
- consequential **losses** (financial and non-financial **loss**) or extra costs following an **event** covered by this **policy**, such as:
  - **loss** of income or wages;
  - **loss** caused by delay;

- lack of market or lack of any type of performance;
- medical expenses not covered by this **policy**;
- professional, expert, legal consulting or valuation costs unless **you** have obtained **our** prior written authority to incur these costs;
- **loss** related to stress or anxiety;
- 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** or costs, including the costs of **your** time to prove **your loss** or **damage** to help **us** with **your claim**;
- travel costs or other types of costs because **you** cannot use **your vehicle**, unless expressly covered elsewhere in this **policy**;
- cleaning costs unless expressly covered elsewhere in this **policy**; or
- any costs not otherwise covered by **your policy**.

However, **we** will cover other people's **losses** and costs to the extent they are insured under Part 2.

- 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 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 any biological, bacterial, viral, germ, chemical or poisonous **contaminants or pollutants** or any looting or rioting following these occurrences (except for any cover provided under Additional Benefit 1 – ‘Pollution’ of Part 2), 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;
- if the **event** that is the subject of the claim was caused intentionally, or with reckless disregard for the consequences, by **you**, any **employee**, any person who owns part of **your vehicle**, or **authorised driver** or someone acting with **your** or their express or implied consent;
- 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; or
  - the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
- for any consequence of war or warlike activities which includes invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- for any **loss** or **damage** directly or indirectly caused by, or arising from, or in consequence of, or contributed to by; confiscation, re-possession, nationalisation or expropriation or any looting, rioting or pillaging following any of these occurrences;

- for **personal injury, damage to property**, legal liability, **loss, damage**, cost or expense of whatever 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**.
- if, at the time of an **event, your vehicle** was **damaged**, unsafe or unroadworthy. However, **we** will cover **you**, if **you** prove to **our** satisfaction that the unroadworthy or unsafe condition of **your vehicle**:
  - did not cause or contribute to the **loss, damage** or legal liability being incurred; or
  - could not reasonably have been detected by **you**;
- 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** or an **authorised driver** for any type of illegal purpose;
  - carrying passengers for payment or reward unless it was a car pool, child care arrangement or fare paying passenger bus;
  - carrying a greater number of passengers than it was designed for or is allowable according to law;
  - conveying, towing, lifting or carrying a load not secured according to law;
  - conveying, towing, lifting or carrying a load in excess of that which was designed for or is allowable according to law;
  - being used to move dangerous goods or substances that pollute or contaminate unless this was done legally;
  - travelling on railway lines; or
  - being operated, transported or driven in an underground mine or mining shaft (but **we** will cover **you** if **your vehicle** was being used for open cut mining).

- for theft of or **loss** or **damage** to **your vehicle** caused by vandalism, fire, malicious intent, storm or hail if **your vehicle** is described in **your policy schedule** as Trade Plate, Motor Trade, Driving Risk or Customers Vehicles and at the time of the theft, **loss** or **damage** occurred **your vehicle** was:
  - on any premises **you** occupy or control;
  - on any showground or exhibition ground where **your vehicle** is an exhibit; or
  - being repaired at any motor repairer or garage.
- for **loss** or **damage** arising from breach of contract;
- Replacement of keys and locks, except to the extent covered under additional feature 'Locks and keys';
- **loss** of **your vehicle** or **loss** of the proceeds of sale, arising from the sale of **your vehicle**.

## Work dollar claim examples

The following worked dollar claim examples are designed to assist in the understanding of 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. **We** always determine real claim payments on an individual basis, after **we** have assessed each claim.

All amounts are shown in Australian dollars and are GST inclusive unless indicated otherwise. **You** should read the **PDS** 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 we assess the cost of repair to be \$20,000. We decide it is a total loss.*

*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. We assess the market value to be \$15,000.*

How much we pay		Further information
Market value	\$15,000	The vehicle is a total loss with a market value of \$15,000. We normally decide a vehicle is a total loss if it is unsafe or uneconomical to repair (e.g. the complete repair cost exceeds the market value less salvage value).
Less Input Tax Credit (ITC)	-\$1,364	If you are registered for GST and entitled to an ITC we will deduct this entitlement. In this example you are entitled to a full ITC (100%).
Less excess	-\$500	Only the basic excess applies in this example. We deduct this from the amount we pay to you.
Less unexpired CTP insurance and registration	-\$240	We deduct the value of unexpired CTP insurance and registration which you can collect from your transport authority

<b>How much we pay</b>		<b>Further information</b>
Total claim	<b>\$12,896</b>	We would normally pay this amount directly to you in a total loss situation.
Plus lease payout	\$2,200	If, instead of owning your vehicle outright, your vehicle was purchased under a finance lease and the amount owing was \$17,200 (excluding any payments in arrears and resulting interest), we will pay the difference between the amount owing under the finance arrangement and the market value (\$17,200 - \$15,000). This benefit has a limit of 20% of the market value (\$3,000).
Less ITC	- \$200	In this example you are entitled to a full ITC (100%).
Total claim	<b>\$14,896</b>	We would normally pay the claim directly to your financier and not to you in circumstances of a lease payout. You pay your financier any amounts left owing.

*If the vehicle in the above example was less than 2 years old at the time of the event, you can choose to accept a new vehicle of the same make and model including similar accessories and parts plus on-road costs e.g. registration, compulsory third party, pre-delivery.*

*You must pay the excess as we direct.*

*If the vehicle salvage is valued at \$1,000, the salvage becomes our property and we are entitled to keep the \$1,000 from its sale.*

## 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 we agree was not your fault and you have identified the at fault party and provided all their details that we require.

We assess the cost of repair of your vehicle to be \$50,000. We decide it is a total loss.

The vehicle is not subject to finance. The basic excess is \$500.

How much we pay		Further information
Agreed value	\$45,000	The vehicle is a total loss with an agreed value of \$45,000. We normally decide a vehicle is a total loss if it is unsafe or uneconomical to repair (e.g. the complete repair cost exceeds the agreed value less salvage value).
Less Input Tax Credit (ITC)	\$0	We do not deduct any ITC when your vehicle is comprehensively insured for agreed value.
Less excess	\$0	No basic excess applies in this example as the accident was not your fault and you have provided all the details of the at fault party that we require.
Less unexpired CTP insurance and registration	-\$240	We deduct the value of unexpired CTP insurance and registration which you can collect from your transport authority
<b>Total claim</b>	<b>\$44,760</b>	We would normally pay this amount directly to you in a total loss situation, unless your vehicle is subject to finance.

*If the vehicle salvage is valued at \$10,000, the salvage becomes our property and we are entitled to keep the \$10,000 from its sale.*

## Example: Partial loss – Repair

A vehicle that has a carrying capacity of not more than 2 tonne is comprehensively insured for market value. We assess the market value to be \$10,000. The basic excess is \$500.

The vehicle is stolen and subsequently recovered, damaged, 13 days later. We assess the cost of repairs to be \$5,500.

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

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

Plus personal effects	+\$350	Personal effects cover is limited to \$1,000 per event if the vehicle is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity. The sub-limit of this Extra Cover is in addition to the market value of the vehicle.
Total claim	<b>\$5,350</b>	We normally pay the \$350 for personal effects to you (and the remaining \$5,000 directly to the repairer).



## 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 vehicle	\$12,500	We normally pay the cost of repairs directly to the third-party claimant.
Less excess	- \$500	Only the basic excess applies in this example. We normally require you to pay this amount to us before we act on your behalf.
Plus our legal costs	+ \$3,000	We incur and do not charge you for these costs providing you have paid your excess prior to legal costs being incurred.
Total claim	<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. For the purposes of this example it is assumed that your vehicle is covered for Legal Liability Only.

'Damage by uninsured drivers' Extra Cover	\$4,500	You are not covered for damage to your vehicle because it is insured for Legal Liability Only. Under Part 2, Extra Cover 1 - 'Damage by uninsured drivers' provides limited cover in these circumstances for up to \$5,000. For the purposes of this example, we assess that the damage to your vehicle will cost more than its market value of \$4,500. We decide your vehicle is a total loss.
Less Input Tax Credit (ITC)	- \$409.09	If you are registered for GST and entitled to an ITC we will deduct this entitlement. In this example you are entitled to a full ITC (100%).

How much we pay		Further information
Less excess	- \$500	Only the basic excess applies in this example. We deduct this from the amount we pay you.
Less residual value of wreck	- \$500	The remaining value of your damaged vehicle. We deduct this from the amount we pay you.
Total claim	<b>\$3,090.91</b>	We normally pay this directly to you. You will keep the damaged vehicle.

## Definitions

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### Act of terrorism

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

### Agreed value

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

### 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 and includes **your employee**, principal and partner of **your business**.

### Business or Businesses

The business or businesses specified in **your policy schedule**.

### Contaminants or pollutants

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

### Damage or Damaged

Sudden or unforeseen physical damage or destruction.

### Damage to property

**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 **damaged** or destroyed provided such loss of use is caused by an **event**.

## Dangerous goods

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

## Emergency repairs

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

## Employee or Employees

Any person:

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

## Endorsement

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

## Event or Events

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

## Excess or Excesses

The amount of each and every claim that must be paid by **you**, before the application of any benefits or limits of **your policy**.

## Inexperienced driver

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

## 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 page 23) – 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**.

## Loss or Losses

Sudden and unforeseen physical loss.

## Market value

The amount **we** calculate the market would pay for **your vehicle**. The market value takes into account the age, make, model and condition of **your vehicle** immediately before the **loss** or **damage**. **We** might use recognised industry publications to assist **us** to calculate the amount. If **we** do so, depending on the age of **your vehicle**, **we** may also take into account the kilometres it has travelled. **We** do not include any allowance for dealer profit, warranty costs, any stamp duty or transfer fees.

## Partial loss

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

## Penalty claim

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

## Period of insurance

The period of time 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 computers, laptops, iPad and tablet devices, personal navigation equipment, jewellery of any type, unset jewels or stones, musical instruments, curios, works of art, money or payment cards.

## Personal injury

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

## Policy

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

## Policy schedule

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

## Product Disclosure Statement (PDS)

PDS is the name of this document and it contains the terms of **your** insurance cover. It tells **you** what cover **we** provide, details of costs and **excesses** and other important information.

It should be read together with **your policy schedule** any **endorsements** and any **Supplementary PDS** that **we** may give **you**.

## Reasonable repair costs

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

- **your** repairer's quote with any adjustments or reduction recommendation by an experienced motor vehicle assessor **we** appoint;
- the limitations **we** apply when authorising repairs performed by our **recommended repairer** (see 'Choice of repairer'); and
- a quote **we** may choose to obtain from one of **our recommended repairers**.

## Recommended repairer

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

## Road

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

## Substitute vehicle

A **vehicle** which does not belong to **you** and which **you, your spouse, 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

When:

- **your vehicle** is stolen and not recovered within fourteen (14) days of **you** reporting its theft to **us** and **we** are satisfied that **your** claim is in order;
- **we** decide **your vehicle** is uneconomical or unsafe to repair.

## You/your

means the insured named in the **policy schedule**.

## Vehicle

Means:

- the **vehicle(s)** specified in **your policy schedule**; or
- an additional vehicle as defined in 'Cover for additional vehicles' on page 23.

The following accessories will also be insured if they are attached to or are in or on **your vehicle**: baby capsule/car seat – bonnet protector – built in refrigerator – bull bar – CB and/or 2 way radio – dash mats – decorative wheel trims – driving lights – fire extinguishers – fixed GPS units – fixed roof/ladder racks – floor mats – headlamp guards – mud flaps – paint protection – panel/rust protection – pin striping – decals – protective mouldings – rear louvre sunshade – registration plate covers – seat covers – side steps for a 4WD – sign writing – sound system (fitted as standard by manufacturer) – spare wheel cover – steering locks – tarpaulins – tools supplied as standard by the manufacturer or similar replacement – tow bars – weather shield – winch. It also includes other **vehicle** accessories or modifications if **we** have agreed to insure them as part of **your vehicle** and they are specified in **your policy schedule**.

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

- a trailer;
- a caravan; or

- another **vehicle** which has broken down;

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

- a **substitute vehicle**.

**We/our/us**

means AAI Limited ABN 48 005 297 807 trading as AAMI Business Insurance.

## Privacy statement

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

### Why do we collect personal information?

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

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

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

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

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

### How we handle your personal information

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

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

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

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

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

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

## Overseas Disclosure

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

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

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

## **Your personal information and our marketing practices**

Every now and then, **we** and any related companies that use the 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, obtaining a list of overseas countries, or giving **us** **your** marketing preferences **you** can:

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

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**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](http://aami.com.au)**

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

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