

motor composite

insurance product disclosure statement and policy



This is an important document. If you cannot read and understand English, please use an interpreter to explain it to you before entering into this contract of insurance.

Questo è un documento importante. Se non avete una buona conoscenza dell'Inglese, per favore fatevelo spiegare da un interprete prima di concludere un contratto di assicurazione.

Αυτό είναι πολύ σπουδαίο έγγραφο. Αν έχετε δυσκολία με τα Αγγλικά, παρακαλείστε να μεταχειρισθείτε διερμηνέα να σας το εξηγήσει προτού συνάψετε μια ασφαλιστική συμφωνία.

這是一份重要文件。如你不諳英語，在投保前，請先用傳譯員為你解釋保險合約。

ان هذه الوثيقة هامة. إذا كنت لا تجيد الإنكليزية، يرجى استعمال مترجم كي يشرحها لك قبل أن تدخل طرفاً في عقد تأمين.

Dies ist ein wichtiges Dokument. Falls Sie die englische Sprache nicht beherrschen, lassen Sie es sich von einem Dolmetscher erklären, bevor Sie einen Versicherungsvertrag eingehen.

Đây là một văn kiện quan trọng. Nếu quý vị không thông thạo tiếng Anh, xin vui lòng nhờ thông dịch viên giải thích để quý vị hiểu rõ trước khi ký tên vào hợp đồng bảo hiểm.

Este es un documento importante. Si Ud. No tiene conocimientos sólidos de inglés, pida a un intérprete que le explique el documento antes de contratar el seguro.

នេះគឺជាឯកសារមួយដែលមានសារៈសំខាន់ ។ ប្រសិនបើអ្នកពុំសូវចេះភាសាអង់គ្លេសច្បាស់លាស់ទេ សូមស្នើសុំអ្នកបកប្រែភាសាឲ្យពន្យល់ប្រាប់អ្នកមុនពេលអ្នកយល់ព្រមចុះកិច្ចព្រមព្រៀងធានារ៉ាប់រងណាមួយ ។

Welcome to the security of CGU Insurance

This booklet is important

Product Disclosure Statement

This Product Disclosure Statement (PDS) contains important information required under the Financial Services Reform Act 2001. To assist you to locate specific items in the policy wording, a table of contents is provided on page 5.

Introduction

Who is the insurer

CGU Insurance Limited is the insurer of the insurance policy. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291. In this booklet the insurer is called 'We', 'Us' or 'Our'.

How to contact us

You may contact us by any of the following ways:

- ◆ In person at any CGU Insurance Office.
- ◆ By telephone: 131 532
- ◆ By writing to us at CGU Insurance, GPO Box 9902 in your capital city.
- ◆ By email on our website www.cgu.com.au

The purpose of this PDS

This PDS has been prepared to assist you in understanding the insurance policy and making an informed choice about your insurance requirements. This PDS sets out the significant features of the insurance policy including its benefits, risks and information about how the insurance Premium is calculated. You still need to read the policy wording which commences on page 6 for a full description of the terms, conditions and limitations of the insurance policy.

General Insurance Code of Practice

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

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

Our commitment to you

We have adopted and support the Code and are committed to complying with it.

Please contact us if you would like more information.

Your cooling-off period

We will refund all Premium paid for cover under the insurance policy if you request cancellation of the insurance policy within 21 days of its commencement. To do this, you must advise us in writing and return the Schedule to your nearest CGU Insurance office. You will not receive a refund if you have made a claim under the insurance policy. Details about the cooling-off period are shown in the policy wording under 'Money Back Guarantee' on page 6.

How to resolve a complaint or dispute

1. Talk to us first

If you have a complaint, the first thing you or your insurance adviser should do is speak to one of our staff. If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

If the staff member or claims officer are unable to resolve the matter for you, you or your insurance adviser may speak to a manager. The manager will usually provide you with a response to your complaint within 15 days. If the timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with you alternative timeframes. If you are not satisfied with our response or we cannot agree with you on alternative timeframes, you can go to step 2.

2. Seek a review

If the matter is still not resolved the manager will refer you or your insurance adviser to the relevant dispute handling department or area who will conduct a review of your dispute and will usually provide you with a response to your dispute within 15 business days. If the timeframe is impractical, we will discuss with you alternative timeframes.

If you are still not satisfied with our response to your dispute or we cannot agree on alternative timeframes, you can go to step 3.

3. Seek an external review

You are entitled to seek an external review of our decision. We will provide you with information about options available to you, including, if appropriate, referring you to the external dispute resolution scheme administered by the Financial Ombudsman Service Limited (FOS).

You will not be able to have your dispute resolved by the FOS if you are not eligible under the FOS's Terms of Reference.

Further information about our complaint and dispute resolution procedures is available by contacting us.

Your privacy

We treat your personal information with care. We will not release your personal information to anyone else other than another insurer, an insurance reference service or as permitted or required by law. In the event of a claim, we may disclose information to and/or collect additional information about you from investigators or legal advisers. Details about your privacy are shown in the policy wording under 'The way we handle your personal information' on page 6.

Your duty of disclosure

We rely upon the information you provide to us when you apply for insurance, and when you renew, change or reinstate your policy. You must tell us everything that you know, or should know, could affect our decision to insure you and/or the terms on which we insure you.

Details about disclosure of information are shown in the policy wording under 'What you need to tell us' on page 7 and 'What you do not need to tell us' on page 7.

How to apply for insurance

Complete our application form. If we accept your application for insurance, you will receive a Schedule that sets out details of the insurance you have taken out.

How to make a claim

To make a claim, please contact your nearest CGU Insurance office, as shown on the back page of the policy, when something happens that you believe you can claim for. Details about making a claim are shown in the policy wording under 'Claim procedures' on page 22, and 'Settlement' on pages 11 and 12.

Taxation information

CGU Insurance shows all taxes and charges as separate items on all Schedules (e.g. stamp duty and the Goods and Services Tax). Details about the Goods and Services Tax are shown in the policy wording under 'Settlement' on page 12.

Significant features and benefits

You have a choice of three levels of cover to select from.

Cover options	Description of cover provided
Comprehensive	<ul style="list-style-type: none">• Cover for loss or damage to your Vehicle.• Cover for your legal liability for loss or damage to another person's property.
Fire, theft and third party	<ul style="list-style-type: none">• Cover for your Vehicle for loss or damage by fire or theft.• Cover for your legal liability for loss or damage to another person's property.
Third party only	<ul style="list-style-type: none">• Cover for your legal liability for loss or damage to another person's property.

With each cover option selected, a range of benefits is included. These benefits are shown in the policy wording under 'Section 1 - Defined Events' on page 10, 'Section 2 – Settlement' on pages 11 and 12, and 'Section 3 - Additional Benefits' on pages 13 to 15, 'Section 5 – Optional Limitations' on page 18.

You have a choice of up to three categories of Vehicles to cover:

- ◆ Specified Vehicles
- ◆ Unspecified Vehicles
- ◆ Customers Vehicles

The definitions of these Vehicles are shown in 'General Definitions' on pages 8 and 9. The categories of Vehicles and level of cover that you have chosen will be shown in the Schedule.

Limitations in cover

If a Vehicle is a Total Loss, the amount we will pay you will be limited to the lesser of the Sum Insured or the Market Value. However, if you are a licenced motor dealer or you are engaged in the trading of Vehicles, the amount we pay you will be limited to the lesser of the Sum Insured or the Wholesale Market Value.

The definitions for Sum Insured and Wholesale Market Value are provided under 'General Definitions' on page 8.

Exclusions

Our insurance is designed to provide protection for you in the event of something happening which has been insured against.

Under some circumstances, this policy will not provide any insurance cover to you. For example, if you deliberately damage a Vehicle. It is important that you are aware of these exclusions and so you should read them. In the policy wording these exclusions are shown under 'Section 6 – General Exclusions' on pages 19 to 21.

There are things that you must do in order for your insurance cover to apply. For example, you must take all reasonable steps to recover lost or stolen property. In the policy wording we show what you need to do under 'Section 7 – General Conditions' on pages 22 to 24.

Variations and Extensions are available in some circumstances to provide a limited cover for loss, destruction or damage to Vehicles. The options are shown under 'Section 4 – Variations and Extensions' on pages 16 and 17.

Significant risks

Disclosure

You have certain disclosure obligations that you need to comply with. Failure to comply with these obligations may have consequences in terms of your insurance cover or in the event that you make a claim. Your disclosure obligations and the consequences of not complying with these obligations are outlined in the policy wording under 'What you need to tell us' and 'What will happen if you do not tell us' on page 7.

Excesses

If you make a claim under the policy, you may be required to pay one or more Excesses. The description of these Excesses and the circumstances in which they are applied are shown in the policy wording under 'Excess' on page 24 and the amount of Excess, applying to each Vehicle, will be shown on your Schedule.

We take into consideration a number of factors in setting the amount of the variable Excess. These include factors relating to the type of Vehicles being insured including modifications made to the Vehicles, the age and driving experience of people who will be driving the Vehicles, where and how the Vehicles are used, the type of loss covered, the place where your Vehicles are garaged, and your previous insurance and claims history. At the time of your enquiry or application for motor composite insurance, the amount of each Excess will be advised to you.

Costs

The Premium payable by you will be shown on your Schedule.

The key factors that influence the Premium calculation are reflected in the questions asked, and information sought at the time of your enquiry or application for motor composite insurance.

These include factors relating to the make, model and type of Vehicles being insured including modifications made to the Vehicles, the driving experience of people who will drive the Vehicles, where and how the Vehicles are used, the type of loss covered, the place where your Vehicles are garaged, and your previous insurance and claims history.

Premiums are subjected to Commonwealth and state taxes and/or charges. These include the Goods and services Tax and stamp duty. The amount of these taxes and/or charges will be shown on your Schedule.

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Motor composite insurance policy

Important information

Please read this policy before you apply for insurance.

This policy sets out the terms, conditions and limits that apply for the insurance we make available to you. If we accept your application for insurance, you will receive a Schedule that sets out details of the insurance you have taken out.

Our agreement with you is made up of your application, this insurance policy booklet, Schedule and Endorsements we send to you. Endorsements are notices we send to confirm any change to your insurance.

When your policy is renewed or changed, we will send you a new Schedule. It will then become the current Schedule.

Keep this insurance policy in a safe place. You may want to refer to it from time to time.

We recommend that you keep receipts for major items you purchase.

If you need more information about this insurance policy, please contact your insurance adviser. We are happy to give you personal attention and service in relation to this or any other insurance enquiry.

Guarantee

We aim to give you the highest possible standard of service, treating you fairly and honestly at all times.

Money Back Guarantee

You have twenty-one days from the commencement of your insurance policy to be sure you have the cover you require. If it is not the cover you require, you can cancel the policy. To do this, you must advise us in writing and return the Schedule and insurance policy to your nearest CGU Insurance office. You will receive a full refund of the Premium paid, providing nothing has occurred for which a claim is payable under the policy.

General Insurance Code Of Practice

CGU Insurance proudly supports the General Insurance Code of Practice.

The purpose of the Code is to raise standards of practice and service in the general insurance industry.

The objectives of the Code are:

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

Brochures on the Code are available from your nearest CGU office.

The way we handle your personal information

We collect personal information from you for the purpose of providing you with insurance products and services, and processing and assessing claims.

You can choose not to provide this information, however, we may not be able to process your requests.

We may disclose information we hold about you to other insurers, an insurance reference service or as required by law.

In the event of a claim, we may disclose information to and/or collect additional information about you from investigators or legal advisers.

If you wish to update or access the information we hold about you, contact us.

Your policy

What you need to tell us

You must tell us everything that you know, or should know, which could affect our decision to insure you and/or the terms on which we insure you.

You must do this when you apply for a policy, when you renew your policy and when you change or reinstate your policy. When we ask you specific questions, you must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured by the policy answers all questions in this way. These requirements are part of the Insurance Contracts Act 1984.

What you do not need to tell us

You do not need to tell us anything that:

- ◆ Reduces our risk.
- ◆ Is of common knowledge.
- ◆ We know, or as an insurer should already know.
- ◆ We tell you we do not want to know.

What will happen if you do not tell us

If you withhold relevant information or you do not answer our questions in the way we have described, we can reduce the amount we pay for your claim, or we can cancel your policy. If your failure to tell us is fraudulent, or your answers are untruthful we can treat your policy as if it never existed.

When you are insured

Your insurance begins when we accept your application. The commencement date of your insurance will be shown on the Schedule of Insurance that we will send you.

The insurance applies for the period for which you have paid Us (or agreed to pay Us) the Premium. You may pay your Premium by cash, cheque or credit card. If your cheque or credit card is dishonoured by your financial institution, You are not insured.

Who is the insured

The person or company whose name is set out in the Schedule is insured. In this policy that person or company is referred to as 'You' ('Your') or 'Insured'.

Who is the insurer

CGU Insurance Limited is the Insurer. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291. In this policy the insurer is called 'We', 'Us', or 'Our'.

Intermediary remuneration

CGU Insurance Limited pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary you should ask your intermediary.

The insurance cover you select

Under the Motor Composite insurance policy, You can select the following types of cover:

- ◆ Comprehensive;
- ◆ Fire, Theft and Third Party; or
- ◆ Third Party Only.

The cover You select will be shown on Your Schedule for each Specified Vehicle or category of vehicles.

The category of Vehicle you can insure

Under the Motor Composite insurance policy, You can insure Vehicles under the following categories:

- ◆ Specified Vehicles;
- ◆ Unspecified Vehicles; or
- ◆ Customers' Vehicles.

The category of Vehicles You insure will be shown on Your Schedule.

General Definitions

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

Words	Meaning
Accessories	<p>(a) Equipment specifically manufactured and designed for a Vehicle and fitted to the Vehicle as additional equipment, including:</p> <ul style="list-style-type: none"> (i) Stereo, cassette, and compact disc players. (ii) Air conditioning units. (iii) Alarms or other security devices. (iv) Radio receivers and citizen band radio service equipment. <p>(b) Artwork or signwriting, gates, tarpaulins, chains, ropes, and winches while attached to the Vehicle.</p>
Business	Your Business, trade, or profession, as specified in the Schedule.
Electronic Data	Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation, or processing by electronic or electromechanical data processing or electronically controlled equipment.
Excess	The amount You have to pay towards the cost of any claim under this policy.
Endorsement	A written alteration or addition to the terms and conditions of this policy, as indicated in the Schedule.
Flood	<p>Flood is when water from a river, creek, lake, swamp, watercourse, reservoir, dam or navigable canal (whether they are in their original state or have been modified), overflows onto normally dry land.</p> <p>We also regard any rainwater on your property:</p> <ul style="list-style-type: none"> (a) that cannot run off into a river, creek, lake, swamp, watercourse, reservoir, dam or navigable canal (whether they are in their original state or have been modified) because it is overflowing in flood; and/or (b) that mixes with the floodwater coming from the river, creek, lake, swamp, watercourse, reservoir, dam or navigable canal (whether they are in their original state or have been modified); as water coming from flood.
Market Value	The cost to buy a vehicle of the same age, condition, model and make as the Vehicle, as assessed by Us.
Period of Insurance	The period specified in the Schedule.
Personal Effects	<p>Items of clothing or personal belongings normally worn or carried by a person but not including:</p> <ul style="list-style-type: none"> (a) Firearms, sporting or photographic equipment. (b) Mobile phones, musical instruments, or computers. (c) Cheques, money, credit cards or negotiable instruments. (d) Jewellery, watches or furs.
Premium	The amount payable by You for the insurance provided by us under this policy.
Proposal	The application form completed by You giving answers, particulars, and statements in respect of the insurance required by You.
Schedule	The schedule issued by Us which forms part of this policy and shows your policy number, Premium, the insurance cover selected by You, and any special terms, limits, conditions, exclusions, Endorsements, or any Excesses payable.
Situation	The Business premises specified in the Schedule.
Sum Insured	The amount specified in the Schedule.
Total Loss	<p>When:</p> <ul style="list-style-type: none"> (a) The likely cost to repair the Vehicle plus the value of any salvage exceeds the; <ul style="list-style-type: none"> (i) Market Value; or (ii) Wholesale Market Value; whichever is lesser; or (b) The Vehicle is stolen and not recovered within a reasonable period of time as determined by Us.
Wholesale Market Value	The amount it would cost You to buy a Vehicle of the same age, condition, model and make as the Vehicle, after deducting any trade or factory discounts available to You.
Vehicle	Any mechanically propelled vehicle designed for use on land only, including a motor car, motorcycle, goods carrying vehicle, trailer, caravan, mobile plant and equipment, self-propelled agricultural machine, or other vehicle specified in the Schedule and their accessories.
Specified Vehicles	Any Vehicle owned by and registered in Your name and specified in the Schedule.

General Definitions (continued)

Words	Meaning
Software	Programs, procedures, and routines associated with the operation of electronic or electromechanical data processing or electronically controlled equipment, including any operating system.
Undeclared Regular Driver	An employee or family member who uses an insured Vehicle for private purposes on a regular basis, and who was not declared to Us, as a regular driver by you.
Unspecified Vehicles	Any Vehicle which: (a) is held for sale by You, including Vehicles held under consignment for the purposes of sale, exchange or disposal where permitted by law; or (b) belongs to you or is in your care, custody or control but excluding any Customers' Vehicle.
Customers' Vehicle	Any Vehicle belonging to a customer of you and entrusted to you for repair, servicing, refuelling, maintenance, alteration, inspection, valuation, testing, cleaning, painting, storage or delivery.
We, we, Us, us, Our, our	CGU Insurance Limited ABN 27 004 478 371.
You, you, Your, your, Insured	The person(s) or entity named in the Schedule as the Insured.

Section 1 - Defined Events

If your Schedule indicates that you have taken out insurance for:

- ◆ Specified Vehicles;
- ◆ Unspecified Vehicles; or
- ◆ Customers' Vehicles.

We insure you for loss, destruction or damage occurring during the Period of Insurance, within the Commonwealth of Australia, and caused by the Defined Events listed below.

Defined Event we will pay for	We will not pay (Refer also to the General Exclusions in Section 6) we will pay for
(1) Loss destruction or damage to Vehicles caused by accident, fire or theft	<p>We will not pay for loss or damage caused by or arising out of:</p> <ul style="list-style-type: none"> (a) Gradual deterioration or depreciation. (b) Wear and tear, rust or corrosion. (c) Structural, mechanical, or electrical breakdown or failure. (d) The tyres of the Vehicle being damaged by the application of brakes, or by road punctures, cuts or bursts. (e) Loss of use of the Vehicle. (f) Loss by theft or attempted theft of the Vehicle whilst away from the situation: <ul style="list-style-type: none"> (i) when it is being used for demonstration evaluation or testing unless the Insured or an officer or employee accompanies the prospective buyers, and a copy of the prospective buyer's drivers licence is obtained; or (ii) if the theft involved the use of its own key and the key was left in or on the Vehicle; or (iii) by false pretence or by fraudulent conversion; or (iv) by any person to whom the insured has entrusted the Vehicle for any purpose. (g) Towing or transportation of any Customers' Vehicles.
(2) The incurring of a legal liability to pay compensation or damages for property damage or personal injury	<ul style="list-style-type: none"> (a) We will not pay for any liability caused by, arising out of, or in connection with: <ul style="list-style-type: none"> (i) Any contract, warranty, or agreement unless such liability would have attached to you without the contract, warranty, or agreement; (ii) The use of any unregistered or unlicensed vehicle owned by you or in your custody or control; (iii) The use of the Vehicle as a tool of trade; (iv) The commercial transportation of hazardous goods, except as provided in Section 3.(2)(9). (b) We will not pay for any liability: <ul style="list-style-type: none"> (i) To any member of Your family or to any person ordinarily residing with You or with whom You ordinarily reside. (ii) In respect of which You are, or any other person is, required by law to have in force at the time such liability is incurred, a policy of insurance. (iii) In respect of which insurance is required by virtue of any statutory workers' compensation scheme. (iv) For removal of debris except as provided in Section 3.(2)(8). (c) We will not pay for: <ul style="list-style-type: none"> (i) Property belonging to You or in Your custody or control. (ii) Fines or penalties. (iii) Punitive, exemplary, or aggravated damages.

Section 2 - Settlement

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

	Settlement Basis
(1) Repair	<p>(i) We will either repair or replace the Vehicle, or at our option, make a cash payment equivalent to the cost of repairing or replacing the Vehicle; or</p> <p>(ii) If we elect to repair the Vehicle:</p> <p>(A) you can suggest a repairer, or you can contact us to suggest one for you. If we do not accept your choice of repairer, you must still co-operate with us to select another repairer that you and we can mutually agree upon.</p> <p>(B) we may use reusable parts or parts not manufactured by a supplier to the original manufacturer of the Vehicle, which:</p> <p>(I) are consistent with the age and condition of the Vehicle;</p> <p>(II) do not affect the safety or the structural integrity of the Vehicle;</p> <p>(III) comply with the Vehicle manufacturer's specifications and applicable Australian Design Rules;</p> <p>(IV) do not adversely affect the post repair appearance of the Vehicle; and</p> <p>(V) do not void or affect the warranty provided by the Vehicle manufacturer; and</p> <p>(C) we may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs.</p> <p>(iii) If the Vehicle is repaired to a better condition than it was before the loss, destruction, or damage, you may be required to contribute to the cost of the repairs and your contribution will be based on the increased value of the Vehicle.</p>
(2) Cost of parts	<p>We will not pay for the cost of:</p> <p>(i) Spare parts (whether available within the Commonwealth of Australia or not) in excess of manufacturer's last issued catalogue or price list for use in the Commonwealth of Australia.</p> <p>(ii) Air freight of parts.</p> <p>(iii) Fabrication of parts</p>
(3) Total Loss	<p>When We have settled a claim as a Total Loss:</p> <p>(i) the wreckage becomes Our property;</p> <p>(ii) any proceeds of any salvage sale becomes Ours;</p> <p>(iii) we will be entitled to the unexpired portion of the registration and any statutory insurance; and</p> <p>(iv) the insurance on the specified Vehicle terminates and no refund of Premium applies</p>
(4) Our limit of liability Section 1 Defined event 1	<p>Our liability is limited to the lesser of the:</p> <p>(i) Sum Insured; or</p> <p>(ii) Market Value; or</p> <p>(iii) Wholesale Market Value</p> <p>of the Vehicle at the time of loss, destruction, or damage, less the stated Excess.</p> <p>We will not apply (iii) if the Vehicle is a Customer's Vehicle, or if the Insured is not a licenced motor dealer or a person engaged in buying or selling Vehicles as part of the insured Business.</p> <p>We will not pay more than the Wholesale Market Value if you are a licenced motor dealer or a person engaged in buying or selling Vehicles as part of the insured Business.</p>
(5) Excess	<p>You are liable for the Excess or Excesses specified in the Schedule. Each Excess applies to each insured Vehicle in respect of each and every event giving rise to a claim.</p> <p>We will not apply an Excess if you are involved in an accident and:</p> <p>(i) In our opinion the accident was not Your fault; and</p> <p>(ii) You can provide Us with the name and current address of the person who caused the accident.</p>

Section 2 - Settlement (continued)

	Settlement Basis
(6) New Vehicle	<p>If a Specified Vehicle is:</p> <ul style="list-style-type: none"> (i) a sedan, station wagon, van, or utility with a carrying capacity of less than 2 tonnes; and (ii) less than 12 months old from original registration; and (iii) has travelled less than 20,000 kilometres; and (iv) a Total Loss; <p>We may choose to replace Your Vehicle with a brand new Vehicle of a similar make and model including its Accessories, subject to local availability.</p> <p>We will not pay more than the Wholesale Market Value if you are a licenced motor dealer or a person engaged in buying or selling Vehicles as part of the insured Business.</p>
(7) Towing	<p>Following loss, destruction, or damage We will pay, in addition to the Sum Insured, the reasonable cost of protection and removal of the Vehicle to the repairer of Our choice, or place of safety We authorise.</p>
(8) Goods and services tax	<p>Where We make a payment under this policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made.</p> <p>Where We make a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment applied to acquire such goods, services or other supply.</p>

(2) If you have a valid claim for the incurring of a legal liability under this policy, **We will pay** for the liability incurred on the basis set out below.

	Settlement Basis
(1) Our limit of liability	<p>We will pay up to a total of \$30,000,000 or the amount specified in the Schedule:</p> <ul style="list-style-type: none"> (i) in relation to any one accident or series of accidents arising out of the one event; and (ii) Your legal costs and expenses incurred with Our written consent or recoverable from You by a claimant; less any stated Excess.

Section 3 - Additional Benefits

(1) If You are insured for loss, destruction or damage to the Vehicle under Section 1(1), We will extend your insurance to include the following Additional Benefits. These benefits do **not** extend the sum insured unless stated.

Additional Benefits	Limits to Additional Benefits
(1) Taxi fare	We will pay up to \$50 in addition to the Sum Insured, for the cost of a taxi fare paid by You for transport from the scene of the accident where the Vehicle is damaged and requires towing, provided that You: <ul style="list-style-type: none"> (i) provide Us with a receipt; and (ii) have a valid claim under Section 1(1).
(2) Return of the Vehicle	Where the Vehicle is stolen and then recovered, We will pay the necessary costs involved in having the Vehicle returned to the place it is normally garaged.
(3) Use of trailers	We will pay up to \$500 in addition to the Sum Insured, for loss, destruction, or damage to any two or four-wheeled trailer, other than a caravan, while it is attached to the Vehicle.
(4) No claim bonus	You will not lose the no claim bonus applicable to a Specified Vehicle, if the Vehicle is involved in an accident where: <ul style="list-style-type: none"> (i) In Our opinion the accident was not Your fault; and (ii) You can provide Us with the name and current address of the person who caused the accident.
(5) Personal Effects	(i) We will pay up to \$500 in addition to the Sum Insured, for loss, destruction, or damage to Personal Effects belonging to You or Your employees, if lost, destroyed, or damaged in an accident involving the Vehicle.
(6) Death benefit - Specified Vehicles	(i) We will pay you \$5,000 in addition to the Sum Insured in the event of the death of the driver of the Specified Vehicle: <ul style="list-style-type: none"> (i) is a Specified Vehicle; and (ii) has a carrying capacity of less than 2 tonnes; and (iii) is receiving our maximum no claim bonus discount.
(7) Front windscreen - Specified Vehicles	You are entitled to make one Excess free claim for the replacement or repair of the front windscreen damaged in an accident, each Period of Insurance without losing the no claim bonus applicable to the Vehicle if the Vehicle: <ul style="list-style-type: none"> (i) is a Specified Vehicle; and (ii) has a carrying capacity of less than 2 tonnes; and (iii) is receiving our maximum no claim bonus discount.
(8) Transit	We will pay for loss, destruction, or damage to any Specified or Unspecified Vehicle whilst in transit by road, rail, sea or air between places within the Commonwealth of Australia or whilst being loaded before or unloaded after such transit. <p>We will pay up to the amount specified in the Schedule for transit or \$300,000, whichever is the lesser, in respect of any one event.</p>
(9) Repair Guarantee	We guarantee workmanship of the repairs authorised by us. This guarantee is for the life of your vehicle and is in addition to your statutory rights against the repairer and warranties that you have from the repairer directly. <p>Wear and tear is not covered by this guarantee.</p> <p>We will arrange for repairs authorised by us to be rectified at no cost to you if we agree that the repairs are defective. Before we can arrange for the repairs to be rectified, you must allow us to inspect the vehicle.</p>

Section 3 - Additional Benefits (continued)

(2) If You are insured for legal liability under Section 1(2), We will extend Your insurance to include the following Additional Benefits. These benefits do **not** extend the indemnity limit unless specified.

Additional Benefits	Limits to Additional Benefits
(1) Substitute Specified Motor Vehicle	<p>We will pay for liability arising from the use of a substitute Vehicle, provided that:</p> <ul style="list-style-type: none"> (i) the substitute Vehicle is used because Your Specified Vehicle is being repaired or serviced as a result of damage, or mechanical or electrical breakdown or failure; (ii) the substitute Vehicle must not be owned by You but must be in Your custody or control; (iii) there must be no other insurance policy which provides cover for the same liability; and (iv) not more than one substitute Vehicle may be used at any one time in respect of the Vehicle.
(2) Use of trailer	<p>We will pay for liability arising from any trailer or caravan while it is:</p> <ul style="list-style-type: none"> (i) attached to the insured Vehicle; or (ii) accidentally detached from the insured Vehicle while in motion.
(3) Indemnity for your employer or principal	<p>We will pay all sums for which Your employer, principal, or partner, becomes legally liable to pay as Your employer, principal, or partner, in respect of personal injury or property damage caused by, or arising out of, the use of the Specified Vehicle.</p>
(4) Employees using own motor Vehicle	<ul style="list-style-type: none"> (i) We will pay for Your liability arising out of Your employees using their own motor Vehicle whilst engaged in your Business. (ii) We will not pay if your employees are entitled to cover under their own Vehicle insurance.
(5) Uninsured motorist Specified Vehicles	<p>If You have selected cover for Optional Limitations (1) Fire, theft and third party, or (2) Third party property damage only, We will pay up to \$5,000, where a Specified Vehicle is damaged in an accident with an uninsured Vehicle provided that:</p> <ul style="list-style-type: none"> (i) You can provide Us with the name and current address of the person who caused the accident; (ii) in Our opinion the accident was not Your fault; (iii) the damage to the Vehicle is not otherwise insured under this, or any other policy of insurance; (iv) the other Vehicle was not owned by You, or registered in Your name or the name of any other person with whom You ordinarily reside or who ordinarily resides with You; and (v) You agree not to take any separate action against the other driver without Our consent.
(6) Persons insured	<p>We will treat as though he or she were You, any person who:</p> <ul style="list-style-type: none"> (i) with Your consent was driving, using, or in charge of Your Vehicle at the time of the accident, provided that he or she: <ul style="list-style-type: none"> (A) is not entitled to cover under any other insurance policy: and (B) has not been refused motor vehicle insurance by any insurer; or (ii) at the time of the accident was an authorised passenger in Your Vehicle.
(7) Legal liability for death or bodily injury – Gap Cover	<p>We will indemnify You and any of Your officers or employees for:</p> <ul style="list-style-type: none"> (i) legal liability for the death of, or bodily injury to, any person; and (ii) legal liability to any transport accident scheme insurer in connection with the death of or bodily injury to, any person. <p>We will not pay under Section 3 (2) (7)</p> <ul style="list-style-type: none"> (iii) any amount that exceeds the limit of liability specified in Section 2 (2) (1) in respect to any one event. (iv) if there has been a failure to register the insured Vehicle or otherwise comply with the requirements of a transport accident scheme and You knew or ought reasonably to have known of such failure. (v) if the Vehicle was being used on any race track or testing ground. (vi) for the death or bodily injury to any person employed by, or deemed by any legislation in respect of work related accident compensation to be employed by or working for You. (vii) any fines, penalties punitive or exemplary damages. <p>Cover under this benefit 3 (2) (7) shall only apply in excess of any other contract required to be effected by or under state law applicable in the state in which the vehicle was registered or required to be registered.</p>

Section 3 - Additional Benefits (continued)

Additional Benefits	Limits to Additional Benefits
(8) Removal of debris	<p>We will pay up to \$5,000, in addition to the limit of liability, for the cost of removal and disposal of any debris resulting from:</p> <ul style="list-style-type: none"> (i) goods falling from the Vehicle; or (ii) the spillage, escape, or explosion of goods being carried by the Vehicle.
(9) Hazardous goods	<p>We will pay up to \$25,000 for all claims arising out of any accident involving the commercial transportation of:</p> <ul style="list-style-type: none"> (i) any substances which form explosive mixtures with organic and other readily oxidisable materials; or (ii) petroleum products, toxic chemicals, corrosive acids, inflammable liquids, gases, explosives, or inflammable substances having a closed cup flashpoint below 22.7 celsius; provided that the transportation complies with The Australian Code for the Transport of Dangerous Goods by Road and Rail.

(3) If You are insured under this policy, We will extend your insurance to include the following Additional Benefits. These benefits do **not** extend the sum insured unless stated.

Additional Benefits	Limits to Additional Benefits
(1) Cross liability	<p>Where the definition of 'You' 'or' 'Your' comprise more than one party, if one party causes personal injury or property damage and thereby becomes legally liable to one or more of the other parties, we will provide cover to the party which has caused the personal injury or property damage but:</p> <ul style="list-style-type: none"> (i) Our limit of liability under Section 2 (2) (1) is not increased by this additional benefit; and (ii) this additional benefit is always subject to the operation of the joint insureds provision in Section 7(4).
(2) Replacement of Specified Vehicles	<ul style="list-style-type: none"> (i) If You have selected to insure Specified Vehicles, We will insure any additional Specified Vehicle purchased or leased by You to replace a Specified Vehicle on the same terms as the replaced Specified Vehicle for up to: <ul style="list-style-type: none"> (A) \$100,000; or (B) the Vehicle's current Market Value; or (C) the Wholesale Market Value if You are a licenced motor dealer, or a person engaged in buying or selling Vehicles as part of the insured Business of trading Vehicles. <p>whichever is the lesser.</p> (ii) You must: <ul style="list-style-type: none"> (A) notify Us within 14 days of the date of such purchase, lease, hire, or sale; and (B) pay any additional Premium requested by Us. (iii) We will allow a Premium adjustment for any Specified Vehicle sold or disposed of during the Period of Insurance.

Section 4 - Variations and Extensions

If You are insured under Section 1 (1), the Variations and Extensions as indicated below will only apply if selected by You and specified in the Schedule.

	Details of Cover
(1) Towing or transportation cover	<p>We will pay for any Customers' Vehicles being:</p> <ul style="list-style-type: none"> (a) towed by; or (b) carried by; or (c) loaded onto; or (d) unloaded from a Specified Vehicle owned by You and under Your control or the control of Your employees, provided that You and Your employees: <ul style="list-style-type: none"> (i) comply with the law of any state or territory in respect of the towing, carrying or transportation of Vehicles; and (ii) comply with the Vehicle manufacturer's documented towing or carrying instructions applying to the Vehicle being towed or carried. <p>We will not pay any amount that exceeds \$250,000 in respect to any one event.</p>
(2) Towing or transportation cover (liability only)	<p>We will pay for any legal liability to any Customers' Vehicles being:</p> <ul style="list-style-type: none"> (a) towed by; or (b) carried by; or (c) loaded onto; or (d) unloaded from a Specified Vehicle owned by You and under Your control or the control of Your employees, provided that You and Your employees: <ul style="list-style-type: none"> (i) comply with the law of any state or territory in respect of the towing, carrying transportation of Vehicles; and (ii) comply with the Vehicle manufacturer's documented towing or carrying instructions applying to the Vehicle being towed or carried. <p>We will not pay any amount that exceeds \$250,000 or the amount specified in the Schedule in respect to any one event.</p>
(3) Windscreen and window glass Specified Vehicles	<ul style="list-style-type: none"> (a) We will pay for broken windscreen glass or window glass, without the loss of the no claim bonus applicable to the Specified Vehicle. (b) We will not apply any Excess for a claim for broken windscreen glass or window glass only.
(4) Malicious damage to Unspecified Vehicles and Customers' Vehicles	<p>We will pay up to the amount specified in the Schedule for damage sustained to any Unspecified Vehicle and or Customers' Vehicle whilst at the situation as a result of malicious damage.</p>
(5) Hail damage to Unspecified Vehicles	<p>We will pay up to the amount specified in the Schedule for any one event, any one Period of Insurance, for loss, destruction or damage sustained to any Unspecified Vehicle whilst at the situation as a result of hail, limited to the cost of repair without filling, beating or painting.</p> <p>We will pay the cost of repairing the damage to the Vehicle, and excluding any damage to trims or accessories of the Vehicle.</p> <p>Provided that if in Our opinion, the damage to the Vehicle cannot be repaired adequately without filling, beating or painting, We will pay the cost of repairing the damage to the Vehicle by using such method as in Our opinion will enable the damage to be repaired adequately.</p> <p>If any trim or accessory of the Vehicle has been damaged, and provided that the Vehicle is a new Vehicle We will pay the lesser of:</p> <ul style="list-style-type: none"> (a) the cost of replacing the trim or accessory; or (b) \$250. <p>If in Our opinion the damage to the Vehicle cannot be repaired economically, We will pay You the Wholesale Market Value of the Vehicle.</p>

Section 4 - Variations and Extensions (continued)

	Details of Cover
(6) Depreciated Vehicle allowance for Hail Damage to Unspecified Vehicles	<p>We will pay up to the amount specified in the Schedule for a reduction in the Wholesale Market Value of an Unspecified Vehicle consequent upon hail damage, in the manner specified in clause (a) and (b) of this variation and extension.</p> <p>(a) if the Vehicle is a new Vehicle, we will pay 5% of the Wholesale Market Value.</p> <p>(b) if the Vehicle is a used Vehicle, we will pay 2.5% of the Wholesale Market Value.</p> <p>This variation and extension shall not apply to any caravan.</p> <p>We will not pay unless We are liable to make a payment under Section 4(5) Hail damage to Unspecified Vehicles.</p>
(7) Advertising costs – Hail Damage to Unspecified Vehicles	<p>We will pay for costs incurred by you to advertise the sale of any Unspecified Vehicle consequent upon damage sustained to any Unspecified Vehicle whilst at the Situation as a result of hail, provided that:</p> <p>(a) We have given prior written approval to the incurring of such costs.</p> <p>(b) Our limit of liability for all payments shall be \$10,000 in respect of any one event and \$20,000 during any one Period of Insurance.</p> <p>We will not pay unless We are liable to make a payment under Section 4(5) Hail damage to Unspecified Vehicles</p>
(8) Flood damage to Unspecified Vehicles	<p>We will pay up to the amount specified in the Schedule for damage sustained to any Unspecified Vehicle whilst at the Situation as a result of Flood.</p> <p>We will not pay any amount that exceeds the amount specified in the Schedule in respect of any one event or in any one Period of Insurance for Flood damage to Unspecified Vehicles.</p>

Section 5 - Optional Limitations

If specified in the Schedule, cover under Section 1 – Defined Event 1 is limited to:

(1) Fire, theft and third party	We will pay for loss, destruction or damage arising from fire or theft to Your insured Vehicle and Your legal liability to pay compensation for damage to property, death or bodily injury.
(2) Third party property damage only	We will pay for Your legal liability to pay compensation for damage to property, death or bodily injury.

Section 6 - General Exclusions

We do not insure You under this policy for the following circumstances:

	Excluded Circumstances
(1) Alcohol or drugs	<p>We will not pay for loss, destruction, or damage, or the incurring of a liability at a time when the Vehicle is being driven by, or is in the charge of, any person:</p> <ul style="list-style-type: none"> (a) under the influence of any drug or intoxicating liquor; (b) who is subsequently convicted of or issued with an infringement notice for driving under the influence of alcohol, drugs, or alcohol and drugs; (c) who is subsequently convicted of or issued with an infringement notice for driving while the percentage of alcohol in the blood exceeds that permitted by the law of any state or territory ;or (d) who is subsequently convicted of or issued with an infringement notice for refusing to provide or allow the taking of a sample of breath, blood, or urine for preliminary testing or for analysis as required by the law of any state or territory for the purpose of ascertaining the percentage of alcohol or drugs in the blood. <p>We will pay if a person other than You was driving or was in charge of the Vehicle, and you prove that you did not know, and could not reasonably have known, that the other person was so affected.</p>
(2) Unroadworthy	<p>We will not pay for loss, destruction, or damage or the incurring of a liability caused directly or indirectly by the unroadworthy or unsafe condition of the Vehicle, being a condition that was known to You, or should reasonably have been known to You, at the time of the occurrence of the loss, destruction, or damage or the incurring of the liability.</p>
(3) Intentional act	<p>We will not pay for loss, destruction, or damage, intentionally caused by, or a liability intentionally incurred by, You or a person acting with Your express or implied consent.</p>
(4) Deliberate exposure	<p>We will not pay for loss, destruction, or damage or the incurring of a liability as a result of:</p> <ul style="list-style-type: none"> (a) a deliberate exposure to exceptional danger; or (b) any wilful or reckless acts while You are, or any other person with Your express or implied consent is, driving or in charge of the Vehicle.
(5) Unlawful or illegal purpose	<p>We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is being used for an unlawful or illegal purpose, by You or by a person with Your express or implied consent.</p>
(6) Speed tests	<p>We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is being used in, or tested in preparation for racing, pacemaking, a reliability, navigational, or similar trial, or a speed, hill-climbing, or similar test, by You, or by some other person with Your express or implied consent.</p>
(7) Race track or testing ground	<p>We will not pay for any loss, destruction, or damage or the incurring of a liability caused by the use of an insured Vehicle on a racetrack or testing ground.</p>
(8) Carrying, lifting, or towing capacity	<ul style="list-style-type: none"> (a) We will not pay for loss, destruction, or damage or the incurring of a liability as a result of the Vehicle, carrying, lifting, or towing a load greater than the designed carrying, lifting, or towing capacity of the Vehicle. (b) In the case of some person other than You driving or being in charge of the Vehicle, Your cover under this policy will not be prejudiced if You prove that You did not know, and could not reasonably have known, that the Vehicle was carrying, lifting, or towing a load greater than the designed carrying capacity of the Vehicle.
(9) Hire Vehicle	<p>We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is being used in the course of the Business of carrying passengers for hire or reward, or let on hire by You as lessor. Except or unless where the Vehicle is specified as a loan Vehicle.</p>
(10) Unlicensed driver	<ul style="list-style-type: none"> (a) We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when You are, or any person with Your express or implied consent is, driving the Vehicle and is not authorised to drive the vehicle under the law in force in the state or territory in which the Vehicle is being driven. (b) In the case of some person other than You driving or being in charge of the Vehicle, Your cover under this policy will not be prejudiced if You prove that You did not know, and could not reasonably have known, at the time when the consent was given or implied, that person was not so authorised.
(11) Liquid petroleum	<p>We will not pay for any loss, destruction or damage directly or the incurring of a liability as a result or the use of liquid petroleum gas (LPG) as a source of fuel, unless there has been strict compliance with all relevant statutes and regulations with respect to such use.</p>
(12) Unspecified Vehicles	<p>We will not pay for loss, destruction or damage to Unspecified Vehicles caused by or arising from fire, lightning, earthquake, explosion, theft, hail, Flood or malicious damage whilst at the situation.</p>

Section 6 - General Exclusions (continued)

	Excluded Circumstances
(13) Experiment, test, trial or off road demonstration	We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is being used in connection with an experiment, test, trial, or off road demonstration.
(14) Reasonable care after accident	We will not pay for loss, destruction, or damage occurring as a result of You failing to take steps that are, in the circumstances, reasonable for the security of the Vehicle after loss, destruction, or damage to the Vehicle.
(15) Seizure or confiscation	We will not pay for loss, destruction, or damage or the incurring of a liability as a result of lawful seizure, confiscation, nationalisation, or requisition of the Vehicle.
(16) Warlike activities or nuclear material, terrorism	<p>We will not pay for loss, destruction, damage, or the incurring of a liability directly or indirectly caused by, or contributed to, or in consequence of:</p> <ul style="list-style-type: none"> (a) war or warlike activities, which includes invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or seized power. (b) radioactivity, or from the use, existence or escape of nuclear fuel, material or waste, or the action of nuclear fission. (c) terrorism; being an act, which may include but is not limited to an act involving the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or ethnic or similar purposes or reasons, including the intention to influence any government and/ or to put the public, or any section of the public, in fear.
(17) Fraudulent claims	We will not pay if You, or anyone acting on Your behalf or with Your knowledge or connivance, makes a claim knowing or reasonably suspecting the same to be false or fraudulent. Making a fraudulent claim is a criminal offence. We may report to the police any person who lodges a fraudulent claim.
(18) Customers' Vehicles	<ul style="list-style-type: none"> (a) We will not pay for any loss, destruction or damage to Customers' Vehicles caused by or arising from fire, lightning, earthquake, explosion or theft whilst at the situation. (b) We will not pay for any loss, destruction or damage to Customers' Vehicles caused by or arising from hail or Flood. (c) We will not pay for any loss, destruction or damage or legal liability to Customers' Vehicles towed by, carried by, loaded onto, unloaded from any conveyance.
(19) Unspecified Vehicles located away from Your Premises	We will not pay for any loss, damage or destruction to Unspecified Vehicles at any locations that are occupied by You, or under Your control for Business purposes.
(20) Year 2000 date failure	<p>We will not pay for loss, destruction, damage, or the incurring of a liability directly or indirectly caused by, or contributed to failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly, or to process correctly, any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date.</p> <p>However, this exclusion (20) will not apply to any claim for subsequent loss or, destruction of, or damage to, a Vehicle or other property, sustained in a collision or caused by fire or theft.</p>
(21) Electronic Data and Software	<p>We will not pay for loss, damage, destruction, or the incurring of a liability which consists of or arises out directly out of or in connection with:</p> <ul style="list-style-type: none"> (i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data and/or Software, (ii) error in creating, amending, entering, deleting or using Electronic Data and/or Software, or (iii) total or partial inability or failure to receive, send, access or use Electronic Data and/or Software for any time or at all, <p>from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.</p>

Section 6 - General Exclusions (continued)

	Excluded Circumstances
	<p>However, for all sections of the policy or policies except those dealing specifically with public liability and/or products liability and/or machinery, in the event that a peril listed below (being a peril insured by this policy but for this exclusion (21)) is caused by any of the matters described in 21(i) to 21 (iii) above, this Policy, subject to all its provisions, will insure:</p> <p>(a) physical loss of or damage or destruction to property insured directly caused by such listed peril and/or,</p> <p>(b) consequential loss insured by this policy.</p> <p>Further, this exclusion (21) does not apply in the event that a peril listed below (being a peril insured by this policy but for this exclusion (21)) causes any of the matters described in 21 (i) to 21 (iii) above - fire, lightning, thunderbolt, aircraft or other aerial devices or articles dropped therefrom, earthquake, subterranean fire, volcanic eruption, storm, tempest, rainwater, snow, sleet, wind, hail, water, liquids or substances discharged, overflowing or leaking from fixed apparatus, fixed appliances, fixed pipes or other systems, riots, civil commotions, strikes or locked out workers or persons taking part in labour disturbances, explosion, impact by Vehicles, animals or trees or branches of trees, communication masts, towers, antennae, satellite dishes, watercraft, meteorites, or theft of Electronic Data and/or Software solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data and/or Software.</p> <p>However, this exclusion (21) does not apply to any section of the policy dealing specifically with glass.</p>

Section 7 - General Conditions

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

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

Section 7 - General Conditions (continued)

	General Conditions
(6) Other interests	<p>(a) This policy does not provide insurance in respect of the interest of any person or organisation not named in the Schedule, irrespective of the Sum Insured.</p> <p>(b) Your interest in this policy may not be transferred without Our prior written consent.</p> <p>(c) If any financier is named on the Schedule as having an interest in the Vehicle and We elect to settle Your claim by cash payment, We reserve the right to pay all or part of the proceeds to the financier.</p> <p>(d) Any payment to the financier will satisfy Our obligations to You under this policy for the amount paid.</p>
(7) Rights of conduct and recovery	<p>(a) We are entitled to use Your name in any proceedings to enforce for Our benefit any rights, remedies, or orders in respect of any claim for:</p> <ul style="list-style-type: none"> (i) injury; (ii) damage to the property; or (iii) costs or otherwise; and <p>We have the right of subrogation in respect of all rights which You may have against any person, company, or other body who may be legally liable to You or otherwise in respect of any such claim.</p> <p>(b) Any claimant under this policy must, at Our request and expense give information and assistance as may reasonably be required for enforcing any rights, remedies, obtaining relief, or indemnity from other parties to which We may be entitled or subrogated upon payment of any claim under this policy.</p>
(8) Cancellation	<p>This policy may be cancelled by:</p> <p>(a) You at any time notifying Us in writing, in which case:</p> <ul style="list-style-type: none"> (i) cancellation takes place when We receive the notice; (ii) We will retain, or be entitled to, Premium for the period during which the policy has been in force based on Our normal short period rates unless you have made a claim. <p>(b) Us on any grounds set out in the Insurance Contracts Act 1984, by giving You notice in writing, in which case:</p> <ul style="list-style-type: none"> (i) cancellation takes place at the time You enter into another contract of insurance intended to replace this policy, or at 4.00pm on the 30th day after delivery of the notice to You, whichever is earlier; and (ii) Unless you have made a claim We will refund the Premium paid for the unexpired Period of Insurance. You must supply Us with such particulars as We may require for the adjustment of the Premium following any cancellation.
(9) Paying by instalments	<p>(a) If You are paying Us by instalments for Your insurance, and one instalment of Premium remains unpaid for 14 days, We may refuse to pay a claim altogether.</p> <p>(b) If one instalment of the Premium is unpaid for one month, We may give you written notice of cancellation and then cancel the policy.</p> <p>(c) If a claim requires the Sum Insured or limit of liability to be paid in total under this policy, then the balance of the Premium relating to this policy for the full Period of Insurance will be deducted from the amount of the claim settlement.</p>
(10) Premium adjustment	<p>If Your Premium is calculated on the number and/or types of Vehicles, number of drivers using insured Vehicles, You must declare to Us in writing any change to the number of Specified Vehicles and the number of regular drivers within fourteen days of any change to the Vehicles or drivers occurring. If the number and/or type of Vehicles or drivers has changed since the beginning of the Period of Insurance, the Premium will be adjusted on a pro-rata basis in accordance with our rates.</p>
(11) Excess	<p>The Excesses as stated in the Schedule applies to each insured Vehicle in respect of each and every event giving rise to a claim. You must pay the total of all the following Excesses, which may be applicable to this policy:</p> <ul style="list-style-type: none"> (a) the basic Excess; (b) any voluntary Excess; (c) any age Excess (d) Undeclared Regular Driver Excess; and (e) any other Excess specified on the Schedule of Insurance.
(12) Disputes	<p>All disputes arising out of, or under this policy, will be subject to determination by any court of competent jurisdiction within the Commonwealth of Australia.</p>

Our service commitment

CGU Insurance is proud of its service standards and supports the General Insurance Code of Practice. In an unlikely event that you are not satisfied with the way in which we have dealt with you, as part of our commitment to customer service, we have an internal dispute resolution process in place to deal with any complaint you may have.

Please contact your nearest CGU Insurance office if you have a complaint, including if you are not satisfied with any of the following:

- ◆ one of our products;
- ◆ our service;
- ◆ the service of our authorised representatives, loss adjusters or investigators; or
- ◆ our decision on your claim.

Our staff will help you in any way they can. If they are unable to satisfy your concerns, they will refer the matter to their supervisor or manager. If the manager cannot resolve the matter, the manager will escalate the matter to our Internal Dispute Resolution Department.

Brochures outlining our internal dispute resolution process are available from your nearest CGU Insurance office.

Website: www.cgu.com.au

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Insurer
CGU Insurance Limited
ABN 27 004 478 371
AFS Licence No. 238291