

# S U R A AUSTRALIAN BUS AND COACH

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# ABOUT THIS PRODUCT DISCLOSURE STATEMENT

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## 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 in pages 14–15 of Part Two: Policy Terms and Conditions.

## PART ONE: IMPORTANT INFORMATION

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 the significant benefits and risks associated with this Policy (You should refer to Part Two Policy Terms and Conditions for full details).

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 Policy Terms and Conditions, which detail all the Terms, Conditions and Exclusions relating to the Policy. It is Part Two which forms part of Your legal contract with Us.

If We issue You with a Policy, You will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to Your cover, and also lists the Insured Vehicles covered under this Policy under the Insured Vehicle Listing that forms part of the Policy Schedule, the Policy Schedule must be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Policy Schedule We send to You are evidence of Your legal contract with Us so please keep them in a safe place for future reference.

If You require further information about this Policy, please contact Your financial services provider.

If You want more information about any part of Your Policy, please ask Us, or Your financial services provider.

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

You should keep Your Policy booklet and Policy Schedule 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 broker or SURA Australian Bus and Coach.

### Our contact details are:

Level 14, 141 Walker Street  
North Sydney NSW 2060  
Telephone: 02 9930 9500  
Facsimile: 02 9930 9501

## ABOUT THE INSURERS

This insurance is underwritten by QBE Insurance (Australia) Limited (QBE) ABN 78 003 191 035 AFSL 239545 authorised Australian insurers, regulated by the Australian Prudential Regulation Authority ('APRA').

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the largest insurers and reinsurers in the world.

### QBE's contact details are:

Level 5, 2 Park Street  
Sydney NSW 2000  
Telephone: 02 8275 9999

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

The PDS and Policy are issued by QBE Insurance (Australia) Limited.

Other documents may form part of the PDS and Policy. Any such documents will be dated and will include a statement identifying them as part of the PDS and Policy. 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.

## PART ONE – IMPORTANT INFORMATION

### SIGNIFICANT FEATURES AND BENEFITS

Features and benefits of this Policy depend on which Section(s) of the Policy You effect.

#### Cover sections

There are two Sections of this Policy.

- 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 the Policy Terms and Conditions.

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) You have selected, and We have agreed to cover.

### AUTOMATIC EXTENSIONS

There are Automatic Extensions to the cover given.

Automatic Extensions are extensions that automatically expand upon the cover given in each of the Sections of this Policy. Some of these extensions may cover things:

- a) that are otherwise specifically excluded under the Policy; or
- b) that are otherwise outside the scope of cover;

but usually with a lower sub-limit (than the Sum Insured or Limit Of Liability). As these are included in the standard cover automatically, they are not specifically shown in the Policy Schedule.

The scope of cover provided by each Automatic Extension is detailed in the Policy Terms and Conditions.

### AUTOMATIC EXTENSIONS 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
  - 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:
  - of Bus, Coach or truck less than 12 months old;
  - 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 – reasonable 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.

## AUTOMATIC EXTENSIONS 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.

## AUTOMATIC EXTENSIONS 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".

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 Automatic Extension 2.4.4)

## THE POLICY DOES NOT COVER CERTAIN THINGS

Claims may be refused in certain circumstances. A brief summary of 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 the policy terms and conditions. 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:

- if Your Insured Vehicle is being driven by or in charge of a person over the age of eighty (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 You can prove that the greater load or number of passengers did not cause or contribute to the loss, damage or liability.
- in anyway connected with or in respect of radioactivity, nuclear fuel, nuclear material or nuclear waste.
- in anyway 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 You can prove that 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:
  - 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;
  - whose faculties are impaired by drugs or intoxicating liquor;
  - whose blood alcohol reading exceeds the legal limit;
  - 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 can prove 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 anyway connected with or in respect of:
  - 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;
  - 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 Automatic Extension 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 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, road 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 Automatic Extension 2.4.4 or Optional Extension 2.5.1 (if effected).
- 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:
  - any property belonging to You or the driver of Your Registered Insured Vehicle;
  - 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 car park.

**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 PDS and the Policy Terms and Conditions carefully. Please ask Your financial services provider 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, 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 loss of or damage to Your Insured Vehicle;

whichever is the lesser.

**Overdue premium**

You must pay Your premium on time. Otherwise, Your Policy may not operate.

If You have not paid by the due date or Your payment is dishonoured, this Policy will not operate and there will be no cover.

**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 if:

- a) You do not comply with the Policy conditions;
- b) You do not comply with Your Duty of Disclosure; or
- c) 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 of:

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

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

When calculating Your premium, We take a range of rating factors into account. These factors, and the degree to which they affect Your premium, will depend upon the information You provide to Us.

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

- a) which Section(s) of this Policy is to be effected;
- b) the make, model and type of the Insured Vehicles;
- c) the value of the Insured Vehicle;
- d) the places where the Insured Vehicles are garaged;
- e) previous insurance and claims history of You; and
- f) the purpose for which the Insured Vehicles are to be used.

## YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty to tell Us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

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

You do not need to tell us anything that:

- a) reduces the risk we insure you for;
- b) or is common knowledge;
- c) or we know or should know as an insurer;
- d) or we waive your duty to tell us about.

### If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

## PRIVACY STATEMENT

In this Privacy Statement the use of We, Our or Us means 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:

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

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

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

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

We will protect Your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure and alteration. Some

of the safeguards that We use are firewalls and data encryption, physical access controls to Our data centres, and information access authorisation controls.

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

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

If You do not provide the personal information requested and/or do not provide Us with Your consent to the use and disclosure of Your personal information as set out in this Privacy Statement, Your insurance application may not be accepted, or We may not be able to administer Your Policy, or You may be in breach of Your duty of disclosure, the consequences of which are set out under the heading Duty of Disclosure in this document.

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

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

A copy of SURA's full Privacy Policy is located at [www.sura.com.au](http://www.sura.com.au)

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

## THE GENERAL INSURANCE CODE OF PRACTICE

We proudly support the General Insurance Code of Practice (the 'Code'). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

For further information on the Code, please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or alternatively you can request a brochure on the Code from SURA ABC.

## FINANCIAL CLAIMS SCHEME

This Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent You may be entitled to access the FCS, provided You meet the eligibility criteria.

More information may be obtained from FCS.

### Contact details:

Online: [www.fcs.gov.au](http://www.fcs.gov.au)

Telephone: 1300 558 849

(Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).

Calls from mobiles, public telephones or hotel rooms may attract additional charges.

## HOW TO MAKE A CLAIM

Please contact Your financial services provider to make a claim. 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.

## DISPUTE RESOLUTION PROCESS

We view seriously any complaint made about Our products or services and will deal with it promptly and fairly.

If You have a complaint please first try to resolve it by contacting the relevant member of Our staff.

If the matter is still not resolved, please then contact Our Internal Disputes Resolution Officer on (02) 9930 9500, or by email at [IDR@SURA.com.au](mailto:IDR@SURA.com.au) or by writing to Us at the address for SURA given above. They will seek to resolve the matter in accordance with the General Insurance Code of Practice and Our Dispute Resolution procedures.

You can contact Us if You want more information on Our procedures.

If You are a natural person or a small business, and You are not satisfied with the final decision, You may wish to contact the Australian Financial Complaints Authority (AFCA). The AFCA is a free independent external disputes resolution service provided to customers to review and resolve complaints where We have been unable to satisfy Your concerns.

For further details You can visit their website at [www.afca.org.au](http://www.afca.org.au) or contact them:

**Australian Financial Complaints Authority**  
PO Box 3  
Melbourne, VIC, 3001  
Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)

## 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.

## CANCELLING YOUR POLICY

### How You may cancel this Policy

You may cancel this Policy at any time by telling Us in writing that You want to cancel it. You can do this by giving the notice to Your financial services provider.

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

We may cancel this Policy in any of the circumstances permitted by law by informing You (or Your financial services provider who arranged this insurance) in writing.

We will give You (or Your financial services provider who arranged this insurance) this notice in person or send it to Your address (or the address of Your financial services provider who arranged this insurance) last known to Us.

### The premium

In the event of cancellation, We will refund to You the proportion of the premium for the remaining Period Of Insurance.

## COOLING OFF

If You are not completely satisfied with Your Policy, You may cancel it by notifying Us in writing within 21 days of insurance having commenced. If You do so, You will receive a refund of any amount You have paid unless We have already been asked to issue a Certificate of Currency or something has occurred for which a claim may become payable under this insurance. 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.

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.

## PREVENTING OUR RIGHT OF RECOVERY

If You have agreed not to seek compensation from another person or entity who is liable to compensate You for any loss, damage or liability which is covered by this Policy We will not cover You under this Policy for that loss, damage or liability.

## PART TWO – POLICY TERMS AND CONDITIONS

### OUR AGREEMENT WITH YOU

This Policy is a legal contract between You and Us. You pay Us the premium, and We provide You with the cover You have chosen as set out in the Policy, during the Period Of Insurance shown on Your Policy Schedule or any renewal period.

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.

The exclusions in:

- a) “1.4 Exclusions Applicable to Section One – What You are not insured against” apply to “Section One: Own Damage” of this Policy;
- b) “2.6 Exclusions Applicable to Section Two – What You are not insured against” apply to “Section Two: Third Party Liability (applicable to Registered Insured Vehicles only)” of this Policy; and
- c) “General Exclusions Applicable to Sections One and Two” apply to the whole Policy.

### COVER COMES TO AN END FOLLOWING TOTAL LOSS

If We declare Your Insured Vehicle a Total Loss and pay You the Sum Insured, Market Value or replace Your Insured Vehicle, then the Policy will come to an end and You will no longer have any cover. This means You will not be entitled to make any further claim under this Policy and:

- a) Where the premium has been paid in full for the Period Of Insurance there will be no refund of any premium; or
- b) Where the premium is paid by instalments, We are entitled to deduct from any claim paid or payable, the balance of the unpaid premium or instalments of premium.

Where this 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.

Where We replace Your Insured Vehicle with a new Vehicle, as set out in Automatic Extensions “1.3.9 New Vehicle replacement for Buses, Coaches or trucks” and “1.3.10 New Vehicle replacement for other Insured Vehicles” applicable to Section One of this Policy, and You choose to insure it with Us and We accept the risk, a pro rata premium is payable.

### PROVIDING PROOF

So that Your claim can be assessed quickly, You should keep:

- a) all receipts or other confirmation of the purchase of Your Insured Vehicle and any accessories, and
- b) all service and repair records.

We may ask You for these if You make a claim.

### 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 this Policy for the amount paid.

### HOW YOU CAN PAY YOUR PREMIUM

You can pay Your premium (and applicable taxes and charges) in one single payment by cash, cheque, credit card or EFTPOS. You must pay Your premium by the due date. If We do not receive Your premium by this date or Your payment is dishonoured this Policy will not operate and there will be no cover.

## HOW GOODS AND SERVICES TAX AFFECTS ANY PAYMENTS WE MAKE

The amount of premium payable by You for this 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 this Policy including GST.
- b) registered for GST, We will pay the Sum Insured/Limit Of Liability or other limits applicable to this 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 this 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 settlement of the 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.

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 and related legislation as amended from time to time.

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

## GENERAL DEFINITIONS APPLICABLE TO THIS POLICY

Some key words and terms used in this Policy have a special meaning (Defined Terms). These Defined Terms will appear with capital letters in this Policy. These Defined Terms are listed below and mean what is set out below when used anywhere in this Policy.

### 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 as defined in accordance with state and territory transport standards.

### COACH

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

### EXCESS

means the amount specified in the Policy Schedule or as separately detailed in any Automatic Extension, which is payable by You when You make a claim under Your Policy. 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 this Policy as specified in the Policy Schedule.

### POLICY

means this document, the current Policy Schedule and any memoranda affixed, or any future endorsement or document that We have issued amending any aspect of the cover or the interest insured.

### POLICY SCHEDULE

means the document We give You which has been numbered and issued by or on behalf of Us that attaches to and forms part of Your Policy.

**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**

Some key words and terms used in Section One of this Policy have a special meaning (Defined Terms). These Defined Terms will appear with capital letters in this Policy. These Defined Terms are listed below and mean what is set out below when used in Section One of this Policy.

**ACCESSORIES**

means accessories, tools, spare parts and/or equipment installed in, fitted in or within an Insured Vehicle, and are declared to Us or included in Your declaration of Sum Insured for each Insured Vehicle.

**MARKET VALUE**

means the cash value of a Vehicle of the same age, type and condition as Your Insured Vehicle, but excluding costs and charges for registration, compulsory third party insurance, stamp duty transfers and any dealer warranty costs.

**SUM INSURED**

means the applicable sum insured shown in the Policy Schedule.

**TOTAL LOSS**

Your Insured Vehicle will be declared 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) Your Insured Vehicle is stolen and not recovered within a reasonable period of time.

Both a) and b) above will be determined by Us.

**DEFINITIONS APPLICABLE TO SECTION TWO OF THIS POLICY**

Some key words and terms used in Section Two of this Policy have a special meaning (Defined Terms). These Defined Terms will appear with capital letters in this Policy. These Defined Terms are listed below and mean what is set out below when used in Section Two of this Policy.

**DANGEROUS GOODS**

means goods as defined by 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).

## SECTION ONE – OWN DAMAGE

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

### 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. However, no cover is provided under Section One of this Policy for or in respect of any Insured Vehicle that is covered for Section Two of this Policy only.

### 1.2 CLAIMS SETTLEMENT – WHAT WE WILL PAY

#### 1.2.1 Basis of Settlement

We will, at Our option, 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.

#### 1.2.2 Salvage

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

If We do not take possession of Your damaged Insured Vehicle, You cannot abandon Your responsibilities for it.

#### 1.2.3 Unavailable Parts

In the event of an incident covered under this Policy, should any part of Your Insured Vehicle and/or other insured property become unavailable in Australia, We will reimburse You, in accordance with the basis of settlement under ‘What WE will pay – Basis of Settlement’, but in no circumstances will We be liable for more than the cost of the parts plus the cost of freighting such parts by sea transport.

Should the cost of these parts plus the cost of the repairs exceed the Sum Insured or Market Value, whichever is the lesser, We reserve the right to declare the Insured Vehicle a Total Loss.

### 1.3 AUTOMATIC EXTENSIONS APPLICABLE TO SECTION ONE

We give the following Automatic Extensions automatically within the cover provided under Section One of this Policy. Other than as amended, cover provided under these Automatic Extensions is otherwise subject to the terms, conditions, exclusions, definitions and Limit Of Liability applicable to this Policy.

#### 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 thirty (30) days from the date of purchase or commencement of lease.

Our maximum liability under this Automatic Extension is limited to:

- a) \$800,000 for each such additional or replacement Vehicle; or
- b) the Market Value of such additional or replacement Vehicle at the time of loss or damage;

whichever is the lesser amount.

You then have these thirty (30) days within which to provide Us with details of such additional or replacement Vehicle, including the Sum Insured for such Vehicle, at which time, such Vehicle will be added to the Insured Vehicles Listing as long as it is acceptable to Us and You pay any additional premium We may require.

If You do not advise Us within thirty (30) days of purchase or commencement of lease, then no coverage is available for such additional or replacement Vehicle beyond thirty (30) days from the date of purchase or commencement of lease.

#### 1.3.2 Cost of repatriating Your driver following theft or accident

If a claim has been accepted by Us under Section One of this Policy, We will cover You up to a maximum of \$5,000 for the reasonable 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 provided:

- a) the loss or damage was covered under this Policy, and
- b) 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
- c) Your Insured Vehicle was being used in connection with Your business.

### 1.3.3 Emergency Mitigation Costs

In the case of an emergency, We give You the authority to arrange, on Our behalf and at a reasonable cost, 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 gave rise to a claim that has been accepted by Us under Section One of this Policy, We will pay the transportation costs of the 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 and for which a claim has been accepted by Us under Section One of this 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 Automatic Extension 1.3.5 does not apply to Ancillary Insured Vehicles.

### 1.3.6 Lease, Hire Purchase or Financial Agreement payout

In the event that a claim has been accepted by Us under Section One of this Policy and:

- a) Your Insured Vehicle is declared a Total Loss;
- 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.

For the purpose of this Automatic Extension, the words 'Total Loss Amount' means the Market Value (at the time of loss or damage) or Sum Insured of Your Insured Vehicle, whichever is the lesser.

### 1.3.7 Locks and Keys

If Your keys are lost, destroyed or damaged, or if there are 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 as covered under the Policy.

Our liability under this Automatic Extension 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

If Your Insured Vehicle is being transported by sea between Australian ports, We will cover You for Your contribution for Your Insured Vehicle if 'general average' is declared.

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

**1.3.9 New Vehicle replacement for Buses, Coaches or trucks**

Notwithstanding clause 1.2.1 "Basis of Settlement" applicable to Section One of this Policy, 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 so long as it is available in Australia and:

- a) Your Insured Vehicle is a Total Loss;
- b) You purchased it new from the manufacturer or their dealer;
- 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;
- e) adequacy of Sum Insured.

If a new replacement Vehicle is not available in Australia, We will replace Your Insured Vehicle with the nearest equivalent Vehicle available, so long as it 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.

If an Excess is applicable it is payable to Us before We replace Your Insured Vehicle.

We also pay the 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 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, such new Vehicle will be specified in the Policy Schedule and will then become an Insured Vehicle and We will charge You a pro rata premium from the date of acceptance to the expiry date of the Period Of Insurance.

**1.3.10 New Vehicle replacement for other Vehicles.**

Notwithstanding clause 1.2.1 "Basis of Settlement" applicable to Section One of this Policy, 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;
- b) You purchased it new from the manufacturer or their dealer;
- c) Your Insured Vehicle is less than 24 months old from when it was first registered;
- d) where Your Insured Vehicle is financed, Your financier has given Us written consent; and
- e) adequacy of Sum Insured.

If a new replacement Vehicle is not available in Australia, We will replace Your Insured Vehicle with the nearest equivalent Vehicle available, so long as it 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.

If an Excess is applicable it is payable to Us before We replace Your Insured Vehicle.

We also pay the 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.

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

**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;
- ii. an Excess of \$2,500 will apply to each and every event giving rise to a claim; and
- iii. the amount of Excess will be increased by 100% if the event giving rise to the claim occurs while any tipping hoist is fully or partially raised.

Our maximum liability under this Automatic Extension is limited to \$75,000 or market value, whichever is the lesser, in total any one accident.

**1.3.12 Passenger's baggage**

If a claim has been accepted by Us under Section One of this 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 Your passenger's baggage is damaged or stolen from within Your Insured Vehicle, We will either replace or repair or pay for the cost of repairing or replacing such lost or damaged passenger's baggage.

You will be responsible for paying the first \$250 of loss or damage any one event, as Excess applying to cover under this Automatic Extension.

The maximum amount We will pay under this Automatic Extension is:

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

Cover provided under this Automatic Extension 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 within 24 hours of the loss or damage;

- 3. of or to any baggage, which the passenger themselves did not take with them on the same journey as themselves;
- 4. of or to any baggage, which the passenger themselves loaded into the luggage bins of the Bus or Coach;
- 5. if the passenger's baggage is otherwise insured in any way.

**1.3.13 Personal property belonging to You or Your employee**

If a claim has been accepted by Us under Section One of this Policy, We will cover loss of or damage to tools, wearing apparel and personal property belonging to You or Your employee while contained in Your lost or damaged Insured Vehicle provided:

- a) money, securities, jewellery and furs are excluded from this cover; and
- b) the maximum amount We will pay is limited to \$2,000 any one Insured Vehicle.

In the case of stolen articles, the loss must be reported to the nearest police station within 24 hours.

We will not pay if the tools, wearing apparel and personal belongings are already covered by other insurance or the loss is not reported to the police within the required time frame.

**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.

**1.3.15 Redelivery**

If a claim has been accepted by Us under Section One of this Policy, We will cover You for the reasonable costs of returning Your Insured Vehicle to its normal parked address, following repairs to Your Insured Vehicle provided that:

- a) the repairs were required following loss or damage covered under this Policy; 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, for which a claim has been accepted by Us under Section One of this Policy, also necessitates Your incurring of reasonable costs to clean up and remove any Insured Vehicle debris, We agree to cover You for such reasonable costs incurred up to a maximum of \$50,000 for each loss or damage.

Cover provided by this Automatic Extension is limited to reasonable costs to clean up and remove any Insured Vehicle debris but not costs to clean up or remove any goods falling from any Insured Vehicle.

#### 1.3.17 Signwriting

If a claim has been accepted by Us under Section One of this Policy, We will cover You for the reasonable 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 Automatic Extension only applies if:

- a) one substitute Vehicle is being used at any one time in place of Your Insured Vehicle;
- b) the substitute Vehicle is not already covered under another insurance policy; and
- c) the substitute Vehicle is not owned by You.

#### 1.3.19 Towing Costs

If a claim has been accepted by Us under Section One of this Policy, We will cover the costs of towing Your Insured Vehicle, plus the reasonable cost of protecting Your Insured Vehicle, to the nearest repairer or place of safety.

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

Cover provided under Section One of this Policy shall not apply with respect to:

#### 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 Automatic Extension 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, road punctures, cuts or bursting unless caused as a result of an accident covered under this 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.

#### For the sake of clarity

- 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; and
- ii. 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.

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.

#### 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.

### 2.3 LEGAL COSTS

We will cover Your reasonable legal costs and expenses in defending or settling claims 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 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 AUTOMATIC EXTENSIONS APPLICABLE TO SECTION TWO

We give the following Automatic Extensions automatically within the cover provided under Section Two of this Policy. Other than as amended, cover provided under these Automatic Extensions is otherwise subject to the terms, conditions, exclusions, definitions and Limit Of Liability applicable to Section Two of this Policy.

### 2.4.1 Authorised drivers

Cover under Section Two of this 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 whilst 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 during the Period Of Insurance any additional or replacement Vehicle of a like kind or similar type and nature to a Registered Insured Vehicle, such additional or replacement Vehicle, if registered for use on a public road in accordance with the requirements of the laws of any State or Territory, will be deemed to be a Registered Insured Vehicle for up to a maximum of thirty (30) days from the date of purchase or commencement of lease.

You then have these thirty (30) days within which to provide Us with details of such additional or replacement Vehicle including its registration number, at which time, such Vehicle will be added to the Insured Vehicles Listing as long as it is acceptable to Us and You pay any additional premium We may require.

If You do not advise Us within thirty (30) days of purchase or commencement of lease, then no coverage is available for such additional or replacement Vehicle beyond thirty (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) whilst 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 this 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) 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 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 Australian Code for the Transport of Dangerous Goods by Road and Rail.

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

### 2.4.5 Passengers

Cover provided under Section Two of this 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 Automatic Extension does not apply to such passenger's liability to any other passenger of Your Registered Insured Vehicle.

### 2.4.6 Pollution clean up costs

If there is no other indemnity available under this Policy, notwithstanding Exclusion 2.6.7 applicable to Section Two of this Policy, cover provided under Section Two of this 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 Automatic Extension is \$1,000,000 any one event.

#### 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 Automatic Extension only applies if:

- a) one substitute registered Vehicle is being used at any one time in place of Your Registered Insured Vehicle ;
- b) the substitute registered Vehicle is not already covered under another insurance policy; and
- c) 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 this 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, but only whilst it 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.

### 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 We agree to grant this Optional Extension You have requested and You agree to pay any additional premium We may charge for granting of this Optional Extension, this Optional Extension will be effected and the Policy Schedule will signify this by specifying this Optional Extension as being "operative" in the Optional Extension Table.

Other than as amended, cover provided under this Optional Extension effected is otherwise subject to the terms, conditions, exclusions, definitions applicable to this Policy.

#### 2.5.1 Dangerous Goods

Notwithstanding Exclusion 2.6.4 applicable to Section Two of this Policy, cover provided under Section Two of this 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 Classes, 1, 6 or 7 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 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 1 - Explosives", "Class 6 – Toxic and Infectious Substances" or "Class 7 - Radioactive material" under 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.

However, any indemnity provided under this Optional Extension only applies in excess of and after exhaustion of the indemnity available under Automatic Extension 2.4.4 Dangerous Goods.

For the purpose of this Optional Extension only, Exclusion 2.6.4 applicable to Section Two of this 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

Cover provided under Section Two of this Policy shall not apply to:

#### 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 Automatic Extension 2.4.4 or Optional Extension 2.5.1, if effected).

**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.

# AUTOMATIC EXTENSIONS AND GENERAL CONDITIONS (APPLICABLE TO SECTIONS ONE AND TWO)

## AUTOMATIC EXTENSIONS APPLICABLE TO SECTIONS ONE AND TWO

We give the following Automatic Extensions automatically within the cover provided under Sections One and Two of this Policy. Other than as amended, cover provided under these Automatic Extensions is otherwise subject to the terms, conditions, exclusions and definitions including Sums Insured and Limit Of Liability applicable to this Policy.

### 3.1 BREACH OF POLICY CONDITIONS

Notwithstanding General Condition 5.2 applicable to this Policy, 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 this Policy. However where You or Your responsible officer becomes aware of such breach or non-compliance You will notify Us immediately. If the risk is acceptable to Us, We will insure it for the remainder of the Period Of Insurance and You will pay any extra premium We may require and comply with any additional conditions We may impose.

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

### 3.2 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.

### 3.3 WAIVER OF SUBROGATION

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

## GENERAL EXCLUSIONS APPLICABLE TO SECTIONS ONE AND TWO

Cover provided under this Policy shall not apply to:

### 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 eighty (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 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;

if You:

- i. carry or tow a load; or
- ii. carry a number of passengers

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

However We will cover You if You prove that the loss, damage or liability was not caused by or contributed to by any such greater load or number of passengers.

#### 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 resulting from 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;

if Your Insured Vehicle is used in an unsafe or unroadworthy condition unless such condition could not reasonably be detected by You.

This exclusion will not apply if You prove that the loss, damage or liability was not caused or contributed to by such unsafe or unroadworthy condition.

#### 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 an incidental movement of Your Insured Vehicle within Your premises for the purposes of servicing, repair or maintenance;
- ii. any person whose facilities 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.

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However We will cover You if You have allowed another person to drive Your Insured Vehicle and You can prove that You were not aware that Your Insured Vehicle was being driven by or in charge of that person when they were so affected or unlicensed.

#### **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**

You are not insured under any section of this policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America, or any local autonomous sanctions.

## GENERAL CONDITIONS APPLICABLE TO THIS POLICY

### 5.1 ACCIDENTS/LOSSES AFFECT YOUR RENEWAL PREMIUM

When calculating Your renewal premium all claims that occur during the Period Of Insurance will affect the coming year's renewal premium.

In addition, if You report an incident or loss after We have advised renewal terms We reserve the right:

- a) to revise Our renewal terms;
- b) where the Policy has been renewed and a claim has been reported that occurred in the previous policy period, to charge any additional premium relative to the reported loss; or
- c) where the Policy has been renewed, to reduce the policy period for the new policy replacing this Policy in proportion to the amount due if that additional amount is not paid within 28 days of notification.

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

All persons or companies entitled to any benefit under this Policy are bound by the provisions of this Policy. We may refuse a claim if You or any of them are in breach of any of the provisions of this Policy including any endorsements noted or attached to the Policy Schedule.

### 5.3 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 this Policy in any of the circumstances permitted by law by informing You (or Your financial services provider who arranged this insurance) in writing.
- b) We will give You (or Your financial services provider who arranged this insurance) this notice in person or send it to Your address (or the address of Your financial services provider who arranged this insurance) last known to Us.

#### The Premium

We will refund to You the proportion of the premium for the remaining Period Of Insurance.

### 5.4 CHANGES TO INFORMATION PREVIOUSLY ADVISED

You must tell Us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or liability.

You must tell Us immediately if there is any change:

- a) to the names of the owner(s) of any Insured Vehicle;
- b) of use of any Insured Vehicle; or
- c) by way of modification, to the manufacturer's specifications to improve any Insured Vehicle's performance, but only if such Insured Vehicle is a sedan, station wagon, 4x4 or a goods carrying Vehicle.

### 5.5 CHANGING YOUR POLICY

If You want to make a change to this Policy, the change becomes effective when:

- We agree to it; and
- We give You a new Policy Schedule detailing the change.

### 5.6 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 this Policy for the amount paid.

### 5.7 GOVERNING LAW

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

### 5.8 NOTICES

Any notice We give You will be in writing, and it will be effective:

- a) if it is delivered to You (or Your financial services provider who arranged this insurance) personally; or
- b) if it is delivered or posted to Your address (or address of Your financial services provider who arranged this insurance) last known to Us.

It is important for You to tell Us of any change of address as soon as possible.

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### **5.9 OTHER INSURANCES COVERING THE SAME LOSS, DAMAGE OR LIABILITY**

If at the time of any event giving rise to a claim under this Policy there is any other insurance or indemnity covering the same loss, damage or liability You must notify Us of the other insurance or indemnity and You must render all reasonable assistance to Us in order that We may obtain a rateable recovery from the other insurer or party.

### **5.10 OTHER INTERESTS**

You must not transfer any interests in this Policy without Our written consent.

Any person whose interests You have told Us about and We have noted on Your Policy Schedule is bound by the terms of this Policy.

### **5.11 PROTECTION OF INSURED VEHICLES**

You must take all reasonable precautions for the care, safety and protection of the Insured Vehicles covered under this 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.

# CLAIMS PROCEDURE AND CONDITIONS (APPLICABLE TO THIS POLICY)

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

When You make a claim under this Policy, You have to contribute to the amount of the claim by paying an Excess or Excesses. There are three (3) types of Excesses applicable under this Policy. These are:

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

These Excesses are explained below.

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

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

Regardless of whether an Insured Vehicle has suffered loss or damage or is involved in causing damage to property belonging to others, one Standard Excess (and Age or Inexperienced Driver Excess, if applicable) per each Insured Vehicle applies across both Sections of this Policy. Exceptions to this are 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 is covered under Section Two of this Policy, and loss or damage to the Insured Vehicle covered under Section One of this Policy, 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 (2) or more Insured Vehicles
 

In the event of the same Vehicle collision causing loss of or damage to two (2) or more Insured Vehicles, only one Standard Excess (and one Age or Inexperienced Driver Excess, if applicable), being the highest applicable Standard Excess amongst 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

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 claim for legal liability in respect of death or bodily injury, 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) You can satisfy Us that the accident which gave rise to the claim was totally the fault of the driver of another Vehicle; and
- b) You tell Us:
  - i. the full name and address of the other driver
  - ii. his/her driver's licence number and state of issue if available; and
  - iii. the registered number of the other Vehicle.

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

## 6.2 REPAIRER OF YOUR CHOICE

You may appoint a licensed repairer of Your choice, but We reserve the right to invite, accept, adjust or decline estimates or to arrange for the removal of Your Insured Vehicle to other repairers.

## 6.3 REPAIR GUARANTEE

If We authorise repairs to any Insured Vehicle, We will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of that Insured Vehicle while it is still owned by You. For entitlement to any repairs under the guarantee You must first allow Us to inspect the Insured Vehicle and We must agree that repairs are necessary.

## 6.4 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 immediately if Your Insured Vehicle or any of Your property is stolen or maliciously or intentionally damaged;
- c) tell Us or Your financial services provider as soon as possible. You will be provided with a claim form and advice on what to do;
- d) supply Us with all information We 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 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) co-operate with Us fully in any action We take if We have a right to recover any money payable under this Policy from any other person;
- h) provide to Us full details in writing as soon as possible after the happening of any incident, accident or theft which may become the subject of a claim under this Policy;
- i) send to Us immediately any letter or communication from other parties;

- j) tell Us immediately of any notice of impending prosecution or details of any inquest or official inquiry; and
- k) give all information and assistance We may require to handle any claim that You make under this Policy.

If in doubt at any time, ring Us or Your financial services provider.

## 6.5 WHAT YOU MUST NOT DO AFTER AN ACCIDENT OR THEFT

In the event of an incident 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 necessary to prevent further loss. If We agree to pay Your claim, We will pay for these repairs, but You must retain all receipts;
- 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 this Policy.

## 6.6 WHAT WE DO

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If We do this We will do it in Your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving Us any statements in any legal proceedings.

## 6.7 WHAT CAN AFFECT A CLAIM

We will reduce the amount of a claim by the applicable Excess(es).

We may refuse to pay a claim if You are in breach of Your duty of disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy or Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- a) it is in any way fraudulent; or
- b) any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefits under this Policy.

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.

Thank you for receiving this document electronically.

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

# S U R A AUSTRALIAN BUS AND COACH

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## NSW

LEVEL 14, 141 WALKER STREET  
NORTH SYDNEY NSW 2060  
TELEPHONE. 02 9930 9500

## VICTORIA

LEVEL 9, 99 WILLIAM STREET  
MELBOURNE VIC 3000  
TELEPHONE. 03 8823 9400