



Motor Fleet

Product Disclosure
Statement and
Policy Wording



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Important Information

About Sompo Japan Insurance

The insurer of the product is Sompo Japan Insurance Inc. ABN 31 000 837 801 Incorporated in Japan (Sompo).

Sompo Japan Insurance Inc. contact details are:
Suite 602, Level 6, 50 Berry Street
North Sydney, NSW 2060
Telephone: 1300 0 SOMPO or 1300 076 676

About SURA

SURA Pty Ltd (SURA) ABN 36 115 672 350 AFSL 294 313.

In issuing this Policy SURA act under an authority given by Sompo Japan Insurance Inc. to arrange, enter into, vary and dispose of the Policy and handle and settle claims in relation to it on Sompo's behalf.

This means that when issuing the Policy SURA will be acting as agents for Sompo, not for You.

SURA Pty Ltd contact details are:
Level 14, 141 Walker Street
North Sydney, NSW 2060
PO Box 1813 North Sydney 2059
Telephone: 02 9930 9500

About this Insurance

This is an important document. You should read it carefully before making a decision to purchase this insurance.

It will help You to:

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

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 and You should read all of the documents that make up the Policy to ensure You have the cover You need.

Summary of available covers

You can choose from the following three covers:

Comprehensive Cover

- Section A** Loss of or Damage to Your Vehicle; and
Section B Third Party Property Damage Cover – Cover for Your legal liability for loss or Damage to another person's property.

Third Party Property Damage

Section B Only – Cover for Your legal liability for loss or Damage to another person's property.

With each cover option selected, a range of benefits are included. For details of these benefits please refer to the "Benefits of cover available" table on pages 9 to 10.

Some words have special meanings

Certain words used in the Policy have special meanings. The General definitions section of this document on pages 11 to 12 contains such terms. In some cases, certain words may be given a special meaning in a particular section of the Policy when used or in the other documents making up the Policy.

Headings are provided for reference only and do not form part of the Policy for interpretation purposes.

How We calculate 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 schedule of insurance as part of the total premium payable.

In cases where We are required to pay an estimated amount (e.g. for Emergency and 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.

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 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.

Our contract with You

Where We agree to enter into a Policy with You it is a contract of insurance between Us and You (see the definition of You for details of who is covered by this term).

The Policy consists of:

- this document which sets out the standard terms of Your cover and its limitations;
- Your Schedule issued by Us. Your Schedule is a separate document, which shows the insurance details relevant to You. It may include additional terms, conditions and exclusions relevant to You that amend the standard terms of this document. Only those sections shown as covered in Your schedule are insured; and
- any other change to the terms of the Policy otherwise advised by Us in writing (such as an endorsement or Supplementary PDS). These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together and kept in a safe place for future reference.

We reserve the right to change the terms of the Policy where permitted to do so by law.

Any new or replacement schedule We may send You, detailing changes to Your insurance or the Period of insurance, will become the current schedule, which You should carefully read and retain.

Your obligation to comply with the Policy terms and conditions

You are required to comply with the terms and conditions of the Policy. Please remember that if You do not comply with any term or condition, We may (to the extent permitted by law) decline or reduce any claim payment and/or cancel Your Policy.

If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the Policy.

Your Duty of Disclosure

This Policy is subject to the Insurance Contracts Act 1984 (Act). Under that Act You have a Duty of Disclosure.

Before You take out insurance with Us, You have a duty to tell Us of everything that You know, or could reasonably be expected to know that may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

You have the same duty to inform Us of those matters before You renew, extend, vary, or reinstate Your contract of insurance. The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between when the answers are provided to Us or disclosures are made and the Relevant Time, You need to tell Us.

Your duty however does not require disclosure of matters that:

- reduce the risk;
- are common knowledge;
- We know or, in the ordinary course of Our business, ought to know; or
- We have indicated We do not want to know.

If You do not comply with Your duty of disclosure, We may be entitled to:

- reduce Our liability for any claim;
- cancel the contract;
- refuse to pay the claim; or
- avoid the contract from its beginning, if Your non-disclosure was fraudulent.

Privacy statement

In this Privacy Statement the use of “We”, “Our” or “Us” means Sompo 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 objectives of the Code are:

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

For further information on the Code, please visit www.codeofpractice.com.au or alternatively you can request a brochure on the Code from Sompo.

Complaints and dispute resolution 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 a natural person or a small business, and You are not satisfied with the final decision, You may wish to contact the Australian Financial Complaints Authority (AFCA). The AFCA is a free independent external disputes resolution service provided to customers to review and resolve complaints where We have been unable to satisfy Your concerns.

For further 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

How to make a claim

If You need to make a claim under the Policy, please refer to "Making a claim" from page 24.

Cooling off period

You can exercise Your cooling off rights and cancel the Policy within fourteen (14) days of the date You purchased the Policy and receive a refund of the premium paid, provided You have not exercised any right or power under the Policy (e.g. made any claim) and these rights and powers have not ended.

We may deduct any reasonable administrative and transaction costs incurred by Us that are reasonably related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover, from Your refund amount.

After the cooling off period has ended, You still have cancellation rights, however We may deduct a pro rata proportion of the premium for time on risk, plus any reasonable administrative costs and any government taxes or duties We cannot recover. See "Cancellation rights under Your Policy" below.

Cancellation rights under Your Policy

How You may cancel this Policy

You may cancel this Policy at any time by telling Us in writing that You want to cancel it. You can do this by giving the notice to Your broker or Us.

Where there is more than one contracting insured We will only cancel the Policy when a written agreement to cancel the Policy is received from all contracting insured's named as the insured or from a person authorised to act as agent of all such persons.

How We may cancel this Policy

- a) We have the right to cancel the Policy where permitted by and in accordance with law. For example, We may cancel:
- if You failed to comply with Your Duty of Disclosure; or
 - where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy; or
 - where You have failed to comply with a provision of the Policy, including the term relating to payment of premium; or
 - where You have made a fraudulent claim under the Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers You; and
 - We may do so by giving You three days notice in writing of the date from which the Policy will be cancelled. The notification may be delivered personally or posted to You at the address last notified to Us.
- b) Subject to c), if You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative and transaction costs related to the acquisition and termination of the Policy We incur and any government taxes or duties We cannot recover.
- c) In the event that You have made a claim under the Policy and We have agreed to pay the full Sum Insured for Your Vehicle(s) no return of premium will be made for any unused portion of the premium on the Vehicle(s) subject to the claim.

Agency arrangements and agent's remuneration

If your policy has been issued through our agent, or a broker who is acting under a binder agreement with us, then they are acting as our agent and not as your agent.

If your policy has been issued by a broker, other than a broker acting under an agency/binder arrangement with us, then the broker is acting as your agent.

When the policy has been arranged through an intermediary, remuneration (such as commission) is payable by us to them for arranging the insurance. You can ask them or us for more information.

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>.

Updating this PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS or a Supplementary PDS or other compliant document 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.

Other documents may form part of our PDS and the Policy. If they do we will tell you in the relevant document.

Further information and confirmation of transactions

If You require further information about this insurance or wish to confirm a transaction, please contact us.

Benefits of Cover Available

The following is a summary of benefits available under Section A – Loss of or Damage to Your Vehicle and Section B – Third Party Property Damage.

Cover	Summary of cover available	Benefits	Page number
Additional benefits applicable to Section A – Loss of or Damage to Your Vehicle			
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 \$5,000 any one event.	13
Additional accessories	Loss or Damage to any equipment or apparatus as maintained by You.	Up to a maximum of \$5,000 any one event.	13
Automatic additions and deletions	Cover for any replacement or additional registered Vehicles acquired by You during the Period of Insurance.	Up to \$300,000 any one Vehicle.	13
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 \$5,000 any one Accident.	13
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 \$10,000 any one event.	13
Emergency car hire	Cover for a hire Vehicle when Your Vehicle is Damaged in an Accident and cannot be driven.	Up to 2 consecutive days.	13
Emergency repairs	Reimbursement for repairs to enable You to drive Your Vehicle.	Up to a maximum of \$2,500 any one Accident.	13
Employees Vehicles	Cover for employees Vehicles whilst being used in connection with Your Business.	Up to a maximum of \$50,000 any one Accident.	14
Finance payout – 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.	14
Fire Brigade and Emergency Services Cover	Cover for charges imposed by the fire brigade, police or any emergency services.	Up to a maximum of \$50,000.	14
Funeral expenses	Cover for funeral expenses following the death of Your driver.	Up to a maximum of \$10,000 any one event.	14
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 \$5,000.	14
Hired Vehicles	Cover for any excess where You hire a Vehicle and insure that hire Vehicle with hiring company.	Up to a maximum of \$5,000.	14
Modification to Vehicle	Cover for costs to modify Your Vehicle if its driver is permanently disabled.	Up to a maximum of \$10,000 any one event.	14

Cover	Summary of cover available	Benefits	Page number
Personal Property	Cover for loss or Damage to Personal Property.	Up to a maximum of \$2,500 any one theft or Accident.	14
Recovery cost – No Damage	Cover for the cost of removing the Vehicle when it becomes unintentionally immobilised on a work site or in work operations.	Up to a maximum of \$5,000.	14
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 \$5,000 any one Vehicle or \$25,000 any one event.	15
Removal of basic Excess for windscreen claims	Removal of basic Excess where Your Vehicles windscreen or window glass is Accidentally broken.		15
Removal of debris	Cover for costs to cleanup and remove Your Vehicle.	Up to a maximum of \$50,000.	15
Replacement Vehicle	New Vehicle replacement where Your Vehicle is declared a Total Loss.	For Vehicles within their first 2 years of registration.	15
Sign writing	Cover for the costs to reinstate any sign writing or artwork.	Up to a maximum of \$25,000 any one event.	15
Towing	Cover for costs to protect and tow Your Vehicle.	Up to a maximum of \$10,000.	15
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.	15
Additional benefits applicable to Section 2 – Third Party Property Damage			
Falling goods	Your liability if a third party's property is Damaged by falling goods from Your Vehicle.	Up to the limit of liability.	18
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.	18
Loading and unloading	Your liability if a third party's property is Damaged by the loading and unloading of goods from Your Vehicle.	Up to the limit of liability.	18
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.	18
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.	18
Uninsured motorists	Cover for Damage to Your Vehicle caused in an Accident with an uninsured driver.	Up to a maximum of \$5,000.	18

General Definitions

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

Accident and **Accidental** means a sudden event which is an unintended or unforeseen happening and is not expected or designed. The event arises out of the use of Your Vehicle and includes a series of Accidents arising out of the one event.

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

Business means the Business described in the Schedule, carried on by You or on Your behalf at or from the Situation and any occupation incidental to that Business including ownership and tenancy of premises and the provision or management of canteen, social, sports, welfare, child care organisations for Your employees and internal first aid, fire and ambulance services.

Caravan or **Trailer** means the registered Caravan or trailer insured with Us.

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.

Damage or **Damaged** means sudden, unintended or unforeseen physical loss or destruction.

Dangerous Goods means substances which are defined as dangerous in the Australian Code for the Transport of Dangerous Goods by Road or Rail.

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.

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

Family means:

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

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

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 value We determine as being the amount of money it would cost to buy a Vehicle of the same make, model, age and condition of Your Vehicle 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, allowance for dealer profit or transfer fees.

Period of Insurance means the period commencing at the inception date shown in the schedule and ending on the expiry date shown in the schedule.

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

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

Policy means this document and any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it and Your Schedule.

Sum Insured means the Sum Insured declared to Us exclusive of GST which we have agreed to insure you for.

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

Total Loss means Your Vehicle is so badly Damaged that it would not be either safe or economical for us to repair, or when it has been stolen and not recovered.

We will not treat a Vehicle as uneconomical to repair if the salvage value to us plus the cost of repairs to us is less than the:

- replacement value – where a Total Loss gives you the right to a replacement Vehicle under the policy, or
- Market Value – if your Vehicle is insured for Market Value, or
- Sum Insured or Market Value – if your Vehicle is insured for the Sum Insured value, unless otherwise notified to you by us in writing.

Vehicle means the motor Vehicle(s), mobile machine(s) and/or trailer(s) based on the list of Vehicles provided by You at the inception of the Policy:

- any manufacturers' tools, accessories, equipment and options fitted to them: and
- any agreed non-manufacturer accessories or equipment fitted to them.

We, Our, Sompo 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 or Your refers to those named as the insured in Your Schedule and their subsidiary companies and other entities in which they have a controlling interest at the commencement of the Period of Insurance and other third parties or persons who are specifically provided with cover under the Policy. Where the insured comprises more than one legal entity, the word 'You' shall be considered as applying to each entity as if that entity were the only entity named as you.

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

Section A – Loss of or Damage to Your Vehicle

1. Loss of or Damage Cover

If during the Period of Insurance Your Vehicle:

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

We will, at Our option:

- replace, reinstate or repair Your Vehicle; or
- pay You the reasonable cost to repair Your Vehicle to its condition before it was Damaged; or
- if Your Vehicle is a Total Loss, and is a sedan, station wagon, four wheel drive, panel van or utility or goods carrying Vehicle under two tonnes We will pay You the Market Value. For all other Vehicles We will pay You the Market Value or the Sum Insured whichever is the lesser.

2. Additional benefits applicable to this Section

We will pay You the Additional benefits, in addition where applicable to the Market Value or Sum Insured, following loss or Damage to Your Vehicle insured under section A1 of this Policy, providing the loss or Damage exceeds the relevant excesses payable by You.

Accommodation and travelling expenses

If Your Vehicle is on a journey and:

- is Damaged in an Accident and unable to be driven; or
- is lost through theft and not found within a reasonable time, We will pay the reasonable cost for essential temporary accommodation or travelling expenses incurred by You to complete the journey or return to the point of departure, up to a maximum of \$5,000 for any one event.

Additional accessories

We will pay for claims for loss of or Damage to any equipment and apparatus of the Vehicle as maintained by You, including radio receivers, tape recorders, compact disc players, telephones or navigation equipment built into Your Vehicle (but excluding mobile phones) up to a maximum of \$5,000 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 \$300,000 any one Vehicle unless notified by Us in writing; and
- You pay Us any additional premium We require.

Automatic Trailer Cover

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. The maximum We will pay in respect of any one Accident is the lesser of the Market Value or \$5,000.

Chains, gates, ropes and tarpaulins

We will pay for the claims for theft of any chains, gates, winches or tarpaulins which are attached to or within Your Vehicle when they are lost as a result of theft of Your Vehicle up to maximum of \$10,000 any one event.

Emergency car hire

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and Your Vehicle is Damaged in an Accident and cannot be driven, or is Damaged by an attempted theft and cannot be driven, We will assist You in paying the cost of a hire Vehicle up to two consecutive days when the loss is reported to Us within 48 hours of occurrence.

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

Emergency repairs

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

The maximum We will pay in respect of any one Accident is \$2,500.

Employees Vehicles

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

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

Finance payout – 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.

Fire Brigade and Emergency Services Cover

Following an Accident, We will pay up to \$50,000 for Your Liability for charges imposed by the Fire Brigade, Police or any other authority.

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 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 fire or theft, We will assist You in paying the cost of a hire Vehicle:

- up to a maximum of \$5,000 each Vehicle in the Period of Insurance or until recovery of the Vehicle whichever is the earlier, and provided the theft or fire has been reported to Us and to the police, or
- until the Vehicle is repaired.

Additional charges incurred, other than the daily rental rate, for any such rental are excluded.

Hired Vehicles

Where You hire a sedan, station wagon, four wheel drive, van or utility under two tonne Gross Vehicle Mass and You insure the hired Vehicle, We will:

- pay any excess You are required to pay to the hiring company under that insurance during the period of insurance;
- provided the excess You are required to pay to the hiring company exceeds the excess payable under Our Policy.

The maximum We will pay in respect of any one event is \$5,000.

Marine average

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

Modification to Vehicle

We will pay for costs incurred to modify Your Vehicle if its driver is permanently disabled as a direct result of injuries received in the Accident up to a maximum of \$10,000 each event less any amount payable by any Accident compensation authority or medical fund.

Personal Property

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

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

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

The maximum We will pay in respect of any one Accident or theft is \$2,500.

Recovery cost – No Damage

We will pay for the costs of recovery or removal of Your Vehicle following becoming unintentionally immobilised on a work site or in a physical situation whilst being used as part of the Insured's normal business operations.

The maximum We will pay for any one 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 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 \$5,000 per Vehicle, or maximum of \$25,000 per event.

This benefit will only apply if the theft of Your keys has been reported to the police, and the keys have not been stolen by an employee, Family member, invitee or person who resides with You.

Removal of basic Excess for windscreen claims

If the windscreen or window glass in Your Vehicle is Accidentally broken We will not apply an Excess to Your claim.

This only applies:

- a) if the fracture extends through the entire thickness of the glass or, in the case of laminated windscreens, a fracture extends through all layers of the windscreen;
- b) if the broken windscreen or window glass is the only Damage to Your Vehicle; and
- c) if Your Vehicle is a sedan, station wagon, four wheel drive, panel van, utility or goods carrying Vehicle under 2 tonne Gross Vehicle Mass.

Removal of debris

We will pay You for reasonable costs necessarily incurred for the cleanup and removal of Your Vehicle debris resulting from goods falling or leaking from Your Vehicle up to a maximum of \$50,000 unless such other amount is specified in the Schedule.

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 the original purchase price of the vehicle.

Sign writing

We will pay for any loss of or Damage to fixed advertising or material forming a permanent part of Your Vehicle where reinstatement is required up to a maximum of \$25,000 each event unless such other amount is specified in the Schedule.

Towing

Following an Accident or theft of Your Vehicle, We will pay up to a maximum of \$10,000 for the cost of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place which We agree to.

Vehicle being transported

We will pay for loss or Damage where Your Vehicle is being transported by road, rail, sea or air between any places in Australia and New Zealand. This cover will not apply where more than one Vehicle is being transported in any one conveyance.

Vehicle return

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and is Damaged in an Accident and unable to be driven We will pay up to a maximum of \$5,000 each event for:

- a) removing and relocating Your Vehicle to the nearest repairer approved by Us, and
- b) delivering Your Vehicle to Your usual place of garaging after repair or recovery.

Specific options available under Section A

Your Schedule will show if the Policy option is applicable.

The following option is only available following loss or Damage to Your Vehicle insured under section A1 of this Policy, providing the loss or Damage exceeds the relevant Excesses payable by You.

Hire costs following an Accident

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and the loss or Damage is caused by an Accident, during the Period of Insurance, We will assist You in paying the cost of a hire Vehicle up to but no more than a maximum of \$5,000 each Vehicle per claim.

Additional charges incurred, other than the daily rental rate, for any such rental are excluded.

3. Specific exclusions applicable to this Section

Under Section A 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 braking, road punctures, cuts or bursts.

Old Damage

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

Intentional Damage

loss or Damage intentionally caused by You or a person acting with Your express or implied consent.

Safeguard of Vehicle

loss of or further Damage to Your Vehicle following a loss or Accident, unless reasonable steps were taken to protect or safeguard Your Vehicle.

Incorrect fuel

loss or Damage to Your Vehicle caused by the use of any incorrect fuel, coolant or additive.

Section B – Third Party Property Damage

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

Where Your Vehicle is registered or licensed as required by law for use on public roads, We will cover You for any amount for which You become legally liable to pay as compensation in respect of loss or Damage to someone else's property caused by a motor Vehicle Accident, during the Period of Insurance, which is party or fully your fault up to the limit of indemnity.

This cover will apply only if Your legal liability for loss or Damage to someone else's property arises out of the use of Your Vehicle and is subject to the applicable Excess/es, conditions, exclusions and limit of liability.

The most we will pay arising out of any one motor Vehicle Accident is the limit of indemnity.

We also cover in accordance with this Section B1:

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

Limit of Indemnity applicable to Section B1

The maximum We will pay in respect of all claims arising from one Accident or series of Accidents resulting from the one original cause will not exceed:

- a) \$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
- b) \$5,000,000 for all losses, arising from the transportation of Dangerous Goods including cleanup, contamination or restitution of any land or waterway, provided.

We will not cover, unless agreed by Us in writing, Your liability for any claim arising from the transportation of:

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

2. Additional benefits applicable to this Section

We will also cover You for the following Additional benefits under Section B of this Policy. The maximum We will pay under the Additional benefits are inclusive of the limit of indemnity applicable to Section B1.

Bodily injury (CTP gap liability)

We will also cover You, or a currently licensed driver of Your Vehicle driving the Vehicle with Your consent, for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road.

We will not pay:

- a) if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
 - statutory or compulsory insurance Policy or any statutory or compulsory insurance, or
 - compensation scheme or fund, even if the amount recoverable is nil;
- b) any amount of a claim over that recoverable under any:
 - statutory or compulsory insurance Policy or any statutory or compulsory insurance, or
 - compensation scheme or fund;
- c) if the legal liability would have been covered or indemnified in any way if You had not failed to:
 - insure Your Vehicle,
 - register Your Vehicle, or
 - comply with the requirements of any statutory or compulsory insurance Policy or any statutory or compulsory insurance or compensation scheme or fund;
- d) for legal liability to any:
 - person driving or in charge of Your Vehicle
 - of Your Employees, or
 - member of Your Family;
- e) for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury);
- f) unless You or the person claiming under this section have notified Us of a claim under this section within 6 months of You or that person first becoming aware of an intention to make a claim against You or that person;

- g) for legal liability caused by or arising from an intentional act by You or any other person;
- h) any amount of exemplary, punitive or aggravated Damages;
- i) if Your Vehicle is outside of Australia at the time of loss or Accident.

Falling goods

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

Legal costs

We will cover You for all legal costs and expenses in defending Your legal liability or the liability of any other person covered under this Section in respect of any Vehicle 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.

Loading and unloading

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

Non owned Vehicle liability

We will cover 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.

Substitute Vehicle

We will cover You under Section B for Accidental Damage to someone else's property caused by Your driving another Vehicle not belonging to You (with the consent of the owner) whilst Your Vehicle cannot be used because it is undergoing repair or services.

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.

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

3. Specific exclusions applicable to this Section

The following exclusions apply to Section B:

Unregistered Vehicles

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

However We will cover Your liability in respect of the unregistered Vehicle in a place that requires registration, provided:

- a) You have complied with the appropriate statutory requirements and obtained necessary permits to move the unregistered Vehicle, or
- b) Your Vehicle is a towed Vehicle for which registration is not required by law.

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.

Personal Property/property in Your Custody

We will not pay for Damage to property belonging to or in the custody of You or any person entitled to cover under Section B. This exclusion shall not apply to employees or visitor's Vehicles whilst contained within a car park owned or operated by You.

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 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.

Aircraft liability

We will not pay for liability for loss or Damage to any Aircraft resulting from an Accident caused by or arising from the use of Your Vehicle.

Section C – General Exclusions Applicable to All Sections of the Policy

The following exclusions apply to the whole Policy.

We will not pay if:

Driving under the influence of drugs/alcohol

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

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

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

Submitting to test

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

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

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

Unlicensed drivers

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

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 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.

Overloaded Vehicle

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

Unroadworthy condition

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

Approved fuel systems

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

Tests

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

Motor sports events

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

Experiments

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

Hire or reward

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

Hire for Your Vehicle

Your Vehicle is being used or let for hire.

Stock in trade

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

Seizure of Vehicle

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

Illegal purpose

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

War

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

Nuclear waste/material

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

Geographical limitation

the loss or Damage occurred while Your Vehicle was not in Australia or New Zealand.

Bitumen and/or concrete setting

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

Caravans

in respect of Caravans where:

- 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.

Cranes and lifting devices

loss or Damage arising out of the operation of any crane or lifting device insured by this Policy whilst:

- a) loaded in Excess of the safe working load specified by the responsible statutory authority and/or manufacturers; or
- b) 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.

Asbestos

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

Terrorism

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

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

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

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

Financial loss

for any financial loss occurring because:

- You cannot use Your Vehicle;
- Your Vehicle's value was less after being repaired; or
- Your Vehicle's working life has been reduced.

Underground mining

Your Vehicle was being used for:

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

when the loss or Damage occurred.

Section D – General Conditions Applicable to All Sections of the Policy

1. Breach of conditions

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

2. Cross liability

We agree that each person comprising the insured named in Your Schedule is considered as if that person were the only person named as the insured, and We waive Our rights of subrogation against any of those persons named as the insured. The Limits of Liability stated elsewhere in this 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 immediately if during the Period of Insurance:

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

When We receive this information, We may:

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

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

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

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

For Your assistance We have provided a full explanation of Your duty of disclosure and the consequences of nondisclosure under the heading "Your Duty of Disclosure" on page 5.

6. Keeping evidence of the value of the insured property

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

7. 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.

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:

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

Disclosure – Input tax credit entitlement

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

Making a Claim

What You must do

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

1. Do not admit liability

You must not:

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

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

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

2. Prevent further Damage

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

3. Contact the police

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

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

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

4. Contact Us as soon as possible

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

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

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

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

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

What happens after You make a claim

1. Excess

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

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

These are:

a) Basic Excess

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

b) Age excess

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

c) Inexperienced driver excess

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

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

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

d) Faultless excess

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

- You satisfy Us that the Accident which gave rise to the claim was the fault of the driver of the other Vehicle; and
- You can supply the name and address of that driver; and
- You can supply the registration number of the Vehicle; and
- Your Vehicle was a sedan, station wagon, four wheel drive, panel van, utility or goods carrying Vehicle under 2 tonne Gross Vehicle Mass; and
- the amount of the claim exceeds Your basic and age excess under the Policy and is not a claim for windscreen Damage.

In the event that the fault of the Accident which gave rise to the claim is in dispute You will be required to pay the Excess and the Excess will be refunded if We are successful in establishing the fault of the other driver.

e) 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. Deciding who is at fault

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

3. Choice of repairer

Sompo 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 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.

4. Authorising repairs

- a) Where You have loss of or Damage cover You may only authorise emergency repairs as detailed on page 13 under "Emergency repairs". You cannot authorise further repairs to Your Vehicle without Our prior consent.
- b) Before We make a decision regarding Your claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor Vehicle assessor will be appointed by Us. We or Our assessor will make the necessary arrangements with You.

5. Parts, extras and accessories

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

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

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

6. Sublet repairs

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

7. Guarantee and warranty

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

8. Assist Us with Your claim

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

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

9. Our rights of recovery

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

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

If Your Vehicle is a Total Loss and We have agreed to 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.

11. Payment of unpaid premium when Your Vehicle is a Total Loss

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

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

12. 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 22.



Sompo Japan Insurance Inc.
(Incorporated in Japan)
ABN 31 000 837 801.

Thank you for receiving this
document electronically.

Sompo Japan Insurance Inc.
supports positive initiatives
for our environment.

Sompo Japan Insurance

Suite 602, Level 6
50 Berry Street
North Sydney NSW 2060
Telephone: 1300 0 SOMPO
or 1300 076 676

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