



# FARM MOTOR VEHICLE

**INSURANCE PRODUCT DISCLOSURE  
STATEMENT AND POLICY**

# Contents

<b>Welcome To The Security Of CGU Insurance</b>	<b>1</b>	<b>Farm Motor Vehicle Insurance Policy</b>	<b>5</b>
Product Disclosure Statement	1	When you are insured	5
<b>Important Information</b>	<b>1</b>	General definitions	5
The purpose of this PDS	1	When you are insured	6
Who is the insurer	1	Type of cover	6
How to contact us	1	<b>Section 1</b>	
Your cooling-off period	1	Loss or damage to or theft of your vehicle	7
How to apply for insurance	1	What we will pay for	7
How to make a claim	1	Additional benefits for cover A. Comprehensive	7
The amount you pay for this insurance	1	Additional benefits for cover A. Comprehensive and cover B. Third party, Fire and Theft	9
General Insurance Code of Practice	2	Optional cover that can be added to your policy	10
How to resolve a complaint or dispute	2	How we pay a claim on your vehicle	10
How CGU protects your privacy	2	What we will not pay	11
No Claims Bonus	3	<b>Section 2</b>	
Financial Claims Scheme	3	Legal liability	11
Taxation information	3	Cover	11
Intermediary remuneration	3	What we will pay	11
Excess – the amount you pay towards a claim	3	Additional benefits for legal liability	11
Motor Vehicle Insurance Repair and Code of Conduct	4	What we will not pay	12
Choice of repairer policy	4	<b>General exclusions</b> Applicable to all sections	13
Parts policy	4	<b>General conditions</b> Applicable to all sections	15
About your policy	4	<b>Claims procedures</b> Applicable to all sections	16
Updating Product Disclosure Statement	4	How a claim payment is calculated	17

# Welcome To The Security Of CGU Insurance

## This booklet is important

**Preparation date:** 29/02/2024

## Product Disclosure Statement

This Product Disclosure Statement (PDS) contains two parts:

1. **Important Information** – contains general information about Your Farm Motor Vehicle Insurance Policy, and
2. **Farm Motor Vehicle Insurance Policy** – contains the terms and conditions of Your Insurance Policy.

To assist You to locate specific items in this PDS, a table of contents is provided on the previous page.

Please read this PDS before You apply for this insurance.

If You need more information about this PDS, please contact Us.

## Important Information

### The purpose of this PDS

This PDS has been prepared to help You understand this insurance product and provide You with information required under the Corporations Act 2001 (Cth) to enable You to make an informed decision about Your insurance requirements. This Important Information section sets out information about the insurance.

You still need to read all the documents that make up the Policy which provides a detailed description of the cover available and the standard terms, conditions and limitations.

This is an important document. Please read it and the other documents it refers to carefully before making a decision and keep them all in a safe and convenient place.

### Who is the insurer

This insurance is issued by Insurance Australia Limited ABN 11 000 016 722 AFS Licence No. 227681 trading as CGU Insurance (CGU).

### How to contact us

You may contact Us by any of the following ways:

- in person at any CGU office
- by telephone on 13 15 32
- by writing to Us at CGU Insurance, GPO Box 9902 in Your capital city
- by email on Our website [www.cgu.com.au](http://www.cgu.com.au)

## Your cooling-off period

We will refund all premium paid for cover under Your Policy if You request cancellation within 21 days of its commencement. To do this, You must advise Us in writing. You will not receive a refund if You have made a claim under Your Policy.

## How to apply for insurance

If We accept Your application for insurance, You will receive a Schedule that sets out the details of the insurance You have taken out.

## How to make a claim

When something happens that You believe You can claim for, please contact Us or Your insurance intermediary.

Details about making a claim are shown in the Policy under 'Claims procedures'.

## The amount you pay for this insurance

The premium payable by You for this insurance will be shown on Your Schedule.

The key factors that influence the premium calculation are reflected in the questions asked, and information sought, at the time of Your enquiry or application for insurance. We take into consideration a number of factors in setting Our premiums.

These factors include the make, model and type of Vehicle being insured including Modifications made to the Vehicle, the age and driving experience of people who will be driving the Vehicle, where and how the Vehicle is used, the type of cover, the place where Your Vehicle is garaged, and Your previous insurance and claims history.

Your premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. stamp duty, GST and fire service levy) in relation to the Policy. Where We are required to pay an estimated amount (e.g. for fire service levy) based on criteria set by the government, We allocate to the Policy Our estimate of the amount We will be required to pay. We may over or under recover in any particular year and We do not adjust Your premium because of this.

The premium charged together with the actual amount of these individual taxes and/or charges will be shown on Your Schedule. You can ask Us for more detail.

If You change the Policy in any way, We may decide to either:

- a) continue cover with no change to the premium payable
- b) reduce the premium payable and return any refund to You
- c) charge You additional premium (You can cancel Your Policy if You do not accept the additional premium), or
- d) cancel Your Policy.

It is important for You to know that We may make changes to this Policy as a result of notification of changes. When there is a change We will inform You.

If We are unable to issue Your insurance when We receive Your application, We are required to hold Your premium in a trust account on Your behalf until Your insurance can be issued.

We will retain any interest payable by Our bank to meet, among other things, bank fees and other bank costs We incur in operating the account.

Your premium, including any discounts You may be eligible for, are subject to minimum premiums. We consider the minimum amount We are prepared to sell the Policy for and may adjust Your premium to ensure it does not fall below the minimum amount. Any discounts will be applied to Your Policy, only to the extent any minimum premium is not reached. This means that any discount You may be eligible for may be reduced. When We determine Your premium on renewal, We may also limit any increases or decreases in Your premium by considering factors such as Your previous year's premium amount.

## General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit Us to high standards of service
- to promote better, more-informed relations between Us and You
- to maintain and promote trust and confidence in the general insurance industry
- to provide fair and effective mechanisms for resolving complaints You make about Us; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

### Our commitment to you

We have adopted and support the Code and are committed to complying with it.

Please contact Us if You would like more information about the Code or the Code Governance Committee.

## How to resolve a complaint or dispute

We will always do Our best to provide You the highest level of service but if You are not happy or have a complaint or dispute, here is what You or Your insurance intermediary can do.

If You experience a problem or are not satisfied with Our products, Our services or a decision We have made, You or Your insurance intermediary should let Us know so We can help. Contact information can be found within this PDS or You can call Us on 13 24 81.

We will try to resolve complaints at first contact or shortly thereafter.

If We are not able to resolve Your complaint when You contact Us or You would prefer not to contact the people who provided Your initial service, Our Customer Relations team can assist:

Free Call: 1800 045 517

Email: [Customer.Relations@iag.com.au](mailto:Customer.Relations@iag.com.au)

Customer Relations will contact You or Your insurance intermediary if they require additional information or have reached a decision. Customer Relations will advise You or Your insurance intermediary of the progress of Your complaint and the timeframe for a decision in relation to Your complaint.

We expect Our procedures will deal fairly and promptly with Your complaint. If You are unhappy with the decision made by Customer Relations You or Your insurance intermediary may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist You:

Free Call: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Mail: Australian Financial Complaints Authority

GPO Box 3 Melbourne VIC 3001

Visit: [www.afca.org.au](http://www.afca.org.au)

Further information about Our complaint and dispute resolution process is available by contacting Us.

## How CGU protects your privacy

We use information provided by Our customers to allow Us to offer Our products and services. This means We may need to collect Your personal information, and sometimes sensitive information about You as well (for example, health information for personal income insurance). We will collect this information directly from You where possible, but there may be occasions when We collect this information from someone else.

CGU will only use Your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give Us Your information, but this may affect Our ability to provide You with insurance cover.

We may share this information with companies within Our group, government and law enforcement bodies if required by law and others who provide services to Us or on Our behalf, some of which may be located outside of Australia.

For more details on how We collect, store, use and disclose Your information, please read Our privacy policy located at [www.cgu.com.au/privacy](http://www.cgu.com.au/privacy). Alternatively, contact Us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 15 32 and We will send You a copy.

We recommend that You obtain a copy of Our privacy policy and read it carefully.

By applying for, using or renewing any of Our products or services, or providing Us with Your information, You agree to this information being collected, held, used and disclosed as set out in Our privacy policy.

Our privacy policy also contains information about how You can access and seek correction of Your information, complain about a breach of the privacy law, and how We will deal with Your complaint.

## No Claims Bonus

We calculate Your no claim bonus rating based on the claims history of You and any other Insureds.

For each year there is no at-fault claims made on a Vehicle under Your Policy, We allow a discount from the basic premium for that Vehicle. The discount increases each claims-free year You have for a Vehicle until the maximum is reached.

Each year at renewal, Your Vehicle's no claim bonus is re-calculated.

The no claim bonus discount does not apply to the Section 1 optional cover 'Windscreen glass' premium.

### Protecting your no claims bonus

This applies to each eligible Vehicle listed on the Schedule. When You have one at-fault claim in any one year, We will not reduce Your no claim bonus when:

- Your insurance has been with Us for at least 2 consecutive years prior to the claim, and
- Your no claim bonus has been on the maximum that We allow during that 2-year period, and
- Your Vehicle has been comprehensively insured during that period.

We will reduce Your no claim bonus at the renewal of Your Policy if You have any further claims.

You will not lose any no claims bonus with Us on renewal if:

- Your claim involves a collision in which We are satisfied the other driver was completely at fault and You give Us the correct name and address of the other driver and vehicle registration number, or
- Your claim is only for window glass in a single accident.

### Losing your no claims bonus

In all other cases, at the next renewal You will lose part of Your no claims bonus following each at-fault claim made in respect to that Vehicle. The discount then increases again after each claims-free year up to the maximum.

## Financial Claims Scheme

You may be entitled to payment under the Financial Claims Scheme in the event that CGU becomes insolvent. Access to the scheme is subject to eligibility criteria.

Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) Website [fcs.gov.au](http://fcs.gov.au).

## Taxation information

This insurance is subject to the GST. The GST amount will be shown on Your Schedule. If You are registered for GST purposes, You may be able to claim an ITC in respect of GST We collect from You.

Details about the GST in relation to a payment under this Policy, are shown under 'How the Goods and Services Tax affects your claim' in the 'Claims procedures' section of this Policy.

## Intermediary remuneration

CGU pays remuneration to insurance intermediaries when We issue, renew or vary a policy the intermediary has arranged or referred to Us. The type and amount of remuneration varies and may include commission and other payments. If You require more information about remuneration We may pay Your intermediary You should ask Your intermediary.

## Excess – the amount you pay towards a claim

An Excess is an amount You will be required to pay in the event of a claim. An Excess will apply to the Policy unless We agree that You do not have to pay this amount. The Excess may differ depending on the type and value of the Vehicle You insure. The Excess will vary depending on a number of factors including Your Vehicle, the state where the Vehicle is garaged, Your claims experience and the value We insure Your Vehicle for.

In some circumstances You may be required to pay one or more additional Excesses. These will vary depending on the state where the Vehicle is garaged and may include:

- Age Excess:
  - under 19 years of age
  - 19 years of age and over and under 21 years of age
  - 21 years of age and over and under 25 years of age.
- Inexperienced driver Excess:
  - 25 years and over and has been licensed in Australia for less than 2 years to drive the class of vehicle being driven.

This is only a summary of how Excesses will be applied. For full details, please refer to 'Excess – when and how much' in the Claims procedures section and Your Schedule.

## Motor Vehicle Insurance Repair and Code of Conduct

The Motor Vehicle Insurance Repair and Code of Conduct (Motor Vehicle Code) aims to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies based on mutual respect and open communication. We support the Motor Vehicle Code and are committed to continually reviewing Our operations to make sure We comply with it.

### Choice of repairer policy

Under this Farm Motor Vehicle Insurance Policy, where We elect to repair Your Vehicle You can suggest a repairer, or We can suggest one for You. If We do not accept Your choice of repairer, You must still cooperate with Us to select another repairer, provided they have the qualifications to undertake the required repairs, that We both agree on. This is Our policy on choice of repairer.

In repairing Your Vehicle, We may arrange for the repair to be carried out by a specialist service provider, for example windscreen repairs.

We offer a guarantee on the workmanship of repairs authorised by Us. This guarantee is for as long as You own the Vehicle and is in addition to any statutory rights and warranties You may be entitled to. We will arrange for the repairs by Us to be rectified at no cost to You if We agree that the repairs are defective.

Before We can arrange for the defective repairs to be rectified, if We ask You, You must allow Us to inspect Your Vehicle or contents at a reasonable time or place. Wear and tear is not covered by this guarantee.

### Parts policy

Generally, We use the following parts to repair Your Vehicle. If Your Vehicle is:

- under 3 years, We use genuine new parts (when reasonably available)
- 3 years or older, We use:
  - genuine new parts, or
  - quality non-mechanical reusable parts.

Regardless of Your Vehicle's age, We may use non-genuine parts for windscreens, sunroofs, window glass, radiators and air conditioning components. Non-genuine parts are those parts not manufactured by a supplier to the original manufacturer of the Vehicle.

We only use quality non-mechanical reusable parts when it:

- is consistent with the age and condition of Your Vehicle
- does not affect the safety or the structural integrity of Your Vehicle
- complies with Your Vehicle manufacturer's specifications and applicable Australian Design Rules
- does not adversely affect the way Your Vehicle looks after it has been repaired, and
- does not void or affect the warranty provided by Your Vehicle's manufacturer.

## About your policy

Your Policy is a contract of insurance between You and Us. Your Policy includes information on the following:

- when You are insured
- who is insured under Your Policy
- what You are covered for
- what Your Policy does not cover
- Excesses that may apply
- how We pay claims.

If We accept Your application for insurance, You will receive a Schedule that sets out details of the insurance You have taken out as described in this Policy. You should carefully check the details on Your Schedule to ensure they are correct. If any changes need to be made, please contact Us.

Our agreement with You is made up of Your Schedule and this Policy, as well as any endorsements We send to You. Together, they make up Your insurance contract with Us. Read them carefully and store them together in a safe place.

We recommend that You keep receipts for major items You purchase.

## Updating Product Disclosure Statement

Information in this PDS may need to be updated from time to time where required and permitted by law. You can obtain a paper copy of any updated information without charge by calling Us on the contact details provided in this 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 the Policy, We will provide You with a new PDS or a Supplementary PDS.

# Farm Motor Vehicle Insurance Policy

## When you are insured

The commencement date of Your Policy will be shown on the Schedule We will send You.

The insurance applies for the period for which You have paid Us (or agreed to pay Us) the premium. You may pay Your premium by cash, cheque or credit card.

This insurance will not apply to Your insured Vehicle under any section of this Policy, for a period of 48 hours from the time of the commencement of Your Policy, for loss or damage caused by:

- bush fire or grass fire, or
- a named cyclone, unless risk passed to You as purchaser of Your Vehicle immediately before You took out this Policy, or
- You signed a lease contract for Your Vehicle immediately before You took out this Policy, or
- Your Policy commenced immediately after another policy covering the same risk expired, without a break in cover.

## General definitions

In this Policy there are words that have a special meaning. These words that apply to all of the Policy are listed below. Where they appear in the policy they are shown with a capital letter. The singular shall include the plural and vice versa, except where the context otherwise requires.

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

**Accessories** mean any alteration or addition to the Vehicle that adds value to the Vehicle but does not enhance the performance or alter the safety or handling of the Vehicle.

**Act of Terrorism** means an act including, but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of, or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Agreed Value** means the amount (exclusive of GST) shown on Your Schedule for which We agree to cover Your Vehicle and applies to cover 'A. Comprehensive' cover of sedans or station wagons, four-wheel drives, vans, utilities, or other Goods Carrying Vehicles that have a carrying capacity not exceeding 2 tonnes.

**Agricultural Vehicle** means any implements or machine (including but is not limited to tractors, headers, bulldozers, cultivators, balers and other farming equipment) for use in the Business.

**Authorised Driver** means a person You allow to have the use of Your Vehicle.

**Business** means:

- a) the business declared by You to Us in writing and shown on Your Schedule

- b) the grazing of animals, and/or
- c) the planting, maintenance, cropping and/or harvesting of legal crops.

**Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms, and
- c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

**Contract Farming** means any activity conducted as part of the Business which You carry on for someone else for Your own financial reward, but only when the income derived from such activity is limited to 20% of Your annual income or turnover, up to a maximum of \$100,000, unless otherwise noted on Your Schedule.

**Dangerous Goods** means freight that consists of goods defined as dangerous in the Dangerous Goods Code.

**Dangerous Goods Code** means the current Australian Code for the Transport of Dangerous Goods by Road or Rail, or any other applicable legislation and regulations.

**Event** means a single Accident or a series of Accidents with the same original cause.

**Excess** means the amounts shown on Your Schedule which You will be required to contribute, in respect of every claim for each and every Vehicle. Excesses shall be cumulative.

**Goods and Services Tax (GST), Input Tax Credit (ITC) and Acquisition** means the same as those expressions in A New Tax System (Goods and Services Tax) Act 1999 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation.

**Goods Carrying Vehicle** means any utilities, vans, trucks and goods carrying trailers.

**Immediate Family** means Your spouse, de-facto partner, parents, siblings and dependent children.

**Market Value** means the cost (exclusive of stamp duty) to replace a Vehicle with another vehicle of the same age, condition, make and model, immediately before the loss, destruction or damage.

**Mechanical Breakdown** means the actual breaking, burning out or malfunction of any part of Your Vehicle (excluding such breakdown due to placing an incorrect type, or inappropriate fuel, lubricant or coolant into a Vehicle, or failing to place the correct or appropriate fuel, lubricant or coolant into a Vehicle) whilst in the course of use within the limits specified by the manufacturer, as a result of internal, electronic, electrical or mechanical defect causing sudden stoppage of normal operation and necessitating repair before it can resume normal operation.

**Modification** means enhancements that affect the performance, or diminish safety, or change the characteristics of the Vehicle beyond the manufacturer's specification.

**Motorcycle** means any 2, 3 or 4 wheel motorcycle designed to travel on land.

**Non-Standard Accessories** means Accessories that were fitted after the Vehicle left the manufacturer.

**Occupation** means farmer, grazier, pastoralist or other like pursuit.

**Period of Insurance** means the period shown on Your Schedule as the 'Period of Insurance'. It does not refer to any prior period of a previous policy or any future period of insurance for any policy You may enter into with Us upon renewal. Each Period of Insurance is treated separately for each Policy issued by Us to You.

**Permanently Attached Plant** means a piece of equipment which cannot be easily removed and is necessary for Your Vehicle to operate in the ordinary course of Your Business. This may include a crane arm, hydraulic lifting equipment, concrete bowls, tilt trays, concrete pumping equipment, or other similar equipment.

**Personal Effects and Tools** means items of clothing, personal belongings owned by You or Your employees, but not including:

- a) mobile electronic devices
- b) cheques, money, credit cards or negotiable instruments
- c) jewellery or watches
- d) fire arms.

**Policy** means this document, the Schedule and any attachment or endorsement and any future documents issued to You during the Period of Insurance which amends the policy wording or Schedule. Together they form the insurance contract.

**Pollutant** means any irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, chemicals or waste. Waste includes but is not limited to all materials to be recycled, reconditioned or reclaimed.

**Private Vehicle** means any cars, station wagons, caravans and their annexes and private trailers.

**Schedule** means the schedule issued by Us, which forms part of this Policy and shows Your Policy number, the type of cover selected by You, and any special terms, limits, conditions, exclusions, endorsements and any applicable Excess. You receive a Schedule when You first take out Your insurance and again when the policy is renewed or changed.

**Standard/Optional Accessories** mean Accessories that come standard or are optional with the Vehicle at the time of manufacture.

**Substitute Vehicle** means a vehicle similar to and used in substitution for the insured Vehicle.

**Sum Insured** means the amount (exclusive of GST) shown on Your Schedule, or in other documents forming part of Your Policy, against each of Your Vehicles.

**Total Loss** means:

- a) We assess that the likely cost to repair the Vehicle plus the value of any salvage exceeds the Agreed Value or Market Value, or
- b) the Vehicle is stolen and not recovered within a reasonable period of time as determined by Us.

**Uninsured Vehicle** means that neither the owner nor the driver of the other vehicle involved in an Accident is insured against liability for property damage.

**Use of Your Vehicle** means use of Your Vehicle:

- a) in connection with Your Business or Occupation, or for private use.

For Section 2 Legal liability only, use of Your Vehicle also includes:

- a) goods falling from it,
- b) loading and unloading it, but not carrying a load (or part of a load) to or from Your Vehicle,
- c) towing a single trailer, caravan, or disabled Vehicle.

**Vehicle** means any mechanically propelled machine, including an attachment that is designed to travel on wheels or self-laid tracks, Agricultural Vehicle, or Motorcycle shown on Your Schedule and including Non-Standard Accessories shown on Your Schedule.

Vehicle also includes their standard tools, options and Accessories (but not tarpaulins, gates and chains unless shown on Your Schedule) while installed in or attached to the Vehicle and any artwork or sign writing on the Vehicle.

**We, Us, Our, Ours** means Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance.

**You, Your, Yours or Insured** means the person(s), companies or firms named on Your Schedule as the 'Insured'.

## When you are insured

### Type of cover

There are three types of cover available under this Policy. For each type of cover, the Policy operates as follows:

#### A. Comprehensive

You have cover under:

1. **Section 1 Loss or damage to or theft of your vehicle**, and
2. **Section 2 Legal liability.**

#### B. Third party, Fire and Theft

You have cover under:

1. **Section 1 Loss or damage to or theft of your vehicle.**

We will only cover Your Vehicle for:

- a) theft, or
- b) damage caused by:
  - i. fire
  - ii. explosion, or
  - iii. lightning.

2. **Section 2 Legal liability.**

#### C. Third party only

You have cover under:

1. **Section 2 Legal liability.**

The type of cover for each insured Vehicle will be shown on Your Schedule.



## Section 1

### Loss or damage to or theft of your vehicle

#### What we will pay for

We will cover You if Your Vehicle is damaged or stolen during the Period of Insurance, depending on the type of cover You have selected. We will only do this if Your Vehicle is used with Your permission, within Australia, appears on Your Schedule and the loss or damage arises from the Use of Your Vehicle.

Cover under this Section 1 will not apply where You have chosen cover C. Third party only.

### Additional benefits for cover

#### A. Comprehensive

If You have a valid claim under Section 1, this section is extended to include cover for the following additional benefits when cover A. Comprehensive only is selected for Your Vehicle and shown on Your Schedule. Any amounts indicated as payable under these additional benefits will be paid in addition to the Sum Insured or Market Value paid for the insured Vehicle, unless otherwise indicated in this section.

##### 1. Automatic addition – replacing your vehicle

We will provide cover A. Comprehensive cover on vehicles purchased by You during the Period of Insurance, provided that:

- a) such vehicles are of a similar type to Vehicles insured by You at the commencement of the Period of Insurance
- b) the maximum We will pay, in respect of loss or damage to any such Vehicle, is the Market Value or the amount You paid for it, up to a maximum of \$300,000
- c) You notify Us within 60 days of acquisition, and
- d) You pay Us any additional premium that We may require to reflect an increased risk of loss or damage, and agree to the applicable Excess as may be required.

##### 2. Completion of journey

We will pay up to \$5,000 for the reasonable cost of:

- a) hiring another vehicle of similar make and model to complete the journey, or
- b) returning Your driver and any non fare-paying passengers to the point of departure, or, at Your option, transporting them to the driver's destination, or
- c) overnight accommodation costs if the journey cannot be completed within the day,

following loss or damage if Your Vehicle cannot be safely driven.

##### 3. Disabled driver modifications

We will pay up to \$10,000 for the reasonable costs incurred to modify Your Vehicle or Your driver's own Private Vehicle, if Your driver is permanently injured in an Accident involving Your Vehicle.

##### 4. Emergency repairs

We will pay up to \$5,000 for the reasonable cost of immediate repairs to enable Your Vehicle to be driven safely or to be moved to a place of safety following loss or damage.

##### 5. Emergency service costs

We will pay up to \$25,000 for charges imposed on You by the following authorities, as a result of an Accident involving Your Vehicle:

- a) fire brigade
- b) federal, state, territory or local government emergency services
- c) police,

provided the Vehicle is not covered under any other policy of insurance entered into by a third party or a policy required by law providing similar insurance as that provided under this additional benefit.

##### 6. Employee accessories

Where an employee's Accessories are installed in an insured Vehicle, Private Vehicle or Goods Carrying Vehicle, We will treat the employee as the Insured and extend cover under this additional benefit to provide cover in the Event of a claim for loss or damage to their Accessories. The maximum We will pay for this additional benefit for loss or damage to employee's Accessories is \$25,000.

##### 7. Employees vehicles

We will provide cover A. Comprehensive cover of Your employees' vehicles when Your employees are using their own vehicles, but only if:

- a) Your employee is using their vehicle in the course of their employment with You, and
- b) the vehicle is not covered under any other policy of insurance entered into by Your employee or any third party, or a policy required by law, providing similar insurance as that provided under this additional benefit, and
- c) the vehicle is a Private Vehicle or a Goods Carrying Vehicle with a maximum carrying capacity up to and including 2 tonnes.

The maximum We will pay in respect of loss or damage to any such vehicle is the Market Value or \$25,000, whichever is the lesser.

##### 8. Faultless collision excess waiver

We will not apply any Excess if:

- a) Your Vehicle is involved in an Accident with another Vehicle, and
- b) We are satisfied and agree that the driver of the other vehicle was totally at fault, and
- c) You provide Us with the registration number of the other vehicle, and the name and address of its driver, and
- d) Your claim exceeds the Excess(es) that would otherwise be applicable.

In order for Us to resolve whether You or another driver was at fault, We may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that may apply to the claim circumstances. If We are unable to determine who was at fault, the Excess(es) is payable by You.

## 9. First aid kit expenses

Where You, or Your driver have been involved in an Accident causing injury to a third party and the Accident involves loss or damage to Your Vehicle, We will pay Your or Your driver's reasonable costs up to a maximum \$2,500 for any one Event towards Your or Your driver's first aid costs regarding the third party, but only to the extent that such first aid has been administered and only to the extent these costs are not medical expenses which We are prohibited from providing cover for under either or both of the Health Insurance Act 1973 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation, or the Private Health Insurance Act 2007 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation.

## 10. Funeral expenses

We will pay up to \$25,000 for funeral, burial or cremation expenses in the event of the death of Your driver:

- a) arising out of an Accident involving Your Vehicle, and
- b) occurring within 12 calendar months from the date of the Accident.

This additional benefit includes the expenses associated with the funeral, burial or cremation. It also extends to include transportation of the body of the deceased person and necessary travel by Your Immediate Family or any member of the deceased driver's immediate family.

## 11. General average charges

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

## 12. Goods in transit

We will pay the reasonable cost up to \$5,000 for recovering, reloading or moving any load carried by Your Vehicle to the nearest safe place.

## 13. Immediate family travel expenses

Where You, or Your driver whilst driving Your Vehicle are injured and hospitalised as a result of an Accident covered by this Policy We will pay reasonable costs up to a maximum of \$3,000 any one Period of Insurance for travel, accommodation, meals and related expenses for Your Immediate Family, or Your driver's immediate family to visit You or Your injured driver in hospital.

## 14. Lease or commercial finance agreement payout

- a) We will pay up to 25% of the Market Value of Your Vehicle, or the Sum Insured shown on Your Schedule, whichever is the lesser, toward the discharge of Your obligation under a lease agreement or commercial finance agreement, if Your Vehicle is declared a Total Loss, and
- b) Your Vehicle is a sedan or station wagon, or is a four-wheel drive, van, utility or other Goods Carrying Vehicle that has a carrying capacity not exceeding 5 tonnes, and
- c) the lease or commercial finance agreement payout exceeds the amount payable as the Market Value or Sum Insured shown on Your Schedule for Your Vehicle, and
- d) Your Vehicle was not purchased via a personal loan or other form or credit.

The amount payable under this additional benefit will be reduced by any:

- a) payments and interest in arrears at the time of loss or damage, or
- b) discounts in respect of finance discharge, including interest for the unexpired term of the lease or agreement.

## 15. New vehicle option

If Your Vehicle is:

- a) less than 24 months old from the date Your Vehicle was first registered, and
- b) a Vehicle that has a maximum carrying capacity up to and including 2 tonnes, and
- c) declared a Total Loss,

We will replace Your Vehicle with a new vehicle of the same make and model and with the same Accessories, (or if unavailable, a vehicle of similar make and model and with similar Accessories), including registration fees, compulsory third party insurance, delivery charges and stamp duty.

Or

If Your Vehicle is an Agricultural Vehicle up to 12 months old (from the date of original registration as a new Vehicle or in the case of an unregistered Vehicle, the actual purchase date when new) and cannot be economically repaired, We will replace it with a new item of the same or equivalent make and model of machinery provided it is available in Australia. We will decide what is the nearest equivalent in Our reasonable discretion.

Upon delivery of the replacement Vehicle or Agricultural Machinery, You will need to pay:

- a) any Excess that applies to Your claim, and
- b) any outstanding premiums, and
- c) the unused portion of registration fees and compulsory third party insurance, where applicable of the Total Loss Vehicle or Agricultural Machinery.

## 16. Motor cycles

The following applies to Motorcycles covered under this section and shown on Your Schedule.

We will pay up to \$1,000 per Event if Your helmet and protective clothing, specifically designed to protect the wearer while riding a Motorcycle, is:

- a) lost due to theft of Your Motorcycle; or
- b) lost or damaged in an Accident which results in a claim under this Policy.

## 17. Other interested party

In the Event of any loss or damage to a Vehicle insured under this Policy which is subject to a lease or other financing arrangement whereby the financier retains security over the Vehicle, the financier will be insured under this Policy but only to the extent that the financier's remaining interest in the Vehicle was affected at the time of the loss or damage to the Insured Vehicle.

## 18. Personal effects and tools

We will pay up to \$2,000 in total for loss or damage to Personal Effects and Tools belonging to You or Your employees, if the Personal Effects and Tools are not otherwise insured under another policy held by a third party or a policy required by law, and are lost or damaged in an Accident involving Your Vehicle.

## 19. Removal of debris

We will pay up to \$50,000 for the cost necessarily incurred in the clean-up and removal of Vehicle debris including debris from:

- a) goods falling from Your Vehicle, or
- b) the spillage, escape, or explosion of goods being carried by Your Vehicle.

## 20. Replacement of locks and keys

We will pay up to \$5,000 for the reasonable cost of replacing the key ignition barrel and all locks and keys, or re-coding Your locks, if Your keys are stolen or damaged or there are reasonable grounds to believe Your keys may have been illegally duplicated.

## 21. Sign writing

We will pay the reasonable costs of sign writing or fixed advertising signs, murals, special art work, or materials, forming a permanent part of Your Vehicle following loss or damage to Your Vehicle. The most We will pay in total for this additional benefit is \$2,000.

## 22. Subrogation waiver

We will waive any rights, remedies, or relief to which We may become entitled by subrogation against any entity or person where You have been required by contractual agreement to release such party from liability.

## 23. Tarps, gates, chains, dogs and straps

We will pay the reasonable costs to repair or replace tarpaulins, gates, chains, dogs and straps as a result of loss or damage, up to a maximum of \$5,000 per Event. However this additional benefit will not include apply to any theft claim, unless Your Vehicle has been stolen at the same time as the loss of any of these items.

## 24. Taxi fare

We will pay up to \$100 any one claim in addition to the Sum Insured for the cost of a taxi fare paid by You for transport from the scene of an Accident where Your Vehicle is damaged and requires towing, provided that You provide Us with a receipt.

## 25. Trauma counselling

We will pay the reasonable costs for counselling for You, Your drivers or Immediate Family following an Accident which caused loss or damage to an insured Vehicle and resulted in Your death, or death of Your driver, or another person and either You or Your driver was present at the scene at the time of the Accident.

We will pay for trauma counselling up to a maximum of \$5,000 per Event. The trauma counselling must be directly arranged by Us. The cover for this additional benefit is only provided to the extent that any payment does not comprise medical expenses which We are prohibited from providing cover for under the Health Insurance Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation.

## 26. Unspecified non-standard accessories or permanently attached plant

We will pay the reasonable costs to repair or replace Non- Standard Accessories or Permanently Attached Plant, limited to 25% of the Sum Insured or a maximum of up to \$5,000, unless otherwise stated on Your Schedule.

## Additional benefits for cover

### A. Comprehensive and cover

### B. Third party, Fire and Theft

If You have a valid claim under Section 1, this section is extended to include cover for the following additional benefits when cover A. Comprehensive or cover B. Third party, Fire and Theft is selected for Your Vehicle and shown on Your Schedule. Any amounts indicated as payable under these additional benefits will be paid in addition to the Sum Insured or Market Value paid for the insured Vehicle, unless otherwise indicated in this section.

### 1. Baby seat or capsule

We will pay for loss or damage to a child seat and/or baby capsule that is stolen from Your Vehicle, or damaged in an Accident or fire, whilst installed in Your Vehicle.

### 2. Contract farming

Cover is extended to include use of the insured Vehicles or Agricultural Vehicles for the purpose of Contract Farming.

### 3. Hire vehicle following fire or theft

We will pay the cost of hiring a vehicle similar to Your Vehicle if Your Vehicle is stolen. We will pay this cost until Your Vehicle is found or Your claim is settled whichever occurs first. We will only pay these hire costs when You make a claim, and pay the applicable Excess.

The most We will pay for this additional benefit is the hire costs for 30 days. We will not pay this additional benefit in respect of any period of hire continuing after Your Vehicle has been recovered and repaired, or after We settle Your claim as a Total Loss. Cover for this additional benefit only applies if Your Vehicle is a sedan or station wagon or Motorcycle or other Vehicle with a carrying capacity up to 5 tonnes.

### 4. Towing or return of vehicle

We will pay the reasonable cost of towing Your damaged Vehicle after an Accident to a repairer near the Accident site or to any other place approved by Us, and pay for the reasonable cost of returning Your Vehicle following its repair or recovery.

### 5. Use of trailers

We will pay up to \$2,500 or the Market Value of the trailer (up to a maximum of \$2,500), for theft of, or damage to any two-wheeled or four-wheeled trailer while it is attached to Your Vehicle. We will not provide any cover under this additional benefit if there is any other insurance held by a third party or a policy required by law covering the same Event.

### 6. Replenishment of firefighting equipment

Where an insured Vehicle that is an Agricultural Vehicle, has been fitted a fire suppression system or fire extinguishment equipment, as either a Standard/Optional Accessory or Non-Standard Accessory, We will pay up to \$5,000 per Event to replenish that equipment should it be used/activated to put out a fire in or on the Agricultural Vehicle. Cover under this additional benefit includes hand held fire extinguishers that are permanently attached to the Agricultural Vehicle.

### 7. Stamp duty for transfer of ownership

If We settle a claim on Your Vehicle as a Total Loss, We will pay You for stamp duty and transfer fees that are due on the transfer of ownership of a replacement vehicle into Your name. We will only pay an amount based on the value of the insured Vehicle immediately before the loss or damage.

## Optional cover that can be added to your policy

The following optional cover is only available to be added to Your Policy if You have purchased cover A. Comprehensive cover. If We have agreed to add this optional cover to Your Policy, this will be shown on Your Schedule and all the terms and conditions of the Policy will apply to this cover unless We indicate otherwise. This optional cover may only apply to Private Vehicles and Goods Carrying Vehicles with carrying capacity not exceeding 5 tonnes shown on Your Schedule.

### Windscreen glass

If you have selected this optional cover, and it is shown on Your Schedule as 'windscreen extension applicable', We will cover Your Vehicle for damage to a windscreen or window glass when there is no other damage to Your Vehicle.

If You have selected this option:

- a) We will pay to repair one single chip or crack in a windscreen or one window of Your Vehicle. We will only do this once during the Period of Insurance, or
- b) We will pay to replace one windscreen or one window of Your Vehicle. We will only do this once during Your Period of Insurance.

Repair or replacement of a windscreen or window once during the Period of Insurance will not affect Your no claim bonus and You will not have to pay an Excess if there is no other damage to Your Vehicle.

## How we pay a claim on your vehicle

If Your Vehicle is damaged, stolen or burnt We will do one of the following:

- a) depending on the cover You have chosen, pay You the Sum Insured shown on Your Schedule or Market Value subject to the Sum Insured limit of Your Vehicle, or
- b) repair or replace Your Vehicle.

Our choice of option will have regard to the circumstances of Your claim and consider any preference You may have.

Each year at renewal, You should check Your Sum Insured to ensure it reflects the current Market Value or Agreed Value of Your Vehicle. If you want to update or discuss Your Sum Insured please contact Us.

If Your Vehicle is:

- a) less than 36 months old from the date Your Vehicle was first registered, and
- b) a Vehicle that has a maximum carrying capacity up to and including 2 tonnes, and
- c) declared a Total Loss,

We will replace Your Vehicle with a new vehicle of the same make and model and with the same Accessories, (or if unavailable, a similar vehicle of similar make and model and with similar Accessories), including registration fees, compulsory third party insurance, delivery charges and stamp duty so long as it is available in Australia.

Upon delivery of the replacement Vehicle, You will need to pay:

- a) any Excess that applies to Your claim, and
- b) any outstanding premiums, and
- c) the unused portion of registration fees and compulsory third party insurance of the Total Loss Vehicle.

Cover is reinstated for Your Vehicle for the amount and type of cover shown in Your Schedule following a claim. This does not apply when Your claim is for a Total Loss as the cover for Your Vehicle will end then.

You may have to pay an Excess towards any claim. For full details, please refer to 'Excess – when and how much' in the Claims procedures section and Your Schedule.

## Total loss

When We have settled a claim as a Total Loss:

- a) the wreckage becomes Our property
- b) any proceeds of any salvage sale becomes Ours
- c) We will deduct from the amount We pay to You for Your claim the total of any remaining instalments for the Period of Insurance if the Policy had continued, and
- d) the insurance on the Vehicle terminates without refund of premium.

## What we will not pay

We will not pay for loss or damage caused by or arising out of:

### 1. Reduction in value

reduction in value of Your Vehicle due to its age and condition

### 2. Costs you incur

costs You incur because Your Vehicle is accidentally damaged, stolen or burnt. This does not include the cost of repair or hire costs after Your Vehicle is stolen

### 3. Failure

failure of the body or frame of Your Vehicle, or structural, mechanical, electrical, hydraulic or electronic breakdown or failure. We will only pay for the resultant damage to Your Vehicle if the failure or breakdown results in damage to Your Vehicle by Accident or fire. We will not pay for the item that failed or broke down

### 4. Pre-existing

pre-existing damage to Your Vehicle before this Policy started

### 5. Solidification

solidification of any goods carried by Your Vehicle or any container attached to Your Vehicle

### 6. Theft or attempted theft

loss by theft or attempted theft of the Vehicle:

- a) during or after a fire or Accident unless You have taken reasonable steps to ensure the safety of the Vehicle, or
- b) by false pretence or by fraudulent conversion, or
- c) by any person to whom You have entrusted the Vehicle for any purpose

### 7. Tyres damage

the tyres of the Vehicle being damaged by the application of brakes, or by road punctures, cuts or bursts

### 8. Vehicle deterioration

wear and tear, rust or corrosion, gradual deterioration or depreciation, costs of any part or parts of Your Vehicle that wear out.

## Section 2 Legal liability

### Cover

We will indemnify You and any additional Insured for liability arising from property damage or bodily injury as a result of an Accident occurring during the Period of Insurance caused by the Use of Your Vehicle, if it is:

- a) registered for use on a public road, or
- b) a towed Vehicle for which registration is not required by law.

In addition, this section of the Policy operates for liability arising from property damage if Your Vehicle is a mobile Agricultural Vehicle that is exempt from registration, being used on a public road or on public property and carrying a legal permit for such use.

### What we will pay

We will pay claims arising from:

- a) You, or an Authorised Driver, using Your Vehicle. This includes loading or unloading goods, or goods falling from Your Vehicle.
- b) You, or an Authorised Driver, using a Substitute Vehicle that You do not own. This includes loading or unloading goods, or goods falling from the Substitute Vehicle.
- c) You, or an Authorised Driver, using Your Vehicle to tow an agricultural implement or machine, trailer, caravan, or disabled Vehicle. This only applies if the number of implements, machines, trailers or caravans is being towed, at any one time, does not exceed the number permitted by law and not more than one disabled Vehicle is being towed at any one time.
- d) any passenger in, or getting into, or out of, Your Vehicle or a Substitute Vehicle.

### Maximum limit applicable to Section 2 Legal liability

Your Schedule shows, as the limit of indemnity, the maximum amount We will pay for the total of all claims arising from one Event being:

- a) \$35,000,000, or
- b) \$1,000,000 if Your Vehicle is being used for the transport of Dangerous Goods and complies with the Dangerous Goods Code, or
- c) if an higher amount is shown on Your Schedule, that amount.

### Additional benefits for legal liability

Where We have accepted a claim under Section 2, and subject to the terms, conditions or exclusions applicable in Section 2, and all other terms and conditions of the Policy, We will also pay the following additional benefits. These benefits will not serve to exceed the limit of indemnity as shown on Your Schedule.

## 1. Contract farming

Cover is extended to include liability arising from property damage or bodily injury as a result of an Accident occurring during the Period of Insurance caused by the Use of Your Vehicle or use of Your Agricultural Vehicles for the purpose of Contract Farming.

## 2. Contractual liability

We will cover You for liability for third party property damage arising under any undertaking, or indemnity, given or contracted for or by You, provided that such liability would have attached under the Policy in the absence of such an undertaking, or indemnity, or contract.

## 3. Damage caused by uninsured vehicles

Where Your Vehicle is insured for cover B. Third party, Fire and Theft or cover C. Third party only cover as shown on Your Schedule, We will pay for damage to Your Vehicle caused by, or arising from, an Accident with an Uninsured Vehicle (other than Vehicles owned by You or under Your control) provided that:

- a) the other driver is identified, and
  - i. has no insurance cover in respect of damage caused by such vehicle, and
  - ii. is substantially responsible for the Accident, and
- b) You agree that We can recover any amount We pay to You from the other driver on Your behalf, and
- c) You agree not to take separate action without Our written consent,

We will not pay more than \$5,000 under this additional benefit in respect of any one Event.

## 4. Legal costs

We will pay for Your legal costs and expenses, incurred with Our written consent, in respect of Your liability to a third party for damage to that third party's property as a result of the Use of Your Vehicle.

## 5. Non-owned vehicles

We will pay for Your liability arising from the use of any vehicle that is:

- a) not owned or supplied by You, and
- b) being driven by You or an Authorised Driver in connection with Your Business, and
- c) not covered under any other policy of insurance held by a third party or a policy required by law providing similar insurance to that provided under this additional benefit.

We will not pay for Your liability for loss or damage to such vehicle.

## 6. Towing disabled vehicles

We will pay for Your liability for damage to third party property occasioned whilst Your Vehicle is towing any disabled Vehicle provided the disabled Vehicle is not being towed for reward or financial gain.

## What we will not pay

We will not pay for any claims arising from:

### 1. Contract or agreement

any agreement or contract You enter into. If You would have been liable in the absence of such agreement or contract, We will pay for Your liability in accordance with cover provided under additional benefit 1. 'Contractual liability'.

### 2. Damage

any damage to property caused by or arising from or attributed to any material applied, or intended for application, to land or anything growing on the land.

### 3. Death or bodily injury

death or personal injury:

- a) to any member of Your Immediate Family or to any person ordinarily residing with You or with whom You ordinarily reside, or
- b) covered under a policy of insurance in respect of which You are, or any other person is, required by law to have in force at the time such liability is incurred, or
- c) covered under any policy in respect of which insurance is required by virtue of any statutory workers' compensation scheme.

### 4. Fines or punitive damages

any fines, or any punitive, exemplary or aggravated damages which a court awards against You or another person covered under this Policy.

### 5. Legal costs

legal costs and expenses incurred by You without Our written consent.

### 6. Other insurance

any liability in respect of a policy of insurance which You are, or any person is, required by law to have in force at the time such liability is incurred.

### 7. Property in care or control

any damage to any property owned by or in the care or control of a person covered under this Policy. The following property is not subject to this exclusion:

- a) employees' or visitors' vehicles and their contents while in a car park owned or operated by You
- b) any building that is both rented and occupied by You.

### 8. Territorial limits

any claim brought in any country outside Australia, or in a court within Australia exercising the jurisdiction of a country other than Australia.

### 9. Trailer, caravan or vehicle under tow

any damage to any trailer, caravan or disabled Vehicle being towed by Your Vehicle.

# General exclusions

## Applicable to all sections

### 1. Asbestos

We will not pay for loss, damage or liability caused by, or arising directly or indirectly from the use or presence of asbestos or asbestos products or asbestos contained in any products.

### 2. Communicable diseases

We will not pay for any loss, damage or liability directly caused by a Communicable Disease or the threat or perceived threat of any Communicable Disease.

### 3. Consequential loss

We will not pay for any consequential financial loss which results because You cannot use Your Vehicle. This means We will not pay for direct or indirect financial or economic loss including, but not limited to, loss of use or enjoyment, loss of profits or depreciation, except if specifically covered by this Policy.

### 4. Cyber and electronic data

We will not pay for loss, damage, liability, claim, cost or expense directly or indirectly caused by or contributed to by:

- a) errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system, or
- b) any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,

provided that this exclusion will not apply to physical loss or damage directly caused by an Event We cover You for under this Policy, except if caused by vandalism or a malicious act. For example, We will not cover You if Your Vehicle's GPS or security system cannot be used because of a cyber attack, but We will cover You for theft of Your Vehicle if it is stolen after Your Vehicle's security system is impacted by a cyber attack.

### 5. Dangerous goods

We will not pay for loss, damage or liability caused by, or arising directly or indirectly from:

- a) explosives or radioactive substances, in any quantity
- b) all Dangerous Goods if the manner in which they are transported does not comply with the Dangerous Goods Code.

### 6. Data loss

We will not pay for loss, damage, liability, claim, cost or expense directly or indirectly caused by or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of any data.

### 7. Deliberate act

We will not pay for loss, damage or liability cause by, or arising directly or indirectly from a deliberate act ordered or carried out by You, or by any person acting with Your permission, except when it is to avoid or reduce damage that would otherwise happen.

### 8. Excluded driver(s)

We will not pay for loss, damage or liability caused by, or arising directly or indirectly from:

- a) any person who does not have Your permission to be driving Your Vehicle, or
- b) any person who does not hold a valid licence required by law for driving Your Vehicle, or
- c) any person whose driving licence is not valid in the place where Your Vehicle is being used, or
- d) any person driving while under the influence of alcohol or any drug, or
- e) any person driving with an illegal amount of alcohol or any drug in their blood, or
- f) any person who refuses to be legally tested for alcohol or any drug.

However, if the person driving Your Vehicle is excluded above and You can show that:

- a) Your Vehicle was stolen or illegally driven without Your permission, or
- b) You could not reasonably have known that the driver was unlicensed or would be driving while affected by alcohol or a drug,

and the driver is not named as an Insured, We will still provide cover under this Policy to the Insured, but not to the driver. In these circumstances, the person driving has no protection under Your Policy. Where possible, We will try to recover from the driver any amount paid to You or on Your behalf.

### 9. Lawful removal

We will not pay for loss, damage or liability caused by, or arising directly or indirectly resulting from the lawful seizure of Your Vehicle or Your loss of the Vehicle by any other legal process or operation of law.

## 10. Other exclusions

We will not pay for loss, damage or liability caused by, or arising directly or indirectly from:

- a) Your Vehicle being used whilst in an unsafe or unroadworthy condition and that condition caused or contributed to the loss, damage or liability. However, this exclusion will not apply where You could not have detected the unsafe or unroadworthy condition following reasonable examination or enquiry. You will be deemed not to have conducted such reasonable examination or enquiry if You fail to have the Vehicle regularly serviced in accordance with its manufacturer's recommendations, or
- b) faults or defects known to You, or any employee whose knowledge in law would be deemed to be Yours, and not disclosed to Us at the time this insurance was arranged, or
- c) Your Vehicle being damaged in an Accident and You not taking reasonable steps to secure the Vehicle to prevent further loss or damage. This also applies if Your Vehicle is stolen, and then found, and You have been told where it is, or
- d) any Event that does not occur within the Period of Insurance.

## 11. Pollutants

We will not pay for loss, damage or liability caused by, or arising directly or indirectly from:

- a) death or bodily injury or property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water)
- b) death or bodily injury or property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances caused by any product that has been discarded, dumped, abandoned or thrown away by others
- c) the cost of removing, nullifying or cleaning up Pollutants or contaminated substances, or
- d) the cost of preventing the escape of Pollutants or contaminated substances.

This exclusion will not apply where the claim arises from a sudden, identifiable, unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance.

## 12. Radioactivity

We will not pay for loss, damage or liability caused by, or arising directly or indirectly from radioactivity, or from the use, existence or escape of nuclear fuel, material or waste, or the action of nuclear fusion.

## 13. Sanctions

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose Us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

## 14. Use of vehicle

We will not pay for loss, damage or liability caused by, or arising directly or indirectly from:

- a) carrying passengers for payment other than private car sharing arrangements or Your employer paying You a travelling allowance, or
- b) driving tuition for payment, or
- c) use for any illegal purpose, or
- d) use for any race, trial, contest, stunt or experiment, or
- e) Your Vehicle or a Substitute Vehicle being used in connection with the motor trade for experiments, tests, trials, demonstration or towing purposes, or
- f) letting Your Vehicle on hire or used for hire to others, or
- g) carrying goods unlawfully, or
- h) use of Your Vehicle in underground mines, mining shafts or tunnels that are not public roads, or
- i) used for any purpose other than that for which Your Vehicle was made, or
- j) Your Vehicle or a Substitute Vehicle, having a makers' specified carrying capacity exceeding 5 tonne and being used for transportation of liquid fuels, compressed or liquefied gasses, toxic chemicals, organic peroxides, explosives or any corrosive, oxidising, infectious or radioactive substances. This does not apply if they are used for Your Business and are not in breach of any relevant legislation, or
- k) Your Vehicle or a Substitute Vehicle, being used to carry a greater number of passengers or conveying, towing or lifting a load in excess of that for which the Vehicle was designed.

## 15. War or terrorism

We will not pay for loss, damage or liability caused by, or arising directly or indirectly from:

- a) war or warlike activities, which includes invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or seized power, or
- b) Act of Terrorism, or
- c) contamination by chemical and/or biological agents, which results from an Act of Terrorism.



# General conditions

## Applicable to all sections

### Cancellation

#### By you

You can cancel this Policy at any time. To do this You must ask Us in writing to cancel Your Policy. The Policy will end when We receive Your request.

#### By us

We can cancel this Policy if You do any of the following:

- make a misleading statement to Us when You apply for Your insurance
- fail to comply with the conditions of this Policy
- fail to pay the premium for this Policy
- are not fair and open in Your dealings with Us, or
- make a claim during the period of this Policy that is not true. The claim does not have to be under this Policy and can be with Us or another insurance company.

We may cancel this Policy if You:

- fail to notify Us of a change in the circumstances of the risk during the Period of Insurance if the change materially increases the risk under Your Policy, or
- do not do what We have told You that You are required to do.

If We cancel this Policy, We will tell You in writing.

### Change of ownership

If You dispose of Your Vehicle or give up any of Your ownership of it, Your cover comes to an end without notice. To obtain a refund, see how to cancel Your Policy under 'Cancellation' above.

### Instalment premium

When You take out insurance, You need to pay Your annual premium or any instalments by the due date specified on Your Schedule.

An instalment is unpaid if it cannot be deducted from Your nominated account or credit card.

If Your premium is overdue, We will send You a notice outlining the overdue amount and when it needs to be paid.

If Your premium remains unpaid after the time period specified in the notice We send, We will:

- cancel Your policy for non-payment, and
- refuse to pay any claim for an incident occurring after the cancellation date.

If You pay by instalment, We will send You a second notice either before cancellation informing You of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If You need to make a claim when Your Policy is overdue, and before Your Policy has been cancelled for non-payment, We will require You to pay the overdue amount as part of the claim settlement process. Alternatively, where the settlement method allows, We can reduce the settlement payment by the overdue amount.

If You have a Total Loss, We shall deduct the instalments for the remaining Period of Insurance from the amount We pay You.

### Joint insured

Any claim, statement, act or omission made by any one of the people named as the 'Insured' on Your Schedule or as defined under this Policy, is made by all of them.

### Return of premium

If Your Policy is cancelled before the due date:

- We will keep the premium that applies to the period that the Policy was in force, and
- We will return to You the premium that applies to the period from the date the Policy ended to the due date of the Policy.

### Total Loss

Where a Total Loss settlement has been made and We decide to pay the Market Value or if We pay for the replacement of Your Vehicle, then cover on Your Vehicle is fully used and Your Policy comes to an end without refund of premium.

However:

- if Your premium is payable by instalments, We will deduct any outstanding instalments for the remaining Period of Insurance from any amount We pay You.
- if Your claim is for an Accident and We are satisfied that the other driver was completely at fault, We will allow this Policy to continue for a replacement Vehicle. You only pay any extra premium We require (because of the change in risk or circumstances or type or value of Vehicle) for the time remaining on Your Policy.

### What you are required to do for us

Failure to do any of these things may affect Our decision to continue Your insurance cover. Changes to the Vehicle or circumstances of the risk may also affect Our decision to continue Your insurance cover.

- You must pay Us the premium for this insurance
- You must tell Us as soon as reasonably possible of any changes to:
  - the address where Your Vehicle is normally kept, and
  - the use of Your Vehicle, and
  - regular drivers who will drive Your Vehicle.
- You must tell Us as soon as reasonably possible of any:
  - Modifications that are made to Your Vehicle, and
  - Accessories that are added to Your Vehicle, and
  - driving or criminal offences that have been committed by anyone who regularly drives Your Vehicle. You do not need to tell Us about any parking offences that a regular driver may receive, and
  - drivers who regularly drive Your Vehicle that have their licence suspended, cancelled or restricted by endorsement.
- You must take reasonable precautions to prevent anything that could result in a claim under this Policy
- You must take reasonable steps to ensure that anyone doing anything on Your behalf obeys all relevant laws
- You and anyone who is insured by this Policy must comply with the conditions of this Policy.

### You cannot give your rights away

You cannot give anyone else an interest in this Policy without Our written consent.

# Claims procedures

## Applicable to all sections

### Excess: When and how much

An Excess is the amount You must pay towards every claim for each Vehicle insured by Your Policy.

We may reduce the amount We pay for Your claim by the Excess.

1. The Excess amount shown on Your Schedule applies to every claim.
2. The age Excess and inexperienced driver Excess amounts, if any, as shown on Your Schedule, apply (as below) only when Your Vehicle is actually being driven by people allowed to drive. They do not apply if Your Vehicle is not being driven, or if Your claim is for window damage only, fire, theft or storm damage.

- Age Excess:
  - under 19 years of age
  - 19 years of age and over and under 21 years of age
  - 21 years of age and over and under 25 years of ageYour Schedule may show different amounts for certain age groups.
- Inexperienced driver Excess:
  - 25 years and over and has been licensed in Australia for less than 2 years to drive the class of vehicle being driven.

Age Excess or inexperienced driver's Excess does not apply to a driver holding a valid learners permit and driving the Vehicle in accordance with the relevant state or territory regulations. However the age Excess or inexperienced driver's Excess will apply to the supervising driver of the Vehicle if the supervising driver, had they been the driver of the Vehicle, would have been subject to the age Excess or inexperienced driver's Excess.

3. Additional Excess

Other additional Excesses may be specified on Your Schedule.

Unless stated otherwise on Your Schedule, an additional Excess of \$500 applies if:

- a) any hydraulic lifting or tipping mechanism is operating on Your Vehicle or on an attachment to Your Vehicle
- b) any tarpaulins, gates or other load-securing devices are damaged or stolen, or
- c) Your Vehicle has a convertible roof or open top and You claim for damage to or theft of the roof material or anything inside the Vehicle. However, this does not apply in the event of an Accident.

4. Total Excess

The total Excess that applies to a claim is the Excess shown on Your Schedule, plus any age or inexperienced driver Excess, plus any additional Excesses that apply.

### How the Goods and Services Tax affects your claim

Where We make a payment under this Policy for the Acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any ITC that You are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) in relation to that Acquisition, whether or not that Acquisition is actually made.

Where We make a payment under this Policy as compensation instead of payment for the Acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any ITC that You would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) had the payment been applied to acquire such goods, services or other supply.

### How to make a claim

Please contact Your nearest CGU office or Your insurance intermediary when something happens that You believe You can claim for.

### What you must do when you make a claim

These are things that must be done by You and any other person covered by Your Policy. If these conditions are not followed, We may refuse a claim or reduce what We pay for Your claim. We may also decide to cancel Your Policy. The course of action We take when You fail to meet Your responsibilities will be considered in each circumstance based on what impact or effect Your failure caused or contributed to the claim or Our decision to issue Your Policy.

#### First

- Take all reasonable steps to prevent further loss or damage.
- Ask for the names, addresses and licence numbers of any other drivers involved, and registration numbers of the other vehicles involved.
- Tell Us about any prosecution or inquest that may be held.
- Send Us any document relating to Your claim as soon as reasonably possible of You receiving the document.
- Any theft or deliberate damage must be reported to the police as soon as reasonably possible.
- Do not admit fault, defend a claim, or make any offer or payment to anyone without Our agreement. Allow Us to do these things.
- Keep all damaged property to allow Us to inspect at a reasonable time and place if required.

#### Next

- Contact Us (or Your insurance intermediary) for help, or contact CGU on **13 24 80** (13 CGU 0). Claims can be lodged 24 hours a day, 7 days a week. Alternatively You can download a claim form from **www.cgu.com.au**.

## Other conditions

- Send Us anything You receive about an incident that resulted in a claim as soon as reasonably possible, or might result in a claim (even if You are not claiming for damage to Your Vehicle).
- Give Us reasonable help and information requested, which may include attending court to give evidence. You must do this even after We pay a claim, because We may try to recover Our payment from the responsible person or We may want to defend a claim that some other person has made against You. We will only request information and assistance where relevant to handling the claim and will explain why the information and assistance is required.
- Do not make any false statements in connection with Your Policy or any claim that You make.

## Rights of conduct and recovery

- If You have a right to claim against someone else for a claim You made under this Policy, You give Us Your rights to make that claim. You also give Us Your rights to conduct, defend or settle any legal action and to act in Your name. You must not do anything that prevents Us from doing this and You must give Us all the information and cooperation that We reasonably require.

## Repair of your vehicle

### Choice of repairer and control of repairs

You may choose a preferred repairer from the partnered repair network or Your own licensed repairer, but before repairs are authorised:

- a) You must obtain Our written agreement, and
- b) You must make Your Vehicle available for Our inspection at a reasonable time and place.

We reserve the right to:

- a) determine the method of repairs, and
- b) to make enquiries to ensure that the repairs are carried out satisfactorily and that the parts used for repairs are new or are consistent with the age and condition of Your Vehicle, and
- c) if required, seek an alternative competitive repair estimate.

## How a claim payment is calculated

The following examples are designed to illustrate how a claim payment might typically be calculated. It is assumed that the insured is registered for GST purposes. The examples do not cover all scenarios or all benefits and do not form a part of the Policy terms and conditions. They are a guide only.

### Section 1 – Damage to or theft of your vehicle

#### Repairs to your insured vehicle

We decide to repair Your Vehicle and We choose the repairer.

The Vehicle was towed from the scene of the Accident to the repairer. We authorised the tow the towing company invoice Us \$350. The cost of the repairs is \$5,000.

Your Excess is \$1,000. You are registered for GST You pay the \$1,000 Excess to the repairer.

We pay the repairer \$4,000 (\$5,000 less \$1,000). We pay the towing company \$350.

### Section 1 – Damage to or theft of your vehicle

#### Total Loss of insured vehicle – market value

We decide Your Vehicle is a Total Loss.

The Market Value of the Vehicle is \$25,000, which is less than the Sum Insured. The damaged Vehicle is worth \$3,000.

Your Excess is \$1,000. You are registered for GST.

We pay You \$21,727.27 (\$25,000 less \$2,272.73 ITC less \$1,000 Excess).

We retain the Vehicle.

#### Section 1 – Damage to or theft of your private vehicle or motorcycle listed on the schedule

##### Theft of your vehicle

Your Vehicle is stolen and recovered damaged 7 days later. The damage to the Vehicle is \$6,500.

A replacement vehicle was hired for 10 days at a cost of \$75 per day (total \$750).

Your Excess is \$1,000. You are registered for GST.

You pay the \$1,000 Excess to the repairer.

We pay the repairer \$5,500 (\$6,500 less \$1,000). We pay the hire car company \$750.

\*The hire car benefit is only payable per day up to 30 days, therefore 10 days are payable during which time repairs were completed.

### Section 1 – Damage to or theft of your vehicle

#### New vehicle option

We decide that Your Vehicle is a Total Loss.

Your Vehicle was only 2 months old from the commencement date of the original registration, was purchased new by You, has travelled 5,000 kilometres and has a maximum carrying capacity of less than 2 tonnes. The cost to Us of a new replacement Vehicle is \$50,000.

There is an Excess of \$1,000. New registration will cost \$850. You are registered for GST.

We pay to replace the Vehicle \$50,850 (\$50,000 plus \$850).

You pay Us a \$1,000 Excess, plus any outstanding premiums, plus any unused portion of registration and compulsory third party insurance from Your Vehicle that was a Total Loss.

### Section 2 – Legal liability

#### Damage to third party property

We or a court decide You are liable to pay repair costs of \$5,000 for damage to a third party vehicle.

We have paid \$1,500 to Our lawyers to defend the claim on Your behalf.

Your Excess is \$1,000.

We will pay the third party \$5,000. We will pay Our lawyers \$1,500. You must pay Us \$1,000 Excess.

# CONTACT DETAILS

**ENQUIRIES 13 24 81**

**CLAIMS 13 24 80**

## MAILING ADDRESS

**GPO BOX 9902 IN YOUR CAPITAL CITY**

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**CGU.COM.AU**

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### **SYDNEY**

GPO Box 244  
Sydney  
NSW 2001

### **MELBOURNE**

181 William St  
Melbourne  
VIC 3000

### **BRISBANE**

189 Grey St  
South Bank  
QLD 4101

### **PERTH**

46 Colin St  
West Perth  
WA 6005

### **ADELAIDE**

80 Flinders St  
Adelaide  
SA 5000



Insurer  
**Insurance Australia Limited**  
ABN 11 000 016 722 AFSL 227681  
trading as CGU Insurance