CGU

COMMERCIAL MOTOR VEHICLE

INSURANCE PRODUCT DISCLOSURE STATEMENT AND POLICY

SCTP wording

Steadfast
THE STRENGTH YOU NEED



About Steadfast

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

Important information about Steadfast's advice

Any advice Steadfast gives about this 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 this policy, we recommend you read this PDS.

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Product Disclosure Statement

This Product Disclosure Statement (PDS) contains two sections:

- **Important Information** – contains general information about Your Commercial Motor Vehicle Insurance Policy, and
- **Commercial Motor Vehicle Insurance Policy** – contains the terms and conditions of Your Insurance Policy.

To assist You to locate specific items in this PDS, a table of contents is provided on the previous page.

Please read this PDS before You apply for insurance.

If You need more information about this PDS, please contact Us.

This PDS was up to date at the time it was prepared. From time to time We will need to update this PDS. If the update results in a material change from the PDS You hold, We will send You another PDS or a supplementary PDS. You may request a copy of the PDS free of charge at any time by contracting Us.

Important Information

The purpose of this PDS

This PDS has been prepared to help You understand this insurance product and provide You with information required under the Corporations Act 2001 to enable You to make an informed decision about Your insurance requirements. This Important Information section sets out information about the insurance.

You still need to read the Policy which provides a detailed description of the cover available and the standard terms, conditions and limitations.

This is an important document. Please read it and the other documents it refers to carefully before making a decision and keep them all in a safe and convenient place.

Who is the Insurer

CGU Australia Pty Ltd trading as CGU Insurance (CGU) is the Insurer and product issuer. Our Australian Business Number is 62 004 478 960. Our Australian Financial Services Licence Number is 700014. In this PDS, the Insurer is also referred to as 'We', 'Us', 'Our', or 'Ours'.

Intermediary remuneration

CGU Australia Pty Ltd trading as CGU Insurance pays remuneration to insurance intermediaries when We issue, renew or vary a Policy the intermediary has arranged or referred to Us. The type and amount of remuneration varies and may include commission and other payments. If You require more information about remuneration We may pay Your intermediary You should ask Your intermediary.

How to contact us

You may contact Us by any of the following ways:

- in person at any CGU Insurance office
- by telephone on 13 15 32
- by writing to Us at CGU Insurance, GPO Box 9902 in Your capital city
- by email on Our website www.cgu.com.au

Your cooling-off period

We will refund all premium paid for cover under Your Policy if You request cancellation within 21 days of its commencement. To do this, You must advise Us in writing. You will not receive a refund if You have made a claim under Your Policy.

How to apply for insurance

Complete Our application form. If We accept Your application for insurance, You will receive a Policy Schedule that sets out the details of the insurance You have taken out.

How to make a claim

When something happens that You believe You can claim for, please contact Us or Your intermediary.

Details about making a claim are shown in the Policy under 'Making a Claim'.

Excess – the amount you pay towards a claim

An Excess is an amount You will be required to contribute in respect of every claim under Your Policy. An Excess will apply to the Policy unless We agree that You do not have to contribute this amount. The Excess may differ depending on the type and value of the Vehicle You wish to insure. The Excess will vary depending on a number of factors including Your Vehicle, the state where the Vehicle is garaged, Your claims experience and the value We insure Your Vehicle for.

In some circumstances You may be required to pay one or more additional Excesses. These will vary depending on the state where the Vehicle is garaged and may include:

- Age Excess applies when the driver is under 25 years of age. The Policy Schedule may show different amounts for certain age groups.
- Inexperienced driver Excess applies when the driver is 25 years and over with less than 2 years licence in Australia.

This is only a summary of how Excesses will be applied. For full details, please refer to 'Excess ' in the Making a Claim section and Your Policy Schedule.

The amount you pay for this insurance

The premium payable by You for this insurance will be shown on Your Policy Schedule.

The key factors that influence the premium calculation are reflected in the questions asked, and information sought, at the time of Your enquiry or application for insurance. We take into consideration a number of factors in setting Our premiums.

These factors include the make, model and type of Vehicle being insured including modifications made to the Vehicle, the age and driving experience of people who will be driving the Vehicle, where and how the Vehicle is used, the type of cover, the place where Your Vehicle is garaged, and Your previous insurance and claims history.

Your Premium, including any discounts you may be eligible for, are subject to minimum premiums. We consider the minimum amount we are prepared to sell the policy for and may adjust your Premium to ensure it does not fall below that amount. Any discounts will be applied to your policy only to the extent any minimum Premium is not reached. This means any discount you may be eligible for may be reduced. When We determine Your premium on renewal, We may also limit any increases or decreases in Your premium by considering factors such as Your previous year's premium amount.

Your premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to the Policy. Where We are required to pay an estimated amount (e.g. for a Fire Services Levy) based on criteria set by the government, We allocate to the Policy Our estimate of the amount We will be required to pay. We may over or under recover in any particular year and We do not adjust Your premium because of this.

The premium charged together with the actual amount of these individual taxes and/or charges will be displayed in the Policy Schedule. You can ask Us for more detail.

The premium amount payable (including the charges, taxes or levies included within it) will be specified in the Policy Schedule.

If You change the Policy in any way, We may decide to either:

- continue cover with no change to the premium payable;
- reduce the premium payable and return any refund to You;
- charge You additional premium (You can cancel Your policy if you do not accept the additional premium); or
- cancel Your Policy.

It is important for You to know that We may make changes to this Policy as a result of a change made by You. When there is a change, We will inform you. Refer to General Condition 3 Changes to Risk for further information on how We treat policy alterations.

If We are unable to issue Your insurance when We receive Your application, We are required to hold Your premium in a trust account on Your behalf until Your insurance can be issued.

We will retain any interest payable by Our bank to meet, among other things, bank fees and other bank costs We incur in operating the account.

How CGU protects your privacy

We use information provided by Our customers to allow us to offer Our products and services. This means We may need to collect Your personal information, and sometimes sensitive information about You as well (for example, health information for travel insurance). We will collect this information directly from You where possible, but there may be occasions when We collect this information from someone else.

CGU will only use Your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give Us Your information, but this may affect Our ability to provide You with insurance cover.

We may share this information with companies within Our group, government and law enforcement bodies if required by law and others who provide services to Us or on Our behalf, some of which may be located outside of Australia.

For more details on how We collect, store, use and disclose Your information, please read Our Privacy Policy located at www.cgu.com.au/privacy. Alternatively, contact Us at privacy@cgu.com.au or 13 15 32 and We will send You a copy. We recommend that You obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of Our products or services, or providing Us with Your information, You agree to this information being collected, held, used and disclosed as set out in this policy.

Our Privacy Policy also contains information about how You can access and seek correction of Your information; complain about a breach of the privacy law, and how We will deal with Your complaint.

The General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise standards of practice and service in the general insurance industry. The objectives of the Code are:

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

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

Our commitment to you

We have adopted and support the Code and are committed to complying with it. Please contact Us if You would like more information about the Code or the Code Governance Committee.

How to resolve a complaint or dispute

We will always do our best to provide You the highest level of service but if You are not happy or have a complaint or dispute, here is what You can do.

If You experience a problem or are not satisfied with Our products, Our services or a decision we have made, let us know so We can help.

Call us on 13 24 81 or go to Our website for more information: cgu.com.au

We will try to resolve complaints at first contact or shortly thereafter.

If We are not able to resolve Your complaint when You contact us or You would prefer not to contact the people who provided Your initial service, Our Customer Relations team can assist:

Free Call: 1800 045 517

Free Fax: 1800 649 290

Email: Customer.Relations@iag.com.au

Mail: Customer Relations Reply Paid 89824 Sydney NSW 2001 Free post (no stamp required)

Customer Relations will contact You if they require additional information or have reached a decision. Customer Relations will advise You of the progress of Your complaint and the timeframe for a decision in relation to Your complaint.

We expect Our procedures will deal fairly and promptly with Your complaint. If You are unhappy with the decision made by Customer Relations You may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist You:

Free Call: 1800 931 678

Email: info@afca.org.au

Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

Visit: www.afca.org.au

Further information about our complaint and dispute resolution process is available by contacting Us.

Taxation information

This insurance is subject to the Goods and Services Tax (GST). The GST amount will be specified in the Policy Schedule. If You are registered for GST purposes, You may be able to claim an input tax credit in respect of GST We collect from You.

Details about the GST in relation to a payment under this Policy, are shown under 'How the Goods and Services Tax affects Your claim' in the 'Claims Procedures' section of this Policy.

Financial Claims Scheme

You may be entitled to payment under the Financial Claims Scheme in the event that CGU Australia Pty Ltd trading as CGU Insurance becomes insolvent. Access to the scheme is subject to eligibility criteria.

Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at www.apra.gov.au and the APRA hotline on 1300 55 88 49.

Commercial Motor Vehicle Insurance Policy

Your 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 loss or Damage or any liability incurred as described, occurring within Australia during the Period of Insurance.

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

1. Section 1 of this Policy will operate as follows:
    a) Additional Benefits applicable to Section 1; and
    b) Optional Cover Available under Section 1 if shown on Your Policy Schedule; and
2. Section 2 of this Policy will operate in full;

Option 2: Fire, Theft and Third Party Property Damage Liability

1. 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
2. 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.

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 includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure 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) de jure or de facto, and which:

1. involves violence against one or more persons;
2. involves damage to property;

3. endangers life other than that of the person committing the action;
4. creates a risk to health or safety of the public or a section of the public; or
5. is designed to interfere with or to disrupt an electronic system.

Agreed Value means the amount specified, exclusive of GST, in the Policy Schedule. This amount includes Standard Accessories and any Non-Standard Accessories, Attachments and Modifications specified in 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:

1. is shown on Your Policy Schedule; and
2. is permanently attached to Your Vehicle.

Autonomous Vehicle means a Vehicle that is able to adapt to all traffic situations including stop-start traffic, avoid potential Accidents, and perform collision avoiding manoeuvres and selfparking without human interaction.

Aviation Works means any of the following work:

1. the refuelling of Aircraft; or
2. 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
3. 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
4. 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.

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms; and
3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Damage and Damaged means:

1. sudden and unexpected physical loss, damage or destruction (including by Malicious Damage) 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
2. permanent loss by theft.

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.

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:

1. employed by You;
2. apprenticed to You;
3. deemed to be Your employee by any applicable law;
4. hired or seconded from another party by You; or
5. an executive director or officer of Your Business.

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 will be required to contribute in respect of every 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) unless We agree that You do not have to contribute this amount.

Family means:

1. Your spouse or de facto spouse; and
2. 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:

1. identified in Your Policy Schedule; and/or 2) 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 loss or Damage occurs based on the make, model, age and condition of Your Vehicle (exclusive of GST). We will not pay more than the Sum Insured.

Mechanical Breakdown means the actual breaking, burning out or malfunction of any part of Your Vehicle (excluding such breakdown due to placing an incorrect type, or inappropriate fuel. Lubricant or coolant into a Vehicle, or failing to place the correct fuel, lubricant or coolant into a Vehicle) whilst in the course of use within the limits specified by the manufacturer, as a result of internal, electronic, electrical or mechanical defect causing sudden stoppage of normal operation and necessitating repair before it can resume normal operation.

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 or equipment fitted after the manufacture of Your Vehicle or at the time of manufacture as an optional extra.

Payload means the maximum load that Your Vehicle is designed to carry. Payload is calculated from the gross vehicle mass (GVM) subtracting the Vehicle's own weight and without any cargo or passengers.

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:

1. cheques, money, credit cards or negotiable instruments; or
2. firearms; or
3. tools or items used in connection with Your Business; or
4. mobile phones.

Policy means Your insurance contract with Us which consists of this Policy wording, any endorsements and 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.

Reasonable Costs means appropriate and fair expenses which are not excessive or extreme in matters of pricing.

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 means the sum insured, exclusive of GST, stated in Your Policy Schedule, or in other documents forming part of Your Policy, for each of Your Vehicles. If sum insured type "Sum Insured Value" is selected, the amount We will pay you is the current Market Value up to the Sum Insured limit shown on your Policy Schedule.

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, shoveling, grading, boring, drilling, compacting, harvesting, ploughing, shredding, lifting, clearing, levelling, hosing, pumping, spraying, vacuuming or suction activities.

Total Loss means when:

1. the likely cost to repair the Vehicle plus the value of any salvage exceeds the Agreed Value or Market Value (up to the Sum Insured limit) as stated on your Policy Schedule; or
2. the Vehicle is stolen and not recovered within a reasonable period of time as determined by Us; or
3. the Vehicle is declared a statutory write off.

Trailer means the registered trailer shown on Your Policy Schedule. Trailer also includes:

1. registered caravans which are not:
   a) permanently on site or which is used as a permanent residence, or
   b) a motorised, campervan, or motor home;
2. the permanent fixtures, fittings, furniture, furnishings and bottled gas equipment contained in or on Your trailer which would normally be sold with it; or
3. 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 Non-Standard Accessories or equipment fitted which are noted on Your Policy Schedule or otherwise specifically covered by the Policy.

Vehicle does not include Mobile Plant.

We, **Our**, or **Us** means CGU Australia Pty Ltd
ABN 62 004 478 960 AFSL 700014 trading as CGU Insurance

You, **Your** or **Insured** means:

1. 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.
2. 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.
3. for the purpose of Section 2 – Third Party Property Damage Liability:
   a) anyone using or in charge of Your Vehicle with Your consent, but excluding hirers;
   b) any authorised passenger in Your Vehicle;
   c) Your employer or principal where Your Vehicle was, at the relevant time, being driven on Your behalf with Your consent.

Section 1
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

1. is lost by theft and not found; or
2. suffers Malicious Damage,

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

1. replace, reinstate or repair Your Vehicle; or
2. pay You the reasonable amount it would cost You to repair Your Vehicle to its condition before it was Damaged; or
3. if Your Vehicle is a Total Loss, and Your Policy Schedule shows that Your Vehicle is insured for Market Value, We will pay You the current Market Value up to the Sum Insured limit shown on Your Policy Schedule; or
4. If Your Vehicle is a Total Loss, and Your Policy Schedule shows that Your Vehicle is insured for Agreed Value, then We will 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, at Our option:

1. replace, reinstate or repair Your Vehicle; or
2. pay You the Reasonable Costs to repair Your Vehicle to its condition before it was Damaged; or
3. if Your Vehicle is a Total Loss, and Your Policy Schedule shows that Your Vehicle is insured for Market Value, We will pay You the current Market Value up to the Sum Insured limit shown on Your Policy Schedule; or
4. if Your Vehicle is a Total Loss, and Your Policy Schedule shows that Your Vehicle is insured for Agreed Value, then We will pay You the Agreed Value.

Our choice will have regard to the circumstances of your claim and consider any preference You may have.

Additional benefits Applicable to Section 1

We give You these Additional Benefits under this Section 1 following loss or 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 up to the Sum Insured or Agreed Value for Your Vehicle.

1. Accommodation and travelling expenses – applicable to Option 1: Comprehensive cover only

If Your Vehicle is on a journey and:

a) is Damaged in an Accident and unable to be driven; or

b) is lost through theft and not found within a reasonable time; and

c) 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:

   i. returning You or Your driver and any non-paying passengers to the point of departure or, at Your option, to the driver's destination;

   ii. obtaining overnight accommodation if the journey cannot be completed in the same day as the Damage occurs; and

   iii. hiring another Vehicle of similar make and model to complete the journey or to return Your driver 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.

2. Automatic trailer cover – applicable to Option 1: Comprehensive cover only

We will pay for Damage to any two wheeled or box Trailer which is owned by You and which is not listed in Your Policy Schedule while it is:

a) attached to Your Vehicle; or

b) 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.

The maximum amount We will pay is the Market Value of the Trailer up to a maximum of $5,000. We do not pay for loss of or Damage to any property in or on the Trailer. We will not provide any cover under this extension if there is any other insurance entered into by a third party or a policy required by law in place, covering the same Event.

3. Cover for interested parties – applicable to Option 1: Comprehensive cover only

We will provide cover up to the Sum Insured 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).

4. 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 Costs of the hire of a Vehicle to a maximum amount of $3,000 per Accident / per Vehicle provided that:

a) the payment / reimbursement is limited to costs incurred by You after You have notified Us of the loss; and

b) the Vehicle is of a similar like and kind to that lost or Damaged; and

c) 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. Additional charges incurred, other than the daily rental rate, for any such rental are excluded.

5. 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:

a) the cost of emergency repairs which may be necessary to enable You to drive Your Vehicle to point of departure after it has suffered Damage;

b) the repair or replacement of Your Vehicle's windscreen and/ or windows, up to a maximum of $4,000 per Event.

6. Employees' vehicles – applicable to Option 1: Comprehensive cover only

We will cover loss of, or 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:

a) the maximum We will pay for Damage to Your Employee's Vehicle, is $50,000 for any one Accident; and

b) as far as allowed by law, this Additional Benefit will only apply in excess of any amount for which Your Employee is otherwise insured by a policy entered into by a third party or a policy required by law.

7. 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 Costs 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.

8. Finance payout – total loss of encumbered vehicles – applicable to Option 1: Comprehensive cover only In the circumstance where:

a) Your Vehicle is a Total Loss; and

b) Your Vehicle is the subject of a lease agreement or other similar agreement; and

c) 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

d) the amount of the termination payment is greater than the amount We would pay for Your claim in respect of Your Vehicle, calculated in accordance with the terms of the Policy, if not for this additional benefit,

then, for the purpose of calculating the amount We will pay for Your claim under this Section 1, We will increase the Market Value or Agreed Value of Your Vehicle (as applicable) to the amount of the termination payment.

The maximum amount We will increase the Market Value or Agreed Value of Your Vehicle by under this Additional Benefit is:

a) 25% of the Agreed Value (if Agreed Value is shown on Your current Policy Schedule); or

b) 25% of the Market Value (if Market Value is shown on Your current Policy Schedule) up to a maximum of 25% of the Sum Insured.

The amount We will increase Your Sum Insured or Market Value by under this additional benefit will be reduced by any payments and interest in arrears at the time of loss or Damage.

9. 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.

10. Goods in transit – applicable to Option 1: Comprehensive cover only

We will pay for loss or 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 loss or Damage to Your goods or the goods of a Third Party if they are not covered by any other contract of insurance or for loss or Damage which is in excess of any benefit available under any other contract of insurance.

11. 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.

12. 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 modifications 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.

13. Personal Property – applicable to Option 1: Comprehensive cover only

We will pay for loss of, destruction to or Damage to Personal Property not specifically insured belonging to You or Your Employee which is:

a) Damaged in an Accident involving Your Vehicle;

b) stolen from Your Vehicle if locked; or

c) 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 up to a maximum of $2,000.

14. 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 loss or Damage, We will pay costs reasonably incurred;

a) of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other reasonable place; and

b) 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 loss or Damage following the theft, We will pay You the Reasonable Costs 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 reasonably incurred costs of recovery and/or retrieval of Your Vehicle.

No Excess will apply if no other loss or Damage has occurred to Your Vehicle.

15. 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 loss or Damage has occurred to Your Vehicle.

16. 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 tonnes and is declared a Total Loss within 2 years of its first registration,

We will at Your option (and with the consent of any financier where applicable) 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.

In the Event that:

a) Your Vehicle's model has been deleted from a manufacturer's range;

b) Your Vehicle's model has been superseded by a Vehicle that is significantly different to Your Vehicle; or

c) a new Vehicle of similar make and model is not available,

We will pay only 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.

17. 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 loss or Damage. We will pay the amount for Damage to Your Vehicle in accordance with the terms of the Policy, up to a maximum of $5,000 for loss or Damage to any signwriting per Event.

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.

18. 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 loss of Damage to Your tools of trade, trade stock and material following an Accident which are:

a) stolen via forcible and violent entry to Your securely locked Vehicle and/or tool box which is permanently fixed to Your Vehicle; or

b) Damaged as a result of a collision to Your Vehicle, up to a maximum of $3,000 per Event.

19. Tyre replacement – applicable to Option 1: Comprehensive cover only

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

20. 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 Non-Standard Accessories, Attachments or Modifications (excluding mobile phones) that are not specified as Non-Standard Accessories, Attachments or Modifications in Your Policy Schedule.

We will pay the amount for Damage to Your Vehicle in accordance with the Basis of Settlement, up to a maximum of $5,000, for Damage to such Non-Standard Accessories, Attachments and Modifications, per Event.

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

a) included in calculating the maximum amount We will pay You for Damage to Your Vehicle in accordance with the Basis of Settlement; and

b) 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.

21. 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 tonnes where there is no other Damage to Your Vehicle, We will not apply any Excess

22. Mechanical Breakdown

We will pay the Reasonable Costs of repairs to Your Vehicle resulting from Mechanical Breakdown provided that Your Vehicle is:

a) less than 5 years old from its original manufacture and has travelled less than 100,000 kilometres at the date of such Mechanical Breakdown, and

b) not used for the carriage of fare paying passengers, and

c) not used by You as a courier or freight carrier in Your business, and

d) less than 5 tonnes in carrying capacity.

We will not pay more than $2,000 in respect of any one Mechanical Breakdown, or Market Value of Your Vehicle up to $6,000 for all Mechanical Breakdowns in any one Period of Insurance.

This additional benefit does not require a valid claim under Section 1 – Damage to or Theft of Your Vehicle Comprehensive cover, for the benefit to be applied.

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 Costs 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 loss or Damage occurs to the mobile crane, mobile drilling rig or mobile piling rig, then We will not indemnify You against any loss or Damage or liability caused directly or indirectly by, arising from:

1. deliberate or reckless overloading of Your Vehicle;
2. deliberately or recklessly incorrect loading of Your Vehicle;
3. failure of:
   a) You,
   b) a director or partner of Yours or an Employee, or
   c) 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;
4. operation of Your Vehicle while its load-measuring instruments or limiters are known or suspected to be defective, inoperative or turned off by:
   a) You,
   b) a director or partner of Yours or an Employee, or
   c) person engaged in the operation of Your Vehicle;
5. acts or omissions of:
   a) You,
   b) a director or partner of Yours or an Employee, or
   c) 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 loss or Damage to person or property;
6. tests or experiments imposing abnormal operating conditions on Your Vehicle;
7. scratching or chipping of painted or polished surfaces;
8. 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 loss or Damage:
   a) neither You nor any Employee nor any person engaged in the operation of Your Vehicle was aware of such deterioration or issue, and
   b) a casual inspection of Your Vehicle would not have

   revealed such deterioration or issue;
9. 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

10. 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:

1. Tyres

loss or 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.

2. Wear and tear

loss or Damage caused by wear and tear, rust, corrosion or depreciation.

3. Safeguarding your vehicle

for loss or Damage due to failure to secure Your Vehicle after it has broken down or been Damaged, unless reasonable steps were taken to protect or safeguard Your Vehicle

4. Theft by hirer

theft or attempted theft of Your Vehicle by a hirer of Your Vehicle.

5. Old damage

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

6. Intentional damage

loss or Damage intentionally caused by You or a person acting with Your express or implied consent.

Section 2
Third party property damage liability

We will cover You for Your legal liability to pay compensation for loss or Damage to third party property caused by or arising out of the use of Your Vehicle (including any 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.

The maximum We will pay in respect of a claim under Section 2 is $35,000,000 inclusive of defence costs for any one Accident or series of Accidents resulting from the one original cause.

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 the transportation of Dangerous Goods complies with the current Australian Code for the Transport of Dangerous Goods by Road or Rail, the current Australian Code for the Transport of Explosives by Road or Rail or any amendment thereof and any other relevant code, regulatory or legislative requirements for the transport of Dangerous Goods.

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 limit of liability We will pay is $1,000,000 or any greater amount shown in Your Policy Schedule.

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:

1. Cost of cleaning

the Reasonable Costs 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.

2. 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.

3. Employer or principal

the amount which:

a) Your employer, principal or partner; or

b) 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.

4. 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.

5. 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).

6. 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.

7. Movement of other vehicles

the amount which You are held legally liable to pay as compensation for loss or 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.

8. 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 entered into by a third party or a policy required by law which specifically covers the Vehicle.

9. 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:

a) 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

b) 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.

10. 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:

a) 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 entered into by a third party or a policy required by law which specifically covers the Substitute Vehicle; and

b) We will only pay if one Substitute Vehicle is being used at any one time in place of Your Vehicle.

11. 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:

a) You or any person driving, using or in charge of Your Vehicle or a Substitute Vehicle;

b) 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:

a) if Your Vehicle was not registered at the time of the Accident; or

b) 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

c) 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

d) 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

e) 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:

   i. register Your Vehicle,

   ii. apply for cover under the scheme, or

   iii. comply with a term or condition of the scheme, or

   iv. if You or the person, using or in charge of Your Vehicle or the Substitute Vehicle which is registered in the Northern Territory of Australia.

12. 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.

13. 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 Trailers does not exceed the number permitted by law.

14. 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:

a) Your Vehicle was a sedan, station wagon, four wheel drive, panel van, utility or goods carrying Vehicle under 2 tonne Gross Vehicle Mass; and

b) the driver of the other Vehicle was at fault; and

c) the other Vehicle was uninsured; and

d) You can tell Us who the other driver was and identify the other Vehicle and supply the registration number; and

e) 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 contribute the Excess and the Excess will be refunded if We are successful in establishing the fault of the other driver.

In order for Us to resolve whether You or another person was at fault, We may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that may apply to the claim circumstances. If We are unable to determine who was at fault, the excess is payable by You.

Refer to Making a Claim, point 2 Excess for Our conditions relating to this matter.

Exclusions
Applicable to Section 2

We will not be liable under Section 2 for:

1. Aircraft liability

any liability of whatsoever nature in connection with loss or Damage to any Aircraft resulting from an Accident caused by, or arising out of, the use of Your Vehicle.

2. Fines, penalties, punitive damages

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

3. Property in your custody or control

a) Damage to property that is owned by You;

b) Damage to property which is in Your physical or legal control; or

c) loss of use arising out of or from the loss or Damage to any property in Your physical or legal control.

For the purpose of this Exclusion only:

a) Employees or visitor's Vehicles whilst contained within a car park or premises;

b) premises leased or rented to You; or

c) 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.

4. 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.

5. 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.

6. Trailers

a) for Damage or liability of whatsoever nature caused or contributed to by more than the legally permitted number of Trailers attached to Your Vehicle;

b) for Damage to any Trailer that You do now own, other than as provided for by the Additional Benefit applicable to Section 2 – 'Non-Owned Trailer Liability';

c) damage to any Caravan that You do not own.

7. Unregistered vehicles

a) 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;

b) 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.

8. Vibration / vehicle weight

Loss or Damage to property that is caused by:

a) vibration; or

b) 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.

1. Acquired companies

We will provide cover, in respect of the Vehicle(s) of any subsidiary company or firm or business purchased, formed or acquired by, or in Your name, during the Period of Insurance, if You hold a controlling interest in the subsidiary company, firm or business so purchased, formed or acquired, as follows:

a) if the acquired business is of a similar occupation to that already declared and,

b) if You advise Us of Your interest in the subsidiary company, firm or business within 14 days of the purchase, formation or acquisition, We will hold You covered for those Vehicles under the cover Option shown on Your Policy Schedule in respect of those Vehicles for a period of 30 days from the date of such purchase, formation or acquisition; and

c) if, within 30 days of such purchase, formation or acquisition, You also provide Us with a schedule of the additional Vehicles to be insured and details of their prior claims history, We will extend the hold covered period until 45 days from the date of such purchase, formation or acquisition; and

d) if You pay the premium We assess as applicable for the hold covered period.

No cover is provided for such Vehicles beyond the hold covered period(s), unless You agree to any special terms required by Us, and pay any additional premium required by Us.

2. 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, Trailers or Mobile Plant purchased, leased or hired by You (and for which You are legally liable) during the Period of Insurance, provided that:

a) such Vehicles, Attachments, Trailers or Mobile Plant are of a similar type to Your Vehicles at the commencement of the Period of Insurance;

b) You notify Us in writing within 60 Days of acquiring any such Vehicle, Attachment Trailers or Mobile Plant;

c) the Limit of Cover (which applies under Section 1) does not exceed $150,000 for each newly acquired or hired Vehicle, Attachment, Caravan or Trailer or Mobile Plant, unless We have otherwise agreed in writing; and

d) You pay Us any additional premium We may require (You can cancel Your Policy if You do not accept the additional premium).

However any Vehicle, Attachment, Trailer or Mobile Plant acquired by virtue of the purchase or other acquisition of, or the formation of any company or firm or business (including the purchase or acquisition of the Business of any sole trader or sub-contractor) or any Vehicles, Attachments, Trailers or Mobile Plant acquired or hired by You from any of Your subcontractors, will not be treated as newly acquired Vehicles or Attachments purchased or hired by You, as required by this Additional Benefit.

3. Fire brigade and 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.

4. 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.

5. Psychological counselling

We will pay the Reasonable Costs incurred, outside of any costs covered by Medicare or private health insurance, for Your driver to obtain professional psychological counselling as a result of an Accident involving Your Vehicle.

In the event that no loss or Damage has occurred to Your Vehicle and there is no third party property loss or damage claim involved, no excess will apply to this Additional benefit.

The maximum we will pay is $10,000 per Event.

6. Removal of debris

We will pay You for the Reasonable Costs 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 by a policy entered into by a third party or a policy required by law.

Exclusions
Applicable to both Section 1 and Section 2

The following General Policy Exclusions apply to the Policy.

We will not pay any claim for loss, Damage or liability arising directly or indirectly from:

1. Approved Fuel Systems

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

2. Aviation works

or in connection with any Aviation Works.

3. 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:

a) would have attached notwithstanding such undertaking or indemnity; or

b) was assumed under a contract which was specifically designated in Your Policy Schedule.

4. 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.

5. 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, notwithstanding the cover limit listed above in 'Third Party Property Damage Liability'.

6. 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.

7. Hire or reward

Your Vehicle being:

a) 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;

b) let out on hire, unless:

   i. operated by You or one of Your Employees, or

   ii. We have agreed in writing to provide Dry Hire cover for Vehicles which are not Mobile Plant.

8. Overloading

Your Vehicle or any Trailer that is being towed by Your Vehicle, being used to:

a) carry number of passengers in excess of that for which it was constructed, registered or licensed, or contrary to the manufacturer's recommendations; or

b) 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.

This exclusion will not apply if You can prove that:

a) You did not allow such use of Your Vehicle;

b) You had no reason to suspect that Your Vehicle was being used in that manner; or

c) Damage or liability incurred was not caused by, or contributed to, by such excess of passengers and/or load.

9. 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.

10. Seizure of your vehicle

a) lawful seizure, confiscation or acquisition; or

b) any person lawfully repossessing or attempting to lawfully repossess Your Vehicle, where Your Vehicle is used as security for a debt.

11. Stock in trade

Your Vehicle forming part of the stock in trade of Your Business.

12. Trailers

more than the legally permitted number of trailers attached to Your Vehicle.

13. Underground mining

Your Vehicle being used:

a) for drilling or tunnelling whilst underground; or

b) used or driven in an underground mine or mining shaft.

14. Use of Your vehicle

a) 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. However, if You can prove You did not know that the driver of Your Vehicle was so affected, We will cover You but not the driver of Your Vehicle;

b) 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. However, if You can prove You did not know that the driver of Your Vehicle refused to submit to the test, We will cover You but not the driver of Your Vehicle;

c) an Accident caused by a person who was not licensed to drive Your Vehicle but this exclusion will not apply where:

   i. the person is driving Your Vehicle without Your consent; or

   ii. the person is driving Your Vehicle with Your consent but You can prove:

      1. 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

      2. 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

      3. 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.

d) Your Vehicle being:

   i. used in connection with the motor trade for experiment, test, trial, demonstration or towing;

   ii. used for any illegal purpose with Your consent and the use for illegal purpose contributed to or caused the loss, Damage or liability;

iii. 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

iv. 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.

e) Your Vehicle being operated or driven in any autopilot or Autonomous Vehicle mode; or

f) and You are not covered under any section of this Policy while Your Vehicle or a Substitute Vehicle is being used for or in connection with a race, rally, trial, test, contest, track day or any kind of motor sport.

15. Vehicles on rails / cables

Your Vehicle was being used to run on rails, tram tracks or cables.

16. Willful Damage

You, anyone acting on Your behalf or any other covered persons intentionally causing willful Damage.

In addition, We do not cover:

17. Asbestos

any loss or damage arising from, or any liability, cost or expense that arises or results from, or is any way connected with, asbestos, whether directly or indirectly.

18. War

any loss, damage, liability, injury or death caused by, arising from, occasioned by or through or in consequence directly or indirectly of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution or military or usurped power.

19. Act of Terrorism

any loss, damage, liability, injury, death, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

a) an Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or

b) any action taken to control, prevent, suppress, retaliate against, or respond to an Act of Terrorism.

20. Mechanical and other breakdown or failure

mechanical, structural, electrical, hydraulic, or electronic breakdown or failure. However this exclusion will not apply to:

a) loss or Damage to Your Vehicle if an Accident occurs resulting from such breakdown or failure; or

b) the cover given under Section 1 – Additional benefit “Mechanical Breakdown”.

21. Cyber

loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by:

a) errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system; or

b) any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,

provided that this exclusion will not apply to physical loss or damage directly caused by an incident or event We cover You for under this Policy except if caused by vandalism or a malicious act. For example, We will not cover You if Your Vehicle’s GPS or security system cannot be used because of a cyber attack, but We will cover You for theft of Your Vehicle if it is stolen after Your Vehicle’s security system is impacted by a cyber attack.

22. Data

loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of any data.

23. Consequential loss

consequential loss including any loss which results because You can’t use Your Vehicle unless it is specifically covered under this Policy. This means We will not pay for direct or indirect financial or economic loss. For example, loss of use or enjoyment, loss of profits or depreciation.

24. Seepage

We do not cover seepage, pollution or contamination, or any loss, damage, liability, injury, death, costs, expenses, fines, penalties, punitive or exemplary damages caused by, arising from or in connection with any seepage, pollution or contamination. This exclusion does not apply to the cover given under Section 2 – Additional benefit “Cost of cleaning”.

25. Communicable Disease

We will not pay for any loss, damage, liability, injury or death directly caused by a Communicable Disease or the threat or perceived threat of any Communicable Disease.

26. Radioactivity

loss, damage, liability, injury or death caused by or arising from any nuclear, radioactive, biological or chemical material or the use, handling or transportation of such material.

27. Sanctions

and We will not be liable to pay any claim or provide any benefit under this Policy (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose Us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

General conditions
Applicable to both Section 1 and Section 2

The following General Conditions apply to all Sections of this Policy.

1. 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 the name, description or situation of property will not prejudice Your rights under the Policy provided notice in writing is given to Us as soon as reasonably possible after such breach or error comes to Your knowledge. You must pay Us any additional reasonable premium that We may require, from the date of such breach or error.

2. 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:

a) You have made a misrepresentation to Us prior to the issue of the Policy;

b) You have failed to comply with a provision of Your Policy, including a term relating to payment of premium;

c) 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

d) where We are otherwise permitted to do so by law.

3. Changes to risk

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 reasonably possible after 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:

a) been convicted or charged with any driving offences;

b) had a driver's licence cancelled or suspended or been restricted from holding a driver's licence for any period; or

c) been responsible for causing an Accident; or

d) had any vehicle Damaged or stolen.

When We receive any change in detail from You, We may:

- continue cover with no change to the premium payable;
- reduce the Premium payable and return any refund to You;
- charge You additional Premium (You can cancel Your policy if you do not accept the additional Premium); and/or
- cancel Your Policy;

It is important for You to know that We may make changes to this Policy as a result of a change made by You. When there is a change, We will inform you.

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. The course of action will be considered in each circumstance based on what impact or effect Your failure to notify Us caused or contributed to the claim or Our decision to issue, renew or vary Your Policy.

4. 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.

5. Failure to pay your insurance premium

When You take out insurance, You need to pay Your annual Premium or any instalments by the due date specified on Your Certificate of Insurance.

An instalment is unpaid if it cannot be deducted from Your nominated account or credit card.

If Your Premium is overdue we will send you a notice outlining the overdue amount and when it needs to be paid.

If Your Premium remains unpaid after the time period specified in the notice we send, We will:

- cancel Your Policy for non-payment; and
- refuse to pay any claim for an incident occurring after the cancellation date.

If You pay by instalment, we will send You a second notice either before cancellation informing you of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If You need to make a claim when Your Policy is overdue, and before Your Policy has been cancelled for non-payment, We will require You to pay the overdue amount as part of the claim settlement process. Alternatively, where the settlement method allows We can reduce the settlement payment by the overdue amount.

6. 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.

7. 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.

8. 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.

9. 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.

10. Notices

Any notice We give You will be effective:

a) if it is delivered to You personally; or

b) if it is delivered or posted to Your address last known to Us.

c) if You have agreed to receive any notice electronically, by email.

It is important for You to tell Us of any change of address as soon as possible.

11. Other insurances covering the same loss, damage or liability

If at the time of any event giving rise to a claim under this Policy there is any other current policy covering the same loss, Damage or liability You must notify Us of the other insurance and You must render all reasonable assistance to Us in order that We may recover a contribution from any other insurer.

12. Prevention of loss or damage

We may not pay Your claim if You do not take all reasonable precautions to prevent loss or 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.

The course of action We take when You fail to do any of these things will be considered in each circumstance based on what impact or effect Your failure to comply caused or contributed to the claim or Our decision to renew or vary Your Policy.

13. Adequacy of Sum Insured

Each year at renewal, you should check your sum insured to ensure it reflects the current Market Value. If you want to update your Sum Insured, please contact us.

Making a claim

1. What You must do in the event of a claim:

You must not:

a) admit liability or make a promise or offer of payment in connection with the claim; or

b) 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.

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.

a) Prevent further damage

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

b) Contact the police

Depending on the laws of the State or Territory in which the Accident occurs, You must:

i. contact the police if any person was injured as a result of the Accident;

ii. request the police to attend the scene of the Accident;

iii. 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 as soon as reasonably practical if Your Vehicle is stolen or Maliciously Damaged.

c) Contact us as soon as reasonably possible

If there is any Damage or liability which is likely to result in a claim, You must give Us all details relevant to the claim of any Damage or anticipated or alleged liability.

You or Your representative must give Us full details in the manner We reasonably request which will be either:

i. verbally; or

ii. in writing by completing Our claims notification available through our website, or a link will be supplied to You when You contact Us.

We will only request information and help relevant to handling Your claim and will explain why the information and help is required.

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 as soon as reasonably possible.

You must advise Us as soon as reasonably possible of:

i. any notice of impending prosecution;

ii. details of any inquest or official enquiry.

2. Excess

An Excess is the amount shown in Your Policy Schedule or in this document, which You will be required to contribute towards 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.

When you make a claim, we will:

- deduct the Excess from any claim payment, or
- request you pay the Excess to us or, to the repairer or supplier.

If we request you pay the Excess, we will tell you who to pay and may require payment as part of the finalisation of your claim

The Sum Insured 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:

a) Basic Excess

b) Age and inexperienced driver Excess

c) Tipping Excess

d) Radius Limit Excess

e) Other Excesses

f) Faultless Excess

Other Excesses may apply which will be noted on Your Policy Schedule.

a) Basic Excess

This is the amount which You will be required to contribute towards 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.

b) Age and inexperienced driver's Excess

If at the time of loss or Damage, Your Vehicle (providing Your Vehicle was not a rigid and/or articulated Vehicle with a carrying capacity in excess of 10 tonnes Payload) was being driven by a person as set out below, the following additional Excess per Accident shall apply:

i. driver under 21 years of age: $850; ii) driver aged 21 years of age and under 25 years of age:

ii. $750;

iii. 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:

i. windscreen or window glass Damage where this is no other Damage to Your Vehicle;

ii. Damage or loss caused by theft;

iii. hail, storm or flood Damage;

iv. Malicious Damage; or

v. Damage to Your Vehicle whilst parked.

c) Tipping Excess

If Your Vehicle is a rigid body tipper or a tipping Trailer, and at the time of loss or 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.

d) Radius Limit Excess

If Your Vehicle is Damaged or liability is incurred as a result of an Accident which occurs outside the Radius Limit shown in Your Policy Schedule, then You will pay an additional Excess in the amount of 100% of the basic Excess per Vehicle.

e) Other Excesses

You may have to pay other Excesses which will be listed on Your Policy Schedule if they apply.

f) Faultless Excess

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

a) We are satisfied 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

b) You can supply the name and address of that driver or other third party; and

c) 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.

3. Deciding who is at fault

To determine whether the driver of the other vehicle was at fault for the collision, We may request reasonable additional information – for example witness statements, police reports or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

We will only request information and help relevant to handling Your claim and will explain why the information and help is required.

4. 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 (subject to any relevant Policy limits):

a) authorise the repairs at Your repairer of choice;

b) if you prefer, pay You the Reasonable Costs you would incur of repairing Your Vehicle in accordance with the mutually agreed quotation; or

c) 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.

5. 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'. 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.

6. 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. 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 immediately, We may choose to 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.

7. 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.

8. 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. We will only request information and help relevant to handling Your claim and will explain why the information and help is required. If You do not provide the request information and relevant assistance, We may not, to the extent permitted by law pay Your claim or provide cover. The course of action we take when you fail to tell us these things will be considered in each circumstance based on what impact or effect your failure caused or contributed to a claim or our decision to issue, renew or vary your Policy.

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.

9. Our rights of recovery

We have the right to recover any money paid by Us from any person whom You may be able to hold liable or responsible and We shall have full discretion in the conduct, defence or settlement of any claim and to take any action in Your name subject to Your right to be informed of the status of proceedings and to be consulted where appropriate. We will take into account Your interests. You and any other party entitled to cover under this Policy will not hinder these rights and must give all relevant information and co-operation as may be reasonably required. If We make a recovery by way of subrogation, You shall be entitled to recover from Us any amount by which Our recovery exceeds the amount paid by Us in relation to the loss.

10. 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 up to the Sum Insured or Agreed Value for Your Vehicle or Attachment:

a) the wreckage of Your Vehicle or Attachment will become

Our property; and

b) We will keep the proceeds of any salvage sale. Where it is safe to do so, You may reclaim the wreckage if You agree to pay Us the salvage price.

You must transfer the title and interests of Your Vehicle to Us and We shall be entitled to dispose of the remains. In States or Territories where We are entitled to do so, We will also retain any proceeds from any registration and compulsory Third Party insurance. This is because We have treated Your Vehicle as a Total Loss and paid You to the extent allowed under Your policy.

11. 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 up to the Sum Insured or Agreed Value for Your Vehicle or Attachment:

a) the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You; and

b) if We are replacing Your Vehicle or Attachment, You must pay Us the balance of any unpaid premium for the Period of Insurance.

12. 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 up to the Sum Insured or Agreed Value for Your Vehicle or Attachment, no return of premium will be made. This is because We have treated Your Vehicle as a Total Loss and paid You to the extent allowed under Your policy

13. 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.

How a claim payment is calculated

The following examples are designed to illustrate how a claim payment might typically be calculated and what You may be required to contribute based on some practical scenarios. For the purpose of these scenarios, it is assumed that You are registered for GST purposes. These examples do not cover all scenarios or all benefits and do not form part of the Policy terms and conditions. They are a guide only. Any actual claim settlement amount will depend on the cover and limits insured under the Policy and the facts of each case.

Section 1 – Own damage – Repairs to Your Insured Vehicle	
Cover option	Comprehensive
Agreed Value, Market Value or Sum Insured	Market Value up to Sum Insured
Optional Cover	None
Excess(es) applicable to Your Policy	$1,000 Basic Excess
Loss or damage	Your Vehicle is damaged in an Accident and You are the at fault driver. We decide to repair Your Vehicle. The Vehicle was towed from the scene of the Accident to the repairer. We authorised the tow and the towing company invoices Us $350. The cost of the repairs is $5,000.
How We settle Your claim	We accept Your claim under the Policy and decide to repair Your Vehicle. The claim is settled as follows: • You pay the $1,000 Excess to the repairer • We pay the repairer $4,000 ($5,000 less $1,000 Excess) • We pay the towing company $350

Section 1 – Own damage – Total Loss of Insured Vehicle – Market Value	
Cover option	Comprehensive
Agreed Value, Market Value or Sum Insured	Market Value up to Sum Insured
Optional Cover	None
Excess(es) applicable to Your Policy	$1,000 Basic Excess
Unpaid monthly instalments	4 x $50 per month
Loss or damage	Your Vehicle is damaged in an Accident and You are the at fault driver. The Market Value of Your Vehicle is $25,000.
How We settle Your claim	We accept Your claim under the Policy and assess Your Vehicle to be a Total Loss. As You are registered for GST, We reduce Your payment by the amount of any input tax credit (ITC) that You are or will be entitled to claim. Your Vehicle has $250 of unused registration and Compulsory Third Party (CTP) Insurance. We pay You $21,277.27 as follows: • Market Value (up to Sum Insured) $25,000 • Less ITC $2,272.73 • Less Excess $1,000 • Less unpaid premium $200 • Less unused registration and Compulsory Third Party (CTP) Insurance $250 • Total $21,277.27 You arrange Your registration and CTP insurance refund of $250 from Your relevant State Transport Authority and CTP Insurer. Your Policy comes to an end and there is no refund of premium. We retain the Vehicle.

Section 1 – Own damage – Total Loss of Insured Vehicle – Lease payout – Market Value	
Cover option	Comprehensive
Agreed Value, Market Value or Sum Insured	Market Value up to Sum Insured
Optional Cover	Hire costs following an accident
Excess	$1,000
Unpaid monthly instalments	4 x $50 per month
Loss or damage	Your Vehicle is damaged in an Accident and You are the at fault driver. The Market Value of Your Vehicle is $28,000. A replacement vehicle was hired for ten days at a cost of $75 per day (total $750). Your Vehicle is currently subject to a lease agreement. The amount that You will need to pay to terminate the lease agreement is $30,000, which is greater than Your Vehicle's Market Value of $28,000.

How We settle your claim	We accept Your claim under the Policy and assess Your Vehicle as a Total Loss. Because of the 'Finance payout – total loss of encumbered vehicles' additional benefit, for the purpose of calculating the amount We will pay for Your claim, We will increase Your Vehicle's Market Value to $30,000 (which is less than 25% greater than $28,000). As Your Vehicle is under a financial agreement with a credit provider, We will first pay the credit provider after the applicable Policy deductions to clear the encumbrance. As You are registered for GST, We reduce the payment by the amount of any input tax credit (ITC) that You are or will be entitled to claim. Your Vehicle has $100 of unused registration and Compulsory Third Party (CTP) Insurance. We pay the credit provider $25,972.73 as follows: • Market Value $28,000 plus additional benefit = $30,000 • Less ITC $2,727.27 • Less Excess $1,000 • Less unpaid premium instalments $200 (4 x $50) • Less unused registration and Compulsory Third Party (CTP) Insurance $100 • Total $25,972.73 You owe the credit provider the balance of $4,027.27 under the lease agreement ($30,000 - $25,972.73). As You have the 'Hire costs following an accident' optional benefit, We pay the hire company $750. You arrange Your registration and CTP insurance refund of $100 from Your relevant State Transport Authority and CTP Insurer. Your Policy comes to an end and there is no premium refund. We retain the Vehicle.

Section 1 – Own damage –Replacement vehicle following a total loss	
Cover option	Comprehensive
Agreed Value, Market Value or Sum Insured	Market Value up to Sum Insured
Optional Cover	None
Excess(es) applicable to Your Policy	$1,000 Basic Excess
Unpaid monthly instalments	4 x $50 per month
Loss or damage	Your Vehicle is a sedan which was only 2 months old from the commencement date of the original registration. Your Vehicle is damaged in an Accident and You are the at fault driver.
How We settle Your claim	We accept Your claim under the Policy and assess Your Vehicle as a Total Loss. As Your Vehicle is less than 2 years old, You choose to replace the Vehicle with a new vehicle. We order You a replacement vehicle from a car dealer with 12 months registration and CTP included. Your Vehicle has $100 of unused registration and Compulsory Third Party (CTP) Insurance. You pay Us or the car dealer $1,300: • Basic Excess of $1,000 • Outstanding premium instalments $200 (4 x $50) • Unused portion of registration and compulsory third party insurance from Your Vehicle $100 You arrange Your registration and CTP insurance refund of $100 from Your relevant State Transport Authority and CTP Insurer. Your Policy comes to an end and there is no refund of premium. We retain the damaged Vehicle.

Section 1 – Own damage – Excess greater than claim amount	
Cover option	Comprehensive
Agreed, Market Value or Sum Insured	Market Value up to Sum Insured
Optional Cover	None
Excess(es) applicable to Your Policy	$1,000 Basic Excess
Loss or damage	Your Vehicle is damaged while parked by an unknown driver. We assess the damage. The cost of the repairs is $650.
How We settle Your claim	As Your Excess is $1,000, We will not be able to proceed further with Your claim because Your Excess is more than the repair costs for the damage to Your Vehicle.

Section 2 – Third party property damage liability – Damage to third party property	
Cover option	Comprehensive
Optional Cover	None
Excess(es) applicable to Your Policy	$1,000 Basic Excess
Loss or damage	Your Vehicle is damaged in an Accident with another vehicle and You are the at fault driver. The third party commences court proceedings against You, claiming damages of $5,000 from You for repair costs to their vehicle. The cost to repair Your Vehicle is $4,000.
How we settle Your claim	We accept Your claim under the Policy and We arrange lawyers to act on Your behalf in relation to the claim made against You. • You pay the $1,000 Excess to the repairer. • We pay the repairer $3,000 ($4,000 less $1,000 Excess). • We pay the lawyers $1,500 for their fees to act on Your behalf. • We pay the third party $5,000 for the damage that You caused their vehicle.

CONTACT DETAILS

ENQUIRIES 13 24 81
CLAIMS 13 24 80

MAILING ADDRESS
GPO BOX 9902 IN YOUR CAPITAL CITY

CGU.COM.AU

SYDNEY
GPO Box 244
Sydney
NSW 2001

MELBOURNE
181 William St
Melbourne
VIC 3000

BRISBANE
189 Grey St
South Bank
QLD 4101

PERTH
46 Colin St
West Perth
WA 6005

ADELAIDE
80 Flinders St
Adelaide
SA 5000

Preparation date 01/10/2025

Steadfast
THE STRENGTH YOU NEED

CGU

Insurer
CGU Australia Pty Ltd
ABN 62 004 478 960 AFSL 700014
trading as CGU Insurance