



Allianz Commercial Motor and Motor Fleet Insurance

Product Disclosure Statement and Policy Document.

Allianz 

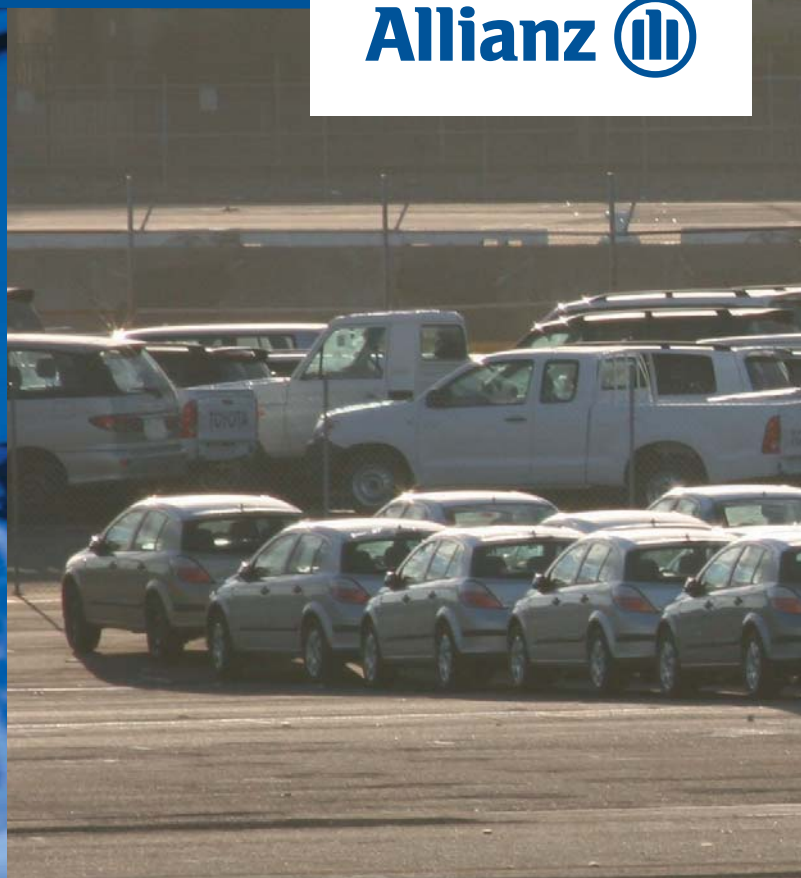


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Introduction

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

About Allianz

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

Your choice of cover

You can select the following covers:

- Loss of or Damage to Your Vehicle (Section A); and /or
 - Third Party Property Damage Cover (Section B); or
 - Third Party Property Fire and Theft (Section C).
- In addition, You may also select either:
- Automatic Additions and Deletions cover; or
 - Change of Vehicle cover.

Automatic Additions and Deletions Cover

If Your Schedule shows You have automatic additions and deletions cover, We will include in Your cover any replacement or additional registered Vehicles acquired by You during the Period of Insurance provided that:

- Such Vehicles are of a substantially similar type to the Vehicles insured by You at the commencement of the Period of Insurance or are otherwise approved by Us in writing;
 - Your cover will not exceed the limit of cover for automatic additions and deletions cover set out in Your Schedule or otherwise notified by Us in writing; and
 - You pay Us any additional premium We require.
- At the end of the Period of Insurance You must declare all Vehicles in Your possession and the additional premium charged will be based on 50% of the agreed annual premium per Vehicle, calculated on the difference between the number of Vehicles at the inception of the Period of Insurance and the number of Vehicles at the end of the Period of Insurance.

Change of Vehicle

If Your Schedule shows You do not have automatic additions and deletions cover, We will cover additional or replacement Vehicles of a similar nature You acquire during the Period of Insurance provided You:

- Advise Us within 14 days of the date You acquire the Vehicles;
- We agree to cover them; and
- You pay Us the additional premium by the time We tell You.

How to arrange cover

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

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

Understanding the Policy

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

The General Definitions section sets out what We mean by certain terms. The Cover Sections A, B and C set out the Covers We can provide and the specific terms and conditions applicable to it.

The General Exclusions set out general exclusions that apply to all of the covers provided in the above sections. The General Conditions and Making a Claim sections set out certain rights and obligations You and We have for all covers and things You need to do in relation to a claim.

If You do not meet Your obligations under this insurance We may be able to reduce or refuse to pay a claim.

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

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

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

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

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

We only cover those parties shown in Your Schedule unless otherwise stated in the Policy as being persons entitled to

cover. You need to decide if the limits, type and level of cover are appropriate for You and will cover Your potential loss. If they are not, You may be underinsured and have to bear any loss You are not covered for yourself.

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

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

Cooling off and cancellation rights

- a. You may cancel the Policy at any time by giving written notice to Us.
- b. We have the right to cancel the Policy in certain circumstances.
These include:
 - if You failed to comply with Your duty of disclosure, or
 - where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy, or
 - where You have failed to comply with a provision of the Policy, including a term relating to payment of premium, or
 - where You have made a fraudulent claim under the Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You, or
 - where We agree to accept payment of premium by periodic instalment and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable, and We may do so by giving You three days notice in writing of the date from which the Policy will be cancelled. The notification may be delivered personally or posted to You at the address last notified to Us.
- c. If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover.
- d. In the event that You have made a claim under the Policy and We have agreed to pay the full Sum Insured for Your property no return of premium will be made for any unused portion of the premium.

Our Product Disclosure Statement for Retail Clients

The Corporations Act 2001(Cth) requires that a “retail client” must receive a “Product Disclosure Statement” (PDS) which contains certain information that is designed to assist retail clients in deciding whether to buy the relevant cover.

Only an individual or small business (i.e. one that employs less than 100 persons if a manufacturing business or less than 20 for any other) can be a retail client.

This Policy Document only acts as Our PDS for that part of the Policy provided to the above persons which covers a “retail type motor vehicle” in respect of loss of, or damage to, the vehicle and liability for loss of, or damage to, property caused by or resulting from impact of the vehicle with some other thing (Retail Cover).

A “retail type motor vehicle” is one that is designed to travel by road, and use volatile spirit, steam, gas, oil, electricity or

any other non-human power as its principal means of propulsion; and carry passengers. It includes a motor cycle. It does not include an omnibus, a tram, or a motor vehicle, the carrying capacity of which exceeds 2 tonnes (See Section 761G(5) of the Corporations Act and Regulation 7.1.11 for full details).

Ask Us or Your agent if You have any doubts.

Information in the PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling Us on the contact details provided on the back cover of this Policy Document. If the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this insurance, We will provide You with a new PDS or a supplementary PDS.

PDS Preparation Date: 15/11/2006.

Your Duty of Disclosure

Before You enter into an insurance contract with Us, the Insurance Contracts Act 1984 requires You to provide Us with the information We need to enable Us to decide whether and on what terms Your proposal for insurance is acceptable and to calculate how much premium is required for Your insurance.

The Act imposes a different duty the first time You enter into the Policy with Us to that which applies when You renew, vary, extend, reinstate or replace the Policy. We set these two duties out below.

Your Duty of Disclosure when You enter into the Policy with Us for the first time

You will be asked various questions when You first apply for the Policy. When You answer these questions, You must:

- give Us honest and complete answers,
- tell Us everything that You know, and
- tell Us everything that a reasonable person in the circumstances could be expected to tell Us.

Your Duty of Disclosure when You renew, vary, extend, reinstate or replace the Policy

When You renew, vary, extend, reinstate or replace the Policy, Your duty is to tell Us before the renewal, variation, extension, reinstatement or replacement is made, every matter known to You which:

- You know, or
- a reasonable person in the circumstances could be expected to know,
- is relevant to Our decision whether to insure You and whether any special conditions need to apply to the Policy.

What You do not need to tell Us for either duty

You do not need to tell Us about any matter:

- that diminishes Our risk,
- that is of common knowledge,
- that We know or should know as an insurer, or
- that We tell You We do not need to know.

Who do the two duties above apply to?

Everyone who is insured under the Policy must comply with the relevant duty.

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

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

Privacy Act 1988 – Information

The Privacy Act 1988 contains National Privacy Principles which require Us to tell You that as an insurer We collect, handle, store and disclose Your personal and sensitive information in order to:

- decide whether to issue a Policy,
- determine the terms and conditions of the Policy,
- compile data, and
- handle claims.

Sensitive information includes, amongst other things, information about an individual's health, membership of professional associations and criminal records. You have given Us Your consent to collect Your personal and sensitive information in order to issue You with the Policy.

We disclose personal information to third parties who We believe are necessary to assist Us and them in providing the relevant services and products. For example, in handling claims, We may have to disclose Your personal and other information to third parties such as other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents or other parties as required by law.

We limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it. You have the right to seek access to Your personal and sensitive information and to correct it at any time. Allianz Australia aims to ensure that Your personal information is accurate, up-to-date and complete. Please contact Us on 13 2664 EST 8am-6pm, Monday-Friday if You would like to seek access to, or revise Your personal information or feel that the information We currently have on record is incorrect or incomplete or believe that the privacy of Your personal information at Allianz Australia has been interfered with. In these cases You are entitled to raise Your concerns. Your complaint will be managed and resolved through Our internal Privacy Complaint Procedure. Should You wish to obtain more information about Allianz's privacy policies, please contact Us and ask for a copy of Our booklet called "**General Insurance Information Privacy Code**".

From time to time We may advise or offer You information on other Allianz products or services that may be relevant and of interest to You. If You do not wish to receive these offers or information please call the Allianz Direct Marketing Privacy Service Line on 13 2664 EST 8am-6pm, Monday-Friday or indicate Your decision in the appropriate area of the Privacy section of Our website at www.allianz.com.au.

General Insurance Code of Practice – providing You with even better service

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. We keenly support the standards set out in the Code. You can

obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of the Policy.

Dispute resolution process – helping You solve any problems

Complaints or disputes are not an everyday occurrence at Allianz. We strive to do things the right way and keep Our customers happy.

Sometimes though, complaints or disputes do occur and when this happens, Our objective is to resolve any disagreement as amicably and as quickly as possible. We believe the best way to achieve this is to provide You with an opportunity for an unbiased review of the issue.

Here's what to do if a complaint or dispute arises

Regardless of whether the complaint or dispute involves Our staff, an agent, loss adjuster, assessor, investigator or the service We provide, simply contact 13 2664; speak to one of Our call centre operators and provide them with the details of the issue concerning You. They will attempt to resolve the complaint or dispute, if they are unable to do so they will log it and refer it to the appropriate business unit for resolution.

Within Our organisation We have established a complaints and disputes resolution process. This is a free service. It is a system designed to log, track, escalate and monitor complaints received from clients and customers about Our services and products. A staff member involved in the complaints and disputes resolution process will write to You within 15 working days advising the outcome of the review and reasons for their decision. We do not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to You and You have accepted the resolution or solution.

If You are not satisfied with the outcome of this process

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

The scheme will only review complaints or disputes if they have gone through Our internal complaints and disputes resolution process.

General Definitions

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

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

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

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

"Family" means:

- Your spouse or de facto spouse, and
- Your children or the children of Your spouse or de facto spouse, who ordinarily live with You. A "de facto

spouse” means a person whether of the same sex or not, who ordinarily lives with You in a genuine personal and domestic relationship similar to the relationship of husband and wife.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section A – Loss of or Damage to Your Vehicle

1. Loss of or Damage Cover

If during the Period of Insurance Your Vehicle:

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

We will, at Our option:

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

2. Additional benefits applicable to this section

The following covers are:

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

Accommodation and travelling expenses

If Your Vehicle is on a journey and:

- is damaged in an accident and unable to be driven; or
- is lost through theft and not found within a reasonable time, We will pay the reasonable cost for essential temporary accommodation or travelling expenses incurred by You to complete the journey or return to the point of departure, up to a maximum of \$500 for any one event.

Additional accessories

We will pay for claims for loss of or damage to any equipment and apparatus of the Vehicle as maintained by You, including radio receivers, tape recorders, compact disc players, telephones or navigation equipment built into Your Vehicle (but excluding mobile phones) up to a maximum of \$1500 any one event.

Gates, ropes, chains and tarpaulins

We will pay for claims for theft of any gates, ropes, chains or tarpaulins which are accessories to Your Vehicle when they are lost as a result of theft of Your entire Vehicle up to maximum of \$1500 any one event.

Death of your driver

We will pay for funeral expenses following the death of the driver of Your Vehicle caused as a direct result of the accident up to a maximum of \$3,000 any one event less any amount payable by any accident compensation authority or medical fund.

Modification to vehicle

We will pay for costs incurred to modify Your Vehicle if its driver is permanently disabled as a direct result of injuries

received in the accident up to a maximum of \$3,000 each event less any amount payable by any accident compensation authority or medical fund.

Emergency car hire

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

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

Emergency repairs

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

The maximum We will pay in respect of any one accident is \$500.

Employees vehicles

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

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

Hire costs following fire and theft

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

- up to \$75 per day but no more than a maximum of \$2,000 each Vehicle in the Period of Insurance or until recovery of the Vehicle whichever is the earlier, and
- provided the theft or fire has been reported to Us and to the police.

Finance payout – total loss

Where Your Vehicle is subject to any secured commercial finance and suffers a Total Loss, We will cover You or the finance provider for the difference between the residual value under the contract and the Market Value of the Vehicle to a maximum of \$10,000 less any payments and interest in arrears at the time of loss, and less any discount in respect of finance charges and/or interest for the unexpired term of the secured commercial finance agreement. However, We will not pay if We are not required to do so by the finance provider.

Marine average

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

Personal property

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

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

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

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

Re-keying and re-coding

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

The maximum amount We will pay is:

- The amount by which the cost to re-key and /or re-code Your Vehicle exceeds the basic excess payable for the claim, up to a maximum amount of \$1000 per vehicle, or maximum of \$10,000 per event.

This benefit will only apply if:

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

Removal of debris

We will pay You for reasonable costs necessarily incurred for the clean up and removal of Your Vehicle debris up to a maximum of \$5,000 unless such other amount is specified in the Schedule.

Replacement vehicle

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

Sign writing

We will pay for any loss of or damage to sign writing and artwork of Your Vehicle where reinstatement is required up to a maximum of \$2,000 each event unless such other amount is specified in the Schedule.

Towing

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

Vehicle return

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

Vehicle being transported

We will pay for loss or Damage where Your Vehicle is being transported by road, rail, sea or air between any places in

Australia and New Zealand. This cover will not apply where more than one Vehicle is being transported in any one conveyance.

Specific options available under Section A

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

Removal of basic excess for windscreen claims

When Your Schedule shows that the removal of basic excess for windscreen claims option applies, if the windscreen or window glass in Your Vehicle is accidentally broken We will not apply an excess to Your claim.

This option only applies:

- if the fracture extends through the entire thickness of the glass or, in the case of laminated windscreens, a fracture extends through all layers of the windscreen;
- to one claim in any one Period of Insurance;
- if the broken windscreen or window glass is the only damage to Your Vehicle; and;
- If Your Vehicle is a sedan, station wagon, utility or goods carrying vehicle under 2 –tonne gross vehicle mass.

Hire costs following an accident

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

- Up to 42 days rental of a sedan, station wagon or utility where We arrange the rental; or
- Up to 21 days but no more than a maximum of \$75 per day or maximum of \$2,000 each Vehicle per claim where We are unable to arrange such rental.

3. Specific exclusions applicable to this section

Under Section A We will not pay for:

Loss of use

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

Wear and tear and breakdown

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

Tyres

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

Old damage

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

Intentional damage

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

Safeguard of vehicle

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

Section B – Third Party Property Damage

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

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

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

- Your Vehicle; and / or
 - caravan or trailer towed by Your Vehicle.
- We will also cover in accordance with this Section B1:
- any person who is driving, using or in charge of Your Vehicle with Your permission;
 - a passenger travelling in Your Vehicle or who is getting into or out of Your Vehicle;
 - Your employer, principal or partner arising from Your use of Your Vehicle.

We will at Our option pay:

- an amount sufficient to cover such liability; and
- legal costs incurred in relation to the claim with Our written consent, but no more than the maximum amount shown in Your Schedule for all claims arising out of any one event for this third party property damage cover.

We will not cover legal liability:

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

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

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

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

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

We will not pay:

- if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
 - statutory or compulsory insurance Policy or any

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

3. Additional benefits applicable to this section

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

Falling goods

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

Loading and unloading

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

Uninsured motorists

We will cover You for up to \$5000 less any applicable excesses for damage to Your Vehicle caused in an accident with another vehicle during the Period of Insurance if:

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

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

Substitute vehicle

You under Section B1 above for accidental damage to someone else's property caused by Your driving another

vehicle not belonging to You (with the consent of the owner) whilst Your Vehicle cannot be used because it is undergoing repair or services. But We will not pay if the Vehicle is subject to a self drive hire agreement, or for damage to the Vehicle You are driving.

4. Specific exclusions applicable to this section

The following exclusions apply to Section B:

Unregistered vehicles

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

Tool of trade

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

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

Trailers

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

Personal property/property in Your Custody

We will not pay for damage to property belonging to or in the custody of You or any person entitled to cover under Section B.

Fines, penalties, punitive damages

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

Radioactive materials

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

Dangerous goods

We will not pay if Your Vehicle is being used for or is attached to or is towing a Vehicle, mobile machine and/or trailer, for the commercial transport of petroleum products, toxic chemicals, corrosive acids, inflammable liquids, gases, explosives, inflammable substances having a closed cup flash point below 22.7 Degrees Celsius or any other substances which form explosive mixtures with organic or other readily oxidisable materials, unless the method of transportation complies with all relevant code, regulatory or legislative requirements (including the Australian Dangerous Goods Code), in which case We will pay no more than \$250,000 each event inclusive of any costs incurred for the clean up as a result of an insured event.

Vehicle used on rails

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

Hooks and hoists

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

Section C – Third Party Property Damage – Fire & Theft

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

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

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

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

We will also cover in accordance with this Section C1:

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

We will at Our option pay:

- an amount sufficient to cover such liability; and
- legal costs incurred in relation to the claim with Our written consent, but no more than the maximum amount shown in Your Schedule for all claims arising out of any one event for this third party property damage fire and theft cover.

We will not cover legal liability:

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

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

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

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

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

We will not pay:

- a. if the event or series of related events that gives rise to the legal liability or any part of it is covered or

indemnified in any way by any:

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

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

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

At Our option We will:

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

4. Additional benefits applicable to this section

The following covers are:

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

Towing

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

Accommodation and travelling expenses

If Your Vehicle is on a journey and:

- is damaged following fire or theft and unable to be driven; or
- is lost through theft and not found within a reasonable time, We will pay the reasonable cost for essential temporary accommodation or travelling expenses incurred by You to complete the journey or return to the point of departure, up to a maximum of \$500 for any one event.

Hire costs following fire and theft

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

- up to \$75 per day but no more than a maximum of \$2,000 each Vehicle in the Period of Insurance or until recovery of the Vehicle whichever is the earlier, and
- provided the theft or fire has been reported to Us and to the police.

Removal of debris

We will pay You for reasonable costs necessarily incurred for the clean up and removal of Your Vehicle debris up to a maximum of \$5,000 unless such other amount is specified in the Schedule.

Replacement vehicle

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

Sign writing

We will pay for any loss of or damage to sign writing and artwork of Your Vehicle where reinstatement is required up to a maximum of \$2,000 each event unless such other amount is specified in the Schedule.

Vehicle return

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

5. Specific exclusions applicable to this section

The following exclusions apply to Section C.

Unregistered vehicles

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

Tool of trade

We will not pay for liability for damage to underground services, pipes, cables or the like caused by or arising out of the use of Your Vehicle, or liability in respect of damage to

any land or fixed property arising howsoever from vibration or from the removal or weakening of or interference with support to land, buildings or any other property, arising out of the use of Your Vehicle.

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

Trailers

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

Personal property/property in your custody

We will not pay for damage to property belonging to or in the custody of You or any person entitled to cover under this Section C.

Fines, penalties, punitive damages

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

Radioactive materials

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

Dangerous goods

We will not pay if Your Vehicle is being used for or is attached to or is towing a Vehicle, mobile machine and/or trailer, for the commercial transport of petroleum products, toxic chemicals, corrosive acids, inflammable liquids, gases, explosives, inflammable substances having a closed cup flash point below 22.7 Degrees Celsius or any other substances which form explosive mixtures with organic or other readily oxidisable materials, unless the method of transportation complies with all relevant code, regulatory or legislative requirements (including the Australian Dangerous Goods Code), in which case We will pay no more than \$250,000 each event inclusive of any costs incurred for the cleanup as a result of an insured event.

Vehicle used on rails

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

Hooks and hoists

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

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

The following exclusions apply to the whole Policy.

We will not pay if:

Driving under the influence of drugs/alcohol

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

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

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

Submitting to test

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

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

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

Unlicensed drivers

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

Overloaded vehicle

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

Unroadworthy condition

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

Approved fuel systems

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

Tests

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

Motor sports events

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

Experiments

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

Hire or reward

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

Hire for your vehicle

Your Vehicle is being used or let for hire.

Stock in trade

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

Seizure of vehicle

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

Illegal purpose

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

War

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

Nuclear waste/material

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

Geographical limitation

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

Asbestos

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

Terrorism

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

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

- involves violence against one or more persons ; or
- involves Damage to property; or
- endangers life other than that of the person committing the action; or

- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.

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

General Conditions applicable to all sections of the Policy

1. Breach of conditions

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

2. Cross liability

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

3. Joint insured

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

4. Acquired companies

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

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

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

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

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

When We receive this information, We may:

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

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

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

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

For Your assistance We have provided a full explanation of Your duty of disclosure and the consequences of non-

disclosure under the heading “Your Duty of Disclosure” on page 3.

6. Keeping evidence of the value of the insured property

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

7. Premium payment by direct debit

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

8. Prevention of loss or damage

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

9. GST Notice

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

Sums insured

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

Claim settlements – Where We agree to pay

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

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

Disclosure – Input tax credit entitlement

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

Making a claim

What You must do

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

1. Do not admit liability

You must not:

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

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

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

2. Prevent further damage

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

3. Contact the police

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

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

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

4. Contact Us as soon as possible

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

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

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

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

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

What happens after You make a claim

1. Excess

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

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

These are:

a. Basic excess

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

b. Age excess

If You make a claim for an accident when Your Vehicle was being driven by or was in the charge of a driver under the age of 25 years, You must pay the age excess shown in Your Schedule in addition to the basic excess.

c. Inexperienced driver excess

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

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

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

d. Faultless excess

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

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

e. Tipping excess

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

2. Deciding who is at fault

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

3. Choice of repairer

We respect Your right to choose the repairer of Your choice or We can recommend an approved Allianz network repairer. We will work with the agreed repairer to achieve the best repair outcome for You.

4. Authorising repairs

- a. Where You have loss of or damage cover You may only authorise emergency repairs as detailed on page 6 under “Emergency repairs”. You cannot authorise further repairs to Your Vehicle without Our prior consent.
- b. Before We make a decision regarding Your claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor vehicle assessor will be appointed by Us. We or Our assessor will make the necessary arrangements with You.

5. Parts, extras and accessories

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

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

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

6. Sublet repairs

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

7. Guarantee and warranty

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

8. Assist us with your claim

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

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

9. Our rights of recovery

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

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

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

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

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

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

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

12. No return of premium after a Total Loss

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

13. GST

We will adjust Your claims payment in accordance with the GST provision noted under “General conditions applicable to all sections of the Policy”, “GST Notice” on page 13.

Other information

Renewal procedure

Before the Policy expires We will normally offer renewal by sending a renewal invitation advising the amount payable to renew the Policy. It is important that You check the information shown before renewing each year to satisfy Yourself that the details are correct.

If this insurance has been issued through an insurance intermediary

If the Policy has been issued through Our agent, or a broker who is acting under a binder arrangement with Us, then they are acting as Our agent and not as Your agent.

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

Where the Policy has been arranged through an intermediary a commission is payable by Us to them for arranging the insurance.

Phoning for assistance

If You need to clarify any of the information contained in the Policy Document or You have any other queries regarding the Policy, please use the contact details on the back cover.

Hints for Vehicle security and safe driving

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

For all enquiries please call your insurance intermediary

allianz.com.au

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