

RENTAL VEHICLE INSURANCE POLICY



CRI

Rental Vehicle Policy

Policy Wording and Product Disclosure Statement

The insurer of this product is:

Wesfarmers General Insurance Limited,
trading as Lumley Insurance

ABN 24 000 036 279

AFS Licence No 241461

Head Office
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Preparation Date: 1 March 2013

About Car Rental Insurance

Car Rental Insurance Pty Ltd (CRI) ABN 39 112 849 135 is a specialist underwriting agency who acts as agent at law for Lumley Insurance in marketing this insurance product.

About this Product

This document contains important information to help You:

- a) decide whether this product meets Your requirements; and
- b) compare this product with others You may be considering.

Before You decide whether to purchase this product, You should read this document carefully to understand its features, benefits, terms and conditions.

You should read:

- c) this important customer information part – it contains information on important matters You need to be aware of before applying for this product; and
- d) the policy which details the terms and conditions of this product; and
- e) any other documents We provide to You about this product which may change the standard cover.

Arranged by Agent

Car Rental Insurance Pty Ltd

Trading as CRI

ABN 39 112 849 135

Level 3, 345 Pacific Hwy
North Sydney NSW 2060
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Important Notices

APPLYING FOR COVER

To apply for cover You should contact CRI or Your adviser (insurance broker) who will arrange a quotation on Your behalf. CRI or Your adviser can help tailor cover to best suit Your needs. We will use the information supplied by You or Your adviser to decide whether We will issue You with insurance cover and the terms of cover We will offer to provide. We provide cover to You on the terms contained in this document and the Schedule We issue to You.

If You decide to accept the quotation terms provided, We will issue You or Your adviser with a Schedule. The Schedule will contain important information relevant to Your insurance including the Period of Insurance, the Premium, details of Your Vehicle(s), the Excess(es) that will apply and whether any standard terms have been varied by way of endorsement.

At least 14 days before the Policy expires We will send You or Your adviser a notice which tells You when the Policy will expire and whether We are prepared to negotiate to renew or extend the cover.

SUMMARY OF COVER

The Policy cover can be tailored to meet Your requirements. By way of summary, You may choose Comprehensive Cover (Sections 1 and 2) or Third Party Only Cover (Section 2):

- **Section 1 – Vehicle Cover** – this provides You with cover for Loss or damage to Your Vehicle as a result of an Accident occurring within Australia during the Period of Insurance up to the amount We have agreed upon.
- **Section 2 – Third Party Liability Cover** – this provides You (and certain other persons) with cover for legal liability for Loss or damage to someone else's property as a result of an Accident arising out of the use of Your Vehicle within Australia during the Period of Insurance up to the limit of liability.
- Additional Benefits apply for each cover (see each of these Cover Sections for details).

Extension Cover applies to Section 1 Cover and Section 2 Cover to extend the available cover without increasing the specified limits in the Policy (refer 'General Extensions' in the Policy for details).

We only provide cover up to the amount(s) and limits specified in the Policy and subject to its other terms, conditions and exclusions.

Refer to the Cover Sections for details of the basis on which We settle any valid claim.

You need to make sure that You are happy with the extent of cover provided by this product. If not, You may not get the cover You require.

If You do not adequately insure Your Vehicle(s), You may have to bear the uninsured proportion of any Loss or liability.

EXCESS

An Excess is the amount You must contribute towards the cost of a claim and is payable for each and every claim covered by the Policy. The 'Basic Excess' is shown in the Schedule and You may have to pay additional Excesses. In some cases, We will waive the requirement for You to pay an Excess (refer 'General Conditions' 4 in the Policy Wording for details).

EXCLUSIONS/CONDITIONS/CANCELLATION

Subject to the *Insurance Contracts Act 1984* (Cth) We may refuse to pay or reduce the amount We pay under a claim in certain circumstances. In particular:

- a) where exclusion applies; or
- b) if You do not comply with the terms and conditions of the Policy; or
- c) if You do not comply with Your duty of disclosure or make a misrepresentation; or
- d) if You make a fraudulent claim.

We may only cancel the Policy in certain circumstances where We are permitted to do so by law and in particular under the *Insurance Contracts Act 1984* (Cth), e.g. if You fail to comply with a condition or breach Your duty of disclosure.

You can cancel Your Policy at any time by writing to Us. If You do, the cancellation will take effect when We receive Your request or from any later date You tell Us. If You cancel, other than under the 'Cooling Off Period' below, We refund the premium less an amount which covers the period for which You were insured, reasonable administrative costs relating to the issue and cancellation of the Policy and any government taxes or charges that are non-refundable and subject to the retention of any declared minimum premium.

However if You have made a claim or are entitled to make one under the Policy, We will not refund the premium for any unused portion and We may deduct the amount of any premium already refunded to You from any claim payment paid or payable to You.

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OTHER PARTY'S INTERESTS

We only cover persons specified in the Policy as entitled to cover for the relevant interest specified unless we specifically agree to cover the interest of another party. If You want to cover a person's interest that is not specified You need to apply to Us for this. If We agree to cover the interest of another party, the details will be noted on Your Schedule.

PREMIUM CALCULATION

The insurance provided is subject to Your payment or agreement to pay the premium We require by the agreed time. The contract between You and Us will only come into existence when You pay the premium. If You have not paid the amount payable for the premium by the agreed time, You are not insured.

In order to calculate premium various factors are considered, including but not limited to the:

- a) type of Vehicle(s);
- b) value of Vehicle(s);
- c) type of cover requested;
- d) age of regular drivers;
- e) location and operating radius of the Vehicle(s);
- f) claims history from prior years;
- g) rental procedures undertaken by Your Business.

Your premium also includes amounts payable in respect of compulsory government charges and any taxes (including stamp duty and GST).

When You apply for this insurance, You will be advised of the total amount payable as the premium. If You choose to effect cover, the amounts due will be clearly set out in the Schedule.

Where You pay your premium in monthly installments, if one installment of premium remains outstanding for more than one month, We may cancel Your Policy.

THE DUTY OF DISCLOSURE

Your duty of disclosure for a new Policy

The *Insurance Contracts Act 1984* (Cth) (ICA) requires that any information that We seek must be collected by a specific question.

What You must tell Us

When answering Our questions, You must be honest and You have a duty under the ICA to tell Us anything known to You, and which a reasonable person, in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure You and anyone else to be insured under the policy, and on what terms.

Who needs to tell Us

It is important that You understand You are answering Our questions in this way for Yourself and anyone else that You want to be covered by the Policy.

If You do not tell Us

If You do not answer Our questions in this way, We may reduce or refuse to pay a claim, or cancel a Policy. If You answer Our questions fraudulently, We may refuse to pay a claim and treat the Policy as never having worked.

Your duty of disclosure before You renew, extend, vary or reinstate Your Policy

You have a duty, under the ICA, to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or, in the ordinary course of our business, ought to know; or
- where compliance with Your duty is waived by Us.

When answering any questions, You must be honest.

We will use the information You disclose in deciding whether to insure You and anyone else to be insured under the Policy, and on what terms.

Consequence of non-disclosure

If You fail to comply with Your duty of disclosure for a new Policy, or before You renew, extend, vary or reinstate Your Policy, We may be entitled to reduce Our liability under the policy in respect of a claim or may cancel it. If Your non-disclosure is fraudulent, We may also have the option of avoiding the policy from its commencement.

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GOODS AND SERVICES TAX (GST)

The amount of premium payable for the Policy includes an amount on account of the GST.

All amounts insured by the Policy are in accordance with the advice You have given to Us regarding Your GST status and the GST status of the items to be insured. Any claim settlements, up to the total of all amounts insured, will be calculated with reference to your GST status and the GST status of the property which is the subject of the claim.

We will not be liable to pay any GST, or any fine, penalty or charge that You are liable for arising out of Your misrepresentation of, or failure to disclose, Your proper input tax credit entitlement on the premium relating to the Policy.

In respect of Your Policy with Us, where You are registered for GST purposes, You should calculate Your proposed Sums Insured with reference to the GST status of each Vehicle or item of property to be insured. Depending on the GST status of each Vehicle or item of property insured, the Sum Insured may or may not include a GST component. An amount for GST should only be included in the Sum Insured if the Vehicle or item of property to be insured is not used 100% for business use. All Vehicles or items of property to be insured used 100% for business use should be insured on a GST exclusive basis. Any claim settlements, up to the total of all amounts insured, will be calculated with reference to Your GST status and the GST status of the property which is the subject of the claim.

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

UNDERINSURANCE

It is Your responsibility to ensure that the Sum Insured of the Vehicle or property You want insured by this Policy is adequate.

You should review the adequacy of the Sum Insured periodically during the Period of Insurance and prior to each renewal year.

COOLING OFF PERIOD

If You are not completely satisfied with the Policy, You may cancel it by notifying Us in writing within 30 days of cover having commenced that You wish to do this. You will receive a refund of the premium amount You have paid unless You have made a claim or something has occurred which would entitle You to make a claim under the Policy.

CONFIRMING TRANSACTIONS

You may contact Us, in writing or by phone, to confirm any transaction under the Policy if You or Your adviser do not already have the required Policy confirmation details.

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 are a signatory to the Code of Practice. You can obtain more information on the Code of Practice and how it assists You from Your insurance agent or broker or Our office.

COMPLAINTS PROCEDURE

We will do everything possible to provide a quality service to You. However, We recognise that occasionally there may be some aspect of Our service or a decision We have made that You wish to query or draw to Our attention.

Wesfarmers has a complaints and dispute resolution procedure which undertakes to provide an answer to Your complaint within 15 working days.

If You would like to make a complaint or access Our internal dispute resolution service please contact Your nearest Lumley Insurance office and ask to speak to a dispute resolution specialist.

If You are not happy with Our answer, or We have taken more than 15 working days to respond, You may be able to access the services of an independent external dispute resolution body approved by ASIC called the Financial Ombudsman Service (FOS).

The FOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to You. Lumley Insurance is bound by the determination of the FOS but the determination is not binding on You.

The FOS contact details are as follows:

The Financial Ombudsman Service
GPO Box 3, Melbourne VIC 3001

General Inquiries: 1300 78 08 08

Website: www.fos.org.au

Email: info@fos.org.au

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OUR PARTNERED REPAIR NETWORK

We have established an elite repairer network system. Members of Our Partnered Repair Network must meet Our stringent acceptance criteria which require the highest standards of repair and service.

When You use a repairer from Our Partnered Repair Network You do not need to shop around for quotes and We guarantee:

- a) the quality of repairs and workmanship involved in the repair; and
- b) that the structural integrity of Your Vehicle has been maintained.

You may choose Your own repairer, but if You do, We will not provide this guarantee and may require You to provide quotations for the repair of Your Vehicle.

We are a signatory to the Motor Vehicle Insurance and Repair Industry Code of Conduct. The voluntary Code is intended to promote transparent, informed, effective and co-operative relationships between smash repairers and insurers based on mutual respect and communication. For further information about the Code visit the website: www.abrcode.com.au

HOW TO MAKE A CLAIM

In the event of an incident occurring which requires You to make a claim against the Policy, contact:

CRI on 1300 675 050, or claims@carrentalinsurance.com.au

Please refer to the Claims Procedures contained in the General Conditions section of the Policy.

PRIVACY

We are bound by the National Privacy Principles (NPP) or any successors to the NPP and comply with the *Privacy Act 1988* (Cth).

We collect personal information which is necessary to provide Our services for underwriting and administering Your insurance, claims handling, market and customer satisfaction research and to develop and identify products and services that may interest You.

We may disclose Your personal information to companies in the same group, our agents, overseas service providers, other insurers, mailing houses and document service providers, financial institutions, insurance and claim reference agencies, credit agencies, loss assessors and adjusters, financial or investigative service providers, internal dispute resolution officers, and/or dispute resolution providers such as the FOS.

We use and disclose Your personal information for the purposes of providing insurance, including arranging insurance, Policy administration, claims handling and dispute resolution. When you provide information about other individuals you must make them aware of the disclosure and the use to which the personal information will be put.

If your personal information is collected or supplied to a foreign organisation we will ensure it will be held, used or disclosed only in accordance with the NPP or their successors.

If You would like more details about Our Privacy Policy, would like to seek access to or correct Your personal information, or opt out of receiving material We send, please contact Us.

You can also view a copy of Our Privacy Policy on Our website at www.lumley.com.au or www.carrentalinsurance.com.au

UPDATING OUR PRODUCT DISCLOSURE STATEMENT

Only the parts of this document relevant to insurance cover provided to You as a 'retail client' as defined under the *Corporations Act 2001* (Cth) and any other documents We tell You are included, make up Our PDS. Other documents may form part of Our PDS. If they do, We will tell You in the relevant document. We may update the information contained in Our PDS when necessary. A paper copy of any updated information is available to You at no cost by contacting Your adviser, by calling Us or by accessing Our website, www.carrentalinsurance.com.au. We will issue You with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain this insurance.

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INTERMEDIARIES, GENERAL ADVICE SERVICES PROVIDED BY LUMLEY INSURANCE

Lumley Insurance is an Australian Financial Services licensee (No 241461) and is authorised under its licence to deal in and provide general advice about this insurance.

Any advice We or Our representatives provide is general only and does not take into account Your personal objectives, financial situation or needs. Because of this You should, before acting on the advice, decide if it is right for You and consider the information contained in this document carefully.

Lumley Insurance's employees are paid an annual salary and possibly bonuses based on performance criteria and achievement of company goals. They are not otherwise remunerated for any advice or dealing service that they provide to You unless they tell You otherwise.

If an intermediary has been used to arrange the Policy, We may pay them remuneration such as a commission or fee.

TERRORISM INSURANCE ACT 2003 (CTH)

This Policy excludes cover for Losses as a result of Terrorism.

In the event that damage to property occurs and the cause of the damage is declared a terrorist incident by the responsible Minister, then You may be afforded protection within the limits of indemnity of this Policy by virtue of the *Terrorism Insurance Act 2003*. The operation of this Act may also serve to reduce the settlement of Your Loss to a percentage of the otherwise recoverable Loss. In the event that the settlement is reduced then this will be at the direction of the Minister.

A more detailed explanation of the operation of the *Terrorism Insurance Act 2003* can be obtained at www.arpc.gov.au

FINANCIAL CLAIMS SCHEME

Some sections of this Policy may be a 'protected Policy' under the Federal Government's Financial Claims Scheme (FCS) which only applies in the event of an insurer becoming insolvent and the Federal Treasurer declaring that the FCS will apply to that insurer.

Payment of a claim under the FCS is subject to the Scheme's eligibility criteria being met.

Information about the FCS can be obtained from the Australian Prudential Regulation Authority at www.apra.gov.au or by calling 1300 558 849.

CLAIM PAYMENT EXAMPLES

The following examples are designed to illustrate how a claim payment might typically be calculated. The examples do not cover all scenarios or all benefits and do not form a part of the Policy terms and conditions. They are a guide only.

Claim Example – Damage to Your Vehicle

You have cover for Your Vehicle under Section 1 with a basic Excess of \$1,000. Your Vehicle is involved in a collision. The driver of Your Vehicle is at fault in the collision. The cost of repairs to Your Vehicle is \$3,000.

The amount We will pay the repairer is: \$2,000 (\$3,000 less basic Excess of \$1,000). You must pay the \$1,000 Excess to the repairer.

Total Claim Payment: \$2,000

Claim Example – Theft of Your Vehicle

You have cover for Your Vehicle under Section 1 with a basic Excess of \$1,000. Your Vehicle is stolen and recovered damaged ten days later.

The cost of repairs to Your car is \$4,500.

The amount We will pay the repairer is: \$3,500 (\$4,500 less basic Excess of \$1,000). You must pay the \$1,000 Excess to the repairer.

Total Claim Payment: \$3,500

Claim Example – Third Party Property Damage

You have cover under Section 2 for Liability to Third Parties with a basic Excess of \$1,000.

Your Vehicle is involved in a collision which damages another vehicle. The driver of Your Vehicle is at fault in the collision. The cost of repairs to the other Vehicle involved in the collision is \$12,000.

You must pay the \$1,000 Excess to Us and We will pay the other party \$12,000.

Total Claim Payment: \$11,000



CRI Rental Vehicle Policy

The Policy

DEFINITIONS

In the Policy some words have a special meaning. Their meaning is listed below.

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

“Act of Terrorism” means an act, including but not limited to the use or threat of force or violence by 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 committed for, or in connection with, political, religious, ideological, 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.

“Declaration” means a list of all Vehicles insured provided to CRI on the 1st business day of each month. The list is to include year, make and model of each of the Vehicles.

“Excess” means the amount specified in the Schedule and elsewhere in the Policy which You must contribute to each and every claim. The Excess applies to each of Your Vehicles and each claim on Your Vehicle.

“Gross Vehicle Mass” means the maximum weight a Vehicle can carry including its own weight according to manufacturer’s specification.

“GST” means the Goods and Services Tax.

“Loss” or “Losses” means sudden physical Loss, damage or destruction to Your Vehicle(s) caused by an unexpected event not otherwise excluded.

“Market Value” means Our assessment of the value of Your Vehicle immediately prior to Loss.

“Modifications” means any Non-Standard additions or alterations to Your Vehicle which affect its performance, handling or safety.

“Non-Standard Accessories” means Non-Standard items, tools or equipment fitted to Your Vehicle as optional extras.

“Period of Insurance” means the period shown in the most recent Schedule or a subsequent period for which the Policy has been renewed.

“Policy” means this document, the Schedule and any other notice We give You in writing. Together they form the insurance contract.

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

“Rental Agreement” means the contract between You and any person or persons who rent Your Vehicle, which sets out the terms and conditions of the rental of Your Vehicle.

“Schedule” means the attachment which forms part of the Policy and shows the Policy number, together with the details of Your cover.

“Sum Insured” means the greater of the Market Value of Your Vehicle or the lease payout figure of Your Vehicle. Where more than one Vehicle is lost or damaged as the result of one event, Sum Insured will mean the greater of the total of the Market Values or the lease payout figure of all Vehicles insured by this Policy.

“Terra Firma” means solid earth and refers to the dry land mass.

“Third Party” or “Third Parties” means a person who is not the Insured, or is not a person to whom cover is provided directly to by this Policy.

“Tool of Trade” means use of Your Vehicle:

- a) For excavating, digging, grading, scraping, drilling, lifting by a mobile crane, pumping, spraying, vacuuming and similar activities;
- b) In the process of setting up for such operations and reverting from such operative format to a travel or transit configuration;
- c) Whilst being moved simultaneously with or preliminary to or subsequent to being used for excavating, digging, grading, scraping, drilling, lifting by a mobile crane, pumping, spraying, vacuuming and similar activities; and
- d) Whilst temporarily at rest prior to, or subsequent to, being used for excavating, digging, grading, scraping, drilling, lifting as a mobile crane, pumping, spraying, vacuuming and similar activities.

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“Total Loss” means where We decide to pay You or the lessor or financier of Your Vehicle the full Sum Insured for the lost or damaged Vehicle. This is usually when the cost of repairs to Your Vehicle is more than the Sum Insured less any amount We can obtain for the Vehicle’s salvage. Where a Total Loss settlement has been made the cover on Your Vehicle is fully used and therefore cancelled from the date of Loss, with no refund of premium.

“Vehicle(s)” means all motor vehicle(s), including buses, trucks, motor cycles, caravans and trailers designed to operate solely on Terra Firma and travel on wheels or self-laid tracks and to be propelled by a power source other than manual, or animal power, described in the Schedule and including manufacturer’s standard tools and accessories and Non-Standard Accessories. Your Vehicle does not include any Modifications.

“We”, “Us”, “Our” means Wesfarmers General Insurance Limited, trading as Lumley Insurance, ABN 24 000 036 279 and/or CRI Pty Limited, ABN 39 112 849 135 on behalf of Lumley insurance.

“You”, “Your” means the insured named in the Schedule.

“Your Business” means the business as described in the Policy Schedule provided by CRI Pty Limited.



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After You pay the premium within the time frame We require, We will indemnify You against Loss, or liability as described in the Policy occurring within Australia, during the Period of Insurance.

SECTION 1 – COVER FOR YOUR VEHICLE

Under this section We will indemnify You for Loss to Your Vehicle occurring within Australia during the Period of Insurance by paying, at Our option:

- a) to repair, reinstate or replace Your Vehicle, or
- b) to pay an amount equal to the Sum Insured.

The maximum that We will pay in respect of Section 1 for any one Loss or all Losses arising from one event is the lesser of \$15,000,000 or the Sum Insured less any applicable Excess.

However, if Your Vehicle has a Gross Vehicle Mass exceeding 4.5 tonnes and at the time of Loss the Sum Insured on Your Vehicle is less than 80% of the Market Value of Your Vehicle, then We will pay only such proportion of the repair costs as the Sum Insured bears to the Market Value of Your Vehicle.

ADDITIONAL BENEFITS – APPLICABLE TO SECTION 1

An additional benefit is only payable if it arises as a result of and directly in connection with a Loss where We have paid or agreed to pay a claim under Section 1 – Cover for Your Vehicle. The additional benefits will serve to increase the maximum sum payable under Section 1. The additional benefits are subject to all the exclusions, terms and conditions of the Policy.

1. Lease Payout

If Your Vehicle is damaged beyond an amount We consider economical to repair and the Market Value is less than the amount owing by You under a valid hire purchase, leasing or other finance agreement which applies to Your Vehicle, We will pay the lessor or financier an additional amount not exceeding 25% of the Market Value but less any:

- a) payments and interest in arrears under the applicable hire purchase, leasing or other financial agreement at the time of Loss; and
- b) applicable discount in respect of finance charges and/or interest for the unexpired term of such an agreement; and
- c) applicable Excess.

2. New Replacement Vehicle

If as a result of a Loss Your Vehicle is treated by Us as a Total Loss, We will replace Your Vehicle with a new Vehicle of similar make and model (subject to local availability) provided that this additional benefit only applies if Your Vehicle is:

- a) a sedan, station wagon, utility or goods carrying Vehicle with Gross Vehicle Mass less than 4.5 tonnes; and
- b) at the time Your Vehicle is deemed to be a Total Loss, Your Vehicle's original registration was less than 12 months old.

3. Removal and Retrieval Costs

We will pay the necessary and Reasonable Costs of removal or retrieval of Your Vehicle (excluding debris or load of Your Vehicle) to the nearest repairer or place of safety or to any other location approved by Us, up to a maximum of \$50,000 per event.

4. Removal of Debris

We will pay the Reasonable Costs and charges that are necessarily incurred to clean up or remove debris resulting from goods falling or leaking from Your Vehicle.

We will not pay more than \$50,000 under this additional benefit in respect of all claims arising from one Loss or series of Losses arising from the one event.

5. Emergency Repairs

We will pay the Reasonable Costs of emergency repairs required to enable Your Vehicle to be moved to a place of safety, up to a maximum of \$3,000.

6. Automatic Trailer Cover

We will pay for Loss or damage to any two wheeled or box trailer owned by You whilst attached to Your Vehicle, up to a maximum of \$1,000.

7. Keys and Locks

If the keys or locks to Your Vehicle are lost or damaged or if there are reasonable grounds to believe Your keys or locks may have been illegally duplicated as a direct result of a Loss, We will pay the Reasonable Costs of replacing Your Vehicle keys or locks up to a maximum of \$1,000 per Vehicle and a maximum of \$10,000 for all claims from the one event.

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8. Repatriation of Vehicle

We will pay the Reasonable Cost of travel and accommodation expenses necessary for the repatriation of the driver of Your Vehicle at the time of the Loss to his or her home as the result of Loss or Damage to a Vehicle, up to a maximum of \$3,000 per event.

9. Signwriting

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

10. Tarpaulins, Gates, Chains, Dogs and Straps

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

11. Rental Breach

If You are unable to recover any amount for Loss from a person who was renting Your Vehicle at the time of the Loss or damage following a breach of the rental agreement for Your Vehicle between You and the person renting the Vehicle, We will pay You for Loss provided that such Loss would be covered by the Policy had the rental breach not occurred.

SPECIFIC EXCLUSIONS – APPLICABLE TO SECTION 1

Under Section 1 – Cover for Your Vehicle We will not pay for any of the following:

1. damage to the tyres of Your Vehicle caused by the application of brakes or by road punctures, cuts or bursts; or
2. theft of or further damage to Your Vehicle after Loss unless reasonable steps to protect or safeguard Your Vehicle have been taken thereafter to protect or safeguard Your Vehicle; or
3. any consequential Loss or financial expenses incurred as a result of You not being able to use Your Vehicle; or
4. any loss insured under Section 1 – Cover for Your Vehicle where Your Vehicle is insured only for Third Party Property Damage as indicated in the Schedule; or

5. depreciation, wear and tear, rust or corrosion, mechanical, structural, electrical or electronic breakdown or failure; or
6. theft of Your Vehicle or theft of an item in, on or attached to Your Vehicle by any person who has rented Your Vehicle unless at the time the Vehicle was rented, You sighted from the person who rented Your Vehicle:
 - a) a current and valid driver's licence or passport which shows a photograph of the person who rented Your Vehicle and details of that driver's licence or passport noted on the Rental Agreement; and
 - b) a copy of one other form of current and valid identification of the person who rented Your Vehicle or a person named as a joint renter of Your Vehicle in the Rental Agreement being a:
 - (i) credit card;
 - (ii) Medicare card; or
 - (iii) ID Card; or
7. loss arising from failure of, or defect or fault in, the design or specification of Your Vehicle; or
8. any damage to the property of a Third Party or the personal injury or death of any person caused by or arising out of the ownership, operation, possession or use of Your Vehicle or any vehicle.

SECTION 2 – LIABILITY TO THIRD PARTIES

Under this section We will pay for the amount:

- a) You, or
- b) any other person driving, using or in charge of Your Vehicle with Your consent, or
- c) any authorised passenger getting in, on or out of Your Vehicle, or
- d) Your employer or principal if Your Vehicle is being driven on their behalf with Your consent,

are legally liable to pay as compensation for Loss, damage and/or loss of use to Third Party property as a result of an Accident occurring within Australia during the Period of Insurance and arising out of the use of Your Vehicle or caused during loading or unloading.

We will not pay more than \$35,000,000 in respect of all claims (including the cover provided by additional benefits 1 to 9) arising from one Accident or series of Accidents resulting from a single original cause.

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ADDITIONAL BENEFITS – APPLICABLE TO SECTION 2

An additional benefit is only payable if it arises as a result of and directly in connection with a Loss where We have paid or agreed to pay a claim under Section 2 – Liability to Third Parties. The additional benefits will not serve to increase the maximum sum payable under Section 2. The additional benefits are subject to all the exclusions, terms and conditions of the Policy.

1. Cover where liability falls outside any compulsory third party insurance or statutory scheme

We will not cover any liability for death or bodily injury arising out of the use or in connection with Your Vehicle or any vehicle where that liability is required by law to be covered by compulsory third party insurance or any statutory compensation scheme or accident compensation scheme. Subject to the above exclusion, under this additional benefit We will provide You with cover where the death or bodily injury arising from the use of Your Vehicle falls outside the above exclusion provided no law is infringed by providing such cover.

This additional benefit will apply only if all requirements of the cover under Section 2 are met, other than the requirement for there to be damage or loss of use to Third Party property.

2. Legal Costs

We will pay for legal costs and expenses incurred with Our written consent.

3. Non-Owned Vehicle

We will pay for Your legal liability for damage to property of a Third Party caused by or arising out of the use of any vehicle, not listed in the Schedule, by You or any vehicle hired by You while such vehicle is being driven by any person who is authorised by both You and the owner of the Vehicle to use the Vehicle on Your behalf and in connection with Your Business.

We will not pay for damage to that vehicle itself.

4. Non-Owned Vehicles in Your Car Park

We will pay for Your legal liability for damage to vehicles belonging to Your employees or visitors contained within a car park owned or operated by You (exclusion 3 of the Specific Exclusions – Applicable to Section 2 does not apply to this additional benefit).

5. Non-Owned Trailer

We will pay for Liability to a Third Party for damage to a Third Party's property arising out of use of a trailer connected to Your Vehicle, provided the trailer is in Your control or in the control of the driver of Your Vehicle and the trailer is not owned, mortgaged, leased or otherwise financed by You. Under this additional benefit there is no cover for Your liability to the owner of the trailer for Damage to the trailer itself save as may be provided under additional benefit 6 'Trailers'.

6. Trailers

We will pay for Your legal liability for damage to Third Party property caused by or arising out of the use of any trailer attached to Your Vehicle provided that the number of trailers towed by Your Vehicle at the time of the Loss does not exceed the number permitted by law.

7. Towing Disabled Vehicles

We will pay for Your legal liability for damage to Third Party property caused by or arising out of Your Vehicle towing any disabled vehicle provided the disabled vehicle is not being towed for reward or financial gain.

8. Vehicle Under Tow

We will pay for liability for Loss or damage to a disabled vehicle whilst being towed by Your Vehicle for the purpose of recovery of the disabled vehicle, provided You are not performing this Vehicle recovery for hire, reward, or to secure salvage rights.

9. Inadvertent and Unintentional Failure to Effect Registration

We will pay for Your legal liability caused by or arising out of the movement of any vehicle which is required to be registered or conditionally registered in accordance with the law of any State or territory in Australia, but is not so registered at the time of the Loss as a result of Your inadvertent and unintentional failure to effect registration or conditional registration of that vehicle. However, the maximum amount We will pay under this additional benefit is \$100,000 for all claims in the Period of Insurance.

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SPECIFIC EXCLUSIONS – APPLICABLE TO SECTION 2

Under Section 2 – Liability to Third Parties We will not pay for any of the following:

1. any claim caused by or in connection with Your Vehicle, or any plant or equipment attached to Your Vehicle, while Your Vehicle is being operated as a Tool of Trade; or
2. claims caused by discharge, dispersal, release or escape of any trade waste material; or
3. damage to any property belonging to or held in or on trust or in the custody or control of You or any entity or person entitled to indemnity under Section 2 of this Policy. Provided however this exclusion 3 will not apply where the total value of the damaged property does not exceed \$100,000 and:
 - a) the damaged property does not belong to You; or
 - b) the damaged property is not held by You in or on trust or in Your custody or control; or
 - c) the damaged property is held in or on trust or in the custody or control of any entity or person entitled to indemnity under Section 2 of this Policy other than You; or
4. any fines, penalties, or aggravated, exemplary or punitive damages; or
5. claims or any liability in respect of death or bodily injury arising out of the use or in connection with Your Vehicle or any vehicle where that liability is required by law to be covered by compulsory third party insurance or any statutory compensation scheme or accident compensation scheme, subject only to the additional benefit 'Cover where liability falls outside any compulsory third party insurance or statutory scheme' above; or
6. any claim resulting from death of or bodily injury to any:
 - a) person driving and/or in charge of Your Vehicle; or
 - b) of Your employees; or
 - c) member of Your family; or
7. death of or bodily injury to any person if Your Vehicle is registered in the Northern Territory of Australia; or
8. any claim if Your Vehicle is not registered for use on a public road.

GENERAL EXTENSIONS – APPLICABLE TO ALL SECTIONS

1. Additional Interests

The Policy includes the interests of lessors, financiers, trustees, mortgagees, owners and all other parties as more specifically noted in Your Schedule. You must disclose details of the nature and extent of such interests in the event of Loss, damage or liability and when We request such information. Any such party is bound by the terms of the Policy.

2. Contractual Liability

We will indemnify You for liability arising under any undertaking or indemnity given or contracted by You provided that such liability would have attached under the Policy in the absence of such undertaking or indemnity.

3. Cross Liability

The words 'You' and 'Your' will be considered as applying to each party named in the Schedule in the same manner as if that party was the only party named therein and We waive Our rights of subrogation against each such named party provided however this extension will not increase any limits specified in the Policy.

4. Sea Transportation

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

5. LPG Conversion

The Policy includes cover for Your Vehicle which has been modified to operate on liquefied petroleum gas (LPG) provided that such modification has been carried out in accordance with the relevant statutory standards.

6. Additions and Deletions

Where Your Policy is not subject to a monthly Declaration, then in the event You purchase, hire, lease or otherwise acquire any replacement or additional registered vehicle during the Period of Insurance, You must notify Us immediately. Any additional vehicles that are acquired will only be covered under this Policy when We confirm in writing that the vehicle is covered and You pay any additional premium that We tell You We require.

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GENERAL EXCLUSIONS – APPLICABLE TO ALL SECTIONS

You are not insured against any of the following:

1. for any Loss or liability if at the time the Loss or the liability is incurred Your Vehicle is being driven by You or any person including You:
 - a) whose faculties are impaired by any drug or intoxicating liquor; or
 - b) who is convicted of driving, at the time of Loss or the Accident, under the influence of any drug or intoxicating liquid; or
 - c) with a percentage of alcohol or drugs in their breath, blood or urine in excess of the percentage permitted by law; or
 - d) who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by law.

Provided however, We will not apply this exclusion to any claims against You if You can provide that You did not know or could not reasonably have known that the driver of Your Vehicle was so affected or refused to undergo an appropriate test at the time of Loss or the Accident provided this driver has not to Your knowledge been so affected on a previous occasion. We will not cover the driver of Your Vehicle; or
2. for any Loss or liability if Your Vehicle is driven by You or by any person with Your consent who is not licensed to drive Your Vehicle under any relevant law, but this exclusion will not apply where a person is driving Your Vehicle with Your consent and You can prove:
 - a) that You checked the driver's driving licence before You provided Your consent and the driving licence produced to You by that person has been forged or was the subject of unauthorised alteration; and
 - b) the forgery or unauthorised alteration could not have been reasonably discerned from the driving licence produced to You; and
 - c) the driving licence produced would, if it had been valid, have authorised that person to drive the particular category or type of Vehicle which was to be driven with Your consent; and
 - d) You did not know and could not reasonably have known that that person did not have a licence to drive Your Vehicle;

However, We will not waive Our right of subrogation against that person; but where that person is:

- (i) a member of Your family or in another personal relationship with You; or
- (ii) Your employee and the Loss occurred whilst he or she was acting in the course of his or her employment,

We will not exercise Our subrogation rights except where there is serious or willful misconduct on the part of that person; or

3. for any Loss or liability if the driver of Your Vehicle is under 21 years unless otherwise stated in the Schedule; or
4. for any Loss or liability if Your Vehicle is driven by a person who has rented the Vehicle and the renter has breached a Rental Agreement.

Provided however, if You are unable to recover any amount for Loss from that person following breach of the Rental Agreement, We will pay You for that Loss provided such Loss would be covered by the Policy had the breach of the Rental Agreement not occurred; or

5. for any Loss or liability if Your Vehicle is being used to carry a greater number of passengers or to convey or to tow a load in excess of that for which Your Vehicle was designed for or permitted by law. Provided however this exclusion will not apply if:
 - a) the Loss or liability was not caused or contributed to by such greater number of passengers or load; or
 - b) if You were not aware, and could not reasonably have been aware, that the carriage was in excess of the number of passengers or load for which it was designed or permitted by law; or
6. for any Loss or liability if Your Vehicle is being used in an unsafe or un-roadworthy condition and such condition caused or contributed to the Loss or legal liability. Provided however, We will not apply this exclusion where:
 - a) You had not detected and could not have reasonably have detected the unsafe or un-roadworthy condition; and
 - b) Your Vehicle has been regularly serviced in accordance with the manufacturer's instructions; or

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7. for any Loss or liability incurred whilst Your Vehicle is being used:
 - a) for any illegal purpose with Your knowledge or consent; or
 - b) in connection with the motor trade for experiments, test, trials, demonstration or breakdown purposes; or
 - c) by a person who has rented the Vehicle for carrying passengers for hire or reward other than under a private pooling arrangement; or
 - d) or involved in racing, pacemaking, reliability trials, speed or hill climbing tests, or whilst being tested in preparation thereof; or
 - e) for or being tested in preparation for, any race, rally, trial, speed trial, test, contest, motor sport or any driver training course conducted without Our written consent; or
 8. for any Loss or liability resulting from lawful seizure or other operation of law; or
 9. for any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences, namely:
 - a) war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war; or
 - b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power; or
 10. any death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with:
 - a) any Act of Terrorism regardless of any other contributing cause or event; or
 - b) any action taken in controlling, preventing, suppressing or in any way responding to or relating to the matters set out in paragraph 10(a) above; or
 11. any loss, damage, liability costs or expenses directly or indirectly occasioned by, happening through or in consequence of any radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material; or
 12. asbestos; or
 13. for any Loss or liability If Your Vehicle is being used or attached to or towing a vehicle being used for the commercial transportation of Dangerous Goods as defined in the Australian Code for the Transport of Dangerous Goods by Road or Rail. Provided however, if the transportation complies with such Code, We will provide cover under this Policy but the maximum We will pay in respect of all claims arising out of one Accident is \$1,000,000 unless otherwise noted in the Schedule or excluded in the Policy; or
 14. for any Loss or liability occurring whilst Your Vehicle is:
 - a) running on rails other than as cargo; or
 - b) in an underground mine, mining shaft, or tunnels which are not public roads; or
 - c) operating within the confines of any airport or airfield, including aprons, other than a designated public or rental vehicle parking area; or
 15. for any Loss or liability intentionally caused by You or any person acting with Your consent; or
 16. any GST, or any fine, penalty or charge for which You are liable arising out of Your misrepresentation of, or failure to disclose, Your actual input tax credit entitlement in the settlement of any claim or premium relating to the Policy; or
 17. any loss or damage of whatsoever kind arising directly or indirectly out of:
 - a) the corruption, destruction or alteration of or damage to data, coding, program or software; or
 - b) the unavailability of data or reduction in the functionality, availability or operation of hardware, software and embedded chips; or
 - c) any business interruption Losses resulting therefrom.
- This exclusion will not apply where such Loss or damage occurs as a direct result of physical damage which is otherwise covered by this Policy; or

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18. for any Loss or liability arising directly or indirectly as a result of Your Vehicle being driven or used whilst either the dimensions of the load (including any load projection limit) or the mass limit of the Vehicle (or its axles) are exceeded. Provided however We will not apply this exclusion if:

- a) an oversize or over mass Vehicle permit has been obtained and the load is being carried in accordance with such a permit; or
- b) You are not aware and could not reasonably have been aware that Your Vehicle was being driven or used whilst either the dimensions of the load or the mass limit of the Vehicle was exceeded.

GENERAL CONDITIONS – APPLICABLE TO ALL SECTIONS

1. Monthly Declaration

You must provide Us with a Declaration on the first business day of each month of the number of Your Vehicles in the following categories:

- a) sedans and station wagons; and
- b) goods carrying Vehicles:
 - (i) under 2 tonnes
 - (ii) over 2 tonnes and up to 5 tonnes
 - (iii) over 5 tonnes and up to 10 tonnes
 - (iv) over 10 tonnes and up to 20 tonnes; and
- c) all other vehicles not included in (a) or (b) above.

Vehicles purchased, hired, leased or otherwise acquired following the submission of a monthly Declaration are automatically included from the time of acquisition until receipt of the subsequent monthly Declaration on the terms applicable to the category into which the vehicle falls.

2. Cash/Credit Card Rentals

It is a condition of the Policy that:

- a) You complete the CRI cash deposits application form, or other form approved by Us in writing, and confirm the details prior to approving any rental paid by cash or cheque; and

- b) credit cards used for rentals paid for using a credit card, or used as security for the rental, must be authorised at the time of rental and before Your Vehicle passes to the control of the person renting the Vehicle. The credit card holder must be the person renting the Vehicle or joint renter named on the Rental Agreement; and
- c) rentals paid for using cash must be subject to a minimum deposit in cash or by credit card authorisation at the time of the rental and before Your Vehicle passes to the control of the person renting the Vehicle.

3. Claims Procedures

- a) In the event of a Loss or Accident which may become the subject of a claim under the Policy You must immediately forward to Us:
 - (i) full details in writing of the Loss or Accident; and
 - (ii) any communication or court documents received.
- b) You may choose a repairer from Our Partnered Repairer Network or Your own licensed repairer, but before any repairs are authorised You must:
 - (i) obtain Our written agreement for such repairs; and
 - (ii) make Your Vehicle available for Our inspection.

We reserve the right to invite, accept, adjust or decline estimates or to arrange (at Our expense) for the removal of Your Vehicle to other repairers for quotation purposes.

You will only be entitled to the Repair Guarantee described below if You choose to use a Partnered Repairer from Our Partnered Repairer Network.

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We reserve the right to:

- (i) determine the method of repairs; and
- (ii) make enquiries to ensure that the repairs are carried out satisfactorily and that the parts used for repairs are new or are consistent with the age and condition of Your car; and
- (iii) if required, seek an alternative competitive repair estimate.

We will guarantee the workmanship and materials on all repairs authorised by Us and completed by a member of Our Partnered Repairer Network.

We will arrange for any unsatisfactory repairs to be inspected and if necessary, rectification to be carried out.

We will not pay for the rectification of any repairs which are not authorised by Us.

Where Your Vehicle has been repaired by a repairer of Your choice, Our guarantee of workmanship and materials on repairs authorised by Us will be as required by any law or statute and in accordance with the Motor Vehicle Insurance and Repair Industry Code of Conduct.

- c) In respect of each claim or potential claim, You must:
 - (i) not make any admission of guilt or offer of payment without Our written consent; and
 - (ii) allow Us to have the sole conduct of all negotiations and proceedings; and
 - (iii) give Us all reasonable assistance and co-operation in all aspects including recovery from the responsible person; and
 - (iv) notify Us of any other insurance that also provided cover, whether in whole or in part; and
 - (v) notify the Police as soon as possible in respect of theft of or malicious damage to Your Vehicle; and
 - (vi) permit Us to initiate legal proceedings in Your name against any person and sign any documents necessary for that purpose.
- d) In the event that We declare Your Vehicle to be a Total Loss, to assist Us in the settlement of Your claim, You must provide the following documents:
 - (i) a completed claim form; and
 - (ii) the applicable Rental Agreement; and
 - (iii) Your Vehicle registration papers; and
 - (iv) any lease, hire-purchase agreement or any other finance agreement.

4. Excess

- a) You will have to contribute the Excess shown on the Schedule for each and every claim under the Policy. If the driver of Your Vehicle at the time of the Loss or Accident the subject of the claim is less than 25 at the time of the Loss or Accident, You will have to pay the Excess shown in the schedule for drivers under 25; and
- b) additional Excesses may be payable in certain circumstances and these Excesses will be shown on Your Schedule. Please refer to Your Schedule for full details of additional applicable Excesses; and
- c) You will not have to pay an Excess if, in Our opinion:
 - (i) the Loss or Accident was not Your fault or the fault of the driver or passenger or contributed to by the driver or passenger of Your Vehicle; and
 - (ii) You can provide Us with the name and current address of the person responsible for the Loss or Accident, together with the Vehicle registration numbers of the Vehicles involved in the Loss or Accident.

5. Interpretation

- a) Any word or expression which is given a specific meaning in the Policy will have that meaning wherever it may appear in the Policy provided that it commences with a capital letter; and
- b) Words in the singular include reference to the plural and vice versa; and
- c) Headings have been included for ease of reference and the terms and conditions of the Policy are not to be construed or interpreted by reference to such headings.

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6. Entitlement

Any person or entity entitled to cover under the Policy is bound by the terms of the Policy.

7. Transfer of Interest

No interest in the Policy can be transferred without Our written consent.

8. Duty of Care to Mitigate Loss

- a) You must exercise reasonable care and precautions to mitigate any Loss and ensure safety of any Vehicle insured under this Policy; and
- b) You must also maintain Your Vehicles in a safe working and roadworthy condition, conduct safe work practices, and employ competent and suitably qualified staff; and
- c) You must also discharge Your legal obligations imposed by the relevant authorities and government bodies.

9. Other Insurance

You must notify Us in writing if You have already effected, or if You intend in the future to effect, any other insurance that covers Your Vehicle in whole or in part. You must provide Us with the full name and address of Your other insurer or intended insurer, together with the Policy number of the insurance contract if known.

10. Salvage

If Your Vehicle is declared by Us to be a Total Loss and We pay You under Section 1, Your Vehicle will become Our property as salvage. If We agree that You can retain Your Vehicle as salvage, We will deduct the value of the salvage of Your Vehicle from any amount paid in relation to Your claim.



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