



Commercial Motor

Product Disclosure
Statement and
Policy Wording



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Important Information

About This Document

This is an important document that must be read carefully before making a decision in relation to this insurance (which is not compulsory). The **insurer** is responsible for the content of this document.

This document can help **you** to:

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

See the definition in “Words with Special meanings” section page for details regarding of **terms** that have special meaning. In some cases, a word with special meaning may be defined in a specific part of the **policy**.

This document is also a Product Disclosure Statement (PDS) under the Corporations Act 2001 (Cth) to the extent specified (See “Further PDS Information”).

What You Need to Read and Understand

This document contains:

- this Part 1 – Important Information section which contains certain important notices, **terms** and other information;
- Part 2 – Policy Cover Sections which sets out the covers this insurance can provide (subject to eligibility) and the other standard **terms** and conditions which will apply to the covers (including any applicable limits and exclusions). It includes General Definitions which sets out the special meaning **we** give to certain words used in the **policy**. Other words may be specially defined in a **policy** section, **term** or condition.

If **we** issue **you** with a **policy**, **you** will be given a **policy schedule**. The **policy schedule** sets out certain additional **terms** applicable to the **policy** and other matters specific to **you** such as the cover **you** have been issued and the **policy** sums insured and limits of liability.

The **policy schedule** must be read together with this document and any other documents **we** agree with **you** will form part of the **policy** that **we** issue. Where **we** agree, documents other than this document and the **policy schedule** will form part of the **policy** (often called **endorsements**), any such documents will be dated and will include a statement identifying them as part of the **policy**.

Together they form **your policy**/contract with **us**. These are all important documents and should be carefully read together and kept in a safe place for future reference.

What Happens if You Don't Meet Your Obligations, or an Exclusion or Other Limitation Applies

If **you** don't meet **your** obligations under the **policy terms** or an exclusion or other limitation applies, **we** may refuse or reduce what **we** pay in relation to a claim and/or cancel **your** Policy, subject to applicable law which may restrict **our** rights in certain circumstances.

For more detail on **our** rights and restrictions regarding these rights refer to “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim”.

The law is complex and the result can depend on the circumstances. See “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim” and “Cancellation” for further information.

About Sompo Japan Insurance

The **insurer** of the product is Sompo Japan Insurance Inc. ABN 31 000 837 801, AFSL 530900 incorporated in Japan (Sompo) (referred to in this document as “we”, “our” or “us”).

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

This insurance is arranged and administered by SURA Pty Ltd ABN 36 115 672 350 AFSL 294 313 (SURA).

SURA act under an authority given by **Sompo** to issue, 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 providing any financial services in relation to the **policy** SURA will be acting as agents for **Sompo**, not for **you**.

SURA Pty Ltd's contact details are:

Level 14, 141 Walker Street

North Sydney, NSW 2060

PO Box 1813 North Sydney 2059

Telephone: 02 9930 9500

Applying for Cover

When **you** apply by completing **our** application process **you** need to provide the information **we** require to determine whether to issue a **policy** and if so, on what **terms**, including:

- the limits **you** want;
- the period of cover **you** want;
- the **excesses** that **you** want to contribute for certain claims (to the extent these are variable); and
- whether any standard **terms** need to be varied (this may be by way of an **endorsement**).

Where **we** agree to issue a **policy**, cover is provided on the basis:

- that **the insured** has paid or agreed to pay **us** the premium for the cover provided; and
- of the verbal and/or written information provided by **the insured** which must have given in accordance with **your** Duty of Disclosure either verbally or in writing.

Your duty of disclosure, and the consequences of non-disclosure, are provided under the heading ‘Your Duty of Disclosure’.

Our Contract with The Insured

Where **we** agree to enter into a **policy** with **the insured** it is a contract of insurance between **us** and **the insured**.

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 33-40; 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 41-44.

- **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 38.

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 41-44.

- **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 41-44. 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 25-27.

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 32. 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 9500

There are words with special meaning

See the “Words with Special Meaning” section on pages 28-32.

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 18.

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, including 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**.

If **you** want to request a change contact **us**. – See in particular "Changes to Your Insurance Details – What You Must Tell Us" on page 49.

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 49.
- 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" pages 53-55 and "Prevention of Loss or Damage" page 50 and "Choice of Repairer" page 56.
- seeking **our** consent before taking certain action. For example, before **you** incur legal costs for liability claim see "Legal Costs" page 43 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 page 15 and "Cancellation" on pages 51-52 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 pages 51-52).

We can cancel where permitted by law, see pages 51-52. 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 9930 9510
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 53-58. 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 pages 22-23.

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 14 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.

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 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**.

General Advice Warning

Any advice about this insurance that **we** or SURA give **you** is of a general nature. **We** do not consider **your** individual objectives, financial situation or needs. It is up to **you** to choose the cover **you** need, and **you** should carefully read this document and any other documents that form part of the **policy** before deciding whether this insurance is right for **you**.

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

We may only ever refuse to pay or reduce the amount **we** pay under a claim to the extent permitted by applicable law.

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

- a) when **you** apply for cover (this includes new business, variations, extensions, reinstatements, and renewals) and **you** do not comply with “Your Duty of Disclosure”; or
- b) if **you** do not comply with or meet a **policy term** or condition or **we** can rely on an exclusion or other limitation (all referred to as “Terms” when used in the **policy**) – See “Our rights regarding the operation of or breach of a term of the policy”;
- c) if **you** make a fraudulent claim – see “Fraudulent claims” below for more detail;
- 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” for more detail.

We may also have cancellation rights in the above circumstances to the extent permitted by applicable law.

Subject to applicable law, the amount of any claim entitlement can also be affected and/or reduced by other things including any limits (e.g. monetary or time limits) or **excess(es)** that apply and outstanding Premium and recoveries **you** or **we** might make relevant to a loss as set out the in the **policy terms**.

Our rights regarding the operation of or breach of a term of the Policy

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 applicable law (including **our** right to refuse or reduce a claim if **you** do not comply with or meet a **policy term** or condition or where an exclusion or other limitation applies). The law can be complex and **we** provide a high-level summary below of some key examples on how the Insurance Contracts Act 1984 (Cth) may affect matters depending on the circumstances. To the extent of any inconsistency the Insurance Contracts Act 1984 (Cth) will prevail.

Other laws can apply beyond the Insurance Contracts Act 1984 (Cth) such as the Corporations Act 2001 (Cth) and the Australian Securities and Investment Commissions Act 2001 (Cth) and **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; or
 - 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,**we** may not refuse to pay or reduce the claim by reason only of that act, but **we** can reduce **our** liability in respect of the claims 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 **policy** 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 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 applicable 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).

Your Duty of Disclosure

Before the contracting insured enters into an insurance contract (referred to as “you” and “your” in this notice), **you** have a duty to tell **us** of anything that **you** know, or could reasonably be expected to know, may affect **our** decision to insure **you** and on what **terms**.

You have this duty until **we** agree to insure **you**.

You have the same duty before **you** renew, extend, vary, or reinstate an insurance contract.

You do not need to tell **us** anything that:

- reduces the risk **we** insure **you** for;
- is of common knowledge;
- **we** know or should know as an insurer; or
- **we** waive **your** duty to tell **us** about.

If you do not tell us something

If **you** fail to comply with **your** Duty of Disclosure, and **we** would not have entered into the contract, for the same premium and on the same **terms** and conditions, had the failure not occurred, **we** may, subject to applicable law:

- be entitled to cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both; or
- if **your** failure to tell **us** is fraudulent, refuse to pay a claim and treat the contract as if it never existed.

Subject to applicable law or unless **we** state otherwise, a breach of the duty by one contracting insured affects all contracting insureds in these ways.

Avoiding misrepresentations

Under the Insurance Contracts Act 1984 (Cth) if the contracting insured (referred to as “you” and “your” in this notice) makes a misrepresentation to **us** before the insurance contract is entered into (this includes before each renewal, extension, variation, replacement or reinstatement of an insurance contract) and **we** would not have entered into the contract, for the same premium and on the same **terms** and conditions, had the misrepresentation not occurred, **we** may, subject to applicable law:

- be entitled to cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both; or
- if **your** misrepresentation was fraudulent, refuse to pay a claim and treat the contract as if it never existed.

Subject to applicable law or unless **we** state otherwise, a breach of the duty by one insured affects all insureds in these ways.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. For example, a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided. **We** will not treat something as a misrepresentation merely because **you** failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Refer to the Insurance Contracts Act 1984 (Cth) for full details as this is only a summary.

Answering Our questions

Answers to **our** questions help **us** decide whether to provide this insurance and if so, on what **terms**.

When answering **our** questions:

- take reasonable care to make sure **your** answers are true, honest, up to date and complete in all respects. **You** may breach the duty if **you** answer without any care as to its truth or if **you** only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for **you**, **we** will treat their answers as **yours**. In such a case, **you** should check the questions have been answered correctly on **your** behalf by them.

Please note that **you** have obligations beyond these pre contractual duty of disclosure and avoiding misrepresentation obligations once the contract is entered into, which are set out in the contract **terms** and applicable law.

Duty of Utmost Good Faith

The following can also (where applicable) affect **our** and **your** rights and obligations regarding the operation of, reliance on, or breach of a **term** of the **policy**:

- 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. The obligation also extends to **third party beneficiaries** as defined in the Act but only applies to them after the contract is entered into.
- 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 applicable 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**.

If **you** do, it may adversely affect **your** rights to cover under the **policy** and/or allow **us** to cancel the **policy**. Applicable law may restrict **our** rights in certain circumstances. See “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim” and “Cancellation” for further information.

You must not, without obtaining **our** prior written consent (such consent not to be unreasonably withheld):

- assign any benefits, rights or obligations under **your policy**; or
- enter into any agreement, make any admissions or take any action or step with another party:
 - where **you** are assuming a greater liability than would apply had **you** not done so; or
 - which prevents **you** (or **us**) from taking a recovery action for **damages**, indemnity or contribution from that other party **you** would have been entitled to.

Third Party Interests

The contracting insureds (**the insured**) are the only parties to the **policy**.

No insurance is provided in relation to the interest of any persons not specified as being entitled to access a benefit under the **policy**.

The benefit of the cover under the **policy** is extended automatically to **third party beneficiaries**. They are not contracting parties and only access the benefit of cover by reason of the operation of section 48 of the Insurance Contracts Act 1984 (Cth). The following sets out how the **policy** operates in relation to such persons (subject always to the operation of applicable law).

Access to cover only applies from the time they become a **third party beneficiary** and ends when they are no longer a **third party beneficiary**.

Nothing in the **policy** is intended to give any such **third party beneficiaries** any right to enforce any **term** of the **policy** which that person would not have had but for the Insurance Contracts Act 1984 (Cth). Their rights and obligations are subject to the operation of the Insurance Contracts Act as it applies to such persons and other applicable law.

They:

- have, in relation to a claim, the same obligations to **us** as they would have if they were **the insured**; and
- may discharge **the insured's** obligations in relation to the loss, **damage** or liability.

We also have the same defences to an action by such persons as **we** would have in an action by **the insured** including, but not limited to, defences relating to **the insured's** conduct (whether the conduct occurred before or after the **policy** was entered into). Any exclusions applying to **the insured** also apply to a **third party beneficiary** claiming under the **policy**.

Such persons have no right to cancel or vary the **policy** or its cover – only **the insured** (as the contracting party) and **we** can do this. If **we** cancel or vary the **policy** or its cover, **we** do not need to obtain such persons' consent to do so.

We also do not provide any notices in relation to this insurance to such persons as they are not a contracting party to the **policy**. **We** only send notices to **the insured** who **we** have contractual obligations to under the **policy**.

Neither **we** nor **the insured** hold anything on trust for, or for the benefit or on behalf of any such persons under this insurance arrangement.

The insured:

- does not act on **our** behalf in relation to the insurance;
- is not authorised by **us** to provide any financial product advice, recommendations or opinions about the insurance.

Any **third party beneficiary** needs to read this document and other documents forming the **policy** carefully to properly understand the benefits they have access to as non-contracting parties. The insurance cover is subject to the **terms**, conditions, limitations and exclusions of the **policy**.

Any person who may be entitled to a benefit under the **policy** should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by **us** or **our** representatives that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

In some cases **the insured** may specify loss payees **we** will make payments to (e.g. a financier).

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 unreasonably be 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 Sompō 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

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (“the Code”), which is a self-regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry.

We have adopted and support the Code. For further information on the Code, please visit www.codeofpractice.com.au

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers’ compliance with the Code. For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au>

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 are dissatisfied with any aspect of your relationship with **us** including **our** products or services, and wish to make a complaint, **we** ask you first try to resolve it by contacting the relevant member of **our** team who are trained to handle complaints fairly and efficiently. Please provide **us** with **your** claim or **policy** number (if applicable) and as much information as you can about the reason for your complaint.

If the matter is still not resolved after 5 business days, your complaint will be automatically referred to **our** Complaints Team to review. The Complaints Team members are independent and are committed to reviewing complaints objectively, fairly and efficiently.

You can contact **our** Internal Disputes Resolution Officers on 1300 076 676, or by email at IDR@Sompo.com.au or by writing to **us** at the address for **Sompo** given above. The issues raised in your complaint will be investigated and **we** will advise you if further information is required to complete the review. They will seek to resolve the matter with thirty (30) days, in accordance with the General Insurance Code of Practice and **our** Dispute Resolution procedures.

If **we** are unable to reach a decision within this time frame, **we** will provide you with the reasons for the delay prior to the expiry of this time frame. In this case or in cases where further information or investigation is required, **we** will work with you to agree reasonable alternative time frames.

If **we** cannot agree, or your complaint remains unresolved after thirty (30) calendar days, your complaint is now considered a dispute and you may refer your dispute to the Australian Financial Complaints Authority (AFCA) as detailed below, subject to its Rules. If your complaint or dispute falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Should you wish to request copies of any information that **we** have relied upon to come to **our** decision, **we** will provide it (to the extent allowable by law) within ten (10) business days of your request.

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

AFCA

If you are dissatisfied with your complaint or dispute determination, or your complaint or dispute has not been resolved to your satisfaction within thirty (30) calendar days, you may refer your complaint or dispute to 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, subject to its Rules. For further details you can visit their website at www.afca.org.au or contact them

Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

Telephone: 1800 931 678

Email: info@afca.org.au

A complaint can be referred to AFCA at any time subject to its Rules.

AFCA only considers complaints (otherwise covered by its Rules) referred to it within 2 years of **our** final decision, unless AFCA considers special circumstances apply. 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 Sampo 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>

Contact for Assistance or Confirmation of Cover

If **you** need to confirm any **policy** transaction or clarify any of the information contained in this document or if **you** have any other queries, please contact **us** via the details on the back cover.

Further PDS Information

This insurance contains cover which may or may not be provided to a retail client as defined under the Corporations Act 2001 (Cth) depending on the circumstances. Only the parts of this document (and any other documents forming part of the **policy**) that apply to cover provided to a retail client, will form the Product Disclosure Statement (PDS) for the purposes of the Corporations Act 2001 (Cth).

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 **policy 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. An electronic copy made available without charge by contacting **us** using **our** contact details in this document.

This PDS (together with any amendments, updates or **endorsements** of Supplementary PDS that **we** give **you** in writing which may vary it when required or permitted by law) will also apply for any offer of renewal **we** make, unless **we** tell **you** otherwise or issue **you** with a new and updated PDS.

Policy Interpretation

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;
- the words “includes”, “including”, “for example”, “particularly” or “such as” or equivalent are not used as, nor are they to be interpreted as, in any form is not a word of limitations; and when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- any examples provided are subject always to the **policy terms** and applicable law; and
- a reference to “\$” or “dollar” is to Australian currency.

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
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 .	33
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 .	34
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 .	34
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 .	34
Emergency Repairs	Reimbursement for repairs to enable you to drive your vehicle .	Up to a maximum of \$1,000 any one accident .	34
Emergency Services Cover	Cover for charges imposed by the fire brigade, police or any emergency services.	Up to a maximum of \$20,000.	34
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.	34
Employees Vehicles	Cover for employees vehicles whilst being used in connection with your business.	Up to a maximum of \$50,000 any one accident .	35
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 .	35
Funeral Expenses	Cover for funeral expenses following the death of your driver.	Up to a maximum of \$10,000 any one event .	35
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.	35

Cover	Summary of cover available	Benefits	Page
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 .	35
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.	36
Personal Property	Cover for loss or damage to personal property .	Up to a maximum of \$1,000 any one theft or accident .	36
Recovery Cost – No Damage	Cover for recovering your vehicles where there has been no damage sustained.	Up to a maximum of \$5,000.	36
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 .	36
Removal of Basic Excess for Windscreen Claims	Removal of basic excess where your vehicles windscreen or window glass is accidentally broken.		37
Removal of Debris	Cover for costs to clean up debris from goods falling or leaking.	Up to a maximum of \$10,000.	37
Sign Writing	Cover for the costs to reinstate any sign writing or artwork.	Up to a maximum of \$5,000 any one event .	37
Tools of Trade	Cover for loss or damage to your tools.	Up to a maximum of \$1,000.	37
Towing	Cover for costs to protect and tow your vehicle .	Up to a maximum of \$5,000.	37
Unspecified Accessories	Loss or damage to any equipment or apparatus as maintained by you .	Up to a maximum of \$5,000 any one event .	38
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.		38
Vehicle Return	Cover for additional costs to return your vehicle to its original destination or point of departure.	Up to a maximum of \$5,000 any one event .	38

Additional Benefits Applicable to Section 2 – Liability Cover

Cover	Summary of cover available	Benefits	Page
Falling Goods	Your liability if a third party's property is damaged by falling goods from your vehicle .	Up to the limit of liability.	42
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.	43
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.	42
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.	42
Substitute vehicle	Accidental damage to a third party's property caused by you driving a vehicle not belonging to you whilst your vehicle cannot be used because it is undergoing repairs.	Up to the limit of liability.	42
Uninsured Motorists	Cover for damage to your vehicle caused in an accident with an uninsured driver.	Up to a maximum of \$5,000.	44

Words with Special Meaning

Some key words and terms used in the policy have a special meaning that appear below when the word is bolded in this document. 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 38.

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 38.

Covered fire means **accident 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 38.

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 53-58).

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**.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal; or
- a dam.

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 time during which the **policy** is in existence. It:

- starts from the beginning of the “Period of Insurance” specified in the **policy schedule**; and
- finishes 4.00pm on the last day of the end of that period of insurance, unless ending earlier in accordance with the **policy terms** or applicable law. Each renewal results in a new contract and new 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).

Third Party Beneficiary/ies means persons who are not contracting parties to the **policy** but to whom the benefit of cover is extended by reason of section 48 of the Insurance Contracts Act 1984 (Cth) that:

- are expressly specified in the **policy** as a person or type of person to which the benefit of cover is extended; or
- are listed in the **policy schedule** as “Third Party Beneficiaries”,

unless otherwise excluded, but only to the extent of their interest specified. See “Third Party Beneficiaries” clause for details on the rights and obligations of third party beneficiaries.

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, acting through its agent SURA Pty Ltd ABN 36 115 672 350 AFSL 294 313 (SURA) under a binder.

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

Section 1 – Loss of or Damage to Your Vehicle

The following only apply to the extent relevant and subject to applicable law which may restrict **our** rights in certain circumstances. For more detail on these restrictions see “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim”.

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 36 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 36 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 15 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 \$5,000.

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 2 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 or sun roof 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** resulting from a **covered accident** 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 pay the first tow which occurred.

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.

We will pay up to a maximum of \$5,000 for any one **event** for the cost of protection, removal, towing and storage.

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 **damaged 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 \$5,000.

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 15 and “Cancellation” on pages 51-52 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

The following only apply to the extent relevant and subject to applicable law which may restrict **our** rights in certain circumstances. For more detail on these restrictions see “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim”.

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:

- 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 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:

- a) explosives or radioactive goods;
- b) gases in containers larger than 500 litres;
- c) all other **dangerous goods** in containers larger than 400 kg for solids or 450 litres for liquid or pastes; or
- d) 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 15 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 15 and “Cancellation” on pages 51-52 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 15 and “Cancellation” on pages 51-52 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.

We will not refuse **your** claim if **you** can prove that the **accidental** loss, **damage** or liability was not caused or contributed to by its greater load towed or carried, or number of passengers carried.

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 15 and "Cancellation" on pages 51-52 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 you** become aware (or a reasonable person in **your** circumstances would become aware of) of any changes to:

- a) any information contained in the **policy schedule**;
- b) the most recent information provided by **you** to **us** in relation to the **policy** which **you** know, or could reasonably be expected to know, may affect the risks insured by **us**, or
- c) **your vehicle** is modified in a manner that affects its value or performance in any way.

Except to the extent the **policy** expressly provides otherwise and subject to applicable law, where the change:

- reduces the risk **we** insure **you** for, **we** may (if applicable) provide **you** with a refund of a portion of the premium paid by **you** where the change affects the premium payable; or

- increases the risk **we** insure **you** for, **we** may:
 - refuse to accept the change;
 - agree to the change in writing subject to **terms** acceptable to **us**, provided that **you** pay or agree to pay **us** any additional premium **we** may require; or
 - cancel the **policy**; or
 - choose not 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** to the extent permitted by applicable law. See “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim” on page 15.

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 4:00pm on the day **we** receive **your** notice of cancellation, or such other time otherwise agreed between **us** and **you**.

Cancellation by Us

Subject to applicable law, **we** may cancel the **policy** 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;
- **you** failed to comply with the Duty of Disclosure where that duty applies to **you**, or made a misrepresentation to **us** during the negotiations for the **policy**, before entering into, varying, extending or renewing the **policy**;
- **you** failed to comply with a provision of the **policy**, including a provision with respect to payment of the premium;
- **you** have made a fraudulent claim under the **policy** or any under some other contract of insurance (whether with **us** or some other insurer) that provides insurance cover during any part of the period during which the **policy** provides insurance cover;
- **you** 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**; or
- 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 in **our** cancellation notice and subject to applicable law):

- the time when another **policy** of insurance replacing the **policy** is entered into by **you** with **us** or another insurer; or
- 4:00pm in the afternoon of the third (3rd) business day after the day on which notice was given to **you** unless specified otherwise or 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 4:00pm of the fourteenth (14th) business day after the day on which notice was given to **you**.

Effect of Cancellation

Subject to applicable law, the **policy** with **us** ends from the time of cancellation. However, cancellation by **us** or **you** does not have affect any rights that **you** had under the **policy** when it was in force. For **your** rights to any Premium refund in relation to cancellation see "Premium Refund" section.

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 15 and "Cancellation" on pages 51-52 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 as soon as possible:

- 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 applicable law.

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

- give **us** all relevant information, documentation and other assistance that **we** may reasonably require to substantiate and investigate the claim, that **we** request (including attending an interview or giving evidence in court as **we** may reasonable 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 55-56;
- 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 22.

What Happens After You Make a Claim

The following only apply to the extent relevant and subject to applicable law which may restrict **our** rights in certain circumstances. For more detail on these restrictions see “When We Can Refuse to Pay or Reduce the Amount We Pay Under 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.

If **you** don't pay the **excess to us** or as **we** direct, **we** may deduct the **excess** from the amount **we** pay in relation any claim. Unless **we** expressly state otherwise, the relevant limit of liability **we** pay up to is less any applicable **excess**.

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 and acting reasonably) 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 34 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 **50**.



SOMPO

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

Thank you for receiving this
document electronically.

Sompo Japan Insurance
supports positive initiatives
for our environment.

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Preparation Date 05/10/2023
Effective Date 09/11/2023

SJCOM V4 11-23