

Commercial Product Disclosure Statement Update

October 2024



Vero Motor Fleet Insurance

We have prepared this guide to help you compare the current Vero Motor Fleet Policy Product Disclosure Statement and Policy Wording (**V4703 28/04/23 A**) with the new version (**V4703 05/12/24 A**). Please read the new PDS and Policy Wording (**PDS**) which is available at vero.com.au for full details of the terms, conditions, limitations and exclusions. This is a summary of key changes only and also does not take into account any endorsements that may apply to the policy. This comparison does not constitute advice and should not be used by a potential insured for any purpose, including making a decision about a financial product or class of products. It is intended as a reference tool for brokers only and does not represent an exact or full outline of the **PDS** or available cover. This comparison is current as at 17 October 2024. The cover offered to an insured may vary from that described.

Schedule of changes

General Insurance Code of Practice

Changed:

- Added sentence The Code Governance Committee is an independent body which monitors and enforces the Code and has powers to impose sanctions on Code subscribers for non-compliance.

Part 1 – Loss or damage to your vehicle

Changed:

- What we cover – amended to:
We cover the theft, **loss** of, or **damage** to your **vehicle**. This includes **damage** caused by:
 - attempted theft of your **vehicle**;
 - **thermal runaway**.
- What we exclude – accessories exclusion amended by deleting sentence: supplied by the manufacturer of your vehicle as original equipment;
- What we exclude – new exclusion added: Charging Parts for battery electric vehicle: any charging parts, including wall-mounted charger, charging station, cable lock, ground mounting base, charging gun, charge check devise, charger holster and adaptor, for a **battery electric vehicle** other than the portable plug-in charging cable and charging plug supplied by the manufacturer of your **battery electric vehicle** as original equipment.
- What we exclude – new exclusion added: Thermal runaway if manufacturer specifications not complied with: **damage** caused by **thermal runaway** where the manufacturer specifications in relation to battery usage and charging have not been complied with.
- Extra covers - 1. New vehicle after total loss amended condition: the loss or damage occurred:
 - less than two (2) years from the date of original registration of your **vehicle**; or
 - less than three (3) years from the date of original registration of your **vehicle**, but only if:
 - your **vehicle** is a **battery electric vehicle**; and
 - your **battery electric vehicle** has been continuously insured with Vero Insurance from within 13 months of your **battery electric vehicle** first being purchased until the time of the event; and
- Additional Benefits – new benefit added: Battery electric vehicle towing:
What we cover:
If your **vehicle** is a **battery electric vehicle** (fully electric only), we will pay the reasonable costs of towing your **vehicle** to the closest charging station from the location the vehicle was when it completely ran out of battery charge.
What we exclude:
We will not pay:
 - if your **battery electric vehicle** was still partially charged when it was towed;
 - if your **battery electric vehicle** is a plugin hybrid vehicle.You are required to produce reasonable evidence of the costs incurred if we ask for them. Reasonable evidence may include tax invoices or receipts.

Part 2 – Legal liability

Changed:

- What we cover amended by adding the following sub-clause:
 - you or an **authorised driver** charging your **battery electric vehicle** at a public **battery electric vehicle** charging station or at a private **battery electric vehicle** charging station.
- What we exclude amended by adding the following exclusions:
 - directly or indirectly resulting from the **battery electric vehicle** charging unit, including but not limited to, any malfunction or defect of, damage to, repair or maintenance, or incorrect installation of the **battery electric vehicle** charging unit either at a **battery electric vehicle** public charging station or at a private **battery electric vehicle** charging station.
 - arising from **battery electric vehicle** charging being conducted in a manner which doesn't comply with your **battery electric vehicle** manufacturer specifications regarding battery usage and charging.

General Exclusions

Changed:

- Exclusion amended to:
 - for theft of or **damage**, including malicious damage, to your vehicle if the **vehicle** was:
 - unlocked whilst unattended;
 - unattended with the keys left inside; and/ or
 - not parked in a garage/carport if available or if a garage is not available, goods and valuables inside the **vehicle** were not hidden and out of sight.
- "Nuclear" amended
- "War" amended
- "Sanctions" amended
- "Cyber" added:

We will not cover any loss, damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

 - (a) cyber incident;
 - (b) cyber act;
 - (c) malware or similar mechanism;
 - (d) destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data; or inability or failure to receive, send, access or use electronic data; or error in creating, amending, entering, deleting or using electronic data; or loss of use, reduction in functionality, repair, replacement, restoration or reproduction of electronic data (including the value of any electronic data).

Provided that:

Sub-clause (a) only of this exclusion will not apply to loss or damage to your vehicle which would otherwise be covered under this policy caused by an event, where such event causes the cyber incident.

Sub-clauses (a) and (d) only of this exclusion will not apply to loss or damage to your vehicle which would otherwise be covered under this policy caused by an event, where such event directly results from the cyber incident.

Sub-clause (b) only of this exclusion will not apply to loss or damage to your vehicle which would otherwise be covered under this policy caused by a Listed Peril (as listed below), where such Listed Peril directly results from the cyber act.

General Exclusions (contd.)

Changed:

Listed Perils: fire, lightning or thunderbolt, explosion or implosion, chemical explosion (other than explosion flue gas in boilers), impact, impact by vehicles, falling objects, collapse of any building or structure, rainwater, storm, rainstorm, wind, windstorm, tempest, hail, sleet, tornado, cyclone, hurricane, earthquake*, earth movement, subsidence, erosion, landslip, volcano*, volcanic eruption*, subterranean fire*, tsunami* (*or fire resulting from any of these), storm surge, tidal wave, high water and other actions of the sea, damage by the sea, flood, mud flow or mudslide, water damage, water or other means to extinguish a fire, discharging, leaking or overflowing from water mains, pipes, gutters, drains, water tanks or apparatus or water systems (including fire protection systems), steam, leaking of refrigerant, discharge, leakage or overflowing of liquid other than water, escape of molten material from its intended confines, condensation, snow, freeze or weight of snow, bushfire, smoke, soot, theft or attempted theft, burglary or attempted burglary, civil commotion or labour disturbances, accidental damage, collision, overturning or jack-knifing of the conveying vehicle.

4. This exclusion does not apply to cover provided under Part 2 – Legal liability, of your PDS.

- "Communicable Disease" added

We will not cover any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or attributable to, a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The phrase 'any loss, damage, liability, claim, cost, expense or other sum of whatsoever nature' above includes, but is not limited to, any:

- cost to clean-up, detoxify, remove, monitor or test for a communicable disease; or
- cost to clean-up, detoxify or remove any property that is affected by a communicable disease.

Definitions

Changed:

- Definition of "Battery Electric Vehicle" added:

A vehicle which is powered by electricity instead of an internal combustion engine, which is either a fully electric vehicle or a plugin hybrid electric vehicle.

- Definition of "Communicable Disease" added:

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

- (a) the substance or agent can be of any kind and includes, but is not limited to, respiratory droplet, saliva, bodily waste, blood, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, respiratory droplet, saliva, bodily waste;
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- (c) the disease, substance or agent can cause or threaten harm to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

- Definition of "Computer System" added:

Computer system means any computer, hardware, software, communications system, electronic device, (including, but not limited to, any smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

- Definition of "Cyber act" added:

Cyber act means any unauthorised, malicious or criminal act (including any threat or hoax) involving access to, processing of, use of or operation of any computer system.

Definitions (contd.)

Changed:

- Definition of "Cyber Incident" added:
Cyber incident means any error or omission involving access to, processing of, use of or operation of any computer system, or any unavailability or failure to access, process, use or operate any computer system.
- Definition of "Electronic Data" added:
Electronic data means information, facts, concepts, code or any other information of any kind that is converted, recorded or transmitted in a form to be accessed, communicated, displayed, distributed, interpreted, processed, transmitted or stored or used in or by a computer system.
- Definition of "Malware or similar mechanism" added:
Malware or similar mechanism means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (e.g. virus).
- Definition of "Personal Injury" added:
Death, bodily injury, sickness, disease, disability, shock, fright, mental injury, mental anguish, or loss of consortium resulting from any of them.
- Definition of "Thermal Runaway" added:
A battery cell inside a **vehicle** short circuiting and heating up uncontrollably.
- Definition of "Vehicle" amended to:
 - the vehicle(s) specified in the **agreed schedule of vehicles**; or
 - an additional vehicle as defined in 'Cover for additional vehicles' on page 12,And is either a vehicle powered by an internal combustion engine or is a **battery electric vehicle**.
The following accessories will also be insured if they are attached to or in or on your **vehicle**: anything supplied by the manufacturer of your vehicle as original equipment (however, for **battery electric vehicles**, this is limited to portable plugin charging cables and charging plugs only) - baby capsule/ car seats - bicycle carriers - binders - bonnet protector - built in refrigerators - built in televisions - bull bar - caravan annexe - cargo barrier - CB and/ or 2 way radio - chains - cruise control - dash mats - decorative wheel trims - driving lights - fire extinguishers - fixed GPS units - floor mats - gates - headlamp guards - motor cycle helmets, gloves, or associated riding clothes up to a total of \$500 (if we pay a claim covering your motorcycle) - mud flaps - paint protection - panel/ rust protection - pinstriping/decals - protective mouldings - ramps - rear louvre sunshade - registration plate covers - ring feeder - seat covers - side steps for a 4WD - signwriting - sleeping box - sound systems (fitted as standard by manufacturer) - spare wheel cover - steering locks - tarpaulins - tools supplied as standard by the **vehicle** manufacturer or similar replacements (however, for **battery electric vehicles**, tools does not include charging parts) - tow bars - weather shield - winch. It also includes other vehicle accessories or modifications if we have agreed to insure them as part of your **vehicle** and they are specified in the **agreed schedule of vehicles**.

General Information

Changed:

- All references to "payment to you by cheque" have been removed