

Commercial Motor Vehicle Insurance

**PRODUCT DISCLOSURE STATEMENT
AND POLICY BOOKLET**

Contents

	PAGE
Product Disclosure Statement	1-4
Important Information	5
Agreement	5
General Definitions	6-7
Section 1 – Defined Events	8
Section 2 – Settlement	9-10
Section 3 – Additional Benefits	11-14
Section 4 – Optional Cover	15
Section 5 – General Exclusions	16-18
Section 6 – General Conditions	19-21
– Claims Procedures	19
General Insurance Code of Practice	22
Fraud Hotline	23

PRODUCT DISCLOSURE STATEMENT (PDS)

WHAT IS THE PRODUCT DISCLOSURE STATEMENT?

This Product Disclosure Statement (PDS) is designed to help you understand the key features of the Commercial Motor Vehicle Policy so that you can make an informed choice about whether to buy this product.

This PDS is a summary only of the cover available under the Commercial Motor Vehicle Policy.

For full details of the benefits, limitations, exclusions and options refer to the policy part of this booklet and your Certificate of Insurance or written quotation.

Choosing the type of insurance

You need to consider the type of insurance cover that suits your requirements. The significant features and benefits of the Commercial Motor Vehicle Policy are summarised below.

COMMERCIAL MOTOR VEHICLE POLICY

Depending on which options you choose, the Commercial Motor Vehicle Policy covers your nominated vehicles for loss or damage caused by an accident, by fire or through theft. There is also cover for your legal liability to a third party for property damage and in some cases personal injury.

What cover is available?

You can choose to insure:

business and private sedans, station wagons, vans, utilities, trucks, trailers, forklifts and other vehicles, and more than one vehicle.

The cover chosen can differ for each of the vehicles insured.

There is a choice of cover available for each vehicle, including:

- Comprehensive cover (this includes cover for loss or damage to the nominated vehicle as a result of an accident, by fire, or if the vehicle is stolen. It also includes \$20 million legal liability cover where the nominated vehicle causes damage to someone else's property, and in some cases personal injury, and you are, or the authorised driver is, at fault),
- Third party liability Fire and Theft cover (this includes cover for loss or damage to the nominated vehicle caused only by fire, or if the vehicle is stolen. It also includes \$20 million legal liability cover where the nominated vehicle causes damage to someone else's property, and in some cases personal injury, and you are, or the authorised driver is, at fault), or
- Third party liability only cover (this includes cover of up to \$20 million for where the nominated vehicle causes damage to someone else's property and in some cases personal injury, and you are, or the authorised driver is, at fault. It does not provide cover for damage to the nominated vehicle).

A sedan, station wagon, van or utility with less than 2 tonnes carrying capacity is covered for a value agreed between you and us (agreed value). In some circumstances we may cover these vehicles on a different basis. Refer to your Certificate of Insurance for details of the cover provided. Other vehicles are covered for their value as assessed by us at the time of the incident resulting in a claim (market value).

PRODUCT DISCLOSURE STATEMENT (PDS) (CONTINUED)

Are there any additional benefits?

If you choose **comprehensive** cover, the additional benefits you will receive include:

No Blame Bonus Concession – this protects the no claim bonus on the insured vehicle where the vehicle is involved in an accident and another person is entirely at fault for the accident and you can identify that person.

No Fault Excess claim for a sedan, station wagon, van or utility with less than 2 tonnes carrying capacity. You **will not** be required to pay an excess where the insured vehicle is involved in an accident and the driver of the other vehicle is entirely at fault and you can identify that person.

If you have **third party liability** cover, you will receive:

- up to \$25,000 cover for all claims arising out of any accident involving the commercial transportation of hazardous goods, and
- up to \$5,000 cover for the removal and disposal of any debris falling or spilling from the insured vehicle as a result of an accident

Are there any optional covers available?

Yes, no claim bonus protection cover has automatically been provided for any sedan, station wagon, van or utility with less than 2 tonnes carrying capacity where the vehicle is on the maximum no claim bonus (60%) and is covered for accident, fire and theft. With this cover you can make one claim each period of cover without losing the maximum no claim bonus on the vehicle. If you choose not to take this cover, **we will** reduce the cost of the policy.

Restrictions and limits on the cover

In a number of circumstances, there are restrictions and limits on the cover. This means there will either be no insurance provided or the amount **we will pay** you may be limited.

Some examples of circumstances where no insurance is provided, include when:

- the driver of the vehicle is affected by drugs or alcohol
- the vehicle is in an unroadworthy condition, or
- the driver of the vehicle is unlicensed.

Further examples where no insurance is provided include:

- repair of wear and tear damage to the vehicle
- any loss due to you not being able to use the vehicle, or
- replacement of keys or locks if keys to the vehicle are stolen or missing.

Examples of where no third party liability insurance is provided include:

- the vehicle is unregistered or unlicensed
- where your liability is to a family member, person ordinarily residing with you or an employee, or
- any liability in respect of which you are, or anyone else is, required by law to have another policy of insurance. For example where you are required to have compulsory third party injury insurance.

We won't cover you for any damage above the amount of insurance you have selected. Full details of the exclusions appear in Sections 1 and 5 of the policy part of this booklet.

For full details of the terms, conditions, restrictions and limits of the Commercial Motor Vehicle Policy see the policy part of this booklet.

GENERAL MATTERS

Information you need to provide

When you apply for insurance you will need to give us information about you and your circumstances. We need this to decide whether to enter into an insurance contract with you and, if so, on what terms. Any personal information you give us will be treated in accordance with the Privacy Act. For further information on privacy and your personal information refer to the Important Information section of your written Quotation, Cover Note or Certificate of Insurance.

Your Disclosure Obligations

When you take out insurance with us you have a duty to tell us of everything that you know, or could reasonably be expected to know, is relevant to our decision to insure you and to the terms of that insurance.

If you are not sure whether something is relevant you should inform us anyway.

You have the same legal duty to inform us of those things before you renew, extend, vary, or reinstate your contract of general insurance.

Your duty however **does not** require disclosure of things that:

- reduce the risk
- are common knowledge
- we know or, in the ordinary course of our business, ought to already know, or
- we tell you that we do not want to know.

If you do not comply with your Duty of Disclosure, we may be entitled to:

- reduce our liability for any claim
- cancel the contract, or
- avoid the contract from its beginning, if your non-disclosure was fraudulent.

What makes up your contract?

When we accept your application, or renew your insurance, or if your insurance is amended, your insurance contract is made up of the following two documents:

- the wording of the policy part of this booklet which applies to the type of cover you have selected, and
- your Certificate of Insurance, which shows the type of cover you have, any change or addition to that cover as well as other information specific to your contract of insurance.

We recommend that you read this booklet and your Certificate of Insurance carefully and keep it with your important papers.

Are there any excesses payable?

If you make a claim under the policy you may have to contribute some money towards the cost of the claim.

The amount of any excess and when it applies is detailed in the policy part of this booklet or your written quotation, cover note or certificate of insurance.

When making a claim you may be required to pay one excess or more.

Cost of the policy

The cost of the policy, or premium, is made up of the amount that we charge you for the cover plus any statutory charges such as GST and stamp duty. The details of these costs will be on your written quotation, cover note or certificate of insurance.

You can choose to pay your premium up-front annually or by direct debit on a monthly basis. We may also allow you to pay on a quarterly or half year basis. To reward you for paying up-front annually, the cost of the policy will be less than if you pay by monthly instalments. This is because the monthly instalments include an administration charge for processing the payments.

If you choose to pay by monthly direct debits, you must ensure that your payments are made each month. If a payment is unpaid for 14 days we may refuse to pay any claim under the policy. If one instalment is outstanding for one month or more, we may elect to cancel your policy.

If you request an amendment to the cover during the policy period, you will be informed of the cost (if any) of making the amendment.

Is there a cooling off period?

There is a 21 day cooling off period. If you're not completely satisfied with your policy, you can cancel it in writing within 21 days of the issue date and receive a full refund. This will not apply if you make a claim for any incident within the 21 day period.

WHO CAN I TALK TO IF I HAVE QUESTIONS, CONCERNS OR A COMPLAINT?

Step 1 - Talk to our staff first

If they are unable to resolve the matter for you, they will refer the matter to a manager.

Step 2 - Contact Customer Relations

If the matter cannot be resolved through a manager we can put you in contact with our Customer Relations Department.

Step 3 - Seek an external review of the decision

Customer Relations can advise you of the various external bodies available to you if the matter cannot be satisfactorily resolved internally.

IMPORTANT INFORMATION

ABOUT THE COMMERCIAL MOTOR VEHICLE POLICY

Under the Commercial Motor Vehicle Insurance policy you can select the level of insurance cover that is most suitable for your Vehicles, including Comprehensive, Third Party only or a range of other options.

Please take time to carefully read this policy to ensure the level of cover selected will suit your requirements.

If you find the cover provided does not meet your requirements please contact us immediately.

- (1) Cover provided by this policy differs from the prescribed policy for motor vehicle insurance contained in the Insurance Contracts Regulations.
- (2) The differences that reduce cover are printed in *italics*.

AGREEMENT

<p>(1) Our agreement with you</p>	<p>(a) As you have paid, or agreed to pay us the Premium, we will insure you in accordance with this Policy.</p> <p>(b) The insurance we provide in each Section is subject to the terms, Specific Conditions, Specific Exclusions, and limits set out in that Section as well as the General Exclusions in Section 5, the General Conditions in Section 6, and any endorsements shown on the Certificate of Insurance.</p> <p>(c) You, or any other person insured under this policy, must comply with all such terms, conditions, and endorsements, otherwise you may not be able to claim under this policy.</p>
--	--

GENERAL DEFINITIONS

The intended meanings of some of the important words used throughout this policy are shown in the following table.

Word	Meaning
“Accessories”	<p>(a) Standard tools, accessories and equipment fitted to or contained in the Vehicle (including those owned or fitted by your employees).</p> <p>(b) Artwork or signwriting, gates, tarpaulins, chains, ropes, and winches while attached to or contained within the Vehicle.</p> <p>(c) Any additional tools, accessories or equipment that we have agreed to insure and described in the Certificate of Insurance or in other documents forming part of your policy.</p>
“Agreed Value”	The value specified in the Certificate of Insurance for a sedan, station wagon, van, or utility with a carrying capacity of less than 2 tonnes.
“Business”	Your business, trade, or profession, as specified in the Certificate of Insurance.
“Certificate of Insurance”	The certificate issued by us which forms part of this policy and shows your policy number, Premium, the insurance cover selected by you, and any special terms, limits, conditions, exclusions, or endorsements.
“Endorsement”	A written alteration or addition to the terms and conditions of this policy, as indicated in the Certificate of Insurance.
“Excess”	The amount you have to pay towards the cost of any claim under this policy.
“Market Value”	The cost to buy a vehicle of the same age, condition, model, and make as the Vehicle, as assessed by us.
“Period of Insurance”	The period specified in the Certificate of Insurance.
“Personal Effects”	<p>Items of clothing or personal belongings normally worn or carried by a person but not including:</p> <p>(a) firearms, sporting or photographic equipment;</p> <p>(b) mobile phones, musical instruments, or computers;</p> <p>(c) cheques, money, credit cards or negotiable instruments; or</p> <p>(d) jewellery, watches or furs.</p>
“Premium”	The amount payable by you for the insurance provided by us under this policy.
“Proposal”	The form completed by you giving answers, particulars, and statements in respect of the insurance required by you.
“Sum Insured”	The amount specified in the Certificate of Insurance.
“Tool of Trade”	<p>A Vehicle equipped with a tool, implement or device for:</p> <p>(a) digging, scraping, grading, drilling or levelling; or</p> <p>(b) lifting, lowering, or supporting any object or person.</p>
“Total Loss”	<p>When:</p> <p>(a) the estimated cost to repair the Vehicle plus the value of any salvage exceeds the Market Value or the Sum Insured, whichever is the lesser; or</p> <p>(b) the Vehicle is stolen and not recovered within a reasonable period of time as determined by us</p>

GENERAL DEFINITIONS (CONTINUED)

Word	Meaning
“Vehicle”	Any mechanically propelled vehicle designed for use on land only, including a motor car, motor cycle, goods carrying vehicle, trailer, caravan, mobile plant and equipment, self propelled agricultural machine, or other vehicle, specified in the Certificate of Insurance, and its Accessories.
“we”, “us”, or “our”	The Insurer named in the Certificate of Insurance.
“you” or “your”	The person, company or other entity named in the Certificate of Insurance as being insured under this policy.

Section 1 – Defined Events

We insure you against each of the Defined Events listed below, occurring during the Period of Insurance within the Commonwealth of Australia, except as stated under We Will Not Pay.

Defined Event	<p style="text-align: center;">We Will Not Pay Refer also to the General Exclusions in Section 5</p>
<p>(1) Loss to the Vehicle caused by Accident, Fire, or Theft</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> (a) gradual deterioration or depreciation; (b) wear and tear, rust or corrosion; (c) structural, mechanical, electrical or electronic breakdown, malfunction or failure; (d) the tyres of the Vehicle being damaged by the application of brakes, or by road punctures, cuts or bursts; (e) loss of use of the Vehicle; or (f) loss by Theft during or after a Fire or Accident unless and until steps have been taken to ensure the safety of the Vehicle.
<p>(2) The incurring of a Legal Liability to pay compensation or damages for property damage or personal injury caused:</p> <ul style="list-style-type: none"> • by the use of the Vehicle; • by goods falling from or being carried by the Vehicle; or • during loading or unloading of the Vehicle 	<ul style="list-style-type: none"> (a) We will not pay for any liability caused by, arising out of, or in connection with: <ul style="list-style-type: none"> (i) any contract, warranty, or agreement unless such liability would have attached to you without the contract, warranty, or agreement; (ii) the use of any unregistered or unlicensed Vehicle owned by you or in your custody or control; (iii) the use of the Vehicle as a Tool of Trade except where the liability is caused: <ul style="list-style-type: none"> (A) directly by the Vehicle and does not involve loss or damage to underground cables, pipes, or other services; (B) by goods being lifted, lowered, or carried by the Vehicle; or (C) by the falling of goods being lifted, lowered, or carried by the Vehicle; (iv) delivery to or collection from the Vehicle; or (v) the commercial transportation of <i>Hazardous Goods</i>, except as provided in Section 2.2(d); (b) We will not pay for any liability: <ul style="list-style-type: none"> (i) to any member of your family or to any person ordinarily residing with you or with whom you ordinarily reside; (ii) in respect of which you are, or any other person is, required by law to have in force at the time such liability is incurred, a policy of insurance; (iii) in respect of which insurance is required by virtue of any statutory workers compensation scheme; or (iv) for Removal of Debris except as provided in Section 2.2(c). (c) We will not pay for: <ul style="list-style-type: none"> (i) property belonging to you or in your custody or control; (ii) fines or penalties; or (iii) punitive, exemplary, or aggravated damages.

Section 2 – Settlement

- (1) If you have a valid claim for loss, destruction, or damage to the Vehicle under this policy, we will settle your claim on the basis set out below.

Settlement Basis	
(a) Repair	<p>(i) We will either repair or replace the Vehicle, or at our option, make a cash payment equivalent to the cost of repairing or replacing the Vehicle.</p> <p>(ii) If the Vehicle can be repaired, we will advise you of a suitable repairer/s or repair centre. If the Vehicle is not driveable, we can arrange for it to be towed there. You may choose to have the Vehicle repaired at another repairer not nominated by us. In this instance we decide whether we will:</p> <p>(A) pay you what it would have cost us to repair the Vehicle at one of our nominated repairers;</p> <p>(B) pay you the fair and reasonable cost to repair the Vehicle at your nominated repairer; or</p> <p>(C) authorise the fair and reasonable cost of repairs at your nominated repairer.</p> <p>(iii) If the Vehicle is repaired to a better condition than it was in before the loss, destruction, or damage, you may be required to contribute to the cost of the repairs and your contribution will be based on the increased value of the Vehicle.</p>
(b) Cost of Parts	<p>We will not pay for the cost of:</p> <p>(i) spare parts (whether available within the Commonwealth of Australia or not) in excess of the manufacturer's last issued catalogue or price list for use in the Commonwealth of Australia;</p> <p>(ii) air freight of parts; or</p> <p>(iii) <i>fabrication of parts.</i></p>
(c) Total Loss	<p>Where we have settled the claim as a Total Loss and you have been indemnified:</p> <p>(i) the wreckage becomes our property;</p> <p>(ii) any proceeds of any salvage sale becomes ours; and</p> <p>(iii) the insurance on that Vehicle terminates and no refund of Premium applies.</p>
(d) Our Limit of Liability	<p>Our liability is limited to the Sum Insured, or the Market Value of the Vehicle at the time of loss, destruction, or damage <u>whichever is the lesser amount</u>, less the stated Excess.</p>
(e) Limit of Liability for Vehicles less than 2 Tonnes	<p>If the Vehicle is a sedan, station wagon, van or utility with a carrying capacity of less than 2 tonnes and there is an Agreed Value shown against the Vehicle in your Certificate of Insurance, our liability is limited to the Agreed Value, less the stated Excess.</p>
(f) Excess	<p>All applicable Excesses are cumulative</p>
(g) New Vehicle	<p>If you have a valid claim for loss, destruction, or damage to the Vehicle under this policy and your Vehicle is:</p> <p>(i) a sedan, station wagon, van, or utility with a carrying capacity of less than 2 tonnes;</p> <p>(ii) less than 12 months old from original registration; and</p> <p>(iii) a Total Loss;</p> <p>you may elect to have us replace the Vehicle with a similar make and model brand new vehicle including similar Accessories, subject to local availability.</p>

Section 2 – Settlement (continued)

Settlement Basis	
(h) Theft of insured Vehicle	If your vehicle is stolen and not found within 21 days we will declare the vehicle a Total Loss.
(i) Towing	Following loss, destruction, or damage we will pay , in addition to the Sum Insured, the reasonable cost of protection and removal of the Vehicle to a suitable repairer, repair centre, or place of safety we authorise.

- (2) If you have a valid claim for the incurring of a Legal Liability under Section 1(2), **we will pay** for the liability incurred on the basis set out below.

Settlement Basis	
(a) Our Limit of Liability	<p>We will pay up to a total of \$20,000,000:</p> <p>(i) in relation to any one accident or series of accidents arising out of the one event; and</p> <p>(ii) including all your legal costs and expenses incurred with our written consent or recoverable from you by a claimant; less any stated Excess.</p>
(b) Legal Expenses	<p>(i) We will pay for all legal expenses incurred with our written consent in defending any court proceeding arising from a claim for which cover is provided by this policy.</p> <p>(ii) We will not pay for legal expenses incurred by your failure to notify us immediately on receipt of any letter, notice of claim, writ, summons, or process.</p>
(c) Removal of Debris	<p>We will pay up to \$5000, in addition to the Limit of Liability, for the cost of removal and disposal of any debris resulting from:</p> <p>(i) goods falling from the Vehicle; or</p> <p>(ii) the spillage, escape, or explosion of goods being carried by the Vehicle; as a result of an accident.</p>
(d) Hazardous Goods	<p>We will pay up to \$25,000 for all claims arising out of any accident involving the commercial transportation of:</p> <p>(i) any substances which form explosive mixtures with organic and other readily oxidisable materials; or</p> <p>(ii) petroleum products, toxic chemicals, corrosive acids, inflammable liquids, gases, explosives, or inflammable substances having a closed cup flashpoint below 22.7° Celsius;</p> <p>provided that the transportation complies with The Australian Code for the Transport of Dangerous Goods by Road and Rail.</p>

Section 3 – Additional Benefits

- (1) If you are insured for loss, destruction, or damage to the Vehicle under Section 1(1), **we will** extend your insurance to include the following Additional Benefits.

Additional Benefit	Limits to Additional Benefits, not in addition to the Sum Insured unless otherwise stated
(a) Taxi Fare	<p>We will pay up to \$50 in addition to the Sum Insured, for the cost of a taxi fare paid by you for transport from the scene of the Accident where the Vehicle is damaged and requires towing, provided that you:</p> <ul style="list-style-type: none"> (i) provide us with a receipt; and (ii) have a valid claim under Section 1(1).
(b) Return of Vehicle	Where the Vehicle is stolen and recovered, we will pay the necessary costs involved in having the Vehicle returned to the place it is normally garaged.
(c) Use of Trailers	We will pay up to \$500 in addition to the Sum Insured, for loss, destruction, or damage to any two or four wheel trailer, other than a caravan, while it is attached to the Vehicle.
(d) Approved Security Device	<p>You will not lose your No Claim Bonus applicable to the Vehicle nor will you have to pay any Excess following the Theft or attempted Theft of the Vehicle, if:</p> <ul style="list-style-type: none"> (i) the Vehicle is fitted with a security device approved by us; and (ii) the device was armed and operable at the time of the Theft or attempted Theft.
(e) No Blame Bonus	<p>You will not lose the No Claim Bonus applicable to the Vehicle, if the Vehicle was involved in an accident if:</p> <ul style="list-style-type: none"> (i) another person was entirely at fault; and (ii) you can identify and provide the name and address of that person.
(f) Personal Effects	<ul style="list-style-type: none"> (i) We will pay up to \$500 in addition to the Sum Insured, for loss, destruction, or damage to Personal Effects belonging to you or your employees, if: <ul style="list-style-type: none"> (A) lost, destroyed, or damaged in an accident involving the Vehicle; or (B) stolen from your <i>securely locked</i> Vehicle. (ii) We will not apply any Excess for a claim for Personal Effects only.
(g) Funeral Expenses	<ul style="list-style-type: none"> (i) We will pay you \$4,000 in addition to the Sum Insured, in the event of the death of the driver of the Vehicle: <ul style="list-style-type: none"> (A) arising out of an accident involving the Vehicle; and (B) occurring within 12 calendar months from the date of the accident. (ii) We will not apply any Excess for a claim for Funeral Expenses only.
(h) Windscreen and Window Glass	You are entitled to make one Excess free claim for the replacement or repair of the front windscreen damaged in an accident, each Period of Insurance without losing the No Claim Bonus applicable to the Vehicle but only if the Vehicle has a carrying capacity of less than five tonnes.
(i) Hire Costs Following Theft	<p>We will pay up to \$1,000 in addition to the Sum Insured following the theft of the Vehicle for the cost of hiring a similar vehicle for a period:</p> <ul style="list-style-type: none"> (i) of 14 days; or (ii) up to the date of recovery of the Vehicle; <p><u>whichever is the lesser.</u></p>

Section 3 – Additional Benefits (continued)

Additional Benefit	Limits to Additional Benefits, not in addition to the Sum Insured unless otherwise stated
(j) No Fault Excess	<p>(i) If your Vehicle is a sedan, station wagon, van, or utility with a carrying capacity of less than 2 tonnes, you will not be required to pay an Excess for a claim, provided that:</p> <ul style="list-style-type: none"> (A) The driver of another vehicle was entirely at fault; (B) you can identify and supply the name and address of that driver and the registration number of the other vehicle; and (C) the amount of the claim exceeds the amount of any Excess, which would have otherwise been applicable. <p>(ii) Where there is disagreement as to fault, you must first pay the applicable Excess, however this will be refunded to you if it is established that the other driver was entirely at fault.</p>
(k) Transit	We will pay for loss, destruction, or damage to the vehicle while in transit by sea or air between places within the Commonwealth of Australia or whilst being loaded before, or unloaded after, such transit.
(l) Car Sharing Agreement	We agree that payment made by passengers, as part of a car sharing agreement for social or other similar purposes, including travelling to and from work, does not constitute the conveyance of passengers for hire, fare or reward.
(m) Emergency Repairs	We will pay up to \$500 for the reasonable cost of immediate repairs to enable your vehicle to be driven safely, following loss, destruction or damage.
(n) Expediting Expenses	We will pay up to \$1,000 or 15% of the normal repair costs, whichever is less, for the reasonable cost necessary to effect immediate temporary repairs or to expedite permanent repairs to your vehicle.
(o) Repair Guarantee	<p>If your vehicle is a sedan or station wagon, or is a four-wheel drive, van, utility, or other goods carrying vehicle that has a carrying capacity not exceeding 5 tonnes, we will arrange for repairs authorised by us to be rectified at no cost to you if we agree that the repairs are defective. Before we can arrange for the repairs to be rectified, you must allow us to inspect the vehicle.</p> <p>Wear and tear is not covered by this guarantee.</p> <p>This guarantee is for the life of the vehicle. This guarantee is in addition to any statutory rights and warranties that you may be entitled to.</p>

Section 3 – Additional Benefits (continued)

- (2) If you are insured for Legal Liability under Section 1(2) **we will** extend your insurance to include the following Additional Benefits.

Additional Benefit	Limits to Additional Benefits, not in addition to the Sum Insured unless otherwise stated
(a) Substitute Motor Vehicle	<p>We will pay for liability arising from the use of a substitute vehicle, provided that:</p> <ul style="list-style-type: none"> (i) the Vehicle must be unable to be used as a result of damage, or mechanical or electrical breakdown or failure; (ii) the substitute vehicle must not be owned by you but must be in your custody or control; (iii) the substitute vehicle must be similar to the Vehicle; (iv) there must be no other insurance policy which provides cover for the same liability; and (v) not more than one substitute vehicle may be used at any one time in respect of the Vehicle.
(b) Use of Trailer	<p>We will pay for liability arising from any trailer or caravan:</p> <ul style="list-style-type: none"> (i) while it is attached to the Vehicle; or (ii) that has accidentally become detached from the Vehicle while in motion.
(c) Indemnity for your Employer or Principal	<p>We will pay all sums for which your employer, principal, or partner, becomes legally liable to pay as your employer, principal, or partner, in respect of personal injury or property damage caused by, or arising out of, the use of the Vehicle.</p>
(d) Employees using own Motor Vehicle	<ul style="list-style-type: none"> (i) We will pay for your liability arising out of your employees using their own motor vehicle while on your Business. (ii) <i>We will not pay if your employees are entitled to cover under their own vehicle insurance.</i>
(e) Emergency Services Costs	<p>We will pay up to \$5,000 for your liability for charges imposed by the following authorities, as a result of an accident involving your Vehicle:</p> <ul style="list-style-type: none"> (i) Fire Brigade; (ii) State, Federal or Local Government Emergency Services; (iii) Police.
(f) Uninsured Motorist	<p>We will pay up to \$3,000, where the Vehicle is damaged in an accident with an uninsured vehicle provided that:</p> <ul style="list-style-type: none"> (i) you can provide us with the name and address of the other driver and the registration number of the other vehicle; (ii) the driver of the other vehicle was entirely at fault for the accident; (iii) the damage to the Vehicle is not otherwise insured under this or any other policy of insurance; (iv) the other vehicle was not owned by you, or registered in your name or the name of any other person with whom you ordinarily reside or who ordinarily resides with you; and (v) you agree not to take any separate action against the other driver without our consent.
(g) Persons Insured	<p>We will treat as though he or she were you, any person who:</p> <ul style="list-style-type: none"> (i) with your consent was driving, using, or in charge of your Vehicle at the time of the accident, provided that he or she: <ul style="list-style-type: none"> (A) <i>is not entitled to cover under any other insurance policy; and</i> (B) <i>has not been refused motor vehicle insurance by any insurer; or</i> (ii) at the time of the accident was an authorised passenger in your Vehicle.

Section 3 – Additional Benefits (continued)

(3) If you are insured under this policy, **we will** extend your insurance to include the following Additional Benefits.

Additional Benefit	Limits to Additional Benefits, not in addition to the Sum Insured unless otherwise stated
(a) Cross Liability	<p>Where the definition of “you” or “your” comprise more than one party, if one party causes personal injury or property damage and thereby becomes legally liable to one or more of the other parties, we will give cover to the party which has caused the personal injury or property damage but:</p> <ul style="list-style-type: none"> (i) our Limit of Liability is not increased by this Additional Benefit; and (ii) this Additional Benefit is always subject to the operation of the Joint Insured provision in Section 6(4).
(b) Automatic Additions and Deletions	<ul style="list-style-type: none"> (i) We will insure any additional vehicle purchased, leased, or hired by you for up to - <ul style="list-style-type: none"> (A) \$100,000; (B) the vehicle’s current market value; or (C) the purchase price of the vehicle; <u>whichever is the lesser.</u> (ii) You must - <ul style="list-style-type: none"> (A) notify us within 14 days of the date of the purchase, lease, hire, or sale; and (B) pay any additional premium requested by us. (iii) We will allow a premium adjustment for any Vehicle sold or disposed of during the Period of Insurance.

Section 4 – Optional Cover

If you have Accident, Fire and Theft cover for the loss, destruction or damage to the Vehicle under Section 1(1), the Optional Cover as indicated below will apply automatically unless you choose not to take this cover.

Details of Cover	
Maximum No Claim Bonus Protection	You are entitled to make one claim each Period of Insurance without losing the No Claim Bonus if the Vehicle – (i) has a carrying capacity of less than 2 tonnes; and (ii) is receiving our maximum No Claim Bonus discount.

Section 5 – General Exclusions

We do not insure you under this policy for the matters set out below.

Excluded Circumstances	
<p>(1) Alcohol or Drugs</p>	<p>We will not pay for loss, destruction, or damage, or the incurring of a liability at a time when the Vehicle is being driven by, or is in the charge of, any person:</p> <ul style="list-style-type: none"> (a) under the influence of any drug or intoxicating liquor; (b) who is subsequently convicted of or issued with an infringement notice for driving under the influence of alcohol, drugs, or alcohol and drugs; (c) who is subsequently convicted of or issued with an infringement notice for <i>driving while the percentage of alcohol in the blood is at a level prohibited by the law of any State or Territory</i>; or (d) who is subsequently convicted of or issued with an infringement notice for <i>refusing to provide or allow the taking of a sample of breath, blood, or urine for preliminary testing or for analysis as required by the law of any State or Territory for the purpose of ascertaining the percentage of alcohol in the blood.</i> <p>In the case of some person other than you driving or being in charge of the Vehicle, your cover under this policy will not be prejudiced if you prove that you did not know, and could not reasonably have known, that the other person was so affected.</p>
<p>(2) Unroadworthy</p>	<p>We will not pay for loss, destruction, or damage or the incurring of a liability caused directly or indirectly by the unroadworthy or unsafe condition of the Vehicle, being a condition that was known to you, or should reasonably have been known to you, at the time of the occurrence of the loss, destruction, or damage or the incurring of the liability.</p>
<p>(3) Intentional Act</p>	<p>We will not pay for loss, destruction, or damage, intentionally caused by, or a liability intentionally incurred by, you or a person acting with your express or implied consent.</p>
<p>(4) Deliberate Exposure</p>	<p>We will not pay for loss, destruction, or damage or the incurring of a liability as a result of:</p> <ul style="list-style-type: none"> (a) <i>a deliberate exposure to exceptional danger; or</i> (b) <i>any wilful or reckless acts while you are, or any other person with your express or implied consent is, driving or in charge of the Vehicle.</i>
<p>(5) Unlawful Purposes</p>	<p>We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is being used for an unlawful purpose, by you or by a person with your express or implied consent.</p>
<p>(6) Speed Tests</p>	<p>We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is being used in, or tested in preparation for racing, pacemaking, a reliability, navigational, or similar trial, or a speed, hill-climbing, or similar test, by you, or by some other person with your express or implied consent.</p>
<p>(7) Carrying, Lifting or Towing Capacity</p>	<ul style="list-style-type: none"> (a) We will not pay for loss, destruction, or damage or the incurring of a liability as a result of the Vehicle carrying, lifting, or towing a load greater than the designed carrying, lifting, or towing capacity of the Vehicle. (b) In the case of some person other than you driving or being in charge of the Vehicle, your cover under this policy will not be prejudiced if you prove that you did not know, and could not reasonably have known, that the Vehicle was carrying, lifting, or towing a load greater than the designed carrying capacity of the Vehicle.
<p>(8) Hire Vehicle</p>	<p>We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is being used in the course of the business of carrying passengers for hire or reward, or let on hire by you as lessor.</p>

Section 5 – General Exclusions (continued)

Excluded Circumstances	
(9) Unlicensed Driver	<p>(a) We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when you are, or any person with your express or implied consent is, driving the Vehicle and is not authorised under the law in force in the State or Territory in which the Vehicle is being driven, being a law with respect to the licensing of drivers of motor vehicles, to drive the Vehicle.</p> <p>(b) In the case of some person other than you driving or being in charge of the Vehicle, your cover under this policy will not be prejudiced if you prove that you did not know, and could not reasonably have known, at the time when the consent was given or implied, that person was not so authorised.</p>
(10) Liquid Petroleum Gas	We will not pay for loss, destruction, or damage or the incurring of a liability as a result of <i>the use of liquid petroleum gas (LPG) as a source of fuel</i> , unless there has been strict compliance with all relevant statutes and regulations with respect to such use.
(11) Stock in Trade	We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is in the possession of a person as part of that person's stock in trade.
(12) Motor Trade	We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is being used in connection with the motor trade to tow some other vehicle, or in an experiment, test, trial, or demonstration.
(13) Reasonable Care after Accident	We will not pay for loss, destruction, or damage occurring as a result of you failing to take steps that are, in the circumstances, reasonable for the security of the Vehicle after loss, destruction, or damage to the Vehicle.
(14) Seizure or Confiscation	We will not pay for loss, destruction, or damage or the incurring of a liability as a result of lawful seizure, confiscation, nationalisation, or requisition of the Vehicle.
(15) Warlike Activities or Nuclear Material	<p>We will not pay for loss, destruction, damage, or the incurring of a liability directly or indirectly caused by, or contributed to, or in consequence of:</p> <p>(a) war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition, or destruction of, or damage to property by or under the order of any government, public, or local authority or looting, sacking, or pillage following any of the above;</p> <p>(b) nuclear weapons material; or</p> <p>(c) ionising radiations, contamination, radioactivity from any nuclear fuel or nuclear waste, or from the combustion of nuclear fuel, or from any self-sustaining process of nuclear fission.</p>
(16) Fraudulent Claims	We will not pay if you, or anyone acting on your behalf or with your knowledge or connivance, should make a claim knowing or reasonably suspecting the same to be false or fraudulent. Making a fraudulent claim is a criminal offence. We may report to the police any person who lodges a fraudulent claim.

Section 5 – General Exclusions (continued)

Excluded Circumstances	
<p>(17) Terrorism</p>	<p>We will not pay for loss, destruction, damage, cost, expense or the incurring of a liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.</p> <p>An act of terrorism includes any act, or preparation in respect of action, or threat of action, designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes, to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:</p> <ul style="list-style-type: none"> (a) involves violence against one or more persons; or (b) involves damage to property; or (c) endangers life other than that of the person committing the action; or (d) creates a risk to health or safety of the public or a section of the public; or (e) is designed to interfere with or disrupt an electronic system. <p>We will also not pay for loss, destruction, damage, cost, expense, or the incurring of a liability 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.</p> <p>Provided that in accordance with the Terrorism Insurance Act 2003, the above exclusion will not apply in respect of an act deemed by the Federal Treasurer to be a “declared terrorist incident”.</p>

Section 6 – General Conditions

The General Conditions set out in the table below apply to all the insurance provided in this policy. **You must** comply with all these General Conditions otherwise we may be entitled to refuse to pay a claim or reduce the amount you are entitled to receive.

General Conditions	
(1) Claim Procedures	<p>If something happens that is likely to result in you making a claim under this policy:</p> <p>(a) you must:</p> <ul style="list-style-type: none"> (i) immediately contact us and give us the details of any loss, destruction, damage, or claim being made against you; (ii) take all reasonable precautions to prevent or minimise further loss, damage, or liability; (iii) take all reasonable steps to recover lost or stolen property; (iv) immediately send to us any relevant letter, claim, writ, summons or process you may receive; (v) inform the Police if you believe a crime has been committed; and (vi) retain all the damaged property and provide us with the opportunity to inspect the damage, if we so require. <p>(b) you must not:</p> <ul style="list-style-type: none"> (i) authorise any repairs; (ii) settle or attempt to settle or defend a claim; (iii) admit liability for any event, loss, damage, or injury or settle or attempt to settle or defend any claim without our written consent; or (iv) incur any legal expenses without our written consent.
(2) Alteration of Risk	<p>(a) You must immediately notify us in writing of any changes you know of which materially alter any of the facts or circumstances that existed at the commencement of this policy.</p> <p>(b) Until:</p> <ul style="list-style-type: none"> (i) we agree in writing to the terms of insurance of the altered risk; and (ii) you pay any additional Premium requested by us; <p>we will not be liable for any loss, destruction, or damage caused by or attributable to such alteration.</p>
(3) Reasonable Care	<p>You must at all times take reasonable care:</p> <ul style="list-style-type: none"> (a) for the safety and protection of the Vehicle; (b) to secure and lock the Vehicle whenever it is left unoccupied; (c) to maintain the Vehicle in good repair; (d) to prevent bodily injury or damage to property; and (e) to comply with all statutory obligations, by-laws, and regulations imposed by any public authority.
(4) Joint Insureds	<p>Where you comprise more than one party:</p> <ul style="list-style-type: none"> (a) the Proposal is deemed to have been furnished by and on behalf of all parties, and any information supplied to us, or any omission or non-disclosure in relation to any renewal or extension is likewise deemed to have been furnished, omitted, or withheld (as the case may be) on behalf of all parties; and (b) if one or more of you (or persons acting on behalf of, or with the knowledge or connivance of, one or more of you) should engage in a deliberate act that results in loss, destruction, or damage to the Vehicle, we will not pay any claims at all arising out of such loss, destruction, or damage, whether those claims are brought by the party or parties which engage in the deliberate act or by anyone else.

Section 6 – General Conditions (continued)

General Conditions	
(5) Contractual Agreements	<p>(a) We will not pay for, or our liability may be reduced, if you enter, or have entered (even before you entered into this contract of insurance), into an agreement, release, or undertaking which limits or excludes your rights of recovery against, or contribution from, a person or organisation, unless such agreement, release, or undertaking has been allowed in this policy or by specific mention in your Certificate of Insurance.</p> <p>(b) We will reduce our liability by the same amount that the agreement, release, or undertaking has prevented you from recovering from that person or organisation.</p>
(6) Other Interests	<p>(a) This policy does not provide insurance in respect of the interest of any person or organisation not named in the Certificate of Insurance, irrespective of the Sum Insured.</p> <p>(b) Your interest in this policy may not be transferred without our prior written consent.</p> <p>(c) If any financier is named on the Certificate of Insurance as having an interest in the Vehicle and we elect to settle your claim by cash payment, we reserve the right to pay all or part of the proceeds to the financier.</p> <p>(d) Any payment to the financier will satisfy our obligations to you under this policy for the amount paid.</p>
(7) Subrogation	<p>We are entitled, subject to any relevant law, if we so choose, to:</p> <p>(a) exercise in your name any rights you have against anyone else in relation to any loss, destruction, damage, or liability for which we pay a claim;</p> <p>(b) represent you at any inquest or other official inquiry; and</p> <p>(c) undertake the conduct, defence or settlement of any action brought in your name; and if we do so, you must give us any information or assistance we reasonably require.</p>
(8) Cancellation	<p>This policy may be cancelled by</p> <p>(a) you at any time notifying us in writing, in which case:</p> <ul style="list-style-type: none"> (i) cancellation takes place when we receive the notice; (ii) we will retain, or be entitled to, Premium for the period during which the policy has been in force based on our normal short period rates; and (iii) you may be entitled to a refund of Premium; or <p>(b) us on any grounds set out in the Insurance Contracts Act 1984, by giving you notice in writing, in which case:</p> <ul style="list-style-type: none"> (i) cancellation takes place at the time you enter into another contract of insurance intended to replace this policy, or at 4.00pm on the 3rd day after delivery of the notice to you, whichever is earlier; and (ii) we will refund the Premium paid for the unexpired Period of Insurance. <p>You must supply us with such particulars as we may require for the adjustment of the Premium following any cancellation.</p>
(9) Paying by Instalments	<p>(a) If you are paying us by instalments for your insurance, and one instalment of Premium remains unpaid for 14 days, we may refuse to pay a claim altogether.</p> <p>(b) If one instalment of the Premium is unpaid for one month, we may give you written notice of cancellation and then cancel the policy.</p> <p>(c) If a claim requires the Sum Insured or Limit of Liability to be paid in total under this policy, then the balance of the Premium relating to this policy for the full Period of Insurance will be deducted from the amount of the claim settlement.</p>

Section 6 – General Conditions (continued)

General Conditions	
(10) Cash Settlement	<p>If we elect to cash settle, we will pay:</p> <p>(a) the amount it will cost us to repair or replace the Vehicle; or</p> <p>(b) the Sum Insured or Market Value;</p> <p><u>whichever is the lesser</u>, less any stated Excess.</p>
(11) Premium Adjustment	<p>You must furnish all information we may require for the adjustments of the Premium in accordance with the provisions of this policy.</p>
(12) Consequences of Non-Disclosure	<p>If you do not comply with your Duty of Disclosure, we may be entitled to:</p> <p>(a) reduce our liability for any claim;</p> <p>(b) cancel the contract; or</p> <p>(c) avoid the contract from its beginning, if your non-disclosure was fraudulent.</p>
(13) Excess	<p>You must pay the total of all the following Excesses, which may be applicable to this policy:</p> <p>(a) the Basic Excess;</p> <p>(b) any Voluntary Excess;</p> <p>(c) an Age Excess; and</p> <p>(d) any other Excess specified on the Certificate of Insurance.</p>
(14) Disputes	<p>All disputes arising out of, or under, this policy will be subject to determination by any Court of competent jurisdiction within the Commonwealth of Australia.</p>
(15) Governing Legislation	<p>This policy is governed by the Insurance Contracts Act 1984. This policy and any person's rights pursuant to this policy will be read subject to this Act as it applies at the time of any claim or exercise of any right pursuant to this policy.</p>
(16) Goods and Services Tax	<p>Where payment is made under this policy for the acquisition of goods, services or other things, we will reduce the amount of payment by the amount of any input tax credit that you are, or will be, entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition.</p> <p>Where payment is made under this policy as compensation instead of payment for the acquisition of goods, services or other things, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other things.</p> <p>The Sum Insured or any amounts indicated in this policy are inclusive of Goods and Services Tax (GST).</p>

WHAT IS THE CODE OF PRACTICE?

The General Insurance Code of Practice (“the Code”) is a self regulatory code put together by the Insurance Council of Australia after negotiation and consultation with the Commonwealth Government and other groups, including consumer organisations.

It was conceived as part of the insurance industry’s response to the growing needs of today’s consumers. The Code’s primary purpose is the promotion of good relations between consumers, insurers and agents.

We are a strong supporter of the Code and are pleased to be a part of this important initiative which became operative on 1st July, 1995.

WHAT DOES THE CODE MEAN TO YOU AS OUR CUSTOMER?

The Code will:

- improve standards of practice and service;
- enable you to make an informed choice about our products by making information more readily available;
- create greater awareness about your rights and obligations as a consumer;
- give you access to a fair dispute resolution process; and
- ensure you are made aware of claim procedures and are kept informed of the progress of your claim.

If you would like further information about the Code, please contact us.

OUR INTERNAL DISPUTE RESOLUTION PANEL

We have established an internal dispute resolution process for our customers. If you think that our decision about your claim is incorrect, talk to us about it. You can phone, write or come in to see us. A senior officer will check that all facts have been looked at, revise the decision if warranted, or explain why the original decision was made.

If you are still not happy, you can request a referral to our Dispute Resolution Panel. This Panel consists of senior management who are able to review the matter objectively and will:

- take a fresh look at your case; and
- vary the decision if this is considered appropriate.

The review process is designed to be both prompt and efficient. Referral to the Panel will be confirmed in writing within 3 working days of receiving your request. You will then be sent a letter by the Panel, advising on the outcome or the status of your case, within the next 7 working days.

INSURANCE OMBUDSMAN SERVICE LIMITED

Insurance Ombudsman Service Limited is an external company which handles unresolved disputes between insurers and customers in relation to Small Business, Personal Accident and Illness, Motor Vehicle, Domestic House and Contents, and Pleasure Craft insurance.

If you have a claim that has been reviewed by our Internal Dispute Resolution Panel, but remain dissatisfied, we will supply information on how to approach the Insurance Ombudsman Service. This is a free service to you. We are bound by the final decision of the Insurance Ombudsman Service.

FRAUD HOTLINE

A significant number of insurance claims are fraudulent. Not only does this lead to increased premiums for customers, but thousands of dollars are spent each year investigating fraudulent claims.

Help stop insurance fraud by calling our hotline

1800 A FRAUD – 1800 237 283

If you choose to give your name, it will be held in the strictest confidence.

The information in this booklet is current at the date of preparation. More up-to-date information may be available by calling 132 818. We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a supplementary or replacement Product Disclosure Statement. ©2005.
This Product Disclosure Statement is dated 1 December 2005.

Commercial Motor Vehicle Insurance Help

Enquiries, applications, alterations **132 818**

Claims **132 818**

Helpline **132 900**

Report insurance fraud **1800 237 283**

Website nrma.com.au