

# Supplementary Product Disclosure Statement

## SPDS Edition 1

This Supplementary Product Disclosure Statement (SPDS) was prepared on 28 July 2021 and will apply to all **CGU Commercial Motor Vehicle Insurance Product Disclosure Statement and Policies** (Preparation date 23/04/2021) version C0002 REV19 04/21 (PDS) with a new business effective date on or after 2 December 2021, or with a renewal effective date on or after 2 December 2021.

The information in this SPDS updates and should be read with the PDS and any other applicable SPDS. These documents together with Your Policy Schedule make up the terms and conditions of Your insurance contract with Us. Your current Policy Schedule outlines the cover You have chosen.

### Changes to Your PDS

#### Change 1:

##### **Addition to The amount you pay for this insurance**

**Your PDS is amended by inserting the following new paragraph under the heading 'The amount you pay for this insurance' within the 'Important Information' section on page 2, immediately before the heading 'No Claim Bonus':**

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

#### Change 2:

##### **Replacement of the complaints handling process**

**Your PDS is amended by deleting all the terms in the section 'How to resolve a complaint or dispute' on page 3, and replacing those deleted terms with the following:**

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

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

Call Us on 13 24 81 or go to Our website for more information: [cgu.com.au](http://cgu.com.au).

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

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

Free Call: 1800 045 517

Email: [Customer.Relations@iag.com.au](mailto:Customer.Relations@iag.com.au)

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

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

AFCA will confirm if they can assist You:

Free Call: 1800 931 678

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

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

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

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



# COMMERCIAL MOTOR VEHICLE

**INSURANCE PRODUCT  
DISCLOSURE STATEMENT  
AND POLICY**





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# Product Disclosure Statement

This Product Disclosure Statement (PDS) contains two sections:

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

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

Please read this PDS before You apply for insurance.

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

## Important Information

### The purpose of this PDS

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

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

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

### Who is the Insurer

Insurance Australia Limited trading as CGU Insurance is the Insurer. Our Australian Business Number is 11 000 016 722. Our Australian Financial Services Licence Number is 227681. In this PDS, the Insurer is also referred to as 'CGU', 'We', 'Us', 'Our', or 'Ours'.

### Intermediary remuneration

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

## How to contact us

You may contact Us by any of the following ways:

- in person at any CGU office
- by telephone on 13 15 32
- by writing to Us at CGU, GPO Box 9902 in Your capital city
- by email on Our website [www.cgu.com.au](http://www.cgu.com.au)

## Your cooling-off period

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

## How to apply for insurance

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

## How to make a claim

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

Details about making a claim are shown in the Policy under 'Claims Procedures'.

## Excess – the amount you pay towards a claim

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

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

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

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

## The amount you pay for this insurance

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

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

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

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

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

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

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

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

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

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

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

## No Claims Bonus

A 'No Claims Bonus' is a discount that can be earned on eligible Comprehensive policies in recognition of a claims-free record.

The No Claims Bonus discount that applies to Your basic premium is shown in Your current Policy Schedule.

No Claims Bonus discount is calculated on each Vehicle insured under Your motor vehicle policy, unless Your claims history does not entitle You to a No Claims Bonus.

We calculate Your No Claims Bonus rating based on:

- The claims history of You and any other policyholders; and
- The number of years You and any other policyholders have been licenced for.

For each year there are no at-fault claims made on a Vehicle under Your policy, We allow a discount from the basic premium for that Vehicle. The discount increases each claims-free year You have for a Vehicle until the maximum is reached.

Each year at renewal, Your Vehicle's No Claims Bonus is re-calculated.

The No Claims Bonus discount does not apply to the Windscreen Extension optional benefit premium.

## Protecting your No Claims Bonus

Please note that if Your No Claims Bonus is not penalised after a claim with one insurer, You may still lose some of it if You go to a new insurer.

If Your motor vehicle is eligible for the 'No Claims Bonus protection' option, Your current Policy Schedule will show 'No Claims Bonus protected' when the option has been selected. You will be protected from any at-fault claim made in respect of each vehicle insured under Your policy during the Period of insurance if You have paid the additional premium required.

You will not lose any No Claims Bonus with Us on renewal if:

- Your claim involves a collision in which We are satisfied the other driver was completely at fault and You give Us the correct name and address of the other driver and Vehicle registration number, or
- Your claim is only for window glass in a single accident.

## Losing your No Claims Bonus

In all other cases, at the next renewal You will lose part of Your No Claims Bonus for a vehicle following each at-fault claim made in respect of that vehicle. The discount then increases again after each claims free year You have for a vehicle up to the maximum.

## How CGU protects your privacy

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

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

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

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



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

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

## The General Insurance Code of Practice

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

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

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

### Our commitment to you

We have adopted and support the Code and are committed to complying with it.

Please contact Us if You would like more information about the Code or the Code Governance Committee.

## How to resolve a complaint or dispute

### 1. Talk to us first

If You have a complaint, the first thing You or Your insurance intermediary should do is speak to one of Our staff. If Your complaint relates specifically to a claim, speak with the claims officer managing Your claim. If the staff member or claims officer are unable to resolve the matter for You, You or Your insurance intermediary may speak to a manager.

The manager will usually provide You with a response to Your complaint within 15 days. If the timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with You alternative timeframes. If You are not satisfied with Our response or We cannot agree with You on alternative timeframes, You can go to step 2.

### 2. Seek a review

If the matter is still not resolved the manager will refer You or Your insurance intermediary to the relevant dispute handling department or area who will conduct a review of Your dispute and will usually provide You with a response to Your dispute within 15 business days. If the timeframe

is impractical, We will discuss with You alternative timeframes. If You are still not satisfied with Our response to Your dispute or We cannot agree on alternative timeframes, You can go to step 3.

### 3. Seek an external review

You are entitled to seek an external review of Our decision. We will provide You with information about options available to You, including, if appropriate, referring You to the external dispute resolution scheme administered by the Australian Financial Complaints Authority (AFCA).

The AFCA is contactable on 1800 931 678 (free call).

You will not be able to have Your dispute resolved by the AFCA if You are not eligible under the AFCA's Terms of Reference.

Further information about Our complaint and dispute resolution procedures is available by contacting Us.

## Taxation information

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

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

## Financial Claims Scheme

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

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

# Commercial Motor Vehicle Insurance Policy

## Your policy

This Policy sets out the terms, conditions, exclusions, limitations and endorsements that apply for the insurance We offer You. Before applying for Your insurance, please take the time to read this document carefully. If We agree to insure You, a Policy Schedule will be sent out to You which sets out the cover You have taken. When reviewing You should carefully check the details in Your Policy Schedule.

## General definitions

The intended meaning of some of the important words used throughout this Policy are shown below. Where they appear in the Policy they are shown with a capital letter. The singular shall include the plural and vice versa, except where the context otherwise requires.

**Accident** or **Accidental** means unintended, unforeseen, fortuitous or unanticipated happening or mishap, which is not expected or designed.

**Additional Insured** means:

- a) any person in charge of Your Vehicle with Your permission
- b) any passenger in, or on, Your Vehicle
- c) Your employer, partner or principal when Your Vehicle is used on behalf of any of them
- d) Australian governments, local governments or statutory bodies when Your Vehicle is used on behalf of any of them
- e) the legal representative of a deceased person covered under this Policy.

**Agreed Value** means the amount (exclusive of GST) nominated by You that We have agreed to insure Your Vehicle for, as shown in the Policy Schedule

**Dangerous Goods** means freight that consists of goods defined as dangerous in the Dangerous Goods Code.

**Dangerous Goods Code** means the current Australian Code for the Transport of Dangerous Goods by Road and Rail.

**Dry Hire** means the hiring out of Your Vehicle without a driver.

**Event** means a single Accident or a series of Accidents with the same original cause.

**Excess** means the amounts shown in the Policy Schedule which You will be required to contribute, in respect of every claim for each and every Vehicle. Excesses shall be cumulative.

**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.

**Immediate Family** means Your spouse, de-facto partner, parents, siblings and dependent children.

**Liability** means a person's legal responsibility to pay compensation to another person.

**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.

**Market Value** means the cost (exclusive of GST and stamp duty) to replace a Vehicle with another vehicle of the same age, condition, make and model, immediately before the Loss or Damage.

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

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

**Modification** means enhancements that affect the performance, or diminish safety, or change the characteristics of the Vehicle beyond the manufacturer's specification.

**Non-Standard Accessories** means accessories that were fitted as an optional extra at the factory or accessories that were fitted after the Vehicle left the manufacturer.

**Period of Insurance** means the period commencing at the inception date shown in the Policy Schedule and ending at or on the expiry date shown in the Policy Schedule.

**Permanently Attached Plant** means a piece of equipment which cannot be easily removed and is necessary for Your Vehicle to operate in the ordinary course of Your business. This may include a crane arm, hydraulic lifting equipment, concrete bowls, tilt trays, concrete pumping equipment, or other similar equipment.

**Personal Effects** and **Tools** means items of clothing, personal belongings, or tools used in connection with Your business, but not including:

- a) mobile electronic devices
- b) cheques, money, credit cards or negotiable instruments.

**Policy** means this document, the Policy Schedule and any attachment or memoranda affixed and any future documents issued to You which amends the policy wording or Policy Schedule. Together they form the insurance contract.

**Policy Schedule** means the schedule issued by Us, which forms part of this Policy and shows Your Policy number, the type of cover selected by You, and any special terms, limits, conditions, exclusions, endorsements and any Excess.

**Pollutant** means any irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, chemicals or waste. Waste includes but is not limited to all materials to be recycled, reconditioned or reclaimed.

**Principal** means a person for whom You act as agent or representative and includes the Commonwealth of Australia or a State of Territorial Government.

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

**Standard Accessories** means accessories that come standard with the Vehicle at the time of manufacture.

**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** means a person who is not the Insured, or is not a person to whom cover is provided directly to by this Policy.

**Tool of Trade** means use of your Vehicle or Mobile Plant for excavating, digging, grading, drilling, lifting, pumping, vacuuming or other mechanical work, other than for:

- a) loading and unloading goods onto or from a vehicle, by use of a crane mounted on that vehicle, or
- b) transit to or from or within a work site, or
- c) transport or haulage.

**Total Loss** means:

- a) the likely cost to repair the Vehicle plus the value of any salvage exceeds the Agreed Value or Market Value, or
- b) the Vehicle is stolen and not recovered within a reasonable period of time as determined by Us.

**Uninsured Vehicle** means that neither the owner nor the driver of the other vehicle is insured against Liability for property damage.

**Use of Your Vehicle** means use of Your Vehicle:

- a) in connection with Your business or occupation, or
- b) for private use.

For Section 2 Legal Liability only, Use of Your Vehicle also includes:

- a) goods falling from it
- b) loading and unloading it, but not carrying a load (or part of a load) to or from Your Vehicle
- c) towing a single trailer, caravan, or disabled vehicle.

**Valid Licence** means the appropriate licence required by law to drive or operate the Vehicle. (valid licence includes a learner's permit. The driver must be with someone who holds a full licence to drive Your Vehicle, if it is a condition of the permit.)

**Vehicle** means any mechanically propelled machine, including Standard Accessories and Permanently Attached Plant, that is designed to travel on wheels or self-laid tracks described in the Policy Schedule and including Non-Standard Accessories specified in the Policy Schedule.

**We, Us, Our, Ours** means Insurance Australia Limited ABN 11 000 016 722 trading as CGU Insurance.

**You, Your, Yours** or **Insured** means the person(s), companies or firms named on the current Policy Schedule as the insured.

## When you are insured

We will insure You during the Period of Insurance for the type of cover You have selected. This is on the basis that You have paid or agreed to pay Us the premium for the type of cover You have selected and which the current Policy Schedule indicates is in force.

## Type of cover

There are three types of cover available under this Policy. For each type of cover, the Policy operates as follows:

### A. Comprehensive

You have cover under:

- **Section 1 – Damage To Or Theft Of Your Vehicle**, and
- **Section 2 – Legal Liability.**

### B. Third Party, Fire and Theft

You have cover under:

- **Section 1 – Damage To Or Theft Of Your Vehicle.**

We will only cover Your Vehicle for:

- theft, or
- Loss or Damage caused by:
  - fire,
  - explosion, or
  - lightning.

- **Section 2 – Legal Liability.**

### C. Third Party only

You have cover under:

- **Section 2 – Legal Liability.**

The type of cover for each insured Vehicle will be shown on Your Policy Schedule.

## Section 1 Damage to or theft of your vehicle

### Cover

We will cover You during the Period of Insurance for Loss or Damage to Your Vehicle shown in the Policy Schedule as a result of an Accident, depending on the type of cover You have selected. We will only do this if Your Vehicle is used with Your permission, within Australia and the Loss or Damage arises from the Use of Your Vehicle.

### Maximum limit applicable to Section 1

If this Policy covers more than one Vehicle, the maximum amount We will pay for the total of all claims arising from one event is \$15,000,000 unless stated otherwise in Your current Policy Schedule.

### Additional benefits

#### Comprehensive cover

If You have a valid claim under Section 1, the cover is extended to include the following additional benefits for Comprehensive cover only. The additional benefits will not serve to increase the maximum sum payable under Section 1 beyond \$15,000,000. The additional benefits are subject to all the exclusions, terms and conditions of the Policy.

## 1. Automatic addition

We will provide Comprehensive cover on vehicles purchased by You during the Period of Insurance, provided that:

- a) such vehicles are of a similar type to Vehicles insured by You at the commencement of the Period of Insurance
- b) the maximum We will pay, in respect of Loss or Damage to any such vehicle, is the Market Value (up to a maximum of \$300,000), the amount You paid for it or, \$300,000,
- c) You notify Us within 60 days of acquisition
- d) You pay Us any additional premium and applicable Excess as may be required.

## 2. Completion of journey

We will pay up to \$5,000 for the Reasonable Costs of:

- a) hiring another vehicle of similar make and model to complete the journey, or
- b) returning 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
- c) overnight accommodation costs if the journey cannot be completed within the day, following Loss or Damage if Your Vehicle cannot be safely driven.

## 3. Disabled driver modifications

We will pay up to \$10,000 for the Reasonable Costs incurred to modify Your Vehicle or Your driver's own private vehicle, if Your driver is permanently injured in an Accident involving Your Vehicle.

## 4. Dry hire (applicable to mobile plant only)

We will extend cover on insured Mobile Plant during Dry Hire, provided that:

- a) You have an executed contract for hire agreement in place containing a provision that the hirer will be responsible for Loss or Damage; and
- b) the hire agreement is not subject to any damage waiver, or conditions restricting Our rights of subrogation.

## 5. Emergency repairs

We will pay up to \$3,000 for the Reasonable Costs of immediate repairs to enable Your Vehicle to be driven safely or to be moved to a place of safety following Loss or Damage as a result of an Accident involving Your Vehicle.

## 6. Emergency service costs

We will pay up to \$25,000 for charges imposed on You by the following authorities, as a result of an Accident involving Your Vehicle:

- a) Fire Brigade
- b) State, Federal or Local Government Emergency Services
- c) Police.

## 7. Employees vehicles

We will provide Comprehensive cover to Your employees using their own vehicles, but only if:

- a) Your employee is using his or her vehicle in the course of his or her employment with You, and
- b) Your employee has observed and fulfilled the terms and conditions of this Policy as though Your employee were the Insured, and
- c) the vehicle is not covered under any other policy of insurance entered into by a third party or a policy required by law providing similar insurance as that provided under this additional benefit

The maximum We will pay in respect of damage to any such vehicle is the Market Value (up to a maximum of \$25,000) or \$25,000.

## 8. Expediting expenses

We will pay up to \$5,000 or 50% of the normal repair costs, whichever is less, for the Reasonable Costs necessary to effect immediate temporary repairs or to expedite permanent repairs to Your Vehicle.

## 9. Faultless collision excess waiver

We will not apply any Excess if:

- a) Your Vehicle is involved in a collision with another vehicle; and
- b) We are satisfied that the driver of the other vehicle was totally at fault; and
- c) You provide Us with the registration number of the other vehicle, and the name and address of its driver; and
- d) Your claim exceeds the Excess(es) that would otherwise be applicable.

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

## 10. First aid kit expenses

Where You, or Your driver have been involved in an Event causing injury to a Third-Party and the Event involves Loss or Damage to Your Vehicle, We will pay You or Your driver's Reasonable Costs up to a maximum of \$2,500 for any one Event towards Your or Your driver's first aid costs regarding the Third-Party, but only to the extent that such first aid has been administered and only to the extent these costs are not 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).

## 11. Funeral expenses

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

- a) arising out of an Accident involving Your Vehicle, and
- b) occurring within 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 Immediate Family.

## 12. General average charges

We will pay general average and salvage charges which are incurred whilst Your Vehicle is being transported by sea between places in Australia, provided You obtain Our consent before You sign any general average bond and We are satisfied this is appropriate.

## 13. Goods in transit

We will pay for loss, destruction or damage to Your goods or the goods of a Third Party whilst being carried or in Your Vehicle which has carrying capacity not exceeding 5 tonnes as the result of Loss or Damage which is covered by Section 1 up to a maximum of \$5,000 subject to additional \$250 Excess per event.

This benefit will only apply to loss, destruction or damage to Your goods or the goods of a Third Party if they are not covered by any other contract of insurance or for loss or damage which is in excess of any benefit available under any other contract of insurance

## 14. Immediate family travel expenses

Where You, or Your driver whilst driving Your Vehicle are injured and hospitalised as a result of an Event covered by this Policy, We will pay Reasonable Costs up to a maximum of \$3,000 any one Period of Insurance for travel, accommodation, meals and related expenses for You, or Your driver's Immediate Family to visit the injured driver in hospital.

## 15. Lease or finance vehicle payout

We will pay up to 25% of the Market Value of Your Vehicle or the Sum Insured shown on Your current Policy Schedule, toward the discharge of Your obligation under a lease agreement or finance agreement, if:

- a) Your Vehicle is declared a Total Loss, and
- b) the lease or finance agreement payout exceeds the amount payable under the basis of loss settlement, and
- c) Your Vehicle was not purchased via a personal loan or other form or credit.

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

- a) payments and interest in arrears at the time of Loss or Damage, or
- b) discounts in respect of finance discharge, including interest for the unexpired term of the agreement.

## 16. Mechanical breakdown

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

- a) less than 5 years old from its original manufacture and has travelled less than 100,000 kilometres at the date of such Mechanical Breakdown, and
- b) not used for the carriage of fare paying passengers, and

- c) not used by You as a courier or freight carrier in Your business, and
- d) less than 5 tonnes in carrying capacity.

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

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

## 17. New vehicle option

If Your Vehicle is:

- a) less than 24 months old from the date Your Vehicle was first registered; and
- b) declared a Total Loss,

We will replace Your Vehicle with a new vehicle of the same make and model and with the same accessories, (or if unavailable, a vehicle of similar make and model and with similar accessories), including registration fees, compulsory third party insurance, delivery charges and stamp duty.

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

- a) any Excess that applies to Your claim; and
- b) any outstanding premiums; and
- c) the unused portion of registration fees and compulsory third party insurance of the Total Loss Vehicle.

## 18. Other interested party

In the event of any Loss or Damage to a Vehicle insured under this Policy which is subject to a lease or other financing arrangement whereby the financier retains security over the Vehicle, the financier will be an insured under this Policy but only to the extent that the financier's remaining interest in the Vehicle insured under this Policy was affected at the time of the Loss or Damage to the insured Vehicle.

## 19. Personal effects & tools

We will pay up to \$2,000 in total for loss, destruction or damage to Personal Effects and Tools belonging to You or Your employees, if the Personal Effects and Tools are not otherwise insured under another policy entered into by a third party or a policy required by law, and they suffer loss, destruction or damage in an Accident involving Your Vehicle.

## 20. 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:

- a) goods falling from Your Vehicle; or
- b) the spillage, escape, or explosion of goods being carried by Your Vehicle.

## 21. Repair guarantee

If Your Vehicle is repaired by a repairer suggested by Us, We guarantee the quality of those repairs for as long as You own the Vehicle.

## 22. Replacement of locks and keys

We will pay up to \$5,000 per Vehicle to a maximum of \$10,000 per Event, for the Reasonable Costs of replacing the key ignition barrel and all locks and keys, or re-coding Your locks including associated electronic components of the Vehicle, if Your keys are stolen or damaged or there are reasonable grounds to believe Your keys may have been illegally duplicated.

## 23. Signwriting

We will pay the Reasonable Costs of signwriting or fixed advertising signs, murals, special art work, or materials, forming a permanent part of Your Vehicle following Loss or Damage to Your Vehicle.

## 24. Stamp duty for transfer of ownership

If We settle a claim on Your Vehicle as a Total Loss, We will pay You for stamp duty and transfer fees that are due on the transfer of ownership of a replacement vehicle into Your name. We will only pay an amount based on the value of the insured Vehicle immediately before the Loss or Damage.

## 25. Tarps, gates, chains, dogs & straps

We will pay for the Reasonable Costs to repair or replace tarpaulins, gates, chains, dogs and straps as a result of a Loss or Damage, up to a maximum of \$5,000 per Event. However this included benefit will not apply to any theft claim, unless Your Vehicle has been stolen at the same time.

## 26. Taxi fare

We will pay up to \$100 in addition to the Sum Insured for the cost of a taxi fare paid by You for transport from the scene of an accident where Your Vehicle incurs Loss or Damage and requires towing, provided that You provide Us with a receipt.

## 27. Trauma counselling

We will pay the Reasonable Costs for counselling for You, Your drivers or the Immediate Family of You or Your drivers following:

- a) Your death if it arose from the Accident which caused the Loss or Damage, or
- b) the death of Your driver if it arose from the Accident which caused the Loss or Damage, or
- c) the death of any other person if it arose from the Accident which caused the Loss or Damage and either You or Your driver was present at the Accident scene when it occurred.

We will pay for trauma counselling up to a maximum \$5,000 per Event. The trauma counselling must be directly arranged by Us. The cover 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).

## 28. Tyre replacement

We will pay the Reasonable Cost of replacing a tyre with a new tyre of similar make and specification to the tyre that is damaged, when a tyre is damaged and unable to be used again as a direct result of Loss or Damage provided that the condition of the damaged tyre's remaining tread conformed with all legal requirements at the time of Loss or Damage, and was not recapped or retreaded.

## 29. Unspecified non-standard accessories or permanently attached plant

We will pay the Reasonable Costs to repair or replace Non-Standard Accessories or Permanently Attached Plant, limited to 25% of the Market Value of the Vehicle up to a maximum of \$5,000, unless otherwise stated in the Policy Schedule.

## Comprehensive or Fire and Theft cover

If you have a valid claim under Section 1, the cover is extended to include the following additional benefits for Comprehensive or Fire and Theft cover.

### 1. Hire vehicle following fire or theft

We will pay up to \$3,000 in total for the Reasonable Costs incurred by You for hiring a replacement vehicle, of similar make and model or carrying capacity, following notification by You to Us of fire or theft of Your Vehicle.

We will not pay this additional benefit in respect of any period of hire continuing after Your Vehicle has been recovered and repaired, or after We settle Your claim as a Total Loss. However this cover only applies if Your Vehicle is a sedan or station wagon or other vehicle with a carrying capacity up to 5 tonnes.

### 2. Towing or return of vehicle

We will pay the Reasonable Costs of towing Your damaged Vehicle after an Accident to a repairer near the Accident site or to any other place approved by Us, and pay for the Reasonable Costs of returning Your Vehicle following its repair or recovery.

### 3. Use of trailers

We will pay up to \$2,500 or the Market Value of the trailer (up to a maximum of \$2,500), for Loss or Damage sustained by any two-wheeled or four-wheeled trailer while it is attached to Your Vehicle. We will not provide any cover under this extension if there is any other insurance entered into by a third party or a policy required by law in place, covering the same Event

## Basis of loss settlement

The amount payable in respect of Loss or Damage to Your Vehicle insured under Section 1 will be as set out below:

### 1. Replacement, repair or reinstatement

Following Loss or Damage to Your Vehicle indemnified under Section 1, We may decide to:

- a) repair or replace Your Vehicle or, at Our option, make a cash payment equivalent to the cost of repairing or replacing Your Vehicle, or
- b) reinstate Your Vehicle to its condition before it was damaged, or
- c) depending on the cover You have chosen, pay the Market Value of Your Vehicle or the Sum Insured shown on Your current Policy Schedule, or
- d) depending on the cover You have chosen, pay the Agreed Value if shown on Your Policy Schedule.

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

Each year at renewal, You should check Your Sum Insured to ensure it reflects the current Market Value or Agreed Value. If you want to update or discuss Your Sum Insured please contact Us.

If We elect to repair Your Vehicle:

- a) You can suggest a repairer, or We can suggest one for You. If We do not accept Your choice of repairer, We must still cooperate with each other to select another repairer, provided they have the qualifications to undertake the required repairs, that We both agree on.
- b) When Your Vehicle is repaired, the repairer may use reusable parts or parts that are not manufactured by a supplier to the Vehicle's original manufacturer which:
  - i. are consistent with the age and condition of the Vehicle
  - ii. do not affect the safety or the structural integrity of the Vehicle
  - iii. comply with the Vehicle manufacturer's specifications and applicable Australian Design Rules
  - iv. do not adversely affect the post repair appearance of the Vehicle, and
  - v. do not void or affect the warranty provided by the Vehicle manufacturer.
- c) In repairing Your Vehicle, We may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs.

You may have to pay an Excess towards any claim (See Claims Procedures section).

## 2. Total loss

When We have settled a claim as a Total Loss:

- a) We will deduct any Excess that applies to Your claim, any outstanding premiums, and any unused portion of registration fees and compulsory third party insurance; and
- b) the wreckage becomes Our property; and
- c) any proceeds of any salvage sale becomes Ours; and
- d) the insurance on the Vehicle terminates without refund of premium.

## Specific exclusions Applicable to Section 1

We will not pay for Loss or Damage caused by or arising out of:

### 1. Consequential loss

Any consequential loss or financial expenses incurred as a result of You not being able to use Your Vehicle. This means We will not pay for direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation; or

### 2. Lubricant or coolant

Mechanical damage (other than by fire) as a result of the absence or leaking of lubricant or coolant, or using a type of lubricant or coolant that is not intended for the make and model of Your Vehicle; or

### 3. Mechanical damage, breakdown or failure

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

- a) Loss or Damage to Your Vehicle if an Accident occurs resulting from such breakdown or failure; or
- b) the cover given under Section 1 – Additional benefit "Mechanical Breakdown"; or

### 4. Pre-existing

Pre-existing damage; or

### 5. Solidification

Solidification of any goods carried by Your Vehicle or any container attached to Your Vehicle; or

### 6. Theft or attempted theft

Loss or Damage by theft or attempted theft of Your Vehicle:

- a) during or after a fire or accident unless You have taken reasonable steps to ensure the safety of the Vehicle; or
- b) by false pretence or by fraudulent conversion; or
- c) by any person to whom You have entrusted the Vehicle for any purpose; or

### 7. Tyres damage

The tyres of the Vehicle being damaged by the application of brakes, or by road punctures, cuts or bursts; or

### 8. Vehicle deterioration

Wear and tear, rust or corrosion, gradual deterioration or depreciation.

## Section 2 Legal liability

### Cover

We will indemnify You and any Additional Insured for Liability arising from property damage or bodily injury as a result of an Accident occurring 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.

In addition, this part of the Policy operates for 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.

### Maximum limit applicable to Section 2

Your current Policy Schedule shows, as the limit of indemnity, the maximum amount We will pay for the total of all claims arising from one Event being:

- \$35,000,000, or
- \$1,000,000 if Your Vehicle is being used for the transport of Dangerous Goods and complies with the Australian Code for the Transport of Dangerous Goods by Road or Rail, or
- if an amount is specified in the Policy Schedule, that amount.

## Additional benefits applicable to Section 2

Where We have accepted a claim under Section 2 and subject to the exclusions listed in Section 2 and all other terms and conditions of the Policy, We will also pay the following additional benefits. These additional benefits will not serve to exceed the limit of indemnity as noted on Your current Policy Schedule.

### 1. 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.

### 2. Damage caused by uninsured vehicles

Where Your Vehicle is insured for Third Party only or Third Party, Fire and Theft, as indicated in the Policy Schedule, 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;

- a) the other driver is identified; and
  - i. has no insurance cover in respect of damage caused by such vehicle; and
  - ii. is substantially responsible for the damage; and
- b) You agree that We can recover any amount We pay to You from the other driver on Your behalf; and
- c) You agree not to take separate action without Our written consent.

We will not pay more than \$10,000 under this additional benefit in respect of any one Event.

### 3. Legal costs

We will pay for Your legal costs and expenses incurred with Our written consent in respect of Your Liability to a Third-Party for damage to that Third-Party's property as a result of the Use of Your Vehicle.

### 4. Movement of other vehicles

We will pay for Your Liability for damage to Third Party property arising out of You lawfully moving any Vehicle parked in a position so as to prevent or impede the loading, unloading or legitimate passage of Your Vehicle.

### 5. Non-owned vehicles

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

- a) not owned or supplied by You, and
- b) 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 entered into by a third party or by a policy required by law 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.

### 6. Towing disabled vehicles

We will pay for Your legal 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.

## Specific exclusions Applicable to Section 2

We will not pay for:

### 1. Death or bodily injury

Any Liability arising from death or bodily injury:

- a) to any member of Your Immediate Family or to any person ordinarily residing with You or with whom You ordinarily reside; or
- b) in respect of which You are, or any other person is, required by law to have in force a compulsory insurance policy or be a member of a statutory compensation scheme, at the time such Liability is incurred; or
- c) in respect of which insurance is required by virtue of any statutory workers' compensation scheme; or
- d) if Your Vehicle is registered in the Northern Territory of Australia; or

### 2. Fines or punitive damages

Any fines, or any punitive, exemplary or aggravated damages which a court awards against You or another person covered under this Policy; or

### 3. 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; or

### 4. Property in care or control

Any 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:

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

### 5. Territorial limits

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

### 6. 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; or

### 7. 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 Section 1 – Additional benefit 'Use of trailer.



# General exclusions

## Applicable to all sections

### 1. Asbestos

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from the use or presence of asbestos or asbestos products or asbestos contained in any products.

### 2. Dangerous goods

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from:

- a) explosives or radioactive substances, in any quantity
- b) all Dangerous Goods if the manner in which they are transported does not comply with the current Australian Code for the Transport of Dangerous Goods by Road or Rail, or any other applicable legislation and regulations.

### 3. Deliberate act

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from a deliberate act ordered or carried out by You, or by any person acting with Your permission, except when it is to avoid or reduce damage that would otherwise happen.

### 4. Excluded driver(s)

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from:

- a) any person who does not have Your permission to be driving Your Vehicle; or
- b) any person who does not hold a Valid Licence required by law for driving Your Vehicle; or
- c) any person whose driving licence is not valid in the place where Your Vehicle is being used; or
- d) any person driving while under the influence of alcohol or any drug; or
- e) any person driving with an illegal amount of alcohol or any drug in their blood; or
- f) any person who refuses to be legally tested for alcohol or any drug; or
- g) any person or group of people excluded in Your Policy Schedule; or
- h) any unspecified person if Your Policy Schedule restricts use to specified drivers.

However, if the person driving Your Vehicle is excluded above and You can show that:

- a) Your Vehicle was stolen or illegally driven without Your permission; or
- b) You could not reasonably have known that the driver was unlicensed or would be driving while affected by alcohol or a drug,

and the driver is not named as one of the Insured, We will still provide cover under this Policy to the Insured, but not to the driver. In these circumstances, the person driving has no protection under Your Policy. Where possible, We will try to recover from the driver any amount paid to You or on Your behalf.

### 5. Lawful removal

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly resulting from the lawful seizure of Your Vehicle or Your loss of the Vehicle by any other legal process or operation of law.

### 6. Pollutants

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from:

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

This exclusion will not apply where the claim arises from a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the Period of Insurance.

### 7. Radioactivity

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from radioactivity, or from the use, existence or escape of nuclear fuel, material or waste, or the action of nuclear fusion.

### 8. Use of vehicle

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from:

- a) carrying passengers for payment other than private car sharing arrangements; or
- b) driving tuition for payment; or
- c) motor trade use other than servicing, repairing or testing of Your Vehicle; or
- d) use for any illegal purpose; or
- e) use for any race, trial, contest, stunt or experiment; or
- f) letting Your Vehicle on hire to others; or
- g) carrying goods unlawfully; or
- h) use of Your Vehicle in underground mines, mining shafts or tunnels that are not public roads; or
- i) use of Your Vehicle 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; or
- j) use of Your Vehicle on rails, tracks or cables; or
- k) use of Your Vehicle while not running solely on terra firma.

## 9. War or terrorism

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from:

- a) war or warlike activities, which includes invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or seized power; or
- b) terrorism, which may include but is not limited to an act involving the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## 10. Unroadworthy or unsafe condition

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from the unroadworthy or unsafe condition of the Vehicle and that condition caused or contributed to the Loss or Damage, or Liability. We will pay if You prove that You did not know, and could not reasonably have known, of the unroadworthy or unsafe condition of the Vehicle at the time of the Loss or Damage or the incurring of the Liability.

# General conditions

## Applicable to all sections

### Cancellation

#### By you

You can cancel this Policy at any time. To do this You must ask Us in writing to cancel Your Policy. The Policy will end when We receive Your request.

#### By us

We can cancel this Policy if You do any of the following:

- make a misleading statement to Us when You apply for Your insurance
- fail to tell Us anything You should tell Us when You apply for this Policy, when You renew this Policy, or when You change or reinstate this Policy
- fail to comply with the conditions of this Policy
- fail to pay the premium for this insurance
- are not fair and open in Your dealings with Us
- make a claim during the period of this Policy that is not true. The claim does not have to be under this Policy and can be with Us or another insurance company.

We may cancel this Policy if You fail to notify Us of a change in the circumstances of the risk during the Period of Insurance if the change materially increases the risk under Your policy.

We may cancel this Policy if You do not do what We have told You that You are required to do.

If We cancel this Policy, We will tell You in writing.

## Change of ownership

If You dispose of Your Vehicle or give up any of Your ownership of it, Your cover comes to an end without notice. To obtain a refund, see the Cancellation section above.

## 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 policy has been issued to each, provided that nothing in this clause results in the increase of the limit of liability. We waive Our rights of recovery in relation to any Liability or Loss or Damage that would be covered by this Policy against any party insured by the Policy, however this waiver of subrogation will not apply to any party insured who has been guilty of serious or willful misconduct in relation to the Liability or Loss or Damage.

## Instalment premium

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

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

If Your premium is overdue, We will send You a notice outlining the overdue amount and when it needs to be paid.

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

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

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

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

## Return of premium

If Your Policy is cancelled before the due date:

- We will keep the premium that applies to the period that the Policy was in force, and
- We will return to You the premium that applies to the period from the date the Policy ended to the due date of the Policy

## Subrogation waiver

We will waive any rights, remedies, or relief to which We may become entitled by subrogation against any entity or person where You have been required by contractual agreement to release such party from liability.

## Total loss

Where a Total Loss settlement has been made and We decide to pay the Market Value, Agreed Value or Sum Insured, or if We pay for the replacement of Your Vehicle, then cover on Your Vehicle is fully used and therefore comes to an end without refund of premium.

However:

if Your premium is payable by instalments, We will deduct any outstanding premiums from any amount due to You.

- if Your claim is for a collision and We are satisfied that the other driver was completely at fault, We will allow this Policy to continue for a replacement Vehicle. In that event, You only pay any extra premium We require (because of the change in risk or circumstances or type or value of Vehicle) for the time remaining on Your Policy.

## What you are required to do for us

Failure to do any of these things may affect Our decision to continue Your insurance cover. Changes to the Vehicle or circumstances of the risk may also affect Our decision to continue Your insurance cover.

- You must pay Us the premium for this insurance
- You must tell Us as soon as reasonably possible of any changes to:
  - the address where Your Vehicle is normally kept, and
  - the use of Your Vehicle, and
  - regular drivers who will drive Your Vehicle.
- You must tell Us as soon as reasonably possible of any:
  - modifications that are made to Your Vehicle, and
  - accessories that are added to Your Vehicle, and
  - driving or criminal offences that have been committed by anyone who regularly drives Your Vehicle. You do not need to tell Us about any parking offences that a regular driver may receive, and
  - drivers who regularly drive Your Vehicle that have their licence suspended, cancelled or restricted by endorsement.
- You must take reasonable precautions to prevent anything that could result in a claim under this Policy
- You must take reasonable steps to ensure that anyone doing anything on Your behalf obeys all relevant laws
- You and anyone who is insured by this Policy must comply with the conditions of this Policy.

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

## You cannot give your rights away

You cannot give anyone else an interest in this Policy without Our written consent.

# Claims procedures

## Applicable to all sections

### Excess: When and how much

An Excess is the amount You may be required to pay towards every claim for each Vehicle insured by Your Policy.

We will reduce the amount We pay for Your claim by the Excess.

1. The Excess amount shown on Your current Policy Schedule applies to each Vehicle
2. Additional Excesses:
  - 2.1 Unless stated otherwise in the Policy Schedule, an additional Excess of \$500 applies if:
    - any hydraulic lifting or tipping mechanism is operating on Your Vehicle or on an attachment to Your Vehicle
    - any tarpaulins, gates or other load-securing devices are damaged or stolen
    - 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. However, this does not apply in the event of a collision.
  - 2.2 The age Excess and inexperienced driver Excess amounts, if any, as shown on Your current Policy Schedule, apply (as below) only when Your Vehicle is actually being driven by people allowed to drive. They do not apply if Your Vehicle is not being driven, or if Your claim is for window damage only, fire, theft or storm damage.
    - Age Excess applies when the driver is under 25 years of age. The Policy Schedule may show different amounts for certain age groups.
    - Inexperienced driver's Excess applies if the driver is 25 years of age or older 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.
    - Age Excess or inexperienced driver's Excess does not apply to a driver holding a valid learners permit and driving the Vehicle in accordance with the relevant State or Territory regulations. However the age Excess or inexperienced driver's Excess will apply to the supervising driver of the vehicle if the supervising driver, had they been the driver of the vehicle, would have been subject to the age Excess or inexperienced driver's Excess.
  - 2.3 Other additional Excesses may be specified in the Schedule.
3. Total Excess:

The total Excess that applies to a claim is the Excess shown in Your current Policy Schedule, plus any additional Excesses that apply.

## How the Goods and Services Tax affects your claim

Where We make a payment under this Policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made.

Where We make a payment under this Policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

## Making a claim

These are things that must be done by You and any other person covered by Your Policy. If these conditions are not followed, We may refuse to pay a claim or reduce the amount You are entitled to receive. The course of action We take when You fail to meet Your responsibilities will be considered in each circumstance based on what impact or effect Your failure caused or contributed to the claim or Our decision to issue Your Policy.

### First

- Take all reasonable steps to prevent further Loss or Damage.
- Ask for the names, addresses and licence numbers of any other drivers involved, and registration numbers of the other vehicles involved.
- Try to get the names and addresses of any witnesses.
- If possible take photos of the accident scene and any vehicle damage.
- Any theft or deliberate Loss or Damage must be reported to the police as soon as reasonably possible.
- Do not admit fault, defend a claim, or make any offer or payment to anyone without Our agreement. Allow Us to do these things.
- Keep all damaged property provided it is reasonable and safe to do so to allow Us to inspect at any reasonable time and place if required.

### Next

Contact Us (or Your insurance adviser or authorised representative) for help, or contact CGU on 13 24 80 (13 CGU 0). Claims can be lodged 24 hours a day, 7 days a week. Alternatively You can download a claim form from [www.cgu.com.au](http://www.cgu.com.au).

### Other conditions

- As soon as reasonably possible send Us anything You receive about an incident that resulted in a claim, or might result in a claim (even if You are not claiming for damage to Your Vehicle).
- Give Us all reasonable help and information requested, which may include attending court to give evidence. You must do this even after We pay a claim, because We may try to recover Our payment from the responsible person or We may want to defend a claim that some other person has made against You. We will only request information and assistance where relevant to handling the claim and will explain why the information and assistance is required.

- Do not make any false statements in connection with Your Policy or any claim that You make.

## Rights of conduct and recovery

If You have a right to claim against someone else for a claim You made under this Policy, You give Us Your rights to make that claim. You also give Us Your rights to conduct, defend or settle any legal action and to act in Your name. You must not do anything that prevents Us from doing this and You must give Us the information and cooperation that We reasonably require.

## Repair of your vehicle

If We decide to repair Your Vehicle, and subject to:

- cover for Your Vehicle under Section 1 being in force, and
- The exclusions, terms and conditions of the Policy:

### Repair authority

- If We ask, You must allow Us to inspect Your Vehicle at any reasonable time and place. We will only accept responsibility for repairs carried out under Our signed authority.
- If emergency repairs (without Our signed authority) are carried out to make Your Vehicle drivable immediately after an Accident, We will accept responsibility for the cost up to \$3,000. However, this is still subject to the exclusions, terms and conditions of the Policy.

### Contribution

- If We agree to additional repairs, painting or replacement parts that improve the condition of Your Vehicle, You may be required to pay for the amount of the improvement, however We will not proceed with these repairs until We have discussed this with You and sought Your agreement.
- You will not need to pay any contribution towards the cost of replacement parts if Your Vehicle and the parts being replaced are less than two years old.

### Parts not available in Australia

If Your Vehicle needs any parts that are not available in Australia and We agree to them being obtained outside Australia, We will not pay any more than:

- the overseas list price for those parts, plus
- surface transport and landing costs.

## Optional benefits

The following optional benefits apply to and form part of Your Policy but only when the title appears and noted on the Policy Schedule:

### 1. Hire vehicle following accident

If Your Vehicle is damaged following an Accident and You have a valid claim under Section 1 cover for Your Vehicle is extended to include the following optional benefit for Comprehensive Cover only:

We will pay up to \$2,500 in total for the Reasonable Costs incurred by You for hiring a replacement vehicle, of similar make and model or carrying capacity, following notification by You to Us of Loss or Damage to Your Vehicle.

We will not pay this additional benefit in respect of any period of hire continuing after Your Vehicle has been repaired, or after We settle Your claim as a Total Loss. However this cover only applies if Your Vehicle is a sedan or station wagon or other vehicle with a carrying capacity up to 5 tonnes.

## 2. Maximum No Claims Bonus Protection

If Your Vehicle is insured for maximum No Claims Bonus Protection, We will protect Your No Claims Bonus for any claims incurred during Your period of insurance in respect of that vehicle. To be eligible, You must be on the maximum No Claims Bonus, as shown on Your Policy Schedule.

If Your vehicle is eligible for the 'No Claims Bonus Protection' option, Your current Policy Schedule will show 'No Claims Bonus protected' when the option has been selected. Your No Claims Bonus will be protected from any at-fault claim made in respect of each vehicle insured under Your policy during the Period of insurance if You have paid the additional premium required for each eligible vehicle.

## 3. Windscreen extension

If Your Vehicle is insured for windscreen extension, You can claim for any windscreen or window glass damage during the Period of Insurance, without the application of any Excess.

## How a claim payment is calculated

The following examples are designed to illustrate how a claim payment might typically be calculated. It is assumed that the insured is registered for GST purposes. The examples do not cover all scenarios or all benefits and do not form a part of the Policy terms and conditions. They are a guide only.

### Section 1 – Damage to or theft of your vehicle

#### Repairs to your insured vehicle

We decide to repair Your Vehicle and We choose the repairer.

The Vehicle was towed from the scene of the accident to the repairer. We authorised the tow the towing company invoice Us \$350. The cost of the repairs is \$5,000.

Your Excess is \$1,000. You are registered for GST You pay the \$1,000 excess to the repairer.

We pay the repairer \$4,000 (\$5,000 less \$1,000). We pay the towing company \$350.

### Section 1 – Damage to or theft of your vehicle

#### Total loss of insured vehicle – market value

We decide your Vehicle is a Total Loss.

The Market Value of the insured Vehicle is \$25,000, which is less than the Sum Insured. The damaged Vehicle is worth \$3,000.

Your Excess is \$1,000. You are registered for GST.

We pay You \$21,727.27 (\$25,000 less \$2,272.73 ITC less \$1,000 Excess).

We retain the Vehicle.

### Section 1 – Damage to or theft of your vehicle

#### Theft of your vehicle

Your Vehicle is stolen and recovered damaged seven days later. The damage to the Vehicle is \$6,500.

A replacement vehicle was hired for ten days at a cost of \$75 per day (total \$750).

Your Excess is \$1,000. You are registered for GST

You pay the \$1,000 excess to the repairer.

We pay the repairer \$5,500 (\$6,500 less \$1,000). We pay the hire car company \$750.

### Section 1 – Damage to or theft of your vehicle

#### Total loss of insured vehicle – lease payout figure – market value

We decide Your Vehicle is a Total Loss. Your Vehicle is a sedan.

The amount for which you are responsible under the lease agreement is \$30,000, which is greater than the Market Value. The damaged Vehicle is worth \$3,000. The Market Value of the insured Vehicle is \$28,000. The amount for which You are responsible under the lease agreement is less than 25% greater than the Market Value.

Your excess is \$1,000. You are registered for GST.

We pay you \$26,272.73 (\$30,000 less \$2,727.27 ITC less \$1,000). We retain the Vehicle.

### Section 1 – Damage to or theft of your vehicle

#### New vehicle option

We decide that Your Vehicle is a Total Loss.

Your Vehicle was only 2 months old from the commencement date of the original registration, was purchased new by You. The cost to Us of a new replacement vehicle is \$50,000.

There is an Excess of \$1,000. New registration will cost \$850. You are registered for GST.

We pay to replace the Vehicle \$50,850 (\$50,000 plus \$850).

You pay Us a \$1,000 excess, plus any outstanding premiums, plus any unused portion of registration and compulsory third party insurance from Your Vehicle that was a Total Loss.

We retain the damaged Vehicle.

### Section 2 – Legal liability

#### Damage to third party property

We or a court decide You are liable to pay repair costs of \$5,000 for damage to a third party vehicle.

We have paid \$1,500 to Our lawyers to defend the claim on Your behalf.

Your Excess is \$1,000.

We will pay the third party \$5,000. We will pay Our lawyers \$1,500. You will be required to pay Us \$1,000 Excess.

# Notes

# Notes

# Notes





# CONTACT DETAILS

**ENQUIRIES** 13 24 81  
**CLAIMS** 13 24 80

**MAILING ADDRESS**  
**GPO BOX 9902 IN YOUR CAPITAL CITY**

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[CGU.COM.AU](https://www.cgu.com.au)

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<b>SYDNEY</b> GPO Box 244 Sydney NSW 2001	<b>MELBOURNE</b> 181 William St Melbourne VIC 3000	<b>BRISBANE</b> 189 Grey St South Bank QLD 4101	<b>PERTH</b> 46 Colin St West Perth WA 6005	<b>ADELAIDE</b> 80 Flinders St Adelaide SA 5000
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Preparation date 23/04/2021



Insurer  
Insurance Australia Limited  
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trading as CGU Insurance