



Commercial Motor Insurance

Product Disclosure Statement and Policy Document for Insurance Advisernet.

Insurance solutions from A – Z



INSURANCE ADVISERNET
AUSTRALIA LIMITED
ABN 52 162 111 111
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www.insurancenet.com.au



About IAA

IAA is a registered General Insurance Broker (Financial Services Licence No.240549) and a principal member of the National Insurance Brokers Association.

IAA was formed in January 1996 to allow insurance advisers the benefits of maintaining their local presence whilst being able to tap into a national buying group for products and services needed by their customers in today's complex business world.

Today we have over 200 Advisers across Australia comprising 90 offices managing over \$160.0m of insurance premiums. We are a member of the Austbrokers insurance network with a total turnover of over \$1.6 billion in general insurance premiums. The Austbrokers network ranks within the top general insurance broking groups in Australia.*

Our knowledge of the insurance industry and experience in designing and handling insurance programs for many thousands of customers, enables us to provide objective advice on selecting the right insurance program to adequately cover our customers' assets and liabilities.

IAA's vision is to be a market leader in Australia, distributing quality insurance products and services that offer value to the customer. Through this vision, IAA's Advisers will be able to offer their customers:

- competitively priced products;
- peace of mind of the adequacy and content of their insurance covers;
- a sincere and personalised relationship; and
- a more profitable, productive and safer workplace for their staff.

IAA's Advisers operate to a strict code of ethics to ensure that the relationship with their customers is a trusting and lasting one. In addition, we are committed to ongoing education. Regular training seminars ensure that IAA advisers are able to provide sound professional advice.

More information regarding IAA can be sourced from our web-site – www.insuranceadviser.net.†

Important information about IAA's advice

Any advice IAA gives about this policy does not take into account any of your particular objectives, financial situation or needs. For this reason, before you act on IAA advice, you should consider the appropriateness of the advice taking into account your own objectives, financial situation and needs. Before you make any decisions about whether to acquire this policy we recommend you should read this insurance policy.

* Current as at May 2009.

† References to third party websites in this document are provided solely as a convenience to you. Allianz has not reviewed all of these third party sites and does not control and is not responsible for any of these sites, their content or their privacy statement. Thus, Allianz does not endorse or make any representations about them, or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party sites referred to in this document, you do so at your own risk.

Part A

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Part B

About our Motor Insurance

About Allianz

Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 is the insurer of the policy and is one of Australia's largest general insurers. We utilise years of local expertise, combined with global experience to offer a wide range of products and services to our customers. As a member of the worldwide Allianz Group, we are committed to continuous improvement of our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services. In this document, Allianz Australia Insurance Limited may also be expressed as 'Allianz', 'we', 'us' or 'our'.

This Product Disclosure Statement (PDS) is an important document. You should read it carefully before making a decision to purchase this product.

This PDS will help you to:

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

The information contained in this PDS is general information only. It is important you read your policy to ensure you have the cover you need.

We sometimes capitalise or italicise terms in this PDS, to show that words are abbreviations or have a particular defined meaning. You should refer to the Definitions section of this document from page 10 to obtain the full meaning of such terms.

How to apply for this insurance

Throughout this document when referring to your Austbrokers insurance broker or adviser, we may simply refer to them as your intermediary.

If you are interested in buying this product or have any inquiries about it, you should contact your intermediary who should be able to provide you with all the information and assistance you require.

Our Commercial Motor Insurance

The Allianz Commercial Motor Insurance is designed for small to medium enterprises operating one or more

vehicles. Sedans and commercial vehicles can be included in this policy.

The policy cover can be customised to meet your business requirements. Some of the options can be summarised as follows:

Comprehensive Cover

This provides both:

- cover for certain loss or damage to your Vehicle (Section 1); and
- liabilities cover for certain loss or damage you or certain other people cause to third party vehicles and property (Section 2).

Fire, Theft and Third Party Property Damage Cover

This provides both:

- cover for certain loss or damage to your Vehicle by fire or theft only (Extensions of Cover – Section 1 refer to page 12); and
- liability cover for certain loss or damage you or certain other people cause to third party vehicles and property (Section 2)

if your vehicle is a sedan, station wagon, 4WD, utility or Other Goods Carrying Vehicles up to 2 tonnes Payload carrying capacity or less

Third Party Property Damage Only Cover

This provides:

- liability cover for certain loss or damage you or certain other people cause to third party vehicles and property (Section 2).

For a summary of benefits available to you, see 'Benefits of cover available' on page 8.

Our contract with you

Your policy is a contract of insurance between you and Allianz and contains all the details of the cover that we provide.

Your policy is made up of:

- the policy wording which begins on page 10 of this document. It tells you what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- the proposal or confirmation of new business answers, which is the information you provide to us when applying for insurance cover;
- your most current policy Schedule issued by us. The Schedule is a separate document unique to you, which shows the insurance details relevant to you. It includes any changes, exclusions, terms and

conditions made to suit your individual circumstances and may amend the policy; and

- any other written change otherwise advised by us in writing (such as an Endorsement or a supplementary PDS). These written changes vary or modify the above documents.

Please note, only those sections shown as covered in your Schedule are insured.

This document is also the PDS for any offer of renewal we may make, unless we tell you otherwise. Please keep your policy in a safe place.

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

Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that you should be aware of when deciding to purchase our product. These things may affect the amount of the payment that we will make to you if you have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of your sum insured shown in your Schedule or some other amount, factor or item specified in the relevant clause of this document.

You should be aware of the following matters in considering whether this product is suitable for your needs.

Basis of Settlement – Section 1

When Section 1 – Own Damage is selected, you may choose the Basis of Settlement option you require if your vehicle is a sedan, station wagon, 4WD, utility or Other Goods Carrying Vehicles up to 2 tonnes Payload carrying capacity or less. The standard options are Market Value and Agreed Value. For all other Vehicles, the Basis of Settlement is the Sum Insured Value. We refer you to the Definitions applying to Section 1 from page 10, which explains how we apply these categories of cover.

The correct Basis of Settlement selection is vital, as an incorrect selection may possibly leave you underinsured.

Basis of Settlement – Section 2

When Section 2 – Third Party Liability is selected, we have automatically included the Limits of Liability within the policy. We recommend you refer to page 17 and you review these limits to ascertain if they are adequate for your business requirements.

Dangerous Goods

When Section 2 – Third Party Liability is selected, we provide cover in the event that your Vehicle is being used for, attached to, or towing a vehicle used for the

transport of Dangerous Goods. We recommend you refer to page 19 and review the limit of Dangerous Goods cover provided, to ascertain if it is adequate for your business requirements.

Extensions of Cover

When you have a loss or damage, additional expenses may be incurred. For example, Removal of debris / load, Retrieval costs. We automatically provide for these extensions under Extensions of Cover within the policy.

Where these Extensions have limits, these limits (whilst additional to the sum insured), are sub-limited to either per event, per Vehicle or per Period Of Insurance. We suggest you review these limits to see if they are adequate for your business requirements.

Please refer to Extensions of Cover – Section 1 page 12, Extensions of Cover – Section 2 from page 17 and Extensions of Cover – Section 1 and 2 from page 20 for full particulars. Some of these major benefits are listed in 'Benefits of cover available' from page 8.

Optional Extension of Cover

The policy has an Optional Extension of Cover which you may wish to consider:

- Hire vehicle following an accident (refer to page 15).

Excesses can apply

For each of the available covers, a basic excess may apply. A basic excess is not an additional fee charged by us at the time of making a claim. Rather, it is the uninsured first portion of loss for which you are otherwise covered, i.e. the amount that you must contribute towards each claim.

Details of the basic Excess amounts and circumstances in which they will be applied are set out in the Definition of Excess from page 10. The basic Excess will appear on your policy Schedule.

Upon acceptance of your claim, you must immediately pay the total amount of the applicable excess, either to us or to the repairer. We will advise you to whom the Excesses must be paid, however if your Vehicle is a total loss, we may deduct any Excess that you must pay from any payment we make.

Exclusions

This policy contains a number of exclusions, some of which are common in insurance policies. For example, we may not pay for loss or Damage arising out of:

- unlawful acts (including unlicensed drivers);
- unroadworthy or unsafe vehicles; or
- Vehicle deterioration (rust, corrosion, and general wear and tear).

Some of the exclusions may be less common, and as such may be unexpected.

The above are some of the events that are not covered by this policy. Before making a decision about whether to purchase this policy, you should read the full details of all relevant exclusions, which are contained in the policy wording.

Some may not be relevant to your Business, however, you should make yourself aware of all the exclusions. Please refer to General Exclusions of Cover – Section 1 and 2 from page 21, Exclusions of Cover – Section 1 from page 15 and Exclusions of Cover – Section 2 from page 18.

Conditions

Terms and Conditions applicable to your policy set out your obligations with which you need to comply. Please refer from page 23.

You should make yourself aware of all the terms and conditions that apply. If you do not meet them we may be able to decline or reduce the claim payment or cancel your policy.

Make sure you have the cover you need

You should discuss with your intermediary the appropriate amounts and risks for which you need to be insured. If you do not adequately insure for the relevant risks you may have to bear any uninsured losses yourself.

If you do not choose appropriate amounts that allow for the current value of your Vehicle or other financial risks that your policy aims to cover, then you may be underinsured when you need to make a claim.

Change of circumstances

You should also advise your intermediary to notify us as soon as possible when your circumstances change if they are relevant to your policy. For instance, if you purchase a new vehicle, or add new accessories to your vehicle. If you do not tell your intermediary of these changes, in the event of you suffering a loss or damage, your sum insured may not be adequate to cover your loss, or you may not even have any cover under your policy.

Duty of Disclosure

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your application for insurance is acceptable and to calculate how much premium is required for your insurance.

The Act imposes a different duty the first time you enter into the policy with us to that which applies when you renew, vary, extend, reinstate or replace your policy. We set these two duties out below.

Your Duty of Disclosure when you enter into this policy with us for the first time

You will be asked various questions when you first apply for this policy. When you answer these questions, you must:

- give us honest and complete answers;
- tell us everything that you know; and
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

Your Duty of Disclosure when you renew, vary, extend, reinstate or replace your policy

When you renew, vary, extend, reinstate or replace the policy, your duty is to tell us before the renewal, variation, extension, reinstatement or replacement is made, every matter known to you which:

- you know, or
- a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you and whether any special conditions need to apply to your policy.

What you do not need to tell us for either duty

You do not need to tell us about any matter:

- that diminishes our risk;
- that is of common knowledge;
- that we know or should know as an insurer; or
- that we tell you we do not need to know.

Who do the two duties above apply to?

Everyone who is insured under the policy must comply with the relevant duty.

What happens if you or they do not comply with either duty?

If you or they do not comply with the relevant duty, we may cancel the policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

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 in particular that the Premium varies depending on the information we receive from you about the risk to be covered by us. The higher the risk is, the higher the Premium will be. Based on our experience and expertise as an insurer, we decide what factors increase our risk and how they should impact on the Premium. Each insurer can do this differently.

We calculate your Premium on the basis of information that we receive from you when you apply for insurance. Some other factors impacting premiums are:

- carrying capacity of a goods carrying vehicle
- the location of your Business;
- the nature of your Business;
- type of Vehicles (make, age, model);
- use of Vehicles (business);
- the value of the Vehicles;
- type of cover requested;
- location and operating radius of the Vehicles;
- age of the regular driver of the Vehicles;
- your previous claims history; and
- any additional excess you are able to nominate depending on the type of vehicle insured. You should ask your intermediary to supply you with quotes based on differing amounts of Excesses.

Your intermediary can arrange for you to be provided with a quote for a Premium. You will need to give your relevant personal details to your intermediary at this time to enable us to calculate your Premium.

Another important thing to know is that 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 and Emergency/Fire Services Levy) in relation to your policy. These amounts will be set out separately on your Schedule as part of the total Premium payable.

How and when you pay your premium and what happens if you don't pay?

Premiums are charged and are payable on a yearly basis. Your intermediary can also tell you what other methods are available to make your Premium payments.

Your intermediary will send you an offer of renewal of your insurance once a year, before your current Period Of Insurance expires. If you do not pay your Premium when due, your policy may lapse after 30 days and you will not be covered. You may be able to reinstate your policy after it lapses, but you must submit an application to us, which is subject to our reassessment of your personal circumstances at the time of application.

Goods and Services Tax

The sum insured that you choose should exclude Goods and Services Tax (GST). In the event of a claim, if you are not registered for GST, we will reimburse you the GST component in addition to the amount we pay you. If you are registered for GST, you will need to claim the GST component from the Australian Taxation Office.

You must advise us of your correct input tax credit percentage where you are registered as a Business and have an Australian Business Number. Any GST liability arising from your incorrect advice is payable by you.

How to make a claim

If you need to make a claim against this policy, please refer to 'Making a Claim' under Conditions – Sections 1 and 2 from page 25. If you have any queries please contact your intermediary as soon as possible, or call us on 13 2664.

Your Privacy

We collect your personal information directly from you where reasonably practicable or if not, from other sources. We collect it to provide our various services and products (e.g. to market, arrange and administer insurance and to handle and settle claims) and to conduct market or customer research. We also use it to develop and identify services of our related companies and alliance partners that may interest you (but you can opt out of this by calling the Allianz Direct Marketing Privacy Service Line on 13 2664 EST 8am-6pm, Monday to Friday or indicate your decision in the appropriate area of the Privacy section of our website at www.allianz.com.au). If you do not provide the information we require we may not be able to provide you with this service.

We disclose information to third parties who assist us in the above. (e.g. insurers, insurance intermediaries, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, your agents and other persons where required by law). We also provide this information to financiers and motor vehicle manufacturers if we have a relationship or insurance scheme in place with them under which you purchased your policy. We prohibit them from using it for purposes other than those we supplied it for. Where you provide us with information about another person for the above purposes, you must tell us if you haven't got their consent to this. If you wish to gain access to your personal information (including to correct or update it), have a complaint about a breach of your privacy or you have any query on how your personal information is collected or used, or any other query relating to Privacy, contact us on 13 2664 EST 8am-6pm, Monday to Friday.

Cooling-off Period

- a. You may cancel the policy at any time by giving written notice to us.
- b. We have the right to cancel the policy in certain circumstances.

These include:

- if you failed to comply with your Duty of Disclosure, or
- where you have made a misrepresentation to us during negotiations prior to the issue of the policy, or
- where you have failed to comply with a provision of the policy, including a term relating to payment of premium, or
- where you have made a fraudulent claim under the policy or under some other contract of insurance that provides cover during the same period of time that our policy covers you, or
- where we agree to accept payment of premium by periodic instalment and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable, and we may do so by giving you three days notice in writing of the date from which the policy will be cancelled.

The notification may be delivered personally or posted to you at the address last notified to us.

- c. If you or we cancel the policy we may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the policy and any government taxes or duties we cannot recover.
- d. In the event that you have made a claim under the policy and we have agreed to pay the full sum insured for your property no return of premium will be made for any unused portion of the premium.

General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. We keenly support the standards set out in the Code. You can obtain more information on the Code of Practice and how it assists you by contacting Us on 13 2664 EST 8am-6pm, Monday-Friday.

Complaints and Disputes Resolution process

We have a free internal complaints resolution process that can be accessed by contacting us using the details on the back cover. If this process doesn't resolve the complaint we will give you information about how to access available external dispute resolution schemes.

If you are not satisfied with the outcome of this process

If we are unable to resolve the complaint or dispute, we will offer you the option of referring the matter to the insurance industry's external independent complaints scheme (subject to eligibility). The scheme will only review complaints or disputes if they have gone through our internal complaints and disputes resolution process.

Repair Industry Code of Conduct

Allianz complies with the Repair Industry Code of Conduct.

You can choose a repairer, or we can recommend one for you. If we do not accept your choice of repairer, you must still cooperate with us to select another repairer that we both agree on.

When your Vehicle is repaired, the repairer may use re-usable parts or parts that are not manufactured by a supplier to the Vehicle's original manufacturer which:

- are consistent with the age and condition of the Vehicle;
- do not affect the safety or the structural integrity of the Vehicle;
- comply with the vehicle manufacturer's specifications and applicable Australian Design Rules;
- do not adversely affect the post-repair appearance of the Vehicle; and
- do not void or affect the warranty provided by the Vehicle manufacturer.

In repairing your Vehicle, we may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs. We guarantee workmanship of the repairs authorised by us.

This guarantee is for the life of the Vehicle and is in addition to your statutory rights against the repairer and warranties that you have from the repairer directly. Wear and tear is not covered by this guarantee.

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 any defective repairs to be rectified, you must give us the opportunity to inspect the Vehicle.

Headings

Headings have been included for ease of reference, but do not form part of the policy.

Updating this PDS

Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting your intermediary or us by using our contact details on the back cover of this PDS. Please note that we may also choose to issue a new PDS or a supplementary PDS in other circumstances.

Preparation Date: 15/07/2009

Levels of Cover

Your policy Schedule nominates the Level of Cover which applies.

Comprehensive Cover

When the Policy Schedule nominates this cover,

Section 1 – Own Damage Cover and

Section 2 – Third Party Liability Cover applies.

This cover provides:

- (a) insurance against theft or accidental loss or damage to your Vehicle.
- (b) additional benefits – as set out in the “Extensions of cover – Section 1”.
- (c) insurance against legal liability for damage caused by your Vehicle to the property of other people or personal injury – as described in Third Party Liability Cover – Section 2.

The causes or events not covered are described under:

“Exclusions for Sections 1”, “Exclusions for Section 2” and “General Exclusions for Sections 1 and 2”

Fire Theft and Third Party Property Damage

When the Policy Schedule nominates this cover,

Section 1 – Own Damage Cover applies but cover is limited to loss or damage, due to fire or theft, and

Section 2 – Third Party Liability Cover applies.

This cover provides:

- (a) insurance only against damage to your Vehicle caused by fire, explosion, lightning, theft or attempted theft.
- (b) selected additional benefits – as set out in the “Extensions of cover – Section 1”.
- (c) insurance against legal liability for damage caused by your Vehicle to the property of other people or personal injury – as described in Third Party Liability Cover – Section 2

The causes or events not covered are described under:

“Exclusions for Sections 1”, “Exclusions for Section 2” and “General Exclusions for Sections 1 and 2”

Third Party Property Damage only

When the Policy Schedule nominates this cover,

Section 1 does not apply

Only Section 2 – Third Party Property Damage Cover applies.

This cover provides:

- (a) insurance against legal liability for damage caused by your Vehicle to the property of other people or personal injury – as described in Third Party Liability Cover – Section 2.
- (b) insurance against damage to your Vehicle but only if the damage is caused solely and directly by another vehicle as described under the uninsured motorist’s benefit under Extensions of cover – Third Party Liability Cover – Section 2 .

The causes or events not covered are described under:

“Policy Exclusion for Section 2” and “Policy Exclusions for Sections 1 and 2”

Part C – Benefits of cover available

The following is a summary of the major benefits of covers available under the policy. Please refer to each cover section for full details of coverage and applicable terms and conditions.

Summary of covers available	Benefits of cover available	Page no.
Comprehensive	Own Damage – Section 1 Third Party Liability Cover – Section 2, for all vehicles	12
Fire, Theft and Third Party Property Damage	Limited Own Damage Cover – Section 1 Third Party Liability Cover – Section 2, provided the vehicle is a sedan, station sedan, panel van, 4WD or utility	15
Third Party Property Damage only	Third Party Liability Cover – Section 2 limit \$30,000,000, for all vehicles	16
Extensions of Cover – Own Damage Section 1 (Fire , Theft and Third Party Property Damage cover attracts only selected Extensions)		
Additional Accessories	Up to an additional \$5,000, following loss or damage to any equipment and apparatus of your Vehicle.	12
Automatic Trailer Cover	Up to \$1,000, following loss or damage to any two wheeled or box trailer.	12
Deletion of windscreen excess	Waiving any excess where glass and window breakage is the only damage Glass.	12
Drivers personal property	Covers clothing and personal property for \$500 per event up to \$2,000.	13
Emergency mitigation costs	Up to \$2,000 per event	13
Employee's vehicles	Coverage for employee's vehicles being used In connection with your Business, up to a maximum of \$50,000 any one loss, any one event.	13
Funeral expenses	Up to a maximum \$5,000 for funeral expenses following fatal Injury to your driver	13
Gates, chains and tarpaulins	Up to a maximum \$5,000 per event.	13
Hire vehicle following theft	Up to a maximum \$2,100 per event	13
Hospital and other related expenses	Up to a maximum of \$500 for hospital, medical, dental and pharmaceutical or ambulance expenses incurred as a result of loss or damage to your Vehicle.	13
Journey disruption	Following loss or damage to your Vehicle, If more than 100 km from normal place of garaging, the reasonable costs of transporting the driver and passengers, obtaining overnight accommodation or hiring a vehicle, up to a maximum \$2,000 any one event	14
Locks / keys	Up to a maximum \$1,000 per event up to \$10,000 any period of Insurance with no Excess If no other loss or Damage has occurred	14

Modification to vehicle	Up to a maximum of \$5,000 for expenses incurred to modify your Vehicle where your driver has been permanently disabled	14
New vehicle replacement (If Vehicle Is stolen or declared by us as a total loss)	A new replacement vehicle including registration fees, delivery charges and stamp duty for sedans, station wagons, 4WDs, utilities or Other Goods Carrying Vehicles up to 2 tonnes Payload carrying capacity being less than two years of Vehicle's first registration.	14
Removal and delivery expenses	Reasonable costs of removing and delivering your Vehicle, If your Vehicle suffers loss or Damage, up to a maximum \$15,000 per event	14
Removal of debris/load	Up to a maximum \$20,000 per event	14
Sign writing	Up to the sum Insured per event	15
Total loss of encumbered vehicles	Up to an additional 20% limit of Market Value or Sum Insured Value whichever is the lesser.	15
Optional Extension of Cover Section 1		
Hire vehicle following an accident	Up to \$100 per day, up to maximum of 21 business days per event	15
Extensions of Cover – Third Party Liability Section 2		
Supplementary Bodily Injury	Liability for death and bodily injury	16
Legal costs and authorised expenses	Legal costs and expenses Incurred with our written consent, In addition to the Limit of Liability	17
Employer or principal	Covering employer's or principal's liability for an Accident involving your vehicle	17
Non-owned or supplied vehicles	Coverage for non-owned or supplied vehicles being used in connection with your Business	18
Non-owned trailer liability	Damage to non-owned trailer being towed by your Vehicle, as shown in the schedule	18
Vehicles under tow	Liability cover when towing a disabled Vehicle	18
Uninsured motorist benefit	Extra monetary benefit when no section 1 cover selected, limit \$5,000	18
Extensions of Cover – Sections 1 and 2		
No fault excess	If you were not 100% at fault in an Accident, you may not need to pay any Excess	20
Police, Fire Brigade and other Authorities	Covering costs levied in respect of Police Force, Fire Brigade or other authorities as a result of loss or damage to your Vehicle, to a maximum \$5,000 per event	20
Vehicle additions	Automatically covering a new Vehicle within 30 days up to a maximum of \$100,000 per Vehicle (except Fire Theft and Third Party cover)	20

Part D – Commercial Motor Insurance – Policy Wording

Our Agreement

Subject to the terms and conditions contained in this policy, and after you have paid or agreed to pay us your Premium, we will insure you against loss or damage or any liability incurred as described, occurring within Australia during the Period Of Insurance.

Definitions

The following definitions shall apply to the words used in your policy.

Accident means a sudden and fortuitous event, which arises out of the use of your Vehicle and includes a series of Accidents arising out of the one event.

Airside means a section of the airfield where aircraft are situated and operated.

Australia means the Commonwealth of Australia and all of its States and Territories including all external Territories.

Australian Dangerous Goods Code means the most recent edition of the Australian Code for the Transportation of Dangerous Goods by Road and Rail that has been published by the Federal Government of Australia. This is also known as the ADG Code.

Business means your business, occupation, trade or profession.

Caravan / trailer means your Caravan / Trailer as specified in the Schedule.

Compensation means compensatory damages including costs recoverable by claimants but excluding fines, penalties, criminal sanctions of any description, punitive, aggravated, exemplary or liquidated damages.

Damage and damaged means accidental physical damage, destruction or loss caused by:

- (a) fire, flood, hail, malicious acts, Accident; or
- (b) someone stealing or attempting to steal your Vehicle.

Employee means any person that you have the right to direct during your Business activities who is:

- (a) employed by you;
- (b) apprenticed to you;
- (c) deemed to be your employee by any applicable law;

- (d) hired or seconded from another party by you; or
- (e) an executive director or officer of your Business.

Drivers uninsured personal property other than in any caravan/ trailer, including business apparel normally worn with the occupation but excludes money, fire arms, cash, negotiable instruments, laptop computers, portable music devices, mobile phones and tools or items used in the business, personal navigation equipment, jewellery and furs belonging to your drivers.

Endorsement means an individual Endorsement document that we give you that attaches to, and forms part of, your policy. This document varies the terms and conditions of your policy.

Event means one incident or all incidents of a series consequent on or attributable to one source or original cause.

Excess means:

Basic excess

This is the first amount of each claim for which you must pay when you make a claim under this policy, unless we state that an Excess does not apply. We will pay for amounts above any Excess amounts to be met by you. The amount of the basic excess is shown in the Schedule. The basic Excess will apply separately to each Vehicle and each claim on that Vehicle.

Where a trailer is attached to a Vehicle, and that Vehicle and trailer (both of which are covered under this policy) are Damaged in the same Accident, you will pay the applicable basic excess in respect of each Vehicle insured as follows:

- (a) for claims under Section 1 – Own damage:
 - (i) where one of your Vehicles has been lost or Damaged, you will pay the basic excess as shown in the Schedule for that vehicle; or
 - (ii) where more than one Vehicle (for this section, a trailer is a separate vehicle) has been lost or Damaged, you will pay the applicable basic Excess in respect of each Vehicle insured;
- (b) for claims under Section 2 – Third Party Liability:
 - (i) where your liability arises as a result of your control of the towing Vehicle, the basic Excess applicable to the towing Vehicle will apply; or
 - (ii) where your liability arises as a result of your control of a trailer not attached to a towing Vehicle, the trailer Excess shown in the Schedule will apply.

Age excess

If you make a claim for an Accident if your Vehicle was being driven by or was in the charge of a driver under the

age of 25 years, you must pay the age Excess shown in your Schedule in addition to the basic Excess.

Inexperienced driver's excess

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

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

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

Tipping excess

If your Vehicle is a rigid body tipper or a tipping trailer, and at the time of loss or Damage, the tipping hoist was in use and was fully or partially elevated, the basic Excess shall be increased by 100% to each Vehicle and each claim on that Vehicle.

Dangerous goods mean goods as defined by the Australian Code for the Transport of Dangerous Goods by Road and Rail.

Insured means you, we, us, your, the party, or parties named as the Insured in the Schedule.

Market value means the value of your Vehicle just before the Damage occurs based on the age and condition of your Vehicle exclusive of GST at that time.

When we calculate the Market Value, we include an amount for reasonable costs of replacing or repairing:

- (a) standard accessories, tools or spare parts that the manufacturer supplied as standard equipment with your Vehicle; and
- (b) non-standard Vehicle Accessories that are specified in the Schedule.

Nominated value means the amount specified as the Nominated Value, exclusive of GST, in the Schedule. This amount includes standard accessories, tools and spare parts that the manufacturer supplies as standard equipment with your Vehicle, and any Vehicle Accessories specified in the Schedule.

Payload means the maximum load that the vehicle is designed to carry.

Period of insurance means the Period of Insurance shown in the Schedule.

Pollutants mean any irritant or contaminant including, but not limited to smoke, vapour, soot, fumes, chemicals or waste. However, waste shall include but not be limited to all materials to be recycled, reconditioned, or reclaimed.

Premium means the amount(s) shown in the Schedule that you have to pay us, inclusive of all charges for the cover we provide under this policy.

Schedule means the Schedule document that we give you that attaches to and forms part of your policy.

Sum insured value means the amount specified as the Sum Insured Value, exclusive of GST, in the Schedule.

This amount includes standard accessories, tools and spare parts that the manufacturer supplies as standard equipment with your Vehicle, and any Vehicle Accessories specified in the Schedule.

Tool of trade means the use or operation of a vehicle and/or any attachment, equipment, tool or apparatus which forms part of the vehicle, but only whilst engaged in and undertaking its designed purpose of digging, scraping, shovelling, grading, boring, drilling, compacting, harvesting, ploughing, shredding, lifting, clearing, levelling, hosing, pumping, spraying, vacuuming or suction activities.

Vehicle means your Vehicle described in the Schedule and includes:

- (a) any standard accessories that the manufacturer supplies as standard equipment with your Vehicle; and
- (b) any non-standard Vehicle Accessories specified in the Schedule or otherwise specifically covered by the policy.

Part E

Section 1 – Own Damage

This section only forms part of your policy when Motor Vehicle Section 1 – Own Damage is shown in the Schedule and is limited to the Period Of Insurance indicated.

Cover

If during the Period Of Insurance, an Accident occurs to your Vehicle, as noted in the Schedule, then we will pay in accordance with the following Basis of Settlement.

Basis of Settlement – Section 1

The following Basis of Settlement will apply:

1. Repair

When your Vehicle is damaged and we consider it economical to repair your Vehicle, then we will pay for the reasonable cost of repairs to your Vehicle.

2. Total loss

(a) Market value / Sum insured value / Agreed value

When your Vehicle is stolen and not recovered, lost and not recovered, or damaged and we do not consider it economical to repair your Vehicle, then if Market Value or Sum Insured Value is stated in the Schedule as the Basis of Settlement, the maximum amount we will pay for your Vehicle is the lesser of:

- (i) the Market Value; or
- (ii) the Sum Insured Value.

Provided that the maximum amount we will pay in respect of vehicle accessories is the value of those vehicle accessories shown in the Schedule or otherwise specifically covered by the policy.

3. Salvage

If we consider that your Vehicle is uneconomical to repair and we pay according to the cover provided by this policy, you must allow us to take possession of your Vehicle.

If we do not take possession of your Vehicle, you retain responsibility for the Vehicle.

Limitations of Cover – Section 1

1. Spare parts

Our liability for replacement parts or accessories not available from stocks held in Australia is limited to the

latest published list price in Australia of such replacement parts or accessories.

2. Vehicle alterations

If the suspension, wheels or engine of your Vehicle are altered to increase performance, and as a result, that Vehicle becomes classified as a non-acceptable risk in our acceptance guidelines, then all cover under this policy will be cancelled with respect to that Vehicle, unless:

- (a) we have previously agreed to such alteration;
- (b) you have paid any additional Premium we require;
- (c) you have authorised such Vehicle alterations to meet specific operational requirements; and
- (d) you have agreed to accept any alteration or addition to the terms and conditions of this policy.

3. Change of risk

You must notify us in writing of all changes materially affecting the facts or circumstances existing at the commencement of this policy, or at any subsequent renewal date, as soon as such change comes to your notice. Any additional Premium as a result of the change must be paid by you.

4. Geographical limits

Cover only applies to Accidents that occur or damage that occurs within Australia.

Extensions of Cover – Section 1

When Extension of Cover 1 'New vehicle replacement' and Extension of Cover 2 'Total loss of encumbered vehicles' both become operative in a claim, the maximum amount we will pay will be the greater benefit of either Extension of Cover, and shall not be deemed cumulative.

1. Additional Accessories

We will pay for claims for loss of or damage to any equipment and apparatus of the Vehicle as maintained by You, including radio receivers, tape recorders, compact disc players, telephones or navigation equipment built into your Vehicle (but excluding mobile phones) up to a maximum of \$5,000 any one event.

2. Automatic Trailer Cover

We will pay for any loss of or damage to any two wheeled or box trailer owned by you which occurs while it is attached to your Vehicle. The maximum We will pay in respect of any one accident is \$1,000.

3. Deletion of windscreen excess

You do not have to pay any Basic Excess where the only damage occasioned to your Vehicle is windscreen or

window glass breakage (including incidental scratching to body work) provided the fracture extends through the entire thickness of the glass or, in the case of laminated windscreens, a fracture extends through all layers of the windscreen.

However this is on the basis that your Vehicle is a sedan, station wagon, 4WD, utility or Other Goods Carrying Vehicle up to five tonnes payload carrying capacity.

4. Drivers personal property

If your Vehicle suffers loss or damage, we will pay for any uninsured wearing apparel and personal property of your employees as a result of loss or damage to that property whilst in your Vehicle up to the maximum amount of \$500 per event/ loss or \$2,000 during any period of Insurance.

5. Emergency mitigation costs

We will reimburse You for the cost of emergency repairs which may be necessary to enable You to drive your Vehicle to point of departure after it is involved in an accident, suffers malicious damage, or is stolen and recovered in a damaged condition.

The maximum we will pay in respect of any one accident is \$2,000.

6. Employee's vehicles

Your policy extends to cover damage to vehicles belonging to your employee, whilst such vehicles are being used in connection with your Business.

However:

- (a) the maximum we will pay in respect of any one accident is \$50,000; and
- (b) as far as allowed by law, this cover will only be in excess of any amount for which your Employee is otherwise insured.

7. Funeral expenses

Should your driver suffer a fatal injury as a result of an Accident Involving Your Vehicle (irrespective of whether or not death occurs at the time of the Accident), the policy extends to pay to the deceased driver's next of kin up to a maximum amount of \$5,000 per event for expenses associated with the funeral, for transportation of the body of the deceased person and for travel by any member of the deceased person's immediate family for the purpose of attending the funeral.

8. Gates, chains and tarpaulins

When gates, chains, tarpaulins, chain dogs, straps, ropes, binders or fences are attached to your Vehicle we will pay for damage to those items as follows:

- (a) if Gates, Chains and Tarpaulins (including chain dogs, straps, ropes, binders or fences) are shown in the Schedule as vehicle accessories then the maximum amount we will pay for damage to those items is the amount shown in the Schedule.

Any amount payable under this sub-clause is in addition to any amount we pay to you in respect of damage to your Vehicle.

- (b) if Gates, Chains and Tarpaulins (including chain dogs, straps, ropes, binders or fences) are not shown in the Schedule as vehicle accessories then the maximum amount we will pay for damage to those items, per event, is:

- (i) \$5,000; or
- (ii) the maximum amount we have agreed to pay you for damage to your Vehicle in accordance with the Basis of Settlement;

whichever is the lesser.

However this is on the basis that any amount payable under this sub-clause will be included in calculating the maximum amount we will pay you for damage to your Vehicle in accordance with the Basis of Settlement.

9. Hire vehicle following theft

In the event of your Vehicle being stolen, we will, at our option, arrange hire of, pay the cost of, or reimburse you the reasonable cost of the hire of a vehicle, to a maximum amount of \$2,100 per vehicle.

However, this is on the basis that:

- (a) the payment / reimbursement is limited to costs incurred by you after you have notified us of the loss; and
- (b) the substitute vehicle is of a similar like and kind to that stolen; and
- (c) the payment / reimbursement will cease on the day the stolen Vehicle is recovered, repaired if undrivable, or the day we offer settlement to you for the stolen Vehicle, whichever occurs first; and
- (d) your vehicle is a sedan, station sedan, panel van, 4WD or utility.

10. Hospital and other related expenses

We will pay up to \$500 for hospital, medical, dental, and pharmaceutical or ambulance expenses incurred by you as a result of a vehicle accident.

We will not pay for these expenses if any statutory authority covers you or we are prevented by law from paying.

11. Journey disruption

Following loss or damage to your Vehicle, we will pay you the reasonable costs of:

- (a) returning your driver and their non-paying passengers to the point of departure or, at your option, to the driver's destination;
- (b) obtaining overnight accommodation if the journey cannot be completed in the same day as the loss or damage occurs; or
- (c) hiring another vehicle of similar make and model to complete the journey or to return your driver to where the journey first commenced;
up to a maximum amount of \$2,000 per event, provided that:
 - (i) the loss or damage was covered under this policy;
 - (ii) the Vehicle was being used in connection with your business; and
 - (iii) your Vehicle was more than 100 km from its usual place of garaging.

12. Locks / keys

If keys to your Vehicle are stolen or if after damage to your Vehicle, the keys are lost, destroyed or damaged, or if there are reasonable grounds to believe that the keys may have been duplicated, we will reimburse the costs of replacing the key ignition barrel, all locks and keys if required, up to \$1,000 per vehicle to a maximum amount of \$10,000 per period of insurance.

This benefit will only apply if:

- (a) the theft of your keys has been reported to the police, and the keys have not been stolen by a employee, family member, invitee or person who resides with you; and
- (b) you are not entitled to cover under any other policy.

13. Maritime contribution

We will pay amounts for which you are held legally responsible to contribute in respect of your Vehicle, for expenses and salvage costs incurred by a ship-owner, where necessary for the safety of cargo and ship, irrespective of the level of cover selected, provided:

- (a) such conditions under maritime law apply; and
- (b) the ship is sailing between places within Australia and New Zealand if required.

14. Modification to vehicle

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

15. New vehicle replacement

If at the time your Vehicle first suffers loss or damage, it:

- (a) is a sedan, station wagon, 4WD, utility or Other Goods Carrying Vehicle up to 2 tonnes carrying capacity or less; and
- (b) is less than two years old from the date of your Vehicle's first registration; and
- (c) is stolen and not recovered, lost and not recovered or damaged and we do not consider it economical to repair your Vehicle;

we will replace it with a new vehicle and accessories of the same make, model and series (or if unavailable a vehicle of similar make and model) and shall include registration fees, delivery charges and stamp duty.

However where:

- (i) your Vehicle's model has been deleted from a manufacturer's range; or
- (ii) your Vehicle's model is superseded by a vehicle that is in our opinion significantly different to your Vehicle; or
- (iii) your Vehicle was bought as an end of series, run-out or demonstration model;

then we may at our option pay either the Market Value or Agreed Value of the vehicle, whichever is shown in your Schedule less any applicable excess.

16. Removal and delivery expenses

If your Vehicle suffers loss or damage covered by this section, we will pay for reasonable costs necessarily incurred by you in removing your Vehicle (excluding any debris or load) and, where applicable, relocating your Vehicle to the nearest repairer which we have approved and/or delivering your Vehicle to you at your usual place of garaging after its repair or recovery, up to a maximum amount of \$15,000 per event.

17. Removal of debris / load

We will pay you for reasonable costs necessarily incurred for the clean-up and removal of your Vehicle's debris and your Vehicle's load arising from an Accident or resulting from goods falling or leaking from your Vehicle, but only to a maximum amount of \$20,000 per event.

However this Extension of Cover will only provide cover for any amount in excess of which your Vehicle's load is otherwise insured.

18. Sign writing

If your Vehicle is damaged, we will pay the reasonable cost of repairing or replacing any signwriting or artwork on or affixed to your Vehicle that is damaged.

Any amount payable will be included in calculating the maximum amount we will pay you for damage to your Vehicle in accordance with the Basis of Settlement.

19. Total loss of encumbered vehicles

If:

- (a) Market Value Or Sum Insured value is shown in the Schedule as the Basis of Settlement; and
- (b) your Vehicle is stolen and not recovered, lost and not recovered or damaged and we do not consider it economical to repair your Vehicle; and
- (c) your Vehicle is the subject of a lease agreement or other similar agreement; and
- (d) the terms of the lease agreement or other similar agreement require you to make a payment the 'termination payment' to the other party to the lease agreement, or other similar agreement, in order to terminate that agreement; and
- (e) the amount of the 'residual value' is greater than the amount we will pay you in respect of your Vehicle calculated in accordance with the Basis of Settlement;

then we will pay you or any other party whom you direct us to pay the difference between the amount of the 'residual value' and the amount we will pay to you in respect of your Vehicle, calculated in accordance with the Basis of Settlement.

The maximum amount we will pay under this Extension of Cover is:

- (i) 20% of Market Value; or
- (ii) 20% of Sum Insured Value;

whichever is the lesser, less any payments and interest in arrears.

This amount is in addition to any amount we pay for damage to your Vehicle.

20. Third Party Fire & Theft

When shown on the Schedule that Third Party Fire & Theft cover applies, we will indemnify you against loss or damage during the Period Of Insurance to any insured Vehicle caused by:

- a. fire, lightning, explosion, theft or illegal conversion; or
- b. an accident caused by an uninsured third party.

Cover will only apply if we are satisfied that:

- a. the driver of the insured Vehicle was completely free of blame;
- b. the identity of the third party and the driver are established; and
- c. you are unable to make any recovery from the third party or the driver.

The maximum we will pay is limited to:

- a. the lesser of the Market Value of the insured Vehicle or the Sum Insured;
- b. the lesser of the Market Value of the insured Vehicle or \$5,000; and
- c. the amount stated in the Schedule for third party liability in respect of any one claim or claims arising from any one Accident.

Optional Extension of Cover – Section 1

1. Hire vehicle following an accident

If Hire Vehicle following an Accident is shown in the Schedule, we will at our option, either arrange for the hire of a substitute vehicle, or we will reimburse you up to \$100 per day, to a maximum of 21 business days per event for costs incurred in hiring a substitute vehicle, of similar and like kind to that damaged. Provided that:

- (a) reimbursement is limited to costs incurred after you have notified us of the Accident; and
- (b) reimbursement will terminate upon:
 - (i) lapsing or other termination of the policy; or
 - (ii) the day the repairs are completed and you are notified to collect the Vehicle, or a replacement vehicle is offered by us; or
 - (iii) the day we offer settlement of the loss or damage;

whichever occurs first.

Exclusions – Section 1

We will not pay

1. Vehicle deterioration

- (a) for loss or Damage to your Vehicle due to depreciation, wear and tear, rust or corrosion; or
- (b) for loss or Damage to your Vehicle or any resultant mechanical damage:
 - (i) due to failure or breakdown of a structural, electrical, mechanical or electronic nature; or
 - (ii) to any part of your Vehicle, due to faulty design or workmanship.

However we will cover loss or Damage to your Vehicle, if an accident occurs resulting from a failure under 1 (b) (i) or 1 (b) (ii).

2. Tyres

for loss or Damage to the tyres of your Vehicle caused by the application of brakes or by road punctures, cuts, blow-outs or bursting, unless caused as a result of an Accident or a malicious act which is covered under this policy.

3. Loss of use

for any consequential loss, inconvenience or other detriment of any kind, resulting from loss or Damage to your Vehicle.

4. Lawful seizure

for loss or Damage to your Vehicle as a result of lawful seizure, confiscation, or acquisition.

5. Safeguarding your vehicle

for loss or Damage due to failure to lock or secure your Vehicle after it has broken down or been Damaged.

6. Incorrect fuel / additive

for loss or Damage to your Vehicle due to incorrect use of fuel or additive.

In addition to these Exclusions, please refer to Policy Exclusions for Covers – Section 1 and 2 which are applicable to this policy.

Part F

Third Party Liability – Section 2

This section only forms part of your policy when Commercial Motor Vehicle Section 2 – Third Party Liability is shown in the schedule and is limited to the Period Of Insurance indicated.

Cover

If your vehicle is registered and/or licensed as required by laws relating to the use of motor vehicles on public roads (or if your vehicle is a towed vehicle for which registration or licensing is not required by any such laws) we will at our option pay the amount which:

1. you; or
2. any person legally licensed to drive or be in charge of your Vehicle with your permission; or
3. any passenger travelling in your Vehicle , or getting in, or getting out of your Vehicle with your permission; or
4. goods being carried by or falling from your Vehicle or a substitute vehicle; or
5. loading or unloading your Vehicle or a substitute vehicle; or
4. the legal representatives of any deceased person to whom cover is provided in 1 to 5 above,

may be held legally liable to pay as Compensation resulting from an Accident occurring during the Period Of Insurance and caused by or arising out of the use of your Vehicle for:

- (a) damage to property; and
- (b) the legal costs incurred with our written consent as a result of fire, explosion, falling, leakage or spillage of transported goods, in, or from your Vehicle.

Supplementary Bodily Injury

If your Vehicle is registered and/or licensed as required by laws relating to the use of motor vehicles on public roads (or if your Vehicle is a towed vehicle for which registration or licensing is not required by any such laws) we will pay the amount which:

1. you; or
2. any person legally licensed to drive or be in charge of your Vehicle with your permission; or
3. any passenger travelling in your Vehicle , or getting in, or getting out of your vehicle with your permission; or

4. goods being carried by or falling from your Vehicle or a substitute vehicle; or
5. loading or unloading your Vehicle or a substitute vehicle; or
4. the legal representatives of any deceased person to whom cover is provided in 1 to 5 above,

may be held legally liable to pay as Compensation resulting from an Accident occurring during the Period Of Insurance and caused by or arising out of the use of your Vehicle for death or bodily injury.

We will not pay:

- (a) if you or any other person entitled to cover under this section has been, or is entitled to be, partially or wholly indemnified by any statutory compulsory insurance or accident compensation scheme, including any compulsory motor vehicle scheme; or
- (b) for any claim for which you or any other person entitled to cover under this section would have been partially or wholly indemnified, but for your failure to insure or register your Vehicle in accordance with a requirement of any statutory compulsory insurance or accident compensation scheme, including any compulsory motor vehicle scheme; or
- (c) if you or any other person entitled to cover under this section, has been, or is entitled to be, partially or wholly indemnified by any statutory compulsory insurance or accident compensation scheme, including any compulsory motor vehicle scheme; or
- (d) for any claim for which you or any other person entitled to cover under this section, would have been partially or wholly indemnified, but for your failure to insure or register your Vehicle in accordance with a requirement of any statutory compulsory insurance or accident compensation scheme, including any compulsory motor vehicle scheme; or
- (e) to you or any person in charge of your Vehicle; or
- (f) (i) to any person related to you; or
(ii) any person related to the person in charge of your Vehicle,
by way of birth, marriage or defacto relationship; or
- (g) to any person with whom you ordinarily reside or who ordinarily resides with you; or
- (h) to any Employee, agent, contractor, or sub-contractor employed or engaged by any person entitled to indemnity under this policy; or
- (i) to any person in or on, getting in or on, or getting out of, or off any bus, coach or caravan, whether registered or deemed to be registered; or

- (j) arising out of, or in any way connected with a defect in your Vehicle, or in a motor Vehicle causing loss of control of the Vehicle whilst it is being driven; or
- (k) for legal liability in respect of any psychological or psychiatric injury (other than to the extent that is directly caused by or arising from serious physical bodily injury of the person who suffers the psychological or psychiatric injury); or
- (l) unless you or the person claiming under this section have notified us of a claim under this section within 6 months of you or that person first becoming aware of an intention to make a claim against you or that person; or
- (m) where at the time of the Accident, you did not have in force a current general liability or public liability policy pertaining to your Business operations.

Limitations of Cover – Section 2

Our total liability under this section is \$30,000,000 or the amount shown in the Schedule, for all claims arising from the one Accident or series of Accidents resulting from the one original cause, unless your Vehicle is being used for transportation of Dangerous Goods, and complies with the Australian Code for the Transport of Dangerous Goods by Road and Rail, in which case our total liability under this Section is limited to \$1,000,000.

The limits of liability include all costs and expenses for all claims arising from the one Accident, or series of Accidents resulting from the one original cause.

Extensions of Cover – Section 2

1. Legal costs and authorised expenses

When an Accident is covered by this section we will pay, in addition to the liability limit, all legal costs and expenses incurred by you or any other covered persons, with our written consent, in settlement or defence of claims for Compensation arising out of that Accident. Furthermore, we will pay reasonable legal expenses incurred with our written consent for representation at any formal legal enquiry or at any Coroner's Inquest.

However if the liability limit shown in the Schedule is less than the total amount paid or payable to settle or dispose of all claims that arise out of the one Accident, then we will only pay a proportion of the legal costs and expenses. Our proportion will be that proportion that the liability limit represents to the total amount paid or payable to settle or dispose of all claims that arise out of the one Accident.

2. Employer or principal

We will pay the amount which:

- (a) your employer, principal or partner; or

(b) the Commonwealth, State or Local Government, becomes legally liable to pay as Compensation caused by, or arising out of the temporary use of, your Vehicle.

3. Non-owned or supplied vehicles

We will pay the amount which you may be held legally liable to pay as Compensation, resulting from an Accident occurring during the Period Of Insurance, caused by, or arising out of the use of a vehicle not owned by you, and being used by you, or one of your Employees, or some other person with your consent, in connection with your Business.

However as far as is allowed by law, this Extension of Cover will only provide cover for any amount in excess of the liability for which you are entitled to indemnity under any other insurance policy.

4. Non-owned trailer liability

We will pay the amount which you or any other person entitled to cover under this section, may be held legally liable to pay for actual physical damage to any trailer being towed by your Vehicle, caused by, or arising out of, the use of your Vehicle.

However:

- (a) this Extension of Cover only applies if, at the time of the Accident, the trailer is being towed in the course of your Business and the trailer is not owned, rented, hired or leased by you; and
- (b) the cover provided by this Extension of Cover does not extend to the contents of any non-owned trailer nor clean-up costs associated with the contents of any non-owned trailer.

When cover is provided by this Extension of Cover, Exclusion 1 to Exclusions of Cover – Section 2 'Property in custody or control' does not apply.

The maximum amount we will pay under this Extension of Cover is:

- (i) the Market Value of the trailer just before the Accident, based on the age and condition at that time; or
- (ii) \$50,000;

whichever is the lesser.

Any cover provided by this Extension of Cover is subject to an additional Excess of \$2,500 per non-owned trailer.

5. Vehicles under tow

We will provide cover under this section, for loss or damage caused whilst your Vehicle is towing any disabled vehicle, provided the disabled vehicle is not being towed for reward or financial gain.

6. Uninsured Motorist

We will cover you for up to \$5,000 less any applicable excess 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; and
- The other vehicle was uninsured; and
- You can tell us the name of the other driver and Identify the other vehicle.

This cover is not applicable where you have selected Own Damage Cover – Section 1

Exclusions from Cover – Section 2

We will not pay for:

1. Property in custody or control

damage to property that is owned by you or any other covered persons, or leased or rented to you or any other covered persons or property in the physical or legal control of the driver of your Vehicle.

For the purpose of this Exclusion only:

- (a) Employees' or visitors' vehicles, whilst contained within your car park or premises; and
- (b) premises leased or rented to you, are not deemed to be in your custody or control.

2. Employer's liability

death or bodily injury to any person:

- (a) caused by or arising out of the employment of the person by you; or
- (b) in your service that arises from any liability imposed by:
 - (i) any workers' compensation legislation; or
 - (ii) any industrial award, agreement or determination.

3. Statutory liability

any liability you or other covered persons incur to pay Compensation which is the subject of any compulsory motor vehicle insurance law.

4. Pollution

- (a) death or bodily injury or property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water);
- (b) death or bodily injury or property damage directly or indirectly arising out of the discharge, seepage,

migration, dispersal, release or escape of Pollutants or contaminated substances caused by any product that has been discarded, dumped, abandoned or thrown away by others;

- (c) the cost of removing, nullifying or cleaning up Pollutants or contaminated substances; or
- (d) the cost of preventing the escape of Pollutants or contaminated substances.

This Exclusion shall not apply where the claim arises from a sudden identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the Period Of Insurance.

5. Tools of trade vehicle

any 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 physical damage so caused, up to a maximum of \$100,000 each event.

6. Fines / penalties

any fines, penalties, or aggravated exemplary, punitive damages or liquidated damages.

7. Vibration / vehicle weight

Damage to property that is caused by:

- (a) vibration; or
- (b) the weight of your Vehicle exceeding any lawful requirements or advisory signs.

8. Unregistered vehicles

any liability arising out of the use of any unregistered Vehicle.

However, we will cover your liability in respect of the unregistered Vehicle in a place that requires registration, provided you have complied with the appropriate statutory requirements and obtained necessary permits to move the unregistered Vehicle.

9. Airside/Aircraft liability

any liability of whatsoever nature in connection with loss or damage to any aircraft resulting from an Accident caused by, or arising out of, the use of your Vehicle.

10. Dangerous Goods

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 dangerous and/or hazardous goods (as defined by the Australian Dangerous Goods Code) or any other substances which form explosive mixtures with organic or other readily oxidisable materials, unless the method of transportation complies with all relevant code, regulatory or legislative requirements, in which case We will pay no more than \$1,000,000 each event inclusive of any costs incurred for the clean up as a result of an insured event.

In addition to these Exclusions, please refer to Policy Exclusions for Covers – Sections 1 and 2 which are applicable to this policy.

Extensions of Cover – Sections 1 and 2

1. Vehicle additions

Where you acquire any additional vehicles during the Period Of Insurance, the cover provided by this policy for your Vehicle will also apply to that additional vehicle, subject to the following:

- (a) within 30 days of the date you acquire the additional vehicle, you must provide to us full details of that additional vehicle as are set out in the Schedule in respect of your Vehicle;
- (b) the additional vehicle must be of a similar type, make, and model to your Vehicle;
- (c) you must pay any additional Premium we impose in respect of that additional vehicle; and
- (d) the maximum amount we will pay under this policy in respect of each additional vehicle is \$100,000 or for Fire Theft and Third Party Property Damage cover the limit is \$5,000 in respect of each additional vehicle.

2. Police, Fire Brigade and other Authorities

This policy extends to cover you up to a limit of \$5,000 per event for all costs levied by the following authorities, as a result of loss or Damage involving an insured Vehicle, requiring or resulting in the attendance of any members of:

- (a) any Police Force at the Accident site;
- (b) any Fire Brigade; or
- (c) any other Authority.

3. No fault excess

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

you satisfy us that the Accident which gave rise to the claim was the fault of the driver of the other vehicle; and

- you can supply the name and address of that driver, and
- you can supply the registration number of the vehicle, and
- your Vehicle was a sedan, station wagon, four wheel drive, panel van, utility or goods carrying vehicle
- under 2-tonne gross vehicle mass, and
- the amount of the claim exceeds your basic and age excess under the policy, and
- your basic excess does not exceed \$1,000.

4. Novated leases

This policy extends to cover Employees, their spouses and immediate family's vehicles, which are the subject of a novated lease or similar agreement, arranged under the auspices of, and specifically agreed to be covered by, the Insured.

Part G – General Exclusions for Covers Sections 1 and 2

This policy does not provide cover:

1. War

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

2. Terrorism

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes and does not cover death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out 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.

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

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

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

3. Radioactivity / Nuclear

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

4. Motor sports, vehicle racing, testing

If at the time of the damage or when any liability was incurred, your Vehicle was being used in:

- (a) any test or trial, other than for resale purposes on public roads;
- (b) any experiments; or
- (c) preparation for or involvement in racing, speed testing, speed trial, pace making, reliability trial, stunt, rallying or motor sport activities.

5. Vehicle overloading

- (a) If at the time of the damage or when any liability was incurred, your Vehicle was being used to carry a number of passengers in excess of that for which it was constructed, registered or licensed, or contrary to the manufacturer's recommendations; or
- (b) If at the time of the damage or when any liability was incurred, your Vehicle or any Caravan/Trailer being towed by your Vehicle was used to carry, lift, haul or tow a load in excess of that for which it was designed, constructed, registered or licensed, or used contrary to the manufacturer's recommendations.

Exclusions 2(a) and 2(b) shall not apply if you can prove that:

- (i) you did not allow such use of your Vehicle;
- (ii) you had no reason to suspect that your Vehicle was being used in that manner; or
- (iii) the damage or liability incurred was not caused by, or contributed to, by such excess of passengers and/or load.

6. Unroadworthy or unsafe vehicles

If at the time of the damage or when any liability was incurred, your Vehicle was being used in an unroadworthy or unsafe condition.

This Exclusion shall not apply if you prove that the damage or liability incurred was not caused, or contributed to, by the unroadworthy or unsafe condition of your Vehicle, or such unroadworthy or unsafe condition could not reasonably have been detected by you.

7. Non-approved fuel systems

If the damage or any liability incurred was a result of the use of a fuel system in your Vehicle that does not comply with the appropriate Australian Standard Code.

8. Contractual liability

For liability arising under any undertaking or indemnity given or contracted by you without our written consent,

unless such liability would have attached notwithstanding such undertaking or indemnity.

9. Multiple trailers

For damage that occurs or liability which is incurred by, or arising from, the use of your Vehicle while it is towing more than legally permitted number of trailers.

10. Hire, fare or reward

For loss or damage that occurs or liability which is incurred, when your Vehicle was being used for the conveyance of passengers for hire, fare or reward other than under a private pooling arrangement.

This Exclusion will not apply to any allowance for travelling paid by you to an Employee.

11. Underground mining

If at the time of the damage or when any liability was incurred, your Vehicle was:

- (a) used for drilling or tunnelling whilst underground; or
- (b) used or driven in an underground mine or mining shaft.

12. Dual lifts / multi lifts

If damage occurs to, or by, your Vehicle or liability is incurred whilst your Vehicle is being used in any raising or lowering operation in which a single load is shared between two or more cranes or lifting devices.

13. Repossession

For damage to your Vehicle or any liability caused by any person lawfully repossessing or attempting to lawfully repossess your Vehicle, where your Vehicle is used as security for a debt.

14. Setting of concrete/bitumen

If the damage to your Vehicle (or any concrete agitator barrel, bowl or concrete pumper) was caused by the setting or hardening of any concrete, bitumen or similar products being carried at the time of the loss, unless you or any other covered persons have taken all reasonable steps to remove the concrete, bitumen or similar product from your Vehicle.

15. Stock in trade

If at the time of the loss or damage, or when any liability was incurred, your Vehicle formed part of the stock in trade of your business.

16. Wilful damage

For damage that is intentionally caused or liability that is intentionally incurred by you, anyone acting on your behalf or any other covered persons.

17. Vehicles on rails / cables

If at the time of the damage or when any liability was incurred, your Vehicle was being used to run on rails, tram tracks or cables.

18. Unlawful acts (including unlicensed drivers)

If at the time of the loss or damage or when any liability was incurred:

- (a) you or any person driving your Vehicle was doing so:
 - (i) for any unlawful purpose; or
 - (ii) as a result of, or occasioned by, you stealing, converting, absconding with, or otherwise misappropriating your Vehicle, or deliberately inflicting loss or damage with, or to your Vehicle.
- (b) you or any person driving your Vehicle:
 - (i) had faculties impaired by any drug and/or intoxicating liquor;
 - (ii) had a percentage of alcohol or drugs in their breath, saliva, blood or urine in excess of the percentage permitted by the law of the applicable State or Territory where the incident occurred;
 - (iii) refused to provide or allow the taking of a sample of breath, saliva, blood or urine for testing or analysis; or
 - (iv) left the place where the accident arose, before being legally allowed to do so.
- (c) you or any person driving with your consent and knowledge was not licensed to drive your Vehicle, or was disqualified from holding or obtaining such a licence.
- (d) your Vehicle was being driven by a person who was not legally licensed to drive that vehicle.

Exclusion 18 (c) shall not apply if your Vehicle is being driven by a person who is involved with the servicing of your Vehicle on premises you occupy.

Further, Exclusions 18 (a) to (d) inclusive shall not apply if you can prove:

- (i) that you had no reason to suspect that your Vehicle was being used in that manner;
- (ii) that you did not allow such use of your Vehicle; or
- (iii) the driver's licence had unintentionally lapsed, was fraudulently produced, or was cancelled unknown to you as a result of unpaid parking fines, and the driver was the holder of a licence in the 12 months immediately prior to the lapsing of the licence,

and 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 your Vehicle.

19. Dry Hire

For damage that occurs or liability which is incurred from use of your Vehicle when let out on a dry hire basis unless we have agreed in writing to provide dry hire cover

20. Resale Theft

If at the time of the damage or when any liability was incurred, your Vehicle was being test driven for resale and the prospective purchaser was not accompanied by you, or your employee

21. Asbestos

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

However upon notification in writing, we may, at our option and subject to any additional Premium requested, provide cover.

Part H

Conditions

The following conditions apply to your policy:

1. Reasonable care

You must exercise all reasonable care, precautions and use all due diligence to prevent loss or damage to the insured vehicles and prevent any liability, and comply with all statutory obligations and by-laws or regulations imposed by any Public Authority for the safety of the Vehicles and for the carriage of passengers, goods or merchandise.

2. 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.

3. Cancellation

- (a) You may cancel this policy at any time by notifying us in writing.
- (b) We may cancel this policy by notifying you in writing, if you are in breach of any of the terms or conditions, or for any other reason available at law.

Notice of cancellation has the effect of cancelling this policy at 4.00pm, local standard time, on the 30th business day, after the day on which notice was sent to you.

- (c) (i) After cancellation by you, we will be entitled to retain:
 - (1) the pro rata Premium for the period during which the policy has been in force;and
 - (2) any tax or duty paid or owing for which we are unable to obtain a refund.
- (ii) After cancellation by us, you will be entitled to a refund on a pro rata basis in relation to the unexpired Period Of Insurance.

4. Change of risk

You must notify us in writing of all changes materially affecting the facts or circumstances existing at the

commencement of this policy, or at any subsequent renewal date, as soon as such change comes to your notice. Any additional Premium due as a result of the change must be paid by you.

5. Cross liability

Where the insured comprises more than one legal entity, the word 'you' shall be considered as applying to each entity as if that entity were the only entity named as you. We waive all rights of subrogation or action, which we may have acquired against any such entities. The Limits of Liability stated elsewhere in this policy are not affected or increased as a consequence of this condition.

6. Fraud

We will not pay any claim if you have used any fraudulent means or devices, or anyone acting on your behalf, to obtain a benefit under this policy.

7. Other insurance

If you are entitled to indemnity under any other insurance policy, you must advise us of the particulars of that other insurance policy when making a claim.

8. Notifications

All notices and communications must be made or confirmed in writing by you or your intermediary. We will not act upon other forms of communication until confirmed in writing by you or your intermediary.

9. Proper law and jurisdiction

The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with Australian law.

In the event of any dispute arising under this policy, including but not limited to its construction and/or validity and/or performance and/or interpretation, you will submit to the exclusive jurisdiction of any competent Court in Australia.

10. Payment of excess

When you have a claim under your policy, you must pay the excess amount in accordance with the terms and conditions that apply to the applicable section.

11. Progress payments

If we have agreed that a claim is covered by your policy we will make reasonable progress payments.

12. GST Notice

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

Sums insured

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

Claim settlements – Where we agree to pay

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

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

Disclosure – Input tax credit entitlement

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

Part I

Making a claim

What you must do

We may not pay your claim if you do not act as follows:

1. Do not admit liability

You must not:

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

We are entitled to take over and conduct the defence of any claim made against you for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of claims. If the claim is for legal liability, you may make a written request to us to agree that you are covered in respect of the claim.

2. Prevent further damage

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

3. Contact the police

Depending on the laws of the State or Territory in which the accident occurs, you must:

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

You must contact the police immediately if your Vehicle is stolen or maliciously damaged.

4. Contact us as soon as possible

If there is any accidental loss, damage or liability which is likely to result in a claim, you must give us immediate notice with the full details of any accidental loss, damage or anticipated or alleged liability.

You or your representative must give us full details in the manner we request which will be either:

- a. verbally; or
- b. in writing by completing our claim form which will be supplied to you when you contact us. The process for authorising repairs to your Vehicle is explained under "Authorising repairs".

Any correspondence you receive regarding the accident or event must be sent to us immediately. You must advise us immediately of:

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

5. Deciding who is at fault

We will be solely responsible for deciding whether you contributed to the cause of an accident.

6. Choice of repairer

You have the right to choose any repairer from the Allianz Repairer Network to repair the damage to your vehicle. Before becoming a Network Repairer, applicants are assessed on their reputation to perform quality repairs, expertise of staff, repair turnaround times, workshop equipment and facilities, and location. They must also adhere to the Motor Vehicle Insurance & Repair Industry Code of Conduct. Once part of the Network, performance is regularly reviewed to maintain standards of service.

You can be assured that we strive to achieve the best repair outcome for you by working closely with our Network Repairers.

Of course you can elect to choose a non-Allianz Network Repairer. In this case we will work closely with your nominated repairer; however we may require a second quotation from a repairer chosen by us. We will then choose to either:

- Authorise the repairs at your repairer of choice, or
- Pay you a fair and reasonable amount to repair the Vehicle; or
- Move the vehicle to a repairer we both agree will repair your Vehicle. In the instance that we both agree to move the Vehicle we will provide you with a rental car for up to 3 days in addition to any other benefit provided under this policy.

7. Authorising repairs

- a. Where you have loss of or damage cover you may only authorise emergency repairs as detailed on page 13 under "Emergency mitigation costs". You cannot authorise further repairs to your Vehicle without our prior consent.
- b. Before we make a decision regarding your claim and repairs to your Vehicle, we may need to inspect your Vehicle. A motor vehicle assessor will be appointed by us. We or our assessor will make the necessary arrangements with you.

8. Parts, extras and accessories

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

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

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

9. 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.

10. 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.

11. Assist us with your claim

You must assist us with your claim. This means give us all the information and assistance with your claim which we may reasonably require. If you do not we may not pay your claim or provide cover.

If we have the right to recover any amount payable under the policy from any other person, you must cooperate with us in any action we may take.

12. Our rights of recovery

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

13. Salvage of your vehicle when it 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 wreckage of your Vehicle will become our property; and
- we will keep the proceeds of any salvage sale.

14. Payment of unpaid premium when your vehicle is a total loss

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

- the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to you, and
- if we are replacing your Vehicle, you must pay us the balance of any unpaid premium or instalments for the Period of Insurance.

15. No return of premium after 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, no return of premium will be made for any unused portion of the premium.

16. GST

We will adjust your claims payment in accordance with the GST provision noted under "Terms and Conditions", "GST Notice" on page 24.

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For all enquiries please call your insurance intermediary

allianz.com.au

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