



# Commercial Motor and Motor Fleet Insurance

Product Disclosure Statement and Policy Document.

Insurance solutions from A – Z

**Allianz** 



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# Introduction

This document contains information designed to help You decide whether to buy Our Commercial Motor and Motor Fleet Insurance Policy.

## About Allianz

Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 is the insurer of the Policy and is one of Australia's largest general insurers. We utilise years of local expertise, combined with global experience to offer a wide range of products and services to Our customers. As a member of the worldwide Allianz Group, We are committed to continuous improvement of Our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services.

## Summary of available covers

You can choose from the following three covers:

Cover Type	Description of cover provided
Comprehensive Cover	Section A. Loss of or Damage to Your Vehicle; and Section B. Third Party Property Damage Cover – Cover for Your legal liability for loss or damage to another person's property.
Third Party Property Damage	Section B Only – Cover for Your legal liability for loss or damage to another person's property.
Third Party Property – Fire and Theft	Section C Only – Cover for Your vehicle for loss or damage by fire or theft. Cover for Your legal liability for loss or damage to another person's property.

With each cover option selected, a range of benefits is included. These benefits are shown in the policy wording as "Additional benefits applicable to this section".

## Understanding the Policy

This introduction section contains important information to help You understand the cover You can choose and the important rights and obligations You and We have.

The General Definitions section sets out what We mean by certain terms.

The cover Sections A, B and C set out the covers We can provide and the specific terms and conditions applicable to it.

The General Exclusions set out general exclusions that apply to all of the covers provided in the above sections.

The General Conditions and Making a Claim sections set out certain rights and obligations You and We have for all covers and things You need to do in relation to a claim. If You do not meet Your obligations under this insurance We may be able to reduce or refuse to pay a claim.

When We agree to insure You, We do so based on the information provided to Us by You or on Your behalf and subject to payment of the required premium.

The base premium We charge varies according to a number of factors, including Your risk profile (e.g. where Your Vehicle is located, the type of Vehicle being insured, amount of cover required, other persons insured and relevant claims and insurance history etc). In some cases discounts may apply if You meet certain criteria We set. You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) plus any additional charges We tell You of.

In some cases a service fee will apply where You pay Your premium by instalments. If You pay Your premium by instalments, note that an instalment premium outstanding for 14 days may result in Our refusal to pay a claim.

We tell You the total amount payable when You apply and if You effect cover, the amounts due will be confirmed in Your Schedule.

We insure You in accordance with the terms and conditions of the "Policy" We agree with You. The Policy consists of this document and any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it, Your Schedule and Proposal. All of them should be read as if they were one document and are referred to as the Policy in this document. We only insure You for those sections that are shown as insured on Your Schedule.

We only cover those parties shown in Your Schedule unless otherwise stated in the Policy as being persons entitled to cover. You need to decide if the limits, type and level of cover are appropriate for You and will cover Your potential loss. If they are not, You may be underinsured and have to bear any loss You are not covered for yourself.

Keep the Policy in a safe place and ensure You read it and the following important information carefully.

If You have any queries, want further information about the Policy or want to confirm a transaction please use the contact details on the back cover.

## Applying for cover

Read this Policy Document – it tells You about each type of cover You may choose.

- You must select the type of insurance You want and submit to Us Your proposal and such other information We require. This allows Us to decide whether to offer cover and on what terms.
- Before You submit any information to Us read about Your duty of disclosure.
- After Your proposal is received We will inform You if further information is required or whether We will provide the cover requested by You.
- If You need help, ask Your insurance broker or Your Allianz representative.

## Cooling off and cancellation rights

- a. You may cancel the Policy at any time by giving written notice to Us.
- b. We have the right to cancel the Policy in certain circumstances.

These include:

- if You failed to comply with Your duty of disclosure, or
- where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy, or
- where You have failed to comply with a provision of the Policy, including a term relating to payment of premium, or
- where You have made a fraudulent claim under the Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You, or
- where We agree to accept payment of premium by periodic instalment and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable, and We may do so by giving You three days notice in writing of the date from which the Policy will be cancelled.

The notification may be delivered personally or posted to You at the address last notified to Us.

- c. If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover.
- d. In the event that You have made a claim under the Policy and We have agreed to pay the full Sum

Insured for Your property no return of premium will be made for any unused portion of the premium.

## Your Duty of Disclosure

Before You enter into an insurance contract with us and the Insurance Contracts Act 1984 applies, you have a duty to tell us, before the Policy is entered into, every matter known to you which:

1. you know; or
2. a reasonable person in the circumstances could be expected to know;

is relevant to our decision whether to insure you and whether any special conditions need to apply to your Policy.

This duty applies when you renew, extend, vary or reinstate the Policy.

## What don't you need to tell us?

You do not need to tell us about any matter:

1. that diminishes our risk;
2. that is of common knowledge;
3. that we know or should know as an insurer; or
4. that we tell you we do not need to know.

## Who does the duty apply to?

It is important you understand that everyone who is insured under the Policy must comply with the duty. If any person to be insured has not disclosed their relevant information to us directly, the person applying to us directly is treated as having made disclosure on behalf of all such persons.

## What happens if the duty is not complied with?

If the duty is not complied with, we may cancel the Policy and/or reduce or refuse to pay a claim. If fraud is involved, we may treat the Policy as if it never existed and pay nothing.

## What happens if You or they do not comply with either duty?

If You or they do not comply with the relevant duty, We may cancel the Policy or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Policy as if it never existed and pay nothing.

## Privacy information

We collect your personal information directly from you where reasonably practicable or if not, from other sources. We collect it to provide our various services and

products (e.g. to market, arrange and administer insurance and to handle and settle claims) and to conduct market or customer research. We also use it to develop and identify services of our related companies and alliance partners that may interest you (but you can opt out of this by calling the Allianz Direct Marketing Privacy Service Line on 13 2664 EST 8am-6pm, Monday to Friday or indicate your decision in the appropriate area of the Privacy section of our website at [www.allianz.com.au](http://www.allianz.com.au)).

If you do not provide the information we require we may not be able to provide you with this service.

We disclose information to third parties who assist us in the above. (e.g. insurers, insurance intermediaries, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, your agents and other persons where required by law). We also provide this information to financiers and motor vehicle manufacturers if we have a relationship or insurance scheme in place with them under which you purchased your policy. We prohibit them from using it for purposes other than those we supplied it for. Where you provide us with information about another person for the above purposes, you must tell us if you haven't got their consent to this. If you wish to gain access to your personal information (including to correct or update it), have a complaint about a breach of your privacy or you have any query on how your personal information is collected or used, or any other query relating to Privacy, contact us on 13 2664 EST 8am-6pm, Monday to Friday.

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. We keenly support the standards set out in the Code. You can obtain more information on the Code of Practice and how it assists You by contacting Us on 13 2664 EST 8am-6pm, Monday-Friday.

## Dispute resolution process – helping You solve any problems

We have a free internal complaints resolution process that can be accessed by contacting us using the details on the back cover. If this process doesn't resolve the complaint we will give you information about how to access available external dispute resolution schemes.

### If You are not satisfied with the outcome of this process

If We are unable to resolve the complaint or dispute, We will offer You the option of referring the matter to the insurance industry's external independent complaints scheme (subject to eligibility). The scheme will only

review complaints or disputes if they have gone through Our internal complaints and disputes resolution process.

## Information on this Product Disclosure Statement (PDS)

This Policy provides a number of covers which may or may not be provided to You as a retail client under the Corporations Act 2001 (the Act) depending on Your circumstances. Only the parts of this Policy Document relevant to cover provided to You as a retail client and any other documents We tell You are included, make up the PDS for the purposes of the Act. It is important that You read this document and all other Policy documentation We provide to ensure You are happy with the cover You choose. Contact Us if You have any concerns.

We may need to update this Product Disclosure Statement from time to time where required and permitted by law if certain changes occur. We will issue you with a new PDS or a Supplementary PDS to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this product, we may issue you with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by calling us).

Preparation Date: 31/01/2009.

## Contact for assistance or confirmation of cover

If You need to confirm any Policy transaction or clarify any of the information contained in this Policy Document or if You have any other queries, please call Us on 13 2664 EST 8am-6pm, Monday-Friday.

If this insurance has been issued through an insurance intermediary If Your Policy has been issued through Our agent, or a broker who is acting under an agency arrangement such as a binder with Us, then they are acting as Our agent and not as Your agent. They tell You when this is the case.

If Your Policy has been issued by a broker, other than a broker acting under such an agency arrangement with Us, then the broker is acting as Your agent.

Note: You may purchase insurance through the insurer of Your choice. Where this Policy has been arranged through an intermediary a commission is payable by Us to them for arranging the insurance.

## Renewal procedure

Before Your Policy expires, We will advise You whether We intend to offer renewal of Your Policy. If We offer

renewal We send a notice advising the renewal terms and the amount payable to renew the Policy. It is important that You check the cover before renewing each year to satisfy Yourself that they continue to represent current values or if You are insuring for Reinstatement or Replacement value, the full replacement value of Your property, to ensure that You are properly covered in the event of a major loss. The Duty of Disclosure applies on each renewal.

## General definitions

You need to understand what We mean by certain terms in the Policy.

**“Agreed Value”** means the amount which We agree to insure Your Vehicle for as shown in Your Schedule.

**“Accidental Damage”** means damage which occurs by accident. An “accident” is an unforeseen or unintended happening.

**“Caravan or trailer”** means the registered caravan or trailer shown on Your Schedule.

Caravan or trailer also includes:

- the permanent fixtures, fittings, furniture, furnishings and bottled gas equipment contained in or on your caravan or trailer which would normally be sold with it, and/or,
- an annex or canvas awning which is securely attached to your caravan or trailer at the time of any loss or damage.

Caravan or trailer does not include:

- a caravan permanently on site or which is used as a permanent residence, or
- a motorised caravan, campervan, or motor home.

**“Excess”** means the amount shown in Your Schedule which You must pay when You make a claim under Your policy. (see making a claim section for details)

**“Family”** means:

- Your spouse or de facto spouse, and
- Your children or the children of Your spouse or de facto spouse, who ordinarily live with You. A “de facto spouse” means a person whether of the same sex or not, who ordinarily lives with You in a genuine personal and domestic relationship similar to the relationship of husband and wife.

**“Malicious Damage”** means intentional damage done to Your Vehicle by someone else without Your consent.

**“Market Value”** means the value We determine as being the amount of money it would cost to buy a vehicle of the same make, model, age and condition of Your Vehicle at the date of its loss or damage, but no more than the Sum Insured.

**“Period of Insurance”** means the period We provide the cover under the Policy as set out on Your Schedule.

**“Personal Property”** means personal items designed to be worn or carried, but not:

- cheques, money, credit cards or negotiable instruments, or
- firearms, or
- tools or items used in connection with a business or occupation, or
- mobile phones.

**“Policy”** means this document and any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it and Your Schedule.

**“Sum Insured”** means the Sum Insured stated in Your Schedule.

**“Substitute Vehicle”** means a Vehicle not belonging to You which is used by You with the consent of the owner whilst Your Vehicle cannot be used because it is undergoing repair or service.

**“Total Loss”** means Your Vehicle is stolen and not recovered within a reasonable period of time or where Your Vehicle is damaged and We consider the cost of repairing Your Vehicle is uneconomical or greater than the Sum Insured or Market Value, whichever is the lesser.

**“Vehicle”** means the motor vehicle(s), mobile machine(s) and/or trailer(s):

- described on Your Schedule or other documents forming the Policy; or
- otherwise specifically covered by the Policy, and;
- any manufacturers’ tools, accessories, equipment and options fitted to them; and
- any agreed non-manufacturer accessories or equipment fitted to them which are noted on Your Schedule or otherwise specifically covered by the Policy.

**“We”, “Our”, or “Us”** refers to the insurer Allianz Australia Insurance Limited, AFS Licence No. 234 708, ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000.

**“You” or “Your”** refers to those named as the insured in Your Schedule and their subsidiary companies and other entities in which they have a controlling interest at the commencement of the Period of Insurance and other third parties or persons who are specifically provided with cover under the Policy.

**“Your Schedule”** means the most current Allianz Policy schedule/certificate and attachments issued to You by Us. It sets out the Policy number, the cover types selected by You and other applicable details of Your cover such as the Period of Insurance and any excesses payable.

# Section A – Loss of or Damage to Your Vehicle

## 1. Loss of or Damage Cover

If during the Period of Insurance Your Vehicle:

- suffers Accidental Damage, including damage caused by fire, hail, flood, storm or earthquake; or
- is lost by theft and not found; or
- suffers Malicious Damage.

We will, at Our option:

- replace, reinstate or repair Your Vehicle; or
- pay You the reasonable cost to repair Your Vehicle to its condition before it was damaged; or
- if Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Market Value or Sum Insured, We will pay You the Market Value or the Sum Insured whichever is the lesser.
- If Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Agreed Value, then We will pay You the Agreed Value as shown in Your Schedule.

## 2. Additional benefits applicable to this section

The following covers are:

- in addition to the Sum Insured/Agreed Value; and
- only available in addition to a claim covered under Section A1 provided the amount claimed under that section at least exceeds the relevant excesses payable.

### Accommodation and travelling expenses

If Your Vehicle is on a journey and:

- is damaged in an accident and unable to be driven; or
- is lost through theft and not found within a reasonable time, We will pay the reasonable cost for essential temporary accommodation or travelling expenses incurred by You to complete the journey or return to the point of departure, up to a maximum of \$1,000 for any one event.

### Additional accessories

We will pay for claims for loss of or damage to any equipment and apparatus of the Vehicle as maintained

by You, including radio receivers, tape recorders, compact disc players, telephones or navigation equipment built into Your Vehicle (but excluding mobile phones) up to a maximum of \$5,000 any one event.

### Automatic Additions and Deletions

We will cover any replacement or additional registered Vehicles acquired by You during the Period of Insurance provided that:

- such Vehicles are of a similar type to Vehicles insured by You at the commencement of the Period of Insurance;
- You notify Us within 30 days of acquiring any Vehicle;
- cover will not exceed a maximum sum insured of \$100,000 any one Vehicle unless notified by Us in writing; and
- You pay Us any additional premium We require.

### Automatic Trailer Cover (Section A)

We will pay for any loss of or damage to any two wheeled or box trailer owned by you which occurs while it is attached to Your Vehicle. The maximum We will pay in respect of any one accident is \$500.

### Chains, gates, ropes and tarpaulins

We will pay for claims for theft of any chains, gates, ropes or tarpaulins which are accessories to Your Vehicle when they are lost as a result of theft of Your entire Vehicle up to maximum of \$5,000 any one event.

### Death of your driver

We will pay for funeral expenses following the death of the driver of Your Vehicle caused as a direct result of the accident up to a maximum of \$5,000 any one event less any amount payable by any accident compensation authority or medical fund.

### Hospital and other related expenses

We will pay up to \$500 for hospital, medical, dental, and pharmaceutical or ambulance expenses incurred by you as a result of a vehicle accident.

We will not pay for these expenses if any statutory authority covers you or we are prevented by law from paying.

### Modification to vehicle

We will pay for costs incurred to modify Your Vehicle if its driver is permanently disabled as a direct result of injuries received in the accident up to a maximum of \$5,000 each event less any amount payable by any accident compensation authority or medical fund.

## Emergency car hire

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and Your Vehicle is damaged in an accident and can not be driven, or is damaged by an attempted theft and can not be driven, We will assist You in paying the cost of a hire vehicle up to \$100 a day for up to two consecutive days when the loss is reported to Us within 48 hours of occurrence.

Any such rental will be arranged through Our preferred suppliers when the loss is reported. Additional charges incurred, other than the daily rental rate, for any such rental are excluded.

## Emergency repairs

We will reimburse You for the cost of emergency repairs which may be necessary to enable You to drive Your Vehicle to point of departure after it is involved in an accident, suffers malicious damage, or is stolen and recovered in a damaged condition.

The maximum We will pay in respect of any one accident is \$1,000.

## Employees vehicles

We will cover an employee owned Vehicle whilst being used in connection with Your business and with Your consent. However, We will not pay for claims if there is any other insurance for the same event at the time of the accident or loss. Except for any amount in excess of the limit of indemnity under the other insurance.

The maximum cover We will pay in respect of any one accident is \$50,000.

## Hire costs following fire and theft

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and the loss or damage is caused by fire or theft, We will assist You in paying the cost of a hire vehicle:

- up to \$100 per day but no more than a maximum of \$2,100 each Vehicle in the Period of Insurance or until recovery of the Vehicle whichever is the earlier, and
- provided the theft or fire has been reported to Us and to the police.

Additional charges incurred, other than the daily rental rate, for any such rental are excluded.

## Finance payout – total loss

Where Your Vehicle is subject to any secured commercial finance and suffers a Total Loss, We will cover You or the finance provider for the difference between the residual value under the contract and the Market Value of the Vehicle to a maximum of 20% of the Market Value less any payments and interest in arrears

at the time of loss, and less any discount in respect of finance charges and/or interest for the unexpired term of the secured commercial finance agreement. However, We will not pay if We are not required to do so by the finance provider.

## Fire Brigade & Emergency Services cover

Following an accident, We will pay up to \$5,000 for Your Liability for charges imposed by the Fire Brigade, Police or any Government Emergency Services.

## Marine average

If Your Vehicle is being transported by sea between places within Australia or New Zealand during the Period of Insurance We will pay Your contribution for general average and salvage charges where such maritime conditions apply up to the Sum Insured or Market Value whichever is the lesser, whether or not loss or damage is suffered by Your Vehicle under Section A1.

## Personal property

We will pay for Personal Property belonging to the custodian of the Vehicle which is:

- Damaged in a collision involving Your Vehicle,
- Stolen from Your locked Vehicle, or
- Stolen at the same time as Your Vehicle.

Any payment will be subject to due allowance for depreciation, age and wear and tear.

The maximum We will pay in respect of any one accident or theft is \$1,000.

## Re-keying and re-coding

If the keys to Your Vehicle are stolen We will pay for the replacement of Your Vehicle's keys and the necessary re-coding of Your Vehicle's locks.

The maximum amount We will pay is:

- The amount by which the cost to re-key and /or re-code Your Vehicle exceeds the basic excess payable for the claim, up to a maximum amount of \$1,000 per vehicle, or maximum of \$10,000 per event.

This benefit will only apply if:

- The theft of Your keys has been reported to the police, and the keys have not been stolen by a employee, family member, invitee or person who resides with You, and
- You are not entitled to cover under any other Policy.

## Removal of basic excess for windscreen claims

If the windscreen or window glass in Your Vehicle is accidentally broken We will not apply an excess to Your claim.

This only applies:

- a. if the fracture extends through the entire thickness of the glass or, in the case of laminated windscreens, a fracture extends through all layers of the windscreen;
- b. if the broken windscreen or window glass is the only damage to Your Vehicle; and
- c. If Your Vehicle is a sedan, station wagon, four wheel drive, panel van, utility or goods carrying vehicle under 2 tonne gross vehicle mass.

### Removal of debris

We will pay You for reasonable costs necessarily incurred for the clean up and removal of Your Vehicle debris up to a maximum of \$10,000 unless such other amount is specified in the Schedule.

### Replacement vehicle

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van, utility or goods carrying vehicle under 2 tonne gross vehicle mass and is declared a Total Loss within two years of its first registration We will at Your option (and with the consent of any financier where applicable) replace the Vehicle with a new Vehicle of the same make, model, series and accessories (subject to local availability). If a replacement Vehicle is not currently available, We will pay You either the Market Value or Agreed Value of Your Vehicle, whichever is shown in Your Schedule, less any applicable excesses.

### Sign writing

We will pay for any loss of or damage to sign writing and artwork of Your Vehicle where reinstatement is required up to a maximum of \$5,000 each event unless such other amount is specified in the Schedule.

### Towing

Following an accident or theft of Your Vehicle, We will pay the reasonable cost of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place which We agree to.

### Vehicle return

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and is damaged in an accident and unable to be driven We will pay up to a maximum of \$500 each event to return Your Vehicle to its original destination or point of departure, whichever is required by You.

### Vehicle being transported

We will pay for loss or Damage where Your Vehicle is being transported by road, rail, sea or air between any places in Australia and New Zealand. This cover will not

apply where more than one Vehicle is being transported in any one conveyance.

## Specific options available under Section A

Your Schedule will show which, if any, of the following policy options apply. The following options are only available to a claim covered under Section A provided the amount claimed exceeds the excesses payable.

### Hire costs following an accident

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and the loss or damage is caused by an accident, We will assist You in paying the cost of a hire vehicle;

- Up to 42 days rental of a sedan, station wagon or utility where We arrange the rental; or
- Up to 21 days but no more than a maximum of \$100 per day or maximum of \$2,100 each Vehicle per claim where We are unable to arrange such rental.

Additional charges incurred, other than the daily rental rate, for any such rental are excluded.

## 3. Specific exclusions applicable to this section

Under Section A We will not pay for:

### Loss of use

Loss or damage suffered because You can not use Your Vehicle.

### Wear and tear and breakdown

Loss or damage caused by wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance.

### Tyres

Damage to tyres or wheel rims caused by braking, road punctures, cuts or bursts.

### Old damage

The costs of repairing pre-existing damage, or the costs of fixing faulty repairs which were done before the commencement of the Policy.

### Intentional damage

Loss or damage intentionally caused by You or a person acting with Your express or implied consent.

### Safeguard of vehicle

Loss of or further damage to Your Vehicle following a loss or accident, unless reasonable steps were taken to protect or safeguard Your Vehicle.

# Section B – Third Party Property Damage

## 1. Cover for damage to other people's property (legal liability)

We will cover Your legal liability to pay compensation for loss or damage to someone else's Property caused by a motor Vehicle accident which happens during the Period of Insurance which is partly or fully Your fault.

This cover will only apply if Your legal liability for loss or damage to someone else's property arises out of the use of:

- a. Your Vehicle; and / or
- b. caravan or trailer towed by Your Vehicle.

We will also cover in accordance with this Section B1:

- c. any person who is driving, using or in charge of Your Vehicle with Your permission;
- d. a passenger travelling in Your Vehicle or who is getting into or out of Your Vehicle;
- e. Your employer, principal or partner arising from Your use of Your Vehicle.

We will at Our option pay:

- an amount sufficient to cover such liability; and
- legal costs incurred in relation to the claim with Our written consent, up to a maximum of \$30,000,000 for all claims arising out of any one event for this third party property damage cover.

We will not cover legal liability:

- a. when the loss or damage occurs to Your own property, Your spouse's or de facto's property or to property which is in Your possession, custody or control; or
- b. which is insurable under any statutory or compulsory insurance Policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability.

## 2. Additional cover for supplementary bodily injury (legal liability)

We will also cover You, or a currently licensed driver of Your Vehicle driving the Vehicle with Your consent, for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road when the liability is incurred, from one or more of the following events:

- driving or being in charge of Your Vehicle or a Substitute Vehicle,

- goods being carried by or falling from Your Vehicle or a Substitute Vehicle,
- loading or unloading Your Vehicle or a Substitute Vehicle.

We will also cover the legal liability of a passenger travelling in or getting into or out of Your Vehicle with Your permission, or the permission of a currently licensed driver driving or in charge of Your Vehicle with Your consent.

We will not pay:

- a. if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
  - statutory or compulsory insurance Policy or any statutory or compulsory insurance, or
  - compensation scheme or fund, even if the amount recoverable is nil.
- b. any amount of a claim over that recoverable under any:
  - statutory or compulsory insurance Policy or any statutory or compulsory insurance, or
  - compensation scheme or fund.
- c. if the legal liability would have been covered or indemnified in any way if You had not failed to:
  - insure Your Vehicle,
  - register Your Vehicle, or
  - comply with the requirements of any statutory or compulsory insurance Policy or any statutory or compulsory insurance or compensation scheme or fund.
- d. for legal liability to any:
  - person driving or in charge of Your Vehicle,
  - of Your employees, or
  - member of Your Family.
- e. for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).
- f. unless You or the person claiming under this section have notified Us of a claim under this section within 6 months of You or that person first becoming aware of an intention to make a claim against You or that person.
- g. for legal liability caused by or arising from an intentional act by You or any other person.

- h. any amount of exemplary, punitive or aggravated damages.
- i. if Your Vehicle is outside of Australia at the time of loss or accident.

### 3. Additional benefits applicable to this section

The additional benefits in this section are inclusive of the maximum amount specified in Sections B1 and B2 above. We will also cover:

#### Non owned vehicle liability

Your legal liability in respect of any vehicle not owned or supplied by You while that vehicle is being used or driven by You or a person authorised by You in connection with Your business.

#### Falling goods

You under Section B1 above if the Accidental Damage to someone else's property is caused by goods falling from Your Vehicle.

#### Legal Costs

You for all legal costs and expenses in defending Your legal liability in respect of any vehicle not owned or supplied by You while that vehicle is being used or driven by You or a person authorised by You in connection with Your business.

#### Loading and unloading

You under Section B1 above if the Accidental Damage to someone else's property is caused by the loading and unloading of Your Vehicle.

#### Uninsured motorists

We will cover You for up to \$5,000 less any applicable excesses for damage to Your Vehicle caused in an accident with another vehicle during the Period of Insurance if:

- The driver of the other vehicle was at fault;
- The other vehicle was uninsured; and
- You can tell Us who the other driver was and identify the other vehicle.

This cover is not applicable where You have Section A – Loss of or Damage to Your Vehicle cover.

#### Substitute vehicle

You under Section B1 above for accidental damage to someone else's property caused by Your driving another vehicle not belonging to You (with the consent of the owner) whilst Your Vehicle cannot be used because it is undergoing repair or services. But We will not pay if the

Vehicle is subject to a self drive hire agreement, or for damage to the Vehicle You are driving.

### 4. Specific exclusions applicable to this section

The following exclusions apply to Section B:

#### Unregistered vehicles

We will not pay if Your Vehicle is unregistered at the time of the event giving rise to the claim.

#### Tool of trade

We will not pay for liability for damage to underground services, pipes, cables or the like caused by or arising out of the use of Your Vehicle, or liability in respect of damage to any land or fixed property arising howsoever from vibration or from the removal or weakening of or interference with support to land, buildings or any other property, arising out of the use of Your Vehicle.

If Your Vehicle comes into direct contact with overhead cables, wires or conduits, We will pay only for the repair of the direct physical damage so caused, up to a maximum of \$100,000 each event.

#### Trailers

We will not pay for damage caused or contributed to by more than the legally permitted number of trailers attached to Your Vehicle.

#### Personal property/property in Your Custody

We will not pay for damage to property belonging to or in the custody of You or any person entitled to cover under Section B. This exclusion shall not apply to employees or visitor's vehicles whilst contained within a car park owned or operated by you.

#### Fines, penalties, punitive damages

We will not pay for any fines, penalties, or aggravated, exemplary or punitive damages.

#### Radioactive materials

We will not pay if Your Vehicle is being used for or is attached to or is towing a Vehicle, mobile machine and/or trailer, for the commercial transport of radioactive materials.

#### Dangerous goods

We will not pay if Your Vehicle is being used for or is attached to or is towing a Vehicle, mobile machine and/or trailer, for the commercial transport of dangerous and/or hazardous goods (as defined by the Australian Dangerous Goods Code) or any other substances which form explosive mixtures with organic or other readily oxidisable materials, unless the method of

transportation complies with all relevant code, regulatory or legislative requirements, in which case We will pay no more than \$1,000,000 each event inclusive of any costs incurred for the clean up as a result of an insured event.

#### **Vehicle used on rails**

We will not pay if Your Vehicle is used on rails or tracks at the time of accident.

#### **Hooks and hoists**

We will not pay for claims caused by goods falling from the hook or hoisting apparatus of any crane or similar lifting equipment.

## **Section C – Third Party Property Damage – Fire & Theft**

### **1. Cover for damage to other people's property (legal liability)**

We will cover Your legal liability to pay compensation for loss or damage to someone else's property caused by a motor Vehicle accident which happens during the Period of Insurance which is partly or fully Your fault.

This cover will only apply if Your legal liability for loss or damage to someone else's property arises out of the use of:

- a. Your Vehicle; and / or
- b. a caravan or trailer towed by Your Vehicle.

We will also cover in accordance with this Section C1:

- c. any person who is driving, using or in charge of Your Vehicle with Your permission;
- d. a passenger travelling in Your Vehicle or who is getting into or out of Your Vehicle;
- e. Your employer, principal or partner arising from Your use of Your Vehicle.

We will at Our option pay:

- an amount sufficient to cover such liability; and
- legal costs incurred in relation to the claim with Our written consent, up to a maximum of \$30,000,000 for all claims arising out of any one event for this third party property damage fire and theft cover.

We will not cover legal liability:

- a. when the loss or damage occurs to Your own property, Your spouse's or de facto's property or to property which is in Your possession, custody or control; or
- b. which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability.

### **2. Additional cover for supplementary bodily injury (legal liability)**

We will also cover You, or a currently licensed driver of Your Vehicle driving the Vehicle with Your consent, for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road when the liability is incurred, from one or more of the following events:

- driving or being in charge of Your Vehicle or a Substitute Vehicle,
- goods being carried by or falling from Your Vehicle or a Substitute Vehicle,
- loading or unloading Your Vehicle or a Substitute Vehicle.

We will also cover the legal liability of a passenger travelling in or getting into or out of Your Vehicle with Your permission, or the permission of a currently licensed driver driving or in charge of Your Vehicle with Your consent.

We will not pay:

- if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
  - statutory or compulsory insurance policy or any statutory or compulsory insurance, or
  - compensation scheme or fund, even if the amount recoverable is nil.
- any amount of a claim over that recoverable under any:
  - statutory or compulsory insurance policy or any statutory or compulsory insurance, or
  - compensation scheme or fund.
- if the legal liability would have been covered or indemnified in any way if You had not failed to:
  - insure Your Vehicle,
  - register Your Vehicle, or
  - comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund.
- for legal liability to any:
  - person driving or in charge of Your Vehicle,
  - of Your employees, or
  - member of Your Family.
- for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).
- unless You or the person claiming under this section have notified Us of a claim under this section within 6 months of You or that person first becoming aware of an intention to make a claim against You or that person.

- for legal liability caused by or arising from an intentional act by You or any other person.
- any amount of exemplary, punitive or aggravated damages.
- If Your Vehicle is outside of Australia at the time of loss or accident.

### 3. Cover for loss or damage caused by fire or theft

We will also cover Your Vehicle for loss or damage caused by fire or theft which occurs during the Period of Insurance.

At Our option We will:

- repair Your Vehicle; or
- pay You the reasonable cost of repairing Your Vehicle; or
- pay You the Market Value or Sum Insured of Your Vehicle whichever is the lesser.

### 4. Additional benefits applicable to this section

The following covers are:

- in addition to the Sum Insured; and
- only available in addition to a claim covered under Sections C1 and/or C2 provided the amount claimed under the relevant Section(s) at least exceeds the relevant excesses payable.

#### Towing

Following fire or theft of Your Vehicle, We will pay the reasonable cost of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place which We agree to.

#### Accommodation and travelling expenses

If Your Vehicle is on a journey and:

- is damaged following fire or theft and unable to be driven; or
- is lost through theft and not found within a reasonable time, We will pay the reasonable cost for essential temporary accommodation or travelling expenses incurred by You to complete the journey or return to the point of departure, up to a maximum of \$1,000 for any one event.

#### Non owned vehicle liability

Your legal liability in respect of any vehicle not owned or supplied by You while that vehicle is being used or driven by You or a person authorised by You in connection with Your business.

## Hire costs following fire and theft

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and the loss or damage is caused by fire or theft, We will assist You in paying the cost of a hire Vehicle:

- up to \$100 per day but no more than a maximum of \$2,100 each Vehicle in the Period of Insurance or until recovery of the Vehicle whichever is the earlier, and
- provided the theft or fire has been reported to Us and to the police.

Additional charges incurred, other than the daily rental rate, for any such rental are excluded.

## Legal Costs

You for all legal costs and expenses in defending Your legal liability in respect of any vehicle not owned or supplied by You while that vehicle is being used or driven by You or a person authorised by You in connection with Your business.

## Removal of debris

We will pay You for reasonable costs necessarily incurred for the clean up and removal of Your Vehicle debris up to a maximum of \$10,000 unless such other amount is specified in the Schedule.

## Replacement vehicle

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van, utility or goods carrying vehicle under 2 – tonne gross vehicle mass and is declared a Total Loss within two years of its first registration We will at Your option (and with the consent of any financier where applicable) replace the Vehicle with a new Vehicle of the same make, model, series and accessories (subject to local availability). If a replacement Vehicle is not currently available, We will pay You either the Market Value or Agreed Value of Your Vehicle, whichever is shown in Your Schedule, less any applicable excesses.

## Sign writing

We will pay for any loss of or damage to sign writing and artwork of Your Vehicle where reinstatement is required up to a maximum of \$5,000 each event unless such other amount is specified in the Schedule.

## Vehicle return

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and is damaged following fire or theft and unable to be driven We will pay up to a maximum of \$500 each event to return Your Vehicle to its original destination or point of departure, whichever is required by You.

## 5. Specific exclusions applicable to this section

The following exclusions apply to Section C.

### Unregistered vehicles

We will not pay if Your Vehicle is unregistered at the time of the event giving rise to the claim.

### Tool of trade

We will not pay for liability for damage to underground services, pipes, cables or the like caused by or arising out of the use of Your Vehicle, or liability in respect of damage to any land or fixed property arising howsoever from vibration or from the removal or weakening of or interference with support to land, buildings or any other property, arising out of the use of Your Vehicle.

If Your Vehicle comes into direct contact with overhead cables, wires or conduits, We will pay only for the repair of the direct physical damage so caused, up to a maximum of \$100,000 each event.

### Trailers

We will not pay for damage caused or contributed to by more than the legally permitted number of trailers attached to Your Vehicle.

### Personal property/property in your custody

We will not pay for damage to property belonging to or in the custody of You or any person entitled to cover under this Section C. This exclusion shall not apply to employees or visitor's vehicles whilst contained within a car park owned or operated by you.

### Fines, penalties, punitive damages

We will not pay for any fines, penalties, or aggravated, exemplary or punitive damages.

### Radioactive materials

We will not pay if Your Vehicle is being used for or is attached to or is towing a Vehicle, mobile machine and/or trailer, for the commercial transport of radioactive materials.

### Dangerous goods

We will not pay if Your Vehicle is being used for or is attached to or is towing a Vehicle, mobile machine and/or trailer, for the commercial transport of dangerous and/or hazardous goods (as defined by the Australian Dangerous Goods Code) or any other substances which form explosive mixtures with organic or other readily oxidisable materials, unless the method of transportation complies with all relevant code, regulatory or legislative requirements, in which case We will pay no more than \$1,000,000 each event inclusive of

any costs incurred for the cleanup as a result of an insured event.

#### **Vehicle used on rails**

We will not pay if Your Vehicle is used on rails or tracks at the time of accident.

#### **Hooks and hoists**

We will not pay for claims caused by goods falling from the hook or hoisting apparatus of any crane or similar lifting equipment.

## **Section D – General Exclusions applicable to all sections of the Policy**

The following exclusions apply to the whole Policy.

We will not pay if:

#### **Driving under the influence of drugs/alcohol**

The damage, loss or injury is caused while Your Vehicle is being driven by any person impaired by or under the influence of any drug or alcohol, or by any person with a percentage of drug or alcohol in their breath or blood in excess of that allowed by law.

However, if You can prove You did not know that the driver of Your Vehicle was so affected, We will cover You but not the driver of Your Vehicle.

This exclusion shall not apply if it contravenes the law of the state in which the Policy was issued.

#### **Submitting to test**

The driver of Your Vehicle refuses a request from a person with legal authority to take a breath, blood or other test to determine the percentage of drugs or alcohol in the person's breath or blood.

However, if You can prove You did not know that the driver of Your Vehicle refused to submit to the test, We will cover You but not the driver of Your Vehicle.

This exclusion shall not apply if it contravenes the law of the state in which the Policy was issued.

#### **Unlicensed drivers**

The loss or damage is caused while Your Vehicle is being driven (with Your consent) by any person who is not licensed under any relevant law to drive such a Vehicle.

#### **Overloaded vehicle**

Your Vehicle is used to carry or tow a load or carry passengers greater than that for which Your Vehicle was constructed.

#### **Unroadworthy condition**

Your Vehicle is used in an unroadworthy or unsafe condition. However, We will cover You if You can prove that the condition could not reasonably have been detected by You or that the loss, damage or liability was not caused by or contributed to by the unroadworthy or unsafe condition.

### **Approved fuel systems**

Loss or damage is caused by a fuel system which does not comply with the relevant Australian Standard.

### **Tests**

Your Vehicle is being tested other than in connection with service or repair by a person who is qualified to carry out the service or repair or who is acting under the supervision of such a person.

### **Motor sports events**

Your Vehicle is used in connection with a race, trial, test, contest or other sports event.

### **Experiments**

Your Vehicle is used in connection with the motor trade for experiment, test, trial, demonstration or towing.

### **Hire or reward**

Your Vehicle is used for carrying passengers for hire or reward, except for a private pooling arrangement or when You receive a travelling allowance from Your full time employer.

### **Hire for your vehicle**

Your Vehicle is being used or let for hire.

### **Stock in trade**

Your Vehicle is in the possession of another person for the purpose of sale.

### **Seizure of vehicle**

Your legal interest in Your Vehicle ceases, or Your Vehicle is seized or taken possession of by any persons lawfully entitled to do so.

### **Illegal purpose**

Your Vehicle is used for any illegal purpose with Your consent.

### **War**

The loss or damage is caused by war, foreign hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, or looting, sacking or pillage following any of these events.

### **Nuclear waste/material**

The loss or damage is caused by the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste.

### **Geographical limitation**

The loss or damage occurred while Your Vehicle was not in Australia or New Zealand.

### **Bitumen and/or Concrete Setting**

Loss or damage for the settling or hardening of any concrete, bitumen, cement products or similar products or their derivatives.

### **Caravans**

In respect of caravans where:

- a. any loss or damage to awnings or annexes caused by storm, hail or wind;
- b. liability at law by way of damages in respect of death or bodily injury, or damage to property of any person in the caravan, or entering alighting therefrom;
- c. contents of the caravan other than the permanent fixtures, fittings, furniture, furnishings and bottled gas equipment contained in or on Your caravan and which would normally be sold with it;
- d. theft or burglary unless due to forcible and violent entry to the locked caravan.

### **Cranes and Lifting Devices**

Loss or damage arising out of the operation of any crane or lifting device insured by this policy whilst:

- a. loaded in excess of the safe working load specified by the responsible statutory authority and/or manufacturers;

or being used in any raising, carrying or lowering operation in which a single load is shared by two or more cranes or lifting devices unless the insurer's prior consent has been obtained in writing.

### **Asbestos**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

### **Terrorism**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes and does not cover death, injury, illness, loss, Damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any

nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons ; or
- involves Damage to property; or
- endangers life other than that of the person committing the action; or
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.

This Policy also excludes and does not cover death, injury, illness, loss, Damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of Terrorism.

# General Conditions applicable to all sections of the Policy

## 1. Breach of conditions

Breach of or non-compliance with any Policy condition(s) by one insured named in Your Schedule will not prejudice any other named insured.

## 2. Cross liability

We agree that each person comprising the insured named in Your Schedule is considered as if that person were the only person named as the insured, and We waive Our rights of subrogation against any of those persons named as the insured.

## 3. Joint insured

A claim lodged by any one person covered by the Policy is considered to be a claim by all persons covered by the Policy.

## 4. Acquired companies

We will cover any company or subsidiary company formed, purchased or otherwise acquired by You during the Period of Insurance as if they were You provided that You:

- hold a controlling interest in the company;
- advise Us of Your interest in the company no later than 14 days from the date of acquisition;
- advise Us the number of additional Vehicles insured; and
- pay Us any additional premium required.

## 5. Changes to Your insurance details – what You must tell Us

You must tell Us immediately if during the Period of Insurance:

- a. if there have been any circumstances which could give rise to a claim under the Policy; or
- b. Your Vehicle is modified in a manner that affects its value or performance in any way.

When We receive this information, We may:

- alter the terms and conditions of the Policy, or
- charge You additional premium, or
- decide not to offer to renew the Policy.

If You do not provide the information immediately We may not pay a claim under Your Policy.

Before We agree to renew the Policy You must tell Us if, during the current Period of Insurance, You or any person who is a driver of Your Vehicle has:

- had any fines or penalties imposed for a traffic offence, other than a parking fine, or
- been convicted of any traffic offences, or
- had a drivers' licence cancelled or suspended or been disqualified from holding a driver's licence for any period, or
- been responsible for causing any motor Vehicle accident, or
- had any motor Vehicle damaged or stolen.

For Your assistance We have provided a full explanation of Your duty of disclosure and the consequences of non-disclosure under the heading "Your Duty of Disclosure" on page 3.

## 6. Keeping evidence of the value of the insured property

You should keep evidence of the value of all property covered under the Policy. You should also keep evidence of the amount of any accidental loss, damage or destruction.

## 7. Premium payment by direct debit

You may have chosen to pay the premium for the Policy by direct debit from a financial institution holding Your account or Your credit card account. If You choose this option, the financial institution may dishonour the direct debit payment due to lack of funds in Your account. If this occurs, We may charge You for any direct and indirect costs which We incur arising from the payment being dishonoured.

## 8. Prevention of loss or damage

We may not pay Your claim if You do not take all reasonable precautions to prevent injury, loss or damage, including securing Your Vehicle against unauthorised entry when it is unattended. This includes removing Your keys and locking the Vehicle. It is a condition of the Policy that Your Vehicle be kept in good repair.

## 9. GST Notice

The Policy has a GST provision in relation to premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

## Sums insured

All monetary limits in the Policy may be increased for GST in some circumstances (see below).

## Claim settlements – Where We agree to pay

When We calculate the amount We will pay You, We will have regard to the items below:

- Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item insured under the Policy) We will pay for the GST amount. We will pay the GST amount in addition to the Sum Insured/limit of indemnity or other limits shown in the Policy or in Your Schedule. If Your Sum Insured/limit of liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim. We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled.
- Where We make a payment under the Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.
- Where the Policy insures business interruption, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by Your business that is relevant to Your claim.

## Disclosure – Input tax credit entitlement

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. The Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

# Making a claim

## What You must do

We may not pay Your claim if You do not act as follows:

### 1. Do not admit liability

You must not:

- a. admit guilt or liability, or make a promise or offer of payment in connection with any claim; or
- b. offer or agree to settle any claim, without Our written consent.

We are entitled to take over and conduct the defence of any claim made against You for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of claims.

If the claim is for legal liability, You may make a written request to Us to agree that You are covered in respect of the claim.

### 2. Prevent further damage

You must take all reasonable precautions to prevent any further loss, damage or liability.

### 3. Contact the police

Depending on the laws of the State or Territory in which the accident occurs, You must:

- a. contact the police if any person was injured as a result of the accident;
- b. request the police to attend the scene of the accident;
- c. go to the local police station to complete a 'Self Reporting Collision Form' if the police inform You that it is not necessary for them to attend the scene of the accident.

You must contact the police immediately if Your car is stolen or maliciously damaged.

### 4. Contact Us as soon as possible

If there is any accidental loss, damage or liability which is likely to result in a claim, You must give Us immediate notice with the full details of any accidental loss, damage or anticipated or alleged liability.

You or Your representative must give Us full details in the manner We request which will be either:

- a. verbally; or
- b. in writing by completing Our claim form which will be supplied to You when You contact Us. The process for authorising repairs to Your Vehicle is explained under "Authorising repairs".

Any correspondence You receive regarding the accident or event must be sent to Us immediately. You must advise Us immediately of:

- a. any notice of impending prosecution;
- b. details of any inquest or official enquiry.

## What happens after You make a claim

### 1. Excess

An excess is the amount shown in Your Schedule which You must pay when You make a claim under the Policy unless We state an excess does not apply. The payment of an excess helps to keep the cost of Your premium down by reducing the number of small claims.

There are different types of excess which may apply to You or the driver of Your Vehicle at the time of the claim. The excess amount(s) are stated in Your Schedule.

These are:

#### a. Basic excess

The basic excess is the first amount You must pay on each claim. The amount of the basic excess will be shown on Your Schedule beside the heading "Basic excess".

#### b. Age excess

If You make a claim for an accident when Your Vehicle was being driven by or was in the charge of a driver

under the age of 25 years, You must pay the age excess shown in Your Schedule in addition to the basic excess.

#### c. Inexperienced driver excess

You will need to pay the inexperienced driver excess shown on Your Schedule in addition to the basic excess payable if You make a claim for an accident when Your Vehicle was being driven by or was in the charge of a driver over the age of 25 who has not held the Australian driver's licence required to drive the subject Vehicle for at least 2 years.

You will not have to pay any young driver (age), or inexperienced driver excess if You are claiming for any of the following:

- windscreen or window glass damage only;
- theft;
- hail, storm or flood damage;
- Malicious Damage; or
- damage to Your Vehicle while parked.

#### d. Faultless excess

You will not be required to pay the basic, age and /or inexperienced driver excess if:

- You satisfy Us that the accident which gave rise to the claim was the fault of the driver of the other vehicle; and
- You can supply the name and address of that driver, and
- You can supply the registration number of the vehicle, and
- Your Vehicle was a sedan, station wagon, four wheel drive, panel van, utility or goods carrying vehicle under 2- tonne gross vehicle mass, and
- The amount of the claim exceeds Your basic and age excess under the Policy and is not a claim for windscreen damage, and
- Your basic excess does not exceed \$1,000.

#### **e. Tipping excess**

An additional excess of 100 percent of the amount of the basic excess shown in Your Schedule will apply if Your Vehicle is a rigid body tipper or a tipping trailer and the event which gives rise to a claim occurs whilst the tipping hoist is fully or partially elevated.

## **2. Deciding who is at fault**

We will be solely responsible for deciding whether You contributed to the cause of an accident.

## **3. Choice of repairer**

You have the right to choose any repairer from the Allianz Repairer Network to repair the damage to your car. Before becoming a Network Repairer, applicants are assessed on their reputation to perform quality repairs, expertise of staff, repair turnaround times, workshop equipment and facilities, and location. They must also adhere to the Motor Vehicle Insurance & Repair Industry Code of Conduct. Once part of the Network, performance is regularly reviewed to maintain standards of service. You can be assured that we strive to achieve the best repair outcome for you by working closely with our Network Repairers.

Of course you can elect to choose a non-Allianz Network Repairer. In this case we will work closely with your nominated repairer, however we may require a second quotation from a repairer chosen by us. We will then choose to either:

- Authorise the repairs at your repairer of choice, or
- Pay you a fair and reasonable amount to repair the vehicle; or
- Move the vehicle to a repairer we both agree will repair your vehicle. In the instance that we both agree to move the vehicle we will provide you with a rental car for up to 3 days in addition to any other benefit provided under this policy.

## **4. Authorising repairs**

- a. Where You have loss of or damage cover You may only authorise emergency repairs as detailed on page 7 under “Emergency repairs”. You cannot authorise further repairs to Your Vehicle without Our prior consent.
- b. Before We make a decision regarding Your claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor vehicle assessor will be appointed by Us. We or Our assessor will make the necessary arrangements with You.

## **5. Parts, extras and accessories**

If We are unable to repair the part We use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules (ADR). If such parts are not available or appropriate, parts from alternative distribution channels may be used.

We will not pay any amount greater than the maker’s last list price in Australia (together with a reasonable charge for fitting) for the supply of any part, extra or accessory.

In the event that any part, extra or accessory cannot be obtained immediately, We may choose to pay You the value of the part, extra or accessory (together with a reasonable charge for fitting) rather than supply the part, extra or accessory.

## **6. Sublet repairs**

If Your vehicle requires Us to engage the services of a specific specialist repairer and/or supplier We may sublet that component to such repairer or supplier.

## **7. Guarantee and warranty**

We guarantee materials and workmanship on repairs We authorise for as long as You own or lease Your Vehicle. This guarantee is not transferable.

## **8. Assist us with your claim**

You must assist Us with Your claim. This means give Us all the information and assistance with Your claim which We may reasonably require. If You do not We may not pay Your claim or provide cover.

If We have the right to recover any amount payable under the Policy from any other person, You must co-operate with Us in any action We may take.

## **9. Our rights of recovery**

We have the right to recover from any person, in Your name, the amount of any claim paid under the Policy and We have full discretion in the conduct, settlement or defence of any claim in Your name. If We recover more than the amount We have paid to You or on Your behalf, We will pay You the balance.

## 10. Salvage of your vehicle when it is a total loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value, Sum Insured or Agreed Value for Your Vehicle:

- the wreckage of Your Vehicle will become Our property, and
- We will keep the proceeds of any salvage sale.

## 11. Payment of unpaid premium when your vehicle is a total loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value, Sum Insured or Agreed Value for Your Vehicle:

- the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You, and
- if We are replacing Your Vehicle, You must pay Us the balance of any unpaid premium or instalments for the Period of Insurance.

## 12. No return of premium after a Total Loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value, Sum Insured or Agreed Value for Your Vehicle, no return of premium will be made for any unused portion of the premium.

## 13. GST

We will adjust Your claims payment in accordance with the GST provision noted under “General conditions applicable to all sections of the Policy”, “GST Notice” on page 17.

# Other information

## Hints for Vehicle security and safe driving

1. Ensure that Your Vehicle is locked whenever it is left unattended.
2. Use security devices, such as alarms, steering locks and immobilisers.
3. If You are parking on a street at night, park under a street light.
4. Ensure that Your Vehicle is kept in good mechanical condition. Inspect brakes and tyres and replace them if they have been subject to excessive wear.
5. Do not drive after drinking alcohol. Take public transport instead.
6. Observe speed limits and warning signs.
7. When driving long distances take a break every two hours. Consider alternating drivers.
8. Plan Your trip and allow adequate time.
9. When it is raining, or in fog, reduce speed.
10. Ensure any trailer or caravan is securely attached and that the load is evenly balanced.



For all enquiries please call your insurance intermediary

[allianz.com.au](http://allianz.com.au)

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