

# Motor Fleet Policy

Product Disclosure  
Statement

vero 

# Contents

<b>Welcome to Vero</b>	<b>2</b>
About your insurance policy	2
Your duty of disclosure	2
Cooling off period	3
Cancelling your policy	3
Privacy statement	3
Complaints resolution	5
General Insurance Code of Practice	6
Financial Claims Scheme	6
Updating information	6
Information about the cost of this insurance	6
Information about excesses payable	8
Paying your excess	8
Paying your premium	8
How the Goods and Services Tax (GST) affects this insurance	9
Transfer of interest	9
Other interests	9
Your responsibilities	10
Your cover	12
<b>Part 1 – Loss or damage to your vehicle</b>	<b>13</b>
Extra Covers	14
Additional Benefits	20
How we settle a claim under Part 1	24
Partial loss	25
<b>Part 2 – Legal liability</b>	<b>27</b>
What your vehicle also means	27
What is legal liability?	27
Extra Covers	29
Additional Benefits	30
How we settle a claim under Part 2	31
<b>Optional Benefit</b>	<b>32</b>
<b>Additional Policy Benefits</b>	<b>33</b>
<b>Application of excess</b>	<b>34</b>
<b>General Exclusions</b>	<b>36</b>
<b>Making a claim</b>	<b>40</b>
<b>Claim payment examples</b>	<b>42</b>
<b>Definitions</b>	<b>45</b>

# Welcome to Vero

Vero is a specialist provider of quality business insurance products and packages in Australia. Our mission is to help your business' success – whether you run a small business or a large corporation.

With over 180 years of experience providing quality insurance products in Australia, we're experts at helping business owners cover their risks and helping to secure the future of their business.

We offer our products exclusively through insurance brokers and authorised agents, because we believe that impartial, specialist advice is paramount when it comes to selecting business insurance. Vero has a great reputation in the industry, and we work closely with insurance brokers to help ensure we meet the unique needs of our many, varied clients.

Help protect your business, and your future, with an insurer that understands business.

Vero Insurance is a member of the Suncorp Group.

## Who is the insurer?

AAI Limited ABN 48 005 297 807 trading as Vero Insurance, AFS Licence No. 230859 is the insurer and issuer of this **Product Disclosure Statement (PDS)**.

## How to contact us

You may contact us:

- ▼ through your insurance adviser; or
- ▼ alternatively by writing to us at;  
Vero Insurance  
GPO Box 3999  
Sydney NSW 2001; or
- ▼ calling us on 13 18 13

# About your insurance policy

This **PDS** is an important legal document that has been designed to help you get the most out of your **policy**.

Your **policy** is a legal contract between you and us. The contract is based on the information you gave us when you applied for the insurance, and any subsequent information which you have supplied.

Your insurance **policy** is made up of this **PDS**, any **Supplementary PDS** we may send you, any **endorsements**, the **agreed schedule of vehicles** and the **schedule**. You should read all these documents together to tell you what we cover, what we exclude, what we pay to settle claims and other important information.

The General Exclusions listed on pages 36 to 39 apply to the whole **policy**.

You must pay the premium and any relevant government charges for the **period of insurance** and comply with all of the **policy** conditions. The commencement date and expiry date of the **period of insurance** is specified in your **schedule**.

In this **policy**:

- ▼ you/your means the Insured named in the schedule.
- ▼ we/our/us means AAI Limited ABN 48 005 297 807 trading as Vero Insurance ('Vero').

Some other words used in this **PDS** have defined meanings. These words are in **bold**. Most of the words we have defined are listed in the "Definitions" section on pages 45 to 47 of this **PDS**.

# Your duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- ▼ reduces the risk we insure you for;
- ▼ 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, 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.

## Cooling off period

You have the right to return the insurance **policy** or remove a part of the **policy** by notifying us in writing within 30 days of the date it was issued to you (“cooling off period”), unless you have a claim under the **policy** or that part of the **policy** within the cooling off period. If you return your **policy** or a part of the **policy** during the cooling off period, we will return the amount you have paid (including GST if applicable) for the **policy** or that part of the **policy**.

To cancel at other times, please see “Cancelling Your Policy” below.

## Cancelling your policy

You can cancel your **policy** at any time. You can specify a future date from which you would like to cancel your **policy**. If you do not specify a date then the cancellation takes effect on the date we receive your request. If you cancel your **policy**, we will refund the proportion of your premium for the unexpired **period of insurance** (including GST if applicable), less any non-refundable government charges, provided the refund is more than \$10 (GST inclusive).

We can cancel your **policy** when the law allows us to. If we cancel your **policy**, we will refund the proportion of your premium for the unexpired **period of insurance** (including GST if applicable), less any non-refundable government charges, provided the refund is more than \$10 (GST inclusive). If we cancel your **policy** due to fraud, we will not refund any money to you.

If we pay out a claim for a **total loss** on your vehicle by a payment to you, that cover ends. Any Part, Extra Cover, Additional Policy Benefit or Optional benefit for that cover also ends.

When your **policy** ends as a result of us paying out a claim for a **total loss** of your **vehicle** we will not refund any premium for an unexpired **period of insurance**.

## Privacy statement

AAI Limited trading as Vero Insurance is the insurer and issuer of your commercial insurance product, and is a member of the Suncorp Group, which we refer to as “the Group”.

### Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable.

We collect personal information so that we can:

- ▼ identify you and conduct appropriate checks;
- ▼ understand your requirements and provide you with a product or service;
- ▼ set up, administer and manage our products and services and systems, including the management and administration of underwriting and claims;
- ▼ assess and investigate any claims you make under one or more of our products;
- ▼ manage, train and develop our employees and representatives;
- ▼ manage complaints and disputes, and report to dispute resolution bodies; and
- ▼ get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

### What happens if you don't give us your personal information?

If we ask for your personal information and you don't give it to us, we may not be able to provide you with any, some, or all of the features of our products or services.

### How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations. We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in ‘Why do we collect personal information?’ in relation to products and services they may provide to you. They may also use your personal information to help them provide products and services to other customers, but they'll never disclose your personal information to another customer without your consent.

Under various laws we will be (or may be) authorised or required to collect your personal information. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Taxation Administration Act 1953, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended and includes any associated regulations.

We will use and disclose your personal information for the purposes we collected it as well as purposes that are related, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- ▼ other companies within the Group and other trading divisions or departments within the same company (please see our Group Privacy Policy for a list of brands/companies);
- ▼ any of our Group joint ventures where authorised or required;
- ▼ customer, product, business or strategic research and development organisations;
- ▼ data warehouse, strategic learning organisations, data partners, analytic consultants;
- ▼ social media and other virtual communities and networks where people create, share or exchange information;
- ▼ publicly available sources of information;
- ▼ clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- ▼ a third party that we've contracted to provide financial services, financial products or administrative services – for example:
  - ▼ Information technology providers,
  - ▼ administration or business management services, consultancy firms, auditors and business management consultants,
  - ▼ marketing agencies and other marketing service providers,
  - ▼ claims management service providers,
  - ▼ print/mail/digital service providers, and
  - ▼ imaging and document management services;
- ▼ any intermediaries, including your agent, adviser, a broker, representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;
- ▼ a third party claimant or witnesses in a claim;
- ▼ accounting or finance professionals and advisers;
- ▼ government, statutory or regulatory bodies and enforcement bodies;
- ▼ policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder;
- ▼ in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- ▼ Australia Financial Complaints Authority or any other external dispute resolution body;
- ▼ credit reporting agencies;
- ▼ other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;
- ▼ legal and any other professional advisers or consultants;
- ▼ hospitals and medical, health or wellbeing professionals;
- ▼ debt collection agencies;
- ▼ any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, e.g. your mother.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons or organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

### **Overseas disclosure**

Sometimes, we need to provide your personal information to – or get personal information about you from – persons or organisations located overseas, for the same purposes as in 'Why do we collect personal information?'.

The complete list of countries is contained in our Group Privacy Policy, which can be accessed at [www.vero.com.au/privacy](http://www.vero.com.au/privacy), or you can call us for a copy.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

### How to access and correct your personal information or make a complaint

You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group Privacy Policy.

The Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint. You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in 'Contact us' below.

#### Contact us

For more information about our privacy practices including accessing or correcting your personal information, making a complaint, or obtaining a list of overseas countries you can:

Visit: [www.vero.com.au/privacy](http://www.vero.com.au/privacy)

Speak to us directly by phoning us on: 1800 689 762

Email us at: [privacyaccessrequests@vero.com.au](mailto:privacyaccessrequests@vero.com.au)

## Complaints resolution

We are committed to:

- ▼ listening to what you tell us;
- ▼ being accurate and honest in telling you about our products and services;
- ▼ communicating with you clearly; and
- ▼ resolving any complaints or concerns you have in a fair, transparent and timely manner.

#### How to contact us with a complaint

If you experience a problem, are not satisfied with our products or services or a decision we have made, please let us know so that we can help. Contact us:

Telephone: 13 18 13

Email: via the "contact us" page on our website [www.vero.com.au](http://www.vero.com.au)

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

Telephone: 1300 264 470

Email: [idr@vero.com.au](mailto:idr@vero.com.au)

In writing: Vero Customer Relations Team  
PO BOX 14180  
Melbourne City Mail Centre VIC 8001

Customer Relations will contact you if they require additional information or if they have reached a decision.

When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

#### Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. Any determination AFCA makes is binding on us, provided you also accept the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has authority to hear certain complaints. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

By phone 1800 931 678

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

In writing: Australian Financial Complaints Authority,  
GPO Box 3, Melbourne VIC 3001

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

# General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice. You can get a copy of the Code from the Insurance Council of Australia website ([www.insurancecouncil.com.au](http://www.insurancecouncil.com.au)) or by phoning (02) 9253 5100 or 1300 728 228. 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.

## Financial Claims Scheme

In the unlikely event of an insurer becoming insolvent, a person entitled to claim under protected policies may be entitled to payment under the Financial Claims Scheme (FCS). Access to the scheme is subject to eligibility criteria.

Information about the FCS can be obtained from the APRA website at [www.fcs.gov.au](http://www.fcs.gov.au).

## Updating information

The information in this **PDS** was current at the date of preparation. We may update some of the information in the **PDS** that is not materially adverse from time to time without needing to notify you. You can obtain a copy of any updated information by calling 1300 888 071. We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a **Supplementary PDS** or replacement **PDS** which we will give you.

## Information about the cost of this insurance

The premium is the amount you pay us for this insurance and is specified in your schedule. The premium includes stamp duty, Goods and Services Tax (GST) and any other government charge or any levy that applies. The amount of these taxes and charges will be specified in your schedule.

The premium does not include any service or administration fee charged to you by your insurance intermediary.

If Optional Benefit 'Annual Vehicle Declaration' applies to your **policy**, your premium may be adjusted at the end of the **period of insurance**. Depending on the number and/or total **insured amount** of **vehicles** owned and operated by you at the end of the **period of insurance**, you may receive a refund of premium or you may be required to pay us additional premium. See page 32 for further details.

### How various factors may affect your premium

The following table is a guide to the significant factors which impact generally on your premium:

Factor	Lowers premium	Increases premium
Type of cover	Legal Liability only	Comprehensive
Type of vehicle	Low risk vehicle	High risk vehicle
Excess	Higher excess	Lower excess
Vehicle accessories	None specified	Items specified
Vehicle use	Low risk use	High risk use
Radius	Smaller radius of operation	Australia wide
Insured amount	Lower insured amount	Higher insured amount
Postcode	Low risk postcode	High risk postcode
Claims experience	Low claims experience	High claims experience
Occupation	Low risk occupation	High risk occupation
Our business considerations and other expenses of doing business including payments we make to intermediaries	Low expenses	High expenses
Endorsements	Reduces our risk or your cover	Increases our risk or your cover

When determining your premium we also take into account the age of the vehicle. This factor may lower or increase the premium depending on whether there is a higher chance of you making a claim and if so, for how much.

## Premium discounts

The discounts you qualify for will be included in your premium and will be applied before adding applicable government taxes and charges.

At times we may offer premium discounts to particular customers as part of a promotion or to take account of market conditions. The amount and type of discounts offered can change at any time before you take out this **policy**, or at your next renewal. We can vary or withdraw a discount at anytime. Changes will not affect the premium for an existing **policy** during its **period of insurance**.

## Why your premium can change

Your insurance premium can change during the **period of insurance** if the circumstances or risks covered by your **policy** change. For example, your premium will change if you change the use of the **vehicle** or the type of cover. Also, each time you renew your insurance your premium is likely to change, even if your personal or business circumstances have not changed. This is because premiums are affected by:

- ▼ the cost of claims we have paid to other customers;
- ▼ the cost of claims we expect to pay in the future;
- ▼ other commercial factors;
- ▼ any changes in government taxes or charges; and
- ▼ our business considerations and other expenses of doing business.

At renewal, we might decide to pass on all, or part of, any premium increase or decrease.

## Endorsements

Some **endorsements** to your **policy** may also affect how your premiums are calculated and when they need to be paid. **Endorsements** that may affect your premium include:

- ▼ Premium Endorsement – Unit Cost: This **endorsement** will adjust your premium at the end of the **period of insurance**. The amount of the adjustment will depend on the number of **vehicles** insured at the beginning of the **period of insurance** compared to the number of **vehicles** insured at the end of the **period of insurance**. This **endorsement** will only apply to the type of **vehicles** specified in your **schedule** with a 'Unit Premium'.
- ▼ Premium Adjustment Endorsement – Rise and Fall: This **endorsement** will adjust your premium during the **period of insurance**. The amount of the adjustment will depend on the movement in the total **insured amount** of your **vehicles**.
- ▼ Premium Adjustment Endorsement – Burning Cost: This **endorsement** will adjust your premium according to the amount of claims we incur during the **period of insurance**. The adjustments will occur on the dates specified as the 'Adjustment Periods' in your **schedule**.
- ▼ Premium Adjustment Endorsement – Claims Experience Discount (CED): You may receive a premium refund on the date specified in your **schedule** provided:
  - ▼ your **policy** is renewed for another 12 months after the end of the **period of insurance**; and
  - ▼ incurred claims for the **period of insurance** do not exceed the threshold as per the formula contained in the Premium Adjustment Endorsement – Claims Experience Discount (CED) specified in your **schedule**.

Other **endorsements** may affect your premium. You should refer to your **schedule** for details of the **endorsements** that apply to your **policy**.



## Information about excesses payable

An **excess** is your contribution to the cost of a claim for **loss, damage or legal liability**. If you make a claim, we will tell you if you need to pay an **excess**. You may be required to pay one or more **excesses**. For example, Additional Benefits may have their own **excess** which may be in addition to any **excess** that may apply to a claim.

The amount of the basic **excess** and the age or **inexperienced driver excess** (for all **vehicle** types other than prime movers) is specified in your **schedule**. The amount of each other **excess** (or where the amount can be found in this **PDS**) is shown on pages 34 and 35 of this **PDS**.

We take into consideration a number of factors when setting the amount of your basic **excess** and your age or **inexperienced driver excess**, such as:

- ▼ 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**;
- ▼ the **insured amount** of the **vehicle**;
- ▼ where and how the **vehicle** is used;
- ▼ the type of cover chosen; and
- ▼ your previous insurance and claims history.

We also take into consideration the following factors when setting the amount of your basic **excess**:

- ▼ the place where your **vehicle** is garaged; and
- ▼ any **endorsements** that apply to your **policy**.

Some **endorsements** may also affect the amount of an **excess**, when it is paid or impose additional **excesses**. **Endorsements** that affect **excesses** include, but are not limited to:

- ▼ Aggregate Deductible Endorsement. This **endorsement** may impose additional **excesses** if and when any Aggregate Deductible is fully exhausted.
- ▼ Non-accumulative Excess Endorsement. Your **policy** provides that all **excesses** are cumulative. If this **endorsement** applies to your **policy** and your **vehicle** is in articulated configuration at the time of the **event**, the basic **excess** applies to the configuration not each **vehicle** in the configuration.

Other **endorsements** may affect the **excesses**. You should refer to your **schedule** for details of the **endorsements** that apply to your **policy**.

## Paying your excess

You must pay the **excess** that applies to claims under your **policy**. We will tell you how to pay your **excess** and who to pay it to. Any **excess** that is applied to your claim must be paid in full prior to settlement of that claim.

When you make a claim there are three options for paying your **excess**:

- ▼ the applicable **excess** may be deducted from the amount we pay you under your claim;
- ▼ the **excess** may be paid in some instances to the appointed repairer or supplier; or
- ▼ you may pay the **excess** directly to us.

## Paying your premium

We will tell you how much you have to pay and how much time you have for payment.

You must pay your premium by the due date. For the first **period of insurance**, if you do not pay the premium owing by the due date, we can cancel your **policy**.

For renewals of policies paid annually, if you do not pay your premium by the due date, then you have no cover from the due date.

If you change your **policy**, you may be entitled to a partial refund of premium or be required to pay an additional premium.

Where a change to your **policy** results in a premium reduction, we will refund the amount by which your premium has reduced less any non-refundable government charges if the refund is more than \$10 (GST inclusive).

Where a change to your **policy** results in a premium increase, you will have to pay the amount by which your premium has increased (GST inclusive) as a condition of us accepting the change to your **policy**.

# How the Goods and Services Tax (GST) affects this insurance

The premium includes an amount on account of GST.

You must tell us about the input tax credit (ITC) you are entitled to for your premium and your claim, each time you make a claim. If you do not give us this information or if you tell us an incorrect ITC, we will not pay any GST liability you incur.

If your car is a **total loss** we will reduce any payment we make by an amount equal to your input tax credit entitlement, if any.

In all other circumstances our liability to you will be calculated taking into account any ITC to which you are entitled for any acquisition which is relevant to your claim, or to which you would have been entitled had you made a relevant acquisition.

In respect of your **policy**, where you are registered for GST purposes you should calculate the **insured amount** having regard to your entitlement to input tax credits. You should, therefore, consider the net amount (after all input tax credits) which is to be insured and determine an **insured amount** on a GST exclusive basis.

This outline of the effect of the GST on your **policy** is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to your circumstances.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

## The amount of cover

All limits and amounts covered are GST inclusive (unless your policy states otherwise). If the sum insured or the policy limit is not sufficient to cover your loss, we will pay the GST (less any relevant input credit tax entitlement) that relates to our proportion of your loss, less any **excess**.

## Transfer of interest

No interest in this **policy** can be transferred without our written consent.

## Other interests

Except where expressly stated in the **policy** the insurance cover provided by your **policy** will not extend to the interests of any third party unless you have notified us in writing of such interest, and we have agreed to record that interest in writing on your **schedule** or **agreed schedule of vehicles**.

## Third Party Beneficiaries

All third party beneficiaries must comply with the terms and conditions of your **policy**, including without limitation, Making a Claim and the requirement to notify us and give us details of any other insurance that insures any risk insured by this **policy**.

# Your responsibilities

You have the following responsibilities under your **policy**.

## Keeping us up to date

During the **period of insurance** and at each renewal you must tell us as soon as possible of any of the following changes (for which we may require you to pay an additional premium to maintain cover):

- ▼ any change in the nature or type of business you carry on, including its permanent discontinuance, insolvency or its being placed in administration, voluntary administration or having a receiver appointed
- ▼ details of any conversion or modification to your **vehicle** made by someone other than the manufacturer. For example, if you give your **vehicle** wider tyres or wheels, or lower its suspension;
- ▼ you change your address, your **vehicle**, your **vehicle's** garaged postcode or the way you use your **vehicle**; or
- ▼ any additional vehicle that you acquire, purchase, or lease, hire or borrow that is not of a similar type or kind of vehicle as specified in the **agreed schedule of vehicles**.

You must tell us at the commencement of your **policy** and at each renewal if you ('you' does not include an **authorised driver** unless they are also an insured) have been:

- ▼ declared bankrupt;
- ▼ unable to pay any debts or liabilities as they fell due;
- ▼ placed in administration, voluntary administration or had a receiver appointed;
- ▼ refused insurance or had any insurance cancelled or declined in the past 5 years; or
- ▼ convicted of a criminal offence relating to murder, firearms, arson, alcohol, drugs, burglary, housebreaking, theft, robbery, receiving stolen goods, fraud, criminal or wilful damage or injury or assault to anyone. However, these convictions do not need to be declared if the conviction is more than 3 years old.

If you do not notify us when you need to we may refuse to pay a claim or reduce the amount we pay (to the extent to which we are prejudiced in respect of the claim as a result of your delay in notifying us).

If we agree to the changes you tell us about, we will confirm this in writing. When you contact us to inform us of any of these above matters occurring or having occurred, we may need to agree with you that one of the following changes is made in order to continue your cover:

- ▼ impose an additional **excess**,
- ▼ charge extra premium; or
- ▼ apply a special condition to your **policy**.

In some cases, it may lead us to reduce or refuse to pay a claim or mean we can no longer insure you and we will cancel your **policy**.

## Taking care and reducing risk

You must:

- ▼ take steps to prevent or minimise **loss** or **damage** to your **vehicle**, for example:
  - ▼ move your **vehicle** away from rising waters including tides;
  - ▼ do not drive into water of a greater depth than it is designed for;
  - ▼ do not leave the keys in your **vehicle** while your **vehicle** is unattended or not secure;
  - ▼ obey signage displayed by local government authorities, traffic management companies and state emergency services when applicable.
- ▼ take care to prevent or minimise injury to another person or **damage** to another person's property;
- ▼ comply, as soon as reasonably possible with any request made by us for the protection or improvement of your **vehicle** or to reduce the likelihood of **personal injury, loss** or **damage to property**;
- ▼ comply with all laws, statutory obligations, by-laws, regulations and public authority requirements that concern the safe use of your **vehicle**, for example:
  - ▼ obey applicable and relevant road rules;
  - ▼ obey speed limits, warnings, signs, local directives and safety requirements;
  - ▼ convey and store goods in a legal manner in or on your **vehicle**;
  - ▼ load your **vehicle** in accordance with legal and safety requirements; and

▼ keep all your **vehicles** in a roadworthy condition, for example:

- ▼ replace worn out tyres;
- ▼ replace worn brakes;
- ▼ replace defective lights;
- ▼ fix paint, including clear coats;
- ▼ repair major scratches or dents.

If you do not comply with this condition we may refuse to pay your claim or reduce the amount we pay to the extent to which we are prejudiced in respect of the claim as a result of your non-compliance.

### Other insurance

In the event of a claim you must provide us with the details of any other insurance that covers the claim to enable us to exercise our right to seek contribution from the insurer of that other insurance.

### Admitting liability

You ('you' also means an **authorised driver**) must not admit liability for any loss, **damage** or injury, or settle or attempt to settle or defend any claim without our written consent.

### Our right to recover from those responsible

If you have suffered **loss** or **damage** or incurred a legal liability and you make a claim under this **policy** with us for that **loss, damage** or legal liability, then we have the right and you have permitted us to take action or start legal proceedings against any person or entity liable or, who would be liable to you for the recovery of your loss.

"Your loss" means your insured, underinsured or uninsured **loss** or **damage** or legal liability, costs, payments made and expenses with respect to which you have claimed under your **policy**. Any action or legal proceeding we take will be commenced either in your name, or in the name of any other person or entity that suffered your loss. We will have full discretion over the conduct and any settlement of the recovery action.

If you make a claim with us for your loss and you have already started action or legal proceedings against any person or entity liable or, who would be liable to you for your loss, then we have the right and you permit us to take over and continue that action or legal proceeding.

Where your loss forms part of any class or representative action which has not been started under our instructions, we have the right and you permit us to exclude your loss from that class or representative action for the purpose of us including it in any separate legal proceedings which are or will be started under our instructions.

You must provide us with all reasonable assistance, co-operation and information in the recovery of your loss. This assistance may include:

- ▼ providing a more detailed version of events, which may include completing a diagram or statement/affidavit;
- ▼ providing us with any documents required to prove your loss;
- ▼ providing copies of any photographs or footage of the incident available;
- ▼ lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when we cannot lodge one);
- ▼ attending court or meetings with our legal/other experts (only if required);
- ▼ providing evidence and documentation relevant to your claim and executing such documents, including signed statements and affidavits which we reasonably request.

We will pay for the cost of filing the police report and relevant searches to locate the third party. We will cover the costs you incur when having to attend court up to \$250 in total per claim.

You must not enter into any agreement, make any admissions or take any action or step that has the effect of limiting or excluding your rights and our rights to recover your loss, including opting out of any class or representative action, unless we have given you our prior written agreement. If you do, we may not cover you under this policy for your loss.

# Your cover

## Cover options

There are two different types of cover available for your **vehicles**, as detailed below. If your **vehicle** is insured for Comprehensive Cover, it will either have a monetary amount or the words 'market value' shown as its insured amount in the **agreed schedule of vehicles**. If neither a monetary amount or the words 'market value' are specified in the **agreed schedule of vehicles**, your **vehicle** is insured for Legal Liability Only, unless we have specifically agreed otherwise in writing.

Cover option	Description of cover provided
Comprehensive Cover	Part 1 and Part 2 apply
Legal Liability Only	Part 1 does not apply. Part 2 applies.

What we cover is described in the 'What we cover' sections in the following pages. What we do not cover is described in the 'What we exclude' sections in the following pages, the General Exclusions on pages 36 to 39 of this **PDS** and in any **endorsements** that apply to your **policy**.

You can ask us at any time to change the cover option for any **vehicle**. There may be an additional premium or a refund of premium which applies.

## Cover for additional vehicles

An additional vehicle is a vehicle that you acquire, purchase, or lease (but not hire or borrow) during the **period of insurance**. We automatically provide cover for any additional vehicle during the **period of insurance** provided you tell us about the additional vehicle within 30 days of getting it and pay any extra premium we request.

If we are unable to continue covering the additional vehicle, we will tell you and give you 14 days from the date we tell you so you can organise to insure the vehicle elsewhere. Cover of the additional vehicle will then end at 4:00pm 14 days after we have told you we are unable to continue covering the additional vehicle.

If you have only one type of cover option for your **vehicles**, we will automatically provide that cover option for any additional vehicle during the **period of insurance** (unless you tell us you want another cover option).

If you have **vehicles** insured with us for more than one type of cover option, we will automatically provide the cover option with the better cover for any additional vehicle during the **period of insurance** (unless you tell us you want another cover option).

The **insured amount** of any additional vehicle will be its **market value**. However, unless a higher amount is specified in your **schedule** for additional vehicles or we have agreed to insure an additional vehicle that is similar for a higher amount, the most we will pay for a claim under Part 1 involving an additional vehicle is:

- ▼ \$300,000 if your additional vehicle is a motorcycle, caravan, car, 4WD, utility or van of not more than 2 tonne carrying capacity; or
- ▼ \$500,000 for any other type of additional vehicle.

If Optional Benefit 'Annual Vehicle Declaration' applies to your **policy**, the requirement for you to tell us about any other type of additional vehicle within 30 days of you getting it only applies to those vehicles that exceed the 'additional vehicle' limits shown immediately above or any higher limits specified in your **schedule** or, to vehicles that are not of a similar type or kind of vehicle as specified in the **agreed schedule of vehicles**.

## Cover for two-wheel or box trailers

Additional Benefit 1 – 'Two-wheel or box trailers' provides cover of up to a limit of \$1,000 for **loss** or **damage** to your two-wheel or box trailer caused by an **event** during the **period of insurance**. You can ask us to insure your two-wheel or box trailer for more than \$1,000 under your **policy**. You may be required to pay an additional premium.

# Part 1 – Loss or damage to your vehicle

You can claim for **loss** or **damage** to your **vehicle** as described under 'What we cover' if:

- ▼ Your **vehicle** is insured for Comprehensive Cover;
- ▼ The **event** which causes the **loss** or **damage** happens during the **period of insurance**;
- ▼ The **loss** or **damage** occurs within Australia or its external territories;
- ▼ The **loss** or **damage** is not excluded by anything under 'What we exclude';
- ▼ The **loss** or **damage** is not excluded by any of the General Exclusions on pages 36 to 39; and
- ▼ The **loss** or **damage** is not excluded by any **endorsement**.

## ✓ What we cover

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

We do not cover:

### Loss or damage to tyres

**loss** or **damage** to tyres caused by punctures, bursts, **road** cuts or the application of brakes (except as covered in Extra Cover 14 – 'Tyre replacement').

### Vehicle deterioration

**loss** or **damage** due to neglect, wear and tear, weathering, rusting, mould, mildew, corrosion or depreciation.

### Accessories

any **vehicle** accessories other than those:

- ▼ stated within the definition of **vehicle**; or
- ▼ accessories specified by any **endorsement**.

### Charging Parts for battery electric vehicle

any charging parts, including wall-mounted charger, charging station, cable lock, ground mounting base, charging gun, charge check device, 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.

### Failure or breakdown

structural, mechanical, electrical or electronic failure or breakdown.

### Safeguarding your vehicle

**loss** or **damage** caused by your reckless failure, when safe to do so, to protect, prevent or diminish further **loss** or **damage** to your **vehicle** after:

- ▼ it breaks down (including when it overheats);
- ▼ it is **damaged** in an **event**; or
- ▼ you have been notified that your stolen **vehicle** has been found.

For example by moving your **vehicle** off the road, using the **vehicle's** hazard lights or advising us that your stolen **vehicle** has been found so that we can arrange for it to be recovered and you recognise that failing to take such steps is likely to lead to **damage** to your **vehicle** and you decide not to take steps to avert the risk of **damage** or take ineffective steps.

### Engine, gearbox and transmission

**damage** to your **vehicle's** engine, gearbox or transmission because it was driven in a **damaged** condition after an **event**, unless you were not aware this could lead to further **damage**, or you were acting to prevent further **loss** or **damage** such as driving it from a busy motorway.

### 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.

### Lawful seizure

**loss** or **damage** caused by or arising from any person or organisation who lawfully takes possession of your **vehicle**.

## Extra Covers

If your **vehicle** has Comprehensive Cover and as a result of an **event** we agree to pay a claim under Part 1 'Loss or damage to your vehicle', we will also pay or provide the following Extra Covers in relation to that claim.

We will not pay if the **loss, damage or legal liability** is excluded by any of the **policy** exclusions (to avoid doubt, including the exclusions in Part 1 and Part 2, the General Exclusions on pages 36 to 39 or any **endorsement**).

If we pay a claim under an Extra Cover, we will settle your claim in accordance with that Extra Cover. For the Extra Covers 2 - 'Personal effects', 3 - 'Death of driver', 4 - 'Personal accident', 5 - 'Emergency repairs', 6 - 'Emergency travel', 7 - 'Emergency accommodation' and 9 - 'Vehicle modifications' (see below) we will only settle the claim by paying you. This means that we will not repair or replace or arrange for a service (e.g. emergency accommodation).

We will pay you.

### 1. New vehicle after total loss

#### ✓ What we cover

This Extra Cover applies when:

- ▼ your **vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity, prime mover, trailer or rigid body truck;
- ▼ your vehicle is a **battery electric vehicle**, which 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**;
- ▼ because of the **event** the vehicle is a **total loss**;
- ▼ you are the first registered owner of your **vehicle**.
- ▼ 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
- ▼ anyone who financed your **vehicle** provides us with written consent; and
- ▼ the new replacement vehicle is available in Australia.

When this Extra Cover applies, at your choice, we will;

- ▼ replace your **vehicle** with a new replacement vehicle of the same make, model and series to your **vehicle** provided a new replacement vehicle is available within 90 days of your **vehicle** being declared a **total loss**; or
- ▼ if a new replacement vehicle is not available at all within that time, we will provide you with a new replacement vehicle that is available within the time stated above and which is a similar make and model to your **vehicle** (including similar accessories, modifications, tools and spare parts); and
- ▼ pay for the initial registration, compulsory third party (CTP) or Motor Accident Injuries (MAI) insurance, delivery and stamp duty costs for the new replacement vehicle.

If;

- ▼ you choose not to accept a new replacement vehicle; or
- ▼ an agreement cannot be reached between us on a new replacement vehicle; or
- ▼ a new replacement vehicle cannot be provided within 90 days of your **vehicle** being declared a **total loss**,

we will pay you the original purchase price which you paid for your **vehicle** including any registration, CTP or MAI insurance, delivery and stamp duty costs included in the contract of sale for your **vehicle**.

If your **vehicle** is a prime mover, trailer or rigid body truck we will not cover more than 112.5% of the:

- ▼ insured amount of your vehicle; or
- ▼ purchase price of your **vehicle** if the Optional Benefit 'Annual Vehicle Declaration' applies to your **policy** and the **vehicle** was newly acquired, purchased or leased during the **period of insurance** and it is not specified in the **agreed schedule of vehicles**.

## ✘ What we exclude

This Extra Cover does not apply if:

- ▼ your **vehicle**:
  - ▼ has a stock, tanker or vacuum application,
  - ▼ is a concrete agitator vehicle;
  - ▼ is a garbage compactor;
  - ▼ is a concrete pumping truck or trailer; or
  - ▼ is any other specialised rigid vehicle body type;
- ▼ the **agreed value endorsement** applies to your **vehicle**; or
- ▼ we have made a payment under Extra Cover 12 or Extra Cover 13 of Part 1.

## 2. Personal effects

### ✔ What we cover

- ▼ We will pay the costs of repair or replacement of your or the **authorised driver's personal effects** if the **personal effects** are **damaged** or lost as a result of your **vehicle** being:
  - ▼ **damaged** as a result of the **event**; or
  - ▼ stolen as a result of forcible entry to your **vehicle**.

The most we will pay under this Extra Cover for any one (1) **event** is:

- ▼ \$1,000 if your **vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity;
- ▼ \$2,500 if your **vehicle** is any other vehicle type not specified above.

### ✘ What we exclude

We will not pay for **personal effects** insured under another insurance policy, unless you entered into that policy in your own name.

## 3. Death of driver

### ✔ What we cover

If you or the **authorised driver** of your **vehicle** sustains a fatal injury during an **event** covered under Part 1 during the **period of insurance**, for any one (1) **event** we will pay:

- ▼ \$5,000 to the estate of the deceased driver; and
- ▼ up to \$5,000 to members of the deceased driver's immediate family for any one (1) **event** for reasonable travel costs within Australia and its external territories for members of the deceased driver's immediate family to attend the deceased driver's funeral.

This benefit will not be reduced by any accident compensation.

### ✘ What we exclude

We will not pay:

- ▼ any claim if the death happens:
  - ▼ more than 12 months from the date of the **event**; or
  - ▼ because the driver committed suicide.
- ▼ any claim if we have paid an amount under Extra Cover 4 – 'Personal accident' in respect of the same driver.



#### 4. Personal accident

##### ✓ What we cover

We will pay under this Extra Cover if your **vehicle** was being driven by you or any **authorised driver** and, as a direct and sole result of the **event**, the driver:

- ▼ permanently and totally loses sight in one or both eyes; or
- ▼ permanently and totally loses the efficient use of one or both hands or one or both feet.

The most we will pay under this Extra Cover for any one (1) **event** is \$5,000.

We will pay the driver.

The driver's entitlement to any benefit under any other insurance or statutory scheme will not reduce any amount payable under this Extra Cover.

##### ✗ What we exclude

We will not pay:

- ▼ any claim if the permanent and total loss happens:
  - ▼ more than 12 months after the **event**; or
  - ▼ because the driver attempted to commit suicide.
- ▼ any claim if we have paid an amount under Extra Cover 3 – 'Death of driver'.

#### 5. Emergency repairs

##### ✓ What we cover

We will pay the reasonable costs of **emergency repairs** incurred by you if they are necessary in order to get your **vehicle** to your destination or a repairer after the **event**.

The most we will pay under this Extra Cover for any one (1) **event** is:

- ▼ \$500 if your **vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity; or
- ▼ \$5,000 if your **vehicle** is any other vehicle type not specified above.

If you need **emergency repairs** we give you the authority to arrange these matters on our behalf. You should ensure that before the **emergency repairs** are carried out, where reasonably practicable, photographic images of the **damage** are recorded and can be provided to us so that we can establish the condition of your **vehicle** prior to the repairs. You are required to produce reasonable evidence of the costs incurred if we ask for them. Reasonable evidence may include tax invoices or receipts.

#### 6. Emergency travel

##### ✓ What we cover

If your **vehicle** becomes unroadworthy or unsafe to drive following an **event**, we will pay the reasonable costs of emergency travel for you or the **authorised driver** and any **vehicle** occupants.

The most we will pay under this Extra Cover for any one (1) **event** is \$2,250.

If you need emergency travel we give you the authority to arrange these matters on our behalf. You are required to produce reasonable evidence of the costs incurred if we ask for them. Reasonable evidence may include tax invoices or receipts.

#### 7. Emergency accommodation

##### ✓ What we cover

If your **vehicle** becomes unroadworthy or unsafe to drive following an **event**, we will pay reasonable costs of emergency accommodation:

- ▼ for you or the **authorised driver** if the **event** was more than 100km from your home or the **authorised driver's** home;
- ▼ if your **vehicle** is an unregistered on-site caravan and it is **damaged** by the **event**, provided that it is your only home and you are not able to live in it as a result of the **damage**.

The most we will pay under this Extra Cover for any one (1) **event** is \$2,250.

You are required to produce reasonable evidence of the costs incurred if we ask for them. Reasonable evidence may include tax invoices or receipts.

## 8. Removal of debris

### ✓ What we cover

If you are liable to pay the cost of cleaning up or removing goods that have fallen off your **vehicle** because it was in a collision or it overturned, we will pay those reasonable costs. You are required to produce reasonable evidence of the costs incurred if we ask for them. Reasonable evidence may include tax invoices or receipts.

The most we will pay under this Extra Cover for any one (1) **event** is \$25,000.

## 9. Vehicle modifications

### ✓ What we cover

We will pay the necessary costs of modifying your **vehicle** for any driver of your **vehicle** who is permanently disabled following the **event**.

The most we will pay under this Extra Cover for any one (1) **event** is \$3,000.

## 10. Towing and storage

### ✓ What we cover

We will pay the reasonable costs of towing your **vehicle** to one of the following locations, when as a result of an **event** your **vehicle** cannot be driven to one of these locations:

- ▼ an assessing centre or repair facility;
- ▼ a **recommended repairer** that we nominate; or
- ▼ a repairer we agree to.

We will also pay the reasonable costs of storing your **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.

If you withdraw your claim or we refuse to accept it, you must refund us any payments for towing or storage we have already made if we ask you to.

### ✗ What we exclude

We do not cover:

- ▼ storage costs for any period before your claim is lodged (unless it was not reasonably possible for you to lodge the claim at the time of the **event**) or after your claim is settled or declined and it is reasonably possible to access the storage facility to remove your **vehicle** so as not to incur further storage costs.

## 11. Hire vehicle after theft

### ✓ What we cover

We will pay

- (a) the reasonable cost of hiring a vehicle of similar make and model to your **vehicle** from our provider, if our provider has such a vehicle available (and is within a reasonable distance of your location); or
- (b) the reasonable cost incurred by you of hiring a vehicle of a similar make and model to your **vehicle**, if there is no such vehicle available from one of our providers within a reasonable distance of your location,

if your **vehicle** is stolen and either not found or is found but is not drivable.

We will cover this cost for up to thirty (30) days. This cover stops before the thirty (30) day limit if and when:

- ▼ your **vehicle** is returned undamaged;
- ▼ we repair your **vehicle** and return it to you; or
- ▼ we have settled your claim.

You are required to produce reasonable evidence of the costs incurred if we ask for them. Reasonable evidence may include tax invoices or receipts.

If you withdraw your claim or we refuse to accept it, you must refund us any payments for the hire vehicle we have already made if we ask you to.

Please see Additional Benefit 3 – ‘Hired vehicle’ for details of the cover provided when you hire a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity

The most we will pay under this Extra Cover for any one (1) **event** is:

- ▼ \$3,000 if your **vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity; or
- ▼ \$10,000 if your **vehicle** is any other vehicle type not specified above.

### ✗ What we exclude

We will not pay:

- ▼ any running costs and extras of the hire vehicle, including paying the deposit, security bond, fuel, upgrade costs or excess reduction costs; or
- ▼ any costs for any period you continue to use the hire vehicle after this Extra Cover stops.

## 12. Lease payout – motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity

### ✓ What we cover

If your **vehicle** is a **total loss**, we will pay the difference when the amount owing by you under a lease or a hire purchase agreement is greater than the **market value** of your **vehicle**, less:

- ▼ any amounts or interest in arrears at the time of the **loss** or **damage**; and
- ▼ discounts in respect of finance charges or interest for the unexpired term of the financial agreement.

The most we will pay under this Extra Cover is 20% of the **market value** of your **vehicle**.

### ✗ What we exclude

We will not pay any claim under this Extra Cover if:

- ▼ the **agreed value endorsement** applies to your **vehicle**;
- ▼ your **vehicle** was purchased via a personal loan or line of credit; or
- ▼ we have replaced your **vehicle** or made a payment under Extra Cover 1 – ‘New vehicle after total loss’ for the same **event**.

### 13. Lease payout – vehicles other than those referred to in Extra Cover 12

#### ✓ What we cover

If your **vehicle** is a **total loss**, we will pay the difference when the amount owing by you under a lease or a hire purchase agreement is greater than the **market value** of your **vehicle**, less:

- ▼ any amounts or interest in arrears at the time of the **loss** or **damage**; and
- ▼ discounts in respect of finance charges or interest for the unexpired term of the financial agreement.

The most we will pay under this Extra Cover is 12.5% of the:

- ▼ **insured amount** of your **vehicle**; or
- ▼ purchase price of your **vehicle** where the Optional Benefit 'Annual Vehicle Declaration' applies to your **policy** and the **vehicle** was newly acquired, purchased or leased during the **period of insurance** and it is not specified in the **agreed schedule of vehicles**.

#### ✗ What we exclude

We will not pay any claim under this Extra Cover if:

- ▼ the **agreed value endorsement** applies to your **vehicle**;
- ▼ the **loss** or **damage** to your **vehicle** was caused by fire or theft;
- ▼ your **vehicle** was purchased via a personal loan or line of credit; or
- ▼ we replaced your **vehicle** or made a payment under Extra Cover 1 – 'New vehicle after total loss' for the same **event**.

### 14. Tyre replacement

#### ✓ What we cover

If any tyre on your **vehicle** cannot be used as a direct result of the **event**, we will pay the reasonable cost to replace the tyre with a tyre of similar make and specification.

#### ✗ What we exclude

We will not pay:

- ▼ when the condition of the **damaged** tyre's remaining tread means that the tyre does not conform with legal requirements; or
- ▼ for the replacement of a tyre that was recapped or a retread.

# Additional Benefits

If your **vehicle** has Comprehensive Cover the following Additional Benefits will apply during the **period of insurance**.

We will not pay if the **loss, damage or legal liability** is excluded by any of the **policy** exclusions (to avoid doubt, including the exclusions in Part 1 and Part 2, the General Exclusions on pages 36 to 39 or any **endorsement**).

If we pay a claim under an Additional Benefit, we will settle your claim in accordance with that Additional Benefit. For the Additional Benefits 2 - 'Locks and keys' and 5 - 'Theft of certain vehicle accessories' (see below) we will only settle the claim by paying you. This means that we will not repair or replace or arrange for a service.

We will pay you.

## 1. Two-wheel or box trailer

### ✓ What we cover

When your two-wheel trailer or box trailer is not listed in the **agreed schedule of vehicles** and is attached to or being towed by your **vehicle**, we will cover **loss or damage** to your trailer caused by an **event** during the **period of insurance**.

The most we will pay under this Additional Benefit for any one (1) **event** is \$1,000.

Note: If we agree, you can insure your trailer for more than \$1,000 if you insure it as a separate insured **vehicle** under your **policy**.

### ✗ What we exclude

We will not pay any claim under this Additional Benefit if your two-wheel or box trailer is insured as a separate vehicle under your **policy**.

### Excess

No **excess** is payable for any claim under this Additional Benefit.

## 2. Locks and keys

### ✓ What we cover

We will pay the cost of replacing the keys or re-coding your **vehicle's** locks if, during the **period of insurance**, the keys to your **vehicle**:

- ▼ have been stolen (even if your **vehicle** was not);
- ▼ have been **damaged** or lost after an **event** as a result of which we have paid a claim under Part 1; or
- ▼ may have been duplicated and there are reasonable grounds to believe so.

The most we will pay under this Additional Benefit for any one (1) **event** is \$5,000.

### Excess

The basic **excess** applicable to your **vehicle** applies to any claim under this Additional Benefit.

### 3. Hired vehicle

#### ✓ What we cover

If you hire a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity and you:

(a) do not insure it with the hiring company, we will pay for:

- ▼ theft, **loss** or **damage** to that hire vehicle during the **period of insurance**; and
- ▼ your or the **authorised driver's legal liability** for another person's **personal injury** or **damage** to another person's property in the **period of insurance** which you or the **authorised driver** cause while driving or in control of the hired vehicle.

(b) do insure it with the hiring company for theft, **loss** or **damage** or **legal liability**, we will cover any excess you are required to pay to the hiring company under that insurance for theft, **loss** or **damage** to that hire vehicle during the **period of insurance**.

The most we will pay under this Additional Benefit for any one (1) **event**:

- ▼ in respect of (a) above, is up to \$40,000 in total for the theft, **loss** or **damage** to the hire vehicle; or
- ▼ in respect of (b) above, the hire vehicle excess.

#### Excess

An **excess** of \$500 (unless another amount is specified in any **endorsement**) applies to any claim under this Additional Benefit.

### 4. Recovery costs – no damage

#### ✓ What we cover

If your **vehicle** is immobilised, bogged or stranded, in the **period of insurance**, even if there is no **damage** to your **vehicle** we cover the reasonable cost of extricating or moving it so that it is no longer immobilised, bogged or stranded.

The most we will pay under this Additional Benefit for any one (1) **event** is \$5,000.

You are required to produce reasonable evidence of the costs incurred if we ask for them. Reasonable evidence may include tax invoices or receipts.

#### ✗ What we exclude

We will not pay:

- ▼ any claim where your **vehicle** is immobilised, bogged or stranded solely as a result of **vehicle** failure or breakdown.

This Additional Benefit does not cover any recovery costs after your **vehicle** has been removed to a place of safety.

#### Excess

The basic **excess** applicable to your **vehicle** applies to any claim under this Additional Benefit.

## 5. Theft of certain vehicle accessories

### ✓ What we cover

We will pay the reasonable cost to replace any of the following accessories that would normally be attached to or in or on your **vehicle** if they are stolen during the **period of insurance**, even if the theft occurs while they are not attached to your **vehicle**, or if they are not specified in the **agreed schedule of vehicles**:

Buckets	Post hole borer
Chain trencher	Ramps
Hammer	Ripper
Laser	Rock breaker
Pallet forks	Sweeper

### ✗ What we exclude

We will not cover theft of the accessories listed in "What we cover" if upon request by us:

- ▼ you do not give us reasonable evidence of the value of the accessories so that we can establish that the **insured amount** reflects the value of your **vehicle** plus the accessories; or
- ▼ you cannot provide reasonable evidence that you owned the accessories.

Reasonable evidence or proof may include photographs, sales receipts, tax invoices, accounts and bank or credit card statements that provide a detailed description of the accessory and show the purchase price, date and location.

### Excess

You must pay the basic **excess** applicable to your **vehicle** for any claim under this Additional Benefit, unless you have already paid the **excess** applicable to your **vehicle** because it was also stolen in the **event**.

## 6. Vehicles being test driven by you

### ✓ What we cover

If a vehicle is being demonstrated to you or test driven by you or your **authorised driver** during the **period of insurance**, we will cover your or your **authorised driver's legal liability** for:

- ▼ theft, **loss** or **damage** to that vehicle; and
- ▼ another person's **personal injury** or **damage to property** in connection with the use of that vehicle.

The most we will pay in total under this Additional Benefit for liability for theft of, **loss** or **damage** to the demonstration or test driven vehicle is \$100,000 any one (1) **event**.

The most we will pay in total under this Additional Benefit for another person's **personal injury** or **property damage** in connection with the use of that vehicle is the amount set out in 'Limits to what we pay' in Part 2 of this Policy.

### ✗ What we exclude

We will not pay if the demonstration or test driven vehicle is:

- ▼ a customer's vehicle; or
- ▼ being test driven for the purpose of repair, restoration or modification.

### Excess

No **excess** is payable for any claim accepted under this Additional Benefit.

## 7. Non-owned trailer in control

### ✓ What we cover

If your **vehicle** is a prime mover or rigid body truck of 2 tonne carrying capacity or more, we will pay for **loss or damage** in the **period of insurance** to a trailer you do not own, lease or hire when:

- ▼ the trailer was in your legal possession or control at the time the **loss or damage** occurs; and
- ▼ you or an **authorised driver** were using it in conjunction with your **vehicle**.

The most we will pay under this Additional Benefit for any one (1) **event** is \$100,000, regardless of the number of trailers **your vehicle** may have under its control at the time of the **event**.

### ✗ What we exclude

We will not pay:

- ▼ for **loss or damage** to goods or property being carried by the trailer; or
- ▼ when your **schedule** shows that this Additional Benefit does not apply to you.

### Excess

You must pay us an **excess** of \$2,500 (unless another amount is specified in any **endorsement**) for any claim under this Additional Benefit. This **excess** is additional to any **excess** payable for your **vehicle**.

## 8. Windscreen excess waiver

### ✓ What we cover

If your **vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity, you will not have to pay any **excess** for a windscreen or window glass claim. This includes any incidental **damage** to the bodywork of the **vehicle** as a result of the **damage** to the windscreen or window glass.

### ✗ What we exclude

This **excess** waiver will not apply if the windscreen or window glass has been **damaged** because of an **event** that has caused other **loss or damage** to your **vehicle**, and you are claiming for that **loss or damage**.

## 9. 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.



## How we settle a claim under Part 1

If your claim is covered under Part 1, we will either pay you for a **partial loss** or a **total loss**. This is determined by whether your **vehicle** would be uneconomical or unsafe to repair, including where the combined repair costs and salvage value are likely to be more than the value of your **vehicle** or when your **vehicle** has been stolen and not recovered within fourteen (14) days of reporting its theft to us and we accept your claim for theft of your **vehicle**. We will also have regard to the law in relation to what is considered a write-off that applies in your State or Territory when determining whether your **vehicle** is to be written off.

If a claim for **legal liability** is covered under any Additional Benefit in this Part, the "Limits to what we pay" in Part 2 will also apply unless specified otherwise.

### Total loss

Your **vehicle** is a **total loss** if it is stolen and not recovered after fourteen (14) days of you reporting its theft to us and we accept your claim for theft of your **vehicle**, or your **vehicle** is uneconomical or unsafe to repair, including where the combined repair costs and salvage value are likely to be more than the value of your **vehicle**. We will also have regard to the law in relation to what is considered a write-off that applies in your State or Territory when determining whether your **vehicle** is to be written off.

If your **vehicle** is a **total loss** and the conditions applying to Extra Cover 1 – 'New vehicle after total loss' are met, we will settle your claim with a new replacement vehicle or by a payment, as provided for in Extra Cover 1. Where Extra Cover 1 – 'New vehicle after total loss' does not apply, we will settle your claim in one of the following ways:

#### A. Insured Amount

If the **insured amount** of your **vehicle** is specified in the **agreed schedule of vehicles** as 'market value', we will pay you the **market value** of your **vehicle**.

If the **insured amount** of your **vehicle** is specified in the **agreed schedule of vehicles** as a dollar amount, we will pay you the lesser of that dollar amount or the **market value** of your **vehicle**.

For example, where the **insured amount** of your **vehicle** has been specified in the **agreed schedule of vehicles** as \$60,000 and your **vehicle** is involved in an **event** that could lead to your **vehicle** being declared a **total loss**, it will be examined and details recorded such as general condition, fixtures, fittings and kilometres travelled. If, due to the poor condition of your **vehicle**, excessive kilometres travelled, wear and tear and rust, the **market value** is calculated as \$40,000, we will pay you this lesser amount.

Where your **vehicle** is not specified in the **agreed schedule of vehicles** (because it is an additional vehicle as defined in 'Cover for additional vehicles' on page 12 or Optional Benefit - Annual Vehicle Declaration' applies), we will pay you the **insured amount**.

The **insured amount** of your **vehicle** includes accessories within the definition of your **vehicle** plus any accessories or modifications we have agreed to.

Any **excess** you must pay is deducted from the amount we pay.

If we pay the **insured amount** as a result of a **total loss**, then your cover for that **vehicle** comes to an end. Any Extra Cover, Additional Benefit or Optional Benefit for that cover also ends. There will be no refund of the premium for the unexpired **period of insurance**.

#### B. Agreed Value

If the **agreed value endorsement** applies to your **vehicle**, we will pay you the **agreed value**.

The **agreed value** of your **vehicle** includes accessories within the definition of your **vehicle** plus any accessories or modifications we have agreed to.

The **agreed value** is the most we will pay for theft, loss of, or **damage** to, your vehicle. We will not deduct any input tax credit (ITC) from the amount of **agreed value** specified on your **policy schedule**.

Any **excess** you must pay is deducted from the amount we pay.

If we pay the **agreed value** as a result of a **total loss**, then your cover for that **vehicle** comes to an end. Any Extra Cover, Additional Benefit or Optional Benefit for that cover also ends. There will be no refund of the premium for the unexpired **period of insurance**.

### Settlement conditions applicable if your vehicle is a total loss

We will deduct any unpaid premium from any amount that we pay you for a **total loss**.

Your **vehicle**, or salvage of your **vehicle** including any unexpired premium, registration and Compulsory Third Party (CTP) insurance or Motor Accident Injuries (MAI) insurance, unless the law requires otherwise, becomes our property when we pay you for the **total loss**.

Where you are entitled or required by law to obtain a refund for unused registration or CTP or MAI insurance, we will deduct those amounts from what we pay you for the **total loss**. If we are unable to collect any unexpired registration or CTP or MAI insurance ourselves, you must provide reasonable assistance to help us to do so if we ask.

If another party (e.g. a bank or finance provider) has an interest in your **vehicle** and your **vehicle** is a **total loss**, we pay them (instead of you) what you owe them up to the amount you are entitled to under this **policy**. If this amount is less than the full amount payable under the **policy**, we pay you the balance.

When we replace your **vehicle** or pay you for the **total loss**, your **vehicle** salvage becomes our property. If another party (e.g. a bank or finance provider) is entitled to the salvage of your **vehicle**, we will pay you or them the **agreed value** or **insured amount** (whichever applies to your **policy**), less our estimate of the salvage value, less any **excess** and unpaid premium.

For an example of how we settle a **total loss** claim, see pages 42 and 43 of this **PDS**.

### **Partial loss**

If your **vehicle** is a **partial loss**, we will do the following (depending on the exact circumstances of the claim):

- ▼ repair the **damage** or replace the **damaged** parts of your **vehicle** using a **recommended repairer**, or you may choose your own repairer. If you choose your own repairer, we will authorise repairs for the amount of the **assessed quote** from your repairer; or
- ▼ pay you the amount of the **assessed quote** from a **recommended repairer** when a **recommended repairer** is able to complete the repair of the **damage** or replace the **damaged** parts of your **vehicle**, but you request a cash settlement; or
- ▼ pay you the amount of the **assessed quote** from your repairer if a **recommended repairer** cannot complete the repair of the **damage** or replace the **damaged** parts of your **vehicle**, or if we do not authorise repairs based upon your repairer's quote.

If we settle your claim by paying you the amount of the **assessed quote** and you do not carry out the repairs to your **vehicle** it may lead us to reduce or refuse to pay any subsequent claim by you in respect of that particular **vehicle**.

For an example of how we settle a **partial loss** claim, see page 43 of this **PDS**.

### **Choice of repairer and parts policy**

If your **vehicle** is a **partial loss**, we can arrange repair of your **vehicle** with a **recommended repairer** if one is available, or alternatively you can choose your own repairer and we will authorise repairs for the amount of the **assessed quote** from your repairer. Where we are able to provide you with access to one of our **recommended repairers**, we will offer you a choice if there is more than one in your area. However, we may only be able to nominate one **recommended repairer** if there are no others available. If we are unable to provide you with access to one of our **recommended repairers**, we will require you to choose your own repairer.

When we authorise repairs with a **recommended repairer** or your own repairer, we will:

- ▼ authorise the repair of your **vehicle** to the same or reasonably similar condition and standard immediately before the **event**;
- ▼ except for windscreens and window glass, authorise only the use of new parts or where available parts which are consistent with the age and condition of your **vehicle** (which may include using reusable parts where available);
- ▼ replace damaged windscreen or window glass with glass which may not be produced by the original manufacturer but will meet Australian Design Rules;
- ▼ authorise only the use of manufacturer's approved parts if your **vehicle** is under standard new vehicle warranty, but not when your **vehicle** has an extended warranty, or for windscreen, window glass or radiator and air conditioning parts replacement. In the case of radiators and air conditioning systems parts produced by genuine parts suppliers may be used;
- ▼ if the same part as a damaged part is not available, we will pay you the **market value** of the obsolete part;
- ▼ not pay for the replacement of undamaged parts which includes items that are part of a whole set when the **loss** or **damage** occurred to only part of the set (such as alloy wheels); and
- ▼ guarantee the quality of materials and workmanship in respect of the repairs for the life of the **vehicle**. See 'Lifetime guarantee for repairs' below.

Any repairer we authorise to repair your **vehicle** 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 themselves.

If you choose your own repairer and we do not authorise repairs for the amount of the **assessed quote** from your repairer, we:

- ▼ will pay you an amount equal to the **assessed quote** from your repairer; and
- ▼ will not provide any guarantee for the quality of materials and workmanship in respect of the repairs.

We are not responsible for the costs which occur because of delays in delivery of parts. If a part is not available in Australia, we will pay the cost of surface freight from the nearest reasonable source of supply.

You are responsible for the cost of any air-conditioning refit, re-gas or modification required by law.

If we:

- (i) pay you the amount of the **assessed quote** from a **recommended repairer** because a **recommended repairer** is able to complete the repairs or replace the **damaged** parts of your **vehicle** but you have requested a cash settlement; or

(ii) pay you the amount of the **assessed quote** from your repairer because a **recommended repairer** cannot complete the repairs or replace the **damaged** parts of your **vehicle**,

we also do not authorise the repairs. We will not provide any guarantee for the quality of materials and workmanship in respect of the repairs.

### Contribution to repair work

You may have to contribute to the cost of replacing or repairing tyres, engines, accessories, modifications, paintwork, bodywork, radiators, batteries, interior trims, or caravan annexes affected by neglect, wear and tear, weathering, rust, mould, mildew or corrosion ('pre-existing damage'). How much you are required to contribute will depend on how affected by such pre-existing damage these items were when the **damage** happened.

If you do not want to contribute to this cost and the repairs cannot be carried out due to the pre-existing damage, instead of carrying out the repairs:

- (i) if we have obtained a quote from a **recommended repairer** (and you have not obtained a quote from your repairer) we will pay you the amount of the **assessed quote** from our repairer, excluding the cost to replace or repair the pre-existing damage; or
- (ii) if you have obtained a quote from your repairer that includes the cost to replace or repair the pre-existing damage, we will pay you the amount of the **assessed quote** from your repairer excluding the cost to replace or repair the pre-existing damage.

We will subtract any **excess** that may apply.

For an example of how we settle a **partial loss** claim, see page 43 of this **PDS**.

### Lifetime guarantee for repairs

If we authorise repairs for your **vehicle**, we will guarantee the repairs against any defect due to workmanship or faulty material for the life of your **vehicle**. The parts used in any lifetime guarantee repairs to a **vehicle** will be the same as those explained in 'Choice of repairer' above. If you are concerned about the quality of the repairs to a **vehicle**, you must call us and make your **vehicle** available to us. You must not authorise any rectification work without our written authority.

We will inspect the repair and arrange any necessary rectification work. If it would not be safe or economical to carry out the rectification work required, the **vehicle** will be declared a **total loss** and we will pay you an amount under (A) - 'Insured Amount' or (B) - 'Agreed Value' (see page 24), whichever applies to your **vehicle**.

If we pay you the amount of the **assessed quote** we do not authorise repairs and you will not be entitled to the lifetime guarantee on repairs that we do not authorise.

### Vehicle identification

Where your **vehicle's** identification, such as its compliance, build or VIN plate or label, has been **damaged**, we will try to source a replacement from its manufacturer. If we cannot source it for you, we will attempt to obtain a letter from the manufacturer to confirm your **vehicle's** identity and that its original identification has been **damaged**. We will still repair your **vehicle** without replacing any damaged identification, unless an alternative form of identification is required by law.

### Underinsurance Condition

If at the time of the **event**, your **vehicle** was insured for less than 80% of its **market value** and because of the **event** your **vehicle** is:

- ▼ a **total loss**, we will not apply this underinsurance condition; or
- ▼ a **partial loss**, we will pay the same proportion of the **loss** as the **insured amount** bears to 80% of the **market value** of your **vehicle**.

For an example of how we settle a **partial loss** claim where the underinsurance condition applies, please see page 44 of this **PDS**.

In assessing the amount we pay, prime movers and attached trailers and dollies are regarded as separate and distinct insured **vehicles**.

This underinsurance condition does not apply if your **vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.

## Part 2 – Legal liability

### What your vehicle also means

For the purposes of Part 2, your **vehicle** also means:

- ▼ a trailer;
- ▼ a caravan, or
- ▼ another vehicle which has broken down; that is being towed by your **vehicle** or a **substitute vehicle** legally and not for reward; and
- ▼ a **substitute vehicle**.

### What is legal liability?

**Legal liability** means that:

- ▼ you;
- ▼ an **authorised driver**;
- ▼ a passenger in your **vehicle**; or
- ▼ your employer, principal or business partner,

are legally liable to pay compensation for:

- ▼ **loss or damage to property** owned or controlled by someone else; or
- ▼ **personal injury** to another person (but only where the **legal liability** is not covered or capable of being covered by any compulsory third party insurance or public liability insurance unless you entered into that public liability insurance policy in your own name),

caused by an **event** which occurs during the **period of insurance** in Australia or its external territories.

You can claim for **legal liability** made against the persons named above as described under 'What we cover', if:

- ▼ the **event** giving rise to that **legal liability** was not expected or intended and the insured **event** occurs during the **period of insurance** in Australia or its external territories;
- ▼ it is not excluded by anything under 'What we exclude';
- ▼ it is not excluded by the General Exclusions on pages 36 to 39; and
- ▼ it is not excluded by any **endorsement**.

#### ✓ What we cover

We will cover **legal liability** if the **event** giving rise to the **legal liability** was not expected or intended, and the **event** was caused by:

- ▼ you or an **authorised driver** driving, using or being in charge of your **vehicle**;
- ▼ goods being carried by or falling from your **vehicle**;
- ▼ loading goods onto your **vehicle** from a fixed place of rest directly beside your **vehicle**;
- ▼ unloading goods off your **vehicle** to a fixed place of rest directly beside your **vehicle**;
- ▼ a passenger in your **vehicle** with your or the **authorised drivers** permission while travelling or getting in or getting out of your **vehicle**; or
- ▼ 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

We will not cover **legal liability**:

- ▼ for anything excluded by any other "What we exclude" section in Part 1 or Part 2;
- ▼ which is a direct or indirect result of discharge or escape of **contaminants or pollutants** or **dangerous goods** from your **vehicle** unless they are substances you or the **authorised driver** of your **vehicle** were legally allowed to carry;
- ▼ for **loss or damage to property** you own, control or are responsible for, or which belongs to someone who normally lives with you. However, this exclusion will not apply to your **legal liability** for **damage** to motor vehicles belonging to an **employee** or visitor which occurs within the confines of a private car park owned or operated by you;

## **x What we exclude (continued)**

- ▼ for **personal injury** to anyone who was your **employee** at the time of the **event**;
  - ▼ for **personal injury** if you were or anyone else was required by law to have insurance for compensation, damages or similar insurance for injury (e.g. compulsory third party insurance or workers compensation required by law);
  - ▼ for **personal injury** if your **vehicle** is registered in the Northern Territory of Australia;
  - ▼ where you or another of the persons named above in this section cause your or their own **personal injury**, or if you injure or cause the death of someone who normally lives with you or them;
  - ▼ if at the time of the **event** your **vehicle** is being driven or used at, in or on any **aircraft** hangar or any part of an airport or airfield used by **aircraft** for loading, unloading, taxiing, takeoffs or landings;
  - ▼ for **personal injury** if at the time of the **event** your **vehicle** is being used as a show, carnival or festival attraction, parade float or for any similar activity;
  - ▼ arising from any agreement you or anyone insured under this **policy** enters into, unless **legal liability** would have applied anyway;
  - ▼ arising because you, an **authorised driver** of your **vehicle**, a passenger in your **vehicle**, or your employer, principal or business partner agreed to accept liability;
  - ▼ resulting from the use of your **vehicle** if it was unregistered at the time of the **event**, unless your **vehicle** is an unregistered on-site caravan;
  - ▼ in respect of fuel contamination caused by you delivering:
    - ▼ the incorrect type of fuel; or
    - ▼ the fuel to the incorrect place;
  - ▼ for **damage to property** resulting from an **event** arising out of the use of your **vehicle** while it is digging, excavating, boring or drilling. However, we will pay if your **vehicle** is being used for the sole purpose of travelling to or from any work site or transporting or carting goods at the time of the **event** and is not being used at the time of the **event** for any other purpose including any specific activity for which the **vehicle** was designed.
  - ▼ to pay fines or punitive, exemplary or aggravated damages;
  - ▼ arising directly or indirectly from:
    - ▼ the transportation, distribution, and/or storage of asbestos;
    - ▼ any material containing asbestos or any process of decontamination, treatment or control of asbestos;
- For the avoidance of doubt, the above asbestos exclusions apply to **personal injury** arising in consequence of inhalation of or physical exposure to any type of asbestos fibre or its derivative, and to any form of **loss** or **damage to property** due to the presence of asbestos.
- ▼ for **personal injury** or **loss** or **damage to property** directly or indirectly arising out of the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **contaminants or pollutants**:
    - ▼ into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water; or
    - ▼ caused by any product or physical or liquid item that has been discarded, dumped, abandoned or thrown away by you, your **employee**, other person under your control or by others.
- However this exclusion does not apply to Additional Benefit 1 – ‘Pollution’ of Part 2.
- ▼ arising from:
    - ▼ removing, nullifying or cleaning up contaminants or pollutants; or
    - ▼ preventing the escape of **contaminants or pollutants**.
- However this exclusion does not apply to Additional Benefit 1 – ‘Pollution’ of Part 2.
- ▼ 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.

## Extra Covers

We will also pay or provide the following Extra Covers.

We will not pay if the claim is excluded by any of the **policy** exclusions (to avoid doubt, including the exclusions in Part 1 and Part 2, the General Exclusions on pages 36 to 39 or any **endorsement**).

### 1. Damage by uninsured drivers

#### ✓ What we cover

If your **vehicle** is insured for Legal Liability Only, we cover **loss** or **damage** to your **vehicle** in an **event** as a result of a collision with another vehicle driven by an uninsured driver.

A driver is uninsured if neither the driver nor the owner of the other vehicle had an insurance policy that would cover them for the **loss** or **damage** to your **vehicle**.

We only pay if:

- ▼ you show the **event** was the fault of the uninsured driver (this means the other driver was entirely at fault). You may be able to show this by providing a police report, expert reports, statement from a witness, dash-cam footage or photographs taken at the scene; and
- ▼ the name and residential address of the person at fault and the registration number of the vehicle involved are provided.

The most we will pay under this Extra Cover for **loss** of or **damage** to your **vehicle** for any one (1) **event** is \$5,000 or the **market value** of your **vehicle** (whichever is less).

If due to the circumstances of the accident, you are unable to obtain the name and address of the person at fault and/or the registration number of the vehicle involved, please contact us on 1300 888 073.

#### ✗ What we exclude

We will deduct:

- ▼ any **excess** that may apply to your **vehicle**, and
- ▼ the residual value of your **vehicle** as determined by our assessor if it is not repairable (when you keep the damaged **vehicle**).

### 2. Emergency Services

#### ✓ What we cover

If a claim is covered under Part 1 or Part 2 during the **period of insurance**, we will cover the reasonable costs and charges levied by the police force or fire brigade or other authority due to your **vehicle** causing the attendance at the accident site of a member of the:

- ▼ fire brigade or authority for the purpose of fire extinguishment or other emergency response; and/or
- ▼ police force.

# Additional Benefits

We will also pay or provide the following Additional Benefits for your **legal liability** if the **event** giving rise to the **legal liability** was not expected or intended.

We will not pay if the claim is excluded by any of the **policy** exclusions (to avoid doubt, including the exclusions in Part 1 and Part 2, the General Exclusions on pages 36 to 39 or any **endorsement**).

## 1. Pollution

### ✓ What we cover

We cover your **legal liability** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of **contaminants or pollutants** into or upon any property, land, the atmosphere, water course or body of water (including ground water), where such discharge, dispersal, release or escape:

- ▼ is caused by or in connection with the operation, ownership, possession or use by you or your behalf of any **vehicle**;
- ▼ is caused by a sudden, identifiable, unintended and unexpected **event**;
- ▼ takes place in its entirety at a specific point in time during the **period of insurance** and within Australia or its external territories; and
- ▼ does not relate to any property, land, air, water course or body of water which you own, occupy or have in your custody or control.

We will also only pay for clean up or removal costs if they are caused by such an incident within Australia or its external territories.

The most we will pay for all claims covered under this Additional Benefit is \$500,000 in total during the **period of insurance**.

### ✗ What we exclude

We will not pay:

- ▼ if the **contaminants or pollutants** are **dangerous goods**; or
- ▼ if the **contaminants or pollutants** are biological, bacterial, infectious, germ or viral in nature.

## 2. Legal liability for unregistered on-site caravans

### ✓ What we cover

If your **vehicle** is an unregistered on-site caravan, you are covered for your **legal liability** caused by your use or occupation of the unregistered on-site caravan during the **period of insurance** in Australia or its external territories.

### ✗ What we exclude

We will not pay for:

- ▼ amounts you must pay which are covered, or should be, by Medicare, workers compensation or another government scheme or arrangement or private medical insurance; or
- ▼ **loss or damage** to the unregistered on-site caravan, unless the caravan is an insured **vehicle** and we have accepted a claim for it under Part 1.

## 3. Non-owned vehicle liability

### ✓ What we cover

We cover your **legal liability** as set out in Part 2, in respect of any vehicle not owned or supplied by you while that vehicle is being used or driven by you or an **authorised driver** in connection with your business during the **period of insurance** in Australia or its external territories.

### Excess

You must pay us an **excess** of \$500 for each claim under this Additional Benefit.

#### 4. Legal liability for caravans and trailers

##### ✓ What we cover

You are covered for your **legal liability** as a result of:

- ▼ the actions of a caravan or trailer while it is being towed by your **vehicle**;
- ▼ a caravan or trailer running out of control after separating from your **vehicle** while your **vehicle** is moving; or
- ▼ another vehicle colliding or acting to avoid a collision with:
  - ▼ property falling off a caravan or trailer while it is being towed by your **vehicle**; or
  - ▼ property being loaded or unloaded from a caravan or trailer attached to your **vehicle**, during the **period of insurance** in Australia or its external territories.

##### ✗ What we exclude

We do not cover **loss** or **damage** to:

- ▼ the caravan or trailer unless it is a **vehicle** insured under Part 1; or
- ▼ the property which is loaded or unloaded from or which falls from the caravan or the trailer.

We do not cover the cost to remove the trailer or caravan debris, unless the caravan or trailer is an insured **vehicle** and the claim for **loss** or **damage** to it is covered under Part 1.

##### Excess

The **excess** applicable to your **vehicle** applies to any claim under this Additional Benefit.

## How we settle a claim under Part 2

If a claim for **legal liability** is covered, we will pay:

- ▼ the compensation;
- ▼ legal costs and expenses if we have first agreed to pay these costs;
- ▼ costs and charges reasonably and necessarily incurred by you in removing or cleaning up debris, unless stated otherwise; and
- ▼ costs and charges reasonably and necessarily incurred to extinguish a fire that your **vehicle** has caused.

We will also pay for legal costs in representing you or any other person covered at any inquest, court proceedings or other inquiry relating to an **event** which may give rise to you being legally liable, if we have first agreed to pay these costs.

You must pay any **excess** that may apply.

For an example of how we settle a liability claim, see page 44 of this **PDS**.

##### Limits to what we pay

The most we will pay for all claims for **legal liability** arising directly or indirectly from one (1) **event** is \$50 million (unless another amount is specified in your **schedule**) but restricted to:

- ▼ \$1,000,000 for any one (1) **event** occurring within the external territories of Australia, but only in respect of the death or bodily injury to another person;
- ▼ \$1,000,000 (unless another amount is specified in your **schedule**) where the **vehicle** is being used for the transportation of **dangerous goods** or is attached to, or is towing, a **vehicle** used for the transportation of **dangerous goods**; and
- ▼ \$500,000 during the **period of insurance** in respect of all claims under Additional Benefit 1 – ‘Pollution’ of Part 2.

These amounts include all legal costs and expenses including any covered debris clean up costs and fire extinguishment costs.

These limits also apply to any cover for **legal liability** provided under any Extra Cover, Additional Benefit, Additional Policy Benefit or any **endorsement** (both Parts 1 and 2) unless a lower limit is specified in the Benefit, Cover or any **endorsement**.

These limits are the most we will pay even if there are several claims against you relating to the one (1) **event**.



## Optional Benefit

We may provide the following Optional Benefit. If it applies to your **policy** it will be specified in your **schedule**.

We will not pay if the **loss, damage or legal liability** is excluded by any of the **policy** exclusions (to avoid doubt, including the exclusions in Part 1 and Part 2, General Exclusions on pages 36 to 39 and any **endorsement**).

### Annual Vehicle Declaration

#### ✓ What we cover

If Optional Benefit 'Annual Vehicle Declaration' is shown as 'Applicable' in your **schedule**, the definition of **vehicle** is amended to include any vehicle newly acquired, purchased or leased (but not hired or borrowed) by you during the **period of insurance**. The **insured amount** of any such vehicles will be taken to be its **market value**.

You must tell us within 14 days of the end of the **period of insurance** the number and type of **vehicles** (including their **insured amounts**), owned and operated by you on that date.

If at that time the number of **vehicles** owned or operated by you or their total **insured amount** has changed from the number or total **insured amount** declared by you at the beginning of the **period of insurance**:

- ▼ you must pay to us any extra premium applicable for the additional **vehicles** or total **insured amount**, or
- ▼ we will refund to you part of your premium because the number of **vehicles** or their total **insured amount** has reduced.

The amount you pay or we refund to you will be calculated as follows:

50% of the unit premium or unit rate per **vehicle** as specified in your **schedule**, multiplied by the difference in the number of **vehicles** owned or operated by you or their total **insured amount**, whichever the case may be.

For example, if there were 20 **vehicles** declared to us at the beginning of the **period of insurance** and 25 at the end, you will need to pay us an additional premium. If the unit premium shown on your **schedule** is \$750 plus FSL plus GST plus Stamp Duty, you will need to pay us \$1,875 plus FSL plus GST plus Stamp Duty (50% x \$750 x 5 plus government charges).

#### ✗ What we exclude

We will not cover any **vehicle**:

- ▼ that has an **insured amount** that exceeds the amount shown for 'Cover for additional vehicles' on page 12 of the **PDS**, unless a higher amount is specified your **schedule**;
- ▼ of a type that does not have a unit premium or unit rate specified in your **schedule**;
- ▼ that is not specified in the **agreed schedule of vehicles** and was not acquired, purchased or leased by you during the **period of insurance**.

# Additional Policy Benefits

Your **policy** is extended to include the following Additional Policy Benefits during the **period of insurance**.

We will not pay if the **loss, damage or legal liability** is excluded by any of the **policy** exclusions (to avoid doubt, including the exclusions in Part 1 and Part 2, the General Exclusions on pages 36 to 39 and any **endorsement**).

## 1. Acquired company vehicles

### ✓ What we cover

We will automatically provide cover under the terms of Part 1 and Part 2 for any vehicle owned or operated by a company or subsidiary formed, purchased or otherwise acquired by you during the **period of insurance** ('**acquired company vehicles**'). The **insured amount** of any **acquired company vehicle** will be taken to be its **market value**.

However, within 30 days of the formation, purchase or acquisition, you must:

- ▼ provide us with full details of all **acquired company vehicles** and their prior claims history, and
- ▼ pay us any additional premium that we require.

If we are unable to continue covering the **acquired company vehicles**, we will tell you and give you 14 days from the date we tell you so you can arrange to insure the vehicle elsewhere.

Cover on the **acquired company vehicles** will then end at 4:00pm, 14 days after we have told you we are unable to continue to cover the vehicle.

### ✗ What we exclude

We will not cover the **acquired company vehicles** if the number of vehicles acquired exceeds 20% of the number of **vehicles** declared by you at the beginning of the **period of insurance**.

Unless we have agreed to a higher amount, the most we will pay for a claim involving an **acquired company vehicle** is:

- ▼ \$300,000 if the **acquired company vehicle** is a motorcycle, caravan, car, 4WD, utility or van of not more than 2 tonne carrying capacity; or
- ▼ \$500,000 if the **acquired company vehicle** is any other type of vehicle not specified above.

# Application of excess

An **excess** is the amount you will have to pay for any claim made under this **policy**, unless stated otherwise. **Excesses** are cumulative and apply to all claims unless otherwise stated. For each **event**, or series of **events** arising from the one originating cause you will bear the amount of the **excess** in respect of each and every insured **vehicle**, unless stated otherwise.

The basic **excess** is specified in your **schedule**. The amounts for any other **excesses** (or where the amount can be found in this **PDS**) are detailed below and on page 35 of this **PDS**. You might have to pay more than one (1) type of **excess** when you claim. You must pay the **excesses** in full.

You may pay the **excess** directly to us (when we ask for it) or to the repairer when you pick up your **vehicle** after it has been repaired. The applicable **excess** may be deducted from the amount we pay you. In the case of a new replacement vehicle, we may require you to pay the **excess** to the supplier before taking delivery of the new replacement vehicle.

## When your excess will be waived

Provided the basic **excess** applicable to your **vehicle** does not exceed \$2,000, you do not pay any **excess** when your **vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity if:

- ▼ a third party's vehicle (this excludes another **vehicle** you own, have acquired, purchased or leased and is also insured under this **policy**) is involved in the **event**, and the driver of your **vehicle** is not at fault (this means the other driver was entirely at fault) and you can supply the at fault driver's name and address and the at fault vehicle's registration details; or
- ▼ no other vehicle is involved in the **event**, and the driver of your **vehicle** is not at fault and you can supply the at fault person's name, address and phone number.

If the driver of your **vehicle** is not at fault, you may be able to show this by providing a police report, expert reports, statement from a witness or photographs taken at the scene.

Where the party at fault for the **event** is in dispute, you will be required to pay the **excess** to us and the **excess** will be refunded to you if it is determined that you or the driver of your **vehicle** are not at fault.

A failure to provide this information means we will not be able to waive your **excess**. It does not otherwise impact the cover under your **policy** for **loss** or **damage** to your **vehicle** under this **policy**. However, if your **vehicle** is insured for Legal Liability only, then cover for **loss** or **damage** to your **vehicle** under Extra Cover 1 – 'Damage by uninsured drivers' of Part 2 of this policy is only provided if you provide the name and residential address of the at fault driver and the registration number of the at fault vehicle involved.

## Types of excesses

### Basic excess

The basic **excess** for a **vehicle** which is listed in the **agreed schedule of vehicles** is the amount specified in your **schedule**.

If your **vehicle** is involved in an **event** and is not listed in the **agreed schedule of vehicles** due to:

- ▼ Optional Benefit 'Annual Vehicle Declaration applying to your **policy**; or
- ▼ the vehicle is an additional vehicle and the **event** occurred within 30 days of the vehicle being acquired, purchased or leased,

the basic **excess** will be:

- ▼ 1% of the vehicle's GST exclusive purchase price where no **excess** for that type of vehicle is specified in your **schedule**; or
- ▼ the **excess** specified in your **schedule** for that type, category or class of vehicle.

### Age or inexperienced driver excess

An age or **inexperienced driver excess** applies if a driver under 25 or an **inexperienced driver** was in charge of your **vehicle** at the time of an **event**. This **excess** will not apply to glass only, damage while parked, fire, malicious damage, theft, attempted theft or storm claims.

The age or **inexperienced driver excess** is specified in your **schedule** for all **vehicle** types other than prime movers. When the **vehicle** is a prime mover the following age or **inexperienced driver excesses** will apply to the claim when:

- ▼ the **insured amount** for the prime mover is less than \$100,000 or it is insured for Legal Liability Only – the age or **inexperienced driver excess** is \$2,500 or \$3,500 if the prime mover was towing more than one (1) trailer at the time of the **event**.
- ▼ the **insured amount** for the prime mover is more than \$100,000 but not more than \$200,000 – the age or **inexperienced driver excess** is \$10,000 or \$15,000 if the prime mover was towing more than one (1) trailer at the time of the **event**.
- ▼ the **insured amount** for the prime mover is more than \$200,000 – the age or **inexperienced driver excess** is \$25,000 or \$37,500 if the prime mover was towing more than one (1) trailer at the time of the **event**.

For the purposes of the application of the age or **inexperienced driver excess**, a dolly is considered a trailer. You must pay the age or **inexperienced driver excess** in addition to any other **excess** for your **vehicle** that may be payable.

### **Tipping excess**

A tipping excess applies if your **vehicle** is a trailer or rigid body truck and it is **damaged** while the tipping hoist is partly or fully extended. The tipping **excess** is \$1,000 and you pay this in addition to any other **excess** payable for your **vehicle**.

### **Additional Benefit excesses**

Please refer to:

- ▼ pages 20 to 23 for the amount of any **excess** you might have to pay if you make a claim under any Additional Benefits in Part 1 of the **policy**; and
- ▼ pages 30 and 31 for the amount of any **excess** you might have to pay if you make a claim under any Additional Benefits in Part 2 of the **policy**.

### **Theft excess**

A theft excess of \$2,500 applies to each claim for theft or **damage** occasioned by theft of:

- ▼ your skid steer loader, excavator, loader, backhoe or bobcat; or
- ▼ any of their accessories, whether these accessories are attached to your **vehicle** at the time of the theft or **damage** or not.

You pay the theft **excess** in addition to any other **excess** for your **vehicle** that may be payable.

### **Endorsement excess**

An **endorsement excess** may apply if you have **endorsements** to your **policy**. Any **endorsement excess** applicable to your **policy** will be specified in the **endorsement** wording.

You pay the **endorsement excess** specified in the **endorsement** wording in addition to any other **excess** for your **vehicle** that may be payable, unless stated otherwise.

### **Radius excess**

A radius **excess** applies to a claim for **loss** or **damage** to your **vehicle** or **legal liability** caused by it, if at the time of the **event**, your **vehicle** is on a journey to or from a destination beyond the maximum radius of operation specified in your **schedule** measured from your **vehicle's** garaged postcode specified in your **schedule**. The radius **excess** is:

- ▼ \$500 if your **vehicle** is a truck or bus;
- ▼ \$2,500 if your **vehicle** is a trailer which at the time of the **event** was being towed by a prime mover or \$500 if being towed by a truck; or
- ▼ \$7,500 if your **vehicle** is a prime mover.

You pay the radius **excess** in addition to any other **excess** for your **vehicle** that may be payable.

### **Application of excess involving trailer and towing vehicle**

If a trailer being towed by a **vehicle** damages the property of another person and:

- ▼ only the trailer was **damaged**, the **excess** for the towing **vehicle** will apply; or
- ▼ there is no **damage** to either the trailer or towing **vehicle**, the **excess** for the towing **vehicle** will apply.

# General Exclusions

## You are not covered:

- ▼ you, an **authorised driver** and an **employee** are not covered for any claim for **loss, damage or legal liability** that is caused by or arises from or involves an **event** occurring when your **vehicle** is being driven by, or is in the charge of, someone who:
  - ▼ was under the influence of, or had their judgement affected by, any alcohol, drug or medication;
  - ▼ had more than the legal limit of alcohol or drugs in their breath, blood, urine or saliva, as shown by analysis;
  - ▼ refused to take a legal test for alcohol, drugs or medication; or
  - ▼ was not licensed, not correctly licensed or not complying with the conditions of their licence.

However, we will cover you:

- ▼ if you were not the driver or person in charge of your **vehicle** at the time of the **event** and you can satisfy us that you did not know, and could not have reasonably known, of any of the above circumstances; or
- ▼ if and to the extent that it can be demonstrated that the alcohol, drugs or medication intake did not contribute to the **event**.

If we pay a claim we can recover those costs from the person who was driving or in charge of your **vehicle**, unless the law prohibits recovery by us.

- ▼ for theft, **loss** of, or **damage** to, a hire vehicle you have insured with the hire company;
- ▼ for any **legal liability** you or an **authorised driver** cause or incur in connection with your or the **authorised driver's** use of a hire vehicle you have insured with the hire company;
- ▼ if you or an **authorised driver** does something or neglects to do something that is not in accordance with this **policy** or does not give us the information or assistance that we ask for in respect of a claim;
- ▼ 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 or if a garage is not available, goods and valuables inside the **vehicle** were not hidden out of sight.
- ▼ for the following financial and non-financial loss or extra costs following an **event** covered by this **policy**, such as:
  - ▼ loss of income or wages;
  - ▼ loss caused by delay, confiscation or detention, for example by customs or another lawful authority;
  - ▼ lack of market or lack of any type of performance;
  - ▼ medical expenses not covered by this **policy**;
  - ▼ professional, expert, legal consulting or valuation costs unless you obtained our prior written authority to incur these costs;
  - ▼ loss related to stress or anxiety;
  - ▼ loss occurring because you cannot use your **vehicle**;
  - ▼ reduction of your **vehicle's** value (including its trade-in or resale value) after being repaired;
  - ▼ reduction of the working life of your **vehicle**;
  - ▼ loss or costs, including the cost of your time (e.g. inconvenience), to prove your **loss** or **damage** or to help us with your claim (e.g. telephone calls, statements, postage);
  - ▼ travel costs or other types of costs because you cannot use your **vehicle**, unless expressly covered elsewhere in this **policy**;
  - ▼ cleaning costs unless expressly covered elsewhere in this **policy**; or
  - ▼ any costs not otherwise covered by your **policy**;

However, we will cover other people's losses and costs to the extent they are insured under Part 2 (Legal Liability).

- ▼ for **loss** or **damage** 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;
- ▼ for the cost to repair or replace burnt out electric motors or wiring of appliances in your caravan;

- ▼ for **damage** to your caravan, caravan annexe, trailer or personal effects caused by biting, chewing or scratching by an animal or bird;
- ▼ for **damage** to your caravan, caravan annexe or personal effects caused by any tenant;
- ▼ if your unregistered on-site caravan is unoccupied for 60 consecutive days. (If you want cover over 60 days, you need to ask us for an extension of time and we must agree in writing. We might charge an extra premium or impose special terms.);
- ▼ for **loss** or **damage** to your caravan caused by the sea or rising water, but not rainwater runoff;
- ▼ for **loss** or **damage** or **legal liability** caused or contributed to by arising from or involving any actual or threatened use, existence or release of biological, bacterial, infectious, viral, germ, chemical or poisonous **contaminant** or **pollutant** or any looting or rioting following these occurrences (except for any cover provided under Additional Benefit 1 – ‘Pollution’ of Part 2), or the action taken by a public authority to prevent, limit or remedy the actual or threatened release of any such materials;
- ▼ for theft by anyone who has hired or leased your **vehicle** or who has taken it as security for a debt;
- ▼ for any **loss**, **damage** or **legal liability** directly or indirectly caused by, or arising from, occasioned by or through, happening through, or in consequence of, or contributed to by:
  - ▼ war, invasion, act of foreign enemy, hostilities (whether war be declared or not) or civil war;
  - ▼ rebellion, revolution, insurrection or military or usurped power;
  - ▼ confiscation, nationalization, compulsory acquisition, requisition or damage to property by or under the order of any government or public or local authority; or
  - ▼ any looting or rioting following any of the events stated above.
- ▼ for any **loss**, **damage** or **legal liability** caused by any person or organisation who lawfully destroys or takes away your ownership or control of any property or **vehicle** covered by the **policy**;
- ▼ for any **loss**, **damage** or **legal liability** which happens before the **period of insurance** or which arises from an **event** before the **period of insurance** starts unless specifically stated otherwise;
- ▼ for any **loss** or **damage** caused intentionally or recklessly by you, or any director, business partner, principal, **employee**, or **authorised driver** or someone acting with your or their express or implied consent;
- ▼ for any **loss**, **damage** or **legal liability** resulting from an **event** arising out of the use of your **vehicle** while it is raising, lowering or moving in an operation such that a single load is shared between two or more cranes or lifting devices.
- ▼ for an **event** that occurs outside Australia or its external territories;
- ▼ for **personal injury**, **damage to property**, **legal liability**, **loss**, **damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:
  - ▼ any **act of terrorism** regardless of any other cause or **event** contributing concurrently or in any other sequence to the **personal injury**, **damage to property**, **legal liability**, **loss**, **damage**, cost or expense; or
  - ▼ any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.
- ▼ for **loss**, **damage** or **legal liability**:
  - ▼ If another person or organisation is, or could have been, liable to compensate you for such **loss**, **damage** or **legal liability** otherwise covered by the policy, but you have agreed with that person or organisation either before or after the **loss**, **damage** or **legal liability** occurred that you would not seek to recover any money from that person or organisation; or
  - ▼ that is caused by or arises from or involves asbestos, asbestos fibres or derivatives of asbestos of any kind.
- ▼ if, at the time of the **event**, your **vehicle** was damaged, unsafe or unroadworthy. However, this exclusion will not apply if the **damaged**, unroadworthy or unsafe condition of your **vehicle**:
  - ▼ did not cause or contribute to the **loss**, **damage** or **legal liability** being incurred; or
  - ▼ could not reasonably have been detected by you;
- ▼ if, at the time of the **event**, your **vehicle** was:
  - ▼ being used in a race, contest, trial, test, hill climb or any similar activity;
  - ▼ being used on a competition race track, circuit, course or arena;
  - ▼ being used for any type of illegal purpose (such as a criminal act) by you or for which you gave encouragement, assistance or consent (either express or implied);
  - ▼ carrying passengers for payment or reward unless it was a car pool, child care arrangement or fare paying passenger bus;
  - ▼ carrying a greater number of passengers than it was designed for or than the driver is permitted to carry by law;

- ▼ conveying, towing, lifting or carrying a load not secured according to law;
- ▼ conveying, towing, lifting or carrying a load in excess of that which it was designed for or is over the legal limit;
- ▼ being used to move dangerous goods or substances that pollute or contaminate unless this was done legally;
- ▼ travelling on railway lines; or
- ▼ being operated, transported or driven in an underground mine or mining shaft (but we will cover you if your vehicle was being used for open cut mining).

**We will not:**

- ▼ provide any cover, pay any claim, make any payment (including any refund), or provide any benefit under this **policy**, if doing so will expose us to, or contravene or violate any sanction, prohibition, restriction, proscription or prevention under any sanctions, laws or regulations, including but not limited to sanctions, laws or regulations of Australia, New Zealand, the European Union, the United Kingdom or the United States of America or those set out in any United Nations resolutions.
- ▼ 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**.
- ▼ 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:

1. 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**.
2. 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**.
3. 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**.

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.

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

- ▼ cover any **loss, damage, liability** or expense directly or indirectly caused by, contributed to, or arising from or in connection with:
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - (b) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, and/or any nuclear weapons material ;

- (c) all property on the site of a nuclear power station, any other nuclear reactor installation or any site used, or having been used, for the generation of nuclear energy or the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of nuclear material and/or radioactive material;
- (d) nuclear explosion and/or the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (e) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
- (f) the use of any nuclear reactor, atomic piles, particle accelerators, generators or similar devices; or
- (g) the use, handling, transportation of any radioactive material.

For the purpose of sub-paragraph a. above, combustion includes any self-sustaining process of nuclear fission and/or fusion.

For Policy Section Part 1 – Loss or damage to your vehicle, the exclusion in sub-paragraphs (c) and (e) above does not apply to radioactive isotopes which have reached the final stage of fabrication, other than nuclear fuel or nuclear waste, when such isotopes are in or on the property insured and are being prepared, stored, transported or used in the normal course of operations by the insured for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.

For Policy Section Part 2 – Legal Liability, the exclusion in sub-paragraphs (c), (f) and (g) above does not apply to insurances of occupational risks arising from radioactive isotopes, radium or radium compounds which have reached the final stage of fabrication, when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.



## Making a claim

In this section a reference to 'you' also means a reference to an **authorised driver**.

You must comply with the following conditions if an **event** occurs which may lead to or results in a claim. If you do not comply with these conditions, we may:

- ▼ refuse your claim or reduce the amount we pay (to the extent to which we are prejudiced in respect of the claim as a result of your non-compliance); and/or
- ▼ recover from you any costs and/or any monies we have paid; and/or
- ▼ cancel your **policy**.

You must:

- ▼ Contact our Vero Claims Team as soon as possible on 1300 888 073. We're available 24 hours a day, 7 days a week. Our staff will advise you whether to take your **vehicle** to a repairer or alternatively arrange for an assessment to be completed at either your home or business. We can help with any other arrangements necessary to get you back on the road as quickly as possible.
- ▼ Take all reasonable precautions to minimise or prevent further **loss, damage** or injury. For example, if your **vehicle** is **damaged** in an accident, when safe to do so, move it off the road and put on your hazard lights. If you are unsure about what precautions to take to minimise or prevent further **loss, damage** or injury please contact the Vero Claims Team.
- ▼ If someone has stolen, attempted to steal or maliciously damaged your **vehicle**, report it to the police as soon as possible. If we ask, you must provide us with the name of the police officer and police station where you made the report and give us all known details of the **event** including the police report number and a copy of the report if you have it available.
- ▼ If safe to do so, obtain the full names, addresses and phone numbers of all drivers and passengers involved and any witnesses to the **event**. Also obtain the vehicle registration numbers and insurance details of all vehicles involved. If **damage** is caused to any other property, you will need to provide details of the address and owner's names. If due to the circumstances of the accident, you are unable to obtain the above information, please contact us on the number shown above.
- ▼ Give us all reasonable information, documentation and other assistance we need to substantiate and investigate the claim that we request. This may include being interviewed or giving evidence in court as we may reasonably require. If we ask for it, you must provide us with a statutory declaration verifying the details of your claim and any matters connected with it.
- ▼ If you get demands, a notice of prosecution, details of any legal proceedings, inquest or similar communications from other parties involved in the **event**, you must tell us as soon as possible. If you delay in telling us, we may not cover any legal or other costs that result from that delay.
- ▼ Tell us your entitlement to Input Tax Credits (ITCs) for your insurance premium if you are registered or should be registered for goods and services tax (GST) purposes. If you do not inform us of your entitlement or the information you give us is incorrect, we will not cover you for any resulting fines, penalties or tax liability you incur.
- ▼ Retain and preserve your **damaged vehicle** and other property for inspection by us or our agent (including a loss adjuster) prior to authorisation of repairs unless repairs are immediately necessary for safety reasons, or to minimise or prevent further **loss, damage** or **legal liability**.
- ▼ If you carry out **emergency repairs** or choose to use your own repairer, where reasonably practicable and safe to do so, ensure that photographic images of the **loss** or **damage** are recorded and can be provided to us so that we can establish the condition of your **vehicle** prior to the repairs. You are required to produce tax invoices or receipts for all costs if we are unable to obtain them directly from the repairer or other provider and we ask you for them.

What you must not do:

- ▼ Unless we have agreed, negotiate or promise anyone a payment, authorise any repairs (except **emergency repairs** to your **vehicle**, see page 16 for details) or dispose of any **damaged** property.
- ▼ Accept any payment (including **excess** payments) from anyone unless we agree first.

When you make a claim you agree that:

- ▼ You must provide proof of ownership of any lost or **damaged vehicle** or property. Proof includes things like your **vehicle's** log book, sales receipts, registration papers, credit card statements, service records, a valuation or warranty documents.
- ▼ You must co-operate and provide us with all reasonable assistance in connection with any claim, including any investigation, negotiation, recovery, defence or settlement of any claim, including doing all things necessary to allow us to take over legal proceedings in the circumstances described in 'Our right to recover from those responsible' on page 11.

- ▼ In relation to legal liability claims you make under your **policy**, we have the right and full discretion to conduct claims. If we decide to defend you, settle any claim against you, represent you or try to recover money from the person who caused the **loss** or **damage**, you must give us all reasonable assistance, co-operation and information we need, including assistance after your claim has been paid. We may engage legal or other representatives to assist in the conduct of a claim.
- ▼ You must let us inspect and, if necessary, move your **vehicle** before repairs begin.
- ▼ You must allow us to make admissions, defend or settle claims on your behalf.
- ▼ You must allow us to take legal action in your name against another person or entity to recover any payment we have made on a claim before or after we have paid your claim, or whether or not you have been compensated or paid in full for your actual **loss**.

See 'Our right to recover from those responsible' on page 11.

- ▼ You must pay any **excess** that applies to a claim under this **policy** in full prior to settlement of that claim. If the **excess** has been requested but remains unpaid, we may:
  - ▼ refuse to settle the claim until full payment of the **excess** has been received; or
  - ▼ deduct the **excess** from the settlement amount we pay.
- ▼ After settling a claim where we have declared your **vehicle** a **total loss**, that **vehicle**, or the salvage of that **vehicle** including any unexpired registration or CTP or MAI insurance, unless otherwise required by law, becomes ours and we are entitled to receive the proceeds from any salvage of the **vehicle**.

### Fraudulent claims

If you, or anyone you authorise to act on your behalf, or with your knowledge or consent, makes a claim that is false or causes **loss** or **damage** deliberately, we may do one or more of the following:

- ▼ refuse to pay the claim;
- ▼ cancel the **policy**; or
- ▼ take legal action against you.

### Some other circumstances affecting claims – when we may refuse a claim/reduce what we pay/recover costs or monies/cancel your policy

We may refuse to pay a claim or we may reduce the amount we pay you (to the extent to which we are prejudiced as a result of your non-compliance) and/or recover from you any costs and/or any monies we have paid and/or cancel your **policy**, if:

- ▼ you have not complied with your duty of disclosure (see page 2);
- ▼ you:
  - ▼ are not truthful;
  - ▼ have not given us full and complete details; or
  - ▼ have not told us something when you should have,
 when applying for the insurance, or when making a claim.
- ▼ you have not complied with any conditions of your **policy** including under 'Making a claim';
- ▼ you do any of the following without us agreeing to it first:
  - ▼ make or accept any offer or payment or in any other way admit you are liable;
  - ▼ settle or attempt to settle any claim; or
  - ▼ defend any claim; or
- ▼ cover is excluded by the **policy**.

If you prevent our right to recover from someone else or if you have entered into a contract or agreement which excludes or limits your right to recover compensation from another person who is liable to compensate you for any **loss**, **damage** or **legal liability** which is covered by this policy, we will not cover you under this policy for that **loss**, **damage** or **legal liability**.

If we decide to decline your claim we will give you our reasons in writing. If you wish to dispute our decision, see page 5 for more information.

## Claim payment examples

The following claims payment examples are designed to assist in the understanding of some of the benefits in this **PDS** and how claims are calculated. The examples do not cover all scenarios or all benefits and do not form part of your **policy** terms and conditions. The following should be used as a general guide only. We always determine real claim payments on an individual basis, after we have assessed each claim.

All amounts are shown in Australian dollars and are GST inclusive unless indicated otherwise. You should read the **PDS** and your **schedule** for full details of what we cover as well as what policy limits, conditions and exclusions apply.

### Example: Total loss – Market value

*A car that has a carrying capacity of not more than 2 tonnes is comprehensively insured for market value. The basic excess is \$500. The vehicle is damaged in an event and the cost of repair is \$20,000. It is a total loss.*

*The market value is determined as follows:*

*The vehicle is an 8 year old sedan in poor condition. A motor vehicle guide records the market value at \$20,000 for good condition. The market value is \$15,000.*

How much we pay		Further information
<b>Market value</b>	\$15,000	The vehicle is a total loss with a market value of \$15,000. In this case the vehicle is a total loss since it is unsafe or uneconomical to repair (e.g. the complete repair cost exceeds the market value less salvage value).
Less Input Tax Credit (ITC)	- \$1,364	If you are registered for GST and entitled to an ITC we will deduct this entitlement. In this example you are entitled to a full ITC (100%).
Less <b>excess</b>	- \$500	Only the basic excess applies in this example. We deduct this from the amount we pay to you.
<b>Total claim</b>	<b>\$13,136</b>	We would normally pay this amount directly to you in a total loss situation.
Plus lease payout	\$2,200	If, instead of owning your vehicle outright, your vehicle was purchased under a finance lease and the amount owing was \$17,200 (excluding any payments in arrears and resulting interest), we will pay the difference between the amount owing under the finance arrangement and the market value (\$17,200 – \$15,000). This benefit has a limit of 20% of the market value (\$3,000).
Less ITC	- \$200	In this example you are entitled to a full ITC (100%).
<b>Total claim</b>	<b>\$15,136</b>	We would normally pay the claim directly to your financier and not to you in circumstances of a lease payout. You pay your financier any amounts left owing.

*If the vehicle in the above example was less than 2 years old at the time of the event, instead of paying the claim above you can choose to accept a new vehicle including similar accessories and parts plus on-road costs e.g. registration, compulsory third party insurance, pre-delivery. You must pay the excess to the dealership that has provided the new vehicle or us.*

*If the vehicle salvage is valued at \$1,000, the salvage becomes our property and we are entitled to keep the \$1,000 from its sale plus any registration and compulsory third party (CTP) or motor accident injuries (MAI) insurance refund which we are entitled to apply for by law. This does not affect the calculations above unless you obtain these refunds directly in which case we will deduct these amounts from the total claim above.*

### Example: Total loss – Agreed value

A utility that has a carrying capacity of not more than 2 tonnes is comprehensively insured for an agreed value of \$45,000. The vehicle is damaged in an accident that was not your fault and you have identified the at fault party and provided all their details that we require.

The cost of repair of your vehicle is \$50,000 and it is a total loss. The vehicle is not subject to finance. The basic excess is \$500.

How much we pay		Further information
Agreed value	\$45,000	The vehicle is a total loss with an agreed value of \$45,000. In this case the vehicle is a total loss since it is unsafe or uneconomical to repair (e.g. the complete repair cost exceeds the agreed value less salvage value).
Less Input Tax Credit (ITC)	\$0	We do not deduct any ITC when your vehicle is comprehensively insured for agreed value.
Less <b>excess</b>	\$0	No basic excess applies in this example as the accident was not your fault and you have provided all the details of the at fault party that we require.
Total claim	<b>\$45,000</b>	We would normally pay this amount directly to you in a total loss situation, unless your vehicle is subject to finance.

*If the vehicle salvage is valued at \$10,000, the salvage becomes our property and we are entitled to keep the \$10,000 proceeds of its sale plus any registration and compulsory third party (CTP) or motor accident injuries (MAI) insurance refund. This does not affect the calculations above unless you obtain these refunds directly in which case we will deduct these amounts from the total claim above.*

### Example: Partial loss – Repair

A vehicle that has a carrying capacity of not more than 2 tonnes is comprehensively insured for market value, in this case \$10,000. The basic excess is \$500. The vehicle is stolen and subsequently recovered, damaged, 13 days later. The cost of repairs is \$5,500.

How much we pay		Further information
Damage to vehicle	\$5,500	In this case the vehicle is economical and safe to repair.
Less <b>excess</b>	- \$500	Only the basic excess applies in this example. Normally you pay the excess directly to the repairer.
Total claim	<b>\$5,000</b>	We would normally pay this amount directly to the repairer in a partial loss situation.

*If personal effects to the value of \$350 are also stolen during the theft:*

Plus personal effects	+ \$350	Personal effects cover is limited to \$1,000 per event if the vehicle is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity. Even though you may be registered for GST and entitled to an input tax credit (ITC), the amount we pay to you for personal effects will include GST. The sub-limit of this Extra Cover is in addition to the market value of the vehicle.
Less Input Tax Credit (ITC)	\$0	We do not deduct an Input Tax Credit (ITC) from payments for personal effects.
Total claim	<b>\$5,350</b>	We will pay the \$350 for personal effects to you (and the remaining \$5,000 directly to the repairer).

*If a hire vehicle of a similar type for a cost of \$100 per day is arranged by us:*

Plus vehicle hire cost	+ \$1,700	The cost per day multiplied by the number of days from the date of theft until the date the vehicle is repaired 17 x \$100 (it takes 4 days to repair the vehicle). This Extra Cover has a limit of up to 30 days and we will not pay more than \$3,000 if the vehicle is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity. <b>Note:</b> This Extra Cover would not apply if the vehicle was damaged in an accident. This Extra Cover only applies if your vehicle was stolen.
Total claim	<b>\$7,050</b>	We normally pay the \$1,700 for vehicle hire directly to the hire company (the \$350 to you and the \$5,000 to the repairer).

### Example: Underinsurance – Partial loss – Repair

*A vehicle has a sum insured declared of \$70,000. The cost of repairs is \$10,000. The market value of the vehicle is \$100,000 and is therefore insured for 70% of its market value. The underinsurance condition applies to the repair costs because it is insured for less than 80% of its market value. The basic excess is \$500.*

How much we pay		Further information
Damage to vehicle	\$10,000	In this case the vehicle is safe and economical to repair.
After underinsurance	\$8,750	Due to the vehicle being underinsured and the loss being a partial loss, we will pay the same proportion of the loss as the insured amount bears to 80% of the market value of your vehicle (i.e. $\$70,000 / (80\% \times \$100,000) = \$80,000$ ) $\times \$10,000 = 7/8 \times \$10,000 = \$8,750$ ).
Less <b>excess</b>	-\$500	Only the basic excess applies in this example. Normally you pay the excess directly to the repairer.
Total claim	<b>\$8,250</b>	We would normally pay this amount directly to the repairer in a partial loss situation.
Amount you pay	\$1,750	You pay this amount, usually directly to the repairer, this includes the excess.

### Example: Legal liability

*A vehicle is insured for Legal Liability Only. The vehicle is involved in an accident and the other driver claims that the driver of your vehicle has a legal liability for the accident. The damage to the other vehicle would be assessed by a court at \$12,500. There is a basic excess of \$500 on your policy. The legal costs to defend your legal liability are \$3,000.*

How much we pay		Further information
Damage to other vehicle	\$12,500	We normally pay the cost of repairs directly to the third-party claimant.
Less <b>excess</b>	-\$500	Only the basic excess applies in this example. Normally you pay this amount to us.
Plus our legal costs	+\$3,000	We incur and do not charge you for these.
Total claim	<b>\$15,000</b>	

*The driver of your vehicle was not at fault and the driver of the other vehicle was at fault but was not insured. You provide us with the details of the other driver. The basic excess is \$500. For the purposes of this example it is assumed that your vehicle is covered for Legal Liability Only.*

'Damage by uninsured drivers' Extra Cover	\$4,500	You are not covered for damage to your vehicle because it is insured for Legal Liability Only. Under Part 2, Extra Cover 1 – 'Damage by uninsured drivers' provides limited cover in these circumstances for up to \$5,000. For the purposes of this example, the damage to your vehicle will cost more than its market value of \$4,500. It is not repairable and your vehicle is a total loss.
Less Input Tax Credit (ITC)	-\$409.09	If you are registered for GST and entitled to an ITC we will deduct this entitlement. In this example you are entitled to a full ITC (100%).
Less excess	-\$500	Only the basic excess applies in this example. We deduct this from the amount we pay you.
Less residual value of wreck	-\$500	The remaining value of your damaged vehicle. We deduct this from the amount we pay you.
Total claim	<b>\$3,090.91</b>	We normally pay this directly to you. You will keep the damaged vehicle.

# Definitions

## act of terrorism

An act, including but not limited to the use of force or violence and/or the 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, ethnic or similar purposes or reasons, including the intention to influence any government or to put the public, or any section of the public, in fear.

## agreed schedule of vehicles

The list of **vehicles** you supply to us and that we have agreed to insure. It includes a detailed description of your **vehicle(s)**, its identification number and the **insured amount** applicable to your **vehicle(s)**.

## agreed value

The amount we agree to insure your **vehicle** for, as specified in the **schedule**.

## aircraft

Any thing made or intended to fly or move in or through the air or space other than model aircraft with a wingspan less than 1.5 metres.

## assessed quote

An experienced motor vehicle assessor we appoint assesses the quote to make sure it meets industry standards including appropriateness of materials, repair method, labour costs, material costs, safety and overall cost effectiveness of the repairs. The quote may be adjusted or reduced on the recommendation of the assessor.

This assessed quote to repair **damage** to or replace the **damaged** parts of your **vehicle** may be less than what it would cost you to arrange the repairs with your own repairer, or equal to or less than the amount of repairs quoted by your repairer or that you have paid. We are able to secure supplier discounts from our **recommended repairers**.

## authorised driver

A person controlling, driving or using your **vehicle** with your consent.

## battery electric vehicle

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.

## computer system

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.

## communicable disease

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

- (h) 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;
- (i) 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
- (j) 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.

## contaminants or pollutants

Includes smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants and other contaminants or pollutants.

Contaminants or pollutants do not include **dangerous goods**.

## cyber act

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

## cyber incident

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**.

## damage or damaged

Sudden and unforeseen physical damage or destruction.

## damage to property

▼ **loss or damage** to or destruction of tangible property including resultant loss of use; or

- ▼ loss of use of tangible property which has not been **damaged** or destroyed provided such loss of use is caused by an **event**.

### dangerous goods

- ▼ substances which are shown in the Australian Code for the Transport of Dangerous Goods by Road or Rail;
- ▼ liquid fuels, liquefied or compressed gases, toxic chemicals, acids, organic peroxides or corrosives;
- ▼ infectious, explosive radioactive or oxidising substances; or
- ▼ substances with a flashpoint of below twenty two point seven degrees celsius (22.7°C).

### 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**.

### emergency repairs

Repairs which are essential for you to be able to drive your **vehicle** safely from an accident or **event** causing **damage**.

### employee or employees

Any person:

- ▼ engaged in your business under a contract of service or apprenticeship, or
- ▼ supplied to you pursuant to a contract of labour hire.

### endorsement or endorsements

A written change or addition we make to your **policy**, such as a change to the cover to meet your needs or to exclude a specific cover we would have normally covered. Any **endorsements** that apply to your **policy** will be specified in your **schedule**, unless we send you the **endorsement** separately.

### event or events

One incident or all incidents of a series consequent on, or attributable to, one source or original cause.

### excess or excesses

The amount of each and every claim that must be paid by you, before the application of any benefits or limits of your **policy**.

### inexperienced driver

A person who is 25 years or over and has not held a drivers licence for the class of **vehicle** being driven at the time of the **event** for the past 2 consecutive years.

### insured amount or insured amounts

- ▼ for a **vehicle** specified in the **agreed schedule of vehicles** - the corresponding **market value** or dollar amount stated in the **agreed schedule of vehicles** for that **vehicle**; or
- ▼ for a vehicle that is not specified in the **agreed schedule of vehicles** (because it is an additional vehicle as defined in 'Cover for additional vehicles' on page 12 or Optional Benefit - Annual Vehicle Declaration' applies) - the **market value** of that **vehicle** unless we have agreed to insure the **vehicle** for a different amount.

### loss or losses

Sudden and unforeseen physical loss.

### 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).

### market value

The amount the market would pay for your **vehicle** or damaged parts that are obsolete. The market value of your **vehicle** takes into account many factors including the age, make, model, kilometres travelled and general condition of your **vehicle** immediately before the **loss** or **damage**. We may use recognised industry publications to assist us to calculate the amount.

### partial loss

Your **vehicle** is a partial loss when the **loss** or **damage** is not a **total loss**.

### period of insurance

The period of time specified in the **schedule** during which insurance is provided under your **policy**.

### personal effects

Clothing and personal belongings normally worn or carried but excluding cash, negotiable instruments, tickets, computers, laptops, ipad and tablet devices, personal navigation equipment, jewellery of any type, unset jewels or stones, precious metal (e.g. gold bullion), musical instruments, curios, works of art, or payment cards.

### personal injury

Death, bodily injury, sickness, disability, shock, fright, mental injury, mental anguish, or loss of consortium resulting from any of them.

### policy

Your insurance contract. It consists of this **PDS**, any **Supplementary PDS** we may give you, any **endorsements**, your **schedule** and the **agreed schedule of vehicles**.

### Product Disclosure Statement (PDS)

PDS is the name of this document and it contains the terms of your insurance cover. It tells you what cover we provide, details of costs and **excesses** and other important information. It should be read together with your **schedule**, any **endorsements**, the **agreed schedule of vehicles** and any **Supplementary PDS** that we give you.

### recommended repairer

A repairer who has been appointed by us as a recommended repairer because we have assessed the repairer as capable of meeting our strict standards of quality workmanship, timeliness, efficiency and cost effectiveness.

### road

Any surveyed or unsurveyed land dedicated to public use, according to law, as a road (including a footpath or median strip). It also includes a toll road or a bridge which is open to the public and used as a road.

### schedule

The schedule attached to and forming part of the **policy**, or if the **policy** has been renewed the **schedule** issued with the renewal notice.

### substitute vehicle

A vehicle which does not belong to you and which you, your spouse, defacto partner or an **employee** are using while your **vehicle** is not in use because your **vehicle** is unroadworthy or undergoing repair.

### Supplementary PDS

A document that updates or adds to the information in the **PDS**.

### thermal runaway

A battery cell inside a **vehicle** short circuiting and heating up uncontrollably.

### total loss

Your **vehicle** is a total loss if it is stolen and not recovered within fourteen (14) days of you reporting its theft to us and we accept your claim for theft of your **vehicle**, or your **vehicle** is uneconomical or unsafe to repair, including where the combined repair costs and salvage value are likely to be more than the value of your **vehicle**.

We will also have regard to the law in relation to what is considered a write-off that applies in your State or Territory when determining whether your **vehicle** is to be written off.

### vehicle

Means:

- ▼ 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 internal combustion engine or 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**.



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