

S U R A AUSTRALIAN BUS AND COACH



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ABOUT THIS PRODUCT DISCLOSURE STATEMENT

INTRODUCTION

This booklet is a product disclosure statement and contains two separate parts:

Part One: Important Information

Part Two: Policy Terms and Conditions

Please read Parts One and Two of this PDS carefully.

DEFINED TERMS

Some key words and terms Used in this PDS have a special meaning (Defined Terms). These defined terms will appear with capital letters. These defined terms are listed on page 14 of Part Two: Policy Terms and Conditions.

PART ONE: IMPORTANT INFORMATION

Part One of this PDS contains Important Information about your Policy and is designed to assist You to make informed choices about Your insurance needs. It gives a summary of some significant benefits and risks associated with this Policy (You need to refer to Part Two: Policy Terms and Conditions for full details).

Part One of the PDS also contains information about costs, Our dispute resolution system, Your cooling off rights and other relevant information, including other rights, terms, conditions and obligations attaching to this Policy.

PART TWO: POLICY TERMS AND CONDITIONS

Part Two of this PDS contains the standard Policy terms and conditions of this insurance which will form part of the terms of your contract with us if the Policy is issued.

If We issue You with a Policy, You will be given a Policy Schedule. The Policy Schedule sets out certain additional terms applicable to Your Policy, and also lists the Insured Vehicles covered under the Policy under the Insured Vehicle Listing that forms part of the Policy Schedule. The Policy Schedule must be read together with Part Two Policy Terms and Conditions of this PDS and any other documents we agree with you will form part of Your Policy that we issue to You.

Where we agree documents other than this PDS and the Policy Schedule will form part of the Policy, any such documents will be dated and will include a statement identifying them as part of the Policy or PDS.

If any major omissions, updates or corrections need to be made to the PDS and Policy, a supplementary PDS and Policy may be provided. In either case the relevant document will be provided to You with the PDS and Policy.

The Part Two: Policy Terms and Conditions, the Policy Schedule and any other documents we agree with you will form part of Your Policy, We send to You are evidence of Your legal contract with Us so please keep them in a safe and convenient place for future reference.

If You require further information about the Policy, please contact Your nominated agent in the first instance or ask Us.

The address and telephone number of SURA Australian Bus and Coach is on Your Policy Schedule.

You should keep this PDS and Policy Schedule and any other documents we agree with you will form part of Your Policy that we issue to You, together in a safe and convenient place for future reference.

ABOUT SURA AUSTRALIAN BUS AND COACH

SURA Australian Bus and Coach (ABC) is a Trading Name of SURA Pty Ltd ABN 36 115 672 350, AFSL 294313. SURA Australian Bus and Coach has developed this Bus Proprietor's Motor Vehicle Insurance Policy which is underwritten by the insurers referred to below.

SURA Pty Ltd has an authority from the insurers to arrange, enter into, bind and administer this insurance for the Insurers. They will be acting as agent of the Insurers, not as Your agent.

If you require further information, please contact your nominated agent or SURA Australian Bus and Coach.

You should contact ABC in the first instance in relation to this insurance, including in respect of any matters relating to claims.

Our contact details are:

Level 14, 141 Walker Street
North Sydney NSW 2059
Telephone: 02 9930 9500

ABOUT THE INSURERS

This insurance is underwritten by QBE Insurance (Australia).

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

QBE's contact details are:

GPO Box 9972
Sydney, NSW 2001

You should contact ABC in the first instance in relation to this insurance, including in respect of any matters relating to claims.

PART ONE – IMPORTANT INFORMATION

SIGNIFICANT FEATURES AND BENEFITS

Features and benefits of this Policy depend on which Section(s) of cover in Part Two of the PDS You are issued with by Us.

Cover sections

There are two Sections of this Policy concerning your cover.

- a) Section One covers accidental loss of or damage to Your Insured Vehicle (including from theft or attempted theft); and
- b) Section Two covers Your liability to third parties for property damage and/or bodily injury caused by or arising from the use of Your Registered Insured Vehicle,

as detailed in and subject to the other applicable terms and conditions (including any exclusions, Excesses and limitations) of the Policy.

You can choose to insure Section One only, Section Two only or both Sections by making Your selections in the Application You give Us. We do not automatically insure You for any Section or Sections. You are only insured for the Section(s) that:

- i. You requested in Your Application for insurance; and
- ii. We have agreed to cover.

Your Policy Schedule, under the heading "Cover Sections Effected", will specify which Section(s) We have agreed to cover where listed as "Insured". Contact Us if those shown do not reflect what you thought you had been issued.

ADDITIONAL BENEFITS APPLICABLE TO SECTION ONE OF THIS POLICY

- Automatic additions and deletions of vehicle up to \$800,000 up to maximum 30 days.
- Cost of repatriating Your driver (more than 200km from point of departure).
- Emergency mitigation costs – authority to arrange for repair or replacement of Your Insured Vehicle's windscreen and/or windows or to arrange towing in case of emergency.
- Funeral expenses – up to \$10,000 for transportation and associated costs with the burial or cremation of Your driver.
- Replacement hire cost following loss or damage
 - o up to \$500 per day (max 20 days) for Bus or Coach.
- Lease, hire purchase or financial agreement payout in the event of Total Loss (additional \$30,000 or 20% of Total Loss Amount, whichever is the lesser).
- Locks and keys up to \$5,000.
- Maritime liability – contribution for general average.
- New Vehicle replacement in the event of Total Loss:
 - o of Bus, Coach or truck less than 12 months old;
 - o of other vehicles less than 24 months old.
- Non owned trailers – principal's trailers in Your control, whilst attached to Your Insured Vehicle, up to \$75,000 or Market Value, whichever is the lesser.
- Passenger's baggage up to \$1,000 per passenger but limited to \$20,000 for the Period of Insurance.
- Your or Your employee's personal property in a lost or damaged Insured Vehicle up to \$2,000 per Insured Vehicle.
- Recovery costs following theft.
- Redelivery of Your Insured Vehicle following repairs (repaired more than 200km from normal parked address).
- Removal of Insured Vehicle debris up to \$50,000.
- Sign writing – costs to repair or replace sign writing or fixed advertising forming part of Your Insured Vehicle.
- Substitute Vehicle used as a replacement for Your lost or damaged Insured Vehicle is automatically covered if You are contractually required to effect insurance to cover such substitute vehicle.
- Towing costs to the nearest repairer or place of safety, following an accident.

ADDITIONAL BENEFITS APPLICABLE TO SECTION TWO OF THIS POLICY

- Authorised drivers – cover includes any person not covered under any other insurance, whilst driving Your Insured Vehicle with Your permission.
- Automatic additions and deletions of vehicles up to 30 days.
- Conditional registration – unregistered vehicle with appropriate temporary or conditional permit or registration is covered as a Registered Insured Vehicle when used in full compliance.
- Dangerous Goods – extended to cover liability for accidental damage to property caused by transport of dangerous goods (except Class 7) in accordance with the requirements of the Australian code for the transport of Dangerous Goods by Road and Rail – Sub limit of \$1,000,000 any one event applies.
- Passengers' liability – covers liability to pay compensation in respect of accidental damage to property caused by any authorised passenger in or on or getting into or out of Your Insured Vehicle.
- Pollution clean-up costs – If there is no other indemnity available under this Policy, cover extended to include liability to clean up or pay clean-up costs following pollution or contamination of water, land or the atmosphere following an event covered under the Policy – Sub limit of \$1,000,000 any one event applies.
- Substitute Vehicle used as a replacement for Your lost or damaged Registered Insured Vehicle is covered.
- Supplemental bodily injury – cover extended to include liability to pay compensation for death or bodily injury to persons (other than You or Your Employee, any person driving Your Registered Insured Vehicle) occurring within Australia and arising out of the use of Your Registered Insured Vehicle. No cover applies to any Vehicle registered in Northern Territory and no cover applies to any liability covered under any statutory insurance scheme or accident compensation scheme (or would have been covered if the Vehicle was properly registered and You had applied for cover under the scheme).
- Your employer or principal's liability is covered but only for their liability due to or caused by use of Your Registered Insured Vehicle.
- Your liability, as principal, is covered in respect of any vehicle that is not Yours but only whilst it is in the charge of or is being driven by a person authorised to use such vehicle on Your behalf.

ADDITIONAL BENEFITS APPLICABLE TO SECTIONS ONE AND TWO OF THIS POLICY

- Breach of conditions – breach or non-compliance with any Policy condition without Your knowledge will not affect Your right under this Policy. But You must notify Us immediately of such breach or non-compliance.
- Car sharing – payment made by passengers, as part of car sharing, will not constitute conveyance of passengers for hire, fare or reward, as long as the total contribution received does not involve commercial use or profit.
- Waiver of subrogation – We agree not to seek recovery against anyone comprising You or named as the Insured.

OPTIONAL EXTENSION

You can also request Optional Extension 2.5.1 'Dangerous Goods' for Section Two of this Policy. Additional premium may be charged to provide cover under this Optional Extension.

If We accept Your request and agree to provide the cover granted by this Optional Extension, the Optional Extension Table in the Policy Schedule will specify this Optional Extension as "Operative" and specifying sub-limit and or Excess applying to the cover provided by this Optional Extension.

If this Optional Extension is not requested by You, or if We don't agree to provide cover, this Optional Extension will be shown as "Not Operative" in the Policy Schedule.

The scope of cover provided by this Optional Extension is more fully detailed in the Policy Terms and Conditions.

OPTIONAL EXTENSION APPLICABLE TO SECTION TWO OF THIS POLICY

- **Dangerous goods** – Increased Sub limit. You can request an increased sub limit (from the \$1,000,000 provided by the Additional Benefit 2.4.4)

THE POLICY DOES NOT COVER CERTAIN THINGS

Claims may be refused in certain circumstances, subject to and in accordance with relevant law. A brief summary of standard exclusions applying to this cover is described below. However, You must read the full details of exclusions applying to cover which are set out in Part Two of the PDS, the Policy Schedule and any other documents we agree with you will form part of the Policy. Some exclusions apply to the whole Policy and some apply only to Section One (Own Damage) or Section Two (Third Party Liability – applicable to Registered Insured Vehicles only) of this Policy.

This Policy does not cover any loss, damage or liability (including costs or expenses):

- if Your Insured Vehicle is being driven by or in charge of a person over the age of 80 years unless You have told us and We have noted them on the Policy Schedule.
- caused when You or any of Your partners or directors are evading or endeavouring or attempting to evade police.
- caused while Your Insured Vehicle is being used in any experiment or test or preparation for or involved in racing, speed testing, pace making, hill climbing or reliability trial, except for resale purposes on public roads.
- resulting from an intentional act by You or anyone acting with Your consent.
- if You carry a load or a number of passengers in excess of that for which Your Insured Vehicle was designed unless the greater load or number of passengers did not cause or contribute to the loss, damage or liability.
- in any way connected with or in respect of radioactivity, nuclear fuel, nuclear material or nuclear waste.
- in any way connected with or in respect of any act of terrorism.
- resulting from theft by You, Your partners, directors or employees.
- if Your Insured Vehicle is used in an unsafe or unroadworthy condition unless such condition could not reasonably be detected by You or if such unsafe or unroadworthy condition did not cause or contribute to the loss, damage or liability.
- if Your Insured Vehicle is being driven by any person:
 - o not properly licensed to drive such Vehicle, except incidental movement of Your Insured Vehicle within Your premises for the purpose of servicing, repair or maintenance;
 - o whose faculties are impaired by drugs or intoxicating liquor;
 - o whose blood alcohol reading exceeds the legal limit;
 - o who, following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine as required by law.

However, if You were not aware that the person was unlicensed or affected by drugs or alcohol, We will cover You.

- in respect of or in connection with any Insured Vehicle, which runs on rails or which is not designed to run solely on solid ground.
- in respect of which You would have been entitled to recover damages or seek contribution from another party but for Your agreement to release or waive recovery rights against such party.
- in any way connected with or in respect of:
 - o war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 - o any action taken in controlling, preventing, suppressing, retaliating against or responding to the above.

Section One of this Policy (Own Damage) does not cover:

- any additional costs (other than those covered under Additional Benefit 1.3.5 "Hire cost of replacement Vehicle following loss or damage"), due to loss or damage to Your Insured Vehicle.
- any additional damage to Your Insured Vehicle, known by You, or would reasonably be expected to have been known by You, caused by driving Your Insured Vehicle after a collision or accident.
- any loss of or damage to Your Insured Vehicle due to faulty design or workmanship or failure or breakdown but damage caused by resultant collision or fire is covered.
- any loss of or damage to Your Insured Vehicle due to depreciation, wear, tear, rust or corrosion.
- any loss of or damage to Your Insured Vehicle if reasonable steps to protect or safeguard Your Insured Vehicle have not been taken.
- any loss of or damage to Your Insured Vehicle due to it being legally seized or repossessed.
- any loss of or damage to Your Insured Vehicle occurring outside the Commonwealth of Australia except whilst being transported by sea between Australian ports.
- any theft of Your Insured Vehicle whilst being test driven for sale if You or Your employee did not accompany the prospective buyer.
- any damage to Your Insured Vehicle's tyres caused by application of brakes, punctures, cuts or bursting unless caused by an accident covered under this Policy or by people acting maliciously.

Section Two of this Policy (Third Party Liability – applicable to Registered Insured Vehicles only) does not cover any legal liability:

- or obligation assumed by You under any contract, agreement or warranty which would not have otherwise arisen or been implied by law.
- caused by, arising out of, in respect of or in connection with transportation or carriage of any Dangerous Goods, except as provided for by Additional Benefit 2.4.4 or Optional Extension 2.5.1 (if selected).
- to pay fines, penalties, aggravated, punitive, exemplary or multiple damages.
- caused by, arising out of, in respect of or in connection with any pollution or contamination other than pollution or contamination caused by a sudden, identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place.
- caused by, arising out of, in respect of or in connection with damage to:
 - o any property belonging to You or the driver of Your Registered Insured Vehicle;
 - o any property belonging to any other party in Your or the driver's physical or legal control or possession, except for:
 - premises leased or rented to You;
 - Your employees' or visitors' Vehicles whilst in Your carpark.

SIGNIFICANT RISKS

This Policy may not match Your expectations

This Policy may not match Your expectations (for example, because an exclusion applies). You should read the documents that make up the Policy carefully to understand what is and is not covered. Please ask Your nominated agent if You are unsure about any aspect of this Policy.

Your Sum Insured may not be adequate

It is important that You declare to Us, a Sum Insured for each Insured Vehicle (including all its Accessories) to be covered under this Policy, which is an amount that reflects the current Market Value of each Insured Vehicle (including all its Accessories).

If You do not, You may not be adequately covered, as Our liability is limited to:

- a) the Sum Insured specified in the Policy Schedule for each Insured Vehicle (including all its Accessories), which is the amount You declare to Us for each Insured Vehicle; or

- b) the Market Value of Your Insured Vehicle (including all its Accessories) at the time of or immediately before loss of or damage to Your Insured Vehicle,

whichever is the lesser.

Overdue premium

We will let you know how much premium you need to pay us, how to pay it and when. You need to pay your premium on time to ensure you are covered. If you don't pay the premium on time we can cancel the Policy and if we do we will write to give you notice of cancellation and when it will happen.

A claim may be refused or the amount of any claim may be reduced

We may refuse to pay or reduce the amount We pay under a claim, to the extent permitted by law, if:

- a) You do not comply with the Policy terms or conditions and/or an exclusion applies; or
- b) You make a fraudulent claim.

The amount of any claim may be reduced where an Excess applies – the type and the amount of Excess will be shown in Your Policy Schedule.

THE COST OF THIS INSURANCE POLICY

The total amount We charge You for this Policy comprises:

- a) the base premium, which is the amount We need to cover the risk insured, as calculated by Us; and
- b) any applicable taxes and government charges.

The base premium and applicable taxes and government charges will be shown on Your Policy Schedule and tax invoice.

The following factors have a significant impact on Our calculation of Your premium:

- a) which Section(s) of this Policy will apply;
- b) the make, model and type of the Insured Vehicles;
- c) the Sum Insured of the Insured Vehicles;
- d) the places where the Insured Vehicles are garaged;
- e) previous insurance and claims history of You;
- f) the purpose for which the Insured Vehicles are to be used; and
- g) the overall costs of doing business and other commercial factors.

Information relating to premium calculation

The list of factors in 'The cost of this insurance policy' is not exhaustive. We may take other factors into account and add or remove factors. The importance We place on the factors We use to calculate the premium and how the factors combine, all affect calculation of the premium. Some factors will not affect all components of the premium and not all components of the premium may be subject to discounts in the same way or at all.

How the factors combine to calculate premium may also be impacted according to Your circumstances and other underwriting considerations. The premium determined by a combination of the factors may be adjusted up or down to reflect Your circumstances and underwriting considerations including the risk being insured and the value of any claims. An adjustment like this may increase or decrease the premium from the combination of factors and may limit discounts.

Minimum premium and Your previous year's premium are commercial factors that may limit premium increases and decreases from the combination of the factors and any discounts. A minimum premium is the least amount of premium We will accept for the insurance and factors and any discounts will not reduce the premium below minimum premium. Your previous year's premium is taken into account on renewal and may limit premium increases and decreases from the combination of the factors and limit discounts.

The premium We calculate according to the factors, Your circumstances and other commercial factors, including taxes and government charges, will be shown on Your Policy Schedule.

PRIVACY STATEMENT

In this Privacy Statement the use of "We", "Our" or "Us" means SURA and the Insurers unless specified otherwise.

In this Privacy Statement the use of personal information includes sensitive information.

We are committed to protecting the privacy of the personal information that You provide to Us.

The Privacy Act 1988 contains the Australian Privacy Principles which require Us to tell You that We collect, handle, store and disclose Your personal and sensitive information for the specific purpose of:

- deciding whether to issue a policy;
- determining the terms and conditions of Your Policy;
- compiling data to help develop and identify other products and services that may interest clients; and
- handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- a) whether the information or opinion is true or not;
- b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given Us Your consent to collect, use and disclose Your personal information in order to provide You with the relevant services and/or products.

When You give Us personal information about other individuals, We rely on You to have made or make the individual aware that You will or may provide their personal information to Us and the types of other parties and service providers We may provide it to, the relevant purposes We and the other parties and service providers will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant personal information to Us.

We will protect Your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure and alteration. Some of the safeguards that We use are firewalls and data encryption, physical access controls to Our data centres, and information access authorisation controls.

We disclose personal information to other parties and service providers whom We believe are necessary to assist Us and them in providing the relevant services and/or products. For example, in handling claims, We may have to disclose Your personal information to other parties and service providers such as Our claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. We will limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it.

We may disclose Your personal information to Our insurers, reinsurers, related entities and service providers overseas where it is reasonably necessary for, or directly related to, the functions, services or activities we provide to you. When we transfer Your information to other countries, including countries which may not have data protection laws that provide the same level of protection that exists in Australia, We will protect the information as described in this Privacy Policy.

If You do not provide the personal information requested and/or do not provide Us with Your consent to the use and disclosure of Your personal information as set out in this Privacy Statement, Your insurance application may not be accepted, or We may not be able to administer Your Policy.

We will notify you as soon as possible if Your personal information is involved in a data breach that is likely to result in serious harm to You.

If You would like a copy of Our Privacy Policies, would like to seek access to or correct Your personal information, opt out of receiving materials We send, complain about a breach of Your privacy or You have any query on how Your personal information is collected, stored or used, or any other query relating to Our handling of Your personal information, please contact Us.

A copy of SURA's full Privacy Policy is located at sura.com.au

A copy of QBE's full Privacy Policy is located at qbe.com.au/about/our-business/governance/privacy

GENERAL INSURANCE CODE OF PRACTICE

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at codeofpractice.com.au

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support our Family and Domestic Violence Customer Support Policy is available at qbe.com/au

FINANCIAL CLAIMS SCHEME

This Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA):

Online:
apra.gov.au/financial-claims-scheme-general-insurers
Telephone: 1300 558 849 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).

HOW TO MAKE A CLAIM

To make a claim, contact Us by email, claimsabc@sura.com.au or by phone on (02) 9930 9581. We will only accept responsibility for repairs, replacement or payments to third parties under a claim where You have told Us about them beforehand and We have accepted Your claim.

Full details of what You must do for Us to consider Your claim are provided in the 'Claims Procedures and Conditions Applicable to This Policy' section of this Policy.

COMPLAINTS

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy, direct debit or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to qbe.com/au

Step 2 – Customer Relations

If your complaint isn't resolved by the team looking after your Policy, direct debit or claim, you can ask them to refer your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

You can also contact the Customer Relations team directly:

Telephone: 1300 650 603
Fax: (02) 8227 8594
Email: complaints@qbe.com
Post: GPO Box 219, Parramatta NSW 2124

Step 3 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3, Melbourne VIC 3001

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More information

You can find more information about how we deal with complaints on our website at qbe.com/au or you can call us on 133 723 to speak with us or request a copy of our complaints brochure at no charge by us.

Complaints just about privacy

If you're not happy with how we've handled your personal information, call us on 1300 650 503 or email us at customercare@qbe.com. If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

Telephone: 1300 363 992
Email: enquiries@oaic.gov.au
Post: GPO Box 5288, Sydney NSW 2001

TAXATION IMPLICATIONS

Goods and Services Tax

The Policy has provisions relating to GST. They can be found in this PDS under the heading 'How Goods and Services Tax affects any payments We make'. In summary, they are as follows:

- a) the amount of premium payable by You for this Policy includes an amount on account of the GST on the premium; and
- b) when We pay a claim, Your GST status will determine the maximum amount We pay.

However, please read the provisions in full.

Other taxation implications

There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend that You seek professional advice.

COOLING OFF PERIOD

If You are not completely satisfied with Your Policy and You have not already made a claim, You may cancel it by notifying Us within 21 days of the Policy having commenced. If You do so, You will receive a refund of any amount You have paid. If You cancel Your Policy in these circumstances, You will have no cover under the Policy.

Should You cancel the Policy it is Your responsibility to notify any of the other interested parties that may rely on this insurance being in effect of the cancellation as we do not do so.

CANCELLING YOUR POLICY

How You may cancel this Policy

Where the "Cooling off Period" detailed above does not apply, You may still cancel the Policy at any time by telling Us.

Should You cancel the Policy it is Your responsibility to notify any of the other interested parties that may rely on this insurance being in effect of the cancellation as We do not do this.

You can do this by giving the notice to Your nominated agent.

How We may cancel this Policy

We have the right to cancel this policy in certain circumstances permitted by law.

These include:

- where you have made a misrepresentation to us during negotiations prior to the issue of the policy;
- where you have failed to comply with a provision of your policy, including a term relating to payment of premium;
- where you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time that the policy covers you; or
- where you have failed to notify Us of any specific act or omission that occurred after issue of the Policy where notification is required under the terms of the Policy; or
- where we are otherwise permitted to do so by law.

If we cancel the policy, We will give written notice of this as required by law:

- in person to You or Your nominated agent;
- electronically to the last electronic address notified by You or your nominated agent to Us where we are allowed by law; or
- by post to the last address notified by You or your nominated agent to Us.

If you or we cancel the policy, we will refund you the proportion of the premium for the remaining period of insurance, less any non-refundable government fees, duties or charges.

PREVENTING OUR RIGHT OF RECOVERY

If you've agreed with or told someone who caused you loss, damage or liability that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

PART TWO – POLICY TERMS AND CONDITIONS

OUR AGREEMENT WITH YOU

Where We agree to enter into the Policy with You it is a legal contract between You and Us. Under the Policy:

- You agree to pay Us the Premium by the time required by Us and comply with the other terms and conditions of the Policy, including payment of any applicable Excesses;
- We agree to provide You with the cover specified as applicable in the Policy Schedule subject to the Policy terms and conditions during the Period of Insurance shown on Your Policy Schedule. Each renewal if agreed, is a separate contract of insurance.

COVER COMES TO AN END FOLLOWING TOTAL LOSS

Where the Policy covers more than one Insured Vehicle then this clause will only apply to the particular Insured Vehicle, which has been treated as a Total Loss.

If Your Insured Vehicle is a Total Loss and We pay You the Sum Insured, Market Value of or replace Your Insured Vehicle, then the cover for Your Insured Vehicle will come to an end and You will no longer have any cover for Your Insured Vehicle. This means You will not be entitled to make any further claim under the Policy for Your Insured Vehicle and where the Premium has been paid in full for the Period of Insurance for Your Insured Vehicle there will be no refund of any Premium for any unexpired period of the Policy relevant to Your Insured Vehicle.

PROVIDING EVIDENCE AND INFORMATION

You must be able to demonstrate that you've suffered the relevant loss, damage or are subject to a liability covered by the Policy. We may ask you for information demonstrating this if you make a claim under your Policy. To help Us in assessing Your claim quickly, it is good practice to keep the following records:

- a) police reports;
- b) medical reports;
- c) proof or evidence of loss or damage or liability;
- d) proof or evidence of ownership;
- e) all receipts or tax invoices evidencing confirmation of the purchase of Your Insured Vehicle and any accessories; and
- f) all service and repair records for the Insured Vehicle.

We won't accept as proof or evidence of ownership:

- a) a photograph;
- b) a photocopy of any documentation;
- c) a copy of information downloaded from the internet;

unless you also submit a statutory declaration in support of these items attesting to you being the owner of the item(s) you're claiming for or provide such other evidence that we (reasonably) accept as evidence of ownership.

If Your Insured Vehicle is hired, rented, loaned or borrowed We will ask you for copies of the relevant agreements you have entered into for such hire, rent, or loan.

FINANCIER

If Your Insured Vehicle is security for any finance agreement, then:

- a) You agree We have the right to make claim payments to the financier unless otherwise agreed in writing; and
- b) any such payments made to the financier will satisfy Our obligation to You under the Policy for the amount paid.

HOW GOODS AND SERVICES TAX AFFECTS ANY PAYMENTS WE MAKE

The amount of Premium payable by You for the Policy includes an amount on account of the GST on the Premium.

When We pay a claim, Your GST status will determine the amount We pay.

When You are:

- a) not registered for GST, the amount We pay is the Sum Insured/Limit of Liability or the other limits applicable to the Policy including GST.
- b) registered for GST, We will pay the Sum Insured/Limit Of Liability or other limits applicable to the Policy and 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 Insured Vehicle under Your Policy) We will pay for the GST amount.

We will reduce the GST amount We pay for by the amount of any Input Tax Credits (ITC) to which You are or would be entitled if You made a relevant Acquisition. In these circumstances, the ITC may be claimable through Your Business Activity Statement (BAS).

You must advise Us of Your correct Australian Business Number and Taxable Percentage.

Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of a claim is less than the Sum Insured/Limit of Liability or the other limits applicable to the Policy We will only pay an amount for GST (less Your entitlement for ITC) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our share of the settlement for the whole claim.

We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by any business of Yours which is relevant to Your claim.

Taxable Percentage is Your entitlement to an ITC on Your premium as a percentage of the total GST on that premium.

GST, ITC, BAS and Acquisition have the same meaning as given to those words or expressions in A New Tax System (Goods and Services Tax) Act 1999.

GENERAL DEFINITIONS APPLICABLE TO THIS POLICY

The following words when used in the Policy and all covers have the special meaning that appears below.

ANCILLARY INSURED VEHICLE

means any Insured Vehicle that is not a Bus nor a Coach.

APPLICATION

means the signed application or other proposal form and other information supplied by You or on Your behalf when applying for this insurance upon which We relied when agreeing to grant this insurance cover.

BUS

means any passenger carrying vehicle defined as a bus in accordance with state and territory transport standards.

COACH

means any passenger carrying vehicle defined as a coach in accordance with state and territory transport standards.

EXCESS

means the amount specified in the Policy Schedule or as separately detailed in any Additional Benefit, which is payable by You when You make a claim under Your Policy. Any Excess applies separately for each Insured Vehicle other than as provided for in 6.1.

INSURED VEHICLE

means any Vehicle (including all Accessories, but only whilst attached to, on or in such Vehicle) that:

- a) is owned, hired, leased, rented, loaned, borrowed or used by You; and
- b) is specified in the Insured Vehicles Listing.

INSURED VEHICLES LISTING

means the Insured Vehicles Listing in the Policy Schedule or attached to and forming part of the Policy Schedule.

PERIOD OF INSURANCE

means the duration of the Policy as specified in the Policy Schedule.

POLICY

means your contract with Us which comprises this document (other than Part One Important Information), the applicable Policy Schedule and any other document We agree with You that forms part of your contract with Us that We have issued to You.

POLICY SCHEDULE

means the document We give You which includes Your Policy reference, is issued by or on behalf of Us and that attaches to and forms part of Your Policy.

SUBSEQUENT LEGISLATION

means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

TOTAL LOSS AMOUNT

means the Market Value (immediately before the time of loss or damage) or Sum Insured of Your Insured Vehicle, whichever is the lesser.

VEHICLE

means any type of machine on wheels or self laid track made or intended to be propelled by other than manual or animal power, and any trailer or other attachment made or intended to be drawn by any such machine.

WE/OUR/US

means the Insurers listed under the heading "About The Insurers", being QBE Insurance (Australia) Limited (QBE) ABN 78 003 191 035 AFSL 239545.

YOU/YOUR/YOURS/YOURSELF

Means the person(s), parties, companies or firms named on the Policy Schedule as the Insured.

DEFINITIONS APPLICABLE TO SECTION ONE OF THIS POLICY

The following words when used in the Section One have the special meaning that appears below.

ACCESSORIES

means accessories, tools, spare parts and/or equipment which are both:

- installed in, fitted in or within an Insured Vehicle, and
- declared to Us or included in Your declaration of Sum Insured for each Insured Vehicle.

General Average is when goods or cargo are thrown overboard or other steps taken to safeguard the vessel and the remaining property on the vessel and those whose property is saved share the expenses or salvage costs incurred by a ship owner in preserving the vessel and cargo.

MARKET VALUE

means the cash value we determine (reasonably) of a Vehicle of the same age, type and condition as Your Insured Vehicle immediately before the loss or damage but excluding costs and charges for vehicle registration, compulsory third party insurance, stamp duty transfers and any dealer warranty costs of dealer delivery.

MVIRI CODE-APPROVED ASSESSOR

means an assessor that complies with the voluntary national Motor Vehicle Insurance and Repair Industry Code as agreed by the Smash Repair and Insurance Industry Implementation Taskforce on 23 May 2006 and any changes as agreed from time to time by the Code Administration Committee.

To assess whether an Insured Vehicle is a Total Loss, We will only appoint a MVIRI Code-approved assessor.

SUM INSURED

means the applicable sum insured shown in the Policy Schedule for the Insured Vehicle.

TOTAL LOSS

an MVIRI Code-approved Assessor will assess the Insured Vehicle as a Total Loss if:

- a) the cost of repairing the Insured Vehicle plus the value of the salvage (if applicable) exceeds the Sum Insured or Market Value whichever is the lesser; or
- b) the Insured Vehicle is stolen and not recovered within 14 days of the theft being reported to police.

DEFINITIONS APPLICABLE TO SECTION TWO OF THIS POLICY

The following words when used in the Section Two have the special meaning that appears below.

DANGEROUS GOODS

means dangerous goods as defined by the most recent version of the Australian Code for the Transport of Dangerous Goods by Road and Rail.

LIMIT OF LIABILITY

means the applicable limit of liability shown in the Policy Schedule.

REGISTERED INSURED VEHICLE

means any Insured Vehicle that:

- a) is registered for use on a public road in accordance with the requirements of the laws of any State or Territory; and
- b) has a Registration Number specified against it in the Insured Vehicles Listing.

TYPES OF COVER

We offer Three different types of cover options, as described below.

1. Comprehensive – Both “Section One: Own Damage” and “Section Two: Third Party Liability (applicable to Registered Insured Vehicles only)” will operate.
2. Own Damage only – Only “Section One: Own Damage” of this Policy will operate. “Section Two: Third Party Liability (applicable to Registered Insured Vehicles only)” does not apply.
3. Third Party Property Damage only - Only “Section Two: Third Party Liability (applicable to Registered Insured Vehicles only)” of this Policy will operate. “Section One: Own Damage” does not apply.

“Cover Sections Effected” part of the Policy Schedule will specify which Section(s) of this Policy are operative by specifying as “Insured” the operative Section(s).

OUR CHOICE OF REPAIRER POLICY

If We repair Your Insured Vehicle, We will recommend a QBE Accredited Smash Repairer or other licensed repairer We select, however You may choose any licensed repairer to repair Your Insured Vehicle.

See qbe.com/au for a list of repairers with whom We have a supplier agreement.

If Your Insured Vehicle is repaired by our recommended repairer, We will manage the repair process, including choosing the suitable repair method.

If You choose Your own repairer, You'll need to:

- a) get a quote from an appropriately licensed and equipped repairer of Your choice
- b) allow Us to assess the quote and Your Insured Vehicle before We authorise repairs, and
- c) allow Us to get a quote from another repairer if We need one.

We may invite, accept, adjust or negotiate estimates or arrange to move Your Insured Vehicle to another repairer acceptable to both of us.

We may not accept Your repairer's estimate if We believe:

- a) they don't have the equipment or expertise to repair Your Insured Vehicle
- b) the scope of repairs may not be correct, or
- c) their estimate is not competitive.

GENERAL EXCLUSIONS APPLICABLE TO SECTIONS ONE AND TWO COVERS

“General Exclusions Applicable to Sections One and Two” apply to both covers.

To the extent permitted by law, We will not cover under Section One or Two or the Policy generally:

4.1 DRIVER OVER THE AGE OF 80 YEARS

- a) any loss of or damage to Your Insured Vehicle; or
- b) any liability in respect of or in connection with or arising out of the ownership, operation or use of Your Insured Vehicle;

if Your Insured Vehicle is being driven by or in the charge of any person over the age of 80 years unless You have told Us about them and We have noted them on the Policy Schedule.

4.2 EVADING POLICE

any loss, damage or liability caused when You are or any of Your partners or directors are:

- a) evading police apprehension; or
- b) endeavouring or attempting to evade police apprehension.

4.3 EXPERIMENT, TEST, RACING, SPEED TESTING OR TRIAL

- a) any loss of or damage to Your Insured Vehicle; or
- b) any liability in respect of or in connection with or arising out of the ownership, operation or use of Your Insured Vehicle;

while Your Insured Vehicle is being used in any experiment or type of test or in preparation for or involved in racing, speed testing, pace making, hill climbing or reliability trial, other than reliability trials for resale purposes on public roads.

4.4 INTENTIONAL ACT

any loss, damage or liability resulting from an intentional act by You or anyone acting with Your consent.

4.5 LOAD OR NUMBER OF PASSENGERS IN EXCESS OF DESIGN CAPACITY

- a) any loss of or damage to Your Insured Vehicle; or
- b) any liability in respect of or in connection with or arising out of the ownership, operation or use of Your Insured Vehicle;

caused or contributed to by You:

- i. carrying or towing a load; or
- ii. carrying a number of passengers,

in excess of that for which Your Insured Vehicle was designed.

4.6 RADIOACTIVITY

any loss, damage or liability of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- a) any radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion; or
- b) any action taken in controlling, preventing, suppressing, retaliating against or responding to or in any way relating to a) above.

4.7 TERRORISM

any loss, damage or liability of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- a) any Act of Terrorism; or
- b) any action taken in controlling, preventing, suppressing, retaliating against or responding to or in any way relating to a) above.

For the purpose of this exclusion, an Act of Terrorism includes any act, or preparation in respect of an 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) whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

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

4.8 THEFT BY YOU OR YOUR PARTNERS, DIRECTORS OR EMPLOYEES

any loss, damage or liability of any nature caused or contributed to as a result of theft by You, Your partners or directors, or Your employees acting in the course of their employment.

4.9 UNSAFE OR UNROADWORTHY CONDITION

- a) any loss of or damage to Your Insured Vehicle; or
- b) any liability in respect of or in connection with or arising out of the ownership, operation or use of Your Insured Vehicle;

caused or contributed to by Your Insured Vehicle being used in an unsafe or unroadworthy condition unless such condition could not reasonably be detected by You.

4.10 UNLICENSED, IMPAIRED BY DRUGS OR ALCOHOL, REFUSAL TO UNDERGO TEST

- a) any loss of or damage to Your Insured Vehicle; or
- b) any liability in respect of or in connection with or arising out of the ownership, operation or use of Your Insured Vehicle;

if Your Insured Vehicle is being driven by:

- i. any person who is not licensed under any relevant law to drive such an Insured Vehicle. However, this exclusion will not apply in relation to movement of Your Insured Vehicle within Your premises for the purposes of servicing, repair or maintenance;
- ii. any person whose faculties are impaired by any drug or intoxicating liquor or by any person who is convicted of driving at the time of the accident as being under the influence of any drug or intoxicating liquor;
- iii. any person whose blood alcohol reading exceeds the legal limit (subject to any laws to the contrary); or
- iv. any person who, following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by law of any State or Territory in which the accident occurred.

However, if the driver was another person You allowed to drive Your Insured Vehicle, We will cover You (but not the driver) if You were not aware that Your Insured Vehicle was being driven by or in charge of that person when they were not licensed or impaired.

4.11 VEHICLE ON RAILS OR NOT DESIGNED TO RUN ON SOLID GROUND

- a) any loss of or damage to any Insured Vehicle, which runs on rails or which is not designed to run solely on solid ground; or
- b) any liability in respect of or in connection or arising out of the ownership, operation or use of any Insured Vehicle, which runs on rails or which is not designed to run solely on solid ground.

4.12 WAIVED RECOVERY RIGHTS

any loss, damage or liability in respect of which You would have been entitled to recover damages or seek contribution from another party but for Your agreement to release or waive recovery rights against such party for the whole or part of such loss, damage or liability.

4.13 WAR

any loss, damage or liability of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- a) war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b) any action taken in controlling, preventing, suppressing, retaliating against or responding to or in any way relating to a) above.

4.14 SANCTIONS LIMITATION AND EXCLUSION

or pay any claim or provide any benefit under this Policy, to the extent that to do so may expose Us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

4.15 CYBER INCIDENT

any claims, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with a cyber incident.

However We will cover physical loss of or damage to the Insured Vehicle resulting from:

- a) damage to, failure of or unavailability of its electrical systems
- b) loss of, corruption of, or loss of access to electronic data

caused by a cyber incident, if such loss is otherwise covered by this Policy.

'Cyber incident' means:

- a) an unauthorised or malicious act
- b) malware, virus, hacking, denial of service or similar mechanism
- c) programming or operator error, by You or anyone else

affecting access to, use of or operation of any of Your Insured Vehicle's electrical systems or causing loss of, corruption of, or loss of access to electronic data.

4.16 LAWS IMPACTING COVER

or pay any claim or provide any benefit under this Policy, to the extent that it is unlawful for Us to do so.

4.17 CONSEQUENTIAL LOSS

financial or non-financial consequential loss related to damage to your Insured Vehicle, such as:

- a) lost profits or income because You can't use Your Insured Vehicle,
- b) loss due to delay in repairs because a part isn't readily available
- c) any diminished value of Your Insured Vehicle after it's been properly repaired.

SECTION ONE – OWN DAMAGE

This Section is only operative if specified as “Insured” in Your Policy Schedule, under the heading “Cover Sections Effected”. If Section One is not operative, no cover is provided under this Section for or in respect of any Insured Vehicle that is only covered by Section Two of the Policy.

1.1 INSURING CLAUSE – WHAT YOU ARE INSURED AGAINST

We cover You against any accidental loss or damage (including from theft or attempted theft) occurring during the Period of Insurance to Your Insured Vehicle, to the extent permitted by law and subject to and in accordance with the Policy terms and conditions (including any Excesses, limits and exclusions).

1.2 CLAIMS SETTLEMENT – WHAT WE WILL PAY

1.2.1 Basis of Settlement

We will in our discretion (acting reasonably) repair, reinstate or pay the amount of the loss of or damage to Your Insured Vehicle, provided such payment does not exceed:

- a) the Market Value of Your Insured Vehicle at the time of loss or damage; or
- b) the Sum Insured for the damaged or lost Insured Vehicle;

whichever is the lesser amount.

If it would be necessary to repair Your Insured Vehicle to a better condition than it was in before the loss or damage, then we may ask you to contribute the additional amount to repair it to the better condition. If this may be necessary, we will talk to you beforehand about how you would like to proceed.

1.2.2 Salvage

If Your Insured Vehicle is declared a Total Loss and We pay according to the cover provided by the Policy, You must allow Us, if We require, to take possession of the Insured Vehicle.

If We do require possession of the Insured Vehicle, You cannot abandon Your responsibilities for it.

1.2.3 Our Parts Policy

We may replace damaged parts with new, recycled, reconditioned or quality non-genuine parts that:

- a) are consistent with the age and condition of Your Insured Vehicle;
- b) do not affect the safety or the structural integrity of Your Insured Vehicle;
- c) comply with the vehicle manufacturer’s specifications and applicable Australian Design Rules;

- d) do not adversely affect the post-repair appearance of Your Insured Vehicle; and
- e) do not void or affect the warranty provided by the vehicle manufacturer.

If any part of Your Insured Vehicle is damaged in an incident covered under this Policy, and is unavailable in Australia, We will reimburse You in accordance with 1.2.1 Basis of settlement. Under no circumstances will We be liable for more than the last known manufacturer’s Australian recommended list or retail price of that part from a reputable commercial retailer at the time We settle the claim.

1.3 ADDITIONAL BENEFITS APPLICABLE TO SECTION ONE

We give the following Additional Benefits automatically within the cover provided under Section One of the Policy. Other than as amended, cover provided under these Additional Benefits is provided to the extent permitted by law and subject to and in accordance with the applicable Policy terms and conditions (including any Excesses, limits and exclusions).

1.3.1 Automatic additions and deletions

In the event that You purchase or lease during the Period of Insurance any additional or replacement Vehicle of a like kind or similar type and nature to an Insured Vehicle, such additional or replacement Vehicle will be deemed to be an Insured Vehicle for up to a maximum of 30 days from the date of purchase or commencement of lease.

Our maximum liability under this Additional Benefit is limited to:

- a) \$800,000 for each such additional or replacement Vehicle; or
- b) the Market Value of such additional or replacement Vehicle immediately before the time of loss or damage; whichever is the lesser amount.

You then have these 30 days from the date of purchase or commencement of the lease within which to provide Us with details of such additional or replacement Vehicle, including the proposed Sum Insured for such Vehicle, and request that it be added to the Insured Vehicles Listing as a variation to the Policy. Any variation We agree to may be subject to any additional Premium or terms We may require. We may not agree to agree to the variation if it is not on terms acceptable to Us.

Please note nothing prevents You from seeking a variation earlier if the automatic addition cover is in Your view not likely to be sufficient.

Cover under this Additional benefit ends from the earlier of the time the insured Vehicle is added as a variation to the Policy or the end of 30 days from the date of purchase or commencement of lease.

1.3.2 Cost of repatriating Your driver following theft or accident

If We have agreed to cover a claim for loss or damage to the Insured Vehicle under Section One of the Policy, We will cover You up to a maximum of \$5,000 for the resultant necessary costs of returning Your driver (and other employees of Yours engaged on the specific tour or journey) to the point of departure or at Your option, to the driver's destination or any other place which we agree to, provided:

- a) Your Insured Vehicle was more than 200 kilometres from its normal parked address or point of departure at the time of the loss or damage, and
- b) Your Insured Vehicle was being used in connection with Your business.

1.3.3 Emergency Mitigation Costs

In the case of accidental loss of or damage to Your Insured Vehicle during the Period of Insurance, We give You the authority to arrange, on Our behalf the following:

- a) repair or replacement of Your Insured Vehicle's windscreen and/or windows; or
- b) the towing of Your Insured Vehicle to the nearest repairer or place of safety, or to any other place already approved by Us.

1.3.4 Funeral expenses

In the event that Your driver and/or other employees sustain fatal injury as a result of an accident that We have agreed to cover under Section One of the Policy, We will pay the transportation costs of the deceased body and costs associated with the burial or cremation of Your driver and/or other employees up to a maximum of \$10,000 each accident on presentation of accounts.

1.3.5 Hire cost of replacement Vehicle following loss or damage – applicable to Bus and Coach only

In the event of Your Insured Vehicle that is a Bus or a Coach being stolen or becoming unroadworthy as a result of an accident We have agreed to cover under Section One of the Policy, We will pay up to \$500 per day towards the cost of hiring a replacement Vehicle until Your Insured Vehicle is repaired or recovered, up to a maximum of 20 days from the date of the accident or theft, provided that a replacement Vehicle is not available from within Your fleet.

This Additional Benefit 1.3.5 does not apply to Ancillary Insured Vehicles.

1.3.6 Lease, Hire Purchase or Financial Agreement payout

Where We have agreed to cover a claim under Section One of the Policy and:

- a) Your Insured Vehicle is declared a Total Loss; and
- b) Your Insured Vehicle is subject to a lease, hire purchase or any financial agreement through a financial institution directly related to financing of the Insured Vehicle purchase; and
- c) the payout amount exceeds the Total Loss Amount;

We will pay:

- i. the agreed Total Loss Amount; plus
- ii. an amount being the lesser of \$30,000 or 20% of the Total Loss Amount;

provided that:

- iii. the sum of (i) and (ii) above does not exceed the financial payout amount; and
- iv. any payment over the agreed Total Loss amount does not include:
 - any amounts that are in arrears at the time of loss or damage; or
 - any discounts applicable for full payment for the financial contract.

Where the sum of (i) and (ii) above exceeds the financial payout, the maximum amount We will pay is the financial payout.

1.3.7 Locks and Keys

Where during the Period of Insurance Your keys are lost, destroyed or damaged, or You have reasonable grounds to believe the keys may have been illegally duplicated, We will pay the costs of replacing and recoding the locks and/or keys, regardless of whether or not the Insured Vehicle has suffered loss or damage covered under the Policy.

Our liability under this Additional Benefit is limited to \$5,000 in the aggregate for the Period of Insurance and is subject to the standard Excess as detailed in Your Policy Schedule.

1.3.8 Maritime liability

Where Your Insured Vehicle is being transported by sea between Australian ports during the Period of Insurance, We will cover You for Your contribution for Your Insured Vehicle if a General Average is declared.

1.3.9 New Vehicle replacement for Buses, Coaches or trucks

Where Your Insured Vehicle is a Bus, a Coach or a truck, We will replace Your Insured Vehicle with a new Vehicle of the same configuration where it is available in Australia and:

- a) Your Insured Vehicle is a Total Loss; and
- b) You purchased it new from the manufacturer or their dealer, or as a demonstrator model; and
- c) Your Insured Vehicle is less than 12 months old from when it was first registered; and
- d) where Your Insured Vehicle is financed, Your financier has given Us written consent;

If a new replacement Vehicle is not available in Australia, We will replace Your Insured Vehicle with the nearest equivalent Vehicle that is available in Australia. If We and You cannot agree on a replacement Vehicle, We will pay You the amount it would cost to buy a new Vehicle the same as, or a near equivalent of, the Insured Vehicle which needs replacing.

We also pay the registration and the cost of compulsory third party insurance for the period registered. The most We will pay is 12 months stamp duty and dealer charges on the new Vehicle less any refund of registration fees or stamp duty applicable in respect of the Insured Vehicle that is a Total Loss payable to You.

Where Your Insured Vehicle does not meet all of the criteria above, all Total Loss claims will be settled on the declared Sum Insured or the current Market Value at the time of the loss or damage, whichever is the lesser.

Where You choose to insure the replacement Vehicle with Us and We accept the risk, this new Vehicle will be specified in the Policy Schedule and will then become an Insured Vehicle. We will advise You of a pro rata the premium to be charged from the date of acceptance to the expiry date of the Period Of Insurance.

1.3.10 New Vehicle replacement for other Vehicles

Where Your Insured Vehicle is not a Bus, a Coach or a truck, We will replace Your Insured Vehicle with a new Vehicle of the same make, model or series so long as it is available in Australia and:

- a) Your Insured Vehicle is a Total Loss; and
- b) You purchased Your Insured vehicle new from the manufacturer or their dealer, or as a demonstrator model; and
- c) Your Insured Vehicle is less than 24 months old from when it was first registered; and
- d) where Your Insured Vehicle is financed, Your financier has given Us written consent.

If a new replacement Vehicle is not available in Australia, We may replace Your Insured Vehicle with the nearest equivalent Vehicle that is available in Australia. If We and You cannot agree on a replacement Vehicle, We will pay You the amount it would cost to buy a new Vehicle the same as, or the nearest equivalent of, the Insured Vehicle which needs replacing.

We also pay the cost of registration and the cost of compulsory third party insurance for the period registered but not exceeding 12 months, stamp duty and dealer charges on the new Vehicle but any refund of registration fees or stamp duty applicable in respect to the old Insured Vehicle must be refunded to Us.

Where Your Insured Vehicle does not meet all of the criteria above, all Total Loss claims will be settled on the current Market Value at the time of the loss or damage.

In relation to cover for the replacement vehicle refer to Clause 1.3.1 Automatic additions and deletions above.

1.3.11 Non owned trailers

We will cover Your legal liability for damage to any trailer, which:

- a) is under Your control;
- b) is not owned, leased or rented by You; and
- c) belongs to a principal;

provided that:

- i. the trailer is attached to Your Insured Vehicle and used in the course of Your business;

An Excess of \$2,500 will apply to each and every event giving rise to a claim, but an Excess of \$5,000 will apply to each and every event if the event giving rise to the claim occurs while any tipping hoist is fully or partially raised.

Our maximum liability under this Additional Benefit is limited to \$75,000 or Market Value, whichever is the lesser, in total any one claim.

1.3.12 Passenger's baggage

If We have agreed to pay a claim under Section One of the Policy for:

- a) loss of or damage to Your Insured Vehicle, other than from theft or attempted theft; or
- b) loss of or damage to Your Insured Vehicle as a result of theft or attempted theft following forcible entry to Your securely locked Insured Vehicle; and
- c) Your passenger's baggage also is damaged or stolen from within Your Insured Vehicle in relation to either of the above events,

We will either replace or repair or pay for the cost of repairing or replacing such lost or damaged passenger's baggage.

The maximum amount We will pay under this Additional Benefit is:

- i. \$1,000 any one passenger any one event; and
- ii. \$20,000 in the aggregate for all events during the Period of Insurance.

Cover provided under this Additional Benefit shall not apply to any loss or damage (including from theft or attempted theft):

1. due to wear and tear, depreciation due to age or use, climatic or atmospheric conditions, damage by vermin or insects;
2. unless it is reported to police by You as soon as reasonably possible upon becoming aware of the loss or damage;
3. of or to any baggage, which is unaccompanied by a passenger on Your Insured Vehicle;
4. of or to any baggage, which the passenger loaded into the luggage bins of the Bus or Coach; if the passenger's baggage is otherwise insured in any way.

The Excess for this Additional Benefit is \$250 any one event.

1.3.13 Personal property belonging to You or Your employee

If We have agreed to pay a claim under Section One of the Policy, We will cover loss of or damage to tools, clothing and personal property belonging to You or Your employee that were contained in Your lost or damaged Insured Vehicle.

We will not cover money, securities, jewellery and furs.

The maximum amount We will pay is limited to \$2,000 any one Insured Vehicle per event.

All theft losses must be reported to the nearest police station within as soon as reasonably possible.

1.3.14 Recovery costs following theft

If Your Insured Vehicle is stolen and found, We will cover You for the reasonable costs to return Your Insured Vehicle to its normal parked address or any other place which we agree to.

1.3.15 Redelivery

If We agree to pay a claim under Section One of the Policy, We will cover You for the practicable costs of returning Your Insured Vehicle to its normal parked address or any other place which we agree to, following repairs to Your Insured Vehicle, provided that:

- a) the repairs were required following loss or damage covered under the Section One claim; and

- b) the situation where Your Insured Vehicle was repaired was more than 200 kilometres from Your Insured Vehicle's normal parked address.

1.3.16 Removal of Insured Vehicle debris

In the event that the accidental loss or damage to Your Insured Vehicle We have agreed to pay a claim for under Section One of the Policy also necessitates Your incurring of costs to clean up and remove any Insured Vehicle debris, We will cover You for reasonable and necessary costs incurred to do so, up to a maximum of \$50,000 for each loss or accident.

We do not cover costs to clean up or remove any goods falling from any Insured Vehicle under this Additional Benefit.

1.3.17 Signwriting

If We have paid a claim under Section One of the Policy for accidental loss or or damage to Your Insured Vehicle, We will cover You for the costs to repair or replace damage to or loss of sign writing or fixed advertising signs or materials forming a permanent part of Your Insured Vehicle at the time of the loss or damage.

1.3.18 Substitute Vehicle

In the event that Your Insured Vehicle is being serviced, repaired or cannot be driven and You use another Vehicle not specified in the Policy Schedule as a substitute for Your Insured Vehicle, We will treat such substitute Vehicle as if it were an Insured Vehicle, but only if You are contractually required to effect insurance to cover against loss of or damage to such substitute Vehicle.

Cover under this Additional Benefit only applies if one substitute Vehicle is being used at any one time in place of Your Insured Vehicle.

- a) the substitute Vehicle is not already covered under another insurance policy; and
- b) the substitute Vehicle is not owned by You.

1.3.19 Towing Costs

If We have agreed to pay a claim under Section One of the Policy for accidental damage to the Insured vehicle, We will cover the necessary reasonable costs of towing Your Insured Vehicle after the accident, plus the reasonable cost of protecting Your Insured Vehicle, to the nearest repairer or place of safety or any other place which we agree to.

1.4 EXCLUSIONS APPLICABLE TO SECTION ONE – WHAT YOU ARE NOT INSURED AGAINST

The exclusions in 1.4 Exclusions Applicable to Section One–What You are not insured against” apply to “Section One: Own Damage” cover.

For Section One cover only, to the extent permitted by law, We will not cover:

1.4.1 Additional costs due to loss or damage

any additional costs, such as but not limited to, hire car costs (other than those covered under Additional Benefit 1.3.5 applicable to Section One), because You cannot use Your Insured Vehicle due to loss or damage.

1.4.2 Additional damage after accident

any additional damage to Your Insured Vehicle caused by, as a result of or due to You driving the Insured Vehicle after a collision or accident, unless You could not reasonably be expected to see that driving the Insured Vehicle after the collision or accident could cause such additional damage.

1.4.3 Breakdown, faulty design or workmanship

any loss of or damage to Your Insured Vehicle or any resultant mechanical damage:

- a) due to failure or breakdown of a structural, electrical, mechanical or electronic nature; or
- b) to any part of Your Insured Vehicle due to faulty design or workmanship.

However, We will cover damage directly caused by a collision or fire to Your Insured Vehicle resulting from such failure, breakdown or faulty workmanship or design as mentioned under a) or b) above.

1.4.4 Depreciation, corrosion or wear and tear

any loss of or damage to Your Insured Vehicle due to depreciation, wear, tear, rust or corrosion.

1.4.5 Failure to take reasonable steps to protect or safeguard

any loss of or damage to Your Insured Vehicle if reasonable steps to protect or safeguard Your Insured Vehicle have not been taken.

1.4.6 Legal seizure or repossession

any loss of or damage to Your Insured Vehicle due to it being legally seized or repossessed.

1.4.7 Loss or damage outside Australia

any loss of or damage to Your Insured Vehicle occurring outside the Commonwealth of Australia except where Your Insured Vehicle is being transported by sea between Australian ports.

1.4.8 Theft during test drive

any loss or damage caused by theft of Your Insured Vehicle resulting from it being test driven for sale and You or an employee of Yours did not accompany the prospective purchaser.

1.4.9 Tyres

any damage to Your Insured Vehicle’s tyres caused by the application of brakes, punctures, cuts or bursting, unless caused as a result of an accident covered under the Policy or by people acting maliciously.

SECTION TWO – THIRD PARTY LIABILITY (APPLICABLE TO REGISTERED INSURED VEHICLES ONLY)

This Section is only operative if specified as “Insured” in Your Policy Schedule, under the heading “Cover Sections Effected”.

2.1 INSURING CLAUSE – WHAT YOU ARE INSURED AGAINST

We will cover You for the amount You may be held legally liable to pay as compensation for accidental damage to property belonging to others occurring during the Period of Insurance and caused by or arising out of the ownership, operation or use of any Registered Insured Vehicle or any trailer or caravan (whether or not it belongs to You) attached to such Registered Insured Vehicle.

The above cover is provided to the extent permitted by law and subject to and in accordance with the applicable Policy terms and conditions (including any Excesses, limits and exclusions).

Ownership, operation or use of any Registered Insured Vehicle or any trailer or caravan

- i. accidental damage to property belonging to others caused by or arising out of goods falling from any Registered Insured Vehicle or any trailer or caravan (whether or not it belongs to You) attached to such Registered Insured Vehicle will be deemed to be damage caused by or arising out of the ownership, operation or use of any Registered Insured Vehicle or any trailer or caravan.

The operation of loading and unloading any Registered Insured Vehicle or any trailer or caravan (whether or not it belongs to You) attached to such Registered Insured Vehicle will be deemed to be operation or use of any Registered Insured Vehicle or any trailer or caravan. However, collection or delivery of the load from or to any Registered Insured Vehicle is not deemed to be ownership, operation or use of any Registered Insured Vehicle or any trailer or caravan.

Supplemental bodily injury cover

We will cover the amount which You, or any person using or in charge of Your Registered Insured Vehicle with Your permission may be held legally liable to pay by way of compensation or damages (excluding aggravated, punitive, exemplary or multiple damages) for death of or bodily injury to any person:

- a) occurring within the Commonwealth of Australia during the Period Of Insurance; and
- b) arising out of the use of Your Registered Insured Vehicle.

We do not cover:

- i. legal liability for death or bodily injury to:
 - a) You or any person driving, using or in charge of Your Registered Insured Vehicle; or
 - b) an employee of Yours or who is deemed by any law to be Your employee arising out of their employment with You;

- ii. if You or any person using Your Registered Insured Vehicle:
 - a) is wholly or partly covered under any compulsory statutory insurance scheme or accident compensation scheme;
 - b) would have been entitled to be covered under any such scheme as it existed at the commencement of the Period Of Insurance, even though there may have been a change in the law during the Period Of Insurance;
 - c) would have been entitled to be covered under any such scheme if it were not for the application of any excess or deductible applying under the scheme;
 - d) would have been entitled to be covered under any such scheme had cover not been refused because You did not:
 - register Your Vehicle;
 - apply for cover under the scheme;
 - comply with a term or condition of the scheme;
- iii. while Your Registered Insured Vehicles is being loaded or unloaded, but not including passengers while getting onto or off a bus licensed to carry passengers for hire, fare or reward; or
- iv. any of Your Registered Insured Vehicles that are registered in the Northern Territory of Australia.

2.2 LIMIT OF LIABILITY – MAXIMUM AMOUNT PAYABLE UNDER SECTION TWO

The maximum amount We will pay in respect of all claims arising out of any one event is the Limit of Liability as shown on the Policy Schedule.

2.3 LEGAL COSTS

We will cover Your reasonable legal costs and expenses in defending or settling claims that are covered under Section 2.1 if You have Our agreement in writing. We pay this in addition to the Limit of Liability.

If a payment for compensation to finalise a claim made under Section 2.1 exceeds the Limit of Liability, Our liability to pay legal costs and expenses shall be limited to such proportion of the legal costs and expenses as the Limit of Liability bears to the amount actually paid or payable for compensation to finalise the claim.

2.4 ADDITIONAL BENEFITS APPLICABLE TO SECTION TWO

We give the following Additional Benefits automatically within the cover provided under Section Two of the Policy. Other than as amended, cover provided under these Additional Benefits is provided to the extent permitted by law and subject to and in accordance with the applicable Policy terms and conditions (including any Excesses, limits and exclusions).

2.4.1 Authorised drivers

Cover under Section Two of the Policy is extended to include any person driving, operating, using or in charge of any Insured Vehicle with Your permission as if they were You but only while they are driving, operating, using or in charge of an Insured Vehicle, provided that they are not entitled to indemnity under any other insurance or statute.

2.4.2 Automatic additions and deletions

In the event that You purchase or lease any additional or replacement Vehicle of a like kind or similar type and nature to a Registered Insured Vehicle during the Period of Insurance, such additional or replacement Vehicle will be deemed to be a Registered Insured Vehicle for up to a maximum of 30 days from the date of purchase or commencement of lease. The additional or replacement Vehicle must be registered for use on a public road in accordance with the requirements of the laws of any State or Territory.

You then have these 30 days from the date of purchase or commencement of the lease which to provide Us with details of such additional or replacement Vehicle including its registration number and request that it be added to the Insured Vehicles Listing as a variation to the Policy. Any variation We agree to may be subject to any additional Premium or terms We may require. We may not agree to agree to the variation if it is not on terms acceptable to Us.

Please note nothing prevents You from seeking a variation earlier if the automatic addition cover is in Your view not likely to be sufficient.

Cover under this Additional benefit ends from the earlier of the time the Insured Vehicle is added as a variation to the Policy or the end of 30 days from the date of purchase or commencement of lease.

2.4.3 Conditional registration

If Your Insured Vehicle or substitute Vehicle is unregistered but You have obtained the appropriate temporary or conditional permit or registration to use such unregistered Insured Vehicle or substitute Vehicle on a public road, We will treat such Vehicle as Your Registered Insured Vehicle, but only:

- a) while such temporary or conditional permit or registration remains current and valid;
- b) when used in full compliance with any conditions or restrictions imposed by such temporary or conditional permit or registration.

2.4.4 Dangerous Goods

Cover provided under Section Two of the Policy is extended to include Your legal liability to pay compensation

for accidental damage to property belonging to others occurring during the Period of Insurance and caused by an event in connection with or arising out of the transport of Dangerous Goods (other than any substance, article, goods, material or thing that falls within Class 7 Radioactive material under The Australian Code for the Transport of Dangerous Goods by Road and Rail) in or by any Registered Insured Vehicle by or on behalf of You provided that the Dangerous Goods are transported in accordance with the requirements of the most recent version of the Australian Code for the Transport of Dangerous Goods by Road and Rail.

No cover applies for any liability caused by, arising out of, in connection with or in respect of transport or carriage of any substance, article, goods, material or thing that falls within "Class 7 Radioactive material" under the most recent version of the Australian Code for the Transport of Dangerous Goods by Road and Rail.

The maximum amount We will pay under this Additional Benefit is \$1,000,000 any one event.

2.4.5 Passengers

Cover provided under Section Two of the Policy is extended to include legal liability to pay compensation in respect of accidental damage to property belonging to others occurring during the Period of Insurance and caused by any authorised passenger in or on or getting into or out of Your Registered Insured Vehicle.

Cover provided by this Additional Benefit does not apply to such passenger's liability to any other passenger of Your Registered Insured Vehicle.

2.4.6 Pollution clean up costs

Cover provided under Section Two of the Policy is extended to include Your legal liability to clean up or pay clean up costs following pollution or contamination of water, land or the atmosphere following an event covered under the Policy.

The maximum amount We will pay under this Additional Benefit is \$1,000,000 any one event.

This Additional Benefit does not override Exclusion 2.6.7.

2.4.7 Substitute Vehicle

In the event that Your Registered Insured Vehicle is being serviced, repaired or cannot be driven and You use another registered Vehicle not specified in the Policy Schedule as a substitute for Your Registered Insured Vehicle, We will treat such substitute registered Vehicle as if it were a Registered Insured Vehicle.

Cover under this Additional Benefit only applies if one substitute registered Vehicle is being used at any one time in place of Your Registered Insured Vehicle, the substitute registered Vehicle is not already covered under another insurance policy and the substitute registered Vehicle is not owned by You.

2.4.8 Your employer's or principal's liability

Cover provided under Section Two of the Policy is extended to include Your employer, principal or partner as if they were You but only in respect of legal liability attaching to them due to or caused by the operation or use of Your Registered Insured Vehicle in the performance of work or service by or on behalf of You for or to Your employer, principal or partner.

2.4.9 Your liability as principal

Any Vehicle, which is:

- a) not owned or supplied by You or hired to You; and
- b) is in the charge of, or is being driven by a person authorised to use such Vehicle on Your behalf in connection with Your business,

will be deemed a Registered Insured Vehicle.

2.5 OPTIONAL EXTENSION APPLICABLE TO SECTION TWO

You can request the following Optional Extension by making Your selection in the Application You give Us. This Optional Extension is not automatically granted.

If this Optional Extension is granted and You agree to pay any additional premium We may charge for granting of this Optional Extension, this Optional Extension will apply and the Policy Schedule will signify this by specifying this Optional Extension as being "operative" in the Optional Extension Table.

2.5.1 Dangerous Goods

Cover provided under Section Two of the Policy is extended to include Your legal liability to pay compensation for accidental damage to property belonging to others occurring during the Period of Insurance and caused by an event in connection with or arising out of the transport of Dangerous Goods in or by any Registered Insured Vehicle by or on behalf of You provided that the Dangerous Goods are transported in accordance with the requirements of the most recent version of the Australian Code for the Transport of Dangerous Goods by Road and Rail.

The maximum amount We will pay under this Optional Extension is the amount specified in the Optional Extensions Table in the Policy Schedule as "Applicable Sub-limit" against this Optional Extension 2.5.1, on an any one

event basis and is only in excess of the \$1,000,000 limit of liability provided for under the Additional Benefit: 2.4.4 Dangerous Goods.

EXCLUSIONS APPLICABLE TO THIS OPTIONAL EXTENSION

We will not cover any liability caused by, arising out of, in connection with or in respect of transport or carriage of any substance, article, goods, material or thing that falls within "Class 1 - Explosives", "Class 6 – Toxic Substances and Infectious Substances" or "Class 7 - Radioactive material" under the most recent version of the Australian Code for the Transport of Dangerous Goods by Road and Rail.

For the purpose of this Optional Extension only, Exclusion 2.6.4 applicable to Section Two of the Policy shall not apply to the extent of cover provided under this Optional Extension.

2.6 EXCLUSIONS APPLICABLE TO SECTION TWO – WHAT YOU ARE NOT INSURED AGAINST

"2.6 Exclusions Applicable to Section Two – What You are not insured against" applies to "Section Two: Third Party Liability (applicable to Registered Insured Vehicles only)" cover.

For Section Two cover only, to the extent permitted by law, We will not cover

2.6.1 Airside

any liability arising out of the use of Your Registered Insured Vehicle airside of or at an airfield.

2.6.2 Asbestos

any liability arising directly or indirectly from the existence, use, transportation, distribution, handling, mining and/or storage of asbestos or any material containing asbestos.

2.6.3 Assumed liability

any liability or obligation assumed by You under any contract, agreement or warranty which would not have otherwise arisen or been implied by law.

2.6.4 Dangerous goods

any legal liability caused by, arising out of, in connection with or in respect of transportation or carriage of any Dangerous Goods (other than as provided for by Additional Benefit 2.4.4 or Optional Extension 2.5.1, if applicable).

2.6.5 Fines, penalties, aggravated, punitive, exemplary or multiple damages

any liability to pay any fines, penalties, aggravated, punitive, exemplary or multiple damages.

2.6.6 Loss or damage or death or bodily injury outside Australia

any legal liability caused by, arising out of, in connection with or in respect of any:

- a) loss of or damage to property occurring outside the Commonwealth of Australia; or
- b) death of or bodily injury to any person occurring outside the Commonwealth of Australia.

2.6.7 Pollution

any legal liability caused by, arising out of, in connection with or in respect of pollution or contamination other than pollution or contamination caused by a sudden, identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place.

2.6.8 Property in Your physical or legal control or possession

any legal liability caused by, arising out of, in connection with or in respect of damage to:

- a) any property belonging to You or the driver of Your Registered Insured Vehicle ; or
- b) any property belonging to any other party (including any luggage and/or other personal belongings of any passenger of Your Registered Insured Vehicle) in Your or the driver's physical or legal control or possession, except for:
 - i. premises leased or rented to You; or
 - ii. Your employees' or visitors' Vehicles (including their contents) where such damage occurs whilst in a car park owned, operated or provided by You.

2.6.9 Tool of Trade

any legal liability caused by, arising out of, in connection with or in respect of Your Registered Insured Vehicle or any plant forming part of Your Registered Insured Vehicle being used as a tool, operating at any work site (except while Your Registered Insured Vehicle is travelling, transporting or carting goods or passengers).

2.6.10 Underground mine

any liability arising out of the use of Your Registered Insured Vehicle underground in any mining activity.

GENERAL CONDITIONS

If you do not meet the applicable Policy general conditions and specific conditions (other than the cancellation condition), we may cancel Your Policy and/or reduce or refuse to pay a claim, to the extent permitted by law and to the extent we are prejudiced by your noncompliance.

5.1 ADJUSTMENT OF PREMIUM ON RENEWAL

If We invite You to renew Your Policy, We will send You a renewal invitation. If You make any changes to your Policy after We send You Our renewal invitation, and We have agreed to continue to insure You, We'll send You an updated renewal invitation. You'll need to pay Us any additional premium to ensure Your cover is not affected.

A claim on your Policy may affect your renewal premium

If We send You a renewal invitation and the premium doesn't take into account a claim on Your Policy, You agree to pay Us any additional premium We would have charged if We had known about that claim.

If You tell Us about the claim before Your renewal takes effect and We agree to continue to insure You, We may apply specific conditions to Your Policy and/or recalculate Your renewal premium and send You an updated renewal invitation.

If Your Policy has already renewed, We may ask You for an additional premium. If You're paying in instalments, any remaining instalments will be adjusted to reflect the additional premium. If You've already paid Your renewal premium in full, You'll need to pay Us any additional premium to ensure Your cover is not affected. If You don't pay the additional premium by the due date then We may:

- a) deduct the outstanding premium amount from a claim payment; or
- b) cancel Your Policy (see 'Cancelling Your Policy').

If it was reasonable in the circumstances for You to be unaware that You had a claim until after We issued Your renewal invitation, We will not ask You to pay the additional premium for that renewal period however the claim may affect Your future renewal premiums and/or future policy conditions.

Please note We may have other rights under this Policy or as permitted by law, depending on the circumstances.

5.2 ALL PERSONS OR COMPANIES BOUND BY THIS POLICY AND ITS PROVISIONS

All persons or companies entitled to any benefit under the Policy are bound by the provisions of the Policy. To the extent permitted by law, We may refuse or reduce the amount payable for a claim if You or anyone entitled to any benefit under the Policy are in breach of any of the provisions of the Policy.

5.3 BREACH OF POLICY CONDITIONS

A breach or non-compliance with any Policy condition without the knowledge of You or Your responsible officer will not affect Your right to the cover under the Policy. However, where You or Your responsible officer becomes aware of such breach or non-compliance You must notify Us as soon as practically possible.

Breach or non-compliance with any Policy condition does not mean any act or omission that triggers any exclusion applicable to the Policy and this Automatic Extension does not apply to or affect in any way the operation of any exclusion applicable to the Policy.

5.4 CANCELLING YOUR POLICY

How You may cancel this Policy

- a) You may cancel this Policy at any time by telling Us in writing that You want to cancel it.
- b) Where there is more than one party forming part of You, We will only cancel the Policy when a written agreement to cancel the Policy is received from all parties forming part of You.

How We may cancel this Policy

- a) We may cancel the Policy in any of the circumstances permitted by law by informing You (or Your nominated agent who arranged this insurance) in writing.
- b) We may cancel the Policy pursuant to any right at law and as set out in the Insurance Contracts Act 1984 by giving the Insured written notice to that effect where You have:
 - i. failed to comply with the duty of utmost good faith;
 - ii. made a misrepresentation to Us during the negotiations for the Policy before We entered into the Policy;
 - iii. failed to comply with a provision of the Policy;
 - iv. failed to pay the premium or if You are paying the premium by instalments where an instalment is overdue for a period longer than 1 month;
 - v. made a fraudulent claim under the Policy or any other policy of insurance (whether with Us or some other insurer) that provided insurance cover during any part of the period during which the Policy provides insurance cover;
 - vi. failed to notify Us of any specific act or omission where notification is required under the terms of the Policy.
- c) We will give You (or Your nominated agent who arranged this insurance) this notice in person or send it to Your address (or the address of broker provider who arranged this insurance) last known to Us.

5.5 CHANGES TO INFORMATION PREVIOUSLY ADVISED

You must tell Us as soon as possible if any of the information on Your Policy Schedule is incorrect or has changed. For example You must tell Us if:

- any Insured Vehicle is replaced or sold;
- there is a change in the ownership of any Insured Vehicle;
- the address where any Insured Vehicle is usually kept changes, including changes to where it's usually stored;
- there is a change to how any Insured Vehicle is used;
- You want to list any other drivers who use the Insured Vehicle;
- You want to change the type of cover selected;
- You want to add or remove an optional benefit;
- You plan to modify any Insured Vehicle from the manufacturer's specifications to improve its performance, but only if the Insured Vehicle is a sedan, station wagon, panel van, 4x4 or a goods carrying vehicle;
- a non-standard accessory has been added.

If You don't tell Us, We may reduce or refuse to pay a claim.

When You tell us about something that has changed or request a change to Your policy, We will assess the change to the risk in accordance with Our underwriting rules and processes. If You request any change to cover (for example, You choose to add an optional benefit) and We agree to the change, We will issue a new Policy Schedule and ask You for any additional premium.

If an additional premium is required, the change to Your cover will only become effective when:

- if You're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
- You have paid the additional premium by the due date We give to you.

If You don't pay the additional premium by the due date then We will make reasonable efforts to contact You using the most recent contact details You provided to Us. If We don't receive payment of the additional premium owed, the change will not be effective and We will confirm this by issuing a replacement Policy Schedule.

If You request any change to cover and We don't agree to the change, then We will let you know and the policy will continue unchanged.

5.6 CHANGING YOUR POLICY

If You want to make a change to the Policy You need to ask Us and any change will only be:

- made if We agree to it in writing and You agree to pay any additional Premium We require; and
- effective from the time both of the above occur, unless specified otherwise in writing.

5.7 FINANCIER

If Your Insured Vehicle is security for any finance agreement, then:

- a) We have the right to make claim payments to the financier; and
- b) any payments made to the financier will satisfy Our obligation to You under the Policy for the amount paid.

5.8 GOVERNING LAW

All disputes arising out of or under the Policy will be subject to determination by any Court of jurisdiction within the Commonwealth of Australia according to the law applicable to the jurisdiction.

5.9 SENDING YOU DOCUMENTS

Documents relating to your insurance policy will be sent by post or email. Where you have been given the choice, they will be sent by your chosen delivery method and you can change your preference at any time.

It is your responsibility to make sure your contact details are current (including telephone number, email and mailing address where relevant) and you must update these as soon as they change.

5.10 OTHER INSURANCES COVERING THE SAME LOSS, DAMAGE OR LIABILITY

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss, damage or liability insured under your Policy.

If at the time of any event giving rise to a claim under the Policy there is any other insurance or indemnity covering the same loss, damage or liability You must notify Us of the existence of the other insurance or indemnity and You must provide all reasonable assistance to Us that We may require relevant to that insurance.

5.11 OTHER INTERESTS

You must tell us of the interest of all parties (e.g. financiers, lessors or owners) who You want to have access to the cover under your Policy relevant to their interest in the Insured Vehicle. We do not cover the interest of anyone other than in the Insured Vehicle unless you've told us about them and we've noted them on your Policy Schedule.

5.12 PROTECTION OF INSURED VEHICLES

You must take all reasonable precautions for the care, safety and protection of the Insured Vehicles covered under the Policy and comply with all statutory obligations, by-laws and regulations imposed by any public authority for the safety, use and storage of the Insured Vehicles.

5.13 CAR SHARING

Payment made by passengers, as part of a car sharing agreement for social or other similar purpose, including travelling to and from work, will not constitute the conveyance of passengers for hire, fare or reward provided that the total contribution received for the journey does not involve commercial use for profit.

5.14 WAIVER OF SUBROGATION

We will not seek recovery against the persons, parties, companies or firms forming part of You.

5.15 REFERENCES TO LEGISLATION

Legislation referenced in this Policy includes Subsequent Legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in Subsequent Legislation.

CLAIMS PROCEDURE AND CONDITIONS

The Excesses set out under "6.1 Excess – What You must pay if You make a claim" apply to all claims except where otherwise stated. The amount of any other Excess that applies to Your Policy will be shown on Your Policy Schedule.

6.1 EXCESS – WHAT YOU MUST PAY IF YOU MAKE A CLAIM

When You make a claim under the Policy, You have to contribute to the amount of the claim by paying or bearing an Excess or Excesses. There are three types of Excesses applicable under the Policy:

- a) Standard Excess;
- b) Age or Inexperienced Driver Excess; and
- c) Bodily Injury Excess.

These Excesses are explained below.

In the Policy, the amount of Excess(es) You must pay depends on:

- a) the Insured Vehicles that has suffered loss or damage (for Section One where applicable); or
- b) the Insured Vehicle involved in causing the damage and/or death or bodily injury (for Section Two where applicable).

Regardless of whether an Insured Vehicle has suffered loss or damage or is involved in causing damage to property belonging to others, only one Standard Excess (and Age or Inexperienced Driver Excess, if applicable) applies for each Insured Vehicle across both Sections of the Policy, subject to the exceptions detailed below:

- i. event causing death or bodily injury

In the event an Insured Vehicle is involved in an event that causes death or bodily injury, liability in respect of which cover is provided under Section Two (where applicable) and loss or damage to the Insured Vehicle which is covered under Section One (where applicable), You have to pay the Standard Excess (and Age or Inexperienced Driver Excess if applicable) applicable to the Insured Vehicle or the Bodily Injury Excess, whichever is the greater.

- ii. Vehicle collision causing loss or damage to two or more Insured Vehicles

In the event of the same Insured Vehicle collision causing loss of or damage to two or more Insured Vehicles, only one Standard Excess (and one Age or Inexperienced Driver Excess if applicable), being the highest applicable Standard Excess that applicable to any of the lost or damaged Insured Vehicles, will apply.

If We accept Your claim You must pay the total amount of the applicable Excesses either to Us or to the repairer. We will tell You to whom they must be paid. However, if Your Insured Vehicle is a Total Loss, We may deduct any Excesses that You must pay from any payment We make.

6.1.1 Standard Excess

The Excess for each Insured Vehicle is specified in the Policy Schedule.

However, depending on the Insured Vehicle and the age or experience of the driver operating or in charge of any Ancillary Insured Vehicle at the time of loss or damage or event, You may have to also pay the Age or Inexperienced Driver Excess in addition to the Standard Excess.

6.1.2 Age or Inexperienced Driver Excess

In addition to the Standard Excess, You will have to contribute an Age or Inexperienced Driver Excess if at the time of any accident, incident or Occurrence giving rise to a claim, Your Insured Vehicle is driven by a person who is:

- a) under the age of 21; or
- b) aged 21 but under the age of 25; or
- c) aged 25 or more but has not held an Australian driver's licence for two or more years for the type of Insured Vehicle being driven at the time of the incident.

The amount of the Age or Inexperienced Driver's Excess is shown on Your Policy Schedule. You will not have to contribute this Age or Inexperienced Driver Excess if the only damage to Your Insured Vehicle is a broken windscreen, or window glass, or caused by storm, hail damage or when parked.

6.1.3 Bodily Injury Excess

In the event of a valid claim for legal liability in respect of death or bodily injury under Section Two, You will have to contribute a Bodily Injury Excess as shown in the Policy Schedule. If Your Insured Vehicle was also lost or damaged in the same event that caused the death or bodily injury, You only have to contribute the Standard Excess applicable to the Insured Vehicle (and Age or Inexperienced Driver Excess, if applicable) or the Bodily Injury Excess, whichever is the greater. The Bodily Injury Excess shall not be cumulative with any other Excess.

6.1.4 When You will not have to pay an Excess

In the event that the total Excess(es) applicable to Your claim is \$5,000 or less, or Your Policy does not

include either an aggregate Excess or self insured claims handling agreement, You will not have to contribute any Excess towards a claim if:

- a) the accident which gave rise to the claim was totally the fault of the driver of another Vehicle (you may be able to help confirm this by providing a police report, expert reports, witness statements or photographs taken at the scene); and

- b) You are able to provide Us with the name and address of that driver or any other information that would reasonably allow us to identify the person so that we can exercise our rights of recovery.

We give this benefit only if we are allowed legally to recover the amount of any loss including any applicable excesses from the third party

Where the driver and/or owner of the other Vehicle disputes who was at fault You must pay or bear the applicable Excess(es) under this Policy. These Excess(es) will be refunded to You if We are successful in obtaining recovery from the other party.

6.2 REPAIR GUARANTEE

We'll guarantee the quality of workmanship and materials used in repairs We authorise and manage, for as long as You own or lease the Insured Vehicle.

This guarantee does not apply to damage due to lack of maintenance or wear and tear (such as faded or damaged paintwork caused by exposure to the elements).

If You have concerns about the repairs to Your Insured Vehicle You must:

- a) contact ABC; and
- b) allow Us to inspect Your Insured Vehicle and arrange any additional repairs that We agree with You are needed. We will not pay for any additional repairs We don't authorise.

If additional repairs are needed and it's not safe or economical to carry them out, Your Insured Vehicle will be assessed as a Total Loss. If this happens after Your Insured Vehicle is no longer insured with Us, We'll pay its Market Value, calculated at the time Your vehicle is assessed as a total loss.

6.3 WHAT YOU MUST DO AFTER AN ACCIDENT OR THEFT

If an incident, accident, or theft happens which may give rise to a claim, You must:

- a) take all reasonable steps to protect or safeguard Your Insured Vehicle from further loss, damage or theft;
- b) notify the police as soon as reasonably possible if Your Insured Vehicle or any of Your property is stolen or maliciously or intentionally damaged;
- c) tell Us or Your nominated agent as soon as reasonably practicable. You will be provided with a claim form and advice on what to do;
- d) supply Us with all relevant information We may reasonably require to settle or defend the claim;

- e) notify Us of any other insurance or indemnity covering the same loss, damage or liability;
- f) give Us all reasonable help and relevant information that We request, which may include attending court to give evidence. You must do this even if We have paid Your claim because We may try to recover Our payment to You from the responsible person or We may want to defend a claim made against You;
- g) provide to Us full details in writing as soon as reasonably practicable after the happening of any incident, accident or theft which may become the subject of a claim under the Policy;
- h) send to Us as soon as reasonably possible any letter or communication from other parties;
- i) tell Us as soon as reasonably possible of any notice of impending prosecution or details of any inquest or official inquiry; and
- j) give all relevant information and reasonable assistance We may require to handle any claim that You make under the Policy.

If in doubt at any time, ring Us or Your nominated agent.

6.4 WHAT YOU MUST NOT DO AFTER AN ACCIDENT OR THEFT

In the event of an accident or theft that may give rise to a claim, You must not:

- a) authorise repairs to or arrange replacement of any of the property insured in connection with any claim without Our consent, other than emergency repairs as set out in 1.3.3 above that are necessary to prevent further loss. Your claim is accepted, We will pay for these repairs, but You must retain receipts; or other evidence of the costs incurred;
- b) admit liability if an incident occurs which is likely to result in someone claiming against You; and
- c) make any admission of guilt or promise or offer of payment in connection with any such claim, unless

We first agree in writing. This applies to You or any other person making a claim under the Policy.

6.5 CLAIMS ADMINISTRATION, GOING TO COURT, RECOVERY ACTION AND LEGAL LIABILITY CLAIMS

If You suffer loss or damage due to an incident for which someone else is responsible, You may have a legal right to recover some or all of the loss or damage from that person, including by taking legal action against them. When We pay a claim under Your Policy, We have the right to exercise Your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When We do any of these things in Your name, it will be at Our expense, however You'll need to give Us reasonable assistance. This may include following Our directions in relation to the conduct of any legal proceedings even after a claim has been paid. You must not enter into any agreement with anyone else which could limit the amount that could be recovered, including joining class action proceedings, without Our permission.

When We pay a claim and some of Your loss isn't covered by Your Policy, We may offer to try to recover that loss for You when We take any steps to recover the covered loss. We can only do so if You agree to give Us documents and statements that support Your loss and agree with Us on how We'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for You, We need to take additional steps that We wouldn't otherwise need to take.

If We successfully recover more than We paid for Your claim under Your Policy, We will first keep the amount We paid for Your claim and the amounts We paid in administrative and legal costs spent towards making the recovery. If there is any amount remaining after this, We will pay You the remainder to compensate You for loss that was not insured. Finally, We will keep any remaining amounts.

If You've received a benefit under Your Policy that You were not entitled to, We reserve the right to recover from You the amount We have paid. If We decline a claim for fraud, We reserve the right to recover any amounts We pay to You under the policy as well as Our reasonable administration, investigation and legal costs from anyone at fault in relation to the fraud.

When We cover You for a legal liability claim, We may:

- a) arrange for a lawyer to represent you or we may act on your behalf;
- b) attempt to settle the claim; and/or
- c) defend the claim.

We will decide whether to defend or settle the claim and how much to pay to settle the claim.

SURA Australian Bus and Coach acts as an agent for QBE Insurance (Australia) Ltd ABN 78 003 191 035 AFSL 239545 and is authorised to arrange, enter into/ bind and administer this insurance on their behalf.

SURA Australian Bus and Coach is a trading name of SURA Pty Ltd ABN 36 115 672 350 AFSL 294313.

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SURA Australian Bus and Coach supports positive initiatives for our environment.

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