



## POLICY RENEWAL CERTIFICATE

**Policy No: 15-A383410-MVA**

This policy schedule indicates the cover you have selected for the period shown. It forms part of, and must always be read in conjunction with the policy wording supplied. Please check the policy details as set out below and let us know if any change is necessary.

**The Insured:** All Managers, Officer or Executive who may from time to time be eligible under ANZ Bank rules and/or guidelines to participate in the ANZ Supplementary Motor Vehicle Insurance Scheme including Fleet Partners Pty Ltd in respect of Novated vehicles.

**Description of Business:** Principally Bank and any other activity incidental thereto

**Policy Class:** Motor Vehicle Insurance – Private/Business Motor Wording (QM150)

**Period of Insurance:** From: 4.00pm 31<sup>st</sup> December 2006 to 4.00pm 31<sup>st</sup> December 2007

**Type of Cover:** Comprehensive

**Basis of Cover:** Section 1 (Loss, Damage or Theft of Vehicle) – Market Value or Sum Insured as stated on the schedule of vehicles.

Section 2 (Third Party Liability) – Limit of Indemnity \$20,000,000

**Interest Insured:** Schedule of "Motor Vehicles" as defined under the Standard QBE Private/Business Motor Vehicle Wording.

Schedule of Motor Vehicles – as advised by ANZ Bank

**Excesses:**

<b>Standard Excess:</b>	
Basic excess – existing only	\$NIL
NSW & Vic	\$300
All other states	\$250
Novated leases	\$300
High Performance, gray imports & vehicles greater than \$60,000	\$500
each and every vehicle, each and every loss	

Plus age and Inexperienced vehicle, each and every driver excess where applicable:

Under 21y/o	\$800
21 to 24y/o	\$600
Inexperienced	\$600
Nil excess for window glass only claims	



**Additional Benefits:** **Hire costs following theft (page 30)** - limit is increased to 28 days @ \$75 per day with a maximum of \$2,000

**No Claim Discount benefit (page 33)** Clause is deleted

**Additional Benefits:**

**Hire cost following claim under Section 1 (page 40)** (other than theft claims) applicable to Comprehensive cover only.

We will cover you up to a maximum of \$2,000 for the reasonable costs of hiring a similar vehicle provided:-

- (a) we do not pay for hiring charges incurred after the date of recovery of your vehicle if it can be driven,
- (b) cover is limited to 14 days @ \$75.00 per day, and
- (c) cover stops once we pay a claim or the vehicle is repaired.

Three day (Monday to Friday) excess applies to this benefit.

**Personal property (page 31)** - if your vehicle is subject to a claim under section 1 of this policy we will cover the loss of or damage to wearing apparel and personal property belonging to your employee whilst contained in your vehicle provided:-

- (a) money, securities, jewellery and furs are excluded from this cover; and
- (b) the maximum amount we will pay is limited to \$1000 arising from any one incident

**Lease, hire purchase or financial agreement payout – Applies to Comprehensive cover only**

Where:

- your vehicle is declared a total loss, and
- your vehicle is subject to a lease, hire purchase or any financial agreement through a financial institution directly relating to the vehicle purchase, and
- the payout amount exceeds the market value amount,

we will pay:

- the financial agreement payout amount

provided

- this amount and the total loss amount do not exceed the financial payout figure
- that any payment over the agreed total loss amount does not include any amounts in arrears at the time of the loss that any additional payment over and above the agreed total loss amount
- will include any discounts applicable for full payment of the financial contract



**Rental agreement clause - Policy is extended to include**

Policy is extended to include hire vehicles used in Australia to \$50,000 or Market Value whichever the lesser.

**Re-keying and Recoding - Policy is extended to include**

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 vehicles 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 standard excess payable for the claim, up to a maximum amount of \$2,000 for any one claim.

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 family member, invitee or person who resides with you, and
- You are not entitled to cover under any other policy.

Cover under this benefit does not entitle you to a claim for a rental vehicle or any other Additional benefit.

**Automatic additions & deletions - Policy is extended to include**

We will provide automatic indemnity for any vehicle of a like kind or of a similar nature which you acquire during the current period of insurance and in which you acquire an insurable interest from the time such insurable interest is acquired, provided the maximum amount of cover is limited to \$100,000.

**Total Loss benefit – Policy is extended to include**

If a vehicle covered under this policy is declared a Total Loss and is replaced by another vehicle that falls within the same Policy rating category there will not be any additional premium required to be paid to next expiry date of this policy.

**Total Loss Agreed Settlement Value - applicable to Comprehensive cover only.**

Where:

- Your vehicle is a sedan, station wagon, panel van, utility or 4WD with a GVM of 3,500 or less, and
- Your vehicle is declared a total loss, and
- Your vehicle is not subject to a lease, hire purchase or any financial agreement through a financial institution directly related to financing of the vehicle purchase, and
- Your vehicle is in excess of 12 Months of age and less than 10 Years of age from the date of original registration as a new vehicle



We will pay:

- The agreed total loss amount, plus
- An amount being the lesser of \$5,000 or 20% of the total loss amount.

**New vehicle replacement – Applies to Comprehensive cover only**

Where your vehicle is a sedan, station wagon, panel van, or utility, 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, 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.

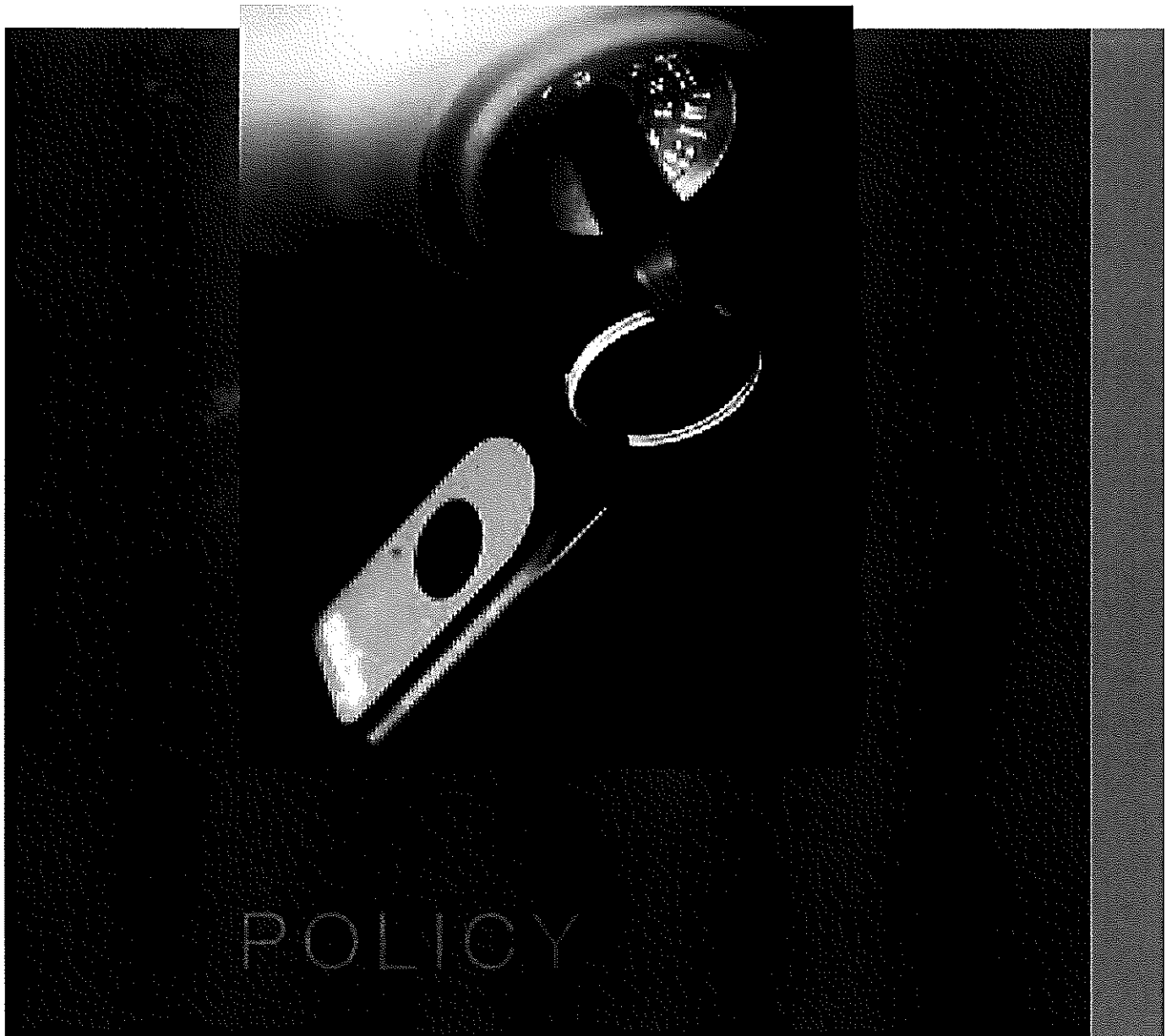
If an excess is applicable it is payable to us before we replace your vehicle.

**Special Clauses:**      **Off Road excess (page 41) – Deleted from policy**

QBE COMMERCIAL

# Private/Business Motor

Product Disclosure Statement and  
Motor Vehicle Insurance Policy



QM150

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





## **About this booklet**

**This booklet contains 2 separate sections:  
Part A and Part B.**

### **Part A – Product Disclosure Statement (PDS)**

Part A of this booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. It gives a summary of the significant benefits and risks associated with this product (you should refer to Part B – Terms and Conditions for full details).

The PDS also contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, terms, conditions and obligations attaching to this product. Please read Parts A and B of this booklet carefully.

### **Part B – Policy Terms and Conditions**

Part B of this booklet contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy. It is Part B which forms part of your legal contract with us.

If we issue you with an insurance policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Policy Schedule we send to you form your legal contract with us so please keep them in a safe place for future reference.

If you require further information about this product, please contact your Financial Services Provider.

## About QBE Commercial

QBE Commercial is part of QBE Insurance (Australia) Limited, a member of the QBE Group.

QBE Commercial manages over \$1.5 billion in Total Gross Written Premium and distributes its products through professional general insurance intermediaries. QBE Commercial has built up a strong reputation in the intermediary market and will continue to grow within the QBE Group.

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

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## PART A – 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.

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 major omissions, updates 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.

### Significant benefits and features

We believe the most significant benefits of this insurance Policy are that it protects:

If you take comprehensive cover:

- (a) your financial investment in your motor vehicle if it is stolen, or lost or damaged due to an incident which is covered by the comprehensive cover section of this Policy
- (b) you for your legal liability to Third Parties in the event of an incident which is covered by the liability cover section of this Policy.

If you take Third Party Fire and Theft cover:

- (a) your financial investment in your motor vehicle if it is stolen, or lost or damaged due to fire, explosion or lightning
- (b) you for your legal liability to Third Parties in the event of an incident which is covered by the liability cover section of this Policy
- (c) your financial investment in your vehicle but only if the damage is caused solely and directly by another vehicle as described under the 'Uninsured Motorists Benefit' section in the Policy Terms and Conditions.

If you take Third Party Property Damage cover:

- (a) you for your legal liability to Third Parties in the event of an incident which is covered by the liability cover section of this Policy
- (b) your financial investment in your vehicle but only if the damage is caused solely and directly by another vehicle as described under the 'Uninsured Motorists Benefit' section in the Policy Terms and Conditions.

This Policy also provides the following additional benefits:

All types of cover	<ul style="list-style-type: none"> <li>• change of vehicle</li> <li>• car sharing agreement</li> <li>• choice of repairer</li> </ul>
Third Party Fire and Theft and Third Party Property Damage cover only	<ul style="list-style-type: none"> <li>• uninsured motorists benefit</li> </ul>
Comprehensive and Third Party Fire and Theft cover only	<ul style="list-style-type: none"> <li>• returning your vehicle after it has been stolen</li> <li>• towing costs</li> </ul>
Comprehensive cover only	<ul style="list-style-type: none"> <li>• cleaning up after an accident</li> <li>• hire car costs following theft</li> <li>• trailer cover</li> <li>• personal property</li> <li>• travelling and accommodation expenses</li> <li>• child's seat or baby capsule</li> <li>• driver accident compensation benefit</li> <li>• no claim discount benefit</li> <li>• faultless no claim benefit</li> <li>• windscreen claim benefit</li> <li>• repair guarantee</li> <li>• replacement with a new vehicle</li> </ul>

Significant legal liability benefits include:

- damage to property
- property under your control
- substitute vehicle
- your employer's or principal's liability
- injury to other persons
- legal expenses.

Optional extensions are available and include:

Comprehensive cover only	<ul style="list-style-type: none"> <li>• windscreen protection</li> <li>• protected no claim bonus</li> </ul>
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You should ask your Financial Services Provider about these extensions and their cost.

The Policy does not cover certain things

Claims may be refused in certain circumstances. Please refer to the Motor Vehicle - Private and Business Policy Terms

and Conditions which follow this PDS for full details of the terms and conditions of cover and exclusions.

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.

The Policy will not cover your vehicle or any loss, damage or legal 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
- (c) 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.

These are only some of the events that are not covered by this insurance. Please read the Motor Vehicle - Private and Business Policy Terms and Conditions which follows this PDS for full details of all relevant policy exclusions.

The amount of any claim made against the policy may be reduced:

- (a) where you have not requested the insured value of any item to be specified in the Policy
- (b) where an excess applies. '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 the Policy Schedule, you may have to contribute more than one excess. If we accept your claim, we will deduct the excess shown in your current Policy Schedule from any amount we pay under your claim.
  - Standard Excess is the first amount you will have to contribute to every claim
  - Age or Inexperienced Driver Excess is in addition to the standard excess and applies where a vehicle is driven by a person:
    - under the age of 25, or
    - aged 25 or more but who has not held a driver's licence for 2 or more years.

This excess does not apply 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 is in addition to all other excesses and applies where, at the time of an incident which gives rise to a claim, your vehicle is 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 the Policy Schedule.

There are some circumstances where an excess will not apply. Please refer to the section headed 'What you must pay if you make a claim – Excess' in Part B of this booklet.

## Significant risks

### This product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read the PDS (Part A of this booklet) and the Policy Terms and Conditions (Part B of this booklet) carefully. Please ask your Financial Services Provider if you are unsure about any aspect of this product.

### Your sum insured may not be adequate

It is important that you ensure all accessories and equipment insured 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.

### Overdue premium

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

If you pay an annual premium and you have not paid by the due date or your payment is dishonoured, or, if you pay your premium by instalments and your first instalment payment is dishonoured, this Policy will not operate and there will be no cover.

If you pay your premium by instalments and any instalment remains unpaid for:

- 14 days or more we may refuse to pay any claim,
- 1 month or more we may cancel this Policy.

For more detailed information regarding payment options refer to the section headed 'How you can pay your premium' in Part B (Terms and Conditions).

### A 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.

## 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.

The following factors have a significant impact on the calculation of your premium:

- type of cover selected
- the make and model of the insured car
- the age of the insured person and any drivers you have told us about
- the place where the car is usually parked
- previous insurance and claims history of the insured person and any drivers you have told us about.

On renewal you will receive a loyalty discount which increases each year until a maximum discount is reached after 7 years.

You may also be entitled to a No Claim Bonus, which is designed to reward you for a good driving history. The amount of the discount will be calculated based on how many claim free years of motor insurance you have had up to a maximum of 60%.

The Loyalty discount and the No Claim Bonus are calculated on your base premium before taxes or any government charges are applied.

Your Policy Schedule will show whether you have been given a Loyalty discount or a No Claim Bonus.

Premium payments can be made annually or by instalments. You should arrange your method of payment through your Financial Services Provider. A quote for premium may be obtained from your Financial Services Provider.

### **Duty of Disclosure – What you must tell us**

Under the Insurance Contracts Act 1984 (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) and its principles when collecting and handling your personal information. QBE Commercial 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 insurance policy, including any claims you make.

We may need to disclose personal information to our reinsurers, (who may be located overseas), insurance intermediaries, insurance reference bureaus, credit reference agencies, our advisers and those involved in the claims handling process (including assessors and investigators), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of litigation.

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.

Please contact your Financial Services Provider to obtain a copy of the QBE Commercial Privacy Promise information brochure. A copy of the brochure may also be obtained from any QBE Commercial office or from our website at [www.qbecommercial.com](http://www.qbecommercial.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 raise standards of practice and service in the insurance industry.

It:

- promotes better communication between insurers and customers which will lead to better public understanding of insurance to allow customers to make informed choices, and
- outlines good standards of practice and service to be met by insurers to enhance their reputation for responding efficiently to their customers' needs.

## 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 in the 'Claims' section in part B 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 Commercial 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 General Insurance Enquiries and Complaints Scheme (IEC), an external dispute resolution body.

Access to the Dispute Resolution process is free of any charge to you. In addition, although QBE Commercial is bound by the panel's decision, you are not and you have a right to pursue the matter elsewhere if you disagree.

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

## Taxation implications

### Goods and Services Tax

The Policy has provisions relating to GST. In summary, they are as follows, but please read the provisions in full. They can be found in Part B Terms and Conditions, under the heading 'How Goods and Services Tax 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 maximum amount we pay.

### Other taxation implications

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend that you seek professional advice.

## 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. You can do this by giving the notice to your Financial Services Provider.
- 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.

### **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 21 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.

## **PART B – POLICY TERMS AND CONDITIONS FOR MOTOR VEHICLE POLICY – PRIVATE AND BUSINESS**

(This Part does not form part of the Product Disclosure Statement)

### **Insurer**

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

### **Our agreement with you**

This Policy is a 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, occurring during the period of insurance shown on your Policy Schedule or any renewal period.

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.

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.

### **Your Policy**

Your Motor Vehicle – Private and Business Policy consists of Part B (Terms and Conditions) of this booklet and the Policy Schedule we give you.

Please read your Policy carefully, and satisfy yourself that it provides the cover you require.

If you want more information about any part of your Policy, please ask us, or your Financial Services Provider.

The address and telephone number of your QBE Commercial 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.

### **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.

### Providing proof

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

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

We may ask you for these if you make a claim.

### 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 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.

#### 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 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> 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 1 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.

#### How Goods and Services Tax 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 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 & 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 Input Tax Credit) 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, Input Tax Credit (ITC), Business Activity Statement (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 Input Tax Credit on your premium as a percentage of the total GST on that premium.

## 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.

### 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.

## 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 \$250 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.

### 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.

#### Repair guarantee

If we repair your vehicle, we will guarantee the quality of the repairs for 3 years following the date of repair.

#### 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, and
- your vehicle is less than 12 months old from when it was first registered.

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. We will decide what is reasonable.

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 on the new vehicle but any refund of registration fees or stamp duty applicable must be refunded to us.

This replacement cover will not apply if we have to pay any part of the agreed value or market value to a credit provider.

#### 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.

**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.

**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

We 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:

- \$100,000 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 \$500 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.

### 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.

The maximum amount we will pay is \$1,000 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 \$500.

## Additional benefits

### Personal property - Applies to Comprehensive cover only

If following a collision with another vehicle or theft of your vehicle, any of your personal property in your vehicle at the time is stolen, we will pay for the loss of such personal property.

However, we will not pay for more than the actual value of the property stolen, 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, or
- for mobile phones or two way radios.

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 \$300 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 200 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 \$500 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.

The maximum amount we will pay is \$200 for any one event.

## Additional benefits

### 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

Injury	Benefit
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.)

**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 the first broken windscreen or window glass only claim in any one annual period of insurance.

For the purpose of this benefit 'broken' shall mean a fracture that extends through the entire thickness of the glass or where the windscreen is laminated, a fracture extending through all layers of the lamination, or where the damage is sufficient to prevent registration by the appropriate authorities.

**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.

**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.

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 additional 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.

## 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.

## 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

## When you are not covered

- (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.

## Special clauses

### Special Clauses

Only those clauses that you have selected and which are shown on the Policy Schedule will apply.

#### Windscreen protection - Applicable to Comprehensive cover only

If the only damage in an accident is a broken windscreen or window glass the standard excess shown in the Policy Schedule does not apply for the first windscreen or window glass claim in any one annual period of insurance.

For the purpose of this benefit 'broken' shall mean a fracture that extends through the entire thickness of the glass or where the windscreen is laminated, a fracture extending through all layers of the lamination or where the damage is sufficient to prevent registration.

#### 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.

#### Protected No Claim Discount clause - applicable to Comprehensive cover only

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.

## 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.

## Claims

### 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 200 kilometres from the normal nightly parked address and they are necessary to enable you to continue your journey.

### 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.