



Commercial Motor

Product Disclosure
Statement and
Policy Wording



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Important Information

A Quick Overview of this Insurance

This insurance is designed for businesses seeking insurance protection in relation to their motor vehicles.

You can apply for the following three types of cover:

- **Comprehensive Cover**

This is the most comprehensive cover **we** can offer and is principally designed to provide cover for:

- **accidental** loss of or damage (including theft) to **your vehicle(s)** as set out in Section 1 and additional benefits applying to that section. See pages 19–22; and
- liability for damage to other people's property and Additional Cover for Supplementary Bodily Injury (Legal Liability) as set out in Section 2 and additional benefits applying to that section. See pages 24–26.

- **Third Party Property Damage – Fire and Theft Cover
Optional Restriction**

This allows **you** to choose to restrict the broader **accidental** loss of or damage cover to **your vehicles** above and limit cover for loss of or damage to **your vehicle** caused only by:

- fire, lightning, explosion, theft, or illegal conversion; or
- an **accident** caused by an uninsured third party subject to certain conditions.

This is a very limited cover and the maximum amount **we** will pay is the lesser of the **market value** of **your vehicle** or \$5,000. See page 22.

You still get liability for damage to other people's property and Additional Cover for Supplementary Bodily Injury (Legal Liability) as set out in Section 2 and the additional benefits applying to that section. See pages 24–26.

- **Liability cover only**

This is only designed to provide cover for liability for damage to other people's property and Additional Cover for Supplementary Bodily Injury (Legal Liability) as set out in Section 2 and additional benefits applying to that section. See pages 24–26. It does not provide cover for **accidental** loss of or damage to **your vehicle** or the Third Party Property Damage – Fire and Theft cover as set out in Section 1.

With each cover option selected, a range of benefits are included. For details of these benefits and which cover they apply to, please refer to the Benefits of Cover Available table on pages 14–15.

Some Key Things to Understand

The following are some key things to understand.

About this document

This is an important document **you** must read carefully before making a decision to purchase this insurance.

It is also a Product Disclosure Statement under the Corporations Act 2001 (Cth) to the extent it provides cover to you as a retail client under the Corporations Act 2001 (Cth).

This document can help **you** to:

- decide whether this insurance will meet **your** needs; and
- compare it with other products **you** may be considering.

The **insurer** is responsible for the content of this document.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account **your** objectives, financial situation or needs. **You** need to decide if this insurance is right for **you**.

Who we insure

This insurance covers the persons/entities set out in the definition of "**You, Your**" in the Words with Special Meanings section page 18. They are referred to as you and your in the policy.

They are the persons/entities who enter into the contract with the **insurer**.

No insurance is provided in relation to the interest of any persons not specified as being entitled to benefit under the **policy**. Some third parties who are not **the insured** may be entitled to access a benefit.

Who is insuring you

The **insurer** of this insurance is Sompo Japan Insurance Inc. ABN 31 000 837 801 Incorporated in Japan (Sompo).

Sompo's contact details are;
Suite 602, Level 6, 50 Berry Street
North Sydney, NSW 2060
Telephone: 1300 0 SOMPO or 1300 076 676

Who acts for the insurer

SURA Pty Ltd (SURA) ABN 36 115 672 350 AFSL 294 313 acts under an authority given by **Sompo** to arrange, enter into, vary and dispose of this insurance and handle and settle claims in relation to it, on **Sompo's** behalf.

This means that SURA will be acting as agent for **Sompo**, not for **you**.

SURA's contact details are:

Level 14, 141 Walker Street
North Sydney, NSW 2060
PO Box 1813 North Sydney 2059
Telephone: 02 9930 9560

There are words with special meaning

See the Words with Special Meaning section on pages 16–18.

What you need to do when making any disclosures and answering questions

You must answer any questions **we** ask honestly and accurately and to the best of **your** knowledge.

When **you** first buy the insurance, apply to make any changes to it and on renewal **you** have a legal Duty of Disclosure explained below.

If **you** don't do the above, **we** may be able to refuse to pay or reduce a claim **you** make and/or cancel the **policy**, or treat it as if it never existed, subject to relevant law.

Some important things to understand about the cover

The standard cover **we** provide is set out in this document (subject to eligibility and acceptance by **us**). **We** may apply additional **terms** that affect this cover if **we** agree this with **you** or where permitted by law.

The cover and what **we** pay can be affected by things such as:

- exclusions which restrict the cover;
- compliance with any **terms/conditions we** apply which impose obligations on **you** and others who may be covered;
- limits (including time limits) **we** apply to the cover;
- **excess(es) you** have to pay in relation to a claim; and
- any recovery **you** or **we** may make in relation to the relevant loss.

You need to consider these things to see if the cover is right for **you** personally as **we** don't do this. **You** should seek advice to help **you** when needed.

What important documents you need to read and how confirmation of cover is issued

Where **we** agree to insure **you**, **we** confirm this by issuing a **policy schedule**. This contains details such as what or who **we** insure, what covers are provided and **your** contact details. Some special **terms** apply for renewals. See Renewal Procedure page 10.

This document, the **policy schedule** and any **endorsements we** agree with **you** will apply (which might change the standard **terms** of this document) form **your** agreement or contract with **us** (the "**policy**").

You need to read them together and keep them in a safe place for future reference. These are the **terms** on which **we** have agreed to provide insurance to **you**. Check they set out what **you** believe was agreed and that the information in them is accurate and up to date. If not, contact **us** immediately as this may adversely affect **your** right to cover.

The need to review suitability of cover on an ongoing basis

You should also review the appropriateness of the type of cover chosen and its **terms**, limits, and applicable **excess(es)** on a regular basis to ensure they remain appropriate (including on any renewal) for **your** personal needs and if not, contact **us**. If they are not, **you** may be underinsured and have to bear part of any loss **you** are not covered for **yourself**.

Make sure **you** tell **us** about any changes – See in particular Changes to Your Insurance Details – What You Must Tell Us on page 30.

Make sure you comply with your obligations under the policy once it is issued

The **policy terms** impose obligations on **you** that **you** need to meet such as:

- notifying **us** if certain things affecting the risk **we** have insured change. For example, if **you** sell **your vehicle** or in circumstances noted in Changes to Your Insurance Details – What You Must Tell Us page 30.
- taking certain action when an event that gives rise or may give rise to a claim occurs. For example, notifying **us** of this and taking reasonable precautions prevent injury, loss or damage – See in particular Making a Claim – What You Must Do page 32 and Prevention of Loss or Damage page 30 and Choice of repairer page 33.
- seeking **our** consent before taking certain action. For example, before **you** incur legal costs for liability claim see Legal Costs page 25 or start repairs.

What happens if you don't meet your obligations or an exclusion applies

If **you** don't meet **your** obligations under the **policy terms** (including if an exclusion applies) **we** may refuse to pay or reduce what we pay in relation to a claim and/or cancel **your policy**, subject to relevant law.

See When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim on pages 9–10 and Cancellation on page 31 for further information.

Cooling off period and cancellation rights

You have a cooling off period of twenty-one (21) days from the date **we** first issue **your policy** and also on any renewal. During this period **you** can return **your policy** and receive a refund of **your** premium unless:

- **you** have made a claim;
- an event has occurred that could give rise to a claim on **your policy**; or
- the **period of insurance** has ended.

We may deduct from **your** refund amount any government taxes or duties **we** cannot recover.

After the cooling off period has ended, **you** still have cancellation rights (refer to Cancellation for full details on page 31).

We can cancel where permitted by law see page 31. Make sure you understand the premium refund **terms** when the **policy** is returned or cancelled as set out in these provisions.

Making a claim

Our contact details are:

SOMPO Motor Claims
PO Box 1813
North Sydney, NSW 2059
Phone 02 99309510
claims@sompo.com.au

If **you** are represented by someone (e.g. a broker) speak with them in the first instance to see what assistance they can provide.

Make sure **you** start by reading and complying with the claims conditions on pages 32–34. If **you** don't, it may adversely affect **your** rights to cover under the **policy** and/or allow **us** to cancel the **policy**.

Complaints and Disputes

If **you** need to make a complaint see Complaints and Dispute Resolution on page 12.

Premium

This is what **you** need to pay in return for **us** issuing this insurance. **We** agree the premium with **you** and how and when it must be paid, before **we** issue insurance. See Your Premium on page 8 for more details.

Impact of acts of other insureds

If there is more than one insured on the **policy**, then anything that any of the other insureds say, do or omit to advise applies to and affects the rights to all of **the insureds**, unless **we** expressly state this is not the case in a **term**.

This is not all you need to know

This only provides some important information to be aware of. **You** must still need to read the **policy** for details of what **your** and **our** rights and obligations are under this insurance.

Your Premium

The amount of **your** premium is determined by taking a number of different matters into account. **You** can seek a quote at any time.

It is important for **you** to know that the premium varies depending on the information **we** receive from **you** about the risk to be covered by **us**. Based on **our** experience and expertise as an **insurer**, **we** decide what factors increase **our** risk and how they should impact on the premium.

The base premium **we** charge varies according to a number of factors including **your** risk profile. **Your** risk profile is based on a combination of factors that assist in determining the likelihood of a claim occurring in the policy year and the amount that the claim is likely to cost **us**. The factors that make up **your** risk profile include **your** relevant driving history and driving experience, relevant claims, and incident/**accident** history. Other factors are then taken into account, such as where the **vehicle** is located, the type of **vehicle** being insured and its condition, any accessories and **modifications**, the amount of cover required and excesses selected and relevant insurance, criminal and bankruptcy history.

Factors that increase the risk to **us** may result in a higher base premium whilst factors that decrease **Sompo's** risk may result in a lower base premium.

Your premium also includes amounts that take into account **our** obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST, Emergency and Fire Services Levy) in relation to **your policy**. These amounts will be set out separately on **your policy schedule** as part of the total premium payable.

In cases where **we** are required to pay an estimated amount (e.g. for Fire Services Levies) 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 but **we** will not adjust **your** premium because of this. **You** can ask **us** for more details if **you** wish.

Minimum premiums may apply.

When **you** apply for this insurance, **you** will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the **policy schedule**, which will be sent to **you** after the entry into the **policy**. If **you** fail to pay **we** may reduce any claim payment by the amount of premium owing and/or cancel the **policy**.

Duty of Disclosure**Your Duty of Disclosure**

Before **you** enter into this insurance with **us**, **you** have a duty of disclosure under the Insurance Contracts Act 1984.

The Act imposes a different duty the first time **you** enter into a contract of insurance with **us**, to that which applies when **you** vary, renew, extend or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or renewed, varied, extended or reinstated as applicable).

Your Duty of Disclosure When You Enter into the Contract with Us for the First Time

When answering **our** specific questions that are relevant to **our** decision whether to accept the risk of the insurance and, if so, on what **terms**, **you** must be honest and tell **us** anything that **you** know and that a reasonable person in the circumstances would include in answer to the questions. It is important that **you** understand **you** are answering **our** questions in this way for **yourself** and anyone else that **you** want to be covered by the contract.

Your Duty of Disclosure When You Renew the Contract

Where applicable, **we** will tell **you** what **your** renewal duty of disclosure is prior to each renewal.

Your Duty of Disclosure When You Vary, Extend or Reinstatement the Contract

When **you** vary, extend, or reinstate the contract with **us**, **your** duty is to tell **us** every matter that **you** know, or could reasonably be expected to know, is relevant to **our** decision whether to accept the risk of the insurance and, if so, on what **terms**.

What You Do Not Need to Tell Us

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by **us**; or
- that is of common knowledge; or
- that **we** know or, in the ordinary course of **our** business as an **insurer**, ought to know; or
- as to which compliance with **your** duty is waived by **us**.

Non-Disclosure

If **you** fail to comply with **your** duty of disclosure, **we** may be entitled to reduce **our** liability under the contract in respect of a claim, cancel the contract or both. If **your** non-disclosure is fraudulent, **we** may also have the option of avoiding the contract from its beginning.

When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim

We may refuse to pay or reduce the amount **we** pay under a claim to the extent permitted by law. The situations in which **we** may refuse to pay or reduce the amount **we** pay under a claim under the **policy** include (but are not limited to):

- a) when **you** apply for cover (this includes new business, variations and renewals) and **you** do not comply with **your** obligations regarding pre contractual disclosures and representations to **us** under the Insurance Contracts Act 1984 (Cth) (including where applicable the Duty of Disclosure – see Duty of Disclosure notice above); or
- b) if **you** do not comply with or meet a **term** or condition (including where an exclusion applies or other limitation) of the **policy** (all referred to as “**terms**” when used below) – see If You Do Not Comply with or Meet Any Policy Term below for more detail;
- c) if **you** make a fraudulent claim – see Fraudulent Claims below;
- d) where **you** have not or are not acting in accordance with **your** duty of utmost good faith under the Insurance Contracts Act 1984 (Cth) – see Duty of Utmost Good Faith below.

The amount of any claim entitlement can also be affected and/or reduced by any limits (including any time limits) or **excess(es)** that apply and recoveries **you** or **we** might make relevant to a loss. The **policy** sets out the relevant limits and **excess(es)** and when they apply to a claim.

If You Do Not Comply with or Meet Any Policy Term

We will only rely on any rights **we** have regarding the operation of or breach of a **term** of the **policy** to the extent permitted by law (including **our** right to refuse or reduce a claim noted above).

We provide some key examples below. **You** need to seek **your** own advice regarding all relevant legal rights **you** may have.

Terms Allowing Us to Refuse to Pay or Reduce a Claim (in Whole or Part) by Reason of an Act by You or Some Other Person that Occurred After the Policy was Entered Into

Subject to **our** rights in relation to Fraudulent Claims explained below, by reason of section 54 of the Insurance Contracts Act 1984 (Cth), where the effect of the **policy** (this includes all **terms** or conditions, including any exclusion or other limitation) is to allow **us** to refuse to pay or reduce a claim (in whole or part) by reason of an act by **you** or some other person that occurred after the **policy** was entered into, **we** will exercise **our** rights under the **policy** as explained below (refer to the Insurance Contracts Act 1984 (Cth) for full details).

Under section 54, an “act” by **you** or some other person includes an omission and inaction and an act or omission that has the effect of altering the state or condition of the subject-matter of the **policy** or of allowing the state or condition of that subject-matter to alter.

How We Exercise Our Rights Where Section 54 Applies (Unless There is a Fraudulent Claim).

- Where:
 - the act was necessary to protect the safety of a person or to preserve property;
 - it was not reasonably possible for **you** or the other person not to do the act; or
 - **you** prove no part of the loss that gave rise to the claim was caused by the act,

we will not refuse to pay or reduce the claim by reason only of that act.

- Where the act:
 - could not reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the **policy**; or
 - could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the **policy** but **you** prove that some part of the loss that gave rise to the claim was not caused by the act, **we** may not refuse to pay the claim, so far as it concerns that part of the loss but,

we can reduce **our** liability in respect of the claim by an amount that fairly represents the extent to which **our** interests were prejudiced, as a result of that act.

- Otherwise, where the act could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the **policy**, **we** may refuse to pay the claim.

Terms Allowing Us to Refuse to Pay or Reduce a Claim Because of Pre-Existing Defects or Imperfections Existing Before the Policy was Entered Into

Only where section 46 of the Insurance Contracts Act 1984 (Cth) is applicable to the **policy**:

- where a claim is made in respect of a loss that occurred as a result, in whole or in part, of a defect or imperfection in a thing; and
- at the time when the contract was entered into **you** were not aware of, and a reasonable person in the circumstances could not be expected to have been aware of, the defect or imperfection,

we may not rely on any provision included in the **policy** that has the effect of limiting or excluding **our** liability under the contract by reference to the condition, at a time before the **policy** was entered into, of the thing. This does not apply if the **policy** is in an excluded class of insurance to which section 46 does not apply. (Refer to the Insurance Contracts Act 1984 (Cth) for full details).

Fraudulent Claims

In all cases, where a claim is made fraudulently under:

- the **policy**; or
- the Insurance Contracts Act against us by a person who is not **the insured**,

we may refuse payment of the claim to the extent permitted by law. Under section 56(2) of the Insurance Contracts Act 1984 (Cth) a court may, if only a minimal or insignificant part of the claim is made fraudulently and non-payment of the remainder of the claim would be harsh and unfair, order **us** to pay, in relation to the claim, such amount (if any) as is just and equitable in the circumstances. (Refer to the Insurance Contracts Act 1984 (Cth) for full details).

Duty of Utmost Good Faith

- Section 13 of the Insurance Contracts Act 1984 (Cth) requires each party to the **policy** to act towards the other party, in respect of any matter arising under or in relation to it, with the utmost good faith.
- Section 14 of the Insurance Contracts Act 1984 (Cth) provides that if reliance by a party to the **policy** on a provision of the **policy** would be to fail to act with the utmost good faith, the party may not rely on the provision.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

Terms Apply to Extent Enforceable

A **term** (or part of a **term**) of the **policy** will be applied to the extent it is not unenforceable under relevant law.

Renewal Procedure

Before the end of **your period of insurance** we will send **you** a notice advising if **we** are prepared to renew this insurance and if so on what **terms**, including the cost. It is important to read this document as things can change.

If **you** don't want to take up the renewal offer or need to vary it or the information listed, contact **us** before the renewal.

Each renewal is a separate policy, not an extension of the prior **policy** and the cooling off period applies on each renewal.

Any optional benefits **you** have been provided with will be automatically included with any renewal offer **we** make unless **you** contact **us** and ask **us** to remove these optional benefits at renewal.

Limits on Assigning Your Rights

You cannot assign any benefits, rights or obligations under **your policy** unless **you** have **our** written permission to do so (such consent not to be unreasonably withheld).

Your representatives

If **you** want to appoint a representative to act on **your** behalf **you** must provide **us** with reasonable details, including the authority **you** wish to provide to them but **we** need to consent (such consent not to be unreasonably withheld).

Remuneration may be paid by **us** and in some cases to **your** representatives who arrange insurance for **you**. **You** can ask **us** and them for details.

Privacy Statement

In this Privacy Statement the use of “**we**”, “**our**” or “**us**” means Sompo Japan and SURA unless specified otherwise.

In this Privacy Statement the use of personal information includes sensitive information.

We are committed to protecting the privacy of the personal information that **you** provide to **us**.

The Privacy Act 1988 contains the Australian Privacy Principles which require **us** to tell **you** that **we** collect, handle, store and disclose **your** personal and sensitive information for the specific purpose of:

- deciding whether to issue a **policy**,
- determining the **terms** and conditions of **your policy**,
- compiling data to help develop and identify other products and services that may interest clients, and handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- a) whether the information or opinion is true or not;
- b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual’s racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given **us your** consent to collect, use and disclose **your** personal information in order to provide **you** with the relevant services and/or products.

When **you** give **us** personal information about other individuals, **we** rely on **you** to have made or make the individual aware that **you** will or may provide their personal information to **us** and the types of other parties and service providers **we** may provide it to, the relevant purposes **we** and the other parties and service providers will use it for, and how they can access it. If **you** have not done or will not do either of these things, **you** must tell **us** before **you** provide the relevant personal information to **us**.

We will protect **your** information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure and alteration. Some of the safeguards that **we** use are firewalls and data encryption, physical access controls to **our** data centres, and information access authorisation controls.

We disclose personal information to other parties and service providers whom **we** believe are necessary to assist **us** and them in providing the relevant services and/or products. For example, in handling claims, **we** may have to disclose **your** personal information to other parties and service providers such as **our** claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. **We** will limit the use and disclosure of any personal information provided by **us** to them to the specific purpose for which **we** supplied it.

We may disclose **your** personal information to **our insurers**, reinsurers, related entities and service providers overseas where it is reasonably necessary for, or directly related to, the functions, services or activities **we** provide to **you**. When **we** transfer **your** information to other countries, including countries which may not have data protection laws that provide the same level of protection that exists in Australia, **we** will protect the information as described in this Privacy Policy.

If **you** do not provide the personal information requested and/or do not provide **us** with **your** consent to the use and disclosure of **your** personal information as set out in this Privacy Statement, **your** insurance application may not be accepted, or **we** may not be able to administer **your policy**, or **you** may be in breach of **your** duty of disclosure, the consequences of which are set out under the heading Duty of Disclosure in this document.

We will notify **you** as soon as possible if **your** personal information is involved in a data breach that is likely to result in serious harm to **you**.

If **you** would like a copy of **our** Privacy Policies, would like to seek access to or correct **your** personal information, opt out of receiving materials **we** send, complain about a breach of **your** privacy or **you** have any query on how **your** personal information is collected, stored or used, or any other query relating to **our** handling of **your** personal information, please contact **us**.

General Insurance Code of Practice

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

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

For further information on the Code and how it assists **you**, please visit www.codeofpractice.com.au.

For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au>.

You can obtain more information on the Code of Practice and how it assist **you** by contacting **us**.

Complaints and Dispute Resolution

Our Complaints Process

We view seriously any complaint made about **our** products or services and will deal with it promptly and fairly.

If **you** have a complaint please first try to resolve it by contacting the relevant member of **our** staff.

If the matter is still not resolved, please then contact **our** Internal Disputes Resolution Officer on (02) 9930 9500, or by email at IDR@Sompo.com.au or by writing to **us** at the address for **Sompo** given above. They will seek to resolve the matter in accordance with the General Insurance Code of Practice and **our** Dispute Resolution procedures.

You can contact **us** if **you** want more information on **our** procedures.

If **you** are not satisfied with the final decision, **you** may wish to contact the Australian Financial Complaints Authority (AFCA).

AFCA

The AFCA is a free independent external disputes resolution service provided to customers to review and resolve complaints, subject to its rules or terms of reference.

For details **you** can visit their website at www.afca.org.au or contact them:

Australian Financial Complaints Authority

PO Box 3

Melbourne, VIC, 3001

Telephone: 1800 931 678

Email: info@afca.org.au

You may refer a complaint to the AFCA at any time. Time limits apply. For example, AFCA may not consider **your** complaint referred to AFCA more than 2 years after **we** provide a final IDR response to **you**, unless AFCA considers special circumstances apply. If in doubt, contact AFCA.

If AFCA tells **you** that under its Rules it cannot assist **you** or consider **your** dispute, then **you** can seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **you**.

Governing Law

Your policy is governed by the law of the state of Australian State or Territory where **your policy** is issued.

Financial Claims Scheme

In the unlikely event Sompo Japan Insurance Inc. were to become insolvent and could not meet its obligations under the **policy**, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

Phoning for More Assistance and Confirmation of Transactions Facility

If **you** need to clarify any of the information contained in this document or **your** other **policy** documents, wish to confirm a transaction (e.g. the issue variation or disposal of this insurance) or **you** have any other queries regarding **your** insurance **policy**, please use the contact details on the back cover.

Notices

Any communications to **us**, including notices as provided for or required under the **policy**, must be sent to **Sompo**.

We will send all notices in relation to the **policy** to:

- **the insured's** nominated insurance intermediary until **we** receive written notice to the contrary from the named insured; or
- if there is no nominated insurance intermediary, **the insured**, acting on the behalf of **you**.

Any notice **we** give **the insured** will be in writing, and it will be effective:

- if it is delivered to **the insured** or their nominated insurance intermediary; or
- if it is delivered or posted to **the insured's** address or **the insured's** nominated insurance intermediary address last known to **us**.

It is important for **the insured** to tell **us** of any change of address as soon as possible.

Updating the PDS

We may need to update the PDS from time to time if certain changes occur when required and permitted by law. **We** will issue **you** with a new PDS or a supplementary PDS or other compliant document (for example **schedules**, and/or **endorsements**) to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, **we** may issue **you** with notice of this information in other forms or keep an internal record of such changes. A paper copy will be given, or an electronic copy made available without charge on request.

Benefits of Cover Available

The following is a summary of benefits available under Section 1 – Loss of or Damage to Your Vehicle and Section 2 – Liability cover where noted as applicable to the Section.

Additional Benefits Applicable to Section 1 – Loss of or Damage to Your Vehicle

Cover	Summary of cover available	Benefits	Page number
Accommodation and Travelling Expenses	The reasonable costs for essential temporary accommodation or travel to complete the journey or return to point of departure.	Up to a maximum of \$3,000 any one event.	19
Automatic Additions and Deletions	Cover for any replacement or additional registered vehicles acquired by you during the period of insurance .	Up to \$150,000 any one vehicle .	19
Automatic Trailer Cover	Cover for any two wheeled or box trailer owned by you whilst it is attached to your vehicle .	Up to a maximum of \$1,000 any one accident .	19
Chains, Gates, Ropes and Tarpaulins	Cover for theft of any chains, gates, ropes or tarpaulins as a result of theft of your vehicle .	Up to a maximum of \$5,000 any one event.	19
Emergency Repairs	Reimbursement for repairs to enable you to drive your vehicle .	Up to a maximum of \$1,000 any one accident .	19
Emergency Services Cover	Cover for charges imposed by the fire brigade, police or any emergency services.	Up to a maximum of \$20,000.	19
Emergency Vehicle Hire	Cover for a hire vehicle when your vehicle is damaged in an accident and cannot be driven.	Up to \$100 a day for 2 consecutive days.	20
Employees Vehicles	Cover for employees vehicles whilst being used in connection with your business.	Up to a maximum of \$50,000 any one accident .	20
Finance Pay-out – Total Loss	Covers the difference between the market value and the residual value after a total loss .	Up to a maximum of 25% above the market value .	20
Funeral Expenses	Cover for funeral expenses following the death of your driver.	Up to a maximum of \$10,000 any one event.	20
Hire Costs Following Fire and Theft	Cover for a hire vehicle when your vehicle is damaged by fire or theft.	Up to a maximum of \$3,000.	20
Modification to Vehicle	Cover for costs to modify your vehicle if its driver is permanently disabled.	Up to a maximum of \$5,000 any one event.	20
New for Old Replacement Vehicle	New vehicle replacement where your vehicle is declared a total loss .	For vehicles within their first 2 years of registration.	20
Personal Property	Cover for loss or damage to personal property .	Up to a maximum of \$1,000 any one theft or accident .	20
Recovery Cost – No Damage	Cover for recovering your vehicles where there has been no damage sustained.	Up to a maximum of \$5,000.	21

Cover	Summary of cover available	Benefits	Page number
Re-keying and Re-coding	Cover for the cost to re-code your vehicles locks if your keys are stolen.	Up to a maximum of \$1,000 any one vehicle or \$10,000 any one event.	21
Removal of Basic Excess for Windscreen Claims	Removal of basic excess where your vehicles windscreen or window glass is accidentally broken.		21
Removal of Debris	Cover for costs to clean up debris from goods falling or leaking.	Up to a maximum of \$10,000.	21
Sign Writing	Cover for the costs to reinstate any sign writing or artwork.	Up to a maximum of \$5,000 any one event.	21
Tools of Trade	Cover for loss or damage to your tools.	Up to a maximum of \$1,000.	21
Towing	Cover for costs to protect and tow your vehicle .	Up to a maximum of \$5,000.	21
Unspecified Accessories	Loss or damage to any equipment or apparatus as maintained by you .	Up to a maximum of \$5,000 any one event.	21
Vehicle being Transported	Cover for loss or damage when your vehicle is being transported by road, rail, sea or air between any places in Australia and New Zealand.		22
Vehicle Return	Cover for additional costs to return your vehicle to its original destination or point of departure.	Up to a maximum or \$5,000 any one event.	22

Additional Benefits Applicable to Section 2 – Liability Cover

Cover	Summary of cover available	Benefits	Page number
Falling Goods	Your liability if a third party's property is damaged by falling goods from your vehicle .	Up to the limit of liability.	24
Legal Costs	Your legal costs in defending your legal liability for any vehicle not owned by you while that vehicle is being used in connection with your business.	Up to the limit of liability.	25
Loading or Unloading	Your liability if a third party's property is damaged by the loading or unloading of goods from your vehicle .	Up to the limit of liability.	24
Non Owned Vehicle Liability	Your legal liability for any vehicle not owned by you while that vehicle is being used in connection with your business.	Up to the limit of liability.	24
Substitute Vehicle	Accidental damage to a third party's property caused by you driving a vehicle not belonging to you whilst your vehicle can not be used because it is undergoing repairs.	Up to the limit of liability.	24
Uninsured Motorists	Cover for damage to your vehicle caused in an accident with an uninsured driver.	Up to a maximum of \$5,000.	26

Words with Special Meaning

The following key words and **terms** used in the **policy** which appear in **bold** (other than in headings) have a special meaning that appear below. Other words may be specially defined to have a meaning when used in relation to a **policy** section, **term** or condition.

Accident/accidental/accidentally means a sudden **event** which is an unintended or unforeseen happening and is not expected or designed by **the insured** person.

Note: A single **event** or series of related **events** will be treated as one **accident** under the **policy** for the purpose of applying **excess(es)** and any limits.

Agreed value means the amount shown in **your policy schedule** for which **we** agree to cover **your vehicle** where **you** have Comprehensive Cover.

Aircraft means anything made or intended to fly or move in or through the air or space other than model **aircraft**.

At fault means where **you** or the driver of **your vehicle**:

- are responsible for the **accident**; or
- contributed to the cause of an **accident**.

Attachment means an item of machinery that:

- is shown on **your policy schedule**; and
- is permanently attached to **your vehicle**.

Caravan or **trailer** means the registered **caravan** or **trailer** shown in **your policy schedule**.

Caravan or **trailer** does not include:

- a caravan permanently on site or which is used as a permanent residence, or
- a motorised caravan, campervan, or motor home.

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

- 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, and;
- 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 or between organisms, and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Covered Accident means **accidental** loss or damage to **your vehicle** that is covered under Section 1 Accidental Loss of or Damage Cover in accordance with the **policy terms**.

However, if **your policy schedule** shows **you** have restricted Third Party Property Damage – Fire and Theft Cover, the reference to a **covered accident** is only to the limited cover for an **accident** provided under the restricted Third Party Property Damage – Fire and Theft cover on page 22.

Covered theft means theft of **your vehicle** that is covered under Section 1 Accidental Loss of or Damage Cover in accordance with the **policy terms**.

However, if **your policy schedule** shows **you** have restricted Third Party Property Damage – Fire and Theft cover, the reference to a **covered theft** is to the limited theft cover under the restricted Third Party Property Damage – Fire and Theft cover on page 22.

Covered fire means **accidental damage** to **your vehicle** by fire that is covered under Section 1 Accidental Loss of or Damage Cover in accordance with the **policy terms**.

However, if **your policy schedule** shows **you** have restricted Third Party Property Damage – Fire and Theft cover, the reference to a covered fire is only to the limited cover for fire provided under the restricted Third Party Property Damage – Fire and Theft cover on page 22.

Cyber Loss means any loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

Cyber Incident means:

- any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
- any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **the insured** or any other party.

Damage or **damaged** means physical loss or destruction.

Dangerous goods means substances which are shown in the Australian Code for the Transport of Dangerous Goods by Road or Rail as per each respective State or Territory in which your business operates or any equivalent or replacement of.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

Endorsement means a change in the **terms** and conditions of this insurance agreed to by **you** and **us**.

Employee(s) means a person(s):

- employed by **you**;
- apprenticed to **you**;
- deemed to be **your employee** by any applicable law;
- hired or seconded from another party by **you**; or
- an executive director or officer of **your** business.

Event means a single **event** or series of related **events**.

Excess means the relevant **excess** amount(s) shown in the **policy schedule** which **you** must pay as a contribution to **your** claim under **your policy**.

A basic **excess** will apply separately to each **vehicle** and each claim on that **vehicle** (see Making a Claim section for details pages 32–34).

Family means:

- **your** spouse, **your** partner or **your** de facto who lives with **you**;
- **your** parents or parents-in-law who live with **you**;
- **your** children and children of **your** spouse, partner or de facto (not being **your** children) who live with **you**;
- **your** brothers or sisters who live with **you**

Gross vehicle mass means the maximum legally allowed weight of **your vehicle** and the goods it can legally carry.

Malicious damage means intentional **damage** done to **your vehicle** by someone else without **your** consent.

Market value means the cost to replace **your vehicle** with a vehicle of the same make, model, age and condition as **your vehicle** immediately prior to the loss or **damage** but excluding costs and charges for vehicle registration, compulsory third party insurance, stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

Modification means any enhancement which affects the value, safety, performance or appearance of **your vehicle** that is different from the manufacturer's specifications.

Non-standard accessories means accessories or equipment fitted after the manufacture of **your vehicle** or at the time of manufacture as an optional extra.

Period of insurance means the period of time commencing on the effective date stated in the **policy schedule** and ending on the expiry date stated in the **policy schedule** unless ending earlier in accordance with the **policy** or law. Each renewal gives rise to a new contract and new **period of insurance** which is separate to any prior **period of insurance**.

Personal property means personal items owned by **you** which are designed to be worn or carried, but not:

- cheques, money, credit cards or negotiable instruments;
- firearms;
- mobile phones;
- tools or items used in connection with a business or occupation; or
- personal music devices, or portable global positioning systems (GPS).

Policy means this document, the **policy schedule** and any **endorsements we** agree with **you** will apply (which might change the standard **terms** of this document).

Policy schedule means a document of that name which shows **your policy** number, details of **your** cover, **period of insurance**, any options **you** have and any **excess you** must pay. It is part of **your policy** and should be read in conjunction with the other documents that form **your policy**.

Standard accessories means **standard accessories**, tools, equipment and spare parts fitted to **your vehicle** by the manufacturer of **your vehicle**.

Sum insured means the **sum insured** stated in **your policy schedule** exclusive of GST.

Substitute vehicle means a vehicle similar to **your vehicle** which has been hired or borrowed because **your vehicle** is being repaired, serviced or is not drivable because of a mechanical breakdown. It does not include a vehicle that is subject to a self-drive hire agreement.

Term(s) means any **term**, condition, provision or exclusion or limitation (including limitation based on a period of time or monetary amount).

Total loss means when, in **our** opinion, the **vehicle** or **trailer** is so badly **damaged** as a result of a **covered accident** that it would not be either safe or it is **uneconomical to repair**, or when it has not been found within 14 days of **you** reporting its **covered theft to us**.

Uneconomical to repair means when the cost of repairs to **us** plus the salvage value is greater than the:

- **replacement cost** where a **total loss** gives **you** the right to a replacement vehicle under the **policy**; or
- **agreed value** – if **your vehicle** is insured for an **agreed value**; or
- **market value** – if **your vehicle** is insured for **market value**, unless otherwise notified to **you** by **us** in writing.

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

- described on **your policy schedule** or other documents forming the **policy**; or
- otherwise specifically covered by the **policy**; and

it also includes:

- **standard accessories**, built in entertainment or multimedia audio or satellite navigation equipment attached to or within them; and
- any agreed **non-standard accessories, attachments or modifications** which are not covered above which are noted on **your policy schedule** as specifically covered by the **policy**.

Where **you** are using a **substitute vehicle** the reference to a **vehicle** in the other **terms** of the **policy** as they apply in relation to the Legal Liability Covers includes the **substitute vehicle** (not the cover for **accidental** loss or **damage** to **your vehicle**).

We, our, Sompo, insurer or **us** refers to the **insurer** Sompo Japan Insurance Inc. ABN 31 000 837 801 (incorporated in Japan) of Suite 602, Level 6, 50 Berry Street North Sydney NSW 2060.

You, your or **the insured** means the person(s) named in the **policy schedule** as **the insured** that **we** enter into the **policy** with.

Interpretation

In the **policy**:

- headings are for convenience only and do not affect interpretation;
- and unless the context indicates a contrary intention:
- a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- “includes” in any form is not a word of limitations; and
- a reference to “\$” or “dollar” is to Australian currency.

SECTION 1 – Loss of or Damage to Your Vehicle

1. Accidental Loss of or Damage Cover

We will cover **you** for **accidental** loss (including theft and **malicious damage**) or any other type of **accidental damage** which happens to **your vehicle** during the **period of insurance**.

Where New for Old Replacement Vehicle benefit on page 20 does not apply, at **our** option (acting reasonably) **we** will:

- repair **your vehicle**; or
- pay **you** the reasonable cost of repairing **your vehicle**; or
- pay **you** the **market value** of **your vehicle** when the **policy schedule** shows that **your vehicle** is insured for **market value**; or
- pay **you** the **agreed value** of **your vehicle** when the **policy schedule** shows that **your vehicle** is insured for an **agreed value**.

The **policy schedule** will show if **your vehicle** is insured for **market value** or **agreed value**.

Further **we** will adjust **your** claims payment in accordance with the GST provision shown under GST Notice.

Where the New for Old Replacement Vehicle benefit on page 20 applies we will act in accordance with that benefit.

A single event or series of related **events** will be treated as one event or **accident** under the **policy** for the purpose of applying **excess(es)** and any limits.

The above cover is provided subject to the other **terms** of this section and the **policy** (including those relating to limits and **excess(es)**).

2. Additional Benefits Applicable to this Section

We will pay **you** the additional benefits, providing the loss or **damage** exceeds the relevant **excess(es)** payable by or applicable to **you**.

Unless **we** have stated differently under one of the additional benefits listed below, any payment **we** may make under this section will be paid in addition to any amount payable for the **accidental** loss of or damage to **your vehicle**.

Before **you** incur costs **you** wish to claim for, make sure **you** contact **us** first or it may adversely affect **your** right to claim. See When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim on page 9 for more detail.

Accommodation and Travelling Expenses

If **your vehicle** is on a journey and:

- is **damaged** in a **covered accident** and unable to be safely driven; or
- is lost through a **covered theft** and not found within a reasonable time, **we** will pay the reasonable cost for essential temporary accommodation or travelling expenses incurred by **you** to complete the journey or return to the point of departure, up to a maximum of \$3,000 for any one **event**.

Automatic Additions and Deletions

We will cover any replacement or additional registered **vehicles** acquired by **you** during the **period of insurance** provided that:

- such vehicles are of a similar type to **vehicles** insured by **you** at the commencement of the **period of insurance**;
- **you** notify **us** within 30 days of purchasing or leasing any vehicle;
- cover will not exceed a maximum **sum insured** of \$150,000 any one **vehicle** unless notified by **us** in writing; and
- **you** pay **us** any additional premium **we** require.

Automatic Trailer Cover (Section A)

We will pay for any loss of or **damage** to any two wheeled or box **trailer** owned by **you** which weighs less than 2 tonne, and which occurs while it is attached to **your vehicle** at the time of the **covered accident**. The maximum **we** will pay in respect of any one **event** is the lesser of the **market value** or \$1,000.

Chains, Gates, Ropes and Tarpaulins

We will pay for claims for theft of any chains, gates, ropes or tarpaulins which are attached to or within **your vehicle** when they are lost as a result of a **covered theft** of **your vehicle**, up to maximum of \$5,000 any one **event**.

Emergency Repairs

We will reimburse **you** for the cost of emergency repairs which may be necessary to enable **you** to drive **your vehicle** to point of departure after it is involved in a **covered accident**.

The maximum **we** will pay in respect of any one **event** is \$1,000.

Emergency Services Cover

Following a **covered accident**, **we** will pay up to \$20,000 for **your** liability for charges imposed by the Fire Brigade, Police or any other authority.

Emergency Vehicle Hire

Where **your vehicle** is a sedan, station wagon, four wheel drive, panel van or utility and **your vehicle** is **damaged** in a **covered accident** and cannot be safely driven, **we** will:

- arrange for **you** to be provided with a rental car but the maximum daily rental charge **we** will pay is \$100 and any additional charges incurred, other than the daily rental rate, for any such rental are excluded; or
- if a rental car is not available, pay **you** a daily travel allowance of \$100,

for up to two consecutive days whilst the **vehicle** cannot be safely driven from the date when the **covered accident** is reported to **us**.

Employees Vehicles

We will extend cover under the Accidental Loss of or Damage Cover to an **employee** owned vehicle whilst being used in connection with **your** business and with **your** consent. However, if there is any other insurance for the same covered event at the time of the **accident** **we** will only pay for any amount in excess of the limit of indemnity under the other insurance.

The maximum cover **we** will pay in respect of any one **event** is \$50,000.

Finance Pay-out – Total Loss

Where **your vehicle** is subject to any lease, hire agreement or financial agreement through a financial institution and suffers a **total loss**, **we** will cover **you** or the finance provider for the difference between the residual value under the contract and the **market value** of the **vehicle** to a maximum of 25% of the **market value** less any payments and interest in arrears at the time of loss, and less any discount in respect of finance charges and/or interest for the unexpired term of the lease hire agreement or financial agreement. However, **we** will not pay if **we** are not required to do so by the finance provider.

Funeral Expenses

We will pay for funeral expenses associated with:

- a) burial and cremation of the driver; and
- b) the travel costs of any immediate **family** members of the driver,

following the death of the driver of **your vehicle** which is caused as a direct result of the **covered accident** up to a maximum of \$10,000 for any one event less any amount payable by any **accident** compensation authority or medical fund.

Hire Costs Following Fire and Theft

Where **your vehicle** is a sedan, station wagon, four wheel drive, panel van or utility and the loss or **damage** is caused by a **covered fire** or **covered theft** and this has been reported to **us** and to the police, **we** will:

- arrange for **you** to be provided with a rental car but the maximum daily rental charge **we** will pay is \$150 and any additional charges incurred, other than the daily rental rate, for any such rental are excluded; or
- if a rental car is not available, pay **you** a daily travel allowance of \$30,

until recovery of the **vehicle** subject to the following.

The most **we** will pay under this benefit in relation to any one **vehicle** during the **period of insurance** for all **events** is a maximum of \$3,000.

Modification to Vehicle

We will pay for costs incurred to modify **your vehicle** if its driver is permanently disabled as a direct result of injuries received in the **covered accident** up to a maximum of \$5,000 for any one **event** less any amount payable by any accident compensation authority or medical fund.

New for Old Replacement Vehicle

Where **your vehicle** is a sedan, station wagon, four wheel drive, panel van, utility or goods carrying vehicle under 2 tonne **gross vehicle mass** and is declared a **total loss** within two years of its first registration, **we** will at **your** option (and with the consent of any financier where applicable) replace the **vehicle** with a new vehicle of the same make, model, series and accessories (subject to local availability). If a replacement vehicle is not currently available, **we** will pay **you** either the **market value** or **agreed value** of **your vehicle**, whichever is shown in **your policy schedule** as being applicable to the **vehicle**, less any applicable **excess(es)**.

Personal Property

We will pay for **accidental** loss of or damage to **personal property** belonging to the custodian of the **vehicle** which is:

- **damaged** in a **covered accident** involving **your vehicle**;
- stolen from **your** locked **vehicle**; or
- stolen at the same time as a **covered theft** of **your vehicle**.

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

The maximum **we** will pay in respect of any one **event** is \$1,000.

Recovery Cost – No Damage

We will pay for the costs of recovery or removal of **your vehicle** following it becoming unintentionally immobilised on a work site or in a physical situation whilst being used as part of **your** normal business operations.

The maximum **we** will pay for any one **event** and all **events** combined for all insured **vehicles** during the **period of insurance** is \$5,000.

We will not pay where immobilisation occurs as a result of electronic, electric or mechanical failure or malfunction or normal wear and tear.

Re-keying and Re-coding

If during the **period of insurance**, the keys to **your vehicle** are stolen or there are reasonable grounds to believe the keys have been illegally duplicated, **we** will pay for the replacement of **your vehicle's** keys and the necessary re-coding of **your vehicle's** locks.

The maximum amount **we** will pay is:

- the amount by which the cost to re-key and/or re-code **your vehicle** exceeds the basic **excess** payable for the claim, up to a maximum amount of:
 - \$1,000 per **vehicle** any one **event**; or
 - \$10,000 any one **event** in relation to all insured **vehicles** during the **period of insurance**.

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 an **employee**, **family** member, invitee or person who resides with you; and
- **you** are not entitled to cover under any other policy entered into by a third party or required by law.

Removal of Basic Excess for Windscreen Claims

If **your vehicle** is a sedan, station wagon, four wheel drive, panel van, utility or goods carrying vehicle under 2 tonne **gross vehicle mass** and the windscreen or window glass or sun roof in **your vehicle** is **accidentally** broken or **damaged**, **we** will not apply an **excess** to **your** claim provided:

- a) the fracture extends through the entire thickness of the glass or, in the case of laminated windscreens, the fracture extends through all layers of the windscreen; and
- b) the broken windscreen or window glass is the only **damage** to **your vehicle**.

Removal of Debris

We will pay **you** for costs incurred for the clean-up and removal of **your vehicle** debris resulting from goods falling or leaking from **your vehicle** after a **covered accident**. The maximum **we** will pay for any one **event** is \$10,000.

Sign Writing

We will pay for any loss of or **damage** to fixed advertising or other advertising material forming a permanent part of **your vehicle**, where reinstatement is required. The maximum **we** will pay for any one event is \$5,000.

Tools of Trade

We will pay for loss of or **damage** to **your** tools of trade, trade stock and trade material:

- that are stolen via forcible and violent entry to **your** securely locked **vehicle** and/or toolbox, permanently fixed to **your vehicle** during the **period of insurance**; or
- as a result of a **covered accident**.

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

Towing

When **your vehicle** is **damaged** in a **covered accident** and it is not roadworthy or safe to drive or needs to be held in storage, **we** will pay the reasonable costs of:

- one tow to get **your vehicle** from the scene of the **accident** to:
 - the nearest repairer or such other repairer agreed to by **us** (such agreement not to be unreasonably withheld); or
 - another location nominated or agreed by **us** (such agreement not to be unreasonably withheld);
- storing **your vehicle**.

If **your vehicle** needs to be towed more than once, **we** will decide which tow to pay.

We recommend **you** speak with **us** if possible before organising any towing or storage to avoid issues as to whether the towing or storage costs are reasonable.

Unspecified Accessories

We will pay for loss of or **damage** arising from a **covered accident** to **non-standard accessories**, **attachments** or **modifications** (excluding mobile phones, hoists and cranes and those components that are fitted to the **vehicle**) that are not covered as **non-standard accessories**, **attachments** or **modifications** specified on **your policy schedule**.

The maximum amount **we** will pay for loss or **damage** to such **non-standard accessories, attachments and modifications**, for any one **event**, is up to \$5,000.

Vehicle being Transported

We will pay for **accidental** loss of or damage to **your vehicle** which occurs during the **period of insurance** while it is being transported by road, rail, sea or air between any places in Australia and New Zealand. This cover will not apply where more than one **vehicle** is being transported in any one conveyance.

Vehicle being Transported by Ship

If **your vehicle** is being transported by sea between places within Australia or New Zealand during the **period of insurance**, **we** will pay **your** contribution for general average and salvage charges where such maritime conditions apply up to the **sum insured** or **market value** whichever is the lesser, whether or not loss or **damage** is suffered by **your vehicle** under Section 1.

Vehicle Return

Where **your vehicle** is a sedan, station wagon, four wheel drive, panel van or utility and as a result of a **covered accident** is unable to be driven, **we** will pay up to a maximum of \$5,000 any one **event** for:

- a) removing and relocating **your vehicle** to the nearest repairer approved by **us** (such consent not to be unreasonably withheld); or
- b) delivering **your vehicle** to **your** usual place of garaging after repair or recovery.

Restrictive cover option available under this Section 1

Third Party Property Damage – Fire and Theft Cover

Where **your vehicle** is a sedan, station wagon, four wheel drive, panel van or utility and **your policy schedule** shows that Third Party Property Damage – Fire and Theft Cover applies, **we** only cover **you** under and in accordance with Section 1 for loss or **damage** caused by:

- fire, lightning, explosion, theft or illegal conversion; or
- an **accident** caused by an uninsured third party, provided:
 - the **accident** which gave rise to the claim was the fault of the driver of the other vehicle;
 - **you** can supply the name, address and registration of that driver or any other information that would reasonably allow **us** to identify the person so that **we** can exercise **our** rights of recovery; and
 - the other vehicle was uninsured.

The maximum amount **we** will pay if **you** take this restrictive option is the lesser of the **market value** of **your vehicle** or \$5,000.

Specific Options Available Under Section 1 – Loss of or Damage to Your Vehicle

Your policy schedule will show if the **policy** option is applicable.

Where applicable, this option only applies in relation to **accidental** loss of or damage **vehicle** that is covered under Accidental Loss of or Damage Cover (not the restricted Third Party Property Damage – Fire and Theft Cover), provided the loss or **damage** exceeds the relevant **excess(es)** payable by **you**.

Hire Costs Following an Accident

Where **your vehicle** is a sedan, station wagon, four wheel drive, panel van or utility and is subject to a **covered accident** we will:

- arrange for **you** to be provided with an equivalent rental vehicle for up to 42 days but the maximum daily rental charge **we** will pay is \$150 and any additional charges incurred, other than the daily rental rate, for any such rental are excluded; or
- if an equivalent rental vehicle is not available, pay **you** a daily travel allowance of \$30,

until **you** take possession of **your vehicle** or the settlement of the claim.

The most **we** will pay under this benefit in relation to any one **vehicle** during the **period of insurance** for all **events** is a maximum of \$3,000.

3. Specific Exclusions Applicable to this Section

Please note: If an exclusion applies **we** may refuse or reduce what we pay in relation to a claim and/or cancel **your policy**, subject to relevant law. See in particular, When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim on page 9 and Cancellation on page 31 for further information.

Under Section 1 (including in relation to any limited cover for Third Party Property Damage – Fire and Theft if applicable) **we** will not pay for:

Loss of Use

loss or **damage** suffered because you cannot use **your vehicle**.

Wear and Tear and Breakdown

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

Tyres

damage to tyres or wheel rims caused by application of the brakes, or by road punctures, cuts or bursts.

Old Damage

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

Intentional Damage

loss or **damage** intentionally caused by **you** or a person acting with **your** express or implied consent.

Safeguard of Vehicle

loss of or further **damage** to **your vehicle** following a loss or **accident**, unless reasonable steps were taken by **you** to protect or safeguard **your vehicle**.

Incorrect Fuel

loss or **damage** to **your vehicle** caused by the use of any incorrect fuel, coolant or additive.

SECTION 2 – Liability Cover

1. Cover for Damage to Other People's Property (Legal Liability)

We will cover **your** legal liability to pay compensation for loss of or damage to someone else's property caused by a motor vehicle **accident** for which **you** are **at fault** which occurs during the **period of insurance** and arises out of the use of:

- **your vehicle**;
- a **substitute vehicle** used by **you** while **your vehicle** is being serviced or repaired
- any vehicle that is a registered sedan, station wagon, four wheel drive, panel van or utility that is not owned or supplied by **you** while that vehicle is being used or driven by **you** or a person authorised by **you** in connection with **your** business; and/or
- a **caravan** or **trailer** towed by **your vehicle** or either of the above vehicles to which cover is extended.

In relation to this 1. Cover for Damage to Other People's Property (Legal Liability) cover only, and any **terms** of the **policy** applying to it, any reference to a "**vehicle**", includes all of the vehicles cover is extended to above.

The above cover is extended to:

- any person who is driving, using or in charge of **your vehicle** with **your** permission;
- a passenger travelling in **your vehicle** or who is getting into or out of **your vehicle** with **your** permission; and
- **your** employer, principal or partner arising out of **your** use of **your vehicle**.

Such persons are deemed to be "**you**" or "**your**" for the purpose of the application of the other **terms** of the **policy** applicable to this 1. Cover for Damage to Other People's Property (Legal Liability) cover.

We will not cover legal liability:

- where the **vehicle** is unregistered unless at the time of the **accident**:
 - it was a **vehicle** for which registration was not required by relevant law; or
 - the use of the unregistered **vehicle** was in accordance with relevant law; or

- when the loss or damage occurs to **your** own property, **your** spouse's or de facto's property or to property which is in **your** possession, custody or control; or
- which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability even if the amount recoverable is nil;
- when the loss or damage occurs to **your** own property, **your** spouse's or de facto's property, 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**; or
- for loss or damage to the **vehicle** itself;
- for loss or damage to any **aircraft** resulting from an accident caused by or arising from the use of **your vehicle**.

No Cover for Legal Liability After a Total Loss

On the date **we** confirm that **we** will pay **your** claim for the **total loss** of **your vehicle** under Section 1 of the **policy** (where applicable), all cover under the **policy** in respect of that **vehicle** will cease, except where a replacement vehicle is provided by **us**.

2. Additional Cover for Supplementary Bodily Injury (Legal Liability)

We will also cover:

- **you**;
- a currently licensed driver of **your vehicle** driving the **vehicle** with **your** consent; and
- passenger travelling in or getting into or out of the **vehicle** with **your** permission,

for legal liability for death or bodily injury caused by or arising out of the use of **your vehicle**, if **your vehicle** is registered for use on a public road when the liability is incurred, and arises from one or more of the following **events** which occurs during the **period of insurance**:

- driving or being in charge of **your vehicle**;
- goods being carried by or falling from **your vehicle**;
- loading or unloading **your vehicle**.

We will also cover:

- the above legal liability of a passenger travelling in or getting into or out of **your vehicle** with **your** permission, or the permission of a currently licensed driver driving or in charge of **your vehicle** with **your** consent; or
- **your** legal liability in respect of any vehicle provided the vehicle is a registered sedan, station wagon, four wheel drive, panel van or utility, and not owned or supplied by **you** while that vehicle is being used or driven by **you** or a person authorised by **you** in connection with **your** business.

We will not pay:

- if the **event** or series of related **events** that gives rise to the legal liability or any part of it is covered or indemnified or insurable in any way by or under any statutory or compulsory insurance policy or any statutory or compulsory insurance, or compensation scheme or fund, covering such legal liability even if the amount recoverable is nil.
- any amount of a claim over that recoverable under any:
 - statutory or compulsory insurance policy or any statutory or compulsory insurance, or
 - compensation scheme or fund.
- if the legal liability would have been covered or indemnified in any way if **you** had not failed to:
 - insure **your vehicle**,
 - register **your vehicle**, or
 - comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund.
- for legal liability to any:
 - person driving or in charge of **your vehicle**;
 - of **your employees**;
 - member of **your family**.
- for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).
- unless **you** or the person claiming under this section have notified **us** of a claim under this section as soon as reasonably possible after **you** or that person first becoming aware of an intention to make a claim against **you** or that person. **We** may reduce or refuse **your** claim to the extent **we** are prejudiced by any delay in notifying **us**.
- for legal liability caused by or arising from an intentional act by **you** or any other person.
- any amount of exemplary, punitive or aggravated damages.

3. Limit of Indemnity

The maximum **we** will pay in respect of all claims arising from one **accident** or series of **accidents** resulting from the one original cause for 1. Cover for Damage to Other People's Property (Legal Liability) and/or 2. Additional Cover for Supplementary Bodily Injury (Legal Liability) cover, will not exceed:

- \$20,000,000 for all losses, excluding any claim(s) arising from the transportation of **dangerous goods** including cleanup, contamination or restitution of any land or waterway; or
- \$5,000,000 for all losses, arising from the transportation of **dangerous goods** including clean-up, contamination or restitution of any land or waterway.

However, **we** will not cover, unless agreed by **us** in writing, **your** liability for any claim arising from the transportation of:

- explosives or radioactive goods;
- gases in containers larger than 500 litres;
- all other **dangerous goods** in containers larger than 400kg for solids or 450 litres for liquid or pastes; or
- all **dangerous goods** where transport does not comply with Australian Dangerous Goods Code or any other applicable legislation and regulations.

4. Additional Benefits Applicable to this Section

We will also cover **you** for the following additional benefits under Section 2 of the **policy**.

The maximum **we** will pay under the additional benefits are inclusive of the applicable limit of indemnity.

Before **you** incur costs **you** wish to claim for, make sure **you** contact **us** first or it may adversely affect **your** right to claim. See When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim on page 9 for more detail.

Legal Costs

Provided **we** agree in writing, **we** will pay for all legal costs and expenses in defending any court proceedings which may arise from a claim under the Liability Cover for legal liability covered by **your policy**.

We will not pay for any legal costs and expenses relating to any criminal or traffic enforcement related proceedings.

Uninsured Motorists

We will cover **you** for up to \$5,000 less any applicable **excess(es)** for **damage to your vehicle** caused in an **accident** with another vehicle during the **period of insurance** if:

- the driver of the other vehicle was **at fault**;
- the other vehicle was uninsured; and
- **you** can tell **us** who the other driver was and identify the other vehicle or provide information that would reasonably allow **us** to identify the other driver or the other vehicle so that **we** can exercise **our** rights of recovery.

This cover is not applicable where **you** have Section 1 – Loss of or **damage to your vehicle** cover.

5. Specific Exclusions Applicable to this Section

Please note: If an exclusion applies, **we** may refuse or reduce what **we** pay in relation to a claim and/or cancel **your policy**, subject to relevant law. See in particular, When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim on page 9 and Cancellation on page 31 for further information.

The following exclusions apply to Section 2:

Underground Pipes and Cables

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

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

Trailers

we will not pay for **damage** caused or contributed to by more than the legally permitted number of **trailers** attached to **your vehicle**.

Fines, Penalties, Punitive Damages

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

Radioactive Materials

we will not pay if **your vehicle** is being used for or is attached to or is towing a vehicle, mobile machine and/or **trailer**, for the commercial transport of radioactive materials.

Vehicle Used on Rails

we will not pay if **your vehicle** is used on rails or tracks at the time of the **accident**.

Hooks and Hoists

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

General Exclusions Applicable to All Sections of the Policy

Please note: If an exclusion applies, **we** may refuse or reduce what **we** pay in relation to a claim and/or cancel **your policy**, subject to relevant law. See in particular, When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim on page 9 and Cancellation on page 31 for further information.

The following exclusions apply to the whole **policy**.

You are not covered, and **we** will not pay any claim under the **policy** for loss, damage or liability or costs or expenses that is caused by, arises from, or is in any way connected with:

1. Driving Under the Influence of Drugs/Alcohol

your vehicle being driven by any person impaired by or under the influence of any drug or alcohol, or by any person with a percentage of drug or alcohol in their breath or blood in excess of that allowed by law.

However, if **you** can prove **you** did not know that the driver of **your vehicle** was so affected, **we** will cover **you** but not the driver of **your vehicle**.

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

2. Submitting to Test

the driver of **your vehicle** refusing a request from a person with legal authority to take a breath, blood or other test to determine the percentage of drugs or alcohol in the person's breath or blood.

However, if **you** can prove **you** did not know that the driver of **your vehicle** refused to submit to the test, **we** will cover **you** but not the driver of **your vehicle**.

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

3. Unlicensed Drivers

your vehicle being driven (with **your** consent) by any person who is not licensed under any relevant law to drive such a **vehicle**.

However, if **you** can prove the driver's licence was fraudulently produced or had unintentionally lapsed or was cancelled unknown to **you** as a result of unpaid parking fines and the driver was the holder of a licence in the 12 months immediately prior to the lapsing or cancellation of the licence and **you** allow **us** to use all remedies available to recover all costs associated with any loss or **damage** occasioned or liability incurred by the driver of the **vehicle**, **we** will cover **you**.

4. Overloaded Vehicle

the loss or **damage** is caused or contributed to by **your vehicle** being used to carry or tow a load or carry passengers greater than that for which **your vehicle** was constructed.

5. Unroadworthy or unsafe Condition

your vehicle is used in an unroadworthy or unsafe condition.

6. Approved Fuel Systems

a fuel system which does not comply with the relevant Australian Standard.

7. Tests

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

8. Motor Sports Events

your vehicle being used in connection with a race, trial, test, contest or other sports event including testing in preparation for such events.

9. Experiments

your vehicle being used in connection with the motor trade for experiment, test, trial, demonstration or towing.

10. Hire or Reward

your vehicle being used for carrying passengers for hire or reward, except for a private pooling arrangement including private courtesy bus arrangements or when **you** receive a travelling allowance from **your** full time employer.

11. Hire for Your Vehicle

your vehicle being used or let for hire or rental.

12. Stock in Trade

your vehicle being in the possession of another person for the purpose of sale.

13. Seizure of Vehicle

your legal interest in **your vehicle** ceasing, or **your vehicle** being seized or taken possession of by any persons lawfully entitled to do so.

14. Illegal Purpose

your vehicle being used for any illegal purpose with **your** consent.

15. War

war, foreign hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, or looting, sacking or pillage following any of these events.

16. Nuclear Waste/Material

the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste.

17. Geographical limitation

your vehicle whilst not in Australia or New Zealand.

18. Bitumen and/or Concrete Setting

the settling or hardening of any concrete, bitumen, cement products or similar products or their derivatives.

19. Caravans

in respect of **caravans** for:

- a) any loss or **damage** to awnings or annexes caused by storm, hail or wind;
- b) liability at law by way of damages in respect of death or bodily injury, or Damage to property of any person in the **caravan**, or entering alighting therefrom;
- c) contents of the **caravan** other than the permanent fixtures, fittings, furniture, furnishings and bottled gas equipment contained in or on **your caravan** and which would normally be sold with it;
- d) theft or burglary unless due to forcible and violent entry to the locked **caravan**.

20. Cranes and Lifting Devices

the operation of any crane or lifting device insured by the **policy**:

- a) being loaded in excess of the safe working load specified by the responsible statutory authority and/or manufacturers;
- b) whilst being used in any raising, carrying or lowering operation in which a single load is shared by two or more cranes or lifting devices unless the **insurer's** prior consent has been obtained in writing.

21. Asbestos

asbestos, or any materials containing asbestos in whatever form or quantity.

22. Terrorism

any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

- involves violence against one or more persons; or
- involves **damage** to property; or
- endangers life other than that of the person committing the action; or
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.

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

23. Financial Loss

any financial loss occurring because:

- **you** cannot use **your vehicle**;
- **your vehicle's** value is less after being repaired; or
- **your vehicle's** working life has been reduced.

24. Underground Mining

your vehicle being used for:

- drilling or tunnelling whilst underground; or
- driven in an underground mine or mining shaft;

when the loss or **damage** occurred.

25. Communicable Disease

all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.

For the purposes of this exclusion loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a **communicable disease**.

26. Cyber

any:

- **cyber loss**;
- loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**;

regardless of any other cause or event contributing concurrently or in any other sequence.

General Conditions Applicable to All Sections of the Policy

Please note: If **you** don't meet **your** obligations under the **policy terms** **we** may refuse or reduce what **we** pay in relation to a claim and/or cancel **your policy**, subject to relevant law. See in particular, When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim on page 9 and Cancellation on page 31 for further information.

1. Breach of Conditions

Breach of or non-compliance with any **policy** condition(s) by one insured named in **your policy schedule** will not prejudice any other named insured.

2. Cross Liability

We agree that each person comprising **the insured** named in **your policy schedule** is considered as if that person were the only person named as **the insured**, and **we** waive **our** rights of subrogation against any of those persons named as **the insured**. Any Limits of indemnity or other limits stated elsewhere in the **policy** are not affected or increased as a consequence of this condition.

3. Joint Insured

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

4. Acquired Companies

We will cover any company or subsidiary company formed, purchased or otherwise acquired by **you** during the **period of insurance** as if they were **you** provided that **you**:

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

5. Changes to Your Insurance Details – What You Must Tell Us

You must tell **us** as soon as reasonably possible, if during the **period of insurance**:

- a) if there have been any circumstances which could give rise to a claim under the **policy**; or
- b) **your vehicle** is modified in a manner that affects its value or performance in any way.

When **we** receive this information, **we** may:

- propose changes to the **terms** and conditions of the **policy**, or
- propose to charge **you** an additional premium, or
- cancel the **policy** if there is a change and **we** can't reach an agreement with **you** on altered **terms** and conditions or premium, or **we** are no longer prepared to insure **you** because there has been a material change to the risk, or
- decide not to offer to renew the **policy**.

If **You** do not provide the information as soon as reasonably possible, **we** may be entitled to reduce, or refuse to pay a claim under the **policy**. See When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim on page 9.

6. Keeping Evidence of the Value of the Insured Property

You should keep evidence of the value of all property covered under the **policy**. **You** should also keep evidence of the amount of any **accidental damage**.

7. Prevention of Loss or Damage

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

We may reduce or refuse a claim to the extent that **your vehicle's** state of repair contributed to or caused the loss.

8. GST Notice

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

Sums Insured

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

Claim Settlements – Where We Agree to Pay

When **we** calculate the amount **we** will pay **you**, **we** will have regard to the items below:

Acquisition of Goods, Services or Repairs

where **you** are liable to pay an amount for GST in respect of an acquisition relevant to **your** claim (such as services to repair a **damaged** item insured under the **policy**) **we** will pay for the GST amount. **We** will pay the GST amount in addition to the **sum insured**/limit of indemnity or other limits shown in the **policy** or in **your policy schedule** (unless **we** state GST is included in the **sum insured** or limit of indemnity). If **your sum insured**/limit of indemnity is not sufficient to cover **your** loss, **we** will only pay the GST amount that relates to **our** settlement of **your** claim. **We** will reduce the GST amount **we** pay for by the amount of any input tax credits to which **you** are or would be entitled.

Payment as Compensation

where **we** make a payment under the **policy** as compensation instead of payment for a relevant acquisition, **we** will reduce the amount of the payment by the amount of any input tax credit that **you** would have been entitled to, had the payment been applied to a relevant acquisition.

Disclosure – Input Tax Credit Entitlement

If **you** register, or are registered, for GST **you** are required to tell **us** **your** entitlement to an input tax credit on **your** premium. If **you** fail to disclose or understate **your** entitlement, **you** may be liable for GST on a claim **we** may pay. The **policy** does not cover **you** for this GST liability, or for any fine, penalty or charge for which **you** may be liable.

9. Cancellation

Cancellation by You

You may cancel **your policy** at any time by contacting **us** and giving **us** notice of cancellation. Cancellation will take effect from the date **your** notice is received by **us** or any other date if mutually agreed. If **you** do not exercise **your** right to cancel **your policy**, it will continue in force and **you** will be required to pay the premium.

Cancellation by Us

We may cancel the **policy** pursuant to any right at law and as set out in the Insurance Contracts Act 1984 (Cth) by giving **you** written notice to that effect. This includes where:

- **you** have:
 - failed to comply with the duty of utmost good faith;
 - failed to comply with the Duty of Disclosure at the time when the **policy** was entered into;
 - made a misrepresentation to **us** during the negotiations for the **policy** before **we** entered into the **policy**;
- failed to comply with a provision of the **policy**, including a provision with respect to payment of the premium;
- made a fraudulent claim under the **policy** or any other policy of insurance (whether with **us** or some other insurer) that provided insurance cover during any part of the period during which the policy provides insurance cover; or
- failed to notify **us** of any specific act or omission or failure that has occurred after the **policy** is entered into where notification is required under the **terms** of the **policy**.
- the effect of the **policy** is to authorise **us** to refuse to pay a claim, either in whole or in part, by reason of an act or omission or failure of **you** or of some other person and, after the **policy** was entered into, such an act or omission or failure has occurred.

When **we** cancel the **policy**, it will have effect from whichever of the following times is the earliest (unless **we** tell **you** otherwise):

- the time when another policy of insurance replacing the **policy** is entered into; or
- 4 o'clock in the afternoon of the third (3rd) business day after the day on which notice was given to **you** unless the **policy** is in force because of section 58 of the Insurance Contracts Act 1984 (Cth), in which case the cancellation will have effect from 4 o'clock of the fourteenth (14th) business day after the day on which notice was given to **you**.

Effect of Cancellation

Your policy with **us** ends from the time of cancellation. **You** will not have cover for **events** occurring after that time.

However, cancellation of this insurance by **us** or **you**, does not affect the treatment of any claim for an **event** that happened happening before cancellation.

Premium Refund

If **you** or **we** cancel the **policy** **we** may deduct:

- a pro rata proportion of the premium for any time for which **you** have been covered. For example, if **your period of insurance** is 12 months and **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium; and
- any government taxes or duties paid by **us** in relation to **your policy** **we** cannot recover.

However, in the event that **you** have made a **total loss** claim under this **policy** and **we** have agreed to the claim no return of premium will be made.

Making a Claim

Please note: If **you** don't meet **your** obligations under the **policy terms we** may refuse or reduce what **we** pay in relation to a claim and/or cancel **your policy**, subject to relevant law. See in particular, When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim on page 9 and Cancellation on page 31 for further information.

What You Must Do

1. Do Not Admit Liability

You must not:

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

We are entitled to take over and conduct the defence of any claim made against **you** for damages by a third party. **We** have full discretion in conducting any negotiations, proceedings, and the settlement of claims. **We** will act reasonably having regard to **your** interests, and will keep **you** informed if **you** ask us to.

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

2. Prevent Further Damage

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

3. Contact the Police

Subject to the laws of the State or Territory in which the **accident** occurs, **you** must:

- a) contact the police if any person was injured as a result of the **accident**;
- b) request the police to attend the scene of the **accident**;
- c) go to the local police station to complete a 'Self Reporting Collision Form' if the police inform **you** that it is not necessary for them to attend the scene of the **accident**;
- d) contact the police if **your** car is stolen or maliciously damaged.

4. Contact Us as Soon as Possible

If there is any **accidental** loss, **damage** or liability which is likely to result in a claim, **you** must tell **us** as soon as reasonably possible the full details of any **accident** loss, **damage** or anticipated or alleged liability.

In certain cases, if **you** don't get **our** prior consent to taking certain actions as required by the relevant **policy term**, this may allow **us** to refuse to pay or reduce a claim and/or cancel the **policy** to the extent permitted by law.

You must assist **us** with **your** claim. This means **you** must:

- give **us** all reasonable information, documentation and other assistance that **we** need to substantiate and investigate the claim, that **we** request (including attending an interview or giving evidence in court as **we** may reasonably require);
- give **us** relevant details of any **accidental** loss, damage or anticipated or alleged liability and such other information in relation to the claim as **we** may reasonably require;
- if **we** ask **you**, provide a statutory declaration verifying the details of **your** claim and any other matters connected with the claim;
- provide proof of **your** ownership of, or legal responsibility for, any lost or damaged **vehicle** or property if **we** ask for it. Proof includes things like registration papers, sales receipts, service records, valuations, credit card statements, warranties or car logbooks; and
- retain and preserve **your** damaged **vehicle** or damaged property for inspection by **us** or **our** agent (including a loss adjuster) prior to authorisation of repairs, unless repairs are immediately necessary for safety reasons or to minimise or prevent further loss, damage, liability or injury.

You or **your** representative must give **us** relevant details in a manner **we** reasonably require. This will usually be either:

- in writing by completing **our** claim form which will be supplied to **you** when **you** contact **us**; or
- verbally.

Any correspondence **you** receive regarding the **accident** or **event** must be sent to **us** as soon as possible. **You** must advise **us** as soon as possible of:

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

If the claim is for legal liability:

- **we** are entitled to take over and conduct the defence of any claim made against **you** for damages by a third party. **We** have full discretion (acting reasonably and taking **your** interest into account) in conducting any negotiations, proceedings and the settlement of claims.
- **you** may make a written request to **us** to agree that **you** are covered in respect of the claim.

How We Approach Your Claim

We consider relevant information related to the claim and decide:

- if **your** claim is covered under the **policy terms** and to what extent (e.g. what limit(s) might apply);
- what **excess(es)** apply (if any). See Excess on page 33;
- whether there is outstanding premium that may need to be deducted; and
- if **we** have agreed to let you keep the wreck where there is a **total loss**, what **we** reasonably estimate the salvage value to be, which **we** will deduct. Normally **we** will keep the **vehicle** in the **event** of a **total loss**.

Within a reasonable period of time, **we** will advise **you** of **our** decision. If **you** have a complaint or wish to dispute **our** decision see Complaints and Disputes Resolution on page 12.

What Happens After You Make a Claim

1. Excess

An **excess** is the amount shown in **your policy schedule** or in this document which **you** will need to pay as contribution to the claim unless **we** state an **excess** does not apply. The payment of an **excess** helps to keep the cost of **your** premium down by reducing the number of small claims. If **we** settle **your** claim by cash settlement, **we** will deduct the **excess** from the amount **we** pay **you**. In other circumstances, **you** may need to pay the **excess** as a contribution to the repair or replacement.

For each **event**, or series of **events** arising from the one originating cause **you** will bear the amount of the **excess** in respect of each and every insured **vehicle**, unless stated otherwise.

There are different types of **excess(es)** which may apply to **you** or the driver of **your vehicle** at the time of the claim.

These are:

a) Basic excess

the basic **excess** is the amount **you** will need to pay as a contribution to each claim. The amount of the basic **excess** will be shown on **your policy schedule** beside the heading "Basic Excess".

b) Additional excesses

if **you** make a claim for an accident when **your vehicle** was being driven by or was in the charge of a driver:

- all drivers up to the age of 21 years,
- aged between 21 and 25 years,
- drivers aged greater than 25 years but have held their Australian driver licence for less than 2 years,

you will need to pay the age **excess** shown in **your policy schedule** in addition to the basic **excess** as a contribution to each claim.

You will not have to pay any additional **excess(es)** shown in **your policy schedule** if **you** are claiming for any of the following:

- windscreen or window glass **damage** only;
- theft;
- hail, storm or flood **damage**;
- **malicious damage**; or
- **damage** to **your vehicle** while parked.

c) Tipping excess

an additional **excess** of \$1,000 will apply if **your vehicle** is a rigid body tipper or a tipping trailer and the event which gives rise to a claim occurs whilst the tipping hoist is fully or partially elevated.

2. Faultless Excess

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

- the **accident** which gave rise to the claim was the fault of the driver of the other vehicle; and
- **you** can supply
 - the name and address of that driver,
 - the registration number of the vehicle, or
 - any other information that would reasonably allow us to identify the other person so that **we** can exercise **our** rights of recovery, and
- **your vehicle** was a sedan, station wagon, four wheel drive, panel van, utility or goods carrying **vehicle** under 2 tonne **gross vehicle mass**, and
- the amount of the claim exceeds **your excess(es)** under the **policy** and is not a claim for windscreen **damage**.

3. When You are at Fault

You are **at fault** if **you**:

- are responsible for the **accident**; or
- contributed to the cause of the **accident**.

4. Choice of Repairer

We can assist **you** in selecting a suitable repairer to repair the **damage** to **your vehicle**, however **you** also have the right to choose **your** own repairer.

In both instances **we** will work closely with the repairer to strive to achieve the best repair outcome for **you** however **we** may require a second quotation from a repairer chosen by **us**. **We** will then choose (subject to any relevant **policy** limits) to:

- authorise the repairs at **your** repairer of choice;
- pay **you** the reasonable cost of repairing **your vehicle**; or
- move **your vehicle** to a repairer **we** both agree will repair **your vehicle**. In the instance that **we** both agree to move **your vehicle** **we** will provide **you** with a rental car for up to 3 days in addition to any other benefit provided under **your policy**.

5. Authorising Repairs

Where **you** have loss of or **damage** cover **you** may only authorise emergency repairs as detailed on page 19 under Emergency Repairs. **You** cannot authorise further repairs to **your vehicle** without **our** prior consent.

Before **we** make a decision regarding **your** claim and repairs to **your vehicle**, **we** may need to inspect **your vehicle**. A motor vehicle assessor will be appointed by **us**. **We** or **our** assessor will make the necessary arrangements with **you**.

Where diagnosis (such as the stripping of engine) is required to determine if there has been an **accident** covered by the **policy**:

- if **you** or **we** (with **your** agreement) incur costs for such diagnosis and reassembly and the claim is subsequently accepted as valid by **us**, **we** will bear these costs subject to **sum insured**/limits of liability; and
- if the claim is not lodged or the claim is not subsequently accepted by **us**, **you** agree to **pay** for the diagnosis and reassembly costs.

6. Parts, Extras and Accessories

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

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

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

7. Sublet Repairs

If **your vehicle** requires **us** to engage the services of a specific specialist repairer and/or supplier, **we** may sublet that component to such repairer or supplier.

8. Guarantee and Warranty

We guarantee materials and workmanship on repairs **we** authorise for as long as **you** own or lease **your vehicle**. This guarantee is not transferable.

9. Our Rights of Recovery

We have the right to recover from any person, in **your** name, the amount of any claim paid under the **policy** and **we** have full discretion in the conduct, settlement or defence of any claim in **your** name.

We will act reasonably having regard to **your** interests and will keep **you** informed if **you** ask us to. If **we** recover more than the amount **we** have paid to **you**, or on **your** behalf, **we** will pay **you** the balance.

The amount of any **excess(es)** **you** have paid will only be refunded when your **claim** is recoverable

10. Salvage of Your Vehicle When it is a Total Loss

If **your vehicle** is a **total loss** and **we** have agreed to replace **your vehicle**, pay the **market value**, **sum insured** or **agreed value** for **your vehicle**:

- the wreckage of **your vehicle** will become **our** property, and
- **we** will keep the proceeds of any salvage sale.

At **our** discretion (and if safe to do so), **you** may reclaim the wreckage if **you** agree to pay **our** reasonable estimate of the salvage price.

11. Payment of Unpaid Premium when Your Vehicle is a Total Loss

If **your vehicle** is a **total loss** and **we** have agreed to pay the **market value**, **sum insured** or **agreed value** for **your vehicle**:

- the amount of any unpaid premium for the **period of insurance** will be deducted from the amount payable to **you**, and
- if **we** are replacing **your vehicle**, **you** must pay **us** the balance of any unpaid premium for the **period of insurance**.

12. GST

We will adjust **your** claims payment in accordance with the GST provision noted under General Conditions Applicable to all Sections of the Policy, GST Notice on page 30.



Sompo Japan Insurance Inc.
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Sompo Japan Insurance Inc.
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for our environment.

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