


# Private/Business Motor

Product Disclosure Statement and  
Motor Vehicle Insurance Policy



POLICY





## About this booklet

This booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. The PDS contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, Terms and Conditions of the Policy, including the exclusions and obligations attaching to this product. Please read this booklet carefully.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any changes or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to you with the PDS.

## Our agreement with you

The Policy Terms and Conditions and the Policy Schedule form the legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, during the period of insurance shown on your Policy Schedule or any renewal period. Please keep them in a safe place for future reference.

The Policy Schedule contains details of your cover that are personal to you. It may contain information that changes the Term and Conditions of your Policy such as, options that you have selected or special conditions that we have imposed.

The exclusions in the section(s) headed 'When you are not covered' and conditions in the section headed 'General conditions' apply to all types of cover.

The excesses set out in the section headed 'What you must pay if you make a claim – Excess' apply to all claims except where otherwise stated. The amount of any excess that applies to your Policy will be shown on your Policy Schedule.

If you require further information about this product, please contact your financial services providers.

## About QBE Australia

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide industry-leading insurance solutions that are focused on the needs of intermediaries and their clients.

QBE is a household name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

Index	Page
<b>About this booklet</b>	1
About QBE Australia	2
<b>Product Disclosure Statement (PDS)</b>	4
Insurer	4
Covers Available	4
Significant risks	4
Care and maintenance	6
The Cost of this insurance Policy	6
Duty of disclosure – What you must tell us	7
Privacy	8
The General Insurance Code of Practice	9
How to make a claim	9
Dispute resolution	9
Cooling-off information	10
Financial Claims Scheme	10
Providing proof	10
How you can pay your premium	10
Preventing our right of recovery	12
Policy comes to an end following total loss	12
Other party's interests	12
How Goods and Services Tax (GST) affects any payments we make	12
<b>Terms and Conditions</b>	14
Words with special meanings	14
Types of cover for your motor vehicle	16
Section 1: Cover for your vehicle	17
Section 2: Cover for your legal liability	21
Additional benefits	23
Choice of repairer – Applies to all types of cover	30
What you must pay if you make a claim – Excess	30
When you are not covered	32
Optional benefits – Applicable to comprehensive cover only	35
General conditions	38
Claims	39

# PRODUCT DISCLOSURE STATEMENT (PDS) FOR MOTOR VEHICLE POLICY – PRIVATE AND BUSINESS

## Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney NSW 2000.

The address and telephone number of your QBE branch are on your Policy Schedule.

You should keep your Policy Booklet and Policy Schedule together in a safe and convenient place for future reference.

## Covers Available

We offer the following three types of cover:

**Comprehensive Cover** – This covers your vehicle for accidental loss or damage as well as damage to property and other vehicles.

**Third Party Fire and Theft** – This covers your vehicle for fire and theft as well as damage to property and other vehicles.

**Third Party Property Damage** – This covers damage to property and other vehicles.


## Significant risks

Your sum insured or the cover selected may not be adequate.

Your cover may not be adequate if you select Third Party Fire and Theft or Third Party Property Damage as your vehicle is not covered for accidental loss or damage.

If you have selected comprehensive cover and have insured your vehicle for an agreed value, we will at our option replace your vehicle with an equivalent vehicle or pay the agreed value shown on your Policy Schedule. You should review the agreed value of your vehicle at the time of each renewal of your Policy.

Cover on your vehicle includes standard equipment for the particular make and model of your vehicle fitted by the original manufacturer. Some limits apply to other equipment and accessories unless they are specified on your Policy Schedule. You should refer to the section headed 'What you are insured against' under 'Section 1: Cover for your vehicle' for details of these limits. It is important that you ensure all equipment and accessories valued above the policy limits are separately listed on the Policy Schedule with their respective agreed values otherwise the maximum



amount the Insurers will pay for any part or item will be its current market value.

### **Claim may be refused**

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the policy conditions, if you do not comply with your Duty of Disclosure, or if you make a fraudulent claim.

### **Choice of repairer – applies to all types of cover**

You may choose any licensed repairer to repair your vehicle. We may invite, accept, adjust or decline estimates or arrange to move your vehicle to another repairer acceptable to both of us.

### **The Policy does not cover certain things**

Claims may be refused in certain circumstances.

The Policy will not cover any loss, damage or legal liability occurring if your vehicle:

- (a) is being driven by anyone:
  - who does not hold an appropriate driving licence; or
  - who is under the influence of alcohol or drugs; or
  - whose blood alcohol reading exceeds the legal limit; or
  - who following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing analysis as required by the law of any state or territory in which the accident occurred;
- (b) is stolen or is involved in an accident and you incur costs because you cannot use your vehicle – except as may be specifically covered,
- (c) has been modified in a way that materially increases its designed top speed or performance and we were not told this and agreed to it in writing,
- (d) is being used to carry more passengers or carrying or towing a heavier load than it was designed for,
- (e) is used for purposes other than those shown in the Policy Schedule,
- (f) is being driven on a public road while not registered for use on a public road,
- (g) has been legally seized or repossessed,
- (h) is being used when it is in an unsafe or unroadworthy condition and you knew or should have known that it was unsafe or unroadworthy.

The Policy will not cover your vehicle for:

- (a) damage to its tyres caused by the application of brakes, road punctures, cuts or bursting unless caused as a result of an incident covered under the type of cover you have selected or people acting maliciously,
- (b) depreciation, wear, tear, rust or corrosion,
- (c) failure or breakdown of a structural, electrical, mechanical or electronic nature,
- (d) faulty design or workmanship of your vehicle parts,
- (e) mechanical damage caused by escape of oil or coolant unless whilst your vehicle is being driven by a thief,
- (f) loss or damage to your vehicle as a result of using a type of fuel that is not intended for the specific make and model of your vehicle and engine.

## Care and maintenance

If you do not take reasonable care to:

- protect and maintain the vehicle;
- prevent damage to others or their property;
- minimise the cost of any claim under this Policy, or
- comply with all statutory obligations and by-laws or regulations relating to the safety of person or property;

we will not pay for loss, damage, liability or injury to which this failure to take reasonable care contributes.

## The Cost of this insurance Policy

The total premium is the amount we charge you for this insurance Policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your Policy Schedule.

When calculating your premium we take a range of rating factors into account. These factors, and the degree to which they affect your premium, will depend upon the information you provide to us.

Some factors that impact the calculation of your premium include where the vehicle is located, the sum insured and your previous insurance and claims history, driving history and age of driver.

If you have a claim any excess payable by you will be shown on your Policy Schedule.

## Duty of disclosure – What you must tell us

Under the *Insurance Contracts Act 1984* (Cth) (the Act), you have a duty of disclosure. The Act requires that before a Policy is entered into, you must give us certain information we need to decide whether to insure you and anyone else to be insured under the Policy, and on what terms. Your duty of disclosure is different, depending on whether this is a new Policy or not.

### **New business**

Where you are entering into this Policy for the first time (that is, it is new business and is not being renewed, varied, extended or reinstated) you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, in answer to the specific questions we ask.

When answering our questions you must be honest.

- Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else whom 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 the Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never having worked.

### **Renewals, variations, extensions and reinstatements**

Once your Policy is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

- You do not have to tell us about any matter
  - that diminishes the risk
  - that is of common knowledge
  - that we know or should know in the ordinary course of our business as an insurer, or
  - which we indicate we do not want to know.



- If you do not tell us

If you do not comply with your duty of disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

## Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the *Privacy Act 1988* (Cth) (the Privacy Act), when collecting and handling your personal information. QBE has developed a privacy policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your Policy, including any claims you make or claims made against you. We will only use and disclose your personal information for a purpose you would reasonably expect.

We may need to disclose personal information to our reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, our advisers and those involved in the claims handling process (including assessors, investigators and other insurers), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of recovery or litigation. We may disclose personal information to people listed as co-insured on your Policy and to family members or agents authorised by you. Computer systems and support services may be provided to us by related companies within the QBE Group that may be located overseas. We may also disclose information to organisations which conduct customer service surveys on our behalf. We will request your consent to any other purpose.

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge. For further information about our Privacy Policy or to access or correct your personal information, please contact The Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82 Sydney NSW 2001 or email: [compliance.manager@qbe.com](mailto:compliance.manager@qbe.com).



## The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

### How to make a claim

Please contact your financial services provider to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided at the end of this booklet.

### Dispute resolution

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.

We have 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 QBE 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 take your complaint to the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

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

We will provide the contact telephone number and address of the FOS office upon request.

## Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your financial services provider electronically or in writing within 30 days from the date the Policy commenced.

This cooling off right does not apply if you have made or are entitled to make a claim. Even after the cooling off period ends, you still have cancellation rights however your financial services provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

## Financial Claims Scheme

This policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from APRA - [www.apra.gov.au](http://www.apra.gov.au) or 1300 55 88 49.

## Providing proof

So that your claim can be assessed quickly you should keep the following:

- receipts or other confirmation of purchase of your vehicle or any accessories, and
- all service and repair records.


We may ask you for these if you make a claim. You must be able to prove to us that you have suffered a loss that is covered by this Policy before we will pay you for it.

## How you can pay your premium

You can pay your premium:

- in one annual payment by cash, cheque, credit card or EFTPOS, or
- in monthly instalments by direct debit from your credit card or from your account with your financial institution, which can be arranged by your financial services provider.

You should arrange your method of payment through your financial services provider.



### **Overdue premium**

You must pay your premium on time otherwise your Policy may not operate.

### **Paying your annual premium**

You must pay your annual premium by the due date. If we do not receive your premium by this date or your payment is dishonoured this Policy will not operate and there will be no cover.

### **Paying your instalment premium**

If you are paying your premium for the first time by instalments we will deduct instalments each month on the day of the month that you nominate as your payment date.

If you are renewing your Policy and you paid your previous Policy by instalments, we will continue to deduct instalments for your renewed Policy on the day of the month you previously nominated as your payment date, unless you tell us otherwise.

If you have nominated the 29th, 30th or 31st of the month as your payment date, we will deduct your instalment payment on the next day if those dates don't occur in a month.

Details of your instalments are shown on your Policy Schedule.

If your first instalment of premium when you take out your Policy or renew it is dishonoured, this Policy will not operate and there will be no cover.

We will not pay a claim under this Policy if, at the time the claim occurred, any instalment of premium has remained unpaid for 14 days or more.

If any instalment of premium has remained unpaid for one month, we may cancel this Policy. We will send you a notice giving you details of the action we intend to take and when any cancellation will become effective.

We are entitled to deduct from any amount we pay you under a claim any unpaid premium or instalment of premium.

If you are paying your premium in instalments by direct debit from your credit card or financial institution account, you must tell us if those details change. You must do this no later than 7 days before your next instalment is due.

## **Preventing our right of recovery**

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

## **Policy comes to an end following total loss**

If we declare your vehicle a total loss and pay you the market value or agreed value or replace your vehicle, then the Policy will come to an end and you will no longer have any cover. This means you will not be entitled to make any further claim under this Policy and:

- where the premium has been paid in full for the period of insurance there will be no refund of any premium, or
- where the premium is paid by instalments, we are entitled to deduct from any claim paid or payable, the balance of the unpaid premium or instalments of premium.

## **Other party's interests**

You must tell us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if you have told us about them and we have noted them on your Policy Schedule.

## **How Goods and Services Tax (GST) affects any payments we make**


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

When we pay a claim, your GST status will determine the amount we pay.

When you are:

- (a) not registered for GST, the amount we pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST;
- (b) registered for GST, we will pay the sum insured/limit of indemnity or the other limits of insurance and 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 reduce the GST amount we pay for by the amount of any Input Tax Credits (ITC) to which you are or would be entitled if you made a relevant acquisition. In these



circumstances, the input tax credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number (ABN) and Taxable Percentage.

Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured/limit of indemnity or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for ITC) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, ITC, BAS and Acquisition have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999* and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an ITC on your premium as a percentage of the total GST on that premium.

## TERMS AND CONDITIONS

### Words with special meanings

Some key words used in this Policy have a special meaning.

Wherever the following words are used in the Policy, they mean what is set out below:

Word or Expression	Meaning
Period of insurance	the period shown on the Policy Schedule.
Policy Schedule	the schedule of insurance or any endorsement schedule we give you.
We, our or us	QBE Insurance (Australia) Limited, ABN 78 003 191 035.
Your family	any member of your family who lives permanently with you, including your partner.
Your vehicle	the vehicle described in the schedule.
You or your	the person(s), companies or firms named on the Policy Schedule as the 'Insured'.

### Use of the vehicle

We cover your vehicle only when you are using it for the type of use shown on the Policy Schedule. Refer also to the section titled 'When you are not covered'.

#### 1. Private use means

Your vehicle must be registered for 'private use' only in your name and used for the following purposes:

- social, domestic and pleasure purposes
- demonstration for sale
- in connection with servicing, repairing and subsequent testing
- for tuition, as long as it is not for payment
- towing a caravan, trailer or vehicle, as long as it is not for payment
- driving to or from work

- in connection with your occupation or business as long as:
  - it is driven only by you, and
  - the business use does not exceed 20% of the vehicle's usage.

## 2. Executive use means

Your vehicle is registered for 'business use' but is used only for the following purposes:

- social, domestic and pleasure purposes
- demonstration for sale
- in connection with servicing, repairing and subsequent testing
- for tuition, as long as it is not for payment
- driving to or from work
- towing a caravan, trailer or vehicle, as long as it is not for payment.

Executive use does not cover loss or damage if your vehicle is let on hire or is being used by you or someone authorised by you to carry passenger or goods for payment, other than private pooling arrangement.

## 3. Business use means

Your vehicle is registered for 'business use', but is used only for the following purposes:

- in connection with your business or occupation
- social, domestic and pleasure purposes
- demonstration for sale
- in connection with servicing, repairing and subsequent testing
- for tuition, as long as it is not for payment
- towing a caravan, trailer or vehicle, as long as it is not for payment.

Business use does not cover loss or damage if your vehicle is let on hire or is being used by you or someone authorised by you to carry passenger or goods for payment, other than private pooling arrangement.



## Types of cover for your motor vehicle

We offer the following three types of cover. The type of cover you have selected is shown on the Policy Schedule.

### 1. Comprehensive

This cover provides:

- (a) insurance against theft or accidental loss or damage to your vehicle
- (b) additional benefits – as set out in the 'Additional benefits' section
- (c) insurance against legal liability for damage caused by your vehicle to the property of other people - as described in section 2.

The causes or events not covered are described under 'When you are not covered'.

### 2. Third party, fire and theft

This cover provides:

- (a) insurance only against damage to your vehicle caused by fire, explosion, lightning, theft or attempted theft
- (b) additional benefits - as set out in the 'Additional benefits' section
- (c) insurance against legal liability for damage caused by your vehicle to the property of other people - as described in section 2
- (d) insurance against damage to your vehicle but only if the damage is caused solely and directly by another vehicle as described under the uninsured motorist's benefit under 'Additional benefits'.

The causes or events not covered are described under 'When you are not covered'.

### 3. Third party property damage

This cover provides:

- (a) insurance against legal liability for damage caused by your vehicle to the property of other people - as described in section 2
- (b) insurance against damage to your vehicle but only if the damage is caused solely and directly by another vehicle as described under the uninsured motorist's benefit under 'Additional benefits'.

The causes or events not covered are described under 'When you are not covered'.

## Section 1: Cover for your vehicle

### 1.1 What you are insured against

#### The cover on your vehicle

We cover you against loss or damage to your vehicle shown in the Policy Schedule depending on the type of cover you have selected.

#### Cover on your vehicle includes

- (a) standard equipment for the particular make and model of your vehicle fitted by the original manufacturer.
- (b) any specified equipment or accessories shown on the Policy Schedule.
- (c) other fitted accessories, and your vehicle's tools or spare parts in or on your vehicle, up to \$500 in total.
- (d) theft or accidental loss or damage to your vehicle, depending on the type of cover you have selected.

### 1.2 What you are not insured against

We do not cover your vehicle for the following:

- (a) damage to its tyres caused by the application of brakes, road punctures, cuts or bursting, unless caused as a result of an incident covered under the type of cover you have selected or people acting maliciously
- (b) depreciation, wear, tear, rust or corrosion
- (c) failure or breakdown of a structural, electrical, mechanical or electronic nature
- (d) faulty design or workmanship of your vehicle parts. However, we do cover you for loss or damage to your vehicle resulting from faulty design or workmanship if such loss is otherwise covered by this Policy
- (e) mechanical damage caused by escape of oil or coolant unless whilst your vehicle is being driven by a thief
- (f) loss or damage to your vehicle as a result of using a type of fuel that is not intended for the specific make and model of your vehicle and engine.

### 1.3 What we pay for loss or damage

At our option we treat the loss or damage as a:

- (a) partial loss, or
- (b) total loss.

These types of losses are defined below and we settle on the terms described:

**(a) Partial loss**

If we decide to repair your vehicle, we will repair it to a similar condition to that which it was in before the loss or damage occurred.

If it is necessary to repair it to a better condition than it was in before the loss or damage occurred, then we may ask you to contribute the additional amount to repair it to the better condition.

If you have insured any accessories we will either repair them or pay for the cost to replace them as new, less an amount for depreciation, wear and tear.

**Replacement of damaged parts**

If your vehicle is within the Manufacturers Standard New Car Warranty period and covered under the Manufacturers Standard New Car Warranty (not including an extended warranty period) we will only use manufacturers approved parts in repairing your vehicle. In the event that the part is a windscreen or a body glass then Australian Design Rule compliant parts may be used.

If your vehicle is outside the Manufacturers Standard New Car Warranty period, we may use new, recycled or reconditioned parts when repairing vehicles which are no longer covered under the Manufacturers Standard New Car Warranty. Where the use of recycled or reconditioned parts is requested we will only use the parts if they are equal to or exceed the quality of the part being replaced.

**Lifetime repair guarantee**

Repairs are now guaranteed for the life of your vehicle, even if you sell it.

If we authorise repairs to your vehicle, we will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of your vehicle. For entitlement to any repairs under this guarantee you must first allow us to inspect the vehicle and we must agree that repairs are necessary.

**Imported vehicles**

If your vehicle has been imported and any part is not available in Australia, we will only pay for the cost

of parts used in the repair of your vehicle up to the manufacturer's recommended list price in Australia. However if such list is not available, we will only pay for the cost of the parts plus the cost of freighting such parts by sea transport.

If there is a delay in the repair process due to the importation of parts, you are not covered for any loss of use of your vehicle during that time.

#### **(b) Total loss**

A vehicle will be declared a 'total loss', if:

- the cost to repair your vehicle plus the value of any salvage (if applicable) exceeds the agreed value or market value, or
- your vehicle is stolen and not recovered within a reasonable period of time as determined by us.

We will settle the claim on the basis of market value or agreed value depending on the cover shown on the Policy Schedule.

#### **Market value**

If you have insured your vehicle for market value, we will at our option:

- replace your vehicle with an equivalent vehicle or pay you its market value at the time of the total loss, plus
- replace all insured accessories or pay you the cost to replace them as new, less depreciation.

#### **Market value means**

The cash purchase price of a vehicle of the same age, type and condition, in your local area, but excluding costs and charges for registration, stamp duty transfer and any dealer warranty costs.

#### **Agreed value**

If you have insured your vehicle for agreed value, we will at our option replace your vehicle with an equivalent vehicle or pay the agreed value shown on the Policy Schedule.

#### **Agreed value means**

The fixed amount for which your vehicle is insured for each period of insurance regardless of any price change for your vehicle during that period.

The agreed value includes the value of insured accessories and equipment.

### **Replacement with a new vehicle**

We will replace your vehicle with a new vehicle of the same make, model or series so long as it is available in Australia and:

- your vehicle is a total loss, and
- you purchased it new from the manufacturer or their dealer or as a demonstrator vehicle, and
- your vehicle is less than 24 months old from when it was first registered, and
- where your vehicle is financed, your financier has given us written consent.

If a new replacement vehicle is not available, we will replace your vehicle with the nearest equivalent vehicle available, so long as it is available in Australia. If we cannot agree on a replacement vehicle, we will pay you the amount it would cost to buy a new vehicle the same as, or a near equivalent of, the vehicle which needs replacing.

If the excess is applicable it is payable to us before we replace your vehicle.

We also pay the registration, stamp duty and dealer charges for the period registered but not exceeding 12 months on the new vehicle but any refund of registration fees or stamp duty applicable must be refunded to us.

### **Financier**

If your vehicle is the security for any finance arrangement and the name of the financier is noted on the Policy Schedule, then:

- we have the right to make claim payments to the financier, and
- any payment made to the financier will satisfy our obligation to you under this Policy for the amount paid.

### **Salvage**

If we replace your vehicle or pay you the market value or agreed value, your vehicle and its insured equipment becomes our property.

## Section 2: Cover for your legal liability

### 2.1 Property damage

#### Damage to property

We will pay the amount you, or any person you have allowed to drive, use or to be in charge of your vehicle may be held legally liable to pay, for accidental damage to property belonging to other people caused by or arising out of the use of:

- your vehicle or goods falling from your vehicle
- a single trailer or caravan attached to your vehicle.

#### Property under your control

We do not cover the legal liability of you or the driver of your vehicle for damage by your vehicle to any property belonging to you or the driver of your vehicle, or any property in your or the driver's care or custody, except to:

- a residential building that you are renting or is on loan to you, or
- employee's or visitor's vehicles and their contents while contained in a car park provided by you.

#### Substitute vehicle

We cover your legal liability to pay for accidental damage caused by a registered vehicle used by you as a substitute while your vehicle is being serviced, repaired or is not driveable. There is no cover for loss or damage to the substitute vehicle.

We give you this benefit only if:

- the substitute vehicle is not already covered under another insurance policy, and
- the substitute vehicle is not owned by you and you have the owner's permission to drive it.

#### Your employer's or principal's liability

We will pay the amount that your employer, principal or partner may be held legally liable to pay, for accidental damage to property belonging to other people as a result of an incident covered by this Policy while you are using your vehicle on business, as long as it is not a use that is excluded by this Policy as described under 'Use of the vehicle'.

#### Maritime liability

If your vehicle is being transported by sea between Australian ports, we will pay your contribution for your vehicle if 'general average' is declared.

General average is declared when goods or cargo are thrown overboard to safeguard the vessel and the remaining property on the vessel. Those whose property is saved share the expenses or salvage costs incurred by a ship owner in preserving the vessel and cargo.

### **Passenger liability**

We will insure a passenger who is lawfully travelling in or getting in or out of your vehicle or a substitute motor vehicle.

### **What we pay for legal liability for damage to other people's property**

We will pay up to the maximum amount shown on the Policy Schedule, for all claims arising out of any one incident or series of incidents arising out of the one cause or event covered under the heading 'Property damage', in this section.

## **2.2 Injury to other persons**

We will pay the amount which you, or any person driving, using or in charge of your vehicle with your permission may be held legally liable to pay by way of compensation or damages (excluding aggravated, punitive or exemplary damages) for death or bodily injury to persons arising out of the use of your vehicle.

We do not cover legal liability for death or bodily injury to:

- you or any person driving, using or in charge of your vehicle, or
- an employee of yours or who is deemed by any law to be your employee arising out of their employment with you.

We do not pay if:

- (a) your vehicle is not registered
- (b) you or any person using your vehicle:
  - is wholly or partly covered under any compulsory statutory insurance scheme or accident compensation scheme, or
  - would have been entitled to be covered under any such scheme as it existed at the commencement date of the relevant period of insurance, even though there may have been a change in the law during that period of insurance, or
  - would have been entitled to be covered under any such scheme if it were not for the application of any excess or deductible applying under the scheme, or

- would have been entitled to be covered under any such scheme had cover not been refused because you did not:
  - register your vehicle
  - apply for cover under the scheme
  - comply with a term or condition of the scheme.
- (c) If your vehicle is registered in the Northern Territory of Australia.

### **What we pay for legal liability for injury to other persons**

We will pay up to the maximum amount shown in the Policy Schedule, for all claims arising out of any one incident or series of incidents arising out of the one cause or event covered under 'Injury to other persons', in this section.

However, we do not pay more than this amount in total under all policies we have issued to you in relation to loss, damage or liability arising out of any one incident.

### **2.3 Legal expenses**

We will pay your reasonable legal costs and expenses in defending or settling claims if you have our agreement in writing. We pay this in addition to the amount payable under 'Damage to property' and 'Injury to other persons', in this section.

## **Additional benefits**

If you make a claim under this Policy and we agree to pay your claim, we will also give you the following additional benefits depending on the type of cover you have selected:

### **Change of vehicle – Applies to all types of cover**

We will cover any permanent replacement sedan, wagon, panel van or utility, from the time of its purchase for 21 days under the terms of this Policy if you:

- have disposed of the replaced vehicle, and
- bear any additional excess applicable to the replacement vehicle in the event of a claim.

If before you have given us full details as required below, the replacement vehicle is damaged or stolen, the maximum amount payable is the purchase price of the replacement vehicle up to:

- \$150,000 in the case of comprehensive cover, or
- \$10,000 in the case of third party fire and theft cover.

If you give us details of your replacement vehicle within 21 days of its purchase we will insure it for the remainder



of the period of insurance, if it is acceptable to us and you pay us any additional premium we may require.

If your replaced vehicle was due to a total loss claim under this Policy this benefit does not apply.

### **Car sharing agreement – Applies to all types of cover**

We will pay for accidental loss or damage according to the type of cover selected, when your vehicle is being used in a car sharing agreement, including travelling to and from work, as long as any payment by passengers does not involve commercial use for profit.

### **Towing costs – Applies to comprehensive and third party fire & theft covers**

If your vehicle is not driveable following an accident or theft covered under the policy, we will pay for the reasonable costs of:

- towing your vehicle to the repairer nearest to where it was damaged, or
- any other place that we first approve.

### **Cleaning up after an accident – Applies to comprehensive cover only**

We cover your legal liability to pay for the cleaning up of any debris of your vehicle following an accident.

The maximum amount we will pay is \$1,000 for any one accident.

If your vehicle is a ute or van and is registered for business use, the maximum amount payable is increased to \$20,000 for any one accident.

### **Returning your vehicle after stolen – Applies to comprehensive and third party fire & theft covers**

We will pay for the reasonable costs of returning your vehicle to the place where it is normally parked if it is found after having been stolen.

Should the cost of returning the vehicle plus the necessary repairs exceed the relevant agreed value or market value at the time of the theft, we reserve the right to treat the vehicle as a total loss.

### **Locks and keys – Applies to comprehensive cover only**

If your keys are lost, destroyed or damaged, or if there are reasonable grounds to believe the keys may have been illegally duplicated, we will pay the costs of replacing and recoding the locks and/or keys. We will pay up to \$2,000 during any one period of insurance and this benefit is not

subject to loss or damage to the vehicle covered under this Policy.

**Hire car costs following theft – Applies to comprehensive cover only**

If your vehicle is stolen and the theft is covered under this Policy, we will reimburse you for the reasonable cost of hiring a similar vehicle providing you first obtain our approval, but:

- we do not pay for hiring charges incurred after your vehicle is found,
- we do not pay for fuel or other running costs,
- cover is limited to a total period of 14 days or 7 weekends, and
- cover stops once we pay the claim.

You will need to organise and pay for the hire car. We are not responsible for ensuring that a hire car is available. You must also give us a copy of the rental agreement and any receipts for the hire car before we will pay you.

If the cost of the hire car is more than the maximum daily rate shown below, you will have to pay the difference.

We do not pay for:

- additional hiring costs
- running costs, including the costs of fuel
- damage to the hire car
- any insurance, insurance excess or other costs you may be liable for under the hire car rental agreement.

The maximum amount we will pay is \$2,000 for any one event.

**Trailer cover – Applies to comprehensive cover only**

We will pay for theft, or accidental loss or damage to any trailer (other than a caravan) which is owned by you while it is:

- attached to your vehicle, or
- detached from your vehicle but within the domestic land boundaries of your usual home as long as it was not in a common area of home units, flats and the like.

We do not pay for any property in or on the trailer.

The maximum amount we will pay is the market value of the trailer, limited to \$1,000.

### **Personal property – Applies to comprehensive cover only**

If your personal property is lost or damaged in an event covered by this Policy we will pay for the loss or damage of such personal property.

However, we will not pay for more than the actual value of the property, that is, we will only pay the new replacement cost of any item which can be purchased in Australia less an allowance for age, wear, tear and depreciation.

There is no cover under this section:

- if the vehicle is only broken into whilst parked,
- for money, cheques or negotiables,
- for unset gemstones, gold or silver nuggets,
- for any animal, bird or fish,
- for trade tools, stocks or samples,
- for mobile phones or two way radios, or
- for GPS or personal music devices.

In this clause, 'personal property' means private household or personal possessions belonging to you or any member of your family who normally lives with you.

The maximum amount we will pay is \$500 for any one event.

If your vehicle is a ute or van and is registered for business use, the maximum amount payable is increased to \$2,000 for any one event.

### **Travelling & accommodation expenses – Applies to comprehensive cover only**

We will pay for any reasonable travelling and accommodation expenses resulting from a claim for accidental damage, fire or theft to your vehicle which we accept under this Policy, as long as at the time of accident, fire or theft your vehicle was more than 150 kilometres from the address where it is normally parked at night.

We will not pay if you had intended to pay for overnight accommodation in any event.

The maximum amount we will pay is \$1,000 for any one event.

If your vehicle is a ute or van and is registered for business use, the maximum amount payable is increased to \$2,000 for any one event.

### **Child seat or baby capsule – Applies to comprehensive cover only**

We will pay for loss or damage to a child's seat or baby capsule that is stolen from your vehicle or damaged in an accident or fire while in your vehicle.

### **Driver accident compensation benefit – Applies to comprehensive cover only**

We will pay the following scale of benefits to the driver of your vehicle who is injured as a result of an accident while driving your vehicle if:

- the driver was driving your vehicle with your consent,
- the claim has been accepted under this Policy, and
- the driver is not entitled to any benefits under any compulsory statutory insurance scheme or accident compensation scheme, or would have been so entitled if:
  - it were not for the application of any excess or deductible applying under the scheme, or
  - compensation under the scheme had not been refused, because you did not register your vehicle or apply for cover under the scheme.

#### **Table of injury and benefit**

<b>Injury</b>	<b>Benefit</b>
Quadriplegia (total paralysis of both legs and both arms)	\$100,000
Paraplegia (total paralysis of both legs and a part of or the whole of the lower half of the body)	\$75,000
Permanent total disablement	\$50,000
Loss of entire sight in both eyes	\$25,000
Loss of entire sight in one eye	\$10,000
Permanent total loss of use of one limb (at or above the wrist or ankle) if the disability has continued for at least 12 months and in our opinion is beyond the reasonable possibility of improvement	\$10,000

The disability must occur within 90 days of the date of accident for any of the benefits to be given.

We will pay only one of the benefits mentioned above for any one accident.

We will not pay a claim unless the injured person undergoes any medical examinations during any period we may require in order to assess the claim. (We will arrange the examinations and pay the costs.)

### **Funeral expenses – Applies to comprehensive cover only**

As a result of an accident in an insured vehicle covered under the Policy your driver sustains a fatal injury, whether or not death occurs at the time of the loss, we agree to pay for associated burial or cremation costs and include travel costs within Australia for the deceased driver or any member of the immediate family. This benefit will not be reduced by any accident compensation and we will pay up to \$5,000 in total for any one period of insurance.

### **No Claim Discount benefit – Applies to comprehensive cover only**

If your vehicle is insured for comprehensive cover and you do not have a claim, we apply a discount off your next year's renewal premium. This reward is called the 'No Claim Discount'.

The more 'claim free' years that you have, the greater the percentage of discount, until you reach the maximum level of discount after 5 years. Even if you have a claim where your No Claim Discount would be affected, you may not lose all of your No Claim Discount. If you have a claim and you have not accumulated any No Claim Discount we will increase your invited renewal premium.

We also accept the number of claim free years that you may have accumulated with another insurer in calculating your No Claim Discount.

### **Accidents/losses affecting your No Claim Discount**

When calculating your renewal premium we take into account accidents/losses that occur during the period of insurance that affect your No Claim Discount.

### **Faultless No Claim Discount benefit – Applies to comprehensive cover only**

If you have been involved in a collision (and not any other type of accident) with another vehicle we will not penalise your No Claim Discount entitlement when you renew your Policy if:

- you can satisfy us that the collision was totally the fault of the driver of another vehicle, and
- you tell us the registration number of the other vehicle and the full name, licence number and address of the other driver.

We give this benefit only if we are allowed legally to recover the amount of any loss including any applicable excesses from the responsible person.

This benefit does not apply to windscreen or window glass damage only claims.

If you live in a State or Territory where liability is apportioned in the courts, or determined by the Barometer of Responsibility, you will qualify as 'faultless' if you are 20% or less to blame for any accident.

Where the driver of the other vehicle disputes who was at fault, the No Claim Discount will be affected but reinstated to the level it was before the claim, if it can be established to our satisfaction that the other driver was totally at fault.

**Windscreen Claim benefit – Applies to comprehensive cover only**

We will not reduce your No Claim Discount for any broken or damaged windscreen or window glass only claim.

**Uninsured motorist's benefit – Applies only to third party fire & theft or third party property damage cover**

At our option we will either repair your vehicle to its condition immediately prior to the time of loss or pay you the cost of repairs to your vehicle resulting from accidental loss or damage to your vehicle, if you can satisfy us that the accident which gave rise to the claim was totally the fault of the driver of another vehicle and:

- you tell us the registration number of the other vehicle and the name and address of the driver of the other vehicle, and
- at the time of the loss or damage the driver of the other vehicle was not insured for their third party liability, and
- at the time of the loss or damage the other vehicle was not owned or registered in your name or in the name of a person who is a relative of yours or any person with whom you ordinarily live.

The maximum amount we will pay under this benefit for all claims from any one accident or series of accidents arising out of the one cause or event is the lesser of \$5,000 and the market value of your vehicle at the time of the loss or damage.

If we pay you the market value of your vehicle, then your vehicle in its damaged condition will become our property.

### **Sign writing – Applicable only to vehicles registered for business use**

We will cover you for loss or damage to sign writing or fixed advertising signs or material forming a permanent part of your vehicle at the time of the loss or damage.

## **Choice of repairer – Applies to all types of cover**

You may choose any licensed repairer to repair your vehicle. However we may invite, accept, adjust or decline estimates or arrange to move your vehicle to another repairer acceptable to both of us.

## **What you must pay if you make a claim – Excess**

‘Excess’ means the first amount you must contribute to any claim you make under this Policy.

Depending on the age or experience of the driver, and whether you have told us about them and we have noted them on your Policy Schedule, you may have to contribute more than one excess. Each excess is shown on your Policy Schedule and is explained below.

Where more than one vehicle is covered under this Policy and those vehicles are involved in the same incident which gives rise to a claim, you will have to pay the applicable excesses in respect of each vehicle insured under the Policy.

If we accept your claim you must pay the total amount of the applicable excesses either to us or to the repairer. We will tell you to whom they must be paid. However, if your vehicle is a total loss, we may deduct any excess that you must pay before we make any payment under a claim.

### **Standard excess**

You will have to contribute the first amount of every claim. This amount is shown on the Policy Schedule as the standard excess.

### **Age or inexperienced driver excess**

In addition to the standard excess, you will have to contribute an age excess or inexperienced driver’s excess if at the time of any incident giving rise to a claim your vehicle is driven by a person:

- under the age of 25, or
- aged 25 or more but has not held a driver’s licence for 2 or more years.

The amount of the age or inexperienced driver's excess is shown on your Policy Schedule. You will not have to contribute this age or inexperienced driver's excess if the only damage to your vehicle is a broken windscreen, or window glass, or caused by storm or hail damage.

### **Undeclared driver's excess**

In addition to any other excesses which apply, you will have to contribute an undeclared driver's excess if, at the time of an incident which gives rise to a claim, your vehicle was being driven by or in the charge of a person:

- who is a member of your family and they normally live with you, and
- whose name has not been shown as a driver on your Policy Schedule.

#### **You will not have to pay this excess if:**

- the driver of your vehicle is over 25 years of age and has not been convicted of driving under the influence of alcohol or had their licence suspended or cancelled in the 5 years immediately before the accident or loss, or
- you satisfy us that an emergency existed, or
- the use of your vehicle is shown as business on the Policy Schedule, or
- the only damage to your vehicle is a broken windscreen, window glass, hail damage, or loss or damage which occur when the vehicle is parked or unattended.

The amount of the undeclared driver's excess is shown on your Policy Schedule.

### **Learner driver excess**

If at the time of a loss or damage a licensed learner driver is in control of the vehicle the excesses that will apply are those that would have applied to the licensed passenger who is instructing the learner.

### **Off road**

The standard excess plus any other applicable excesses payable under the Policy are doubled if your vehicle is damaged while it is being driven on any beach or off any public road (excluding driveways) on land not belonging to you.

### **Theft**

If your vehicle is stolen you must contribute an excess for theft as shown on the Policy Schedule, which is in addition to any other excesses payable.



### **Security system**

If your vehicle is stolen and the security system was not active at that time, you must contribute an excess of \$200 in addition to any other excesses payable.

## **When you will not have to pay an excess**

You will not have to contribute any excess towards a claim, if:

- (a) you can satisfy us that the claim involves a collision with another vehicle and the collision which gave rise to the claim was totally the fault of the driver of another vehicle, and
- (b) you tell us the registration number of the other vehicle and the full name, licence number and address of the other driver, and
- (c) the amount of your claim exceeds the applicable excesses under the Policy.

We give this benefit only if we are allowed legally to recover the amount of any loss, including any applicable excesses from the responsible person.

If you live in a State or Territory where liability is apportioned in the courts or determined by the Barometer of Responsibility, you will qualify as 'faultless' if you are 20% or less to blame for any incident.

This clause does not apply to windscreen damage and you will have to pay any excess applicable for windscreen only damage.

Where the driver of the other vehicle disputes who was at fault, you must pay any excess which applies but we will refund it if we are successful in establishing that the other driver was at fault.

## **When you are not covered**

### **General exclusions applying to this Policy**

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or

2. Any act(s) of terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

For the purpose of this exclusion, 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 of 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.
3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

## Sanction limitation and exclusion clause

You are not insured under any section of this policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

## Additional exclusions applying to this Policy

**Your policy does not cover any loss or damage, if your vehicle:**

- (a) was not reasonably secured against further damage or theft, following an accident
- (b) was being driven by someone:
  - who does not hold a legal driving licence to drive your vehicle in Australia, or

- who is under the influence of alcohol or drugs, or
- whose blood alcohol reading exceeds the legal limit (unless there is a law that says otherwise), or
- who following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing analysis as required by the law of any State or Territory in which the accident occurred.

However, we do give cover if you have allowed another person to drive your vehicle, but you did not know or could not be reasonably expected to know that they were not so licensed or would be under the influence of alcohol or drugs.

Where permitted by law, we reserve the right to recover the amount we pay from the driver of your vehicle at the time of the loss or damage.

- (c) is stolen or is involved in an accident and you incur costs because you cannot use your vehicle – except as may be covered elsewhere in the policy
- (d) has been modified in a way that materially increases its designed top speed or performance and we were not told this and agreed to it in writing
- (e) is being used to carry more passengers or carrying or towing a heavier load than it was designed for, unless you can prove that this did not contribute to the loss or damage
- (f) or an attached caravan or trailer was being used when you knew or should have known it was un-roadworthy or unsafe, unless you can prove that this did not contribute to the loss or damage
- (g) is being used in a test, trial, experiment or demonstration other than a demonstration for the purpose of selling the vehicle or involved in a defensive driving course
- (h) is being used or tested in preparation for racing, pace making, reliability trial or a speed or hill climb
- (i) is let on hire, used to carry passengers for payment, other than private pooling arrangements, or to carry other people's goods for payment
- (j) is used for purposes other than those shown in the Policy Schedule
- (k) is not registered for use on a public road
- (l) runs on rails or is designed to run in water such as in a lake or sea
- (m) has been legally seized or repossessed
- (n) is outside Australia except when being transported between places in Australia
- (o) is being used when it is an unsafe condition, and you knew or should have known that it was unsafe to use.

**Your policy does not cover any loss damage or liability arising out of:**

- (a) your failure to comply with a condition of this Policy
- (b) a deliberate act by you or anyone acting with your permission except when it is to avoid or reduce damage which would otherwise happen
- (c) any intentional criminal or dishonest act by you or any person acting with your consent
- (d) your admission of liability or fault for damage or injury without our consent, except where such liability would have been incurred even if you had not admitted fault or liability
- (e) the illegal carrying of quantities of inflammable liquids, gases or explosives.

**Optional benefits – Applicable to comprehensive cover only**

If you have chosen comprehensive cover, you can also choose to have cover under any or all of the following optional benefits. You must pay us any additional premium we ask for, and we will confirm your cover by showing the optional benefits you have chosen on your Policy Schedule.

**Hire vehicle costs following an accident**

If your vehicle is damaged in an accident which is covered under this Policy, and we have agreed to pay your claim, we will reimburse you for the costs you incur of hiring a car while your vehicle is being repaired or if deemed a total loss.

We will reimburse you an amount up to the maximum daily rate shown on your Policy Schedule:

- for a maximum of 14 days, or 7 weekends (Saturday and Sunday), or
- until your vehicle is repaired, or
- until we pay your claim

whichever happens first.

The cover will commence on the date your vehicle is taken to the repairer.

You will need to organise and pay for the hire car. We are not responsible for ensuring that a hire car is available. You must also give us a copy of the rental agreement and any receipts for the hire car before we will pay you.

If the cost of the hire car is more than the maximum daily rate shown on your Policy Schedule, you will have to pay the difference.

We do not pay for:

- additional hiring costs
- running costs, including the costs of fuel
- damage to the hire car
- any insurance, insurance excess or other costs you may be liable for under the hire car rental agreement.

We will not cover you under this optional benefit if:

- the only damage to your vehicle is to its windscreens or window glass, or
- your vehicle is stolen, because you may be able to claim under the 'Hire car costs following theft' additional benefit.

### **Windscreen protection**

If the only damage in an accident is a broken or damaged windscreen or window glass the standard excess shown in the Policy Schedule does not apply for any windscreen or window glass claim.

### **Protected No Claim Discount clause**

If you are involved in an accident and you make a claim where your No Claim Discount would normally be affected, then your No Claim Discount entitlement will not be reduced at renewal of your Policy provided you:

- are, at the time of the accident, on maximum No Claim Discount, and
- do not have more than one claim, where this clause is applicable, in any one annual period of insurance.

### **Tools and equipment - Applicable only to utes and vans registered for business use**

Where this clause is shown on the Policy Schedule it is agreed we will cover your tools and equipment of trade for loss or damage caused by:

- (a) fire, lightning, explosion, malicious damage or vandalism whilst secured on or in your vehicle;
- (b) theft following forcible and violent entry which causes visible damage to a locked vehicle;
- (c) theft when securely attached to your vehicle through the use of locks or padlocks, which results in visible damage to the securing devices;

(d) collision or overturning of the conveying vehicle.

The amount of cover provided by this special clause is limited to a total of \$5,000 (up to \$1,000 per item) in any one period of insurance.

At our option, we will pay the lesser of:

- (a) the cost of repair or replacement of the lost or damaged item; or
- (b) the current market value of the lost or damaged item.

If only part of the item is damaged, we will only pay for that part plus the cost of any necessary dismantling and reassembling.

You must pay an excess of \$250 for each claim made under this Section.

## General conditions

### Changing your policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it, and
- we give you a new Policy Schedule detailing the change.

### Other interests

You must not transfer any interests in this Policy without our written consent.

Any person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy.

## Cancelling your Policy

### How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it.
- Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

### How we may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

### The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

## Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally, or
- if it is delivered or posted to your address last known to us.

It is important for you to tell us of any change of address as soon as possible.

## Claims

### Assessment guarantee

We undertake to assess your vehicle within one working day of being notified of an incident resulting in a claim, if your vehicle is at a repairer in the metropolitan area of any major city.

### What you must do after an accident

If an incident happens which may give rise to a claim you must:

- take all reasonable steps to secure your vehicle to prevent further loss, damage or liability
- notify the police immediately if your vehicle or any of your property is stolen or maliciously or intentionally damaged
- tell us or your financial services provider as soon as possible. We will provide you with a claim form and advice on what to do
- supply us with all information we require to settle or defend the claim
- notify us of any other insurance covering the same loss, damage or liability
- give us all reasonable help and information that we request, which may include attending court to give evidence. You must do this even if we have paid your claim because we may try to recover our payment to you from the responsible person or we may want to defend a claim made against you
- co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person
- send to us immediately any letter or communication from other parties
- tell us immediately of any notice of impending prosecution or details of any inquest or official inquiry.

In an emergency outside normal business hours you may ring our emergency service on 1800 023 387 for assistance.

If in doubt at any time, ring us or your financial services provider.



### **What you must not do after an accident**

In the event of an incident that may give rise to a claim, you must not:

- admit liability if an accident occurs which is likely to result in someone claiming against you
- make an offer, settlement, promise or payment
- incur any costs or expenses without our written consent, in respect of any right or claim which may be the subject of a claim by you against us under this Policy
- authorise repairs to your vehicle without our prior consent. However you may authorise:
  - the fitting of an identical replacement windscreen or window glass
  - repairs up to \$500 (over and above any applicable excesses) if you are more than 150 kilometres from the normal nightly parked address and they are necessary to enable you to continue your journey. If your vehicle is a ute or van and is registered for business use, the maximum amount payable is increased to \$2,000.

### **What we do**

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

### **What can affect a claim**

We will reduce the amount of a claim by the excess shown in the Policy Terms and Conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of your duty of disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.



QM150

This Policy is underwritten by QBE Insurance (Australia) Limited  
ABN 78 003 191 035 of 82 Pitt Street, Sydney.