



Motor Fleet

Policy Wording



Contents

Part 1 – Important Information	7
About this Document	7
What You Need to Read and Understand	7
What Happens if You Don't Meet Your Obligations, or an Exclusion or Other Limitation Applies	7
About Sampo Japan Insurance	8
About SURA	8
Summary of Available Covers	8
Basis on Which We Insure You	9
Who We Cover	9
When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim	9
Our rights regarding the operation of or breach of a Term of the Policy	10
Terms allowing Us to refuse to pay or reduce a claim (in whole or part) by reason of an act by You or some other person that occurred after the Policy was entered into	10
Terms allowing Us to refuse or reduce a claim because of pre-existing defects or imperfections existing before the Policy was entered into	11
Fraudulent claims	11
Duty of Utmost Good Faith	11
Terms Apply to Extent Enforceable	11
Your Duty of Disclosure	12
Privacy Statement	13
General Insurance Code of Practice	14
Complaints and Dispute Resolution Process	15
GST	16
Sums Insured	16
Claim settlements – Where We agree to pay	16
Disclosure – Input tax credit entitlement	16
Limits on Assigning Your Rights	17
Third Party Interests	17
This Important Information Section Does Not Tell You All You Need to Know	18
Notices	18
Policy Interpretation	19

Benefits Of Cover Available	20
General Definitions	23
Section A – Loss Of Or Damage To Your Vehicle	28
1. Accidental Loss of or Damage Cover	28
2. Additional Benefits Applicable to this Section	28
Accommodation and travelling expenses	28
Additional accessories	29
Automatic additions and deletions	29
Automatic trailer cover	29
Chains, gates, ropes and tarpaulins	29
Emergency car hire	29
Emergency repairs	30
Employees Vehicles	30
Finance payout – Total Loss	30
Emergency services cover	30
Funeral expenses	30
Hire costs following fire and theft	30
Hired Vehicles	31
Modification to Vehicle	31
New for old replacement Vehicle	31
Personal Property	31
Recovery cost – No Damage	31
Re-keying and re-coding	32
Removal of basic Excess for windscreen claims	32
Removal of debris	32
Sign writing	32
Towing	32
Vehicle being transported	33
Vehicle being transported by ship	33
Vehicle return	33
3. Specific Options Available under Section A	33
Hire costs following an Accident	33

4. Specific Exclusions Applicable to This Section	34
Loss of use	34
Wear and tear and breakdown	34
Tyres	34
Old Damage	34
Intentional Damage	34
Safeguard of Vehicle	34
Incorrect fuel	34
Section B – Liability Cover	35
1. Cover for Damage to Other People’s Property (Legal Liability)	35
2. Additional Cover for Supplementary Bodily Injury (Legal Liability)	36
Limit of Indemnity applicable to Section B1	37
3. Additional Benefits Applicable to this Section	37
Legal costs	37
Substitute Vehicle	37
Uninsured motorists	38
4. Specific Exclusions Applicable to this Section	38
Underground pipes and cables	38
Trailers	38
Fines, penalties, punitive damages	38
Radioactive materials	38
Vehicle used on rails	38
Hooks and hoists	38
Section C – General Exclusions Applicable To All Sections Of The Policy	39
Asbestos	39
Approved fuel systems	39
Bitumen and/or concrete setting	39
Caravans	39
Cranes and lifting devices	39
Communicable Disease	39
Cyber	40
Driving under the influence of drugs/alcohol	40
Experiments	40
Financial loss	40
Geographical limitation	40

Hire or reward	40
Hire for Your Vehicle	40
Illegal purpose	40
Motor sports events	40
Nuclear waste/material	41
Overloaded Vehicle	41
Sanctions	41
Seizure of Vehicle	41
Stock in trade	41
Submitting to test	41
Terrorism	41
Tests	42
Unlicensed drivers	42
Underground mining	42
Unroadworthy or unsafe condition	42
War	42

Section D – General Conditions Applicable To All Sections Of The Policy 43

1. Breach of Conditions	43
2. Cross Liability	43
3. Joint Insured	43
4. Acquired Companies	43
5. Changes to Your Insurance Details – What You Must Tell Us	43
6. Keeping Evidence of the Value of the Insured Property	44
7. Prevention of Loss or Damage	44
8. GST Notice	44
Sums Insured	44
Claim settlements – Where We agree to pay	44
Disclosure – Input tax credit entitlement	45
9. Cancellation	45
10. Automatic Additions and Deletions Including Annual Premium Adjustment	46
11. Premium Adjustment	46

Making A Claim	47
What You Must Do	47
1. Do not admit liability	47
2. Prevent further Damage	47
3. Contact the police	47
4. Contact Us as soon as possible	47
What Happens After You Make a Claim	49
1. Excess	49
2. Faultless Excess	50
3. When You are at fault	50
4. Choice of repairer	50
5. Authorising repairs	50
6. Parts, extras and accessories	51
7. Sublet repairs	51
8. Guarantee and warranty	51
9. Our rights of recovery	51
10. Salvage of Your Vehicle when it is a Total Loss	51
11. Payment of unpaid premium when Your Vehicle is a Total Loss	51
12. GST	52

Part 1 – Important Information

About this Document

This is an important document that must be read carefully before making a decision in relation to this insurance (which is not compulsory). The Insurer is responsible for the content of this document.

This document can help You to:

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

See the definition in “General Definition” section page for details regarding of Terms that have special meaning. In some cases, a word with special meaning may be defined in a specific part of the Policy.

What You Need to Read and Understand

This document contains:

- this Part 1 – Important Information section which contains certain important notices, terms and other information;
- Part 2 – Policy Cover Sections which sets out the covers this insurance can provide (subject to eligibility) and the other standard Terms and conditions which will apply to the covers (including any applicable limits and exclusions). It includes “General Definitions” which sets out the special meaning We give to certain words used in the Policy. Other words may be specially defined in a Policy section, Term or condition.

If We issue the Insured with a Policy, the Insured will be given a Policy Schedule. The Policy Schedule sets out certain additional terms applicable to the Policy and other matters specific to You such as the cover You have been issued and the Policy sums insured and limits of liability.

The Policy Schedule must be read together with this document and any other documents We agree with the Insured will form part of the Policy that We issue. Where We agree, documents other than this document and the Policy Schedule will form part of the Policy (often called Endorsements), any such documents will be dated and will include a statement identifying them as part of the Policy.

Together they form the Insured's Policy/contract with Us. These are all important documents and should be carefully read together and kept in a safe place for future reference.

What Happens if You Don't Meet Your Obligations, or an Exclusion or Other Limitation Applies

If You don't meet your obligations under the Policy Terms or an exclusion or other limitation applies, We may refuse or reduce what We pay in relation to a claim and/or cancel Your Policy, subject to applicable law which may restrict Our rights in certain circumstances.

The result can depend on the circumstances. See “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim” and “Cancellation” for further information.

About Sompo Japan Insurance

The Insurer of the product is Sompo Japan Insurance Inc. ABN 31 000 837 801 AFSL 530900, incorporated in Japan (Sompo) (referred to in this document as “We”, “Our” or “Us”).

Sompo Japan Insurance Inc. contact detail are;

Suite 602, Level 6, 50 Berry Street

North Sydney NSW 2060

Telephone: 1300 0 SOMPO or 1300 076 676

About SURA

This insurance is arranged and administered by SURA Pty Ltd ABN 36 115 672 350 AFSL 294 313 (SURA).

SURA act under an authority given by Sompo to issue, arrange, enter into, vary and dispose of the Policy and handle and settle claims in relation to it on Sompo’s behalf.

This means that when providing any financial services in relation to the Policy SURA will be acting as agents for Sompo, not for You.

SURA Pty Ltd contact details are:

Level 14, 141 Walker Street

North Sydney NSW 2060

PO Box 1813

North Sydney 2059

Summary of Available Covers

You can choose from the following three covers:

Comprehensive Cover

Section A Loss of or Damage to Your Vehicle; and

Section B Liability Cover – Cover for Your legal liability for loss or Damage to another person’s property.

Liability Cover

Section B Only – Cover for Your legal liability for loss or Damage to another person’s property.

With each cover option selected, a range of benefits are included. For details of these benefits please refer to the “Benefits of cover available” table on pages 20 to 22.

You are only covered for the sections that are shown as being insured in the Policy Schedule.

Basis on Which We Insure You

Where We agree to insure You, We do so:

- based on the information provided in the Insured's proposal, statement of answers or submission and subject to the Insured's payment of, or agreement to pay, the required premium by the required date;
- subject to the Sum Insured or limit of liability stated in the Policy Schedule in respect of the cover sections, or the relevant section's additional benefit(s) that are shown as operative;
- in accordance with the Policy Terms and conditions – the Policy is made up of this Policy document, the Policy Schedule and any Endorsements or other document issued by Us in writing to amend the standard Terms of cover.

You should carefully read all of these as if they are one document and keep them in a safe place.

Who We Cover

The Policy covers the Insured as defined in the "General Definitions" section on page 23. They are the persons who enter into the contract with Us.

The Policy also extends cover to a relevant person who falls within the definition of "Insured" as defined in the "General Definitions". They are Third Party Beneficiaries entitled to access cover by reason of section 48 of the Insurance Contracts Act 1984 (Cth) and not contracting parties.

No insurance is provided in relation to the interest of any persons not specified as being entitled to benefit under the Policy.

For details on the rights and obligations of such third party beneficiaries see "Third Party Beneficiaries" on page 17.

When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim

We may only ever refuse to pay or reduce the amount We pay under a claim to the extent permitted by applicable law.

Some situations in which We may refuse to pay or reduce the amount We pay under a claim under the Policy include (to the extent permitted by applicable law) include (but are not limited to):

- a) when You apply for cover (this includes new business, variations, extension, reinstatements, and renewals) and do not comply with Your "Duty of Disclosure"; or
- b) if You do not comply with or meet a Policy Term or condition or We can rely on an exclusion or other limitation (all referred to as "terms" when used in the Policy) – See "Our rights regarding the operation of or breach of a Term of the Policy";
- c) if You make a fraudulent claim – See "Fraudulent claims" for more detail;
- d) where You have not or are not acting in accordance with Your duty of utmost good faith under the Insurance Contracts Act 1984 (Cth) – See "Duty of Utmost Good Faith" for more detail.

We may also have cancellation rights in the above circumstances to the extent permitted by applicable law.

Subject to applicable law, the amount of any claim entitlement can also be affected and/or reduced by other things including any limits (e.g. monetary or time limits) or Excess(es) any outstanding premium and recoveries You or We might make relevant to a loss as set out in the Policy terms.

Our rights regarding the operation of or breach of a Term of the Policy

We will only rely on any rights We have regarding the operation of or breach of a term of the Policy to the extent permitted by law (including Our right to refuse or reduce a claim if You do not comply with or meet a Policy term or condition or where an exclusion or other limitation applies). The law can be complex, and We provide a high-level summary below of some key examples on how the Insurance Contracts Act 1984 (Cth) may affect matters depending on the circumstances. To the extent of any inconsistency the Insurance Contracts Act 1984 (Cth) will prevail.

Other laws can apply beyond the Insurance Contracts Act 1984 (Cth) such as the Corporations Act 2001 (Cth) and the Australian Securities and Investment Commissions Act 2001 (Cth) and You need to seek Your own advice regarding all relevant legal rights You may have.

Terms allowing Us to refuse to pay or reduce a claim (in whole or part) by reason of an act by You or some other person that occurred after the Policy was entered into

Subject to Our rights in relation to fraudulent claims explained below, by reason of section 54 of the Insurance Contracts Act 1984 (Cth), where the effect of the Policy (this includes all Terms or conditions, including any exclusion or other limitation) is to allow Us to refuse to pay or reduce a claim (in whole or part) by reason of an act by the You or some other person that occurred after the Policy was entered into, We will exercise Our rights under the Policy as explained below (refer to the Insurance Contracts Act 1984 (Cth) for full details).

Under section 54, an “act” by the You or some other person includes an omission and inaction and an act or omission that has the effect of altering the state or condition of the subject-matter of the Policy or of allowing the state or condition of that subject-matter to alter.

How We exercise Our rights where section 54 applies (unless there is a fraudulent claim)

- Where:
 - the act was necessary to protect the safety of a person or to preserve property;
 - it was not reasonably possible for You or the other person not to do the act; or
 - You prove no part of the loss that gave rise to the claim was caused by the act,We will not refuse to pay or reduce the claim by reason only of that act.
- Where the act:
 - could not reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the Policy; or
 - could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the Policy but You prove that some part of the loss that gave rise to the claim was not caused by the act, so far as it concerns that part of the loss,We may not refuse to pay or reduce the claim by reason only of that act, but We can reduce Our liability in respect of the claim by an amount that fairly represents the extent to which Our interests were prejudiced as a result of that act.
- Otherwise, where the act could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the Policy, We may refuse to pay the claim.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

Terms allowing Us to refuse or reduce a claim because of pre-existing defects or imperfections existing before the Policy was entered into

Only where section 46 of the Insurance Contracts Act 1984 (Cth) is applicable to the Policy:

- where a claim is made in respect of a loss that occurred as a result, in whole or in part, of a defect or imperfection in a thing; and
- at the time when the contract was entered into the You were not aware of, and a reasonable person in the circumstances could not be expected to have been aware of, the defect or imperfection,

We may not rely on any provision included in the Policy that has the effect of limiting or excluding Our liability under the contract by reference to the condition, at a time before the Policy was entered into, of the thing.

This does not apply if the Policy is in an excluded class to which section 46 does not apply.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

Fraudulent claims

In all cases, where a claim is made fraudulently under:

- the Policy; or
- the Insurance Contracts Act 1984 (Cth) against Us by a person who is not the You,

We may refuse payment of the claim to the extent permitted by law. Under section 56(2) of the Insurance Contracts Act 1984 (Cth) a court may, if only a minimal or insignificant part of the claim is made fraudulently and non-payment of the remainder of the claim would be harsh and unfair, order Us to pay, in relation to the claim, such amount (if any) as is just and equitable in the circumstances.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

Duty of Utmost Good Faith

- Section 13 of the Insurance Contracts Act 1984 (Cth) requires each party to the Policy to act towards the other party, in respect of any matter arising under or in relation to it, with the utmost good faith. The obligation also extends to Third Party Beneficiaries as defined in the Act but only applies to them after the contract is entered into.
- Section 14 of the Insurance Contracts Act 1984 (Cth) provides that if reliance by a party to the Policy on a provision of the Policy would be to fail to act with the utmost good faith, the party may not rely on the provision.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

Terms Apply to Extent Enforceable

A Term (or a part of a Term) of the Policy will be applied to the extent is not unenforceable under applicable law.

Your Duty of Disclosure

Before the contracting insured enters into an insurance contract (referred to as “You” and “Your” in this notice), You have a duty to tell Us of anything that You know, or could reasonably be expected to know, 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:

- reduces the risk We insure You for;
- is of common knowledge;
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If You do not tell Us something

If You fail to comply with Your Duty of Disclosure, and We would not have entered into the contract, for the same premium and on the same terms and conditions, had the failure not occurred, We may, subject to applicable law:

- be entitled to cancel Your contract or reduce the amount We will pay You if You make a claim, or both; or
- if Your failure to tell Us is fraudulent, refuse to pay a claim and treat the contract as if it never existed.

Subject to applicable law or unless we state otherwise, a breach of the duty by one contracting insured affects all contracting insureds in these ways.

Avoiding misrepresentations

Under the Insurance Contracts Act 1984 (Cth) if the contracting insured (referred to as “You” and “Your” in this notice) makes a misrepresentation to Us before the insurance contract is entered into (this includes before each renewal, extension, variation, replacement or reinstatement of an insurance contract) and We would not have entered into the contract, for the same premium and on the same terms and conditions, had the misrepresentation not occurred, We may, subject to applicable law:

- be entitled to cancel Your contract or reduce the amount We will pay You if You make a claim, or both; or
- if Your misrepresentation was fraudulent, refuse to pay a claim and treat the contract as if it never existed.

Subject to applicable law or unless We state otherwise, a breach of the duty by one Insured affects all insureds in these ways.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. For example, a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided. We will not treat something as a misrepresentation merely because You failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Refer to the Insurance Contracts Act 1984 (Cth) for full details as this is only a summary.

Answering Our questions

Answers to Our questions help Us decide whether to provide this insurance and if so, on what Terms. When answering Our questions:

- take reasonable care to make sure Your answers are true, honest, up to date and complete in all respects. You may breach the duty if You answer without any care as to its truth or if You only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for You, We will treat their answers as Yours. In such a case, You should check the questions have been answered correctly on Your behalf by them.

Please note that You have obligations beyond these pre contractual duty of disclosure and avoiding misrepresentation obligations once the contract is entered into, which are set out in the contract terms and applicable law.

Privacy Statement

In this Privacy Statement the use of “We”, “Our” or “Us” means Sompco and SURA unless specified otherwise.

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

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

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

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

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

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

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

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

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

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

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

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

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

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a self-regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry.

We have adopted and support the Code.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

For further information on the Code, please visit www.codeofpractice.com.au.

For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au>.

Complaints and Dispute Resolution Process

Our complaints process

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

If you are dissatisfied with any aspect of your relationship with Us including Our products or services, and wish to make a complaint, We ask you first try to resolve it by contacting the relevant member of Our team who are trained to handle complaints fairly and efficiently. Please provide Us with Your claim or Policy number (if applicable) and as much information as you can about the reason for Your complaint.

If the matter is still not resolved after 5 business days, your complaint will be automatically referred to Our Complaints Team to review. The Complaints Team members are independent and are committed to reviewing complaints objectively, fairly and efficiently.

You can contact Our Internal Disputes Resolution Officers on 1300 076 676, or by email IDR@Sompo.com.au at or by writing to Us at the address for Sompo given above. The issues raised in your complaint will be investigated and We will advise you if further information is required to complete the review. They will seek to resolve the matter with thirty (30) days, in accordance with the General Insurance Code of Practice and Our Dispute Resolution procedures.

If We are unable to reach a decision within this time frame, We will provide you with the reasons for the delay prior to the expiry of this time frame. In this case or in cases where further information or investigation is required, We will work with you to agree reasonable alternative time frames.

If We cannot agree, or your complaint remains unresolved after thirty (30) calendar days, your complaint is now considered a dispute and you may refer your dispute to the Australian Financial Complaints Authority (AFCA) as detailed below, subject to its Rules. If your complaint or dispute falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Should you wish to request copies of any information that We have relied upon to come to Our decision, We will provide it (to the extent allowable by law) within ten (10) business days of your request.

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

AFCA

If you are dissatisfied with your complaint or dispute determination, or your complaint or dispute has not been resolved to your satisfaction within thirty (30) calendar days, you may refer your complaint or dispute to 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, subject to its Rules.

For further details you can visit their website at www.afca.org.au or contact them:

Australian Financial Complaints Authority

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

A complaint can be referred to AFCA at any time subject to its Rules.

AFCA only considers complaints (otherwise covered by its Rules) referred to it within 2 years of Our final decision, unless AFCA considers special circumstances apply. If AFCA tells you that under its Rules it cannot assist you or consider your dispute, then you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

GST

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

Sums Insured

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

Claim settlements – Where We agree to pay

When We calculate the amount We will pay You, We will have regard to the items below:

- where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item insured under the Policy) We will pay for the GST amount. We will pay the GST amount in addition to the Sum Insured/limit of liability or other limits shown in the Policy or in the Policy Schedule. If Your Sum Insured/limit of Liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim.

We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled;

- where We make a payment under the Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

Disclosure – Input tax credit entitlement

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. The Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

Limits on Assigning Your Rights

You cannot assign any benefits, rights or obligations under Your Policy.

If You do, it may adversely affect Your rights to cover under the Policy and/or allow Us to cancel the Policy. Applicable law may restrict Our rights in certain circumstances. See “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim” and “Cancellation” for further information.

You must not, without obtaining Our prior written consent (such consent not to be unreasonably withheld):

- assign any benefits, rights or obligations under Your Policy; or
- enter into any agreement, make any admissions or take any action or step with another party:
 - where You are assuming a greater liability than would apply had You not done so; or
 - which prevents You (or Us) from taking a recovery action for damages, indemnity or contribution from that other party You would have been entitled to.

Third Party Interests

The contracting insureds (the Insured) are the only party to the Policy.

No insurance is provided in relation to the interest of any persons not specified as being entitled to access a benefit under the Policy.

The benefit of the cover under the Policy is extended automatically to Third Party Beneficiaries. They are not contracting parties and only access the benefit of cover by reason of the operation of section 48 of the Insurance Contracts Act 1984 (Cth). The following sets out how the Policy operates in relation to such persons (subject always to the operation of applicable law).

Access to cover only applies from the time they become a Third Party Beneficiary and ends when they are no longer a Third Party Beneficiary.

Nothing in the Policy is intended to give any such Third Party Beneficiaries any right to enforce any term of the Policy which that person would not have had but for the Insurance Contracts Act 1984 (Cth). Their rights and obligations are subject to the operation of the Insurance Contracts Act 1984 (Cth) as it applies to such persons and other applicable law.

They:

- have, in relation to a claim, the same obligations to Us as they would have if they were the Insured; and
- may discharge the Insured’s obligations in relation to the loss, damage or liability.

We also have the same defences to an action by such persons as We would have in an action by the Insured including, but not limited to, defences relating to the Insured’s conduct (whether the conduct occurred before or after the Policy was entered into). Any exclusions applying to the Insured also apply to a Third Party Beneficiary claiming under the Policy.

Such persons have no right to cancel or vary the Policy or its cover – only the Insured (as the contracting party) and We can do this. If We cancel or vary the Policy or its cover, We do not need to obtain such persons’ consent to do so.

We also do not provide any notices in relation to this insurance to such persons as they are not a contracting party to the Policy. We only send notices to the Insured who We have contractual obligations to under the Policy.

Neither We nor the Insured hold anything on trust for, or for the benefit or on behalf of any such persons under this insurance arrangement.

The Insured:

- does not act on Our behalf in relation to the insurance;
- is not authorised by Us to provide any financial product advice, recommendations or opinions about the insurance.

Any Third Party Beneficiary needs to read this document and other documents forming the Policy carefully to properly understand the benefits they have access to as non-contracting parties. The insurance cover is subject to the Terms, conditions, limitations and exclusions of the Policy.

Any person who may be entitled to a benefit under the Policy should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by Us or Our representatives that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

In some cases the Insured may specify loss payees We will make payments to (e.g. a financier).

This Important Information Section Does Not Tell You All You Need to Know

The Important Information section only provides some important information to be aware of. You must read the Policy for details of what Your and Our obligations are under this insurance.

If You require further information about the Policy or wish to confirm a transaction, please refer to the contact details provided on the back cover.

Notices

Notice in writing must be given to Us by the Insured of any Claim or threatened Claim that might be covered by the Policy with the fullest information available to the Insured at the time. The Insured must send to Us as soon as reasonably practicable a copy of any Claim made or of any summons, complaint, pleadings or other documents served upon it in any suit or suits commenced in connection with any Claim covered or alleged to be covered by the Policy.

The Insured must provide Us with any further relevant information and documentation as We may reasonably require.

Any communications to Us, including notices as provided for or required under the Policy, must be sent to Sompo.

We will send all notices in relation to the Policy to:

- a) the Insured's nominated insurance intermediary until We receive written notice to the contrary from the Insured; or
- b) if there is no nominated intermediary, the Insured, acting on the behalf of You.

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

- a) if it is delivered to the Insured or their agent personally; or
- b) if it is delivered or posted to the Insured's address or the Insured's agent's address last known to Us.

It is important for the Insured to tell Us of any change of address as soon as possible. If the Insured wants to request a change contact Us.

Policy Interpretation

Headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:

- a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, successors, re-enactments and replacements thereof;
- a word importing the singular includes the plural (and vice versa);
- a word indicating a gender includes every other gender;
- the words “include”, “including”, “for example”, “particularly” or “such as” or equivalent are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- any examples provided are subject always to the Policy Terms and applicable law; and
- a reference to “\$” or “dollar” is to Australian currency.

Benefits Of Cover Available

The following is a summary of benefits available under Section A – Loss of or Damage to Your Vehicle and Section B – Liability Cover where noted as applicable to the Section.

Additional benefits applicable to Section A – Loss of or Damage to Your Vehicle

Cover	Summary of cover available	Benefits	Page
Accommodation and travelling expenses	The reasonable costs for essential temporary accommodation or travel to complete the journey or return to point of departure.	Up to a maximum of \$5,000 any one Event.	28
Additional accessories	Loss or Damage to any equipment or apparatus as maintained by You.	Up to a maximum of \$5,000 any one Event.	29
Automatic additions and deletions	Cover for any replacement or additional registered Vehicles acquired by You during the Period of Insurance.	Up to \$300,000 any one Vehicle.	29
Automatic Trailer Cover	Cover for any two wheeled or box Trailer owned by You whilst it is attached to Your Vehicle.	Up to a maximum of \$5,000 any one Accident.	29
Chains, gates, ropes and tarpaulins	Cover for theft of any chains, gates, ropes or tarpaulins as a result of theft of Your Vehicle.	Up to a maximum of \$10,000 any one Event.	29
Emergency car hire	Cover for a hire Vehicle when Your Vehicle is Damaged in an Accident and cannot be driven.	Up to 2 consecutive days.	29
Emergency repairs	Reimbursement for repairs to enable You to drive Your Vehicle.	Up to a maximum of \$2,500 any one Accident.	30
Employees Vehicles	Cover for Employees Vehicles whilst being used in connection with Your Business.	Up to a maximum of \$50,000 any one Accident.	30
Finance payout – Total Loss	Covers the difference between the Market Value and the residual value after a Total Loss.	Up to a maximum of 25% above the Market Value.	30
Emergency Services Cover	Cover for charges imposed by the fire brigade, police or any emergency services.	Up to a maximum of \$50,000.	30
Funeral expenses	Cover for funeral expenses following the death of Your driver.	Up to a maximum of \$10,000 any one Event.	30

Cover	Summary of cover available	Benefits	Page
Hire costs following fire and theft	Cover for a hire Vehicle when Your Vehicle is Damaged by fire or theft.	Up to a maximum of \$5,000.	30
Hired Vehicles	Cover for any excess where You hire a Vehicle and insure that hire Vehicle with the hiring company.	Up to a maximum of \$5,000.	31
Modification to Vehicle	Cover for costs to modify Your Vehicle if its driver is permanently disabled.	Up to a maximum of \$10,000 any one Event.	31
New for old replacement Vehicle	New Vehicle replacement where Your Vehicle is declared a Total Loss.	For Vehicles within their first 2 years of registration.	31
Personal Property	Cover for loss or Damage to Personal Property.	Up to a maximum of \$2,500 any one theft or Accident.	31
Recovery cost – No Damage	Cover for the cost of removing the Vehicle when it becomes unintentionally immobilised on a work site or in work operations.	Up to a maximum of \$5,000.	31
Re-keying and re-coding	Cover for the cost to re-code Your Vehicles locks if Your keys are stolen.	Up to a maximum of \$5,000 any one Vehicle or \$25,000 any one Event.	32
Removal of basic Excess for windscreen claims	Removal of basic Excess where Your Vehicles windscreen or window glass is Accidently broken.		32
Removal of debris	Cover for costs to clean up and remove Your Vehicle.	Up to a maximum of \$50,000.	32
Sign writing	Cover for the costs to reinstate any sign writing or artwork.	Up to a maximum of \$25,000 any one Event.	32
Towing	Cover for costs to protect and tow Your Vehicle.	Up to a maximum of \$10,000.	32
Vehicle return	Cover for additional costs to return Your Vehicle to its original destination or point of departure.	Up to a maximum of \$5,000 any one Event.	33

Additional benefits applicable to Section 2 – Liability Cover

Cover	Summary of cover available	Benefits	Page
Falling goods	Your liability if a third party's property is Damaged by falling goods from Your Vehicle.	Up to the limit of liability.	33
Legal costs	Your legal costs in defending Your legal liability for any vehicle not owned by You while that vehicle is being used in connection with Your Business.	Up to the limit of liability.	33
Loading and unloading	Your liability if a third party's property is Damaged by the loading and unloading of goods from Your Vehicle.	Up to the limit of liability.	33
Non owned Vehicle liability	Your legal liability for any Vehicle not owned by You while that Vehicle is being used in connection with Your Business.	Up to the limit of liability.	33
Substitute Vehicle	Accidental Damage to a third party's property caused by You driving a Vehicle not belonging to You whilst Your Vehicle can not be used because it is undergoing repairs.	Up to the limit of liability.	33
Uninsured motorists	Cover for Damage to Your Vehicle caused in an Accident with an uninsured driver.	Up to a maximum of \$5,000.	33

General Definitions

The following key words and terms used in the policy have a special meaning that appear below. Other words may be specially defined to have a meaning when used in relation to a Policy section, Term or condition.

You need to understand what We mean by certain terms in the Policy.

Accident and **Accidental** means a sudden Event which is an unintended or unforeseen happening and is not expected or designed. The Event arises out of the use of Your Vehicle and includes a series of Accidents arising out of the one Event.

Note: A single Event or series of related Events will be treated as one Accident under the policy for the purpose of applying Excesses and any limits.

Agreed Value means the amount shown in Your Policy Schedule for which We agree to cover Your Vehicle where you have Comprehensive cover.

Aircraft means anything made or intended to fly or move in or through the air or space other than model aircraft.

At fault means where You or the driver of Your Vehicle:

- are responsible for the Accident; or
- contributed to the cause of an Accident.

Attachment means an item of machinery that is permanently attached to Your Vehicle.

Business means the business described in the Policy Schedule, carried on by You or on Your behalf at or from the Situation and any occupation incidental to that business including ownership and tenancy of premises and the provision or management of canteen, social, sports, welfare, child care organisations for Your Employees and internal first aid, fire and ambulance services.

Caravan or **Trailer** means the registered caravan or trailer insured with Us.

Caravan or trailer does not include:

- a caravan permanently on site or which is used as a permanent residence, or
- a motorised caravan, campervan, or motor home.

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and;
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Covered Accident means Accidental loss or damage to Your Vehicle that is covered under Section 1 “Accidental Loss of or Damage Cover” in accordance with the Policy Terms.

Covered Theft means theft of Your Vehicle that is covered under Section 1 “Accidental Loss of or Damage Cover” in accordance with the Policy Terms.

Covered Fire means Accidental Damage to Your Vehicle by fire that is covered under Section 1 “Accidental Loss of or Damage Cover” in accordance with the Policy Terms.

Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- the use or operation of any Computer System or Computer Network;
- the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- access to, processing, transmission, storage or use of any Data;
- inability to access, process, transmit, store or use any Data;
- any threat of or any hoax relating to 1 to 4 above;
- any error or omission or accident in respect of any Computer System, Computer Network or Data.

Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or Data storage device or system, networking equipment or back up facility.

Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

Damage or **Damaged** means sudden, unintended or unforeseen physical loss or destruction.

Dangerous Goods means substances which are defined as dangerous in the Australian Code for the Transport of Dangerous Goods by Road or Rail as per each respective State or Territory in which Your business operates or any equivalent or replacement of.

Data means information used, accessed, processed, transmitted or stored by a Computer System.

Endorsement means a change in the Terms and conditions of this insurance agreed to by You and Us.

Employee(s) means a person(s):

- employed by You;
- apprenticed to You;
- deemed to be Your Employee by any applicable law;
- hired or seconded from another party by You; or
- an executive director or officer of Your Business.

Event means a single event or series of related events.

Excess means the amount shown in the Policy Schedule which You must pay when You make a claim under Your Policy (see “Making a Claim” section for details).

A basic Excess will apply separately to each Vehicle and each claim on that Vehicle (see “Making a Claim” section for details pages 47 – 52).

Family means:

1. Your spouse, Your partner or Your de facto who lives with You;
2. Your parents or parents-in-law who live with You;
3. Your children and children of Your spouse, partner or de facto (not being your children) who live with You;
4. Your brothers or sisters who live with You

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal; or
- a dam.

Gross Vehicle Mass means the maximum legally allowed weight of Your Vehicle and the goods it can legally carry.

Malicious Damage means intentional Damage done to Your Vehicle by someone else without Your consent.

Market Value means the cost to replace Your Vehicle with a Vehicle of the same make, model, age and condition as Your Vehicle immediately prior to the loss or Damage but excluding costs and charges for Vehicle registration, compulsory third party insurance, stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

Modification means any enhancement which affects the value, safely, performance or appearance of Your Vehicle that is different from the manufacturer's specifications.

Non-Standard Accessories means accessories or equipment fitted after the manufacture of Your Vehicle or at the time of manufacture as an optional extra.

Period of Insurance means time during which the Policy is in existence. It:

- starts from the beginning of the "Period of Insurance" specified in the Policy Schedule; and
- finishes 4.00pm on the last day of the end of that period of insurance, unless ending earlier in accordance with the Policy terms or applicable law. Each renewal results in a new contract and new period of insurance.

Personal Property means items owned by You which are designed to be worn or carried, but not:

- cheques, money, credit cards or negotiable instruments;
- firearms;
- mobile phones;
- tools or items used in connection with a business or occupation; or
- personal music devices, or portable global positioning systems (GPS).

Policy means this document, the Policy Schedule and any Endorsements We agree with You will apply (which might change the standard Terms of this document).

Policy Schedule means a document of that name which shows Your policy number, details of Your cover, Period of Insurance, any options you have and any Excess You must pay. It is part of Your Policy and should be read in conjunction with the other documents that form Your Policy.

Standard accessories means standard accessories, tools, equipment and spare parts fitted to Your Vehicle by the manufacturer of Your Vehicle.

Sum Insured means the sum insured stated in Your Policy Schedule exclusive of GST.

Substitute Vehicle means a vehicle similar to Your Vehicle which has been hired or borrowed because Your Vehicle is being repaired, serviced or is not drivable because of a mechanical breakdown. It does not include a vehicle that is subject to a self drive hire agreement.

Term(s) means any term, condition, provision or exclusion or limitation (including limitation based on a period of time or monetary amount).

Third Party Beneficiary/ies means persons who are not contracting parties to the Policy but to whom the benefit of cover is extended by reason of section 48 of the Insurance Contracts Act 1984 (Cth) that:

- are expressly specified in the Policy as a person or type of person to which the benefit of cover is extended; or
 - are listed in the Policy Schedule as “Third Party Beneficiaries”,
- unless otherwise excluded, but only to the extent of their interest specified. See “Third Party Beneficiaries” clause for details on the rights and obligations of third party beneficiaries.

Total loss means when, in Our opinion, the Vehicle or Trailer is so badly Damaged as a result of a Covered Accident that it would not be either safe or it is Uneconomical To Repair, or when it has not been found within 14 days of you reporting its Covered Theft to Us.

Uneconomical To Repair means when the cost of repairs to Us plus the salvage value is greater than the:

- **replacement cost** where a Total Loss gives you the right to a replacement Vehicle under the Policy; or
- **Agreed Value** – if Your Vehicle is insured for an Agreed Value; or
- **Market Value** – if Your Vehicle is insured for Market Value, unless otherwise notified to You by Us in writing.

Vehicle means the motor Vehicle(s), mobile machine(s) and/or Trailer(s) based on the list of Vehicles provided by You at the inception of the Policy.

It also includes:

- Standard Accessories;
- built in entertainment or multimedia audio or satellite navigation equipment attached to or within them; and
- any Non-Standard Accessories, Attachments or Modifications which are not covered above which We have agreed in writing to form part of Your Vehicle.

Where You are using a Substitute Vehicle the reference to a Vehicle in the other Terms of the Policy as they apply in relation to the Legal Liability covers includes the Substitute Vehicle (not the Cover for Accidental Loss or Damage to Your Vehicle).

We, Our, Sompo, Insurer or **Us** refers to the insurer Sompo Japan Insurance Inc. ABN 31 000 837 801 AFSL 530900 (incorporated in Japan) of Suite 602, Level 6, 50 Berry Street North Sydney NSW 2060.

You or **Your** or **The Insured** means the person(s) named in the Policy Schedule as the insured that We enter into the Policy with.

Section A – Loss Of Or Damage To Your Vehicle

The following only apply to the extent relevant and subject to applicable law which may restrict Our rights in certain circumstances. For more detail on these restrictions see “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim”.

1. Accidental Loss of or Damage Cover

We will cover You for Accidental loss (including theft and Malicious Damage) or any other type of Accidental Damage which happens to Your Vehicle during the Period Of Insurance.

Where “New for old replacement Vehicle” benefit on page 31 does not apply, at Our option (acting reasonably) We will:

- repair Your Vehicle; or
- pay You the reasonable cost of repairing Your Vehicle; or
- pay You the Market Value of Your Vehicle when the Policy Schedule shows that Your Vehicle is insured for Market Value; or
- pay You the Agreed Value of Your Vehicle when the Policy Schedule shows that Your Vehicle is insured for an Agreed Value.

The Policy Schedule will show if Your Vehicle is insured for Market Value or Agreed Value.

Further We will adjust Your claims payment in accordance with the GST provision shown under “GST notice”.

Where the “New for old replacement Vehicle” benefit on page 31 applies We will act in accordance with that benefit.

A single Event or series of related Events will be treated as one Event or Accident under the Policy for the purpose of applying Excesses and any limits.

The above cover is provided subject to the other Terms of this section and the Policy (including those relating to limits and Excess(es)).

2. Additional Benefits Applicable to this Section

We will pay You the Additional benefits, providing the loss or Damage exceeds the relevant Excess(es) payable by or applicable to You.

Unless We have stated differently under one of the additional benefits listed below, any payment We may make under this section will be paid in addition to any amount payable for the accidental loss of or damage to Your Vehicle.

Accommodation and travelling expenses

If Your Vehicle is on a journey and:

- is Damaged in a Covered Accident and unable to be safely driven; or
- is lost through a Covered Theft and not found within a reasonable time, We will pay the reasonable cost for essential temporary accommodation or travelling expenses incurred by You to complete the journey or return to the point of departure, up to a maximum of \$5,000 for any one Event.

Additional accessories

We will pay for loss of or Damage arising from a Covered Accident to Non-Standard Accessories, Attachments or Modifications (excluding mobile phones, hoists and cranes and those components that are fitted to the Vehicle) that are not specified on Your Policy Schedule.

The maximum amount We will pay for loss or Damage to such Non-Standard Accessories, Attachments and Modifications, for any one Event, is up to \$5,000.

Automatic additions and deletions

We will cover any replacement or additional registered Vehicles acquired by You during the Period of Insurance provided that:

- such Vehicles are of a similar type to Vehicles insured by You at the commencement of the Period of Insurance;
- cover will not exceed a maximum Sum Insured of \$300,000 any one Vehicle unless notified by Us in writing; and
- You pay Us any additional premium We require.

Automatic trailer cover

We will pay for any loss of or Damage to any two wheeled or box trailer owned by You which weighs less than 2 tonne and which occurs while it is attached to Your Vehicle at the time of the Covered Accident.

The maximum We will pay in respect of any one Event is the lesser of the Market Value or \$5,000.

Chains, gates, ropes and tarpaulins

We will pay for the claims for theft of any chains, gates, winches or tarpaulins which are attached to or within Your Vehicle when they are lost as a result of a Covered Theft of Your Vehicle up to maximum of \$10,000 any one Event.

Emergency car hire

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and Your Vehicle is Damaged in a Covered Accident and cannot be safely driven, We will:

- arrange for You to be provided with a rental car but the maximum daily rental charge We will pay is \$100 and any additional charges incurred, other than the daily rental rate, for any such rental are excluded; or
- if a rental car is not available, pay you a daily travel allowance of \$100,

for up to two consecutive days whilst the Vehicle cannot be safely driven from the date when the Covered Accident is reported to Us.

Emergency repairs

We will reimburse You for the cost of emergency repairs which may be necessary to enable You to drive Your Vehicle to point of departure after it is involved in a Covered Accident.

The maximum We will pay in respect of any one Event is \$2,500.

Employees Vehicles

We will extend cover under the "Accidental Loss of or Damage Cover" to an Employee owned Vehicle whilst being used in connection with Your Business and with Your consent. However, if there is any other insurance for the same Covered Event at the time of the Accident We will only pay for any amount in excess of the limit of indemnity under the other insurance.

The maximum cover We will pay in respect of any one Event is \$50,000.

Finance payout – Total Loss

Where Your Vehicle is subject to any lease, hire agreement or financial agreement through a financial institution and suffers a Total Loss, We will cover You or the finance provider for the difference between the residual value under the contract and the Market Value of the Vehicle to a maximum of 25% of the Market Value less any payments and interest in arrears at the time of loss, and less any discount in respect of finance charges and/or interest for the unexpired term of the lease hire agreement or financial agreement. However, We will not pay if We are not required to do so by the finance provider.

Emergency services cover

Following a Covered Accident, We will pay up to \$50,000 for Your Liability for charges imposed by the fire brigade, police or any other authority.

Funeral expenses

We will pay for funeral expenses associated with:

- a) burial and cremation of the driver, and
- b) the travel costs of any immediate Family members of the driver,

following the death of the driver of Your Vehicle which is caused as a direct result of the Covered Accident up to a maximum of \$10,000 for any one event less any amount payable by any Accident compensation authority or medical fund.

Hire costs following fire and theft

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and the loss or Damage is caused by a Covered Fire or Covered Theft and this has been reported to Us and the police, We will:

- arrange for you to be provided with a rental car but the maximum daily rental charge We will pay is \$150 and any additional charges incurred, other than the daily rental rate, for any such rental are excluded; or
- if a rental car is not available, pay you a daily travel allowance of \$30,

until recovery of the Vehicle subject to the following.

The most We will pay under this benefit in relation to any one Vehicle during the Period of Insurance is \$5,000 each Vehicle.

Hired Vehicles

Where You hire a sedan, station wagon, four wheel drive, van or utility under two tonne Gross Vehicle Mass and You insure the hired Vehicle, We will pay any Excess You are required to pay to the hiring company under that insurance during the Period of Insurance, provided the Excess You are required to pay to the hiring company exceeds the Excess payable under Our Policy.

The maximum We will pay in respect of any one Event is \$5,000.

Modification to Vehicle

We will pay for costs incurred to modify Your Vehicle if its driver is permanently disabled as a direct result of injuries received in the Covered Accident up to a maximum of \$10,000 for any one Event less any amount payable by any accident compensation authority or medical fund.

New for old replacement Vehicle

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van, utility or goods carrying Vehicle under 2 tonne Gross Vehicle Mass and is declared a Total Loss within two years of its first registration We will at Your option (and with the consent of any financier where applicable) replace the Vehicle with a new vehicle of the same make, model, series and accessories (subject to local availability). If a replacement vehicle is not currently available, We will pay You the original purchase price of the vehicle, less any applicable Excess.

Personal Property

We will pay for Accidental loss of or Damage to Personal Property belonging to the custodian of the Vehicle which is:

- Damaged in a Covered Accident collision involving Your Vehicle,
- stolen from Your locked Vehicle, or
- stolen at the same time as a Covered Theft of Your Vehicle.

Any payment will be subject to due allowance for depreciation, age and wear and tear.

The maximum We will pay in respect of any one Event is \$2,500.

Recovery cost – No Damage

We will pay for the costs of recovery or removal of Your Vehicle following becoming unintentionally immobilised on a work site or in a physical situation whilst being used as part of the Your normal business operations.

The maximum We will pay for any one Event and all Events combined for all insured Vehicles during the Period of Insurance is \$5,000.

We will not pay where immobilisation occurs as a result of electronic, electric or mechanical failure or malfunction or normal wear and tear.

Re-keying and re-coding

If during the Period Of Insurance the keys to Your Vehicle are stolen or there are reasonable grounds to believe the keys have been illegally duplicated, We will pay for the replacement of Your Vehicle's keys and the necessary re-coding of Your Vehicle's locks.

The maximum amount We will pay is:

- the amount by which the cost to re-key and/or re-code Your Vehicle exceeds the basic Excess payable for the claim, up to a maximum amount of:
 - \$5,000 per Vehicle any one Event; or
 - \$25,000 any one Event in relation to all insured Vehicles during the Period Of Insurance.

This benefit will only apply if:

- the theft of Your keys has been reported to the police, and the keys have not been stolen by an Employee, Family member, invitee or person who resides with You.

Removal of basic Excess for windscreen claims

If Your Vehicle is a sedan, station wagon, four wheel drive, panel van, utility or goods carrying vehicle under 2 tonne Gross Vehicle Mass and the windscreen or window glass or sun roof in Your Vehicle is Accidentally broken or Damaged, We will not apply an Excess to Your claim provided:

- the fracture extends through the entire thickness of the glass or, in the case of laminated windscreens, the fracture extends through all layers of the windscreen; and
- the broken windscreen or window glass or sun roof is the only Damage to Your Vehicle.

Removal of debris

We will pay You for reasonable costs necessarily incurred for the clean-up and removal of Your Vehicle debris resulting from goods falling or leaking from Your Vehicle after a Covered Accident up to a maximum of \$50,000 for any one Event, unless such other amount is specified in the Policy Schedule.

Sign writing

We will pay for any loss of or Damage resulting from a Covered Accident to fixed advertising or other advertising material forming a permanent part of Your Vehicle where reinstatement is required. The maximum We will pay for any one Event is \$25,000, unless such other amount is specified in the Policy Schedule.

Towing

When Your Vehicle is Damaged in a Covered Accident and it is not roadworthy or safe to drive or needs to be held in storage, We will pay the reasonable costs of:

- one tow to get Your Vehicle from the scene of the Accident to:
 - the nearest repairer or such other repairer agreed to by Us (such agreement not to be unreasonably withheld); or
 - another location nominated or agreed by Us (such agreement not to be unreasonably withheld);
- storing Your Vehicle.

If Your vehicle needs to be towed more than once, We will pay the first tow which occurred.

We recommend You speak with Us if possible before organising any towing or storage to avoid issues as to whether the towing or storage costs are reasonable.

We will pay up to a maximum of \$10,000 for any one Event for the cost of protection, removal, towing and storage.

Vehicle being transported

We will pay for Accidental loss or Damage to Your Vehicle which occurs during the Period Of Insurance while it is being transported by road, rail, sea or air between any places in Australia and New Zealand. This cover will not apply where more than one Vehicle is being transported in any one conveyance.

Vehicle being transported by ship

If Your Vehicle is being transported by sea between places within Australia or New Zealand during the Period of Insurance, We will pay Your contribution for general average and salvage charges where such maritime conditions apply up to the Sum Insured or Market Value whichever is the lesser, whether or not loss or Damage is suffered by Your Vehicle under Section A1.

Vehicle return

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and as a result of a Covered Accident is unable to be driven, We will pay up to a maximum of \$5,000 any one Event for:

- removing and relocating Your Vehicle to the nearest repairer approved by Us (such consent not to be unreasonably withheld); or
- delivering Your Vehicle to Your usual place of garaging after repair or recovery.

3. Specific Options Available under Section A

Your Policy Schedule will show if the Policy option is applicable.

The following option is only available following loss or Damage to Your Vehicle insured under section A1 of this Policy, providing the loss or Damage arises from a Covered Accident and exceeds the relevant Excesses payable by You.

Hire costs following an Accident

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and is subject to a Covered Accident We will:

- arrange for You to be provided with an equivalent rental vehicle for up to 42 days but the maximum daily rental charge We will pay is \$150 and any additional charges incurred, other than the daily rental rate, for any such rental are excluded; or
- if an equivalent rental vehicle is not available, pay You a daily travel allowance of \$30, until You take possession of Your Vehicle or the settlement of the claim.

The most We will pay under this benefit in relation to any one Vehicle during the Period of Insurance is \$5,000 per claim.

4. Specific Exclusions Applicable to This Section

Please note: If an exclusion applies We may refuse or reduce what We pay in relation to a claim and/or cancel Your Policy, subject to relevant law. See in particular, "When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim" on page 9 and "Cancellation" on page 45 for further information.

Under Section A (including in relation to any limited cover for Third Party Property Damage – Fire and Theft if applicable) We will not pay for:

Loss of use

loss or Damage suffered because You cannot use Your Vehicle.

Wear and tear and breakdown

loss or Damage caused by wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance.

Tyres

Damage to tyres or wheel rims caused by application of the brakes, or road punctures, cuts or bursts.

Old Damage

the costs of repairing pre-existing Damage, or the costs of fixing faulty repairs which were done before the commencement of the Policy.

Intentional Damage

loss or Damage intentionally caused by You or a person acting with Your express or implied consent.

Safeguard of Vehicle

loss of or further Damage to Your Vehicle following a loss or Accident, unless reasonable steps were taken by You to protect or safeguard Your Vehicle.

Incorrect fuel

loss or Damage to Your Vehicle caused by the use of any incorrect fuel, coolant or additive.

Section B – Liability Cover

The following only apply to the extent relevant and subject to applicable law which may restrict Our rights in certain circumstances. For more detail on these restrictions see “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim”.

1. Cover for Damage to Other People’s Property (Legal Liability)

We will cover Your legal liability to pay compensation for loss of or damage to someone else’s property caused by a motor Vehicle Accident for which You are At Fault which occurs during the Period Of Insurance and arises out of the use of:

- Your Vehicle;
- a Substitute Vehicle used by You while Your Vehicle is being serviced or repaired;
- any vehicle that is a registered sedan, station wagon, four wheel drive, panel van or utility that is not owned or supplied by You while that vehicle is being used or driven by You or a person authorised by You in connection with Your business; and/or
- a caravan or trailer towed by Your Vehicle or either of the above vehicles to which cover is extended.

In relation to this “1. Cover for Damage to Other People’s Property (Legal Liability)” cover only and any terms of the Policy applying to it, any reference to a “Vehicle”, includes all of the Vehicles cover is extended to above.

The above cover is extended to:

- any person who is driving, using or in charge of Your Vehicle with your permission;
- a passenger travelling in Your Vehicle or who is getting into or out of Your Vehicle with Your permission; and
- Your employer, principal or partner arising out of your use of Your Vehicle.

Such persons are deemed to be “You” or “Your” for the purpose of the application of the other Terms of the Policy applicable to this “1. Cover for Damage to Other People’s Property (Legal Liability)” cover.

We will not cover legal liability:

- where the Vehicle is unregistered unless at the time of the Accident:
 - it was a vehicle for which registration was not required by relevant law; or
 - the use of the unregistered vehicle was in accordance with relevant law; or
- when the loss or damage occurs to Your own property, your spouse’s or de facto’s property or to property which is in Your possession, custody or control; or
- which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability even if the amount recoverable is nil;
- when the loss or damage occurs to Your own property, Your spouse’s or de facto’s property, except to:
 - a residential building that You are renting or is on loan to You; or
 - employee’s or visitor’s vehicles and their contents while contained in a car park provided by You; or
- for loss or damage to the Vehicle itself;
- for loss or damage to any aircraft resulting from an accident caused by or arising from the use of Your Vehicle.

No cover for legal liability after a Total loss

On the date We confirm that We will pay Your claim for the Total Loss of Your Vehicle under Section 1 of the Policy (where applicable), all cover under the Policy in respect of that Vehicle will cease, except where a replacement Vehicle is provided by Us.

2. Additional Cover for Supplementary Bodily Injury (Legal Liability)

We will also cover:

- You;
- a currently licensed driver of Your Vehicle driving the Vehicle with Your consent; and
- passenger travelling in or getting into or out of the Vehicle with Your permission,

for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road when the liability is incurred, and arises from one or more of the following Events which occurs during the Period Of Insurance:

- driving or being in charge of Your Vehicle;
- goods being carried by or falling from Your Vehicle;
- loading or unloading Your Vehicle.

We will also cover the above legal liability of a passenger travelling in or getting into or out of Your Vehicle with Your permission, or the permission of a currently licensed driver driving or in charge of Your Vehicle with Your consent; or Your legal liability in respect of any vehicle provided the vehicle is a registered sedan, station wagon, four wheel drive, panel van or utility, and not owned or supplied by You while that vehicle is being used or driven by You or a person authorised by You in connection with Your Business.

We will not pay:

- a) if the Event or series of related Events that gives rise to the legal liability or any part of it is covered or indemnified or insurable in any way by or under any statutory or compulsory insurance policy or any statutory or compulsory insurance, or compensation scheme or fund, covering such legal liability even if the amount recoverable is nil.
- b) any amount of a claim over that recoverable under any:
 - statutory or compulsory insurance Policy or any statutory or compulsory insurance, or
 - compensation scheme or fund.
- c) if the legal liability would have been covered or indemnified in any way if You had not failed to:
 - insure Your Vehicle,
 - register Your Vehicle, or
 - comply with the requirements of any statutory or compulsory insurance Policy or any statutory or compulsory insurance or compensation scheme or fund.
- d) for legal liability to any:
 - person driving or in charge of Your Vehicle;
 - of Your Employees;
 - member of Your Family.
- e) for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).

- f) unless You or the person claiming under this section have notified Us of a claim under this section as soon as reasonably possible after You or that person first becoming aware of an intention to make a claim against You or that person. We may reduce or refuse Your claim to the extent We are prejudiced by any delay in notifying Us.
- g) for legal liability caused by or arising from an intentional act by You or any other person.
- h) any amount of exemplary, punitive or aggravated damages.

Limit of Indemnity applicable to Section B1

The maximum We will pay in respect of all claims arising from one Accident or series of Accidents resulting from the one original cause for “1. Cover for Damage to Other People’s Property” and/or “2. Additional Cover for Supplementary Bodily Injury (Legal Liability)” cover, will not exceed:

- a) \$20,000,000 for all losses, excluding any claim(s) arising from the transportation of Dangerous Goods including clean-up, contamination or restitution of any land or waterway; or
- b) \$5,000,000 for all losses, arising from the transportation of Dangerous Goods including clean-up, contamination or restitution of any land or waterway.

However, We will not cover, unless agreed by Us in writing, Your liability for any claim arising from the transportation of:

- a) explosives or radioactive goods;
- b) gases in containers larger than 500 litres;
- c) all other Dangerous Goods in containers larger than 400kg for solids or 450 litres for liquid; or
- d) all Dangerous Goods where transport does not comply with Australian Dangerous Goods Code or any other applicable legislation and regulations.

3. Additional Benefits Applicable to this Section

We will also cover You for the following additional benefits under Section B of this Policy. The maximum We will pay under the additional benefits are inclusive of the applicable limit of indemnity.

Before You incur costs You wish to claim for, make sure You contact Us first or it may adversely affect Your right to claim. See “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim” on page 9 for more detail.

Legal costs

Provided We agree in writing, We will pay for all legal costs and expenses in defending any court proceedings which may arise from a claim under the legal liability cover for liability covered by Your Policy.

We will not pay for any legal costs and expenses relating to any criminal or traffic enforcement related proceedings.

Substitute Vehicle

We will cover You under Section B for Accidental Damage to someone else’s property caused by Your driving another Vehicle not belonging to You (with the consent of the owner) whilst Your Vehicle cannot be used because it is undergoing repair or services.

However, We will not cover You under this additional benefit for any Accidental loss or Damage to the Substitute Vehicle.

Uninsured motorists

We will cover You for up to \$5,000 less any applicable Excess(es) for Damage to Your Vehicle caused in an Accident with another Vehicle during the Period Of Insurance if:

- the driver of the other Vehicle was at fault;
- the other Vehicle was uninsured; and
- You can tell Us who the other driver was and identify the other Vehicle or provide information that would reasonably allow Us to identify the other driver or the other vehicle so that We can exercise Our rights of recovery.

This cover is not applicable where You have “Section A – Loss of or Damage to Your Vehicle” cover.

4. Specific Exclusions Applicable to this Section

Please note: If an exclusion applies We may refuse or reduce what We pay in relation to a claim and/or cancel Your Policy, subject to relevant law. See in particular, “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim” on page 9 and “Cancellation” on page 45 for further information.

The following exclusions apply to Section B:

Underground pipes and cables

We will not pay for liability for Damage to underground services, pipes, cables or the like caused by or arising out of the use of Your Vehicle, or liability in respect of Damage to any land or fixed property arising howsoever from vibration or from the removal or weakening of or interference with support to land, buildings or any other property, arising out of the use of Your Vehicle.

If Your Vehicle comes into direct contact with overhead cables, wires or conduits, We will pay only for the repair of the direct Damage so caused, up to a maximum of \$100,000 each Event.

Trailers

We will not pay for Damage caused or contributed to by more than the legally permitted number of trailers attached to Your Vehicle.

Fines, penalties, punitive damages

We will not pay for any fines, penalties, or aggravated, exemplary or punitive damages.

Radioactive materials

We will not pay if Your Vehicle is being used for or is attached to or is towing a Vehicle, mobile machine and/or trailer, for the commercial transport of radioactive materials.

Vehicle used on rails

We will not pay if Your Vehicle is used on rails or tracks at the time of Accident.

Hooks and hoists

We will not pay for claims caused by goods falling from the hook or hoisting apparatus of any crane or similar lifting equipment.

Section C – General Exclusions Applicable To All Sections Of The Policy

Please note: If an exclusion applies We may refuse or reduce what We pay in relation to a claim and/or cancel Your Policy, subject to relevant law. See in particular, “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim” on page 9 and “Cancellation” on page 45 for further information.

The following exclusions apply to the whole Policy.

You are not covered and We will not pay any claim under the Policy for loss, damage or liability or costs or expenses that is caused by, arises from, or is in any way connected with:

Asbestos

asbestos, or any materials containing asbestos in whatever form or quantity.

Approved fuel systems

a fuel system which does not comply with the relevant Australian Standard.

Bitumen and/or concrete setting

the settling or hardening of any concrete, bitumen, cement products or similar products or their derivatives.

Caravans

in respect of Caravans where:

- a) any loss or Damage to awnings or annexes caused by storm, hail or wind;
- b) liability at law by way of damages in respect of death or bodily injury, or Damage to property of any person in the Caravan, or entering alighting therefrom;
- c) contents of the Caravan other than the permanent fixtures, fittings, furniture, furnishings and bottled gas equipment contained in or on Your Caravan and which would normally be sold with it;
- d) theft or burglary unless due to forcible and violent entry to the locked Caravan.

Cranes and lifting devices

the operation of any crane or lifting device insured by the Policy:

- a) being loaded in excess of the safe working load specified by the responsible statutory authority and/or manufacturers; or
- b) whilst being used in any raising, carrying or lowering operation in which a single load is shared by two or more cranes or lifting devices unless the Insurer's prior consent has been obtained in writing.

Communicable Disease

all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.

For the purposes of this exclusion loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a communicable disease.

Cyber

any Cyber Loss.

Driving under the influence of drugs/alcohol

Your Vehicle being driven by any person impaired by or under the influence of any drug or alcohol, or by any person with a percentage of drug or alcohol in their breath or blood in excess of that allowed by law.

However, if You can prove You did not know that the driver of Your Vehicle was so affected, We will cover You but not the driver of Your Vehicle.

This exclusion shall not apply if it contravenes the law of the state in which the Policy was issued.

Experiments

Your Vehicle is used in connection with the motor trade for experiment, test, trial, demonstration or towing.

Financial loss

for any financial loss occurring because:

- You cannot use Your Vehicle;
- Your Vehicle's value was less after being repaired; or
- Your Vehicle's working life has been reduced.

Geographical limitation

Your Vehicle was not in Australia or New Zealand.

Hire or reward

Your Vehicle is used for carrying passengers for hire or reward, except for a private pooling arrangement including private courtesy bus arrangements or when You receive a travelling allowance from Your full time employer.

Hire for Your Vehicle

Your Vehicle is being used or let for hire or rental.

Illegal purpose

Your Vehicle being used for any illegal purpose with Your consent.

Motor sports events

Your Vehicle is used in connection with a race, trial, test, contest or other sports event including testing in preparation for such events.

Nuclear waste/material

the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste.

Overloaded Vehicle

the loss or Damage is caused or contributed to by Your Vehicle is used to carry or tow a load or carry passengers greater than that for which Your Vehicle was constructed.

We will not refuse Your claim if You can prove that the Accidental loss, damage or liability was not caused or contributed to by its greater load towed or carried, or number of passengers carried.

Sanctions

any liability whereby the provision of indemnity under the Policy would violate any applicable sanction law or regulations of the UN Security Council and/or any other applicable national sanction laws or regulations.

We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us, Our parent company or Our ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the Commonwealth of Australia, Japan, New Zealand, United Kingdom or the United States of America.

Seizure of Vehicle

Your legal interest in Your Vehicle ceases, or Your Vehicle is seized or taken possession of by any persons lawfully entitled to do so.

Stock in trade

Your Vehicle is in the possession of another person for the purpose of sale.

Submitting to test

the driver of Your Vehicle refusing a request from a person with legal authority to take a breath, blood or other test to determine the percentage of drugs or alcohol in the person's breath or blood.

However, if You can prove You did not know that the driver of Your Vehicle refused to submit to the test, We will cover You but not the driver of Your Vehicle.

This exclusion shall not apply if it contravenes the law of the state in which the Policy was issued.

Terrorism

any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

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

Tests

Your Vehicle is being tested other than in connection with service or repair by a person who is qualified to carry out the service or repair or who is acting under the supervision of such a person.

Unlicensed drivers

Your Vehicle is being driven (with Your consent) by any person who is not licensed under any relevant law to drive such a Vehicle.

However, if You can prove the driver's licence was fraudulently produced or had unintentionally lapsed or was cancelled unknown to You as a result of unpaid parking fines and the driver was the holder of a licence in the 12 months immediately prior to the lapsing of the licence and You allow Us to use all remedies available to recover all costs associated with any loss or Damage occasioned or liability incurred by the driver of the Vehicle We will cover You.

Underground mining

Your Vehicle was being used for:

- drilling or tunnelling whilst underground; or
- driven in an underground mine or mining shaft;

when the loss or Damage occurred.

Unroadworthy or unsafe condition

Your Vehicle is used in an unroadworthy or unsafe condition.

War

war, foreign hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, or looting, sacking or pillage following any of these events.

Section D – General Conditions Applicable To All Sections Of The Policy

Please note: If You don't meet Your obligations under the Policy Terms We may refuse or reduce what We pay in relation to a claim and/or cancel Your Policy, subject to relevant law. See in particular, "When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim" on page 9 and "Cancellation" on page 45 for further information.

1. Breach of Conditions

Breach of or non-compliance with any Policy condition(s) by one Insured named in Your Policy Schedule will not prejudice any other named insured.

2. Cross Liability

We agree that each person comprising the insured named in Your Policy Schedule is considered as if that person were the only person named as the Insured, and We waive Our rights of subrogation against any of those persons named as the insured. The limits of indemnity or other limits stated elsewhere in this Policy are not affected or increased as a consequence of this condition.

3. Joint Insured

A claim lodged by any one person covered by the Policy is considered to be a claim by all persons covered by the Policy.

4. Acquired Companies

We will cover any company or subsidiary company formed, purchased or otherwise acquired by You during the Period Of Insurance as if they were You provided that You:

- hold a controlling interest in the company;
- advise Us of Your interest in the company no later than 14 days from the date of acquisition;
- advise Us the number of additional Vehicles insured; and
- pay Us any additional premium required.

5. Changes to Your Insurance Details – What You Must Tell Us

You must tell Us as soon as reasonably possible, if during the Period Of Insurance You become aware (or a reasonable person in Your circumstances would become aware of) of any changes to:

- a) any information contained in the Policy Schedule;
- b) the most recent information provided by You to Us in relation to the Policy which You know, or could reasonably be expected to know, may affect the risks insured by; or
- c) Your Vehicle is modified in a manner that affects its value or performance in any way.

Except to the extent the Policy expressly provides otherwise and subject to applicable law, where the change:

- reduces the risk We insure You for We may (if applicable) provide You with a refund of a portion of the premium paid by You where the change affects the premium payable; or
- increases the risk We insure You for, We may:
 - refuse to accept the change;
 - agree to the change in writing subject to Terms acceptable to Us, provided that You pay or agree to pay Us any additional premium We may require; or
 - cancel the Policy; or
 - choose not to renew the Policy.

If You do not provide the information as soon as reasonably possible We may be entitled to reduce, or refuse to pay a claim under the Policy to the extent permitted by applicable law. See “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim” on page 9.

6. Keeping Evidence of the Value of the Insured Property

You should keep evidence of the value of all property covered under the Policy. You should also keep evidence of the amount of any Accidental loss, Damage or destruction.

7. Prevention of Loss or Damage

We may not pay Your claim if You do not take all reasonable precautions to prevent injury, loss or Damage, including securing Your Vehicle against unauthorised entry when it is unattended. This includes removing Your keys and locking the Vehicle. It is a condition of the Policy that Your Vehicle be kept in good repair.

We may reduce or refuse a claim to the extent that Your Vehicle’s state of repair contributed to or caused the loss.

8. GST Notice

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

Sums Insured

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

Claim settlements – Where We agree to pay

When We calculate the amount We will pay You, We will have regard to the items below:

Acquisition of Goods, Services or Repairs

where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a Damaged item insured under the Policy) We will pay for the GST amount. We will pay the GST amount in addition to the Sum Insured/limit of indemnity or other limits shown in the Policy or in Your Policy Schedule (unless We state GST is included in the Sum Insured or limit of indemnity). If Your Sum Insured/limit of indemnity is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim. We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled.

Payment as Compensation

where We make a payment under the Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

Disclosure – Input tax credit entitlement

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. The Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

9. Cancellation

Cancellation by You

You may cancel Your policy at any time by contacting Us and giving Us notice of cancellation. Cancellation will take effect from 4:00pm on the day We receive Your notice of cancellation or such other time otherwise agreed between Us and You.

Cancellation by Us

Subject to applicable law, We may cancel the Policy as set out in the Insurance Contracts Act 1984 (Cth) by giving You written notice to that effect. This includes where:

- You have failed to comply with the duty of utmost good faith;
- You failed to comply with the Duty of Disclosure where that duty applies to You, or made a misrepresentation to Us during the negotiations for the Policy, before entering into, varying, extending or renewing the Policy;
- You failed to comply with a provision of the Policy, including a provision with respect to payment of the premium;
- You have made a fraudulent claim under the Policy or under some other contract of insurance (whether with Us or some other insurer) that provides insurance cover during any part of the period during which the Policy provides insurance cover;
- You failed to notify Us of any specific act or omission or failure that has occurred after the Policy is entered into where notification is required under the terms of the Policy; or
- the effect of the Policy is to authorise Us to refuse to pay a claim, either in whole or in part, by reason of an act or omission or failure of You or of some other person and, after the policy was entered into, such an act or omission or failure has occurred.

When We cancel the Policy, it will have effect from whichever of the following times is the earliest (unless We tell You otherwise in our cancellation notice and subject to applicable law):

- the time when another Policy of insurance replacing the Policy is entered into by You with Us or another insurer; or
- 4:00pm on the third (3rd) business day after the day on which notice was given to You unless specified otherwise or the Policy is in force because of section 58 of the Insurance Contracts Act 1984 (Cth), in which case the cancellation will have effect from 4:00pm on the fourteenth (14th) business day after the day on which notice was given to You.

Effect of cancellation

Subject to applicable law, the Policy with Us ends from the time of cancellation. However, cancellation by Us or You does not have affect any rights that You had under the Policy when it was in force. For Your rights to any premium refund in relation to cancellation see “Premium refund” section.

Premium refund

If You or We cancel the Policy We may deduct:

- a pro rata proportion of the premium for any time for which You have been covered. For example, if Your Period Of Insurance is 12 months and You have been covered for six (6) months, the deduction for the time You have been covered will be half the annual premium; and
- any government taxes or duties paid by Us in relation to Your Policy We cannot recover.

However, in the event that You have made a Total Loss claim under this Policy and We have agreed to the claim no return of premium will be made.

10. Automatic Additions and Deletions Including Annual Premium Adjustment

We will cover any replacement or additional registered vehicles acquired by You during the Period Of Insurance provided that:

- a) such vehicles are of a similar type to Vehicles insured by You at the commencement of the Period Of Insurance;
- b) cover will not exceed a maximum Sum Insured of \$300,000 any one vehicle unless notified by Us in writing; and
- c) You pay Us any additional premium We reasonably require or if We agree, at the end of the Period Of Insurance We will adjust the premium in accordance with the “Premium Adjustment” clause below.

11. Premium Adjustment

At the end of the Period Of Insurance You must declare all vehicles in Your possession. The additional premium charged will be based on 50% of the agreed annual premium per vehicle, calculated on the difference between the number of Vehicles at the inception and the number of vehicles at the end of the Period Of Insurance.

Making A Claim

Please note: If You don't meet Your obligations under the Policy Terms We may refuse or reduce what We pay in relation to a claim and/or cancel Your Policy, subject to relevant law. See in particular, "When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim" on page 9 and "Cancellation" on page 45 for further information.

What You Must Do

1. Do not admit liability

You must not:

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

We are entitled to take over and conduct the defence of any claim made against You for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of claims. We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to.

If the claim is for legal liability, You may make a written request to Us to agree that You are covered in respect of the claim.

2. Prevent further Damage

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

3. Contact the police

Subject to the laws of the State or Territory in which the Accident occurs, You must as soon as possible:

- a) contact the police if any person was injured as a result of the Accident;
- b) request the police to attend the scene of the Accident;
- c) go to the local police station to complete a 'Self Reporting Collision Form' if the police inform You that it is not necessary for them to attend the scene of the Accident; and
- d) contact the police if Your car is stolen or maliciously damaged.

4. Contact Us as soon as possible

If there is any Accidental loss, Damage or liability which is likely to result in a claim, You must tell Us as soon as reasonably possible the full details of any Accidental loss, Damage or anticipated or alleged liability.

In certain cases if You don't get our prior consent to taking certain actions as required by the relevant Policy Term, this may allow Us to refuse to pay or reduce a claim and/or cancel the Policy to the extent permitted by applicable law.

You must assist Us with Your claim. This means You must:

- give Us all relevant information, documentation and other assistance that We may reasonably require to substantiate and investigate the claim that We request (including attending an interview or giving evidence in court as We may reasonably require);

- give Us relevant details of any Accidental loss, Damage or anticipated or alleged liability and such other information in relation to the claim as We may reasonably require;
- if We ask you for a statutory declaration verifying the details of Your claim and any other matters connected with the claim, You must provide it;
- provide proof of Your ownership of, or legal responsibility for, any lost or Damaged Vehicle or property if We ask for it. Proof includes things like registration papers, sales receipts, service records, valuations, credit card statements, warranties or car log books; and
- retain and preserve Your Damaged Vehicle or Damaged property for inspection by Us or our agent (including a loss adjuster) prior to authorisation of repairs, unless repairs are immediately necessary for safety reasons or to minimise or prevent further loss, Damage, liability or injury.

This can include giving Us relevant details of any Accidental loss, Damage or anticipated or alleged liability and such other information in relation to the claim as We may reasonably require.

You or Your representative must give Us relevant details in a manner We reasonably require.

This will usually be either:

- in writing by completing Our claim form which will be supplied to You when You contact Us; or
- verbally.

Any correspondence You receive regarding the Accident or event must be sent to Us immediately.

You must advise Us immediately of:

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

If the claim is for legal liability:

- We are entitled to take over and conduct the defence of any claim made against You for damages by a third party. We have full discretion (acting reasonably and taking Your interest into account) in conducting any negotiations, proceedings and the settlement of claims.
- You may make a written request to Us to agree that You are covered in respect of the claim.

How We approach Your claim

We consider relevant information related to the claim and decide:

- if Your claim is covered under the Policy Terms and to what extent (e.g. what limit(s) might apply);
- what Excess(es) apply (if any). See “Excesses” on page 49;
- whether there is outstanding premium that may need to be deducted; and
- if We have agreed to let You keep the wreck where there is a Total Loss, what We reasonably estimate the salvage value to be, which We will deduct. Normally We will keep the Vehicle in the event of a Total Loss.

Within a reasonable period of time, We will advise You of Our decision. If You have a complaint or wish to dispute Our decision see “Complaints and Disputes” on page 15.

What Happens After You Make a Claim

1. Excess

An Excess is the amount shown in Your Policy Schedule or in this document which You will need to pay as contribution to the claim unless We state an Excess does not apply. The payment of an Excess helps to keep the cost of Your premium down by reducing the number of small claims. If We settle Your claim by cash settlement, We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution to the repair or replacement.

For each Event, or series of Events arising from the one originating cause You will bear the amount of the Excess in respect of each and every insured Vehicle, unless stated otherwise.

There are different types of Excess which may apply to You or the driver of Your Vehicle at the time of the claim. The Excess amount(s) are stated in Your Policy Schedule.

These are:

a) Basic Excess

the basic Excess is the amount You will need to pay as a contribution to each claim. The amount of the basic Excess will be shown on Your Policy Schedule beside the heading "Basic Excess".

b) Age Excess

if You make a claim for an Accident when Your Vehicle was being driven by or was in the charge of a driver under the age of 25 years, You must pay the age Excess shown in Your Policy Schedule in addition to the basic Excess.

c) Inexperienced driver Excess

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

You will not have to pay any additional Excesses shown in Your Policy Schedule if You are claiming for any of the following:

- windscreen or window glass Damage only;
- theft;
- hail, storm or Flood Damage;
- Malicious Damage; or
- Damage to Your Vehicle while parked.

d) Tipping Excess

an additional Excess of \$1,000 will apply if Your Vehicle is a rigid body tipper or a tipping trailer and the Event which gives rise to a claim occurs whilst the tipping hoist is fully or partially elevated.

If You don't pay the Excess to Us or as We direct, We may deduct the Excess from the amount We pay in relation any claim. Unless We expressly state otherwise, the relevant limit of liability We pay up to is less any applicable Excess.

2. Faultless Excess

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

- the Accident which gave rise to the claim was the fault of the driver of the other Vehicle; and
- You can supply:
 - the name and address of that driver;
 - the registration number of the vehicle; and
 - any other information that would reasonably allow Us to identify the other person so that We can exercise Our rights of recovery, and
- Your Vehicle was a sedan, station wagon, four wheel drive, panel van, utility or goods carrying Vehicle under 2 tonne Gross Vehicle Mass; and
- the amount of the claim exceeds Your Excess under the Policy and is not a claim for windscreen Damage.

3. When You are at fault

You are at fault if You:

- are responsible for the Accident; or
- contributed to the cause of the Accident.

4. Choice of repairer

We can assist You in selecting a suitable repairer to repair the Damage to Your Vehicle, however You also have the right to choose Your own repairer.

In both instances We will work closely with the repairer to strive to achieve the best repair for You however We may require a second quotation from a repairer chosen by Us. We will then choose (subject to any relevant Policy limits and acting reasonably) to:

- authorise the repairs at Your repairer of choice;
- pay You the reasonable cost of repairing Your Vehicle; or
- move Your Vehicle to a repairer We both agree will repair Your Vehicle. In the instance that We both agree to move Your Vehicle We will provide You with a rental car for up to 3 days in addition to any other benefit provided under Your Policy.

5. Authorising repairs

- a) Where You have loss of or Damage cover You may only authorise emergency repairs as detailed on page 30 under "Emergency repairs". You cannot authorise further repairs to Your Vehicle without Our prior consent.
- b) Before We make a decision regarding Your claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor vehicle assessor will be appointed by Us. We or Our assessor will make the necessary arrangements with You.
- c) Where diagnosis (such as the stripping of engine) is required to determine if there has been an Accident covered by this Policy, if You or We (with your agreement) incur costs for such diagnosis and reassembly and the claim is subsequently accepted as valid by Us, We will bear these costs subject to Sum Insured/limits of liability; and
- d) If the claim is not lodged or the claim is not subsequently accepted by Us, You agree to pay for the diagnosis and reassembly costs.

6. Parts, extras and accessories

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

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

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

7. Sublet repairs

If Your Vehicle requires Us to engage the services of a specific specialist repairer and/or supplier We may sublet that component to such repairer or supplier.

8. Guarantee and warranty

We guarantee materials and workmanship on repairs We authorise for as long as You own or lease Your Vehicle. This guarantee is not transferable.

9. Our rights of recovery

We have the right to recover from any person, in Your name, the amount of any claim paid under the Policy and We have full discretion in the conduct, settlement or defence of any claim in Your name.

We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to.

If We recover more than the amount We have paid to You or on Your behalf, We will pay You the balance.

The amount of any Excess You have paid will only be refunded when Your claim is recoverable.

10. Salvage of Your Vehicle when it is a Total Loss

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

- the wreckage of Your Vehicle will become Our property, and
- We will keep the proceeds of any salvage sale.

At Our discretion (and if safe to do so), You may reclaim the wreckage if You agree to pay Our reasonable estimate of the salvage price.

11. Payment of unpaid premium when Your Vehicle is a Total Loss

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

- the amount of any unpaid premium for the Period Of Insurance will be deducted from the amount payable to You, and
- if We are replacing Your Vehicle, You must pay Us the balance of any unpaid premium for the Period Of Insurance.

12. GST

We will adjust Your claims payment in accordance with the GST provision noted under “General conditions applicable to all Sections of the Policy”, “GST notice” on page 44.



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Thank you for receiving this
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Sompo Japan Insurance
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