

# COMMERCIAL MOTOR INSURANCE

COMBINED POLICY WORDING,
PRODUCT DISCLOSURE STATEMENT (PDS) AND
FINANCIAL SERVICES GUIDE (FSG)

Effective Date: 1 October 2020

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#### INTRODUCTION

#### **About this Product Disclosure Statement**

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

This PDS will help you to:

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

The information contained in this PDS is general information only. It is important **you** read **your policy** to ensure **you** have the cover **you** need.

Any terms in this PDS that are in **bold** are words that have a particular defined meaning. **You** should refer to the 'Definitions' section of this document to obtain the full meaning of such terms.

Headings have been included for ease of reference, but do not form part of the **policy**.

This PDS is made up of two parts:

- · important information (beginning on page 5); and
- policy wording (beginning with the section 'what you are covered for' on page 8) – terms and conditions of the cover provided.

This Combined Policy Wording and PDS was prepared on **1 October 2020**.

# **Updating this PDS**

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

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

#### **About Blue Zebra**

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

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

#### **About Youi**

The **insurer** is Youi Pty Ltd (YOUI), ABN 79 123 074 33, AFS Licence Number 316 511.

Youi Pty Ltd is an Australian registered company and is a wholly

owned subsidiary of Youi Holdings Pty Ltd, a subsidiary of OUTsurance Insurance Holdings Pty Limited part of the Rand Merchant Insurance Holdings (RMIH) Group.

Youi is a registered general insurance company and is regulated by the Australian Prudential Regulation Authority (APRA) and Australian Securities and Investment Commission (ASIC), a member of Insurance Council of Australia (ICA) and a signatory to the General Insurance Code of Practice.

Youi's contact details are:

Phone: 13 YOUI (9684)

+61 7 3719 4800

Email: info@youi.com.au

Mail: PO Box 849, Buddina, QLD 4575

#### Financial claims schemes

The **insurer** of this **policy**, Youi, is an insurance company authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, they are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (**APRA**).

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

The FCS may apply in the **event** that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance **policy** may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained at www.fcs.gov.au.

# How to apply for this policy

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

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

If you are not satisfied with the information provided by your intermediary, you can contact us at the address or telephone number shown on the back cover of this document. However, we are only able to provide factual information or general advice about the product.

We do not give advice on whether the product is appropriate for your personal objectives, needs or financial situation. Therefore, you should carefully read this document before deciding whether to purchase this product or not.



# Our contract with you

Your policy is a contract of insurance between you and the insurer and contains all the details of the cover that we provide.

Your policy is made up of:

- This PDS which incorporates the **policy** wording beginning with the 'What **you** are covered for' section on **page 8**. This is common to all customers who buy **our** BZI Commercial Motor Insurance product. It tells **you** what is covered, sets out the claims procedures, exclusions and other terms and conditions of cover;
- Your policy schedule issued by us for the relevant period of
  insurance. The policy schedule is a separate document unique to
  you, which shows the insurance details relevant to you. It includes
  any changes, exclusions, terms and conditions made to suit your
  individual circumstances and may amend the policy; and
- Any other written change otherwise advised by us in writing (such as an endorsement or a supplementary PDS). These written changes vary or modify the above documents.

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

**We** reserve the right to change the terms of this product where permitted to do so by law.

If there is more than one insured on the **policy**, then anything which any of the insureds says, does or omits to advise to **us**, applies to and affects the rights of all of the insureds.

#### **Confirmation of transactions**

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



#### IMPORTANT INFORMATION

# **General Insurance Code of Practice**

The insurer is a signatory to the General Insurance Code of Practice ('code') and BZI also proudly supports the code.

The **code**, which is written in plain English, sets out the standards that general insurers must meet when providing services to their customers, such as being open, fair and honest.

It also sets out timeframes for insurers to respond to claims, complaints and requests for information from customers.

The **code** covers many aspects of a customer's relationship with their insurer, from buying insurance to making a claim, to providing options to those experiencing financial hardship, to the process for those who wish to make a complaint.

A copy of the General Insurance Code of Practice can be found at www.codeofpractice.com.au.

# Motor Vehicle Insurance and Repair Industry Code of Conduct

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

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

# **Dispute resolution**

If you have a complaint about an insurance product we have issued or service you have received from us, please contact your intermediary to initiate the complaint with us. If you are unable to contact your intermediary, you can contact us directly on 1300 171 531 or via <a href="mailto:compliance.manager@bzi.com.au">compliance.manager@bzi.com.au</a>.

**We** will respond to **your** complaint within 15 working days. If **you** are not satisfied with **our** response, **you** may have the matter reviewed through **our** internal dispute resolution process, which is free of charge.

If you are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, you may refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to you.

Their contact details are:

Website: <a href="www.afca.org.au">www.afca.org.au</a>
Email: <a href="mailto:info@afca.org.au">info@afca.org.au</a>
Freecall: <a href="mailto:1800.931.678">1800.931.678</a>

In writing to: The Australian Financial Complaints Authority, GPO

Box 3, Melbourne, Victoria 3001

# Cooling-off period

After **you** apply for (or renew) a BZI product and **you** have received the PDS, **you** have 30 days to check that the **policy** meets **your** needs. Within this time **you** may cancel the **policy** and receive a full refund of any **premiums** paid (less any non-refundable government charges, taxes and levies that **we** have paid and are not recoverable), unless:

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

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

You can cancel your policy at any time after the cooling-off period. Please refer to 'Cancellation' under the General Terms and Conditions section beginning on page 28.

#### **Goods and Services Tax**

**You** must advise **us** of **your** correct input tax credit percentage, where **you** are registered as a business and have an Australian Business Number.

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

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

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

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



# How we determine your premium

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

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

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

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

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

Any fees **we** charge for roadside assistance under the 'Roadside Assistance' optional cover will be shown separately on **your policy schedule** and are not considered to be part of **your premium**.

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

Roadside assistance fees will include an amount for GST. These amounts will be set out separately on **your policy schedule** as part of the total amount due for the **policy**.

Also, minimum **premiums** may apply. Any discounts or entitlements may be subject to rounding and only apply to the extent any minimum **premium** is not reached.

BZI may also add an agency fee to the **premium** that is charged, and this will be shown on **your policy schedule**. The agency fee will only be refunded when the **policy** is cancelled within the cooling-off period (see **page 5**) or where the cancellation is effective from the start date of the **period of insurance**.

# Your duty of disclosure

Before **you** enter into this contract of insurance, **you** have a duty of disclosure under the *Insurance Contracts Act 1984* (Cth).

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

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

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

#### If you do not tell us something

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

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

#### Renewal, extension, reinstatement or variation

A different duty of disclosure may apply in these circumstances. **We** will inform **you** of the duty of disclosure which applies when **you** renew, extend, reinstate or vary **your policy**.

#### **Renewal**

At least 14 days before the **policy** expires, **we** will send **you** a renewal notice, outlining **our** renewal terms, if any. **You** are not obliged to renew the **policy** with **us**. **We** recommend that **you** review the new **sum insured** amounts and coverages to make sure they continue to meet **your** needs.

If you pay your premium by direct debit, we will automatically renew the policy and continue to debit your nominated bank account or credit card unless you tell us to stop. If you pay your premium annually, you must pay the full amount by the due date shown on your renewal invitation in order for cover to continue.

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

Your cooling-off period continues to apply on each renewal.

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

#### **Privacy**

BZI is bound by the Privacy Act 1988 (Cth).



#### How we collect your details

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

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

#### Why we collect, use and disclose your details

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

Laws authorising or requiring **us** to collect information include the *Insurance Contracts Act 1984, Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.* 

#### Who we may disclose your details to (including overseas disclosure)

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

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



#### WHAT YOU ARE COVERED FOR

This section details what **you** are covered for under this **policy**, which is dependent on the level of cover chosen as shown on **your policy schedule**. The cover that is provided under this **policy** should also be considered in conjunction with the 'General terms and conditions' section (**page 28**) and the 'General exclusions' section (beginning on **page 26**).

# Comprehensive cover

If your policy schedule shows that you have selected Comprehensive cover then, subject to the terms, conditions, limits and exclusions of the policy, you are covered during the period of insurance for the following:

- Section One: loss or damage to or theft of your vehicle, and
- Section Two: third party legal liability

# Third Party Fire and Theft cover

If your policy schedule shows that you have selected Third Party Fire and Theft cover then, subject to the terms, conditions, limits and exclusions of the policy, you are covered during the period of insurance for the following:

- Section One: loss or damage to or theft of your vehicle, but cover is limited to loss or damage caused by fire, explosion, lightning or theft; and
- Section Two: third party legal liability

#### Third Party Only cover

If your policy schedule shows that you have selected Third Party Only cover then, subject to the terms, conditions, limits and exclusions of the policy, you are covered during the period of insurance for the following:

· Section Two: third party legal liability only

For a summary of benefits available to **you** under this **policy**, please see the 'Benefits summary' section beginning on **page 12**.

Depending on the level of cover **you** choose, **we** also provide a range of 'additional benefits' (see the section beginning on **page 14**) and **you** may also be able to add some 'optional covers' (see the section beginning on **page 24** for more details on these covers and when they can be chosen).

#### Significant issues to consider

Insurance contracts contain **policy** exclusions, **policy** terms and conditions and **policy** limits and sub-limits that **you** should be aware of when deciding to purchase **our** product.

**You** should read the PDS and the **policy** carefully to make yourself aware of all the terms and conditions that apply to the various covers detailed within this **policy**. If **you** do not meet them, **we** may be able to decline or reduce the claim payment or cancel **your policy**.

# Make sure you have the cover you need

Please ask **your** insurance intermediary if **you** are unsure about any aspect of this **policy** and discuss the appropriate cover for **your** needs.

You should also advise your intermediary to notify us as soon as possible when your circumstances change which are relevant to your policy.

If you do not tell your intermediary of these changes, in the **event** of you suffering a **loss or damage**, your sum insured may not be adequate to cover your loss, or you may not have any cover under your policy.

# About the value of your vehicle

Under this **policy we** may insure **your vehicle** for an **agreed value** or for its **market value**. **Your policy schedule** will show whether **your vehicle** is insured for an **agreed value** or **market value**. Unless otherwise stated the value of **your vehicle** in this **policy** will exclude GST. (Please see the 'Goods and Services Tax' section on **page 5** for more details on how **we** will treat GST in the **event** of a claim).

#### Agreed value

When your vehicle is insured for agreed value, the agreed value will be shown on your policy schedule and is the amount we agree to insure your vehicle for. The agreed value should include the value of any non-standard accessories and/or modifications added to your vehicle, unless they are automatically covered under the additional benefit 'Unspecified non-standard accessories or permanently attached plant'. See the 'Non-standard modifications and accessories' section below for more details.



#### Market value

When your vehicle is insured for market value, if there is a claim on your vehicle, we will assess its market value at that point in time by considering:

- the condition of your vehicle and its age prior to the claim;
- any non-standard accessories or modifications added to your vehicle that have been specified on your policy schedule (see below for more details);
- · local market prices for vehicles similar to your vehicle; and
- motor vehicle valuation guides that are commonly used by the motor industry.

#### Non-standard modifications and accessories

All accessories and **modifications** on **your vehicle** that are fitted as standard features or equipment by the manufacturer are automatically included in the **market value** or **agreed value**.

If your vehicle has non-standard accessories or modifications added to it (including those fitted by the manufacturer or dealer) then they may be automatically covered under the additional benefit 'Unspecified non-standard accessories or permanently attached plant', however this cover is limited to:

- the lesser of \$5,000 or 25% of the vehicle's value (agreed value or market value); and
- accessories that do not enhance the performance of the vehicle, for example excluding any that:
  - increase the vehicle's power output or maximum speed;
  - improve the performance of the vehicle's steering and/or brakes;
  - lower the vehicle's suspension; and/or
  - are equipment designed for the purposes of racing.

Therefore, for cover in addition to the automatic cover under that additional benefit, any **non-standard accessories** or **modifications** must be notified to **us** and **we** must agree to insure them under this **policy**, in which case:

- they will be shown on your policy schedule, including the value that they have been insured for which is the most we will pay for that item in any one claim; and
- we may charge an additional premium or impose a policy condition.
- All performance-enhancing modifications must be notified to us so we can agree to insure the vehicle including those modifications under this policy.



#### SECTION ONE: LOSS OR DAMAGE TO OR THEFT OF YOUR VEHICLE

COMPREHENSIVE 🗸



THIRD PARTY FIRE AND THEFT



THIRD PARTY COVER 🗶



# What you are covered for

#### **Comprehensive cover**

If your policy schedule shows that you have selected Comprehensive cover you are covered for loss or damage to your vehicle that occurs during the period of insurance, including:

- fire, explosion or lightning;
- theft and attempted theft;
- collision;
- impact;
- malicious damage and vandalism; and
- storm, flood and hail.

#### Third Party Fire and Theft cover

If your policy schedule shows that you have selected Third Party, Fire and Theft cover you are covered for loss or damage that occurs during the period of insurance but only where it is a direct result of one of the following:

- · fire, explosion or lightning; or
- theft and attempted theft.

#### Third Party Only cover

Please note that no cover is provided under Section One: Loss or damage to or theft of your vehicle if your policy schedule shows that you have selected Third Party Only cover.

#### The most we will cover

If this policy covers more than one vehicle, the maximum amount we will pay for the total of all claims arising from one event under Section One is \$15,000,000 unless stated otherwise in your policy schedule. This includes any amounts paid for under the additional benefits section (beginning on page 14).

# If your vehicle is not a total loss

At our option we will:

- · repair your vehicle, or any part of it;
- replace any part of your vehicle; or
- pay you the reasonable costs of repairing or replacing your vehicle, or any part of it.

The most we will pay if your vehicle is not a total loss is the lesser of:

- the most competitive quote as adjusted by our assessor and agreed by the repairer; and
- the value of your vehicle, being:
- the market value of your vehicle if your policy schedule shows that your vehicle is insured for market value; or
- the agreed value of your vehicle if your policy schedule shows that your vehicle is insured for agreed value.

#### If your vehicle is a total loss

If there is a finance company with an interest in the vehicle, we will pay the total finance amount to the finance company and then pay you the balance (less any excess that applies).

The most we will pay if your vehicle is a total loss is:

- the market value of your vehicle if your policy schedule shows that your vehicle is insured for market value; or
- the agreed value of your vehicle if your policy schedule shows that your vehicle is insured for agreed value.

The settlement amount for the claim will be reduced by the following (where applicable):

- Any excess that applies to the claim;
- Any unpaid **premium** for the **period of insurance** that the claim
- The unused portion of registration fees and compulsory third party insurance

The wreckage of your vehicle (including any non-standard accessories) will become our property. We will keep proceeds from the sale of the wreckage.

The insurance on your vehicle will be terminated and we will not return the premium associated with the unexpired portion of the period of insurance.

#### What You are not covered for

You are not covered for any of the following under Section One of this policy:

#### **Consequential loss**

Any consequential loss or any financial expenses incurred as a result of you not being able to use your vehicle.

#### Damage to tyres

Damage to tyres caused by the application of brakes or by road punctures, cuts or bursts, except as covered under the optional cover 'Roadside assistance' for Comprehensive cover if this has been added and is shown on your policy schedule.

#### **Depreciation**

Depreciation or wear and tear to your vehicle (or substitute vehicle).

#### Mechanical breakdown or failure

Mechanical or electrical breakdowns, failures or breakages to your vehicle (or substitute vehicle), except as covered under the optional cover 'Roadside assistance' for Comprehensive cover if this has been added and is shown on your policy schedule.

#### Pre-existing damage

Pre- existing damage, or the costs of fixing faulty repairs which were done before the commencement of the period of insurance.



#### **SECTION TWO: LEGAL LIABILITY**

COMPREHENSIVE

THIRD PARTY FIRE AND THEFT



THIRD PARTY COVER 🗸



#### What You are covered for

You and any Additional Insureds are covered where you are legally liable to pay compensation for:

- damage to other people's property; or
- death or bodily injury,

as a result of an accident that occurs in Australia during the period of insurance caused by the use of your vehicle, if it is:

- · registered for use on a public road; or
- a towed **vehicle** for which registration is not required by law.

We will also cover liability arising from property damage if your vehicle is mobile machinery that is exempt from registration, being used on a public road or on public property and carrying a legal permit for such use.

#### The most we will cover

The most we will pay for the total of all claims arising from one event under Section Two of this policy will be shown on your policy schedule as the limit of indemnity, being:

- \$30,000,000; or,
- \$1,000,000 if your vehicle is being used for the transport of Dangerous Goods and complies with the Dangerous Goods Code;
- the amount specified in your policy schedule.

#### What You are not covered for

You are not covered for any of the following under Section Two of this policy:

# Death or bodily injury

Any liability arising from death or bodily injury:

- · to you, any member of your family or any person who usually lives with you; or
- in respect of which you or the person responsible are entitled to be compensated by any statutory or compulsory insurance policy, compensation scheme or fund at the time such liability is incurred;
- in respect of which insurance is required by virtue of any statutory workers' compensation scheme; or
- in respect of which you or the person responsible are wholly or partly covered in any way under any compulsory statutory insurance scheme or accident compensation scheme; or
- if your vehicle is registered in the Northern Territory of Australia

#### Fines or punitive damages

Any penalties, fines or punitive, exemplary, multiple or aggravated damages which a court awards against you or another person covered under this policy

#### Mobile crane

Any liability caused by operating your vehicle as a mobile crane to lift goods. This exclusion does not apply to loading or unloading goods onto or from your vehicle, by use of a crane mounted on the vehicle

#### Property in care or control

Damage to any property owned by or in the care or control of a person covered under this policy. The following property is not subject to this exclusion.

- employees' or visitors' vehicles and their contents while in a carpark owned or operated by you; or
- any building that is both rented and occupied by you

#### **Territorial limits**

Any claim bought in any country outside Australia, or in a court within Australia exercising the jurisdiction of a country other than Australia

#### **Tool of Trade**

Any liability caused by any vehicle or Mobile Plant that is being used as a Tool of Trade other than allowed by Tool of Trade definition

#### Trailer, caravan or vehicle under tow

Any damage to any trailer, caravan or disabled vehicle being towed by your vehicle other than the limited cover given under Additional benefit 'Caravan and trailer cover' (see page 15).



# **BENEFITS SUMMARY**

Below is a summary of the coverage and benefits available under this **policy**. Please refer to the whole of this PDS, **your policy schedule**, and any other documents that make up **your policy** for full details and applicable terms and conditions, limits and exclusions.

COVER	PAGE	COMPREHENSIVE COVER	THIRD PARTY FIRE AND THEFT COVER	THIRD PARTY ONLY COVER
Loss or damage or theft of your vehicle	10	✓	×	×
Loss or damage or theft of your vehicle Limited to fire, explosion, lightning or theft	10	Ø	M	×
Third Party legal liability	11	$\overline{\square}$	$\square$	$\overline{\square}$
ADDITIONAL BENEFITS	PAGE	COMPREHENSIVE COVER	THIRD PARTY FIRE AND THEFT COVER	THIRD PARTY ONLY COVER
Accidental death benefit	14	$\overline{\checkmark}$	×	×
Accidental misfuelling	14	$\overline{\checkmark}$	×	×
Artwork and signwriting	14	$\overline{\checkmark}$	×	×
Automatic additions and deletions	15	$\overline{\checkmark}$	×	×
Caravan and trailer cover	15	Ø	Limited to fire, explosion,	×
Chains, gates, ropes and tarpaulins	15		×	×
Child seat or baby capsule	15	Ø	Limited to fire, explosion, lightning or theft	×
Completion of journey	15	V	x	×
Contractual liability	16	V	<b>V</b>	V
Damage caused by uninsured vehicles	16	×	$\blacksquare$	$\overline{\square}$
Disabled driver modifications	16		×	×
Emergency accommodation and transportation costs	16		×	×
Emergency repairs	17		×	×
Emergency service costs	17		×	×
Family travel expenses	17	$\overline{\checkmark}$	×	×
Finance gap cover	17		×	×
Funeral expenses	18		×	×
Goods in transit	18		×	×
Hire <b>vehicle</b> following fire, theft or not-at-fault <b>accident</b>	18	Ø	☑  Limited to fire, explosion, lightning or theft	×
Hire <b>vehicle</b> insurance cover	18	<b>V</b>	×	×
Legal costs	19	<b>V</b>		✓
Loading and unloading	19	<b>V</b>	<b>V</b>	✓
Movement of other vehicles	19			✓
New for old replacement following total loss	19		×	×
Non owned <b>vehicle liability</b>	20			✓
Other party's interests	20	<b>V</b>	×	×
Personal effects and tools	20	<b>V</b>	×	×
Preferred repairer excess rebate	20	<b>V</b>	×	×
Re-keying and re-coding	21	<u> </u>	×	×
Removal of debris	21	<u> </u>	<b>X</b>	×
Retrieval cost – no <b>damage</b>	21	<b>V</b>	×	×
Returning <b>your vehicle</b> after repair	21	V		<b>☑</b>



22	$\square$	×	×
22	$\overline{\square}$	$\overline{\mathbf{Z}}$	$\overline{\mathbf{Z}}$
22	☑	☑  Limited to fire, explosion, lightning or theft	X
22	$\square$	<b></b>	
23	$\overline{\mathbf{V}}$	×	×
23	V	×	×
23	$\square$	×	×
PAGE	COMPREHENSIVE COVER	THIRD PARTY FIRE AND THEFT COVER	THIRD PARTY ONLY COVER
24	$\square$	×	×
24	$\square$	×	×
25	$\square$	×	×
	22 22 23 23 23 PAGE 24 24	22	22



# **ADDITIONAL BENEFITS**

The following additional benefits may also be provided under this **policy**, subject to the level of cover **you** have chosen which will be shown on **your policy schedule**. Please refer to the table at the top of each additional benefit to determine whether it is provided under the level of cover **you** have chosen.

Unless stated otherwise in the sections below, these additional benefits will be paid in addition to any amount payable under the 'what **you** are covered for' section beginning on **page 8**.

#### Accidental death benefit



If the driver of **your vehicle** sustains a fatal injury as a result of an **accident** involving **your vehicle**, **we** will pay a death benefit of \$5,000 to the estate of the deceased driver.

The most we will pay in any one period of insurance is \$5,000.

# Accidental misfuelling



**We** provide automatic cover for the accidental and involuntary filling of the fuel tank with inappropriate fuel for the insured **vehicle** for the reasonable costs of:

- draining and flushing the fuel tank on site using a specialist roadside vehicle; or
- recovery of the vehicle, the drivers and any non-fare paying passengers to the nearest repairer to drain and flush the fuel tank; and
- · replenishing the fuel tank with the correct fuel

We will not pay under this additional benefit for:

- any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
- mechanical or component damage to your vehicle whether or not caused as a result of misfuelling or the cost of hiring a substitute vehicle in
  the event mechanical or component damage is sustained; or
- any defect arising directly or indirectly as a result of misfuelling, or a defect which existed before the incident of misfuelling

The most we will pay under this additional benefit is:

- · \$5,000 for any one claim; and
- \$10,000 in total in any one period of insurance.

# Artwork and signwriting



We will pay the reasonable costs of reinstating any artwork, signwriting or fixed advertising material on your vehicle following loss or damage to your vehicle.

#### Automatic additions and deletions



We provide automatic cover for any additional vehicle purchased by you during the period of insurance, provided that:

- such vehicles are of a similar kind or nature to vehicles already covered under this **policy**;
- · you notify us of any additions and/or deletions within 30 days of their purchase or disposal; and
- you pay us any additional premium requested and any applicable excess

The maximum we will pay in respect of **loss or damage** to any additional **vehicle**, is the **market value**, the amount **you** paid for it or \$150,000, whichever is less.

#### Caravan and trailer cover



We will pay for damage to any caravan or trailer that was attached to your vehicle at the time it was stolen or damaged.

We will not pay:

- · if the caravan or trailer was not attached to your vehicle at the time the damage occurred;
- · for any contents, fixtures or equipment that is attached to, or being carried in or on the caravan or trailer
- if there is any other insurance in place covering the same event

The most we will pay for any one claim is \$2,000 or the market value, whichever is the lesser.

# Chains, gates, ropes and tarpaulins



We will pay the reasonable costs for the repair or replacement of any damage to chains, gates, ropes or tarpaulins which are attached to or within the vehicle at the time of the loss or damage or theft of your vehicle, up to maximum of \$5,000 any one event.

# Child seat or baby capsule



If you have a child's seat or baby capsule and:

- it is stolen from your vehicle; or
- · it is damaged in an accident or fire whilst in your vehicle,

then we will pay for the loss or damage up to a maximum amount of \$500 for any one claim.

# Completion of journey



We will pay up to \$5,000 for the reasonable costs incurred of:

- hiring another vehicle of similar make and model to complete the journey; or
- returning your vehicle's driver and any non-fare paying passengers to the point of departure; or
- at your option, transporting them to the driver's destination; or
- overnight accommodation costs if the journey cannot be completed within the day

following loss or damage, if your vehicle cannot be safely driven.



#### **Contractual liability**



We will cover you for **liability** for **third party** property **damage** arising under any undertaking, or indemnity, given or contracted for by **you** provided that such **liability** would have attached under the **policy** in the absence of such an undertaking, or indemnity, or contract.

# Damage caused by uninsured vehicles



If your policy schedule shows that you have selected **Third Party** Fire and Theft cover or **Third Party** Only cover, we will pay for **loss or damage** to your vehicle caused by, or arising from, a collision with another vehicle (other than vehicles owned by you or under your control) provided that,

- · the other driver is identified; and
  - has no insurance cover in respect of damage caused by such vehicle; and
  - is substantially responsible for the loss or damage; and
- you agree that we can recover any amount paid by us to you from the other driver on your behalf; and
- you agree not to take separate action without our written consent.

The maximum amount we will pay under this additional benefit in respect of any one event is \$10,000, including any costs associated with towing and storage of your vehicle if it is unable to be driven following the accident.

#### Disabled driver modifications



We will pay up to \$10,000 less any amount payable by any accident compensation authority or medical fund, for the reasonable costs incurred to modify your vehicle or your driver's own private vehicle, if your driver is permanently disabled as a result of an accident involving your vehicle.

#### **Emergency accommodation and transportation costs**



If your vehicle cannot be safely driven after it:

- · is involved in an accident;
- · suffers malicious damage; or
- is stolen and subsequently recovered in a damaged condition,

then we will pay the reasonable costs for;

- Getting your driver and any non fare-paying passengers to the point of departure, or, at your option transporting them to the driver's destination;
   or
- · Hiring another vehicle of a similar make and model to complete the journey; or
- Emergency accommodation for your driver and any non fare-paying passengers for one night if the journey cannot be completed within the day.

The most we will pay for any one claim is \$7,500



If **you** have incurred the costs and **we** are reimbursing **you** for them then **we** will need proof of the actual amounts incurred (for example, a receipt for the taxi fare).

**You** may also be entitled to the reasonable costs associated with getting **your** vehicle returned to **you** – please refer to the additional benefits 'Returning **your** vehicle after repair' and 'Returning **your** stolen vehicle'.

# **Emergency repairs**



#### If your vehicle:

- is involved in an accident;
- suffers malicious damage; or
- · is stolen and subsequently recovered in a damaged condition,

then **we** will pay the reasonable costs for necessary emergency repairs to allow **you** to safely drive **your vehicle** or to be moved to a position of safety afterwards.

The most we will pay for any one claim is \$3,000 unless you have our approval before the emergency repairs are completed.

#### **Emergency service costs**



Following an incident involving your vehicle we will pay up to \$20,000 for your liability for charges imposed on you by the following authorities;

- Fire Brigade
- · Police, or
- Federal, State or Local Government Emergency Services

#### Family travel expenses



If you or your driver is injured and hospitalised whilst driving your vehicle and the event is covered by this policy, we will pay reasonable costs for travel, accommodation, meals and related expenses for you or your driver's family to visit the injured driver in hospital.

The maximum we will pay under this additional benefit is \$3,000 any one period of insurance.

# Finance gap cover



If we settle a claim for the total loss of your vehicle under this policy, we will pay the sum of the difference between:

- · your vehicle's insured value; and
- the amount owed by you under a valid hire purchase, leasing or other agreement for your vehicle,

when the insured value is less than the amount owed under that agreement.

The most we will pay is 25% of the market value or the sum insured or the agreed value specified for your vehicle in your policy schedule, whichever is the lesser.

The amount payable under this additional benefit will be reduced by any:

- payments and interest in arrears at the time of loss or damage; or
- discounts in respect of finance discharge, including interest for the unexpired term of the agreement.



#### **Funeral expenses**



We will pay up to \$25,000 for funeral, burial or cremation expenses in the event of the death of your driver:

- · arising out of an accident indemnified by this policy involving your vehicle: and
- · occurring within twelve (12) calendar months from the date of the accident.

This additional benefit includes the expenses associated with the funeral, burial or cremation. It also extends to include transportation of the body of the deceased person and necessary travel by any member of the deceased person's **family**.

#### Goods in transit



We will pay for damage to your goods or the goods of a third party whilst being carried or in your vehicle which has carrying capacity not exceeding five (5) tonnes as a result of loss or damage to your vehicle.

The maximum payable under this additional benefit is \$5,000 subject to an additional \$250 excess per event.

This benefit will only apply to **damage** to **your** goods or the goods of a **third party** if they are not covered by any other contract of insurance for **damage**. Further **we** will not pay for any **damage** which is in excess of any benefit available under any other contract of insurance.

# Hire vehicle following fire, theft or not-at-fault accident



If your vehicle is a sedan or station wagon or other goods carrying vehicle with a carrying capacity up to 5 tonnes and:

- · it is stolen; or
- it is unable to be driven or is in need of repair due to a not-at-fault accident or fire, and
- we have accepted your claim under this policy for that loss or damage or theft

We will pay the reasonable hire vehicle costs incurred by you to hire a vehicle of similar make and model or carrying capacity until;

- your vehicle has been recovered and/or repairs have been completed; or
- your claim has been settled as a total loss.

You can choose one of the following options:

- we arrange the hire vehicle for you using one of our providers (if we have a provider with a suitable vehicle available within a reasonable distance of your location); or
- you arrange the hire vehicle yourself using a provider of your choice; or
- we will pay the actual costs you incur in making alternative travel arrangements (over and above what you would have ordinarily incurred)

The most we will pay under this additional benefit is:

- \$5,000 for any one claim; and
- \$10,000 in total in any one period of insurance.

#### Hire vehicle insurance cover



If you are provided a hire vehicle under the 'Hire vehicle following fire, theft or not-at-fault accident' additional benefit or 'Hire vehicle extension' optional cover and you purchase Comprehensive cover for the hire vehicle with the hiring company, then in the event you have a claim for the hire vehicle during the period of insurance we may also provide insurance cover for the hire car for the period that it is hired under the claim.



The insurance cover provided under this additional benefit will depend on how the hire car is arranged, as defined in the table below;

SCENARIO	INSURANCE COVER FOR HIRE CAR
We arrange the hire car for you using one of our hire car providers	You should arrange for insurance for the hire car directly through the hire car provider. We will pay the cost of this insurance issued by the provider (or their insurer).
or	In the <b>event you</b> have a claim for the hire car during the period it is provided under a claim under this <b>policy</b> :
We agree to your own choice of hire car	you should lodge the claim with the hire car provider; and
provider	• pay them any applicable <b>excess</b> .
	We will then pay:
	the difference in the excess charged by the provider (or their insurer) and the excess you would have paid under this policy had the definition of vehicle been extended to include the hire car; and
	any other amount <b>you</b> are liable for as a result of a claim where:
	<ul> <li>the provider's insurance arrangement does not cover your claim in whole or part (other than any excess payable); and</li> </ul>
	<ul> <li>liability would have been covered under this policy if the definition of vehicle in this policy had been extended to include the hire car, and no limitation or exclusion under this policy applies.</li> </ul>
	This <b>policy</b> does not in any way extend to insure the hire car under this scenario.
You choose your own hire car provider but we do not agree to that provider	No insurance cover is provided under this additional benefit. <b>You</b> are responsible for arranging and paying for insurance that covers the hire car directly with the provider.

#### **Legal costs**



We will pay for all reasonable legal fees and expenses incurred in defending any court proceedings arising from accidental loss, damage or liability covered by this policy. We must agree to them in writing before they are incurred.

We will not pay any legal fees or expenses relating to any criminal or traffic proceedings.

#### Loading and unloading



We will cover you if the accidental damage to someone else's property is caused by the loading and unloading of your vehicle. Cover does not extend to damage to the actual goods being loaded or unloaded.

#### Movement of other vehicles



We will pay for your liability for damage to third party property arising out of your lawfully moving any vehicle parked in a position so as to prevent or impede the loading, unloading or legitimate passage of your vehicle.

#### New-for-old replacement following total loss



If your vehicle is declared a total loss and less than 24 months has elapsed since the vehicle was originally registered, then we will replace your vehicle with a new vehicle of the same make, model and series (or similar if it is no longer available), including similar accessories, tools and spare parts (subject to local availability).

We will also pay any on-road costs associated with the replacement vehicle, including:

12 months registration costs;



- 12 months compulsory third party insurance;
- statutory charges; and
- dealer delivery charges.

Upon delivery of the replacement vehicle, you will need to pay:

- any excess that applies to your claim; and
- · any outstanding premiums; and
- the unused portion of registration fees and compulsory third-party insurance of the total loss vehicle.

#### Non owned vehicle liability



We will pay for your liability arising from the use of any vehicle that is:

- · not owned or supplied by you; and
- · being driven by you or by a person authorised by you in connection with your business; and
- not covered under any other policy of insurance providing similar insurance as that provided under this additional benefit.

We will not pay for your liability for loss, destruction or damage to such vehicle.

#### Other party's interests



This policy includes the interests of financiers, lessors, or other owners as specifically advised by you and noted on your policy schedule.

#### Personal effects and tools



If personal effects and tools belonging to you and/or your employees used in connection with your business are:

- damaged in an accident involving your vehicle;
- damaged in a fire involving your vehicle;
- · stolen from your locked vehicle; or
- stolen when your vehicle is stolen,

then we will pay you up to \$2,000 for the damage to those items provided that they are not insured under another insurance policy.

#### Preferred repairer excess rebate



If your vehicle requires repairs following an accident or loss that is covered under this policy and we have accepted that claim, if you choose to have the repairs performed by one of our preferred repairer network the excess you need to pay will be reduced by the 'Preferred repairer excess rebate'.

The amount of the 'Preferred repairer excess rebate' will be shown on your policy schedule.

Please refer to the 'Excesses' section on page 30 for more information on the excesses that may be payable under this policy.

When arranging the repairs for the **vehicle we** will advise **you** of any preferred repairers that would be suitable to perform the repairs so **you** can choose whether to receive this rebate by using one of them or choosing a repairer of **your** own choice (and forgoing this **excess** rebate).

You are not entitled to the excess rebate under this additional benefit if:

- there are no preferred repairers in our network that are within a reasonable distance of where your vehicle is normally parked; or
- your vehicle requires a specialist repairer to repair the damage and there are no such specialist repairers on our preferred repairer network; or



- after repairs have been started at one of our preferred repairers you decide that you would like another repairer (that is not part of our preferred repairer network) to complete the repairs;
- we settle the claim for your vehicle as a total loss; or
- the claim is only for damage to windscreen, window glass, mirror glass, or sunscreen glass and is not covered under the optional cover 'Windscreen excess rebate'.

Note: for **Third Party Property Damage** cover this additional benefit is only available for claims where repairs are performed under the '**Damage** caused by **uninsured vehicles**' additional benefit.

#### Re-keying and re-coding



If the keys to your vehicle are:

- · lost or stolen; or
- damaged or destroyed; or
- there are reasonable grounds to believe your keys may have been illegally duplicated

then we will pay for the replacement of the keys and, if necessary, to re-code the locks on your vehicle.

The most **we** will pay under this additional benefit is \$5,000 per **vehicle** to a maximum of \$20,000 per **event** once the basic **excess** on the **policy** has been applied.

We will not pay under this additional benefit if:

- the keys have been stolen and you have not reported it to the police;
- the keys have been stolen by an employee, a family member, invitee or someone who lives with you; or
- · you are entitled to claim under another insurance policy.

#### Removal of debris



We will pay up to \$50,000 for the cost necessarily incurred in the clean-up and removal of debris from your vehicle including debris from:

- · goods falling from your vehicle; or
- the spillage, escape, or explosion of goods being carried by your vehicle.

#### Retrieval cost - no damage



**We** will pay for the costs of recovery or removal of **your vehicle** following it becoming unintentionally immobilised on a work site or in a physical situation whilst being used as part of the Insured's normal business operations.

The maximum we will pay under this additional benefit is \$5,000 per vehicle to a maximum of \$20,000 for any one period of insurance.

We will not pay where immobilisation occurs as a result of electronic, electric or mechanical failure or malfunction or normal wear and tear.

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

#### Returning your vehicle after repair



If your vehicle requires repairs following an accident or loss that is covered under this policy and we have accepted that claim, we will choose to either:

• pay you the reasonable costs of travel to:



- get from the repairers to **your** home, work or a hire car provider (if the hire car is provided under this **policy**) after dropping the **vehicle** off to be repaired; and
- get from **your** home, work or a hire car provider (if the hire car is provided under this **policy**) to the repairers to collect **your vehicle** after the repairs have been completed; or
- arrange to have your vehicle delivered to you after the repairs have been completed.

Note: for **Third Party** Fire and Theft Cover and **Third Party** Cover this additional benefit is only available for claims where repairs are performed under the **'Damage** caused by **uninsured vehicles'** additional benefit.

# Stamp duty for transfer of ownership



If a claim on **your vehicle** is settled as a **total loss**, **we** will pay the stamp duty and transfer fees that are due on the transfer of ownership of a replacement **vehicle** into **your** name. The amount **we** will pay will be based on the value of **your vehicle** immediately before the **loss or damage**.

#### Substitute vehicle - legal liability cover



If you are using a substitute vehicle, then you are covered for legal liability for damage to other people's property and death or bodily injury. The legal liability cover for accidents caused by or arising out of the use of the substitute vehicle has the same terms and conditions, limits and exclusions as the cover provided for your vehicle under Section Two: Legal liability on page 11.

If we agree to pay a claim for legal **liability** under this additional benefit the most we will pay for a single event or series of related events is \$30,000,000.

You are not covered for legal liability under this additional benefit when:

- we have already accepted a total loss claim for your vehicle; and/or
- in respect of which you or the person responsible are wholly or partly covered in any way under any compulsory statutory insurance scheme or accident compensation scheme; or
- the substitute vehicle is unregistered.

We will not pay for:

• any loss or damage to the substitute vehicle.

Cover under this additional benefit is limited to:

- · one substitute vehicle at any point in time; and
- the substitute vehicle being driven by you, an employee, or a named driver listed on your policy schedule.

# Towing and storage



If your vehicle is involved in an accident or is stolen, we will pay:

- the reasonable costs for your vehicle to be towed to a repairer, place of safety or any other place which we agree to;
- the reasonable costs of returning the vehicle to you following its repair or recovery.

# Towing disabled vehicles



We will pay for your liability for damage to third party property occasioned whilst your vehicle is towing any disabled vehicle provided the disabled vehicle is not being towed for reward or financial gain.



# Trauma counselling



We will pay the reasonable costs for counselling for you, your drivers or the family of you or your drivers following:

- · your death if it arose from the accident which caused the loss or damage to your vehicle; or
- the death of your driver if it arose from the accident which caused the loss or damage to your vehicle; or
- the death of any other person if it arose from the accident which caused the loss or damage to your vehicle and either you or your driver was
  present at the accident scene when it occurred.

The maximum we will pay for trauma counselling is \$5,000 per event. The trauma counselling must be directly arranged by us.

This additional benefit is only provided to the extent that any payment does not comprise medical expenses which **we** are prohibited from providing cover for under either or both of the Health Insurance Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth).

# Unspecified non-standard accessories or permanently attached plant



If your vehicle suffers loss or damage we will pay the reasonable costs to repair or replace any non-standard accessories or permanently attached plant that are not listed on your policy schedule, up to a limit of 25% of the vehicle's value (agreed value or market value) or \$5,000, whichever is the lesser.

# Vehicle being transported by ship



If your vehicle is being transported by ship within Australian waters, we will pay your contribution for:

- any general average charges (general average means that if a ship's captain finds it necessary to sacrifice some of the cargo to save the ship,
   the owners of the remaining cargo must contribute towards the loss suffered by the other owners); and/or
- any salvage charges (the costs associated with recovering a marooned or disabled ship),

if such maritime conditions apply.

It is not necessary for your vehicle to be damaged for you to be liable for these costs.

#### **OPTIONAL COVERS**

You can ask us to add one or more of the following optional covers to your policy, depending on the level of cover that you have chosen and that is shown on your policy schedule. Please refer to the table at the top of each optional cover to determine whether it can be added under the level of cover you have chosen.

If you do ask us to add one or more of these optional covers and we agree then we will require an additional premium and the details of the optional cover added will be shown on your policy schedule. If these optional covers are not shown on your policy schedule then they have not been added to your policy and the coverage described in this section does not apply.

This section shows what is covered under each of these optional covers if they have been added to **your policy**, and what limitations or exclusions there are. In addition, the information in the 'General exclusions' section beginning on **page 26** should also be referred to when determining whether any additional cover will be paid under a claim. **You** can ask **us** to add one or more of the following optional covers to **your policy**, depending on the level of cover that **you** have chosen and that is shown on **your policy schedule**. Please refer to the table at the top of each optional cover to determine whether it can be added under the level of cover **you** have chosen.

# Hire vehicle following at-fault accident



If your vehicle is a sedan or station wagon or other vehicle with a carrying capacity up to 5 tonnes and:

- · it is unable to be driven or is in need of repair, and
- we have accepted your claim under this policy for that loss or damage

We will pay the reasonable hire vehicle costs incurred by you to hire a vehicle of similar make and model or carrying capacity until;

- · your vehicle has been recovered and/or repairs have been completed; or
- your claim has been settled as a total loss.

You can choose one of the following options:

- we arrange the hire vehicle for you using one of our providers (if we have a provider with a suitable vehicle available within a reasonable distance of your location); or
- you arrange the hire vehicle yourself using a provider of your choice; or
- we will pay the actual costs you incur in making alternative travel arrangements (over and above what you would have ordinarily incurred)

The most we will pay under this additional benefit is:

- \$5,000 for any one claim; and
- \$10,000 in total in any one period of insurance.

We may also provide insurance cover for the hire **vehicle** provided under this optional cover – please see the additional benefit 'Hire **vehicle** insurance cover' for more details.

#### Roadside assistance



If you have selected Comprehensive cover then you may be able to add BZI Roadside Assistance for an additional premium, in which case it will be shown on your policy schedule as being included.

BZI Roadside Assistance is provided by one of Australia's leading emergency assistance providers and offers 24-hour, 7-day assistance Australia-wide, including the following benefits (subject to conditions and limits):

- · minor repairs following a breakdown;
- assistance with changing flat tyres;
- towing your vehicle to the nearest mechanical workshop or repairer;
- getting your vehicle started after minor issues with your battery;

BZI Roadside Assistance may not be available for all vehicles, for example based on the type of **vehicle** or its age. If **your vehicle** is not eligible for BZI Roadside Assistance then this optional cover will not be offered.



The provision of BZI Roadside Assistance is subject to the BZI Roadside Assistance Terms and Conditions, which specify the benefits provided, including any conditions, limitations or exclusions. If **you** purchase this optional cover then the BZI Roadside Terms and Conditions should be provided to **you** by **your** intermediary alongside the rest of the documentation supporting this **policy**. They can also be provided by **your** intermediary prior to purchase if **you** are interested in understanding more about this optional cover.

#### Windscreen excess waiver



If there is an incident where the only loss or damage to your vehicle is for the following items:

- · windscreen;
- · window glass;
- · mirror glass; or
- · sunscreen glass,

then you can claim for any loss or damage to your vehicle during the period of insurance without the application of any excess.

Note: the Preferred repairer excess rebate additional benefit is not available for this optional cover



#### GENERAL EXCLUSIONS

You are not covered under any section of this **policy** for a claim, where at the time of the **damage**, **loss**, cost or legal **liability** that resulted in the claim, any of the following apply:

#### The driver of the vehicle

Your vehicle (or substitute vehicle) was being driven by:

any person, including you, who was not licensed to drive your vehicle (or substitute vehicle).

This exclusion does not apply if you can prove that:

- you did not consent to that person driving your vehicle (or substitute vehicle); or
- you had no reason to suspect that they were not licensed or were not complying with any conditions imposed on their licence.
- any person listed on your policy schedule as an "excluded driver";
- any person, including you, who:
  - was under the influence of alcohol or of any drug, or has a breath or blood alcohol level in excess of the legal limit prescribed by the law
    applying in the state or territory where the accident or event occurred; or
  - refuses to submit to any test to determine the level of alcohol and/or drugs in the blood when reasonably requested by the police.

This exclusion does not apply if you can prove that:

- you did not consent to that person driving your vehicle (or substitute vehicle); or
- you had no reason to suspect that they were affected by alcohol or drugs.

#### The vehicle

Your vehicle (or substitute vehicle) is:

- being used to:
  - carry a number of passengers; and/or
  - · carry or tow a load,

which is greater than the laws allow or the manufacturer has specified.

This exclusion does not apply if **you** can prove that the fact that the **vehicle** was overloaded did not cause or contribute to the **loss**, **damage** or **liability**.

· being used while in an unsafe or unroadworthy condition.

This exclusion does not apply if you can prove that:

- · you could not reasonably have detected the unsafe or unroadworthy condition; or
- the fact that the vehicle was in an unsafe or unroadworthy condition did not cause or contribute to the loss, damage or liability.

# The usage of the vehicle

Your vehicle (or substitute vehicle) is being used:

- to carry passengers for hire, fare or reward, except:
  - under a private pooling arrangement; or
  - where we have agreed in writing.
- in any:
  - motor sport event, time trial or pace making;
  - trials, tests or experiments for reliability, speed or hill-climbing performance;
  - motor trade demonstration; or
  - being tested in preparation for any of the above,

except where **your vehicle** (or **substitute vehicle**) is being used in a registered charity rally and **we** have agreed to extend cover prior to the rally in writing upon application.

- by you or by someone with your permission for an unlawful purpose or illegal activity (such as, but not limited to, a ram raid, carrying drugs or carrying stolen goods).
- in the bulk transport of explosives, inflammable liquids or gases, toxic or corrosive liquids or gases

This exclusion does not apply to vehicles where such carriage is minor, incidental extension to their main operation



- In underground mines, mining shafts or tunnels that are not public roads
- On premises of an airport that handles scheduled commercial flights, provided that this exclusion only applies to areas within the airport that are restricted and not accessible to the general public
- · On rails, tracks or cables

#### Other exclusions

# The loss, damage or liability was:

- from a bushfire, grassfire, storm, hail, flood or tsunami in the first 72 hours of cover, unless this policy began on the same day:
  - you purchased your vehicle; or
  - that another policy which provided insurance cover for the vehicle expired (but not when you cancelled the policy prior to its expiry date).
     Cover will only be provided up to the sums insured covered under the expired policy (any increase in sums insured will not be covered for these events for the first 72 hours specified);
- · incurred anywhere outside of Australia;
- due to a deliberate, intentional, malicious or criminal act by you or a person acting with your express or implied consent;
- a result of or connected with any act of terrorism (regardless of whether any other cause or event was contributing concurrently or in any other sequence);
- a result of or connected with any action taken in controlling, preventing or suppressing any act of terrorism;
- caused by any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, acts of foreign enemy, or popular or military uprising;
- due to radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
- due to the lawful seizure by any person or organisation of your vehicle (or substitute vehicle);
- caused by the solidification, settling or hardening of any goods carried by your vehicle or any container attached to your vehicle
- to a drill rod or bit attached to your vehicle while the drill rod or bit is being used for its designed purpose. For the purposes of this exclusion, a
  drill rod or bit includes any part attaching to or forming part of the drill rod or bit including but not limited to pipes, guides, filters, gaskets, plugs,
  caps, beacon housings, tool heads, nozzles and/or any other electronic mechanism
- in any way related to the existence at any time of asbestos.
- any non-financial loss including (but not limited to) any losses arising from physical inconvenience, time taken to resolve a claim or settlement, interference with expectations of enjoyment or peace of mind, injury to feelings or humiliation and pain and suffering



# **GENERAL TERMS AND CONDITIONS**

The following general terms and conditions apply to your policy:

TERM/CONDITION	
Alteration of risk	You must tell us as soon as possible when there is a change in the risk, including but not limited to:
	• modifying your vehicle or adding additional non-standard accessories to it that are not listed on your policy schedule;
	• when there are changes to the usage of the <b>vehicle</b> , including if there are changes to the regular drivers of <b>your vehicle</b> ;
	• if any detail on your policy schedule is no longer accurate, such as the address where the vehicle is garaged or parked overnight;
	when the drivers of your vehicle change;
	• when someone who regularly drives <b>your vehicle</b> commits a driving or criminal offence (other than parking offences), or has their licence suspended, cancelled or restricted;
	anything else happens that increases the chance that loss, damage or injury will occur, or liability will be incurred.
Cancellation	You may cancel your policy at any time. We will refund to you a proportion of the premium and (if applicable) roadside assistance fees for the unexpired period of insurance (less any non-refundable government charges, taxes and levies that we have paid and are not recoverable), provided that the cancellation does not fall during the period of time referred to in the 'Cooling-off period' section.
	Any agency fee that has been added to the <b>premium</b> will only be refunded if the <b>policy</b> is cancelled within the cooling-off period or where the cancellation is effective from the start of the <b>period of insurance</b> .
	<b>We</b> may cancel this <b>policy</b> by notice in writing for any reason available to <b>us</b> at law. <b>We</b> will refund to <b>you</b> a proportion of the <b>premium</b> for the unexpired <b>period of insurance</b> (less any non-refundable government charges, taxes and levies that <b>we</b> have paid and are not recoverable).
Cross liability	Where more than one party comprises the Insured each of the parties shall be considered as a separate and distinct entity and the word Insured shall be considered as applying to each party in the same manner as if a separate <b>policy</b> has been issued to each, provided that nothing in this clause results in the increase of the limit of <b>liability</b> .
	<b>We</b> waive <b>our</b> rights of recovery in relation to any <b>liability</b> or <b>loss or damage</b> that would be covered by this <b>policy</b> against any party insured by the <b>policy</b> , however this waiver of subrogation will not apply to any party insured who has been guilty of serious or wilful misconduct in relation to the <b>liability</b> or <b>loss or damage</b>
Fraudulent claim	If <b>you</b> or any party covered by <b>your policy</b> makes a claim or arranges for some other party to make a claim that is in any way false, dishonest or fraudulent, then payment of the claim may be refused.
Jurisdiction	Any disputes arising from this <b>policy</b> will be determined by the Courts, and in accordance with the laws, of the State or Territory where this <b>policy</b> is issued.
Keeping proof of value	Please retain evidence of proof of purchase of <b>your vehicle</b> , its extras, accessories and <b>modifications</b> (if applicable) and any other property that is covered under this <b>policy</b> . Evidence includes receipts, valuations and photographs of insured items. <b>You</b> should keep these or other evidence so that <b>you</b> can prove ownership and the value of any <b>loss</b> if <b>you</b> have to claim.
Looking after your vehicle	You must keep your vehicle (or substitute vehicle) in good condition at all times. If your vehicle (or substitute vehicle) has suffered loss or damage you must take all reasonable steps to protect or safeguard it, including (but not limited to) removing your keys and locking the vehicle when unattended.
Notifications	All notices and communications must be made or confirmed in writing by <b>you</b> or <b>your</b> intermediary. Other forms of communication will not be acted upon by <b>us</b> until confirmed in writing by <b>you</b> or <b>your</b> intermediary.
Other insurance and contribution	When <b>you</b> claim on <b>your policy you</b> must also supply <b>us</b> with written details of all other policies that may also pay or partially pay that claim.
Other party's interests	You must tell us of the interest of all parties who will be covered by this insurance policy, such as financiers, lessors or other owners.  We will only protect their interests if you have told us about them and they are noted on your policy schedule.
Precautions	You must take all reasonable care to prevent or minimise loss, damage, injury, illness or liability, including your compliance with any law, by-law, ordinance or regulation that concerns the safety of persons or property.



# **CLAIMS**

# About making a claim

#### How to make a claim

If you need to make a claim under this policy, please contact your intermediary to assist you in lodging the claim with us.

Alternatively, if it is an emergency outside business hours or **you** would like to lodge the claim with **us** directly, please use one of the following methods to do so:

- phone us on 1300 253 692 (toll free) or +61 2 9301 8018 (if dialling from overseas); or
- register your claim online at www.bzi.com.au/newclaim and our claims staff will contact you.

#### What you must do

If there is an incident which may result in you needing to claim under this policy, you must:

- · ensure everyone is safe and if necessary, call for emergency services;
- take all reasonable steps to prevent and limit any further loss or damage;
- · contact the police immediately if:
  - your vehicle has been stolen or maliciously damaged; or
  - your vehicle has been involved in an accident that has resulted in someone being injured,

and provide us with the details of the police officer and police station where it was reported;

- if **your vehicle** is involved in an **accident you** must collect the details of all drivers, passengers and witnesses, and owners of any other property (such as buildings) which were also damaged:
  - full name;
  - address;
  - phone number; and
  - vehicle registration and insurance details of all vehicles involved.
- contact us as soon as possible (see the 'How to make a claim' section above) and:
  - provide **us** with any information required to understand the circumstances of the **loss or damage** so **we** can lodge the claim and determine the most appropriate next action;
- tell **us** about **your** entitlement to input tax credits (ITCs) for **your** insurance **premium** if **you** are registered for goods and services tax (GST) (see the 'Goods and Services Tax' section on **page 5** for more detail);

We will advise you of the next steps to ensure the claim can be resolved as quickly as possible.

- · notify us immediately if you receive any of the following:
  - demands from other parties involved;
  - notices of prosecution or impending prosecution;
  - details of an inquest or official enquiry; and/or
  - other similar communications from anyone involved in the incident.

Any delay in advising **us** of any of these may result in no cover for legal or other costs resulting from that delay.

#### What you must not do

If you believe that you are likely to make a claim that would be covered under this policy, you must not:

- admit to anyone that you were responsible for the loss or damage, or that the accident was your fault;
- · negotiate, offer or promise any payments associated with the claim;
- · accept any payment from anyone (including payment of any excess amount) unless you have our prior consent;
- · agree to settle any claim without our prior consent;
- authorise or carry out any repairs without our authority, except emergency repairs which are required to allow you to safely drive your vehicle
  from the location of where the loss or damage occurred (please see the 'Emergency repairs' additional benefit;
- dispose of any property that has been damaged, or stolen property that is recovered; or
- make any false statements in connection with your policy or any claim you make.

If you do not follow these steps, we can reduce any claim by an amount that fairly represents the extent to which our interests have been prejudiced.



#### **Excesses**

For each of the available covers, one or more of the **excesses** described below may apply. An **excess** is not an additional fee charged by **us** at the time of making a claim. Rather, it is the uninsured first portion of a **loss** for which **you** are otherwise covered, i.e. the amount that **you** must contribute towards each claim.

For each **event**, or series of **events** arising from the one originating cause, **you** must pay in full the amount of the **excess** in respect of each and every **vehicle**.

Details of the **excess** amounts and circumstances in which they will be applied are set out in the definition of **excess** (see 'Definitions' section beginning on **page 37**) and the relevant section of this PDS that outlines the cover **we** provide.

In this **policy** the following **excesses** may apply for any given claim:

- basic excess;
- age excess;
- inexperienced driver excess;
- · hydraulic lifting or tipping mechanism excess;
- convertible roof or open top excess

The amount of these **excesses** will be shown on **your policy schedule** or in this PDS. Please refer to the detail in the remainder of this section for more details on when these **excesses** may apply.

In some situations, no **excess** will need to be paid (see 'When **you** do not have to pay an **excess**') or the amount of the **excess** will be reduced if certain conditions are met.

#### **Basic excess**

The basic excess applies to all claims on the policy unless specifically mentioned in the 'When you do not have to pay an excess' section.

The basic excess you have chosen will be shown on your policy schedule.

#### Age excess

The age excess applies to any claim where the driver of your vehicle at the time of the incident that gave rise to the claim is under the age of 25.

The age excess is payable in addition to the basic excess on the policy. You will not be required to pay the additional age excess when:

- the basic excess is not payable (see 'When You do not have to pay an excess'); or
- the claim is for one of the following (and the basic excess is payable):
  - loss or damage to the windscreen, window glass, mirror glass or sunscreen glass only;
  - damage while your vehicle is parked;
  - theft, attempted theft, vandalism or malicious damage; or
  - hail, storm, flood or fire damage; or
  - the driver was a learner driver accompanied by someone with a full unrestricted Australian drivers licence; or
  - You can prove that you did not consent to that person driving your vehicle.

# **Inexperienced driver excess**

The inexperienced driver **excess** applies to any claim where the driver of **your vehicle** at the time of the incident that gave rise to the claim is aged 25 years or over and:

- · has been licensed for less than two years to drive the class of vehicle being driven; or
- · is licensed but does not hold a licence issued in Australia or New Zealand.

The inexperienced driver **excess** is payable in addition to the basic **excess** on the **policy**. Please see below for scenarios where this additional **excess** may not be applied.



**You** will not be required to pay the additional inexperienced driver **excess** when:

- the basic excess is not payable (see 'When you do not have to pay an excess'); or
- the claim is for one of the following (and the basic excess is payable):
  - loss or damage to the windscreen, window glass, mirror glass or sunscreen glass only;
  - damage while your vehicle is parked;
  - theft, attempted theft, vandalism or malicious damage; or
  - hail, storm, flood or fire damage; or
  - the driver was a learner driver accompanied by someone with a full unrestricted Australian drivers licence; or
  - You can prove that you did not consent to that person driving your vehicle.

#### Hydraulic lifting or tipping mechanism excess

An additional excess of \$1,000 applies if any hydraulic lifting or tipping mechanism is operating on your vehicle or on an attachment to your vehicle.

# Convertible roof or open top excess

An additional excess of \$500 applies if your vehicle has a convertible roof or open top and you claim for damage to or theft of the roof material or anything inside the vehicle. This additional excess does not apply if the event is a collision.

#### When you do not have to pay an excess

This section is applicable only to comprehensive covered vehicles.

You will not be required to pay any excess if:

- · You satisfy us that the accident which gave rise to the claim was the fault of the driver of the other vehicle; and
- · You can supply the name and address of that driver, and
- · You can supply the registration number of the vehicle, and
- · Your vehicle was a sedan, station wagon, four wheel drive, panel van, utility or goods carrying vehicle under 5 tonne gross vehicle mass, 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.

#### Preferred repairer excess rebate

If your vehicle requires repairs and you choose to have the repairs performed by one of our network of preferred repairers then the excess you need to pay will be reduced by the 'Preferred repairer excess rebate'. The amount of the 'Preferred repairer excess rebate' will be shown on your policy schedule.

Some conditions, exclusions and limitations apply. Please refer to the 'Preferred repairer excess rebate' additional benefit for more details.

#### Choice of repairer

If your vehicle requires repairs from a claim under this policy which we have accepted:

- we can recommend one or more of our preferred repairers that would be best suited to carry out those repairs (if any are available near your location); or
- you can arrange for the repairs to be done by a repairer of your choice.

In either situation **we** will work closely with the repairer to ensure that the best outcome for **your vehicle** is achieved. However, if **you** choose for the **vehicle** to be repaired by a repairer of **your** choice then **we** can choose to:

- · get a second quotation from a repairer chosen by us to determine the reasonable repair costs for your vehicle;
- authorise the repairs to be done at your repairer of your choice;
- pay you an amount equal to the reasonable repair costs if we do not authorise the repairs through the repairer of your choice. Note that when
  we do not authorise the repairs via your chosen repairer then we will not provide a lifetime guarantee on the repairs to your vehicle that they
  perform (see below for the 'Lifetime guarantee for repairs' on page 33).

If you choose one of our preferred repairers to perform the repairs to your vehicle you will be eligible for the 'Preferred repairer excess rebate' (see page 20).



#### Spare parts, extras and accessories

If we authorise the repairs to your vehicle through one of our preferred repairers or a repairer of your choice, we will authorise that repairer to:

- only use manufacturer approved parts if the vehicle is under warranty (but not under extended warranty and not in relation to windscreens or window glass – see 'Windscreen or window glass repairs' below);
- otherwise use new genuine parts or genuine parts that meet Australian Design Rules requirements and are consistent with the age and condition of **your vehicle**.

The most we will pay for a spare part, extra or accessory is:

- · the maker's last list price in Australia; or
- · if it is not available in Australia:
- the cost of the part/extra/accessory and the cost of surface freight from the nearest reasonable source of supply; or
- the cost of similar comparable parts or accessories,

plus a reasonable charge for fitting it to your vehicle.

# Windscreen or window glass repairs

If **your vehicle** requires repairs to a windscreen, window glass, mirror glass or sunroof glass, **we** may replace the glass with glass that was not produced by the original manufacturer but which will meet Australian Design Rules.

# What happens after you make a claim

#### Settling or defending your claim

We will be solely responsible for determining whether you contributed to the cause of the accident or not.

If we agree you have a claim, only we have the right to:

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

#### Assisting us with your claim

You must assist us with managing, settling or defending your claim, including:

- providing us with all information and assistance that we may reasonably require;
- · send us copies of any notice, letter, claim, writ or summons as soon as possible after you receive it; and
- co-operate with us in defending or settling your claim, or in recovering any amount payable under this policy from another person (see below).

You must assist us even after your claim has been paid.

Any failure to assist us with your claim may mean that we do not pay your claim, or that we may reduce the amount paid.

#### **Our rights of recovery**

After we have paid a claim under your policy, either in total or in part, we have the right to take over any legal right of recovery which you have. If we do this, it will be for our benefit and at our expense (if you have been fully reimbursed) and we have full discretion in the conduct, settlement or defence of any claim we bring in your name.

You must not limit or restrict your rights of recovery against any third party without our prior written consent. If you prevent our right to recover by agreeing not to seek compensation from a person who is liable to compensate you for any loss, damage or liability that is covered under this policy, we will not provide you with cover under this policy for that loss, damage or liability.

If we recover more than the amount we paid you, we will pay you the balance after deducting any expenses incurred by us in undertaking the recovery.

#### **Authorising repairs**

You cannot authorise repairs to your vehicle without our authority, except emergency repairs which are required to allow you to safely drive your vehicle from the location of where the loss or damage occurred (please see the 'Emergency repairs' additional benefit).

Prior to **us** making a decision regarding **your** claim and any repairs that may be required **we** may need to get a motor vehicle assessor to inspect **your vehicle**. **We** will make the necessary arrangements with **you** to allow this to happen.



#### Choosing a repairer

This **policy** provides options regarding how **you** can choose a repairer to repair **your vehicle** if **we** accept a claim under this **policy** for such repairs, including using one of **our preferred repairers** or arranging for the repairs to be done by a repairer of **your** choice.

Please refer to the 'Choice of repairer' section on page 31 for more details.

#### Lifetime guarantee for repairs

If we authorise the repairs to your vehicle through one of our preferred repairers or a repairer of your choice then we will guarantee the repairs against any defect due to workmanship or faulty material for the life of your vehicle (or "as long as you own the vehicle").

If we do not authorise the repairs to your vehicle through the repairer of your choice, then we will not provide a lifetime guarantee for the repairs.

#### **Sub-contracting repairs**

When **we** authorise a repairer to repair **your vehicle** that repairer may sub-contract some of the repairs to a person of their choice. This will usually occur when the repairer is unable to perform the repairs itself because they require the services of a specialist repairer or supplier.

#### Parts required to repair your vehicle

Please refer to the 'Spare parts, extras and accessories' and 'Windscreen or window glass repairs' sections on **page 32** for more information on how **we** manage any parts, accessories or windscreen/window glass required to repair **your vehicle**.

#### Salvage of your vehicle

If we a pay a claim for the total loss of your vehicle, the wreckage of your vehicle (including any non-standard accessories or modifications noted on your policy schedule) will become our property. We will keep any proceeds from the sale of the wreckage.

#### Premiums following a total loss

If your vehicle has been deemed a total loss and we have agreed to pay you the agreed value or market value of your vehicle:

- any unpaid **premium** for the **period of insurance** that the claim occurred in will be deducted from the claim payment (except if **you** are paying by instalments and **we** are replacing **your vehicle** see below);
- we will not return the premium associated with the unexpired portion of the period of insurance.

#### When we may refuse a claim

To ensure **you** understand any situations in which a claim under this **policy** may be refused, it is important that **you** read and understand the following two sections of the PDS:

- the 'General terms and conditions' section beginning on page 28 which sets out your obligations under this policy with which you need to comply; and
- the 'General exclusions' section beginning on page 26 which lists situations where we may refuse to pay your claim.

# Hire car arrangements

If we have provided you a hire car under an additional benefit or optional cover under this policy, you:

- · may be required to enter a hire car agreement directly with the provider;
- are responsible for all running costs and extras, including paying the deposit, security bond, fuel, any upgrade costs, and the cost of reducing the standard hire car excess:
- · are responsible for any penalties or fines (such as parking fines or speeding infringements) incurred in the hire car;
- may be provided with insurance cover for the hire car please refer to the additional benefit 'Insurance cover for hire car' for more details;
- must arrange for and pay for all hire car costs (including the cost of insurance) for any period outside the period covered under this policy;
- · may be required to refund any costs we incur with respect to a hire car if you withdraw your claim or refuse to accept your claim.

#### Claims examples

Below are some examples of claim scenarios that are included here to show how a claim payment might typically be calculated. These examples are a guide only and do not cover all of the potential scenarios or all benefits that may be paid under this **policy**. They do not form part of the terms and conditions of this **policy**.

BZI will determine actual claims payments on an individual basis taking into consideration the facts applicable to the claim and **our** assessment of any **loss or damage**, as well as the coverage, exclusions and **excesses** set out in this **policy** and on **your policy schedule**.



#### Example 1 - partial loss following an at-fault accident

You have your vehicle insured under a BZI Commercial Motor Insurance policy, with the following details:

· Cover type: Comprehensive

Vehicle value: \$26,000 (agreed value)

Basic excess: \$1,000

Optional covers: Hire vehicle following at-fault accident see page 24.

Your vehicle is involved in an accident that is the fault of the driver of your vehicle. The car is safe to drive after the accident and does not require any emergency repairs.

We assess your vehicle and determine that it will cost \$4,000 to repair the vehicle.

We advise that one of our preferred repairer network is close to where you live and you agree to them performing the repairs. The repairer estimates that the car will take 5 days to repair, during which time you will be entitled to a hire car (because you purchased the optional 'Hire vehicle following at-fault accident') and you advise us that you would like to use one of our providers for this.

HOW MUCH WE PAY		EXPLANATION
Repair costs	\$4,000	We will normally pay this directly to the repairer.
Less basic excess	-\$1,000	The basic <b>excess</b> is \$1,000 which is payable given the <b>accident</b> was the fault of the driver of <b>your vehicle</b> .
Plus 'Preferred repairer	+\$200	However, because <b>you</b> have chosen to use one of <b>our preferred repairers</b> , <b>we</b> reduce this amount by \$200.
excess rebate' -\$8	-\$800	Therefore, an amount of \$800 needs to be paid and normally <b>we</b> will ask <b>you</b> to pay this directly to the repairer.
Two taxi fares from/to repairer	2 x \$40	You take a taxi from the repairer to the hire car provider and back again.
	\$80	We reimburse you for these two trips.
Total claim payment	\$3,280	
Plus hire car costs		We will pay the hire car provider directly for the 5-day period while the car was being repaired.

#### Example 2 - total loss

You have your vehicle insured under a BZI Commercial Motor Insurance policy, with the following details:

Cover type: Comprehensive

Vehicle value: \$42,000 (agreed value)

Basic excess: \$600

Your vehicle is stolen and subsequently recovered burnt out 3 days later. We assess your vehicle and determine that given the damage it has suffered it is a total loss.

In your vehicle at the time it was stolen was a child seat and backpack containing a laptop, neither of which have been recovered.

During the period from **us** accepting **your** claim to **us** finalising **your** claim **you** agree to a hire car from **our** provider under the 'Hire **vehicle** following fire, theft or not-at-fault **accident**' additional benefit.

HOW MUCH WE PAY		EXPLANATION
Total loss payment	\$42,000	The agreed value for the vehicle given it is a total loss.
Unspecified accessories	\$800	Your vehicle had a non-standard reverse-parking camera installed. This was not specified on the policy schedule but is covered under the 'Unspecified non-standard accessories or permanently attached plant' additional benefit (as less than \$5,000 and 25% of the agreed value).
Child seat	\$400	We determine that it will cost \$400 to replace the child seat.
Personal effects	\$1,200	The laptop was worth \$1,200 which is less than the maximum <b>we</b> will pay for any item under the ' <b>Personal effects</b> and tools' additional benefit of \$2,000.
Less excess payable	-\$600	Only the basic <b>excess</b> applies.
Less outstanding premium	\$0	The annual <b>premium</b> for this <b>period of insurance</b> was \$1,400 and has been paid. The claim happens halfway through the <b>period of insurance</b> however <b>we</b> do not return the unexpired portion of the <b>premium</b> . If the <b>premium</b> was being paid by instalments then any future instalments would be included here.
Total claim payment	\$43,800	This amount would normally be paid directly to <b>you</b> in a <b>total loss</b> situation.
Plus hire car costs		We will pay the hire car provider directly for the period up until the claim is settled.

#### Example 3 - total loss with new vehicle option

If the circumstances were the same as in example 2, however **your vehicle** was less than 3 years old from the date it was first registered, then under the 'New-for-old replacement following **total loss**' additional benefit **you** would be entitled to a new **vehicle** of the same make, model and series (or similar if it is no longer available), including similar accessories, tools and spare parts (subject to local availability).

We would also pay any on-road costs associated with the replacement vehicle, including:

- 12 months registration costs;
- 12 months compulsory third party insurance;
- · statutory charges; and
- dealer delivery charges.

We would provide you a payment of \$1,600 for the child seat and laptop (as in example 2).

You would need to pay the excess of \$600 to the dealership who has provided you with the replacement vehicle.

Your new replacement vehicle would be covered under this policy until the end of the period of insurance for no additional premium, however you would need to continue to pay the instalments for the rest of the period of insurance if that was the method by which you were paying your premium.



#### Example 4 - legal liability for damage to a third party's property

You have your vehicle insured under a BZI Commercial Motor Insurance policy, with the following details:

Cover type: Third Party Only

Basic excess: \$500
 Age excess \$1,250

A driver of **your vehicle** who is under 25 years of age is involved in an **accident** in **your vehicle**, and the **accident** is their fault. The **damage** to the **third party**'s **vehicle** will cost \$3,800 to repair and they will also be entitled to a hire car for 5 days at \$80 per day.

HOW MUCH WE PAY		EXPLANATION
Third party repair costs	\$3,800	We will normally pay this to the third party claimant.
Third party hire car costs	5x\$80	We will normally pay this to the third party claimant.
Less excess payable:	\$400	
Basic excess	-\$500	Because the driver of <b>your vehicle</b> was under 25 years old, in addition to the basic <b>excess</b> of \$500 <b>you</b> will also need to pay <b>us</b> the age <b>excess</b> of \$1,250.
Age excess	-\$1,250	
Total claim payment	\$2,450	We will pay this amount as well as the excesses paid by you to the third party claimant (i.e. \$4,200 in total).

#### Example 5 - emergency repairs and accommodation after a not-at-fault claim

You have your vehicle insured under a BZI Commercial Motor Insurance policy, with the following details:

Cover type: Comprehensive
 Vehicle value: Market value
 Basic excess: \$1,000
 Optional covers: None

While travelling for business purposes in your vehicle you are involved in an accident where the driver of the other vehicle was at fault. At the scene of the accident you capture the name, address, registration plate and insurance details of the other driver and advise them to us as part of notifying us of the claim.

In order to drive **your vehicle** back home **you** need some emergency repairs in the nearest town (which is 300km from where **you** live) and these emergency repairs can only be done the following morning.

Once you return home, we assess your vehicle and determine that the repairs will cost \$7,000 to repair, however as this is below our assessment of the market value of the vehicle it will not be a total loss. You advise that you would like to use one of our preferred repairer network to perform the repairs and will require a hire car while it is in being repaired and you will arrange that directly with a hire car provider that we agree

HOW MUCH WE PAY		EXPLANATION
Emergency repair costs	\$300	This is below the limit of \$3,000 for the 'Emergency repairs' additional benefit so <b>we</b> will pay this in full.
Emergency accommodation costs	\$180	Because the journey cannot be completed within the day, <b>we</b> will pay for the night's accommodation in the local town.
Repair costs	\$7,000	We will pay this directly to our preferred repairer.
	7 days	We will reimburse you for the hire vehicle costs under the 'Hire vehicle following fire, theft or not-at-fault accident additional benefit.
Hire car costs	@\$80	
	= \$560	
Less excess payable:	\$0	No <b>excess</b> is payable because <b>you</b> were not at fault and able to provide <b>us</b> with the details of the other driver.
Total claim payment	\$8,040	

# **DEFINITIONS**

TERM	DEFINITION
Accident or Accidental	Accident or Accidental means unintended, unforeseen, fortuitous or unanticipated happening or mishap, which is not expected or designed.
	An <b>act of terrorism</b> is any act, or preparation in respect of action, or threat of action designed to influence the government of the day or de facto government of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar <b>purposes</b> to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) of the day or de facto government, and which:
Act of terrorism	<ul> <li>involves violence against one or more persons; or</li> <li>involves damage to property; or</li> <li>endangers life other than that of the person committing the action; or</li> <li>creates a risk to health or safety of the public or a section of the public; or</li> <li>is designed to interfere with or disrupt an electronic system.</li> </ul>
Additional Insured	<ul> <li>"Additional Insured" means:</li> <li>any person in charge of your vehicle with your permission;</li> <li>any passenger in, or on, your vehicle;</li> <li>your employer, partner or principal when your vehicle is used on behalf of any of them;</li> <li>Australian governments, local governments or statutory bodies when your vehicle is used on behalf of any of them; or</li> <li>The legal representative of a deceased person covered under this policy.</li> </ul>
Agreed value	Agreed value means the amount which we agree to insure your vehicle for, as shown on your policy schedule.
Caravan or trailer	"Caravan" or "Trailer" means the registered caravan or trailer shown in your schedule. Caravan or trailer does not include: a caravan permanently on site or which is used as permanent residence, or a motorised caravan, campervan, or motor home
Damage or damaged	"Damage" or "Damaged" means physical loss or destruction.
Employee	<ul> <li>"Employee(s)" means a person(s):</li> <li>employed by you;</li> <li>apprenticed to you;</li> <li>deemed to be your employee by any applicable law;</li> <li>hired or seconded from another party by you; or</li> <li>an executive director or officer of your business.</li> </ul>
Event	Event means a single accident or a series of accidents with the same original cause.
Excess	<b>Excess</b> means the first amount of each claim that <b>you</b> or the person making the claim must pay. In this <b>policy</b> there are a number of different <b>excesses</b> which may apply for any given claim. The amount of these <b>excesses</b> will be shown on <b>your policy schedule</b> or in this PDS.
Family	Family means your spouse, de-facto partner, parents, siblings and dependant children.
Hire vehicle costs	Hire vehicle costs means the amount paid by you to hire a replacement vehicle, but does not include running costs, loss or damage to the hire vehicle, any insurance excess or other costs which you may be liable for under the hire vehicle agreement
Insurer	Insurer means Youi Pty Ltd (Youi), ABN 79 123 074 733, AFS Licence Number 316 511.
Liability	Liability means a person's legal responsibility to pay compensation to another person.
Loss or damage	Loss or damage means sudden physical loss, damage or destruction to your vehicle caused by an unexpected event not otherwise excluded by this policy. The physical loss, damage or destruction must occur at an identifiable time and place.
Malicious damage	"Malicious Damage" means intentional Damage done to your vehicle by someone else without your consent.
Market value	Market value means the amount it would cost to replace your vehicle with a vehicle of the same make, model, age and condition immediately before the loss or damage. Market value excludes charges for vehicle registration, compulsory third party insurance, stamp duty transfer, dealer warranty costs or transfer fees. We may refer to an accepted motor vehicle valuation guide used by the motor industry to determine the market value of your vehicle.
Modification	<b>Modification</b> means enhancements that affect the performance, or diminish safety, or change the characteristics of the <b>vehicle</b> beyond the manufacturer's specification.
Named driver	A named driver is a driver who is listed on your policy schedule as someone who will drive your vehicle.



Non-standard accessories	<b>Non-Standard Accessories</b> means accessories that were fitted as an optional extra at the factory or accessories that were fitted after the <b>vehicle</b> left the manufacturer.			
Period of insurance	Period of insurance means the dates over which your insurance cover is valid, ending on the expiry date as shown in your policy schedule unless the policy is terminated earlier in accordance with the policy terms and conditions.			
Permanently attached plant	Permanently attached plant means plant that cannot be easily removed and is necessary for the vehicle to operate in the ordinary course of the Insured's business			
	Personal effects means items of clothing, personal belongings, or tools used in connection with your business, but not including:			
Personal effects	mobile electronic devices			
	cheques, money, credit cards or negotiable instruments.			
Policy	<b>Policy</b> means this document, the <b>policy schedule</b> and any attachment or memoranda affixed and any future documents issued to <b>you</b> which amends the <b>policy</b> wording or <b>policy schedule</b> . Together they form the insurance contract.			
Policy schedule	<b>Policy schedule</b> means the relevant <b>policy schedule</b> issued by <b>us</b> . This is a separate document unique to <b>you</b> , which shows the insurance details personal to <b>you</b> . It includes any changes, conditions and exclusions made to suit <b>your</b> individual circumstances and may amend the <b>policy</b> document.			
Preferred repairer	<b>Preferred repairer</b> means a repairer that has been appointed by <b>us</b> as a <b>preferred repairer</b> based on <b>our</b> assessment of their high levels of quality, workmanship, cost effectiveness, efficiency and timeliness.			
Premium	<b>Premium</b> means the amount(s) shown in <b>your policy schedule</b> that <b>you</b> have to pay for the cover <b>we</b> provide which is inclusive of stamp duty, GST, fire services levy (where applicable) and any additional government charges. Any fees <b>we</b> charge for roadside assistance are not considered to be part of <b>your premium</b> .			
	Reasonable repair costs mean an amount required to repair your vehicle that takes into account:			
Reasonable repair costs	• a quote from a repairer of <b>your</b> choice after having been adjusted or reduced by an experienced motor <b>vehicle</b> assessor appointed by us; and			
	• a quote from a <b>preferred repairer</b> (or another repairer chosen by us) that <b>we</b> may choose to obtain.			
Substitute vehicle	Substitute vehicle means a vehicle that does not belong to you that has been hired or borrowed by you while your vehicle is not in use because it is being repaired, serviced or is not able to be driven as a result of a mechanical breakdown.			
Sum insured	Sum Insured means the amount (exclusive of GST) specified in the policy schedule, or in other documents forming part of your policy, against each of your vehicles.			
Third party	Third Party means a person who is not the Insured named on your policy schedule, or is not a person to whom cover is provided directly to by this policy.			
	<b>Tool of Trade</b> means use or operation of <b>your vehicle</b> or mobile plant for excavating, digging, grading, drilling, lifting, pumping, vacuuming or other mechanical work, other than for:			
Tool of Trade	• loading and unloading goods onto or from a <b>vehicle</b> , by use of a crane mounted on that <b>vehicle</b> , or			
	transit to or from or within a work site, or			
	transport or haulage			
Total loss	Total loss means when, in our opinion, your vehicle is either:			
	so badly damaged that it would not be safe or economical for it to be repaired; or			
	• stolen and not recovered within 14 days of <b>you</b> notifying <b>us</b> of the theft.			
Uninsured vehicle	Uninsured vehicle means that neither the owner nor the driver of the other vehicle is insured against for property damage.			
	Vehicle means a roadworthy and registered motor vehicle that is shown on your policy schedule, including:			
	• its standard tools, standard <b>modifications</b> and accessories as supplied by the manufacturer; and			
Vehicle (or your vehicle)	• any fitted or non-standard accessories, modifications or extras which are either in or on the vehicle.			
	You must advise us of any non-standard accessories or modifications that enhance the performance of your vehicle and we must agree to insure them as part of your vehicle, in which case they will be listed on your policy schedule.			
We, us, our	Blue Zebra Insurance Pty Ltd (BZI) ABN 12 622 465 838, AFS Licence Number 504130 acting as an agent of the <b>insurer</b> under a binde agreement.			
You, your	In this policy you/your means all the people named as the insured on your policy schedule.			



# FINANCIAL SERVICES GUIDE (FSG)

This Financial Services Guide (FSG) is an important document designed to help you decide whether to use the financial services offered.

It contains information about how Blue Zebra Insurance Pty Ltd, ABN 12 622 465 838, AFSL 504130 (BZI) administers the **policy** and arranges the **policy**.

# What financial services are provided?

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

BZI acts under a binder authority from Youi (the **insurer**), who is the issuer of this product. This means that BZI can bind the **insurer** with this **policy** and can handle or settle claims on behalf of the **insurer**. BZI acts for the **insurer** when providing these services. **You** can find full details of BZI and the **insurer** on **page 3** of the PDS.

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

#### How are we paid?

BZI is paid a commission by the **insurer** when **you** buy this Motor insurance **policy**. This commission is included in the premium that you pay and may be up to 3% of the premium paid excluding any government taxes and levies. BZI receives this commission from the **insurer** after **you** have paid the **premium**.

BZI may also add an agency fee to the premium that is charged. Any agency fee will be noted on your policy schedule.

BZI may also receive a share of the profit earned by the **insurer** if the **insurer** makes an underwriting profit in accordance with the underwriting targets it has set. This amount is calculated and paid retrospectively only when the **insurer** exceeds its underwriting targets in a given year.

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

# **Further information**

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

#### **Complaints**

If you have a complaint about the financial services provided by BZI in relation to this product please refer to the "Dispute Resolution" section of the PDS on page 5 for details of the complaint resolution process.

# What professional indemnity insurance arrangements do we have in place?

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

#### Who is responsible for this document?

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

This Combined FSG and PDS was prepared on 1 October 2020.





# **CONTACT DETAILS**

**Blue Zebra Insurance Pty Ltd** 

ABN 12 622 465 838 AFS Licence 504130

PO Box R804

**Royal Exchange NSW 1225** 

Phone: 1300 171 535 Email: info@bzi.com.au Web: bzi.com.au

# **FOR CLAIMS**

Phone: 1300 253 692 (toll free)

+61 2 9301 8018 (from overseas)

Online: www.bzi.com.au/newclaim