

**motor vehicle fleet**  
insurance product  
disclosure statement  
and policy



Preparation date: 18/01/2006



*Insurer*

**CGU Insurance Limited**  
ABN 27 004 478 371  
AFS Licence No. 238291  
An IAG Company

**motor vehicle fleet**

This is an important document. If you cannot read and understand English, please use an interpreter to explain it to you before entering into this contract of insurance.

Questo è un documento importante. Se non avete una buona conoscenza dell'Inglese, per favore fatevelo spiegare da un interprete prima di concludere un contratto di assicurazione.

Αυτό είναι πολύ σπουδαίο έγγραφο. Αν έχετε δυσκολία με τα Αγγλικά, παρακαλείστε να μεταχειρισθείτε διερμηνέα να σας το εξηγήσει προτού συνάψετε μια ασφαλιστική συμφωνία.

這是一份重要文件。如你不諳英語，在投保前，請先用傳譯員為你解釋保險合約。

ان هذه الوثيقة هامة. إذا كنت لا تجيد الإنكليزية، يرجى استعمال مترجم كي يشرحها لك قبل أن تدخل طرفاً في عقد تأمين.

Dies ist ein wichtiges Dokument. Falls Sie die englische Sprache nicht beherrschen, lassen Sie es sich von einem Dolmetscher erklären, bevor Sie einen Versicherungsvertrag eingehen.

Đây là một văn kiện quan trọng. Nếu quý vị không thông thạo tiếng Anh, xin vui lòng nhờ thông dịch viên giải thích để quý vị hiểu rõ trước khi ký tên vào hợp đồng bảo hiểm.

Este es un documento importante. Si Ud. No tiene conocimientos sólidos de inglés, pida a un intérprete que le explique el documento antes de contratar el seguro.

នេះគឺជាឯកសារមួយដែលមានសារៈសំខាន់ ។ ប្រសិនបើអ្នកពុំសូវចេះភាសា  
អង់គេសច្បាស់លាស់ទេ សូមស្នើសុំអ្នកបកប្រែភាសាឲ្យពន្យល់ប្រាប់អ្នកមុនពេល  
អ្នកយល់ព្រមចុះកិច្ចព្រមព្រៀងធានារ៉ាប់រងណាមួយ ។

# Welcome to the security of CGU Insurance

This booklet is important

## Product Disclosure Statement

This Product Disclosure Statement (PDS) contains important information required under the Financial Services Reform Act 2001.

To assist You to locate specific items in the policy wording, a 'Table of contents' is provided on page 5.

### Introduction

#### Who is the insurer

CGU Insurance Limited is the insurer of the insurance policy. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291. In this booklet, the insurer is called 'We', 'Us' or 'Our'.

#### How to contact us

You may contact Us by any of the following ways:

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

## **The purpose of this PDS**

This PDS has been prepared to assist You in understanding the insurance policy and making an informed choice about Your insurance requirements. This PDS sets out the significant features of the insurance policy including its benefits and risks, and information about how the insurance Premium is calculated. You still need to read the policy wording, which commences on page 6, for a full description of the terms, conditions and limitations of the insurance policy.

## **General Insurance Code of Practice**

We proudly support the General Insurance Code of Practice. The purpose of the Code is to raise the standards of practice and service in the general insurance industry. Details about the Code are shown in the policy wording under 'General Insurance Code of Practice' on page 6. Brochures on the Code are available from Your nearest CGU Insurance office.

## **Your cooling-off period**

We will refund all Premium paid for cover under the insurance policy if You request cancellation of the insurance policy within 21 days of its commencement. To do this, You must advise Us in writing and return the Schedule to Your nearest CGU Insurance office. You will not receive a refund if You have made a claim under the insurance policy. Details about the cooling-off period are shown in the policy wording under 'Money Back Guarantee' on page 6.

## **What to do if You have a dispute**

If You have a concern about the insurance policy, our decision on Your claim, our service or the service of our authorised representatives, loss adjusters or investigators, You may access our internal dispute resolution process. To do so, please contact Your nearest CGU Insurance office.

In the event We are unable to resolve Your concern through our internal dispute resolution process, You may then request the matter be reviewed by the Insurance Ombudsman Service. This is a free service available to You by calling 1300 78 08 08. The scheme is administered by the Insurance Ombudsman Service Limited ABN 23 062 284 888. Details about the dispute resolution system are shown in the policy wording under 'Our service commitment' on page 24.

You will not be able to have Your dispute resolved by the Insurance Ombudsman Service if Your staff numbers or business turnover exceed the limits prescribed in the Insurance Ombudsman Service Limited's Terms of Reference.

## **Your privacy**

We treat Your personal information with care. We will not release Your personal information to anyone else other than another insurer, any third party who you have been dealing with in respect to this insurance policy and who referred you to Us, an insurance reference service or as permitted or required by law. In the event of a claim, We may disclose information to and/or collect additional information about You from investigators or legal advisers. Details about Your privacy are shown in the policy wording under 'The way We handle Your personal information' on page 7.

## **Your duty of disclosure**

We rely upon the information You provide to Us when You apply for insurance, and when You renew, change or reinstate Your policy. You must tell Us everything that You know, or should know, could affect our decision to insure You and/or the terms on which We insure You.

Details about disclosure of information are shown in the policy wording under 'What You need to tell Us' on page 8 and 'What You do not need to tell Us' on page 8.

## **How to apply for insurance**

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

## **How to make a claim**

To make a claim, please contact Your nearest CGU Insurance office, as shown on the back page of the policy, when something happens that You believe You can claim for. Details about making a claim are shown in the policy wording under 'Claim procedures' on page 22, and 'Settlement' on pages 14 and 15.

## Taxation information

We show all taxes and charges as separate items on all Schedules (e.g. stamp duty and the Goods and Services Tax). Details about the effect of Goods and Services Tax on claims are shown in the policy wording under General Condition 5.(10) – ‘Goods and services tax’ on page 23.

## Significant features and benefits

You have a choice of three levels of cover to select from.

Cover options	Description of cover provided
Comprehensive	<ul style="list-style-type: none"><li>◆ Cover loss, destruction or damage to Your Vehicle.</li><li>◆ Covers Your legal liability for property damage or personal injury, arising out of the use of Your Vehicle.</li></ul>
Fire, Theft and Third Party	<ul style="list-style-type: none"><li>◆ Covers loss, destruction or damage to Your Vehicle caused by fire or theft.</li><li>◆ Covers Your legal liability for property damage or personal injury, arising out of the use of Your Vehicle.</li></ul>
Third Party Only	<ul style="list-style-type: none"><li>◆ Covers Your legal liability for property damage or personal injury, arising out of the use of Your Vehicle.</li></ul>

With each cover option, a range of benefits is included. These benefits are shown in the policy wording under ‘Section 1 – Defined Events’ on pages 12 and 13, ‘Section 2 – Settlement’ on pages 14 and 15, and ‘Section 3 – Additional Benefits’ on pages 16 to 19.

You still need to read the policy wording, which commences on page 6, the policy schedule, and any endorsements applicable to Your policy, for a full description of the benefits and features of the insurance policy.

## Exclusions

Our insurance is designed to provide protection for You in the event of something happening that has been insured against.

Under some circumstances, this policy will not provide any insurance cover to You. For example, if You deliberately damage a Vehicle. It is important that You are aware of these exclusions and so You should read them. In the policy wording these exclusions are shown under ‘Section 1 – Defined Events’ on pages 12 and 13, and ‘Section 4 – General Exclusions’ on pages 20 and 21.

There are things that You must do in order for Your insurance cover to apply. For example, You must take all reasonable steps to recover lost or stolen property. In the policy wording We show what You need to do under ‘Section 5 – General Conditions’ on pages 22 and 23.

You still need to read the policy wording, which commences on page 6, the policy schedule, and any endorsements applicable to Your policy, for a full description of the exclusions applicable to the insurance policy.

## Significant risks

### Disclosure

You have certain disclosure obligations that You need to comply with. Failure to comply with these obligations may have consequences in terms of Your insurance cover or in the event that You make a claim. Your disclosure obligations and the consequences of not complying with these obligations are outlined in the policy wording under ‘What You need to tell Us’ and ‘What will happen if You do not tell Us’ on page 8

### Excesses

If You make a claim under the policy, You may be required to pay one or more Excesses. The description of these Excesses and the circumstances in which they are applied are shown in the policy wording under ‘Excess’ on page 10 and the amount of Excess applying to each Vehicle will be shown in Your Schedule.

We take into consideration a number of factors in setting the amount of the variable Excess. These include factors relating to the type of Vehicles being insured including modifications made to the Vehicles, the age and driving experience of people who will be driving the Vehicles, where and how the Vehicles are used, the type of loss covered, the place where Your Vehicles are garaged, and Your previous insurance and claims history. At the time of Your enquiry or application for Motor Vehicle Fleet Insurance, the amount of each Excess will be advised to You.

### **Endorsements**

We may alter the terms, conditions, limitations, benefits and exclusions of the policy by endorsements. You still need to read the policy wording, which commences on page 6, the policy Schedule, and any endorsements applicable to Your policy, for a full appreciation of the effect these endorsements have on the insurance policy.

### **Costs**

The Premium payable by You will be shown in Your Schedule.

The key factors that influence the Premium calculation are reflected in the questions asked, and information sought at the time of Your enquiry or application for Motor vehicle fleet insurance. These include factors relating to the make, model and type of Vehicles being insured including modifications made to the Vehicle, the age and driving experience of people who will be driving the Vehicle, where and how the Vehicle is used, the type of loss covered, the place where Your Vehicles are garaged, and Your previous insurance and claims history.

Premiums are subject to Commonwealth and state taxes and/or charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and/or charges will be shown in Your Schedule.

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# Motor vehicle fleet insurance policy

## Important information

Please read this policy before You apply for insurance.

This policy sets out the terms, conditions and limits that apply for the insurance We make available to You. If We accept Your application for insurance, You will receive a Schedule that sets out details of the insurance You have taken out.

Our agreement with You is made up of Your application, this insurance policy booklet and the Schedule and endorsements We send to You. Endorsements are notices We send to confirm any change to Your insurance.

When Your policy is renewed or changed, We will send You a new Schedule. It will then become the current Schedule.

Keep this insurance policy in a safe place. You may want to refer to it from time to time.

We recommend that You keep receipts for major items You purchase.

If You need more information about this insurance policy, please contact Your insurance adviser. We are happy to give You personal attention and service in relation to this or any other insurance enquiry.

## Guarantee

We aim to give You the highest possible standard of service, treating You fairly and honestly at all times.

### Money Back Guarantee

You have twenty-one days from the commencement of Your insurance policy to be sure You have the cover You require. If it is not the cover You require, You can cancel the policy. To do this, You must advise Us in writing and return the Schedule and insurance policy to Your nearest CGU Insurance office. You will receive a full refund of the Premium paid, providing nothing has occurred for which a claim is payable under the policy.

## General Insurance Code of Practice

We proudly support the General Insurance Code of Practice.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The Code aims to improve:

- ◆ The quality, comprehension and accuracy of policy documents and other information provided to consumers.
- ◆ Employee and representative training and supervision.
- ◆ Claims handling and dispute resolution.

Brochures on the Code are available from Your nearest CGU office.

## The way We handle Your personal information

We collect personal information from You for the purpose of providing You with insurance products, services, processing and assessing claims.

You can choose not to provide this information, however, We may not be able to process Your requests.

We may disclose information We hold about You to another insurer, any third party who you have been dealing with in respect to this insurance policy and who referred you to Us, an insurance reference service or as permitted or required by law. In the event of a claim, We may disclose information to and/or collect additional information about You from investigators or legal advisers.

If You wish to access or update the information We hold about You, please contact Us.

# Your policy

## What You need to tell Us

You must tell Us everything that You know, or should know, that could affect our decision to insure You and/or the terms on which We insure You.

You must do this when You apply for a policy, when You renew Your policy and when You change or reinstate Your policy. When We ask You specific questions, You must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured by the policy answers all questions in this way. These requirements are part of the Insurance Contracts Act 1984.

## What You do not need to tell Us

You do not need to tell Us anything that:

- ◆ Reduces our risk.
- ◆ Is of common knowledge.
- ◆ We know, or as an insurer should already know.
- ◆ We tell You We do not want to know.

## What will happen if You do not tell Us

If You withhold relevant information or You do not answer our questions in the way We have described, We can reduce the amount We pay for Your claim, or We can cancel Your policy. If Your failure to tell Us is fraudulent, or Your answers are untruthful, We can treat Your policy as if it never existed.

## When You are insured

Your insurance begins when We accept Your application. The commencement date of Your insurance will be shown on the Schedule that We will send You.

The insurance applies for the period for which You have paid Us (or agreed to pay Us) the Premium. You may pay Your Premium by cash, cheque or credit card. If Your cheque or credit card is dishonoured by Your financial institution, You are not insured.

If You qualify, You can also pay Your Premium by instalments direct from a financial institution account or from Your credit card. You cannot make a claim under this policy if You owed Us more than one month's Premium when the event about which You want to claim happened.

If You pay Your Premium by instalments and You are more than one month behind, We can cancel Your policy, with written notice of immediate cancellation.

If You have a total loss, We may deduct the instalments for the balance of the period of insurance from the amount We pay You.

## Who is insured

The person(s), company(ies) or firm(s) named as the Insured in the Schedule of this policy and any other body corporate or entities in which the Insured has a Controlling Interest, subject to the other body corporate or entities carrying on the same or substantially the same Business as described in the Schedule, are insured.

In this policy those person(s) or company(ies) are referred to as 'You' or 'Your'.

## Who is the insurer

CGU Insurance Limited is the insurer. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291. In this policy the insurer is referred to as 'We', 'Us', or 'Our'.

CGU has relationships with brokers, Authorised Representatives and other intermediaries who issue CGU policies. CGU pays remuneration to brokers, Authorised Representatives and other intermediaries when they issue, renew or vary CGU policies.

## The insurance cover You select

Under the Motor vehicle fleet insurance policy, You can select the following types of cover:

- ◆ Comprehensive – Section 1, Defined Events (1) and (2) are operative and Defined Event (3) is not operative;
- ◆ Fire, Theft and Third Party – Section 1, Defined Events (2) and (3) are operative and Defined Event (1) is not operative; or
- ◆ Third Party Only – Section 1, Defined Event (2) is operative and Defined Events (1) and (3) are not operative.

The type of cover You have selected will be shown in Your Schedule, or in other documents forming part of Your policy.

## General Definitions

The intended meanings of some of the important words used throughout this policy are shown in the following table.

Words	Meaning
<b>Accessories</b>	<ol style="list-style-type: none"> <li>Standard tools, accessories and equipment fitted to or contained in the Vehicle (including those owned or fitted by Your Employees).</li> <li>Artwork or signwriting, gates, tarpaulins, chains, ropes, and winches while attached to or contained within the Vehicle.</li> <li>Any additional tools, accessories or equipment that We have agreed to insure and described in the Schedule or in other documents forming part of Your policy.</li> </ol>
<b>Agreed Value</b>	If Your Vehicle is insured on Agreed Value basis, the fixed amount for which We agree to cover Your Vehicle during the current Period of Insurance.
<b>Business</b>	Your Business, trade, or profession, as specified in the Schedule, or in other documents forming part of Your policy.
<b>Controlling Interest</b>	Being in a position to cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting.
<b>Dangerous Goods</b>	Substances or items classified as: <ol style="list-style-type: none"> <li>explosives in the Australian Code for the Transport of Explosives by Road and Rail; or</li> <li>dangerous goods in the Australian Code for the Transport of Dangerous Goods by Road and Rail.</li> </ol>
<b>Electronic Data</b>	Facts, concepts and information converted to a form usable for communications, display, distribution, interpretation, or processing by electronic or electromechanical data processing or electronically controlled equipment.
<b>Employee</b>	Any person employed by You under a contract of service.
<b>Excess</b>	<ol style="list-style-type: none"> <li>The amount You have to pay for each Vehicle in respect of each and every event giving rise to a claim under this policy.</li> <li>We may apply the following Excesses to Your policy: <ol style="list-style-type: none"> <li>Basic Excess;</li> <li>Voluntary Excess;</li> <li>Age or Inexperienced Driver Excess;</li> <li>Any other Excesses as imposed by Us.</li> </ol> </li> <li>The Excess(es) applicable to Your policy will be specified in the Schedule or in other documents forming part of Your policy.</li> </ol>
<b>Inexperienced Driver</b>	A driver who is 25 years of age or older and: <ol style="list-style-type: none"> <li>has been licensed for less than 2 years to drive the class of vehicle being driven; or</li> <li>is holding a learner permit for the class of vehicle being driven.</li> </ol>
<b>Market Value</b>	The cost to replace a vehicle with another vehicle of the same age, condition, make and model, immediately before the loss, destruction or damage.
<b>Period of Insurance</b>	The period specified in the Schedule.
<b>Personal Effects</b>	Items of clothing or personal belongings normally worn or carried by a person but not including: <ol style="list-style-type: none"> <li>firearms;</li> <li>mobile phones;</li> <li>cheques, money, credit cards or negotiable instruments;</li> <li>jewellery, watches or furs.</li> </ol>
<b>Pollutants</b>	Any irritant or contaminant, including, but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
<b>Premium</b>	The amount paid or payable by You for the insurance provided under this policy.
<b>Proposal</b>	The application form completed by You giving answers, particulars, and statements in respect of the insurance.
<b>Schedule</b>	The schedule issued by Us, which forms part of this policy and shows Your policy number, the Premium, the insurance cover selected by You, and any special terms, limits, conditions, exclusions and endorsements and any Excesses.

## General Definitions (continued)

Words	Meaning
<b>Situation</b>	The geographic location shown as the Situation in the Schedule, or in other documents forming part of Your policy.
<b>Software</b>	Programs, procedures, and routines associated with the operation of electronic or electromechanical data processing or electronically controlled equipment, including any operating system.
<b>Sum Insured</b>	The amount specified in the Schedule, or in other documents forming part of Your policy, against each of Your Vehicles.
<b>Total Loss</b>	When: <ol style="list-style-type: none"> <li>1. We assess that the likely cost to repair the Vehicle plus the value of any salvage exceeds:               <ol style="list-style-type: none"> <li>(a) the Agreed Value if Your Vehicle is insured for Agreed Value; or</li> <li>(b) the Market Value or Sum Insured, whichever is less; or</li> </ol> </li> <li>2. the Vehicle is stolen and not recovered within a reasonable period of time as determined by Us.</li> </ol>
<b>Tool of Trade</b>	Any vehicle, plant or equipment that is being used for excavating, digging, grading, drilling, lifting, pumping, vacuuming or other mechanical work, other than for: <ol style="list-style-type: none"> <li>1. loading and unloading goods onto or from a vehicle, by use of a crane mounted on that vehicle; or</li> <li>2. transit to or from or within a work site; or</li> <li>3. transport or haulage.</li> </ol>
<b>Vehicle</b>	Any mechanically propelled vehicle or motorcycle, trailer or caravan: <ol style="list-style-type: none"> <li>1. designed for use on land only; and</li> <li>2. described in Your Schedule or in other documents forming part of Your policy, including their Accessories.</li> </ol>
<b>We, Us, Our</b>	CGU Insurance Limited ABN 27 004 478 371.
<b>You, Your</b>	The person, company(ies) or firm(s) named as the Insured in the Schedule of this policy and any other body corporate or entities in which the Insured has a Controlling Interest, subject to the other body corporate or entities carrying on the same or substantially the same Business as described in the Schedule.

## Section 1 – Defined Events

Depending on the type of cover You have selected, We insure You for loss, destruction or damage occurring during the Period of Insurance, within Australia, and caused by the 'Defined Events' listed below.

If the Type of Cover shown in Your Schedule, or in other documents forming part of Your policy, is:

- ◆ Comprehensive – Section 1, Defined Events (1) and (2) are operative and Defined Event (3) is not operative;
- ◆ Fire, Theft and Third Party – Section 1, Defined Events (2) and (3) are operative and Defined Event (1) is not operative; or
- ◆ Third Party Only – Section 1, Defined Event (2) is operative and Defined Events (1) and (3) are not operative.

Defined Event We will pay for	We will not pay (Refer also to the General Exclusions in Section 4)
<p><b>(1) Loss, destruction or damage to Your Vehicles caused by fire, storm, hail, flood, vandalism, theft or attempted theft, or any accident, unless specifically excluded under this policy</b></p>	<p>We will not pay for loss or damage caused by or arising out of:</p> <ul style="list-style-type: none"> <li>(a) gradual deterioration or depreciation.</li> <li>(b) wear and tear, rust or corrosion.</li> <li>(c) structural, mechanical, or electrical breakdown or failure.</li> <li>(d) the tyres of the Vehicle being damaged by the application of brakes, or by road punctures, cuts or bursts.</li> <li>(e) loss of use of the Vehicle.</li> <li>(f) loss by theft or attempted theft of the Vehicle: <ul style="list-style-type: none"> <li>(i) during or after a fire or accident unless You have taken reasonable steps to ensure the safety of the Vehicle;</li> <li>(ii) by false pretence or by fraudulent conversion; or</li> <li>(iii) by any person to whom You have entrusted the Vehicle for any purpose.</li> </ul> </li> <li>(g) loss by theft of tarpaulins, chains, ropes and winches attached to or contained in Your Vehicle, unless as a result of theft of the Vehicle.</li> <li>(h) solidification of any goods carried by Your Vehicle or in any container carried by Your Vehicle.</li> </ul>
<p><b>(2) The incurring of a legal liability to pay compensation or damages for property damage or personal injury, arising out of the use of Your Vehicles</b></p>	<ul style="list-style-type: none"> <li>(a) We will not pay for any liability caused by, arising out of, or in connection with: <ul style="list-style-type: none"> <li>(i) the use of any unregistered or unlicensed Vehicle.</li> <li>(ii) the use of the Vehicle as a Tool of Trade.</li> <li>(iii) the discharge, seepage, dispersal, release or escape of Pollutants into or upon any property or land, or into the atmosphere or any watercourse or body of water, except as provided in Section 3.(2)(e).</li> <li>(iv) the transportation of: <ul style="list-style-type: none"> <li>(A) gases in containers having a capacity exceeding 500 litres; or</li> <li>(B) all other Dangerous Goods, in containers having a capacity exceeding 450 litres or a net mass exceeding 400 kilograms, except as provided in Section 3.(2)(j).</li> </ul> </li> </ul> </li> <li>(b) We will not pay for any liability: <ul style="list-style-type: none"> <li>(i) to any member of Your family or to any person ordinarily residing with You or with whom You ordinarily reside.</li> <li>(ii) in respect of which You are, or any other person is, required by law to have in force at the time such liability is incurred, a policy of insurance.</li> <li>(iii) in respect of which insurance is required by virtue of any statutory workers' compensation scheme.</li> </ul> </li> <li>(c) We will not pay for: <ul style="list-style-type: none"> <li>(i) property belonging to You or in Your custody or control;</li> <li>(ii) fines or penalties; or</li> <li>(iii) punitive, exemplary, or aggravated damages.</li> </ul> </li> </ul>

## Section 1 – Defined Events (continued)

Defined Event We will pay for	We will not pay (Refer also to the General Exclusions in Section 4)
<p><b>(3) Loss, destruction or damage to Your Vehicles caused by fire or theft</b></p>	<p>We will not pay for loss or damage caused by or arising out of:</p> <ul style="list-style-type: none"> <li>(a) gradual deterioration or depreciation.</li> <li>(b) wear and tear, rust or corrosion.</li> <li>(c) structural, mechanical, or electrical breakdown or failure.</li> <li>(d) loss of use of the Vehicle.</li> <li>(e) loss by theft or attempted theft of the Vehicle:               <ul style="list-style-type: none"> <li>(i) during or after a fire unless You have taken reasonable steps to ensure the safety of the Vehicle;</li> <li>(ii) if the theft involved the use of its own key and the key was left in or on the Vehicle;</li> <li>(iii) by false pretence or by fraudulent conversion; or</li> <li>(iv) by any person to whom the Insured has entrusted the Vehicle for any purpose.</li> </ul> </li> <li>(f) loss by theft of tarpaulins, chains, ropes and winches attached to Your Vehicle, unless as a result of theft of the Vehicle.</li> </ul>

## Section 2 – Settlement

(1) If You have a valid claim for loss, destruction or damage to Your Vehicle under Section 1.(1), We will settle Your claim on the basis set out below.

	<b>Settlement Basis</b>
<b>(a) Repair of Your Vehicle</b>	<p>(i) We will either repair or replace the Vehicle or, at Our option, make a cash payment equivalent to the cost of repairing or replacing the Vehicle.</p> <p>(ii) If We elect to repair the Vehicle:</p> <p style="padding-left: 20px;">(A) You can suggest a repairer, or You can contact Us to suggest one for You;</p> <p style="padding-left: 20px;">(B) if We do not accept Your choice of repairer, You must still cooperate with Us to select another repairer that You and We can mutually agree on.</p> <p>(iii) If the Vehicle is repaired to a better condition than it was before the loss, destruction, or damage, You may be required to contribute to the cost of the repairs and Your contribution will be based on the increased value of the Vehicle.</p>
<b>(b) Cost of parts</b>	<p>We will not pay the cost of:</p> <p>(i) spare parts (whether available within Australia or not) in excess of the manufacturer's last issued catalogue or price list for use in Australia.</p> <p>(ii) air freight of parts.</p>
<b>(c) Total Loss</b>	<p>When We have settled a claim as a Total Loss:</p> <p>(i) the wreckage becomes Our property;</p> <p>(ii) any proceeds of any salvage sale becomes Ours; and</p> <p>(iii) the insurance on the Vehicle terminates without refund of Premium.</p>
<b>(d) Limit of Liability - Section 1 – Defined Event (1)</b>	<p>(i) Our liability is limited to the lesser of the:</p> <p style="padding-left: 20px;">(A) Sum Insured; or</p> <p style="padding-left: 20px;">(B) Market Value,</p> <p style="padding-left: 40px;">of the Vehicle at the time of loss, destruction, or damage, less the stated Excess(es), but</p> <p>(ii) if Your Vehicle is insured on Agreed Value basis, Our liability is instead limited to the Agreed Value, less the stated Excess(es).</p>
<b>(e) Excess</b>	<p>You are liable for the Excess(es) specified in the Schedule, or in other documents forming part of Your policy. All applicable Excesses are cumulative.</p>

(2) If You have a valid claim under Section 1.(2), We will pay for Your liability incurred on the basis set out below.

	<b>Settlement Basis</b>
<b>(a) Limit of Liability - Section 1 – Defined Event (2)</b>	<p>We will pay, in relation to any one accident, or series of accidents arising out of the one event, up to a total of:</p> <p>(i) \$20,000,000; or</p> <p>(ii) if an amount is specified in the Schedule, that amount,</p> <p>including Your legal costs and expenses incurred with Our written consent or recoverable from You by a claimant, less any stated Excess.</p>
<b>(b) Excess</b>	<p>You are liable for the Excess(es) specified in the Schedule, or in other documents forming part of Your policy. All applicable Excesses are cumulative.</p>

## Section 2 – Settlement (continued)

(3) If You have a valid claim for loss, destruction or damage to Your Vehicle under Section 1.(3), We will settle Your claim on the basis set out below.

	<b>Settlement Basis</b>
<b>(a) Repair of Your Vehicle</b>	<p>(i) We will either repair or replace the Vehicle or, at Our option, make a cash payment equivalent to the cost of repairing or replacing the Vehicle.</p> <p>(ii) If We elect to repair the Vehicle:</p> <p style="padding-left: 20px;">(A) You can suggest a repairer, or You can contact Us to suggest one for You;</p> <p style="padding-left: 20px;">(B) if We do not accept Your choice of repairer, You must still cooperate with Us to select another repairer that You and We can mutually agree on.</p> <p>(iii) If the Vehicle is repaired to a better condition than it was before the loss, destruction, or damage, You may be required to contribute to the cost of the repairs and Your contribution will be based on the increased value of the Vehicle.</p>
<b>(b) Cost of parts</b>	<p>We will not pay the cost of:</p> <p>(i) spare parts (whether available within Australia or not) in excess of the manufacturer’s last issued catalogue or price list for use in Australia; or</p> <p>(ii) air freight of parts.</p>
<b>(c) Total Loss</b>	<p>When We have settled a claim as a Total Loss:</p> <p>(i) the wreckage becomes Our property;</p> <p>(ii) any proceeds of any salvage sale becomes Ours; and</p> <p>(iii) the insurance on the Vehicle terminates without refund of Premium.</p>
<b>(d) Limit of Liability - Section 1 – Defined Event (3)</b>	<p>Our liability is limited to the lesser of the:</p> <p>(i) Sum Insured; or</p> <p>(ii) Market Value,</p> <p>of the Vehicle at the time of loss, destruction, or damage, less the stated Excess(es).</p>
<b>(e) Excess</b>	<p>You are liable for the Excess(es) specified in the Schedule, or in other documents forming part of Your policy. All applicable Excesses are cumulative.</p>

## Section 3 – Additional Benefits

(1) If You have a valid claim for loss, destruction or damage to Your Vehicle under Section 1.(1), We will extend Your insurance to include the following Additional Benefits. These benefits apply in addition to the 'Limit of Liability - Section 1, Defined Event (1)', unless otherwise stated.

Additional Benefits	Limits to Additional Benefits
<b>(a) Towing</b>	We will pay the reasonable cost of protection and removal of the Vehicle to the nearest repairer, or place of safety approved by Us.
<b>(b) Recovery and return of Vehicle following theft</b>	If Your Vehicle is stolen and then recovered, We will pay up to \$2,000 for the reasonable costs incurred in recovery and return of the Vehicle to the place it is usually garaged.
<b>(c) Emergency repairs</b>	We will pay up to \$500 for the reasonable cost of immediate repairs to enable Your Vehicle to be driven safely, following loss, destruction or damage.
<b>(d) Completion of journey</b>	We will pay up to \$1,000 for the reasonable cost of: <ul style="list-style-type: none"> <li>(i) hiring another vehicle of similar make and model to complete the journey, or to return Your Vehicle to the place where it is usually garaged;</li> <li>(ii) returning Your driver and any non fare-paying passengers to the point of departure or, at Your option, transporting them to the driver's destination; or</li> <li>(iii) overnight accommodation costs if the journey cannot be completed within the day due to the loss, destruction or damage, if Your Vehicle cannot be safely driven, and the loss, destruction or damage occurs more than 150 kilometres from where Your Vehicle is usually garaged.</li> </ul>
<b>(e) New vehicle</b>	If Your Vehicle is: <ul style="list-style-type: none"> <li>(i) a sedan or station wagon, or is a four-wheel drive, van, utility, or other goods carrying vehicle and has a carrying capacity not exceeding 5 tonnes; and</li> <li>(ii) less than 12 months old from the date Your vehicle was first registered; and</li> <li>(iii) declared a Total Loss,</li> </ul> We will replace Your Vehicle with a new vehicle of the same make and model and with the same accessories, (or if unavailable, a Vehicle of similar make and model and with similar accessories), including registration fees, compulsory third party insurance, delivery charges and stamp duty.
<b>(f) Lease payout</b>	We will pay up to 20% of the 'Limit of Liability – Section 1, Defined Event (1)', toward the discharge of Your obligation under a lease agreement, if: <ul style="list-style-type: none"> <li>(i) Your Vehicle is declared a Total Loss; and</li> <li>(ii) the lease payout exceeds the 'Limit of Liability – Section 1, Defined Event (1)'. The amount payable under this Additional Benefit 3.(1)(f) will be reduced by any:               <ul style="list-style-type: none"> <li>(iii) payments and interest in arrears at the time of loss, destruction or damage; or</li> <li>(iv) discounts in respect of finance discharge, including interest for the unexpired term of the agreement.</li> </ul> </li> </ul>
<b>(g) Hiring costs following theft</b>	We will pay: <ul style="list-style-type: none"> <li>(i) up to \$100 per day;</li> <li>(ii) for a maximum period of 21 days; and</li> <li>(iii) no more than \$1,500 in total,</li> </ul> for the reasonable cost incurred by You for hiring a replacement vehicle, of similar make and model or carrying capacity, following notification by You to Us of theft of Your Vehicle. <p>We will not pay this Additional Benefit 3.(1)(g) in respect of any period of hire continuing after Your Vehicle has been recovered and repaired, or after We settle Your claim as a Total Loss.</p>
<b>(h) Expediting Expenses</b>	We will pay up to \$5,000 or 50% of the normal repair costs, whichever is less, for the reasonable cost necessary to effect immediate temporary repairs or to expedite permanent repairs to Your Vehicle.
<b>(i) Use of trailers</b>	We will pay up to \$500 or the Market Value of the trailer, whichever is less, for loss, destruction, or damage sustained by any two-wheeled or four-wheeled trailer while it is attached to Your Vehicle.
<b>(j) Replacement of locks and keys</b>	We will pay up to \$2,000 for the reasonable cost of replacing the key ignition barrel and all locks and keys if Your keys are stolen or damaged or there are reasonable grounds to believe Your keys may have been illegally duplicated.
<b>(k) Cost of cleaning up debris</b>	We will pay up to \$10,000 for the cost necessarily incurred in the clean up and removal of debris from: <ul style="list-style-type: none"> <li>(i) goods falling from Your Vehicle; or</li> <li>(ii) the spillage, escape, or explosion of goods being carried by Your Vehicle.</li> </ul>

## Section 3 – Additional Benefits (continued)

Additional Benefits	Limits to Additional Benefits
<b>(l) Tyre replacement</b>	We will pay for the new replacement cost of tyres if any tyre cannot be used following loss, destruction or damage, if: (i) the condition of the damaged tyre, before it was damaged, conformed with legal requirements; and (ii) it was not a recapped or retread tyre.
<b>(m) Personal Effects</b>	We will pay up to \$1,000 for loss, destruction, or damage to Personal Effects belonging to You or Your Employees, if they are not otherwise insured, and are: (i) lost, destroyed, or damaged in an accident involving Your Vehicle; or (ii) stolen from Your Vehicle while it is securely locked.
<b>(n) Funeral expenses</b>	We will pay up to \$5,000 for funeral, burial or cremation expenses in the event of the death of Your driver: (i) arising out of an accident involving Your Vehicle; and (ii) occurring within 12 calendar months from the date of the accident.  This Additional Benefit 3.(1)(n) includes the expenses, associated with the funeral, burial or cremation, for transportation of the body of the deceased person and for travelling by any member of the deceased person's immediate family.
<b>(o) Disabled driver modifications</b>	We will pay up to \$3,000 for the reasonable costs incurred to modify Your Vehicle or Your driver's own private vehicle, if Your driver is permanently injured in an accident involving Your Vehicle.
<b>(p) Faultless collision Excess waiver</b>	We will not apply any Excess if: (i) Your Vehicle is involved in a collision with another vehicle; and (ii) We agree that the driver of the other vehicle was totally at fault; and (iii) You provide Us with the registration number of the other vehicle, and the name and address of its driver, and (iv) Your claim exceeds the Excess(es) that would otherwise be applicable.
<b>(q) Windscreen Excess waiver</b>	We will not apply any Excess(es) if Your Vehicle is a sedan or a station wagon, or is a four-wheel drive, van, utility, or other goods carrying vehicle and has a carrying capacity not exceeding 5 tonnes, and Your claim is wholly or primarily for damage to its windscreen or windows.
<b>(r) General average</b>	If Your Vehicle is being transported by sea between places within Australia, We will pay Your contribution for general average and salvage charges, where such maritime conditions apply, or the 'Limit of Liability - Section 1, Defined Event (1)', whichever is less.
<b>(s) Vehicles being transported</b>	We will pay up to \$300,000 in respect of any one event for loss, destruction, or damage to Your Vehicle(s) whilst being transported by road, rail, sea or air between places within Australia or whilst being loaded before or unloaded after such transportation.
<b>(t) Other interested party</b>	We will extend cover to include any entity or person who has a financial and insurable interest in Your Vehicle.
<b>(u) Guarantee on quality of repairs</b>	If Your Vehicle is a sedan or station wagon, or is a four-wheel drive, van, utility, or other goods carrying vehicle that has a carrying capacity not exceeding 5 tonnes and is repaired by a repairer suggested by Us, We guarantee the quality of those repairs for as long as You own the Vehicle.

(2) If You are insured for legal liability under Section 1.(2), We will extend Your insurance to include the following Additional Benefits. These benefits are always subject to the extent of cover provided under Section 1.(2) and do not extend the 'Limit of Liability - Section (1), Defined Event (2)'.

Additional Benefits	Limits to Additional Benefits
<b>(a) Substitute vehicle</b>	We will pay for Your liability arising from the use of a substitute vehicle, as if it were Your Vehicle, if: (a) the substitute vehicle is being used because Your Vehicle is being repaired or serviced as a result of damage, or mechanical or electrical breakdown or failure; (b) the substitute vehicle is not owned by You and is in Your custody or control; (c) no other insurance policy provides cover for the same liability; and (d) not more than one substitute vehicle is used at any one time in respect of the Vehicle.  We will pay for Your liability for loss, destruction or damage to the substitute vehicle not otherwise insured.
<b>(b) First aid costs</b>	We will pay up to \$5,000 for expenses reasonably incurred by You for first aid given to others as a result of an accident involving Your Vehicle, but We will only pay such expenses if to do so does not contravene the appropriate governing laws.

## Section 3 – Additional Benefits (continued)

Additional Benefits	Limits to Additional Benefits
<b>(c) Emergency services costs</b>	<p>We will pay up to \$5,000 for Your Liability for charges imposed by the following authorities, as a result of an accident involving Your Vehicle:</p> <ul style="list-style-type: none"> <li>(i) Fire Brigade;</li> <li>(ii) State, Federal or Local Government Emergency Services;</li> <li>(iii) Police.</li> </ul>
<b>(d) Indemnity to other parties</b>	<p>We will pay all sums which:</p> <ul style="list-style-type: none"> <li>(i) Your employer, principal, or partner; or</li> <li>(ii) The Australian Federal, State or Local Government,</li> </ul> <p>becomes legally liable to pay in respect of personal injury or property damage caused by, or arising out of, the use of Your Vehicle.</p>
<b>(e) Pollution</b>	<p>We will pay for Your liability arising out of discharge, dispersal, release or escape of Pollutants if it:</p> <ul style="list-style-type: none"> <li>(i) is caused by the operation, ownership, possession or use of Your Vehicle;</li> <li>(ii) is caused by a sudden, identifiable, unintended and unexpected incident;</li> <li>(iii) takes place in its entirety at a specific point in time during the Period of Insurance; and</li> <li>(iv) does not relate to any property, land, air, watercourse or body of water that You own or occupy or have in Your custody or control.</li> </ul>
<b>(f) Vehicles under tow</b>	<p>We will pay for Your liability arising from an accident that involves any vehicle that is being towed by Your Vehicle.</p> <p>We will not pay for Your liability for loss, destruction or damage to the vehicle that is being towed.</p>
<b>(g) Trailers</b>	<p>We will pay for Your liability arising from any trailer while it is:</p> <ul style="list-style-type: none"> <li>(i) attached to Your Vehicle; or</li> <li>(ii) accidentally detached from Your Vehicle while it is in motion.</li> </ul> <p>We will not pay for Your liability for loss, destruction or damage to such trailer.</p>
<b>(h) Non owned vehicles</b>	<p>We will pay for Your liability arising from the use of any vehicle not owned or supplied by You, while that vehicle is being driven by You or by a person authorised by You in connection with Your Business.</p> <p>We will not pay for Your liability for loss, destruction or damage to such vehicle.</p>
<b>(i) Non owned vehicles in Your car park</b>	<p>We will pay for Your liability for loss, destruction or damage to vehicles belonging to Your Employees or visitors whilst in a car park owned or operated by You, but not if You charge a fee for the use of that car park.</p>
<b>(j) Dangerous Goods</b>	<p>We will pay up to \$500,000 or, if an amount is specified in Your Schedule as the Limit of Liability for Dangerous Goods, that amount, in respect of Your liability arising out of the use of Your Vehicle in connection with the transportation of Dangerous Goods, where the transportation of such Dangerous Goods is in compliance with the:</p> <ul style="list-style-type: none"> <li>(i) Australian Code for the Transport of Explosives by Road and Rail; and</li> <li>(ii) Australian Code for the Transport of Dangerous Goods by Road and Rail.</li> </ul>
<b>(k) Cross liability</b>	<p>If You comprise of more than one party, We will treat each party as if it were the only party insured by this policy, and We waive Our rights of recovery, in relation to any liability that would be covered by this policy, against any party insured by this policy.</p> <p>This Additional Benefit 3.(2)(k) is always subject to the operation of the joint insureds provision in Section 5.(4).</p>
<b>(l) Liability of driver or passenger</b>	<p>We will treat as though he or she were You, any person who:</p> <ul style="list-style-type: none"> <li>(i) with Your consent was driving, using, or in charge of Your Vehicle at the time of the accident, provided that he or she is not entitled to cover under any other insurance policy; or</li> <li>(ii) at the time of the accident was an authorised passenger in Your Vehicle.</li> </ul>

### Section 3 – Additional Benefits (continued)

(3) If You have a valid claim for loss, destruction or damage to Your Vehicle under Section 1.(3), We will extend Your insurance to include the following Additional Benefits. These benefits apply in addition to the 'Limit of Liability – Section 1, Defined Event (3)', unless otherwise stated.

Additional Benefits	Limits to Additional Benefits
<b>(a) Towing</b>	We will pay the reasonable cost of protection and removal of the Vehicle to the nearest repairer, or place of safety approved by Us.
<b>(b) Recovery and return of Vehicle following theft</b>	If Your Vehicle is stolen and then recovered, We will pay up to \$2,000 for the reasonable costs incurred in recovery and return of the Vehicle to the place it is usually garaged.

(4) If You are insured under this policy, We will extend Your insurance to include the following Additional Benefits. These benefits do not extend the 'Limit of Liability – Section 1' in respect of any of the Defined Events unless otherwise stated.

Additional Benefits	Limits to Additional Benefits
<b>(a) Acquired companies</b>	<p>We will provide Comprehensive cover to vehicles of any company, firm or business purchased, formed or acquired by You during the Period of Insurance if:</p> <ul style="list-style-type: none"> <li>(i) You hold a Controlling Interest in such company, firm or business;</li> <li>(ii) You advise Us of Your interest in the company, firm or business within 30 days of such purchase, formation or acquisition; and</li> <li>(iii) where the number of additional vehicles exceeds 25% of the Vehicles declared at the inception of the Period of Insurance, You provide Us with the number and types of additional vehicles insured within 60 days of its purchase, formation or acquisition and pay the additional Premium as may be required.</li> </ul> <p>The maximum We will pay in respect of damage to vehicles of any company, firm or business purchased, formed or acquired by You during the Period of Insurance is the Market Value.</p>
<b>(b) Automatic addition</b>	<p>We will provide Comprehensive cover on vehicles purchased by You during the Period of Insurance if the Vehicle is a sedan or station wagon, or is a four-wheel drive, van, utility, or other goods carrying vehicle that has a carrying capacity not exceeding 10 tonnes.</p> <p>The maximum We will pay, in respect of damage to any such vehicle, is the Market Value or \$150,000, whichever is less.</p>
<b>(c) Employees or volunteers' vehicles</b>	<p>We will provide Comprehensive cover to Your Employees or volunteers using their own vehicles, but only if:</p> <ul style="list-style-type: none"> <li>(i) Your Employee or volunteer is using his or her vehicle in the course of his or her employment or volunteer work with You, and</li> <li>(ii) the vehicle is not covered under any other policy of insurance providing similar insurance as that provided under this Additional Benefit 3.(4)(c).</li> </ul> <p>The maximum We will pay in respect of damage to any such vehicle is the Market Value or \$15,000, whichever is less.</p>
<b>(d) Breach of conditions</b>	The cover provided under this policy will not be prejudiced by the breach or non-compliance with any policy condition by one party of the Insured to any other Insureds.
<b>(e) Damage caused by uninsured vehicles</b>	<p>If the type of cover for Your Vehicle is Fire, Theft and Third Party, or Third Party Only, We will pay up to \$5,000 for the repair or replacement of Your Vehicle where Your Vehicle is damaged as a result of a collision with an uninsured vehicle, if:</p> <ul style="list-style-type: none"> <li>(i) We agree the other driver was completely at fault;</li> <li>(ii) You can provide Us with the name and address of the other driver;</li> <li>(iii) neither the driver nor the owner of the other vehicle was insured; and</li> <li>(iv) the other vehicle was not owned by You, or registered in Your name or in the name of any other person with whom You usually reside or who usually resides with You.</li> </ul>

## Section 4 – General Exclusions

We do not insure You under this policy for loss, destruction, or damage, or for the incurring of liability:

	Excluded Circumstances
<b>(1) Alcohol or drugs</b>	<p>when the Vehicle is being driven by, or is in the charge of, any person:</p> <ul style="list-style-type: none"> <li>(a) under the influence of alcohol, or drugs, or alcohol and drugs;</li> <li>(b) who is driving while the percentage of alcohol in the blood is at a level prohibited by the law of the state or territory in which the driver was driving or in charge of the Vehicle; or</li> <li>(c) who refuses to provide or allow the taking of a sample of breath, blood, or urine for preliminary testing or for analysis as required by the law of the state or territory in which the driver was driving or in charge of the Vehicle.</li> </ul> <p>We will pay if You prove that You did not know, and could not reasonably have known, that the person driving or in charge of the Vehicle, was so affected.</p>
<b>(2) Contractual agreements</b>	<p>if You enter into any contract, warranty, agreement, release, undertaking, or indemnity that limits or excludes Your rights of recovery against, or contribution from, a person or organisation, unless Your rights would have been limited in the same way in the absence of such contract, warranty, agreement, release, undertaking, or indemnity.</p>
<b>(3) Unroadworthy</b>	<p>caused directly or indirectly by the unroadworthy or unsafe condition of the Vehicle.</p> <p>We will pay if You prove that You did not know, and could not reasonably have known, of the unroadworthy or unsafe condition of the Vehicle at the time of the occurrence of the loss, destruction, or damage or the incurring of the liability.</p>
<b>(4) Intentional act</b>	<p>as a result of:</p> <ul style="list-style-type: none"> <li>(a) a wilful or reckless act; or</li> <li>(b) an intentional act; or</li> <li>(c) deliberate exposure to exceptional danger,</li> </ul> <p>except normal evasive action taken in the course of driving, or action taken reasonably in an effort to prevent injury or damage, by any person driving or in charge of the Vehicle.</p>
<b>(5) Unlawful or illegal purpose</b>	<p>when the Vehicle is being used for an unlawful or illegal purpose.</p>
<b>(6) Testing and experimenting</b>	<ul style="list-style-type: none"> <li>(a) when the Vehicle is being used in, or tested in preparation for, racing or pacemaking, or a reliability, navigational, or similar trial, or a speed, hill-climbing, or similar test; or</li> <li>(b) caused by the use of the Vehicle on a racetrack or testing ground; or</li> <li>(c) when the Vehicle is being used in connection with an experiment, test, trial or off-road demonstration.</li> </ul>
<b>(7) Carrying, lifting, or towing capacity</b>	<p>as a result:</p> <ul style="list-style-type: none"> <li>(a) of the Vehicle carrying, lifting, or towing a load greater than the designed carrying, lifting, or towing capacity of the Vehicle; or</li> <li>(b) of the use of two or more cranes or lifting devices to raise or lower a single load.</li> </ul> <p>We will pay if You prove that You did not know, and could not reasonably have known, that the Vehicle was carrying, lifting, or towing a load greater than the designed carrying capacity of the Vehicle.</p>
<b>(8) Vehicle on rails, tracks or cables</b>	<p>when the Vehicle is being used on rails, tracks or cables.</p>
<b>(9) Underground mines, shafts or tunnels</b>	<p>when the Vehicle is being used in underground mines, mining shafts or tunnels that are not public roads.</p>
<b>(10) Stock in trade</b>	<p>when the Vehicle forms part of Your stock in trade of Your Business.</p>
<b>(11) Hire Vehicle</b>	<p>when the Vehicle is:</p> <ul style="list-style-type: none"> <li>(a) used for carrying passengers for hire or reward, other than under a private pooling arrangement; or</li> <li>(b) let on hire.</li> </ul>

## Section 4 – General Exclusions (continued)

	Excluded Circumstances
<b>(12) Unlicensed driver</b>	<p>if any person driving the Vehicle:</p> <p>(a) is not a holder of a current driver licence that allows the person to drive the Vehicle for the purpose for which it is being used; or</p> <p>(b) does not comply with all conditions imposed on his or her driver licence.</p> <p>We will pay if You prove that You did not know, and could not reasonably have known, at the time when the consent was given or implied, that person was not so licensed.</p>
<b>(13) Liquefied petroleum gas</b>	as a result of the use of liquefied petroleum gas (LPG) as a source of fuel, unless there has been full compliance with all relevant statutes and regulations with respect to such use.
<b>(14) Reasonable care</b>	as a result of You failing to take steps that are, in the circumstances, reasonable for the security of the Vehicle, after loss, destruction, or damage to the Vehicle.
<b>(15) Seizure or confiscation</b>	as a result of lawful seizure, confiscation, nationalisation, or requisition of the Vehicle.
<b>(16) Warlike activities, nuclear material, or terrorism</b>	<p>directly or indirectly caused by, or contributed to by, or in consequence of:</p> <p>(a) war or warlike activities, which includes invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or seized power;</p> <p>(b) radioactivity, or from the use, existence or escape of nuclear fuel, material or waste, or the action of nuclear fission;</p> <p>(c) terrorism – being an act, which may include but is not limited to an act involving the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.</p>
<b>(17) Fraudulent claims</b>	<p>if You, or anyone acting on Your behalf or with Your knowledge or connivance, makes a claim knowing or reasonably suspecting the same to be false or fraudulent.</p> <p>Making a fraudulent claim is a criminal offence. We may report to the police any person who lodges a fraudulent claim.</p>
<b>(18) Airport premises</b>	caused directly or indirectly by the use of Your Vehicle on premises of an airport that handles scheduled commercial flights.
<b>(19) Electronic date recognition failure</b>	<p>directly or indirectly caused by, or contributed to by, failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly, or to process correctly, any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date.</p> <p>However, this General Exclusion 4.(19) will not apply to any claim for subsequent loss of, destruction of, or damage to, a Vehicle or other property, sustained in a collision or caused by fire or theft.</p>
<b>(20) Electronic Data and/or Software</b>	<p>of whatsoever nature that consists of or arises directly or indirectly out of or in connection with:</p> <p>(i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data and/or Software;</p> <p>(ii) error in creating, amending, entering, deleting or using Electronic Data and/or Software; or</p> <p>(iii) total or partial inability or failure to receive, send, access or use Electronic Data and/or Software for any time or at all,</p> <p>from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.</p>

## Section 5 – General Conditions

The general conditions set out in the table below apply to the insurance provided in this policy. You must comply with all these General Conditions. Otherwise We may be entitled to refuse to pay a claim or reduce the amount You are entitled to receive.

	General Conditions
<b>(1) Claim procedures</b>	<p>If something happens that is likely to result in You making a claim under this policy:</p> <p>(a) You must:</p> <ul style="list-style-type: none"> <li>(i) immediately contact Us and give Us the details of any loss, destruction, or damage, or claim being made against You;</li> <li>(ii) take all reasonable precautions to prevent or minimise further loss, damage, or liability;</li> <li>(iii) take all reasonable steps to recover lost or stolen property;</li> <li>(iv) immediately send to Us any relevant letter, claim, writ, summons or process You may receive;</li> <li>(v) inform the Police as soon as possible after You become aware of the theft or malicious damage of Your Vehicle; and</li> <li>(vi) retain all the damaged property and provide Us with the opportunity to inspect the damage, if We so require.</li> </ul> <p>(b) You must not:</p> <ul style="list-style-type: none"> <li>(i) authorise any repairs, except as provided in Section 3.(1)(c);</li> <li>(ii) admit liability for any event, loss, damage, or injury or settle or attempt to settle or defend any claim without Our written consent;</li> <li>(iii) incur any legal expenses without Our written consent.</li> </ul>
<b>(2) Alteration of risk or Vehicle</b>	<p>(a) You must immediately notify Us in writing of any changes of which You know that materially alter any of the facts or circumstances that existed at the commencement of this policy.</p> <p>(b) Until:</p> <ul style="list-style-type: none"> <li>(i) We agree in writing to the terms of insurance of the altered risk; and</li> <li>(ii) You pay any additional Premium requested by Us,</li> </ul> <p>We will not pay for any loss, destruction, or damage caused by or attributable to such alteration.</p>
<b>(3) Reasonable care</b>	<p>You must at all times take reasonable care:</p> <ul style="list-style-type: none"> <li>(a) for the safety and protection of the Vehicle;</li> <li>(b) to secure and lock the Vehicle whenever it is left unoccupied;</li> <li>(c) to maintain the Vehicle in good repair;</li> <li>(d) to prevent personal injury and damage to property;</li> <li>(e) to comply with all statutory obligations, bylaws, and regulations imposed by any public authority.</li> </ul>
<b>(4) Joint insureds</b>	<p>Where You comprise more than one party:</p> <ul style="list-style-type: none"> <li>(a) the Proposal is deemed to have been furnished by and on behalf of all parties, and any information supplied to Us, or any omission or non-disclosure, in relation to any renewal or extension is likewise deemed to have been furnished, omitted, or withheld (as the case may be) on behalf of all parties; and</li> <li>(b) if one or more of You (or persons acting on behalf of, or with the knowledge or connivance of, one or more of You) engage in a deliberate act that results in loss, destruction, or damage to the Vehicle, We will not pay any claims at all arising out of such loss, destruction, or damage, whether those claims are brought by the party or parties that engage in the deliberate act or by anyone else.</li> </ul>
<b>(5) Other interests</b>	<ul style="list-style-type: none"> <li>(a) This policy does not provide insurance in respect of the interest of any person or organisation not named in the Schedule, or referred to in this policy, irrespective of the Sum Insured.</li> <li>(b) Your interest in this policy may not be transferred without Our prior written consent.</li> <li>(c) If any financier is named on the Schedule, or referred to in this policy, as having an interest in the Vehicle and We elect to settle Your claim by cash payment, We reserve the right to pay all or part of the proceeds to the financier. Any payment to the financier will satisfy Our obligations to You under this policy for the amount paid.</li> </ul>

## Section 5 – General Conditions (continued)

	General Conditions
<b>(6) Rights of conduct and recovery</b>	<p>(a) We are entitled to use Your name in any proceedings to enforce for Our benefit any rights, remedies, or orders in respect of any claim for:</p> <ul style="list-style-type: none"> <li>(i) personal injury;</li> <li>(ii) damage to property; or</li> <li>(iii) costs; and</li> </ul> <p>We have the right of subrogation in respect of all rights that You may have against any person, company, or other body who may be legally liable to You in respect of any such claim.</p> <p>(b) Any claimant under this policy must, at Our request and expense, give information and assistance as may reasonably be required for enforcing any rights or remedies, or obtaining relief or indemnity from other parties, to which We may be entitled or subrogated.</p>
<b>(7) Cancellation</b>	<p>This policy may be cancelled:</p> <ul style="list-style-type: none"> <li>(a) by You at any time, by notifying Us in writing, in which case cancellation takes place when We receive the notice;</li> <li>(b) by Us on any grounds set out in the Insurance Contracts Act 1984, by giving You notice in writing, in which case cancellation takes place at the time You enter into another contract of insurance intended to replace this policy, or at 4.00pm on the 30th day after delivery of the notice to You, whichever is earlier.</li> </ul> <p>Upon cancellation, We will retain, or be entitled to, the proportion of the Premium for the period during which the policy has been in force, and refund the proportion of Premium paid for the unexpired Period of Insurance.</p> <p>If You have made a Total Loss claim in respect of any one of Your Vehicles, We will retain, or be entitled to, the Premium for the full Period of Insurance for that Vehicle.</p> <p>You must supply Us with such particulars as We may require for the adjustment of the Premium following any cancellation.</p>
<b>(8) Paying by instalments</b>	<ul style="list-style-type: none"> <li>(a) If You are paying Us by instalments for Your insurance, and one instalment of Premium remains unpaid for 14 days, We may refuse to pay a claim altogether.</li> <li>(b) If one instalment of the Premium is unpaid for one month, We may give You written notice of cancellation, and cancel the policy.</li> <li>(c) If a claim requires the Sum Insured or limit of liability under this policy to be paid in total in respect of any one of Your Vehicles, then the balance of the Premium relating to that Vehicle for the full Period of Insurance will be deducted from the amount of the claim settlement.</li> </ul>
<b>(9) Premium adjustment</b>	<p>At the end of each Period of Insurance, You must declare to Us in writing all Your vehicles including the Market Value, Sum Insured or Agreed Value (in accordance with the basis of cover) of each vehicle current as at Your expiry date.</p> <p>If the number, type or values of vehicles have changed since the beginning of the Period of Insurance, the Premium will be adjusted at 50% of the difference between Premium determined as at the expiry date and Premium determined at the beginning of the Period of Insurance.</p>
<b>(10) Goods and services tax</b>	<p>Where We make a payment under this policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made.</p> <p>Where We make a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.</p>
<b>(11) Disputes</b>	<p>All disputes arising out of this policy will be subject to determination by any court of competent jurisdiction within Australia.</p>

## Our service commitment

We are proud of Our service standards and support the General Insurance Code of Practice. In the unlikely event that You are not satisfied with the way in which We have dealt with You, as part of Our commitment to customer service, We have an internal dispute resolution process in place to deal with any complaint You may have.

If You are not satisfied with any of the following, please contact Our office.

1. One of Our products.
2. Our service.
3. The service of Our authorised representatives, loss adjusters or investigators.
4. Our decision on Your claim.

Our staff will help You in any way they can. If they are unable to satisfy You, they will refer the matter to the appropriate manager who will immediately deal with the matter. If the manager cannot resolve the matter, the manager will escalate the matter to Our internal dispute resolution staff.

Our internal dispute resolution staff will review the matter and will try to reach a satisfactory outcome. Once their review has been completed, they will advise You of Our final decision within 15 working days. If they need longer, they will contact You and explain the reasons why. Our internal dispute resolution process is a free service to You.

If You do not agree with Our final decision, the matter may be reviewed through the Insurance Ombudsman Service. The scheme is administered by Insurance Ombudsman Service Limited ABN 23 062 284 888.

The scheme is an external body that is independent of this Company. It will investigate the matter and make its decision at no cost to You.

Access to the Insurance Ombudsman Service is not available to You if Your staff numbers or business turnover exceeds the jurisdictional limits of the Insurance Ombudsman Service Limited. We can advise You of these limits or they can be confirmed by calling the Insurance Ombudsman Service Limited on 1300 78 08 08.

Brochures outlining Our internal dispute resolution process are available from Our office.

## contact details

### **New South Wales and ACT**

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*Insurer*

**CGU Insurance Limited**

ABN 27 004 478 371

AFS Licence No. 238291

**An IAG Company**