BlueZebra

Steadfast

Commercial Motor Insurance

Combined Policy Wording, Product Disclosure Statement (PDS) & Financial Services Guide (FSG)

Effective Date: 1 July 2026

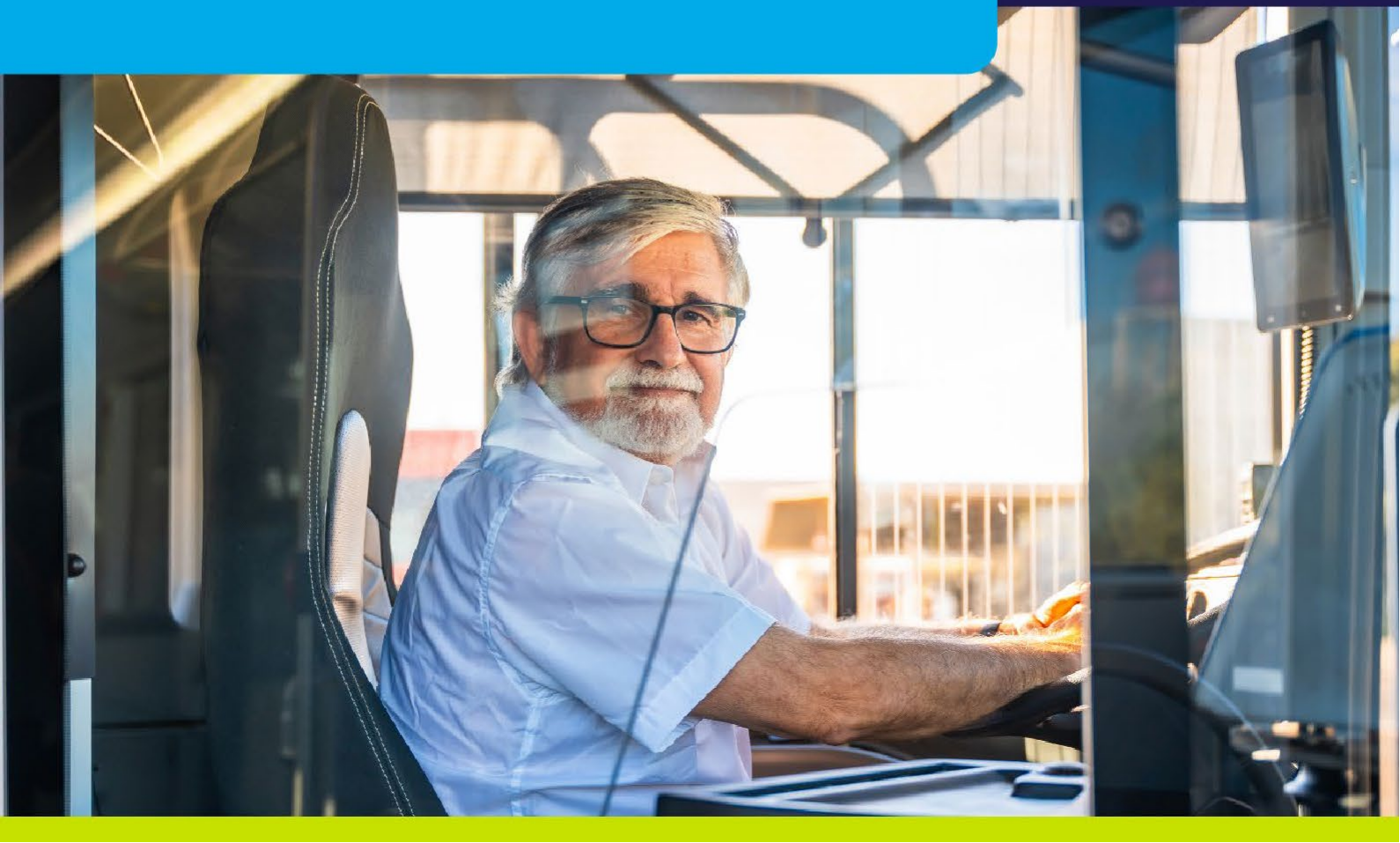


TABLE OF CONTENTS

PRODUCT DISCLOSURE STATEMENT **3**

INTRODUCTION **3**
IMPORTANT INFORMATION **5**

Complaints 5
Duty of Disclosure 6
How we determine your premium 6
Privacy 7

POLICY TERMS AND CONDITIONS **9**
GENERAL DEFINITIONS **10**
SECTION ONE: OWN DAMAGE **13**
ADDITIONAL BENEFITS APPLICABLE TO SECTION 1 ..... **14**
OPTIONAL COVER AVAILABLE UNDER SECTION 1 ..... **19**
LIMITATIONS OF COVER APPLICABLE TO SECTION 1 ..... **20**
EXCLUSIONS APPLICABLE TO SECTION 1 ..... **21**
SECTION 2 - THIRD PARTY PROPERTY DAMAGE LIABILITY SECTION **22**
ADDITIONAL BENEFITS APPLICABLE TO SECTION 2 ..... **22**
EXCLUSIONS APPLICABLE TO SECTION 2 ..... **25**
ADDITIONAL BENEFITS APPLICABLE TO BOTH SECTION 1 AND SECTION 2 ..... **27**
EXCLUSIONS APPLICABLE TO BOTH SECTION 1 AND SECTION 2 ..... **28**
GENERAL CONDITIONS APPLICABLE TO BOTH SECTION 1 AND SECTION 2 ..... **32**
MAKING A CLAIM **34**

What you must do in the event of a claim 34
Excess 35
Choice of repairer 36
Parts, extras and accessories 36
What happens after you make a claim 37

FINANCIAL SERVICES GUIDE **38**

INTRODUCTION



ABOUT THIS PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (PDS) is an important document. You should read it carefully before making a decision to purchase this product.

This PDS will help **you** to:

- decide whether this product will meet **your** needs; and
- compare this product with other products **you** may be considering.

The information contained in this Introduction and the Important Information section is general information only. It is important **you** read the policy wording to ensure **you** have the cover **you** need.

Any terms in this PDS that are in **bold** are words that have a particular defined meaning. **You** should refer to the 'Definitions' section of this document to obtain the full meaning of such terms. Headings have been included for ease of reference, but do not form part of the policy.

This PDS is made up of:

- this Introduction section;
- the 'Important Information' section (beginning on page 5); and
- the policy wording (beginning with the section 'Policy Terms and Conditions' on page 9) - terms and conditions of the cover provided.

This Combined FSG and PDS was prepared on 21 May 2026.

UPDATING THIS PDS

Certain information in this PDS may change from time to time If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting **your** broker or by contacting **us** using **our** contact details on the back page of this PDS.

Please note that **we** may also choose to issue a new or supplementary PDS in other circumstances.

ABOUT STEADFAST

Steadfast Group Limited ('Steadfast') is a public company. It includes a large network of insurance brokerages that operate in the Commonwealth of Australia as Steadfast brokers. This insurance is available exclusively to **you** through a Steadfast broker. Steadfast does not issue, guarantee or underwrite the **policy**.

IMPORTANT INFORMATION ABOUT STEADFAST'S ADVICE

Any advice Steadfast gives about the **policy** does not take into account any of **your** particular objectives, financial situation or needs. For this reason, before **you** act on Steadfast's advice, **you** should consider the appropriateness of the advice taking into account **your** own objectives, financial situation and needs. Before **you** make any decisions about whether to acquire the **policy**. **We** recommend that **you** should read the **policy**.

ABOUT BLUE ZEBRA

Blue Zebra Insurance Pty Ltd (BZI, **we**, **us** or **our**) ABN 12 622 465 838, Australian Financial Services (AFS) Licence Number 504130, is an insurance underwriting agency and holds an AFS Licence to deal in and provide general advice on general insurance products and to provide claims handling and settling services.

BZI issues and administers the **policy** BZI acts under a binding authority for the **insurer** and not **you**.

THE INSURER

ABOUT QBE

The **insurer** is QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE). QBE is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

QBE in the community: Premiums4Good™

We are committed to giving back to the communities that we operate in. Through Premiums4Good, we invest a portion of customer premiums into impact investments that aim to make positive environmental or social change, alongside a financial return. It is just another way we help in enabling a more resilient future.

FINANCIAL CLAIMS SCHEMES

This policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. **You** may be entitled to access the FCS if **you** meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA:

Phone: 1300 558 849

Online: www.apra.gov.au/financial-claims-scheme-general-insurers

HOW TO APPLY FOR THIS POLICY

Throughout this document when **we** are referring to **your** insurance broker or adviser, **we** simply refer to them as **your** broker.

If **you** are interested in buying this product or have any inquiries about it, **you** should contact **your** broker who should be able to provide **you** with all the information and assistance **you** require.

If **you** are not satisfied with the information provided by **your** broker, **you** can contact **us** at the address or telephone number shown on the back cover of this document. However, **we** are only able to provide factual information or general advice about the product. **We** do not give advice on whether the product is appropriate for **your** personal objectives, needs or financial situation. Therefore, **you** should carefully read this duty document before deciding whether to purchase this product or not.

OUR CONTRACT WITH YOU

You must pay **us** or **your** broker the agreed premium by the date due, to ensure there is cover under this **policy.** If **we** accept a claim under this **policy**, **you** will always need to pay **us** the premium due. **Your policy** is a contract of insurance between **you** and the insurer and contains all the details of the cover that **we** provide.

Your policy is made up of:

- the policy wording, beginning with the 'Policy Terms & Conditions' section. The policy wording tells **you** what is covered, sets out the claims procedures, exclusions and other terms and conditions of cover;
- **your policy schedule** issued by **us** for the relevant **period of insurance**. The **policy schedule** is a separate document unique to **you**, which shows the insurance details relevant to **you**. It includes any agreed changes, exclusions, terms and conditions made to suit **your** individual circumstances; and
- any written amendment to **your policy** by way of a Supplementary PDS or an endorsement to **your policy schedule**, that is issued by **us** to **you**.

This document is also the PDS and policy wording for any offer of renewal **we** may make, unless **we** tell **you** otherwise. Please keep **your** documents in a safe place.

Unless stated otherwise in the policy, if there is more than one insured on the policy, then anything which any of the insureds says, does or omits to advise to **us**, applies to and affects the rights of all of the insureds under this policy or any claim made under it. **We** only need a request from one insured to change or cancel **your** policy, or to tell **us** where an approved claim payment should be paid.

If **you** require further information about this product, please contact **your** broker.

CONFIRMATION OF TRANSACTIONS

If **you** need to clarify any of the information contained in this PDS, wish to confirm a transaction or **you** have any other queries regarding **your policy**, **your** first point of contact is **your** broker. However, if **you** would like to contact **us** directly, please use the contact details on the back cover.

IMPORTANT INFORMATION

GENERAL INSURANCE CODE OF PRACTICE

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. **You** can read the Code at codeofpractice.com.au

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

BZI also proudly supports the Code.

MISUSE OF OUR PRODUCTS AND FAMILY VIOLENCE

We do not condone the misuse of **our** products for the purpose of financial abuse or disadvantage, including through family and domestic violence. **We** are here to provide support to **our** customers who may be impacted. Further details about **our** Family and Domestic Violence Customer Support Policy are available at qbe.com/au

MOTOR VEHICLE INSURANCE AND REPAIR INDUSTRY CODE OF CONDUCT

The insurer is a signatory to the Motor Vehicle Insurance and Repair Industry Code of Conduct ('code of conduct') and **BZI** also proudly supports the code of conduct.

The code of conduct is intended to promote transparent, informed, effective and cooperative relationships between smash repairers and insurance companies based on mutual respect and open communication.

Complaints

We are here to help. If **you** are unhappy with any of **our** products or services, or the service or conduct of any of **our** suppliers, please let **us** know and **we** will do **our** best to put things right.

STEP 1 – TALK TO US

Your first step is to get in touch with QBE Customer Relations, who will assist **you** with resolving **your** complaint. Please provide **our** team with as much information as possible so they can try to fix the problem quickly and fairly.

A Dispute Resolution Specialist will review **your** complaint independently and provide **you** with **our** final decision.

You can contact the Customer Relations team directly:

Phone: 1300 650 503
Fax: (02) 8227 8594
Email: complaints@qbe.com
Post: GPO Box 219, Parramatta NSW 2124

For additional assistance in lodging a complaint, please refer to qbe.com/au

STEP 2 – STILL NOT RESOLVED?

If **we** are unable to resolve **your** complaint to **your** satisfaction within a reasonable time, or **you** are not happy with **our** final decision, **you** can refer **your** complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). **We** are a member of AFCA and their decisions are binding on **us**.

Phone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3, Melbourne VIC 3001

AFCA will inform **you** if **your** complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

MORE INFORMATION

You can find more information about how we deal with complaints on our website at qbe.com/au or you can call us on 133 723 to speak with us or request a copy of **our** complaints brochure at no charge by us.

COMPLAINTS JUST ABOUT PRIVACY

If **you** are not happy with how **we** have handled **your** personal information, call us on 1300 650 503 or email **us** at complaints@qbe.com. If **you** are not satisfied with **our** response, **you** can contact the Office of the Australian Information Commissioner (OAIC):

Phone: 1300 363 992
Email: enquiries@oaic.gov.au
Post: GPO Box 5288, Sydney NSW 2001

Cooling-off period

After **you** apply for (or renew) a BZI product and **you** have received the PDS, **you** have 30 days to check that the policy meets **your** needs.

Within this time **you** may cancel the policy and receive a full refund of any premiums paid (less any non-refundable government charges, taxes, levies or other fees that **we** have paid and are not recoverable), unless:

- **you** have made a claim under **your** policy; or
- **you** have exercised any right or power **you** have in respect of **your** policy or the policy has ended.

Your request will need to be forwarded to us via **your** intermediary.

You can cancel **your** policy at any time after the cooling-off period. Please refer to 'Cancellation' under the 'General Conditions' section.

Goods and Services Tax (GST)

You must advise **us** of **your** correct input tax credit percentage (**your** entitlement to GST credits on **your** insurance premium), where **you** are GST registered as a business and have an Australian Business Number.

We will not indemnify **you** for any GST liability, fines or penalties that arise from or are attributable to **your** failure to notify **us** of **your** entitlement (or correct entitlement) to an input tax credit on the premium.

The **sum insured type** values that **you** choose should exclude GST and all dollar amounts in this PDS are exclusive of GST unless stated otherwise.

In the event of a claim, if **you** are not registered for GST, **we** will reimburse **you** the GST component, in addition to the amount **we** pay **you**. If **you** are registered for GST the amount that **we** are liable to pay under this **policy** will be reduced by the amount of any input tax credit that **you** are or may be entitled to claim for the supply of goods or services covered by that payment.

If **you** are unsure about the taxation implications of this **policy**, **you** should seek advice from **your** accountant or tax professional.

Duty of Disclosure

Before **you** enter into an insurance contract, **you** have a duty under the Insurance Contracts Act 1984 (Cth) 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; or
- is common knowledge; or
- **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 tell **us**, **we** may cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both.

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

How we determine your premium

The amount of **your** premium is determined by taking a number of different factors into account.

It is important for **you** to know that the premium varies depending on the information **we** receive from **you** about the risk to be covered by **us**. The higher the risk is, the higher the premium is likely to be. Based on **our** experience and expertise, **we** decide what factors increase **our** risk and how they should impact on the premium.

For this product the following are some of the factors that are taken into consideration when determining the appropriate premium:

- the nature of **business** use for **your vehicle**;
- the value of **your vehicle,** including any non-standard **modifications**; or accessories that have been added to it;
- where the **vehicle** is parked overnight;
- the details of any disclosed drivers of **your vehicle**, including their age, driving experience and claims history;
- the level of cover **you** have chosen and whether **you** have chosen any optional covers or not;
- the **excess you** have chosen.

How the factors combine to calculate premium may also be impacted according to **your** circumstances and other underwriting considerations.

The premium determined by a combination of the factors may be adjusted up or down to reflect **your** circumstances and underwriting considerations including the risk being insured and the value of any claims. An adjustment like this may increase or decrease the premium from the combination of factors and may limit discounts.

Your broker can arrange for **you** to be provided with a quote for a premium. **You** will need to supply all **your** relevant details to **your** broker to enable **us** to calculate **your** premium.

Another important thing to know is that **your** premium also includes amounts that take into account **our** obligation to pay any relevant compulsory government charges, taxes or levies (e. g. Insurance Duty, GST or Emergency Services Levy) in relation to **your policy**.

Minimum premiums may apply. Minimum premium and **your** previous year's **premium** are commercial factors that may limit premium increases and decreases from the combination of the factors and any discounts. A minimum premium is the least amount of **premium we** will accept for the insurance and factors and any discounts will not reduce the **premium** below minimum premium. **Your** previous year's **premium** is taken into account on renewal and may limit premium increases and decreases from the combination of the factors and limit discounts.

BZI may also add an agency fee to the **premium** that is charged, and this will be shown on **your policy schedule**. The agency fee will only be refunded when the **policy** is cancelled within the cooling-off period or where the cancellation is effective from the start date of the **period of insurance**.

The **premium we** calculate according to the factors, **your** circumstances and other commercial factors, including taxes and government charges, will be shown on **your policy schedule**.

HOW TO PAY YOUR PREMIUM

You must pay **your premium** via **your** intermediary by the due date shown on **your policy schedule**.

If **your** premium is unpaid after the due date, **we** may be entitled to reduce or refuse pay a claim or to cancel this policy.

Renewal

At least 14 days before the **policy** expires **we** will provide **you** with a notice, offering **our** renewal terms, or explaining the reason for not renewing **your policy**. If **we** offer to renew **your policy**, **you** are not obliged to renew the **policy** with **us**. **We** encourage **you** to review the new sum insured type amounts and coverages to make sure they continue to meet **your** needs.

If **you** pay **your** premium annually, **you** must pay the full amount by the due date shown on y**our** renewal invitation in order for cover to continue into the renewed **period of insurance**.

This PDS (together with any amendments, updates or endorsements that **we** give **you** in writing) also applies for any offer of renewal **we** make, unless **we** tell **you** otherwise or provide **you** with a new updated PDS.

Your cooling-off period applies on each renewal. See 'Cooling-off period' for details.

Each renewal is a separate contract and not an extension of the prior contract.

Privacy

HOW BZI MANAGES YOUR PERSONAL INFORMATION

BZI complies with Australian privacy law, including the Privacy Act 1988 (Cth).

HOW WE COLLECT YOUR DETAILS

We usually collect personal or sensitive information, about **you** ('your details') directly from **you** or **your** broker. **We** may also collect it from other third parties such as **our** agents and service providers, other insurers and insurance reference bureaus, people who are involved in a claim or assist **us** in investigating or processing claims, including third parties claiming under **your policy**, witnesses and medical practitioners, third parties who may be arranging insurance cover for a group that **you** are a part of, law enforcement, dispute resolution, statutory and regulatory bodies, marketing lists and industry databases; and publicly available sources.

Before giving **us** personal information about another person, please make them aware of this privacy notice or refer that person to **our** privacy policy which is referred to below.

WHY WE COLLECT, USE AND DISCLOSE YOUR DETAILS

We collect, disclose and handle information, and in some cases personal or sensitive information, about **you** ('**your** details') to assess applications, administer policies, contact **you**, enhance **our** products and services and manage claims ('purposes'). If **you** do not provide **your** information, **we** may not be able to provide **you** with **our** services or do those things listed above. By providing **us**, **our** representatives or **your** broker with **your** details, **you** consent to **us** using, disclosing to third parties and collecting from third parties **your** details for the purposes.

Laws authorising or requiring **us** to collect information include the Insurance Contracts Act 1984, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.

WHO WE MAY DISCLOSE YOUR DETAILS TO (INCLUDING OVERSEAS DISCLOSURE)

We may disclose **your** details for the purposes noted above to relevant third parties including **your** broker, affiliates of **BZI**, QBE, other insurers and reinsurers, **our** service providers, **our** business partners, health practitioners, **your** employer, parties affected by claims, people investigating or assisting **us** in claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

BZI's privacy policy, available at www bzi com au, provides further information and lists service providers, business partners and countries in which recipients of **your** details are likely to be located. It also sets out how **we** handle privacy complaints and how **you** can access or correct **your** details or make a complaint.

HOW QBE MANAGES YOUR PERSONAL INFORMATION

QBE take the security of **your** personal information seriously.

QBE will collect personal information directly from **you** when **you** deal with QBE, or sometimes through QBE's agents, other companies in the QBE group or suppliers acting on QBE's behalf. QBE will only ever collect the personal information QBE need in order to provide their services to **you**, such as issuing and administering QBE products and services and processing claims. QBE will obtain consent before collecting sensitive information, such as health information, unless QBE are required or permitted by law to collect it without consent. Sometimes QBE may store and disclose **your** personal information overseas. When QBE do this, QBE ensure **your** information is retained in accordance with the Australian Privacy Act 1988 and local privacy laws.

QBE's Privacy Policy describes in more detail from whom QBE collect personal information, as well as where QBE store it and the ways QBE could use it. **You** can find it at qbe.com/au/about/governance/privacy-policy

If **you** would like to access or correct **your** personal information please contact QBE at customercare@qbe.com or on 1300 650 503.

ACCESSIBILITY SERVICES

We recognise that **our** customers may find themselves in difficult circumstances, particularly when a claim event occurs. **We** have developed an Accessibility Services to provide additional support to **our** customers who may be experiencing vulnerability due to their circumstances, including personal circumstances that are not directly related to insurance. The General Insurance Code of Practice provides the following examples that may contribute to a person needing extra care:

- age;
- disability;
- mental health conditions;
- physical health conditions;
- family violence;
- language barriers;
- literacy barriers;
- cultural background;
- Aboriginal or Torres Strait Islander status;
- remote location; or
- financial distress.

More information about **our** accessibility services and how **we** support customers is available on **our** website.

POLICY TERMS AND CONDITIONS

THINGS YOU MUST TELL US OR DO DURING THE PERIOD OF INSURANCE

Under this **policy**, **you** must tell **us** and/or do the following things within a specific timeframe:

- Hire costs following an accident
- Automatic additions

If there are any changes to the answers to **our** questions which **you** disclosed at the commencement of this insurance **policy**, any subsequent endorsements, alterations or renewals, **you** must notify **us** of the change within 30 days. If **you** require a copy of the information that has been provided to **us**, please contact **your** Broker or Insurance Advisor.

Your failure to notify **us** of the alterations of risk or changes that may increase the risk could result in **us** declining a claim and/or cancelling or avoiding the **policy**, except where **we** expressly allow alterations in risk in the relevant cover sections of the **policy**.

WHAT WE COVER

Subject to the terms, conditions, limitations and exclusions contained in this **policy**, and after **you** have paid or agreed to pay **us your** premium, **we** will insure **you** against **damage** or any liability incurred as described, occurring within Australia during the **period of insurance**.

This **policy** is not a maintenance **policy** and does not pay out to rectify or improve structural defects, faulty design or faulty workmanship, or to resolve issues that have occurred due to inadequate maintenance, gradual deterioration or general wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance.

Under this **policy** there are three cover options available. The cover option **you** have selected for each of **your vehicle(s)** is shown on **your policy schedule**. The cover options which are available are:

OPTION 1: COMPREHENSIVE - OWN DAMAGE AND THIRD PARTY PROPERTY DAMAGE LIABILITY

- Section 1 of this **policy** will operate as follows:

  Damage to **your vehicle**; and

  - Additional Benefits applicable to Section 1; and
  - Optional Cover Available under Section 1 if shown on **your policy schedule**;

and

- Section 2 of this **policy** will operate in full;

OPTION 2: FIRE, THEFT AND THIRD PARTY PROPERTY DAMAGE LIABILITY

- The operation of Section 1 of the **policy** is restricted to the types of cover marked as included in Option 2 (this option provides limited cover for some losses which are commonly caused by fire, explosion, lightning, theft or attempted theft);

and

- Section 2 of this **policy** will operate in full;

OPTION 3: THIRD PARTY PROPERTY DAMAGE LIABILITY ONLY

Only Section 2 of this **policy** will operate.

GENERAL DEFINITIONS

The following General Definitions apply to all sections of the **policy** unless defined differently within an individual section. The singular includes the plural and vice versa.

Accident means a sudden **event** which is an unintended or unforeseen happening and is not expected or designed. The **event** arises out of the use of **your vehicle** and includes a series of accidents arising out of the one **event**.

Accidental Damage means sudden physical loss, **damage** or destruction to **your vehicle** caused by an **accident**.

Act of Terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government of the day or de facto government of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) of the day or de facto, and which:

- involves violence against one or more persons;
- involves damage to property;
- endangers life other than that of the person committing the action;
- creates a risk to the health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.

Agreed Value means the **total sum insured** specified, exclusive of GST, in the **policy schedule**, this amount includes **standard accessories** plus any **attachments, modifications** or **non-standard accessories** specified on the **policy schedule**

Aircraft means any craft or object designed to travel through air space, other than model aircraft.

Attachment means an item of machinery that:

- is shown on **your policy schedule**; and
- is permanently attached to **your vehicle**.

Autonomous Vehicle means a **vehicle** that can travel without active driver supervision. Also known as a self-driving car, driverless car or robotic car. This does not include safety features which require active driver supervision, for example autonomous emergency braking, automatic parking, steering assist or sign recognition.

Aviation Works means any of the following work:

- the refuelling of **aircraft**; or
- the construction, alteration, repair, restoration, maintenance, extension, demolition or dismantling of buildings, runways or structures (whether permanent or not) forming, or to form part of the airport that is restricted and not accessible to the general public; or
- the installation, alteration, repair or maintenance of lighting, power supply, drainage, sanitation, water supply, gas supply, fire protection, security and communications systems in any part of the airport that is restricted and not accessible to the general public; or
- any operation on any part of the airport that is restricted and not accessible to the general public involving site clearance, earthmoving, excavation, tunnelling, boring, laying of foundations, erection or dismantling of scaffolding, site restoration, landscaping and the provision of roadways and other access works.

Business means **your** business as shown in **your policy schedule**.

Computer System means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or **electronic data** storage device, networking equipment or back up facility.

Consequential Loss means loss of use, loss of earning capacity and any other consequential loss of any kind incurred as a result of **you** not being able to use **your vehicle**.

Cyber Incident means:

- an unauthorised or malicious act, or
- malware, virus, hacking, denial of service or similar mechanism,

affecting access to, use of or operation of any of **your vehicle's computer systems** or causing loss of, corruption of, or loss of access to **electronic data**.

Damage and Damaged means:

- sudden and unexpected physical loss, damage or destruction of **your vehicle** (including by **malicious damage** and theft) but excludes breaking, distortion, seizing, failure or breakdown of a part of **your vehicle** caused by a defect of the part of **your vehicle** that occurs at an identifiable time and place; or
- permanent loss by theft of **your vehicle**.

Dangerous Goods means dangerous goods as defined in either the current Australian Code for the Transport of Dangerous Goods by Road or Rail or the current Australian Code for the Transport of Explosives by Road or Rail, as well as any amendments, successor Codes or Standards or similar replacements to the Codes and Standards.

Dry Hire means the hiring out of **mobile plant** without a driver or operator.

Employees means a person(s) **you** have the right to direct during **your business** activities who is:

- employed by **you**;
- apprenticed to **you**;
- deemed to be **your** employee by any applicable law;
- hired or seconded from another party by **you**; or 5) an executive director or officer of **your business**.

Electronic Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

Event means an **accident** or series of **accidents** with the same original source or cause. All **accidents** of a series consequent upon or attributable to one source or original cause shall be deemed to be one event.

Excess means the amount shown in **your policy schedule** or this document which **you** must pay when **you** make a claim under **your policy**. The basic **excess** will apply separately to each **vehicle** and each claim on that **vehicle** (see 'MAKING A CLAIM' section for details).

Family means:

- **your** spouse or **de facto spouse**; and
- **your** children or the children of **your** spouse or **de facto spouse**,

who ordinarily live with **you**.

A '**de facto spouse'** means a person whether of the same sex or not, who ordinarily lives with **you** in a genuine personal and domestic relationship similar to the relationship of husband and wife.

Machine means an item of machinery identified in **your policy schedule** including any **attachment** acquired by **you** that is:

- identified in **your policy schedule**; and/or
- permanently attached to **your vehicle**.

Malicious Damage means intentional **damage** done to **your vehicle** or other property insured under this **policy** by someone else without **your** consent.

Market Value means the value of **your vehicle** immediately before the **damage** occurs based on the make, model, age and condition of **your vehicle** (exclusive of GST).

Mobile Plant means a self-propelled **vehicle** or **machine** which is not normally registered for on road use and is used for excavating, digging, grading, drilling, lifting, pumping, loading and unloading, vacuuming or other mechanical work.

Modification means any change to **your vehicle** which affects the value, safety, performance or appearance of **your vehicle** from the manufacturer's specification.

Non-Standard Accessories means accessories fitted after the manufacture of **your vehicle** or at the time of manufacture as an optional extra.

Period of Insurance means the period **we** provide the cover under the **policy** as set out on **your policy schedule** unless ending earlier in accordance with the **policy** or relevant law.

Personal Property means personal items designed to be worn or carried, but not:

- cheques, money, credit cards or negotiable instruments; or
- firearms; or
- tools or items used in connection with **your business**; or
- mobile phones.

Policy means **your** insurance contract with **us** which consists of this policy wording, the **policy schedule** and any Supplementary PDS or any endorsement which amends the policy wording or the **policy schedule**.

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

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste materials.

Radius Limit means the area inside a circle drawn with **your vehicle's** primary location as the centre and with a radius of the length shown in **your policy schedule**.

Standard Accessories means standard accessories, tools, equipment and spare parts fitted to **your vehicle** by the manufacturer of **your vehicle** but excludes **non-standard accessories**.

Substitute Vehicle means a **vehicle** not belonging to **you** and which is used by **you** with the consent of the owner whilst **your vehicle** is undergoing repairs or service.

Sum Insured Value means the **total sum insured** amount specified, exclusive of GST, in the **policy schedule**, this amount includes **standard accessories** plus any **attachments, modifications** or **non-standard accessories** specified on the **policy schedule**. Payment will be made on the **total sum insured** shown on **your policy schedule** or the **market value**, whichever is the lesser.

Third Party means a person who is not the **insured** or is not a person to whom cover is provided by this **policy**.

Tool of Trade means the use or operation of a **vehicle** and/or any **attachment**, equipment, tool or apparatus which forms part of the **vehicle**, but only whilst engaged in and undertaking its designed purpose of digging, scraping, shovelling, grading, boring, drilling, compacting, harvesting, ploughing, shredding, lifting, clearing, levelling, hosing, pumping, spraying, vacuuming or suction activities.

Total Loss means **your vehicle** is stolen and not recovered within a reasonable period of time or where **your vehicle** is **damaged,** and **we** consider the cost of repairing **your vehicle** is uneconomical or greater than:

- the **agreed value** where **your vehicle** is insured for **agreed value,**
- the **market value** where **your vehicle** is insured **for market value**; or
- the **sum insured value** or **market value**, whichever is the lesser, where **your vehicle** is insured for **sum insured value**.

Total sum insured means the value shown on the **policy schedule** for total sum insured. It is the 'Vehicle Sum Insured' shown on **your policy schedule** plus any **attachments, modifications** or **non-standard accessories** specified on the **policy schedule.**

If the sum insured type selected is shown as 'Agreed Value' on **your policy schedule**, payment will be made on the **total sum insured**. If the sum insured type selected is shown as 'Sum Insured Value' on **your policy schedule**, payment will be made on the **total sum insured** or the **market value**, whichever is the lesser.

Trailer means the registered trailer shown on **your policy schedule**. **Trailer** also includes:

- registered caravans which are not:
  - permanently on site or which is used as a permanent residence; or
  - a motorised, campervan, or motor home
- the permanent fixtures, fittings, furniture, furnishings and bottled gas equipment contained in or on **your** trailer which would normally be sold with it; or
- an annex or canvas awning which is securely attached to **your** trailer at the time of any **damage**.

Vehicle means any type of machine intended to be propelled on wheels or self-laid tracks by means other than human or animal power; but excludes rail and tram rolling stock. It includes any manufacturers' tools, Accessories, equipment and options fitted as standard by the manufacturer and any agreed **attachments, modifications** or **non-standard accessories** or equipment fitted which are noted on **your policy schedule** or otherwise specifically covered by the **policy**.

Virus means Any computer malware, virus or similar mechanism, computer program or code, including but not limited to, any malicious software, file, ransomware, virus, boot sector virus, macro virus, hostile applet, Trojan horse program, java virus, ActiveX virus, worm, logic bomb or other executable program or code which initiates an event on infected computer equipment, causing modification of or damage to data, memory or data media or otherwise adversely affecting directly or indirectly the operation of or access to the vehicle, any vehicle **computer system** or any data or information therein.

We, us, or **our** means Blue Zebra Insurance Pty Ltd (**BZI**) ABN 12 622 465 838, AFS Licence Number 504130 to the extent it is acting as an agent of the **insurer** under a binder agreement, or otherwise the **insurer**. With respect to 'Complaints' in the 'Important Information' section, we, us, our means QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFSL 239545.

You, Your or **Insured** means:

- those named in **your policy schedule** and their subsidiary companies, organisations and other entities in which they have a controlling interest at the commencement of the **period of insurance** and other third parties or persons who are specifically provided with cover under the **policy**.
- where the Insured comprises more than one legal entity, the word 'you' shall be considered as applying to each entity as if that entity were the only entity named as you.
- for the purpose of Section 2 – Third Party Property Damage Liability:
  - anyone using or in charge of **your vehicle** with **your** consent, but excluding hirers;
  - any authorised passenger in **your vehicle**;
  - **your** employer or principal where **your vehicle** was, at the relevant time, being driven on **your** behalf with **your** consent.

SECTION ONE: OWN DAMAGE

WHAT YOU ARE COVERED FOR IF YOU CHOOSE OPTION 1: COMPREHENSIVE

If **you** select Option 1: Comprehensive and during the **period of insurance your vehicle** suffers **accidental damage**, including **damage** caused by fire, hail, flood, storm or earthquake; or

- is lost by theft and not found; or
- suffers **malicious damage**,

We will insure **you** as described above under "What We Cover" in "Option 1: Comprehensive" and following collaboration with **you**:

- replace, reinstate or repair **your vehicle;** or
- pay **you** the reasonable amount it would cost **you** to repair **your vehicle** to its condition before it was **damaged**; or
- If **your vehicle** is a **total loss** and it is not practical and economical for **us** to repair or replace it, and where **your policy schedule** shows that **your vehicle** is insured for sum insured type:
  - **market value** , **we** will pay **you** the **market value** of **your vehicle**;
  - **sum insured value**, **we** will pay **you** the lesser of **market value** of **your vehicle** or the **sum insured value**; or
  - **agreed value**, pay **you** the **agreed value.**

WHAT YOU ARE COVERED FOR IF YOU CHOOSE OPTION 2

If **you** select Option 2: Fire, Theft and Third Party Property Damage Liability and during the **period of insurance your vehicle** suffers **accidental damage** as a result of fire, explosion, lightning, theft or attempted theft, **we** will insure **you** as described above under "What We Cover" in "Option 2: Fire, Theft and Third Party Property Damage Liability" and, following collaboration with **you**:

- replace, reinstate or repair **your vehicle;** or
- pay **you** the reasonable amount it would cost **you** to repair **your vehicle** to its condition before it was **damaged**; or
- If **your vehicle** is a **total loss** and it is not practical and economical for **us** to repair or replace it, and where **your policy schedule** shows that **your vehicle** is insured for sum insured type:
  - **market value**, **we** will pay **you** the **market value** of **your vehicle**;
  - **sum insured value**, **we** will pay **you** the lesser of **market value** of **your vehicle** or the **sum insured value**; or
  - **agreed value**, pay **you** the **agreed value**.

ADDITIONAL BENEFITS APPLICABLE TO SECTION 1

We give **you** these Additional Benefits under this Section 1 following **damage** to **your vehicle** insured under this **policy** depending on the cover option **you** have selected. Unless otherwise stated the amount payable under these Additional Benefits is in addition to the **market value**, **sum insured value** or **agreed value** for **your vehicle**.

ACCOMMODATION AND TRAVELLING EXPENSES – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER ONLY IF YOUR VEHICLE IS ON A JOURNEY AND:

- is **damaged** in an **accident** and unable to be driven; or
- is lost through theft and not found within a reasonable time; and
- **your vehicle** was more than 100 km from its usual place of garaging at the time of the **accident** or theft;

We will pay the reasonable costs incurred in:

- returning **you** or **your** driver and any non-paying passengers to the point of departure or, at **your** option, to the driver's destination;
- obtaining overnight accommodation if the journey cannot be completed in the same day as the **damage** occurs; and
- hiring another **vehicle** of similar make and model to complete the journey or to return **you** or **your** driver and any non-paying passengers to where the journey first commenced;

up to a maximum of $3,000 per **accident**.

If the **vehicle** is less than 100 kms from its usual place of garaging at the time of the **accident** or theft and cannot be driven, **we** will pay up to a maximum of $100 for the cost of a taxi or rideshare fare for returning **you** or **your** driver and any non-paying passengers to the point of departure or, at **your** option, to the driver's destination.

AUTOMATIC TRAILER COVER – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER ONLY

We will pay for **damage** to any two wheeled or box trailer that **you** own and was not insured while it is:

- attached to **your vehicle**; or
- detached from **your vehicle** but within **your business** premises or the domestic land boundaries of **your** usual home, as long as it was not in a common area of home units, flats and the like.

We do not pay for **damage** to any property in or on the **trailer**. The maximum amount **we** will pay is the **market value** of the **trailer** or $5,000, whichever is the lesser.

COVER FOR INTERESTED PARTIES – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER ONLY

We will provide cover up to the sum insured type shown on **your policy schedule** to any party who has an insurable interest in any of **your vehicle(s)** insured by this **policy** by way of mortgage, lease, hire purchase or any other encumbrance over **your vehicle**, but only to the extent that the party's insurable interest in **your vehicle(s)** was affected at the time of the **damage** to **your vehicle(s)**.

EMERGENCY VEHICLE HIRE – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER ONLY

Where the **damage** to **your vehicle** is caused by fire or theft, **we** will, following collaboration with **you**, arrange the hire of, pay the cost of, or reimburse **you** for the reasonable cost of the hire of a **vehicle** to a maximum amount of $3,000 per **accident** / per **vehicle** provided that:

- the **vehicle** is of a similar like and kind to that lost or **damaged**; and
- the payment / reimbursement will cease on the day **your vehicle**, if stolen, is recovered, or is found, and is driveable, or the day **we** offer settlement to **you** for the **damage** to **your vehicle**, whichever occurs first.

Any such rental will be arranged through **our** preferred suppliers when the loss is reported. In the event **you** are unable to contact **us** in the event of an emergency, **you** may arrange a rental with another company that is not one of **our** preferred suppliers. However, if **you** are unable to provide evidence **you** have attempted to contact **us**, **we** will only pay up to the amount **we** would have paid had the rental been arranged with one of **our** preferred suppliers. In any event, additional charges incurred, other than the daily rental rate, for any such rental are excluded.

EMERGENCY EXPENSES – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER ONLY

If **damage** to **your vehicle** occurs, **we** will pay to **you** the following reasonable additional costs necessary to effect immediate temporary repairs or to expedite permanent repairs of the **damage** to **your vehicle** including:

- the cost of emergency repairs which may be necessary to enable **you** to drive **your vehicle** to the point of departure after it has suffered **damage**;
- the repair or replacement of **your vehicle's** windscreen and/ or windows,

up to a maximum of $3,000 per **event**.

EMPLOYEES' VEHICLES – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER ONLY

We will cover **damage** to, any **vehicle** belonging to **your employee**, as the result of an **accident**, while such **vehicle** is being used in connection with **your business**.

However:

- the maximum **we** will pay for **damage** to **your employee's vehicle**, is $50,000 for any one **accident**; and
- as far as allowed by law, this Additional Benefit will only apply in excess of any amount for which **your employee** is otherwise insured.

FAMILY EXPENSES WHEN DRIVER HOSPITALISED – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER ONLY

If the driver of **your vehicle** sustains personal injury and is admitted to hospital for treatment with a minimum stay of one night as a result of an **accident** covered by this **policy** and **your vehicle** was more than 100km from its usual place of garaging at the time of the **accident**, **we** agree to pay for the reasonable cost of transport and accommodation (within Australia only) incurred by the injured driver's **family** member to get to the hospital.

We will pay up to $3,000 per **accident** and $9,000 in total in any one **period of insurance**.

FINANCE PAYOUT – TOTAL LOSS OF ENCUMBERED VEHICLES – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER ONLY

In the circumstance where:

- **your vehicle** is a **total loss**; and
- **your vehicle** is the subject of a lease agreement or other similar agreement; and
- the terms of the lease agreement, or other similar agreement, require **you** to make a payment (the termination payment) to the other party of the lease agreement, or other similar agreement, in order to terminate that agreement; and
- the amount of the termination payment is greater than the amount **we** will pay **you** in respect of **your vehicle**, calculated in accordance with the terms of the **policy**,

then **we** will pay **you** or any other party whom **you** direct **us** to pay, the difference between the amount of the termination payment, excluding any amounts in arrears at the time of the **damage**, and the amount **we** will pay to **you** in respect of **your vehicle**, calculated in accordance with the terms of this **policy**.

The maximum amount **we** will pay under this Additional Benefit is:

- 25% of the **agreed value**; or
- 25% of the **sum insured value** or **market value**; (as applicable) whichever is the lesser.

FUNERAL EXPENSES – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER ONLY

If **you** or **your** driver suffer a fatal injury as a result of an **accident** involving **your vehicle** (irrespective of whether or not death occurs at the time of the **accident**), **we** will pay up to a maximum amount of $15,000 per **accident** for expenses associated with the funeral, for transportation of the body of the deceased person and for travel by any member of the deceased person's **family** for the purpose of attending the funeral.

GOODS IN TRANSIT – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER ONLY

We will pay for **damage** to **your** goods or the goods of a **third party** whilst being carried or in **your vehicle**, provided such loss or **damage** is caused by or arising from **accidental damage** and **your vehicle** has a carrying capacity not exceeding 5 tonnes. The maximum **we** will pay under this Additional Benefit is $5,000 per **event** subject to an **excess** of $250 per **event** which is payable in addition to any other **excesses** that may apply.

As far as is allowed by law, this benefit will only apply to **damage** to **your** goods or the goods of a **third party** if they are not covered by any other contract of insurance or for **damage** which is in excess of any benefit available under any other contract of insurance.

MARINE CONTRIBUTION – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER ONLY

We will pay **your** contribution for general average charges, if **your vehicle** is being transported by sea between places within Australia or New Zealand during the **period of insurance** and where such maritime conditions apply. General Average is declared when goods or cargo are thrown overboard, or other steps are taken to safeguard the vessel and the remaining property on the vessel. All cargo owners share the expenses or salvage costs incurred by a ship owner in preserving the vessel and cargo including claims costs incurred by cargo owners.

MODIFICATION – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER ONLY

We will pay for the reasonable costs necessary to modify **your vehicle** or **your** driver's private **vehicle** if **you** or **your** driver suffer personal injury as a result of an **accident** involving **your vehicle** and such injury renders **you** or **your** driver with a permanent disability that necessitates **modification**s to **your vehicle** or **your** driver's private **vehicle**.

The maximum **we** will pay to modify **your vehicle** or **your** driver's private **vehicle** is $10,000 per **event**.

PERSONAL PROPERTY – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER ONLY

We will pay for **damage** to **personal property** not specifically insured belonging to the custodian of **your vehicle** which is:

- **damaged** in an **accident** involving **your vehicle**;
- stolen from **your vehicle** if locked; or
- stolen at the same time as **your vehicle**.

The maximum **we** will pay under this Additional Benefit in total for the **period of insurance** is the **market value** or $2,000, whichever is the lesser.

RE-DELIVERY, RETRIEVAL, REMOVAL AND TOWING EXPENSES – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER AND OPTION 2: FIRE, THEFT AND THIRD PARTY PROPERTY DAMAGE LIABILITY

If **your vehicle** suffers **damage**, **we** will pay the reasonable costs:

- of protection, removal and towing of **your vehicle** to the nearest repairer, place of safety or any other reasonable place; and
- incurred by **you** to deliver **your vehicle** to **you** at **your** usual place of garaging after its repair.

If **your vehicle** is stolen and does not incur any **damage** following the theft, **we** will pay **you** the reasonable cost of returning **your vehicle** to **your** usual place of garaging when **your vehicle** has been recovered.

In the event of **your vehicle** becoming unintentionally immobilised in any situation, other than as a result of mechanical, electrical or electronic failure, **we** will pay **you** the necessarily incurred costs of recovery and/or retrieval of **your vehicle**.

The maximum **we** will pay in respect of any such costs is $25,000 during the **period of insurance**. Where **you** provide **your** own equipment, for the purpose of recovery, settlement shall be at cost, without allowance for profit.

No **excess** will apply if no other **damage** has occurred to **your vehicle**.

RE-KEYING AND RE-CODING – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER ONLY

We will pay the reasonable costs of replacing the key ignition barrel and all locks and keys if the keys to **your vehicle** are lost, stolen, destroyed or **damaged**, or if there are reasonable grounds to believe that the keys may have been duplicated.

We will pay up to a maximum amount of $5,000 for each of **your vehicles** and $10,000 per **event**.

No **excess** will apply if no other **damage** has occurred to **your vehicle**.

REPLACEMENT VEHICLE FOLLOWING A TOTAL LOSS – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER ONLY

If **your vehicle** is a sedan, station wagon, 4WD, utility or goods carrying **vehicle** under 5 tonne carrying capacity and is declared a **total loss**, **we** will at **your** option replace the **vehicle** with a new **vehicle** of the same or similar make, model, series and **accessories** (subject to local availability) including registration fees, delivery charges and stamp duty, provided that:

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

In the event that **we** cannot replace **your vehicle**, because:

i. **your vehicle's** model has been deleted from a manufacturer's range;
ii. **your vehicle's** model has been superseded by a **vehicle** that is significantly different to **your vehicle**; or
iii. a new **vehicle** of similar make and model is not available,

What **we** pay **you** will be limited to:

- the amount of the actual purchase price which **you** paid for **your vehicle**, including any registration fees, delivery charges and stamp duty, if these items were included in the purchase price, when **your** policy shows that **your vehicle** is insured for **market value**; or
- the **agreed value** when **your** policy shows that **your vehicle** is insured for **agreed value**.

SIGNWRITING – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER ONLY

We will pay for the reasonable replacement cost of any signwriting or artwork (including advertising signs) affixed to **your vehicle** at the time of **damage**. The maximum **we** will pay for **damage** to any signwriting per **event** is:

- $5,000; or
- the amount **we** have agreed to pay **you** for **damage** to **your vehicle** in accordance with the terms of the **policy**, whichever is the lesser.

However, this is on the basis that any amount payable under this sub-clause will be included in calculating the maximum amount **we** will pay **you** for **damage** to **your vehicle** in accordance with the terms of the **policy**.

TOOLS OF TRADE – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER AND OPTION 2: FIRE, THEFT AND THIRD PARTY PROPERTY DAMAGE LIABILITY COVER

We will pay for **damage** to **your tools of trade**, trade stock and material following an **accident** which are:

- stolen via forcible and violent entry to **your** securely locked **vehicle** and/or tool box which is permanently fixed to **your vehicle**; or
- **damaged** as a result of a collision to **your vehicle.**,

The maximum we will pay under this Additional Benefit is $1,000 per event.

TYRE REPLACEMENT – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER ONLY

We will pay for the cost to replace **your** tyres which have been **damage**d as a direct result of **damage** to **your vehicle** with a new tyre of similar make and specification, provided that the **damage**d tyres remaining tread conformed with legal requirements at the time of **damage** to **your vehicle** and are not recapped or retreaded tyres.

UNSPECIFIED ACCESSORIES – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER AND OPTION 2: FIRE, THEFT AND THIRD PARTY PROPERTY DAMAGE LIABILITY

We will pay for **damage** to **attachments, modifications** or **non-standard accessories** (excluding mobile phones) that are not specified as **attachments, modifications** or **non-standard accessories** in **your policy schedule**.

The maximum amount **we** will pay for **damage** to such **attachments, modifications** or **non-standard accessories**, per **event**, is:

- $5,000; or
- the maximum amount **we** have agreed to pay **you** for **damage** to **your vehicle** in accordance with the Basis of Settlement,

whichever is the lesser.

However, this is on the basis that any amount payable under this Additional Benefit will be:

- included in calculating the maximum amount **we** will pay **you** for **damage** to **your vehicle** in accordance with the Basis of Settlement; and
- subject to evidence of the attached or installed item and its **market value** based on its age and condition.

This Additional Benefit also applies to items such as gates, chains and tarpaulins when they are in or attached to **your vehicle**.

WINDSCREEN CLAIMS – APPLICABLE TO OPTION 1: COMPREHENSIVE COVER ONLY

In the event of breakage of the windscreen or window glass of **your vehicle** and consequent scratching to body work for **vehicles** up to 5 tonne carrying capacity where there is no other **damage** to **your vehicle**, **we** will not apply any **excess**.

OPTIONAL COVER AVAILABLE UNDER SECTION 1

The following Optional Cover forms part of **your policy** only when shown in **your policy schedule** and is subject to all terms, conditions and exclusions of the **policy**.

HIRE COSTS FOLLOWING AN ACCIDENT

Where **your vehicle** suffers **damage** as a result of an **accident** and liability in respect of such **damage** is admitted under the **policy** and **you** are unable to use **your vehicle**, **we** will pay the reasonable cost of hiring a replacement **vehicle** of a similar type to **your vehicle** that has suffered **damage**.

The most **we** will pay is $150 per day per **vehicle** up to a maximum of $5,000 per **event**.

Cover will cease after 30 days or when the **vehicle** is repaired and returned to **you** or when **we** pay **you** for a **total loss**, whichever occurs first.

LIMITATIONS OF COVER APPLICABLE TO SECTION 1

MOBILE CRANES, MOBILE DRILLING RIGS AND MOBILE PILING RIGS

Where mobile cranes or a mobile drilling rig or a mobile piling rig is shown in **your policy schedule** under **vehicle** description, and **damage** occurs to the mobile crane, mobile drilling rig or mobile piling rig, then **we** will not indemnify **you** against any **damage** or liability caused directly or indirectly by, arising from or in connection with the:

- deliberate or reckless overloading of **your vehicle**;
- deliberately or recklessly incorrect loading of **your vehicle**;
- failure of:
  - **you**,
  - a director or partner of **yours** or an **employee**, or
  - a person engaged in the operation of **your vehicle**;

to knowingly not service, maintain, use or operate **your vehicle** strictly in compliance with systems and procedures imposed or recommended by law, Australian Standards, industry standards or manufacturers' or distributors' recommendations or guidelines;

- operation of **your vehicle** while its load-measuring instruments or limiters are known or suspected to be defective, inoperative or turned off by:
  - **you**
  - a director or partner of **yours** or an **employee**, or
  - a person engaged in the operation of **your vehicle**;
- acts or omissions of:
  - **you**,
  - a director or partner of **yours** or an **employee**, or
  - a person engaged in the operation of **your vehicle**;

with the intention of causing, or with reckless disregard of the risk of causing, injury, or **damage** to person or property;

- tests or experiments imposing abnormal operating conditions on **your vehicle**;
- scratching or chipping of painted or polished surfaces;
- rusting, erosion, gradual deterioration, wear and tear, defect of any type, fatigue, lack of lubricant, lack of coolant, incorrect lubricant, incorrect coolant or electrical failure, unless **you** prove that prior to the **damage**:
  - neither **you** nor any **employee** nor any person engaged in the operation of **your vehicle** was aware of such deterioration or issue, and
  - a casual inspection of **your vehicle** would not have revealed such deterioration or issue;
- drill pipes, collars, rock bits, reamers, stabilisers, core barrels, lugging equipment, casing and tools of all kinds occurring while below the rotary table, whilst performing horizontal and/or vertical drilling/boring activities; or
- **your vehicle** while being used for oil, gas or geothermal drilling or in connection with existing oil, gas or geothermal wells.

EXCLUSIONS APPLICABLE TO SECTION 1

We will not cover:

LOSS OF USE

any **consequential loss**, inconvenience or other detriment of any kind, resulting from **damage** to **your vehicle**.

TYRES

damage to tyres or wheel rims caused by braking, road punctures, cuts or bursts except as provided under Additional Benefits applicable to Section 1 Tyre replacement.

WEAR AND TEAR AND BREAKDOWN

damage caused by wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance. However, **we** will cover **damage** to **your vehicle**, if an **accident** occurs as a result of those causes.

OBSOLETE PARTS

any amount greater than the manufacturer's latest list price for the supply of any part that is not available locally.

SAFEGUARDING YOUR VEHICLE

damage due to failure to secure **your vehicle** after it has broken down or been **damaged**.

THEFT BY HIRER

theft or attempted theft of **your vehicle** by a hirer of **your vehicle**.

OLD DAMAGE

the costs of repairing pre-existing **damage**, or the costs of fixing faulty repairs.

INTENTIONAL DAMAGE

damage intentionally caused by **you** or a person acting with **your** express or implied consent.

SECTION 2 - THIRD PARTY PROPERTY DAMAGE LIABILITY SECTION

We will cover **you** for **your** legal liability to pay compensation for damage to **third party** property caused by or arising out of the use of **your vehicle** (including any caravan or **trailer**) towed by **your vehicle** which is fully or partly **your** or the authorised driver of **your vehicles** fault and which happens during the **period of insurance**.

This cover is also extended to amounts **you** are held legally liable to pay as compensation for damage to **third party** property if **your vehicle** is being used for or is attached to or is towing a **vehicle, attachment** and/or **trailer** which is used for the commercial transport of **dangerous goods** or any other substances which form explosive mixtures with organic or other readily oxidisable materials, provided that the method of transportation complies with all relevant code, regulatory or legislative requirements.

The maximum **we** will pay in respect of a claim under Section 2 is $30,000,000 inclusive of defence costs for any one **accident** or series of **accidents** resulting from the one original cause. If the **accident** or series of **accidents** arises out of the commercial transport of **dangerous goods** or any other substances which form explosive mixtures with organic or other readily oxidisable materials, the maximum **we** will pay is $5,000,000 or any greater amount shown in **your policy schedule**. In order to be sure that **you** are covered under this **policy, you** should always contact **us** for approval before **you** incur expenses you wish to claim. If **you** do not, **we** will pay for expenses incurred to the amount **we** would have authorised had **you** sought approval from **us** first.

ADDITIONAL BENEFITS APPLICABLE TO SECTION 2

The following Additional Benefits are subject to the Limits of Liability for Section 2, provided that these Additional Benefits do not increase the maximum amount **we** will pay under Section 2 – Third Party Property Damage Liability as specified under "Section 2 – Third Party Property Damage Liability".

We will pay:

COST OF CLEANING

the reasonable cost to clean up and prevent damage following an **accident** which causes the release or escape of **pollutants**.

We will not pay more than $1,000,000 under this Additional Benefit in respect of any one **event**.

DIFFERENCE IN EXCESS / HIRED-IN OR RENTAL VEHICLES

the difference in the basic **excess** level between **your policy** and the **excess** level under the insurance coverage provided by the owner of the **vehicle** when **you** hire in or rent a **vehicle** in connection with **your business** and the hire agreement deems the owner of the **vehicle** responsible for the insurance.

EMPLOYER OR PRINCIPAL

the amount which:

- **your** employer, principal or partner; or
- the Commonwealth, State or Local Government, becomes legally liable to pay as compensation for damage to **third party** property resulting from an **accident** occurring during the **period of insurance** which arises from the use of **your vehicle** on their behalf.

FALLING GOODS

the amount which **you** are held legally liable to pay as compensation for damage to **third party** property resulting from an **accident** during the **period of insurance** caused by goods falling from **your vehicle**.

FIRST AID COSTS

the amount incurred by **you**, which is not covered by any statutory insurance, for first aid to others who suffer bodily injury as a result of an **accident** occurring during the **period of insurance** which arises from the use of **your vehicle**.

We will not pay more than $2,500 under this Additional Benefit in respect of any one **event**.

However, **we** will not pay any benefit that would result in **us** contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth).

LEGAL COSTS

all reasonable legal expenses incurred with **our** written consent, which will not be unreasonably delayed or withheld, for representation at any formal legal enquiry or at any Coroner's inquest.

We will not pay more than $10,000 under this Additional Benefit in respect of any one **event**.

MOVEMENT OF OTHER VEHICLES

the amount which **you** are held legally liable to pay as compensation for damage to **third party** property resulting from **you**, during the **period of insurance**, lawfully moving any **vehicle** or trailer parked in a position which prevents or impedes the loading, unloading or legitimate passage of **your vehicle**.

NON-OWNED VEHICLE LIABILITY

the amount which **you** may be held legally liable to pay as compensation for damage to **third party** property, resulting from an **accident** occurring during the **period of insurance**, caused by, or arising out of the use of a **vehicle** of a similar type to **your vehicle**, not owned by **you**, but being used by **you**, or one of **your employees**, or some other person with **your** consent, in connection with **your business**.

However as far as is allowed by law, this Additional Benefit will only provide cover for any amount in excess of the amount for which **you** are entitled to indemnity under any other insurance **policy** which specifically covers the **vehicle**.

NON-OWNED TRAILER LIABILITY

the amount which **you** are held legally liable to pay for actual physical damage to any trailer being towed by **your vehicle** resulting from an **accident** occurring during the **period of insurance** caused by or arising out of the use of **your vehicle**.

However:

- this Additional Benefit only applies if, at the time of the **accident**, the trailer is being towed in the course of **your business** and the trailer is not owned, rented, hired or leased by **you**; and
- the cover provided does not extend to the contents of any non-owned trailer, nor clean-up costs associated with the contents of any non-owned trailer.

We will not pay more than $5,000 under this Additional Benefit in respect of any one **accident**.

SUBSTITUTE VEHICLE

the amount which **you** may be held legally liable to pay as compensation for damage to **third party** property caused by **you** or arising from **you** driving a **substitute vehicle** in connection with **your business**.

However:

- as far as is allowed by law, this Additional Benefit will only provide cover for any amount in excess of the amount for which **you** are entitled to indemnity under any other insurance **policy** which specifically covers the **substitute vehicle**; and
- **we** will only pay if one **substitute vehicle** is being used at any one time in place of **your vehicle**.

SUPPLEMENTARY BODILY INJURY (LEGAL LIABILITY)

the amount which **you**, or any person driving, using or in charge of **your vehicle** with **your** permission, may be held legally liable to pay as compensation or damages for death or bodily injury to any person resulting from an **accident** caused by or arising out of the use of **your vehicle**.

We will not cover **you** for legal liability for death or bodily injury to:

- **you** or any person driving, using or in charge of **your vehicle** or a **substitute vehicle**;
- any person, who is an **employee** of **yours** or who is deemed by any law to be **your employee**, arising out of their employment with **you**.

We do not provide cover:

- if **your vehicle** was not registered at the time of the **accident**, however this exclusion will not apply if **your vehicle** being unregistered has not contributed to the claim; or
- if the **accident** that gave rise to the legal liability is wholly or partially covered under any compulsory statutory insurance scheme or **accident** compensation scheme; or
- if the **accident** that gave rise to the legal liability would have been covered under any such scheme as it existed at the commencement date of the relevant **period of insurance**, even though there may have been a change in the law during that **period of insurance**; or
- if **you** or the person, using or in charge of **your vehicle** or the **substitute vehicle** would have been entitled to be covered under any such scheme if it were not for the application of any **excess** or deductible applying under the scheme; or
- if **you** or the person, using or in charge of **your vehicle** or the **substitute vehicle** would have been entitled to be covered under any such scheme had not cover been refused because **you** did not:
  - register **your vehicle**,
  - apply for cover under the scheme, or
  - comply with a term or condition of the scheme, or
- if **your vehicle** or **substitute vehicle** is registered in the Northern Territory of Australia.

TOWING DISABLED VEHICLES

the amount which **you** are held legally liable to pay for accidental damage to **third party** property occurring during the **period of insurance** whilst **your vehicle** is towing any disabled **vehicle** provided such disabled **vehicle** is not being towed for reward or financial gain.

TRAILERS

the amount which **you** may be held legally liable to pay as compensation for damage to **third party** property resulting from an **accident** occurring during the **period of insurance** whilst **your vehicle** is towing any trailer provided that the number of trailer**s** does not exceed the number permitted by law.

UNINSURED MOTORISTS – APPLICABLE TO FIRE, THEFT AND THIRD PARTY PROPERTY DAMAGE LIABILITY AND THIRD PARTY PROPERTY DAMAGE LIABILITY ONLY

up to $10,000 less any applicable **excess(es)** for **damage** to **your vehicle** caused in an **accident** with another **vehicle** during the **period of insurance** if:

- **your vehicle** was a sedan, station wagon, four wheel drive, panel van, utility or goods carrying **vehicle** under 2 tonne carrying capacity; and
- the driver of **your vehicle** did not cause or contribute to the incident claimed; and
- the other **vehicle** was uninsured; and
- **you** can tell **us** who the other driver was and identify the other **vehicle** and supply the registration number; and
- the amount of the claim exceeds **your** basic and age **excess** under the **policy** and is not a claim for windscreen **damage**.

In the event that the fault of the **accident** which gave rise to the claim is in dispute **you** will be required to pay the **excess** and the **excess** will be refunded if **we** are successful in establishing the fault of the other driver.

EXCLUSIONS APPLICABLE TO SECTION 2

We will not be liable under Section 2 for:

AIRCRAFT LIABILITY

any liability of whatsoever nature in connection with damage to any **aircraft** resulting from an **accident** caused by, or arising out of, the use of **your vehicle**.

EMPLOYER'S LIABILITY FOR DEATH OF OR BODILY INJURY TO ANY PERSON

- any liability caused by or arising out of the employment of the person by **you**;
- death of or bodily injury to any person in **your** service that arises from any liability imposed by;
  - i. any workers' compensation legislation; or
  - ii. any industrial award, agreement or determination.

FINES, PENALTIES, PUNITIVE DAMAGES

any fines, penalties, or aggravated, exemplary or punitive damages.

POLLUTION

- death or bodily injury or property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of **pollutants** or contaminated substances into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water);
- death or bodily injury or property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of **pollutants** or contaminated substances caused by any product that has been discarded, dumped, abandoned or thrown away by others;
- the cost of removing, nullifying or cleaning up **pollutants** or contaminated substances; or
- the cost of preventing the escape of **pollutants** or contaminated substances.

This Exclusion shall not apply where the claim arises from a sudden identifiable, unintended and/or unexpected **event** which takes place in its entirety at a specific time and place during the **period of insurance** and arises from the use of **your vehicle**.

PROPERTY IN YOUR CUSTODY OF CONTROL

- damage to property that is owned by **you**;
- damage to property which is in **your** physical or legal control; or
- loss of use arising out of or from the damage to any property in **your** physical or legal control.

For the purpose of this Exclusion only:

- **employees** or visitor's **vehicles** whilst contained within a car park or premises;
- premises leased or rented to **you**; or
- **your vehicle** including any **vehicle** referred to in Additional Benefits applicable to Section 2 – 'Movement of other vehicles' and 'Non-owned trailers liability';

are not deemed to be in **your** custody or control.

STATUTORY LIABILITY

any liability of whatsoever nature **you** or other covered persons incur to pay compensation which is the subject of any compulsory vehicle insurance law.

TOOL OF TRADE

any liability of whatsoever nature in connection with **your vehicle**, or any item of plant or equipment attached to **your vehicle**, being used as a **tool of trade**.

TRAILERS

- damage or liability of whatsoever nature caused or contributed to by more than the legally permitted number of **trailers** attached to **your vehicle**;
- damage to any trailer that **you** do not own, other than as provided for by the Additional Benefit applicable to Section 2 – 'Non-Owned Trailer Liability';
- damage to any caravan that **you** do not own.

UNREGISTERED VEHICLES

- any liability of whatsoever nature if **your vehicle** is unregistered at the time of the **accident** giving rise to the claim. However, this exclusion will not apply to **your vehicle** if it is **mobile plant** that is unregistered, provided that **you** have complied with all statutory requirements and obtained necessary permits to use it on a public road or on public property;
- liability of whatsoever nature if **your vehicle** is not registered or licensed in accordance with requirements of any State or Territory laws relating to the use of **vehicles** on public roads or public property.

VIBRATION / VEHICLE WEIGHT

loss or damage to property that is caused by:

- vibration; or
- the weight of **your vehicle** exceeding any lawful requirements or advisory signs.

ADDITIONAL BENEFITS APPLICABLE TO BOTH SECTION 1 AND SECTION 2

The following Additional Benefits are provided subject to the terms, conditions and exclusions of the **policy**, unless specifically stated otherwise.

AUTOMATIC ADDITIONS

We will, subject to the terms of **your policy**, pay for loss, damage or any liability incurred by **you** that relates to any **vehicle(s)**, **attachments,** or **trailers** purchased, leased or hired by **you** (and for which **you** are legally liable) during the **period of insurance**, provided that:

- such **vehicles**, **machines**, **attachments** or **trailers** are of a similar type to **your vehicles** at the commencement of the **period of insurance**;
- **you** notify **us** in writing within 30 Days of acquiring any such **vehicle, machine, attachment** or **trailer**;
- the Limit of Cover (which applies under Section 1) does not exceed $150,000 for each newly acquired or hired **vehicle, machine, attachment**, caravan or **trailer** , unless **we** have otherwise agreed in writing; and
- **you** pay **us** any additional premium **we** may require.

Any additional premium required under this clause will be assessed based on the underwriting criteria and pricing at the time of the calculation, which may be at higher rates than **your** original premium.

FIRE BRIGADE & EMERGENCY SERVICES COVER

Following an **accident**, **we** will pay up to $25,000 for **your** liability for charges imposed by the Fire Brigade, Police or any Government Emergency Services provided cover is not available elsewhere.

LPG CONVERSION

We will provide cover for **your vehicles** which have been modified to operate on liquefied petroleum gas provided such **modification** has been carried out in accordance with the relevant statutory standard.

REMOVAL OF DEBRIS

We will pay **you** for the reasonable costs necessarily incurred for the clean-up and removal of **your vehicle's** or **attachment's** debris and **your vehicle's** or **attachment's** load arising from an **accident** or resulting from goods falling or leaking from **your vehicle**, but only to a maximum amount of $50,000 per **accident**.

However, to the extent permitted by law, this Additional Benefit will only provide cover for any amount in excess of which **your vehicle's** or **attachment's** load is otherwise insured.

EXCLUSIONS APPLICABLE TO BOTH SECTION 1 AND SECTION 2

The following General Exclusions apply to all sections of this **policy**.

We will not pay any claim for loss, damage or liability in connection with or arising directly or indirectly from:

ASBESTOS

asbestos, asbestos products or asbestos contained in any products.

APPROVED FUEL SYSTEMS

any fuel system which does not comply with the relevant Australian Standard.

AVIATION WORKS

any **aviation works**.

BITUMEN AND/OR CONCRETE SETTING

the setting or hardening of any bitumen, concrete, cement or similar products or their derivatives.

CONTRACTUAL LIABILITY

an undertaking or indemnity given or contracted by **you** without **our** written consent, provided that this exclusion will not apply if such liability:

- would have attached notwithstanding such undertaking or indemnity; or
- was assumed under a contract which was specifically designated in **your policy schedule**.

CRANES AND LIFTING DEVICES

the operation of any crane or lifting device insured by this **policy** whilst being used in any raising, carrying or lowering operation in which a single load is shared by two or more cranes or lifting devices unless **our** prior consent has been obtained in writing.

CYBER INCIDENT

a **cyber incident**.

However, **we** will cover physical loss of or damage to **your vehicle** and **your** legal liability arising out of the use of **your vehicle**, resulting from:

- damage to, failure of or unavailability of its **computer systems**, and/or
- loss of, corruption of, or loss of access to **electronic data**,

caused by a **cyber incident**, if such loss or damage is otherwise covered by this policy.

DANGEROUS GOODS

your vehicle being used to carry any substance that is shown in the current Australian Code for the Transport of Dangerous Goods by Road or Rail or the current Australian Code for the Transport of Explosives by Road or Rail as goods too dangerous to transport or while any such substance is being moved to or from **your vehicle** or while any such substance is being loaded or unloaded from **your vehicle** which does not comply with the relevant Codes.

GEOGRAPHICAL LIMITATIONS

your vehicle, which is covered by this **policy**, being outside the Commonwealth of Australia at the time of the **damage,** unless **we** agree in writing to the contrary.

HIRE OR REWARD

your vehicle being:

- used to carry passengers for hire or reward, except for a private pooling arrangement or when **you** receive a travelling allowance from **your** full time employer;
- let out on hire, unless:
  - operated by **you** or one of **your employees**, or it is **mobile plant** that **we** have agreed in writing to provide **dry hire** cover

HOOKS AND HOISTS

goods falling from the hook or hoisting apparatus of any crane or similar lifting equipment.

LAWS IMPACTING COVER

or provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is unlawful for **us** to do so.

OVERLOADING

your vehicle or any **trailer** that is being towed by **your vehicle**, being used to do any of the following with **your** knowledge and consent:

- carry number of passengers in excess of that for which it was constructed, registered or licensed, or contrary to the manufacturer's recommendations; or
- carry, lift, haul or tow a load in excess of that for which it was designed, constructed, registered or licensed, or used contrary to the manufacturer's recommendations; or
- damage or liability incurred was not caused by, or contributed to, by such excess of passengers and/or load.

PERSONAL PROPERTY AND PROPERTY IN YOUR CUSTODY

property belonging to or in the custody of **you** or any person entitled to cover under Section 2.

This exclusion shall not apply to **employees** or visitor's **vehicles** whilst contained within a car park owned or operated by **you**.

SANCTIONS

or provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

SEIZURE OF YOUR VEHICLE

- lawful seizure, confiscation or acquisition; or
- any person lawfully repossessing or attempting to lawfully repossess **your vehicle**, where **your vehicle** is used as security for a debt.

STOCK IN TRADE

your vehicle forming part of the stock in trade of **your business**.

TRAILERS

more than the legally permitted number of **trailer**s attached to **your vehicle**.

UNDERGROUND MINING

your vehicle being used:

- for drilling or tunnelling whilst underground; or
- used or driven in an underground mine or mining shaft.

USE OF YOUR VEHICLE

- **your vehicle** being driven by any person impaired by or under the influence of any drug or alcohol, or by any person with a percentage of drug or alcohol in their breath or blood in excess of that allowed by law. **We** will cover **you** but not the driver of **your vehicle** unless **we** prove that **you** had knowledge that the other driver of **your vehicle** was so affected;
- **your vehicle** being driven by any person who refuses a request from a person with legal authority to take a breath, blood or other test to determine the percentage of drugs or alcohol in the person's breath or blood. **We** will cover **you** but not the driver of **your vehicle** unless **we** prove that **you** had knowledge that the other driver of **your vehicle** refused to submit to the test;
- an **accident** caused by a person who was not licensed to drive **your vehicle** but this exclusion will not apply where:
  - the person is driving **your vehicle** without **your** consent; or
  - the person is driving **your vehicle** with **your** consent but **you** can prove:
    i. the driving licence produced to **you** by that person has been forged or was the subject of an unauthorised alteration which could not have been reasonably discerned from the driving licence produced to **you**, or
    ii. the driving licence produced would, if it had been valid, have authorised that person to drive the particular category or type of **vehicle** which was to be driven with **your** consent, or
    iii. **you** do not know or could not reasonably have known that person did not have a licence to drive **your vehicle**.

  We will not waive **our** right of subrogation against that person but **our** right of subrogation is subject to the Insurance Contracts Act.

- **your vehicle** being:
  - used in connection with the motor trade for experiment, test, trial, demonstration or towing;
  - used for any illegal purpose with **your** consent;
  - used in connection with a race, trial, test, contest or other sports event;
  - tested other than in connection with service or repair by a person who is qualified to carry out the service or repair or who is acting under the supervision of such a person; or
  - used in an unroadworthy or unsafe condition. However, **we** will cover **you** if **you** can prove that the condition could not reasonably have been detected by **you** or that the loss, **damage** or liability was not caused by or contributed to by the unroadworthy or unsafe condition.
- **your vehicle** being operated or driven in any **autonomous vehicle** mode.

VEHICLES ON RAILS / CABLES

your vehicle was being used to run on rails, tram tracks or cables.

WILFUL DAMAGE

you, anyone acting on **your** behalf or any other covered persons intentionally causing wilful damage.

WAR, TERRORISM, RADIOACTIVITY

any of the following, regardless of any other cause or **event** contributing concurrently or in any other sequence to the loss:

- war, invasion, acts of foreign enemies, hostilities or war- like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or any looting, sacking or pillaging following any of these;
- any **act(s) of terrorism**

  For the purpose of this exclusion, an **act of terrorism** includes any act, or preparation in respect of action, or threat of action designed to influence the government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) of the day or de facto, and which:

  - involves violence against one or more persons; or
  - involves damage to property; or
  - endangers life other than that of the person committing the action; or
  - creates a risk to health or safety of the public or a section of the public; or
  - is designed to interfere with or to disrupt an electronic system;
- radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion. However, this exclusion does not apply to radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose other than energy production.

The **policy** also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the above.

GENERAL CONDITIONS APPLICABLE TO BOTH SECTION 1 AND SECTION 2

The following General Conditions apply to all Sections of this **policy**.

BREACH OF CONDITIONS

Breach of or non-compliance with any **policy** condition(s) by one **insured** named in **your policy schedule** will not prejudice any other named **insured**.

A breach of a condition without **your** knowledge or consent or error in name, description or situation of property will not prejudice **your** rights under the **policy** provided notice in writing is given to **us** when such breach or error comes to **your** knowledge. Subject to any applicable **policy** condition, a premium adjustment may be required from the date of such breach or error which may require **you** to pay **us** an additional reasonable premium.

CANCELLATION

HOW YOU MAY CANCEL THIS POLICY

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

When **'you'** involves more than one party, **we** will only cancel the **policy** when a written agreement to cancel the **policy** is received from all parties named in **your policy schedule**.

HOW WE MAY CANCEL THIS POLICY

We have the right to cancel this **policy** in certain circumstances, including where:

- **you** failed to comply with **your** Duty of Disclosure;
- **you** have made a misrepresentation to **us** prior to the issue of the **policy**;
- **you** have failed to comply with a provision of **your policy**, including a term relating to payment of premium;
- **you** have made a fraudulent claim under **your policy** or under some other contract of insurance that provides cover during the same period of time that the **policy** covers **you**; or
- where **we** are otherwise permitted to do so by law.

CHANGES TO YOUR CIRCUMSTANCES

If there are any changes to **your vehicle** or any **attachments** during the **period of insurance** that may affect its value or performance in any way, **you** must notify **us** in writing as soon as such change comes to **your** notice.

You must also advise **us** before **we** agree to renew, if during the **period of insurance**, **you** or any person who is a driver of **your vehicle** has:

- been convicted or charged with any driving offences;
- had a driver's licence cancelled or suspended or been restricted from holding a driver's licence for any period; or
- been responsible for causing an **accident**; or
- had any **vehicle damaged** or stolen.

If **we** agree to these alterations **we** will do so in writing and **you** must pay **us** any additional premium **we** may require.

Your failure to notify **us** of the alterations of risk or changes that may increase the risk could result in **us** declining a claim and/or cancelling or avoiding the **policy**, except where **we** expressly allow alterations in risk in the relevant cover sections of the **policy**.

CROSS LIABILITY

We agree that each person comprising the **insured** named in **your policy schedule** is considered as if that person were the only person named as the **insured**, and **we** waive **our** rights of subrogation against any of those persons named as the **insured**.

FAILURE TO PAY YOUR INSURANCE PREMIUM

You must pay the premium, including relevant government charges for the **period of insurance**, by the due date for **your** insurance to remain operational.

GOODS AND SERVICES TAX (GST) AFFECTS ON PAYMENTS WE MAKE

The limits of cover that **you** choose should exclude Goods and Services Tax (GST).

If **you** are not registered for GST in the event of a claim **we** will reimburse **you** the GST component in addition to the amount that **we** pay.

The amount that **we** are liable to pay under the **policy** will be reduced by the amount of any input tax credit that **you** are or may be entitled to claim for the supply of goods or services covered by that payment.

If **you** are entitled to an input tax credit for the premium, **you** must inform **us** of the extent of that entitlement at or before the time **you** make a claim under the **policy**. **We** will not indemnify **you** for any GST liability, fines or penalties that arise from or are attributable to **your** failure to notify **us** of **your** entitlement (or correct entitlement) to an input tax credit on the premium.

If **you** are liable to pay an **excess** under the **policy**, the amount payable will be calculated after deduction of any input tax credit that **you** are or may be entitled to claim on payment of the **excess**.

JOINT INSURED

A claim lodged by any one person covered by the **policy** is considered to be a claim by all persons covered by the **policy**.

JURISDICTION

All disputes arising out of or under this **policy** shall be subject to determination by any court of competent jurisdiction within Australia according to the law which applies to that jurisdiction.

KEEPING EVIDENCE OF THE VALUE OF THE INSURED PROPERTY

You should keep evidence of the value of all property covered under the **policy**. **You** should also keep evidence of the amount of any **accidental damage.**

NOTICES

Any notice **we** give **you** will be effective:

- if it is delivered to **you** personally; or
- if it is delivered or posted to **your** address last known to **us**.

It is important for **you** to tell **us** of any change of address as soon as possible.

OTHER INSURANCES COVERING THE SAME LOSS, DAMAGE, OR LIABILITY

When **you** claim on **your** policy you must also supply **us** with written details of all other policies that may also pay or partially pay that claim. **We** reserve the right to seek contribution from another insurer if permitted by law, and if **we** do so, **you** agree to provide us with reasonable assistance.

PREVENTION OF DAMAGE

We may reduce or not pay **your** claim if **you** do not take all reasonable precautions to prevent **damage**, including securing **your vehicles** against unauthorised entry when it is unattended.

It is a condition of the **policy** that **your vehicle** be kept in good repair.

REFERENCES TO LEGISLATION

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

SENDING YOU DOCUMENTS

Documents relating to **your** insurance policy will be sent by post or email. Where **you** have been given the choice, they will be sent by **your** chosen delivery method and **you** can change **your** preference at any time. It is **your** responsibility to make sure **your** contact details are current (including telephone number, email and mailing address where relevant) and **you** must update these as soon as they change.

MAKING A CLAIM

What you must do in the event of a claim

DO NOT ADMIT LIABILITY

You must not:

- admit liability or make a promise or offer of payment in connection with the claim; or
- offer or agree to settle the claim, without **our** written consent.

We are entitled to take over and conduct the defence of any claim made against **you** for damages by a **third party**. **We** have full discretion in conducting any negotiations, proceedings and the settlement of claims.

We will notify **you** if there is an opportunity to settle any action, claim or proceeding made against **you**. Where **we** decide to settle a claim or admit liability on **your** behalf and **you** disagree or contest **our** decision, liability will be limited to the amount which would have been accepted in full and final settlement of the claim.

If the claim is for legal liability, **you** may make a written request to **us** to agree that **you** are covered in respect of the claim.

PREVENT FURTHER DAMAGE

You must take all reasonable precautions to prevent any further loss, **damage** or liability.

CONTACT THE POLICE

Depending on the laws of the State or Territory in which the **accident** occurs, **you** must:

- contact the police if any person was injured as a result of the **accident**;
- request the police to attend the scene of the **accident**;
- go to the local police station to complete a 'Self Reporting Collision Form' if the police inform **you** that it is not necessary for them to attend the scene of the **accident**.

You must contact the police immediately if **your vehicle** is stolen or **maliciously damaged**.

CONTACT US AS SOON AS POSSIBLE

If there is any damage or liability which is likely to result in a claim, **you** must give **us** immediate notice as well as full details of any damage or anticipated or alleged liability.

You or **your** representative must give **us** full details in the manner **we** request which will be either:

- verbally; or
- in writing by completing **our** claims notification available through **our** website, or a link will be supplied to **you** when **you** contact **us**.

The process for authorising repairs to **your vehicle** is explained under 'Authorising repairs'. Any correspondence **you** receive regarding the **accident** must be sent to **us** immediately.

You must advise **us** immediately of:

- any notice of impending prosecution;
- details of any inquest or official enquiry.

Any unreasonable delay in telling us about or providing us with any of the above information may result in a reduction in cover for legal or other costs resulting from that delay, or in the case of a failure to provide us with the details of the driver of your vehicle involved in the accident, the imposition of the highest excesses payable (see the 'Excess' section below).

Excess

An **excess** is the amount shown in **your policy schedule** or in this document, which **you** must pay when **you** make a claim under the **policy**, unless **we** state an **excess** does not apply. The payment of an **excess** helps to keep the cost of **your** premium down by reducing the number of small claims.

The sum insured type shown on **your policy schedule** and sub-limits of liability shall apply in addition to, and shall not be reduced by, the amount of any applicable **excess**.

There are different types of **excess** which may apply to **you** or the driver of **your vehicle** at the time of the claim.

These are the:

- Basic **excess**;
- Age and inexperienced driver **excess**;
- Tipping **excess**;
- **Radius limit excess**;
- Other **excesses**.

If you do not provide us with the details of the driver of **your vehicle** within a reasonable period of time (or in any event no later than 30 days after the accident), the **excesses** applicable to **your** claim will be calculated as:

- the basic **excess**; and
- any hydraulic lifting or tipping mechanism or convertible roof or open top **excesses** which may be applicable to **your** claim; and
- the age and inexperienced driver **excess**.

The **excesses** will be calculated in this way and imposed on you to assist in resolving **your** claim without undue delay.

If **we** impose these **excesses**, when you provide us with the details of the driver of **your vehicle**, the **excesses** payable will be the **excesses** that would have applied to the driver had **we** been made aware of the driver's details prior to resolving **your** claim. This may result in a reduction of the **excesses** applicable to you. This additional age **excess** or inexperienced driver **excess** is imposed on **you** to assist in resolving **your** claim without undue delay.

BASIC EXCESS

This is the first amount of each claim for which **you** must pay when **you** make a claim under this **policy**, unless **we** state that an **excess** does not apply. The Basic **excess** will apply separately to each of **your vehicle**, **attachment**, **trailer** for each and every claim.

Where more than one of **your vehicles** (all of which are covered under this **policy**) are **damaged** in the same **accident**, **you** will pay the applicable basic **excess** in respect of each of **your vehicle(s)**.

In the event that the **vehicle** is not **damaged,** but the **trailer** is **damaged**, then **you** will pay the applicable basic **excess** in respect of the **trailer**.

AGE AND INEXPERIENCED DRIVER'S EXCESS

If at the time of **damage**, **your vehicle** was being driven by a person as set out below, the following additional **excess** per **accident** shall apply:

- driver under 21 years of age: $850;
- driver aged 21 years of age and under 25 years of age: $750;
- driver aged 25 years of age and over, having held a licence less than two years: $750.

You will not have to pay any age and inexperienced driver **excess** if **you** are claiming for any of the following:

- windscreen or window glass **damage** where this is no other **damage** to **your vehicle**;
- **damage** or loss caused by theft;
- hail, storm or flood **damage**;
- **malicious damage**; or
- **damage** to **your vehicle** whilst parked.

TIPPING EXCESS

If **your vehicle** is a rigid body tipper or a tipping **trailer**, and at the time of **damage**, the tipping hoist was in use and was fully or partially elevated, the basic **excess** shall be increased by 100% to each **vehicle** and each claim on that **vehicle**.

RADIUS LIMIT EXCESS

If there is a **radius limit** shown on **your policy schedule** and **your vehicle** is **damaged** or liability is incurred as a result of an **accident** which occurs outside the **radius limit**, then **you** will pay an additional **excess** in the amount of 100% of the basic **excess** per **vehicle**.

OTHER EXCESSES

You may have to pay other **excesses** which will be listed on **your policy schedule** if they apply.

FAULTLESS EXCESS

You will not be required to pay the basic, age and or inexperienced driver **excess** if:

- **You** satisfy **us** that the **accident** which gave rise to the claim was the fault of the driver of the other **motor vehicle** or **attachment** or another **third party**; and
- **You** can supply the name and address of that driver or other **third party**; and
- **You** can supply the registration number of the **vehicle**, and the amount of the claim exceeds **your** basic and age **excess** under the **policy** and is not a claim for windscreen **damage**.

In the event that the fault of the **accident** which gave rise to the claim is in dispute **you** will be required to pay the **excess** and the **excess** will be refunded if **we** are successful in establishing the fault of the other driver.

Choice of repairer

We can assist **you** in selecting a suitable repairer to repair the **damage** to **your vehicle**; however **you** also have the right to choose **your** own repairer. In both instances **we** will work closely with the repairer to strive to achieve the best repair outcome for **you** however **we** may require a second quotation from a repairer chosen by **us**. **We** will then, following collaboration with **you** (subject to any relevant **policy** limits):

- authorise the repairs at **your** repairer of choice;
- pay the cost **you** would incur of repairing **your vehicle** in accordance with the quotation; or
- move **your vehicle** to a repairer **we** both agree will repair **your vehicle** and in this instance **we** will provide **you** with a rental car for up to 3 days in addition to any other benefit provided under **your policy**.

AUTHORISING REPAIRS

Where **you** have Option 1: Comprehensive cover **you** may only authorise emergency repairs as detailed under the Additional Benefit applicable to Section 1, 'Emergency expenses – applicable to Option 1: comprehensive cover only.' **You** cannot authorise further repairs to **your vehicle** without **our** prior consent which will not be unreasonably delayed or withheld.

Before **we** make a decision regarding **your** claim and repairs to **your vehicle**, **we** may need to inspect **your vehicle**. A motor vehicle assessor will be appointed by **us**. **We** or **our** assessor will make the necessary arrangements with **you**.

Parts, extras and accessories

If **we** are able to repair the part which is **damaged**, **we** will use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules (ADR). If such parts are not available or appropriate, parts from alternative distribution channels may be used.

We will not pay any amount greater than the manufacturer's last list price in Australia (together with a reasonable charge for fitting) for the supply of any part, extra or accessory.

In the event that any part, extra or accessory (or a suitable alternative) cannot be obtained within a reasonable timeframe, **we** will pay **you** the value of the part, extra or accessory (together with a reasonable charge for fitting) rather than supply the part, extra or accessory.

SUBLET REPAIRS

If the **damage** to **your vehicle** requires **us** to engage the services of a specific specialist repairer and/or supplier **we** may sublet that component or the work to such repairer or supplier.

ASSIST US WITH YOUR CLAIM

You must assist **us** with **your** claim. This means give **us** all the information and assistance with **your** claim which **we** may reasonably require. If **you** do not **we** may not, to the extent permitted by law, pay **your** claim or provide cover.

If **we** have the right to recover any amount payable under the **policy** from any other person, **you** must provide reasonable assistance to **us** in any action **we** may take.

What happens after you make a claim

OUR RIGHTS OF RECOVERY

We have the right to recover from any person, in **your** name, the amount of any claim paid under the **policy** and **we** have full discretion in the conduct, settlement or defence of any such claim.

SALVAGE OF YOUR VEHICLE OR ATTACHMENT WHEN IT IS A TOTAL LOSS

If **your vehicle** or **attachment** is a **total loss** and **we** have agreed to replace **your vehicle**, pay the **market value**, **sum insured value** or **agreed value** for **your vehicle** or **attachment**:

- the wreckage of **your vehicle** or **attachment** will become **our** property; and
- **we** will keep the proceeds of any salvage sale.

You must transfer the title and interests of **your vehicle** to **us** and **we** shall be entitled to dispose of the remains.

PAYMENT OF UNPAID PREMIUM WHEN YOUR VEHICLE IS A TOTAL LOSS

If **your vehicle** is a **total loss** and **we** have agreed to pay the **market value**, **sum insured value** or **agreed value** for **your vehicle or** attachment:

- the amount of any unpaid premium for the **period of insurance** will be deducted from the amount payable to **you**; and
- if **we** are replacing **your vehicle** or **attachment**, **you** must pay **us** the balance of any unpaid premium for the **period of insurance**.

This is because **we** have treated **your vehicle** as a **total loss** and paid **you** to the extent allowed under **your policy**.

NO RETURN OF PREMIUM AFTER A TOTAL LOSS

If **your vehicle** or **attachment** is a **total loss** and **we** have agreed to replace **your vehicle**, pay the **market value**, **sum insured value** or **agreed value** for **your vehicle** or **attachment**, no return of premium will be made for any unused portion of the premium.

This is because **we** have treated **your vehicle** as a **total loss** and paid **you** to the extent allowed under **your policy**.

GUARANTEE AND WARRANTY

We guarantee materials and workmanship on repairs **we** authorise for as long as **you** own or lease **your vehicle**. This guarantee is not transferable.

FINANCIAL SERVICES GUIDE

ABOUT THIS FSG

This Financial Services Guide (FSG) is an important document designed to help you decide whether to use the financial services offered. It contains information about how Blue Zebra Insurance Pty Ltd, ABN 12 622 465 838, AFSL 504130 (BZI) administers the policy and arranges the policy.

WHAT FINANCIAL SERVICES ARE PROVIDED?

BZI holds an Australian Financial Services Licence (AFSL) that allows BZI to provide you with general financial product advice about this Motor Insurance product and to arrange this product and to provide claims handling and settling services. BZI is responsible for the provision of these services under its own AFSL.

BZI acts under a binder authority from QBE Insurance (Australia) Limited (the insurer), who is the issuer of this product. This means that BZI can bind the insurer with this policy and can handle or settle claims on behalf of the insurer. BZI acts for the insurer when providing these services and not on your behalf. You can find full details of BZI and the insurer in the 'Important Information' section in the PDS.

Any advice given to you by BZI about Motor Insurance will be of a general nature only and will not take into account your personal objectives, financial situation or needs. You need to determine whether this product meets your needs.

HOW ARE WE PAID?

BZI is paid a commission by the insurer when you buy this Motor insurance policy. This commission is included in the premium that you pay and may be up to 20% of the premium paid excluding any government taxes and levies. BZI receives this commission from the insurer after you have paid the premium. Commission received by BZI is used to meet our distribution expenses, which include any commission payable to your broker.

BZI may add an agency fee to the premium that is charged. Any agency fee will be noted on your policy schedule. BZI may also receive a share of the profit earned by the insurer if the insurer makes an underwriting profit in accordance with the underwriting targets it has set. This amount is calculated and paid retrospectively only when the insurer exceeds its underwriting targets in a given year.

BZI employees are paid an annual salary and may be paid a bonus based on business performance.

FURTHER INFORMATION

For more information about remuneration or other benefits received for the financial services provided, please ask your intermediary or contact us using the details noted in this document within a reasonable time of receiving this FSG and before you choose to buy this product.

COMPLAINTS

If you have a complaint about the financial services provided by BZI in relation to this product please refer to the PDS for details of the complaint resolution process.

WHAT PROFESSIONAL INDEMNITY INSURANCE ARRANGEMENTS DO WE HAVE IN PLACE?

BZI holds professional indemnity insurance covering errors and mistakes relating to the provision of financial services provided by BZI and our employees (even after they cease to be employed). BZI's policy meets the requirements of the Corporations Act 2001 (Cth).

WHO IS RESPONSIBLE FOR THIS DOCUMENT?

The insurer is responsible for the PDS. BZI has authorised the distribution of this FSG.

This Combined FSG and PDS was prepared on 12 December 2025.

BlueZebra

BZ_SF_CM_PDS_FSG_260701
QM10230-0726

Contact Details

Blue Zebra Insurance Pty Ltd
ABN 12 622 465 838
AFS Licence 504130
PO Box R804
Royal Exchange NSW 1225

1300 171 535

info@bzi.com.au

bzi.com.au

For Claims

www.bzi.com.au/newclaim

1300 253 692

Overseas phone: +61 1300 253 692