

Commercial Motor Vehicle Insurance

Product Disclosure Statement and Insurance Policy



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Jardine Lloyd Thompson Pty Limited
ABN 69 009 098 864
AFS Licence No. 226827



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

COMMERCIAL MOTOR VEHICLE INSURANCE PRODUCT DISCLOSURE STATEMENT AND INSURANCE POLICY

This Product Disclosure Statement (PDS) contains two sections:

- Important Information – contains general information about your commercial motor vehicle insurance policy; and
- The Commercial Motor Vehicle Insurance Policy – contains the terms and conditions of your commercial motor vehicle insurance policy.

To assist you to locate specific items in this PDS, a table of contents is provided on pages (ii) and (iii).

Please read this PDS before you apply for insurance.

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

If you need more information about this PDS or your policy, please contact Jardine Lloyd Thompson Pty Limited.

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IMPORTANT INFORMATION

THE PURPOSE OF THIS PDS

The PDS has been prepared to assist you in understanding your Commercial Motor Vehicle Insurance Policy and making an informed choice about your insurance needs.

This PDS sets out important information about the insurance and the terms and conditions and limitations of the policy. The policy terms and conditions are set out in this PDS under the heading 'Commercial Motor Vehicle Insurance Policy', commencing on page 5.

WHO IS THE INSURER

CGU Insurance Limited is the insurer of the policy. Our Australian Business Number is 27 004 478 371.

Our Australian Financial Services Licence Number is 238291.

In this booklet the insurer is called 'we', 'us' or 'our'.

HOW TO CONTACT US

You may contact us by any of the following ways:

- In person at any CGU Insurance office.
- By telephone on 13 15 32.
- By writing to us at CGU Insurance, GPO Box 9902 in your capital city.
- By email on our website www.cgu.com.au.

WHO IS JARDINE LLOYD THOMPSON PTY LIMITED

Jardine Lloyd Thompson Pty Limited (JLT) is an insurance broker. When providing services to you in respect of this policy, JLT will be acting as your agent. Their Australian Business Number is 69 009 098 864. Their Australian Financial Services Licence Number is 226827.

YOUR COOLING-OFF PERIOD

We will refund all premium paid for cover under your policy if you request cancellation within 30 days of its commencement. To do this, you must advise JLT in writing. You will not receive a refund if you have made a claim under your policy.

HOW TO APPLY FOR INSURANCE

Contact your nearest JLT office and ask to apply for insurance. Confirm the details given to JLT when you requested cover by completing, signing and returning the application form together with your payment.

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

HOW TO MAKE A CLAIM

When something happens that you believe you can claim for, please contact JLT. Details about making a claim are shown in the policy under 'Claims Conditions' on pages 15 and 16.

CALCULATING YOUR PREMIUM

The premium payable by you for this insurance will be shown on your Schedule.

The key factors that influence the premium calculation are reflected in the questions asked, and information sought, at the time of your enquiry or application for insurance. We take into consideration a number of factors in setting our premiums. These factors include the make, model and type of vehicle being insured including modifications made to the vehicle, the age and driving experience of people who will be driving the vehicle, where and how the vehicle is used, the type of loss covered, the place where Your Vehicle is garaged, and your previous insurance and claims history.

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

IMPORTANT INFORMATION

HOW WE HANDLE YOUR PERSONAL INFORMATION

We are committed to handling your personal information in accordance with the Privacy Act.

We need to collect, use and disclose your personal information in order to consider your application and to provide the cover you have chosen.

You can choose not to give us some or all of your personal information, but this may affect our ability to provide you with cover.

When you provide your personal information to us

You acknowledge and consent to us collecting and using your information to:

- consider your insurance application and any subsequent application for insurance,
- underwrite and price any policy issued by us or our related entities,
- calculate and offer discounts,
- issue you with a policy,
- administer the policy, and
- investigate, assess and pay any claim made by or against you.

For these purposes, you acknowledge and consent to us collecting your personal information from, and disclosing it on a confidential basis to, JLT or the third party who you have been dealing with in respect to this insurance policy and who referred you to us, other insurers, our related entities, insurance reference bureaus, law enforcement agencies, investigators and recovery agents, lawyers, any credit provider that has security over your property, assessors, repairers, suppliers retained by us to supply goods and services, advisers and/or the agent of any of these.

When you provide personal information to us about another person

You must be authorised to do so, and you must inform that person, unless informing them would pose a serious threat to the life or health of any individual:

- who we are,
- how we use and disclose their information, and
- that they can gain access to that information.

Privacy of your personal information – for marketing purposes

In order to enhance its relationship with you, JLT may use your personal information that you have provided to us to offer you other products and services which may be of benefit to you.

When you provide your personal information to us – for marketing purposes

You acknowledge and consent to your personal information being used on a confidential basis by us or JLT to contact you by mail, phone or email to provide you information on offers, products and services or for planning, market research and product development.

In using your personal information for these marketing purposes, we and JLT may use and disclose your personal information to offer you our or JLT's products and services directly, or to any other organisation to carry out the above marketing purposes on our or JLT's behalf. However:

- We and JLT will not use your information in this way if you have already told us or JLT not to.
- You must inform us or JLT if you do not want your personal information disclosed or used for these marketing purposes.

THE GENERAL INSURANCE CODE OF PRACTICE

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

The objectives of the Code are:

- to promote better, more- informed relations between insurers and their customers,
- to improve consumer confidence in the general insurance industry,
- to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers, and

IMPORTANT INFORMATION

- to commit insurers and the professionals they rely upon to higher standards of customer service.

Our commitment to you

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

Please contact us if you would like more information about the Code.

HOW TO RESOLVE A COMPLAINT OR DISPUTE

1. Talk to us first

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

If the staff member or claims officer are unable to resolve the matter for you, you or your insurance adviser may speak to a manager. If you are not satisfied with our response, you can go to step 2.

2. Seek a review

If the matter is still not resolved, the manager will refer you or your insurance adviser to the relevant dispute handling department or area who will conduct a review of your dispute. If you are still not satisfied with our response to your dispute, you can go to step 3.

3. Seek an external review

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

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

YOUR DUTY OF DISCLOSURE

When you take out, renew, or change or vary a policy, or when you make a claim, you have a duty to answer our questions truthfully and provide us with any information that could affect our decision to insure you, or the terms of your policy. This is called your 'duty of disclosure'.

What you must do when you apply to take out this policy

When applying to take out insurance, we will ask you certain questions. When answering these questions, you must be honest, and you have a duty under the Insurance Contracts Act 1984 to tell us anything:

- known to you, and
- which a reasonable person in the circumstances would include in answer to any question.

We will use your answers to help us decide whether to insure you and anyone else under this policy, and on what terms.

Who you are answering the questions for

It is important that you understand you are answering the questions in this way on behalf of yourself and anyone else that you want to be covered by the policy.

If you do not answer our questions in this way

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as never being in place.

Renewal, variation, reinstatement or extension of your policy

When your policy is renewed, varied, reinstated or extended, you have a duty, under the Insurance Contracts Act 1984, to tell us anything that you:

- know, or
- could reasonably be expected to know is relevant to our decision whether to accept the risk of insurance and on what terms.

Your duty does not require the disclosure of anything that:

- diminishes the risk to be undertaken by us,

IMPORTANT INFORMATION

- is of common knowledge,
- we know, or in the ordinary course of business, ought to know, or
- is a matter that we indicate your duty has been waived by us.

If you do not comply with your duty of disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim, or we may cancel the policy.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

RENEWAL PROCEDURE

Before the policy expires, we normally send a renewal invitation advising the sums insured, the premium payable and other details to renew the policy. It is important that you check all the details on the renewal invitation including the sums insured before renewing the policy, to satisfy yourself they are the full replacement values.

PHONE JLT FOR ASSISTANCE

Please phone JLT if you need to clarify any of the information contained in this PDS or if you have any other questions regarding your insurance policy. It will assist if you quote your policy number when contacting JLT.

COMMISSION

JLT may receive a commission from us for arranging this insurance. If you require more information about the commission we may pay JLT, you should ask JLT.

COMMERCIAL MOTOR VEHICLE INSURANCE POLICY

THIS POLICY

This policy wording sets out the terms, conditions and limits that apply for the insurance we offer you.

Before applying for your insurance, please take the time to read this document carefully. If we agree to insure you, a Schedule will be sent out to you which sets out the cover you have taken. When reviewing you should carefully check the details in your Schedule.

WHEN YOU ARE INSURED

We will insure you against physical loss, damage or liability caused by any of the insured events as set out in this policy, occurring during the Period of Insurance arising from the use of Your Vehicle:

1. In connection with your occupation or business.
2. For social, domestic or pleasure purposes.
3. In connection with its repair or service.
4. For tuition purposes provided such is not for reward.

This insurance applies only to claims for events occurring within Australia.

This is on the basis that you have paid or agreed to pay us the premium for the cover you have selected and which the current Schedule indicates is in force. If your payment is dishonoured by your financial institution, you may not be insured.

WHO IS INSURED

'The Insured', 'you', and 'your' means the party or parties named as 'The Insured' in the Schedule and any parties having an insurable interest under any lease, hire purchase or other agreement relating to Your Vehicle. Each of the parties comprising the insured shall, for the purposes of this insurance, be considered in the same manner as if that party was the only party named herein as the 'The Insured' and we will waive all rights of subrogation or action which we may have or acquire against any of such parties.

DEFINITIONS

Some of the words in this policy have a special meaning. These words are listed below. If the meaning of a word is not shown below, we will tell you the meaning of the word on the page it is printed.

Agreed Value

(only applicable to sedans, station wagons, coupes, 4WDs, utilities or vans with goods carrying capacity under two (2) tonnes)

Means the fixed amount for which Your Vehicle is insured for each Period of Insurance regardless of any price change for Your Vehicle during that period. The Agreed Value includes the value of insured accessories and equipment.

Market Value

Means the value of Your Vehicle just before the damage occurs based on the age and condition of Your Vehicle. It takes into consideration standard accessories, tools, equipment or spare parts that were originally supplied by the manufacturer and any non-standard vehicle accessories or equipment that are specified in the policy Schedule.

Your Vehicle

Means the vehicle(s) described in the Schedule including:

1. Standard accessories, standard tools, equipment and spare parts supplied by the manufacturer.
2. Equipment, apparatus and accessories including gates, ropes, chains and tarpaulins up to \$1,000 any one item, unless fitted by the original vehicle manufacturer, attached to or built into the vehicle as maintained by you (including the property of your employees).
3. Any signwriting or artwork affixed to the vehicle.

Your Vehicle also means a replacement vehicle as defined under General Conditions on page 17.

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Substitute Vehicle

Means a vehicle used by you or on your behalf in connection with your business in substitution for the insured vehicle whilst it is undergoing repairs or service.

Schedule

Means a document we give you which sets out the details of your insurance cover. It contains details which are personal to you and which parts of the policy you have selected or are paying for. When your policy is changed or renewed, we will give you a new Schedule.

Period of Insurance

Means the period of time commencing on the 'from' date stated in the current Schedule and ending on the 'to' date stated in that Schedule.

Excess

Means the amount you may need to pay following a claim you make under this policy. The amount of any Excess you will have to pay and the situations when you have to pay an Excess are set out in the Claims Conditions on Page 15 of this policy.

LEVELS OF COVER

You can choose from three levels of cover depending on your insurance needs. For each level of cover, the policy operates as follows:

1. Comprehensive

You have cover under:

- a) Section One – Loss Or Damage To Your Vehicle; and
- b) Section Two – Third Party Liability.

2. Third Party Fire and Theft

You have cover under:

- a) Section One – Loss Or Damage To Your Vehicle if the claim is in respect of loss or damage caused by fire, explosion, self ignition, lightning, theft or attempted theft only; and
- b) Section Two – Third Party Liability.

3. Third Party Only

You have cover under:

- a) Section Two – Third Party Liability.

The level of cover selected for each insured vehicle will be shown on your Schedule.

SECTION ONE - LOSS OR DAMAGE TO YOUR VEHICLE

YOUR COVER

1. If, during the Period of Insurance, Your Vehicle is:
 - a) stolen and not recovered within thirty (30) days of the date you reported the loss to us; or
 - b) damaged beyond an amount we consider economical to repair,we will (provided the limits of cover are not exceeded) pay the Market Value or Agreed Value – whichever is shown in the Schedule – of Your Vehicle at the date of loss or damage. However, if Your Vehicle is a sedan, station wagon, coupe, 4WD or utility or van with a goods carrying capacity under two (2) tonnes and the loss or damage occurred within two (2) years of the date of the original registration when new, we will replace Your Vehicle with a new vehicle (of the same make, model and series) unless the finance arrangements on Your Vehicle prevent such replacement.
2. If, during the Period of Insurance, Your Vehicle is damaged (not beyond the amount we consider economical to repair), we will elect to either repair Your Vehicle or pay the cost of repairs to Your Vehicle.

If we elect to repair Your Vehicle:

- a) You can suggest a repairer, or we can suggest one for you. If we do not accept your choice of repairer, you must still cooperate with us to select another repairer that we both agree on. This is our policy on choice of repairer.
- b) When Your Vehicle is repaired, the repairer may use new or reusable parts or parts that are not manufactured by a supplier to the vehicle's original manufacturer which:
 - i) are consistent with the age and condition of the vehicle;
 - ii) do not affect the safety or the structural integrity of the vehicle;
 - iii) comply with the vehicle manufacturer's specifications and applicable Australian Design Rules;
 - iv) do not adversely affect the post-repair appearance of the vehicle; and
 - v) do not void or affect the warranty provided by the vehicle manufacturer.
- c) In repairing Your Vehicle, we may arrange for a part of the repair to be carried out by a specialist service provider – for example, windscreen repairs.
- d) We guarantee workmanship of the repairs authorised by us. This guarantee is for the life of the vehicle and is in addition to your statutory rights against the repairer and warranties that you have from the repairer directly.

Wear and tear is not covered by this guarantee.

We will arrange for repairs authorised by us to be rectified at no cost to you if we agree that the repairs are defective. Before we can arrange for any defective repairs to be rectified, you must give us the opportunity to inspect the vehicle.

LIMITS OF COVER

If your policy Schedule shows you are insured for Agreed Value, the maximum amount we will pay under this section is:

1. The Agreed Value of Your Vehicle as shown in the policy Schedule.

If your policy Schedule shows you are insured for Market Value, the maximum amount we will pay under this section is:

2. the Market Value of Your Vehicle at the time of loss; or
 3. the sum insured, as shown on your current policy Schedule,
- whichever is the lesser.

SECTION ONE - LOSS OR DAMAGE TO YOUR VEHICLE

ADDITIONAL COVERS

1. If Your Vehicle is damaged or stolen, and we agree to pay your claim, we will also pay in addition to the limits of cover:
 - (a) Emergency repair costs up to the limit of \$500 to enable you to reach your destination, or a repairer after an accident.
 - (b) The reasonable costs of taking Your Vehicle to the nearest repairer or place of safety.
 - (c) The costs incurred for the removal of Your Vehicle's debris and Your Vehicle's load arising from an accident or resulting from goods falling or leaking from Your Vehicle, but only up to \$5,000, including charges imposed by the Fire Brigade, Emergency Services or Police.
 - (d) The reasonable costs of returning Your Vehicle to you (following the completion of repairs).
 - (e) The cost of returning Your Vehicle (following discovery) after being stolen, irrespective of whether Your Vehicle was damaged, but only up to \$2,000.
 - (f) The reasonable additional costs (including any accommodation or meals) incurred by your driver and offside(s) to reach their destination or point of departure, whichever is required by you, but only to \$1,000.
2. If Your Vehicle is stolen, we will also pay, in addition to the limits of cover, the cost of hiring a replacement vehicle of similar type for a period of up to twenty one (21) days, but not beyond the date of recovery of Your Vehicle if it can be driven or until it is repaired if it is damaged as a result of the theft. The maximum we will pay is \$2,000 any one event.
3. We will pay the amount incurred by you as a result of general average being declared on a journey totally within Australia in which Your Vehicle is being transported whether by road, rail, sea or air. (General average can only be declared on a marine journey and is expenditure made to safeguard all property common to the journey.)
4. If Your Vehicle is:
 - (a) stolen and not recovered within thirty (30) days of the date you reported the loss to us; or
 - (b) damaged beyond an amount we consider economical to repair; andif the amount of your financial obligation to any parties having an insurable interest under any lease, hire purchase or other agreement relating to Your Vehicle is greater than the market or Agreed Value (in accordance with the basis of cover as shown in the Schedule) of Your Vehicle, we will pay up to the Market Value or Agreed Value (whichever applies) plus 20 per cent toward the discharge of those obligations.
5. We will pay the cost of repairs or the Market Value of a trailer up to \$500 if it is damaged or stolen when it is in your custody or attached to Your Vehicle.
6. We will pay up to \$1,000 for personal property belonging to you or your employees that is:
 - (a) Damaged in an accident.
 - (b) Stolen from Your Vehicle, provided it is securely locked when left unattended.For the purpose of this additional cover, personal property does not include money, cheques, credit cards or debit cards.
7. If the keys to Your Vehicle are lost or stolen, we will pay the reasonable and necessary cost of replacing the lost or stolen keys. We will also pay the reasonable and necessary cost of resetting or reconfiguring any locking mechanism to suit the new keys.

SECTION ONE - LOSS OR DAMAGE TO YOUR VEHICLE

8. You will not lose your No Claim Bonus for the first claim on each of Your Vehicles if the claim is for breakage of a windscreen or window forming part of Your Vehicle; and there is no other damage to Your Vehicle.
9. We will pay \$5,000 if Your Vehicle is being driven by you or any authorised driver and as a direct result of an accident involving Your Vehicle the driver:
 - (a) Dies.
 - (b) Permanently and totally loses sight in one or both eyes.
 - (c) Permanently and totally loses the efficient use of one or both hands or feet.

We will only pay one claim of \$5,000 for any one accident. We will pay the driver or, if the driver dies, the driver's estate.

We will not pay if the death or disability happens:

- (a) more than twelve (12) months from the date of the accident, or
- (b) because the driver committed or attempted to commit suicide.

EXCLUSIONS TO SECTION ONE

We will not pay:

1. For loss expense or damage as a result of wear and tear, rust or corrosion, mechanical or electrical breakdowns or failures to Your Vehicle.
2. For damage to the tyres of Your Vehicle caused by the application of brakes or by road punctures, cuts or blow-outs.
3. For loss or damage to Your Vehicle caused by lawful seizure, confiscation or requisition.
4. If Your Vehicle is stolen or further damaged following an accident if reasonable steps to protect or safeguard Your Vehicle were not taken after the accident.
5. For loss or damage occasioned as a result of the theft (or following the theft) of Your Vehicle by a purported purchaser or a person acting in collaboration with a purported purchaser, unless you, or a person acting on your behalf, were in the vehicle at the time it was stolen.
6. Any amount greater than the maker's latest list price for the supply of any part that is not available locally if Your Vehicle is over 25 years old or has been imported privately into Australia.
7. For any monetary loss incurred by you through contractual financial arrangements on Your Vehicle other than as provided in clause 4 under 'Additional covers' to Section One.
8. For any consequential loss, inconvenience or other detriment of any kind resulting from loss or damage to Your Vehicle other than as provided elsewhere in this policy.
9. For the loss of use of Your Vehicle other than when Your Vehicle is stolen and only to the limits provided in clause 2 of 'Additional covers' to Section One.

General Exclusions on pages 12 to 14 also apply to cover under Section One – Loss or Damage to Your Vehicle.

SECTION TWO - THIRD PARTY LIABILITY

YOUR COVER

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

- (a) you;
- (b) any person in charge of Your Vehicle, with your permission;
- (c) any person in or on, or getting in or on or getting out of or off Your Vehicle;
- (d) your employer, principal or partners (if liability is incurred whilst on their business); or
- (e) following the death of any person entitled to indemnity in (a) to (d) above, the legal representatives of that person,

may be held legally liable to pay as compensation resulting from an accident occurring during the Period of Insurance and caused by or arising out of the use of Your Vehicle (or arising from goods or items being carried by or falling from Your Vehicle) for:

1. Damage to property.

If the damage is caused by, or arising out of the towing of a vehicle, single trailer or caravan, no cover will be provided under this section for damage to the towed vehicle, single trailer or caravan.

2. The costs incurred by or on behalf of a public authority as a result of fire, explosion, leakage or spillage of transported goods in or on or from Your Vehicle.
3. Death or bodily injury.

ADDITIONAL COVERS

1. We will also pay all legal costs incurred with our written agreement following an accident which is the subject of a claim under Section Two, together with any claimants' costs recoverable from you.
2. We will also provide cover under Section Two if the registration on Your Vehicle is cancelled or suspended without your knowledge as a consequence of a traffic fine payment default.

LIMIT OF OUR LIABILITY

The maximum amount we will pay for the total of all claims (including legal costs) arising from a single accident or series of accidents with the same original cause, is shown in the Schedule.

However, the maximum we will pay for the total of any bodily injury claims is five million dollars (\$5,000,000).

EXCLUSIONS TO SECTION TWO

We will not pay:

1. For damage to property belonging to you or held in trust by you or in your custody or control, but this exclusion will not apply to any vehicle including contents thereof belonging to your employees, customers or visitors whilst such vehicle is within the confines of a car park owned or operated by you.
2. For death or bodily injury:
 - (a) To you or any person in charge of Your Vehicle.
 - (b) To the spouse, de facto spouse, parent, sister, brother or child of any person in (a) above, or the parents, sister, brother or children of any of these persons.
 - (c) To any person with whom you ordinarily reside or who ordinarily resides with you.
 - (d) To any employee, agent, contractor or sub-contractor employed or engaged by any person entitled to indemnity under Section Two.
 - (e) If you have been or are entitled to be partially or wholly indemnified by any statutory compulsory insurance or accident compensation scheme, or would have

SECTION TWO - THIRD PARTY LIABILITY

been so entitled to be indemnified under any such scheme as it existed at the commencement date of the Period of Insurance.

- (f) For any claim for which you would have been partially or wholly indemnified but for your failure to insure or register Your Vehicle in accordance with a requirement of any statutory compulsory insurance or accident compensation scheme.
- 3. For any claim brought against any person (entitled to cover under Section Two) in any country outside Australia or in a court within Australia exercising the jurisdiction of a country other than Australia.
- 4. Any fines, penalties, or aggravated exemplary or punitive damages.
- 5. For any claim caused by or arising from the use of Your Vehicle when more than one vehicle, single trailer or caravan is being towed.

For the purposes of this exclusion only, an articulated vehicle comprising a prime mover and one trailer will be regarded by us as a single vehicle.

- 6. For any claim caused by vibration, or the weight of Your Vehicle exceeding any lawful requirements or advisory signs.
- 7. For any claim caused by or arising from the use of Your Vehicle, including any plant or implement attached to or forming part of Your Vehicle, as a tool of trade to:
 - (a) Dig, scrape, bore or drill below the wheel base of Your Vehicle.
 - (b) Clear or level land.
 - (c) Lift items (other than to lift goods on or off Your Vehicle).
 - (d) Spray, suction or vacuum.

General Exclusions on pages 12 to 14 also apply to cover under Section Two – Third Party Liability.

GENERAL EXCLUSIONS

These general exclusions apply to the Section One – Loss Or Damage To Your Vehicle and Section Two – Third Party Liability.

We will not pay any claim:

1. If at the time of the loss or accident Your Vehicle was used to carry a number of passengers in excess of that for which Your Vehicle was constructed, registered or licensed.
2. If at the time of the loss or accident Your Vehicle or any caravan or trailer being towed by Your Vehicle was used to carry or tow a load in excess of that for which it was designed, registered or licensed.
3. If at the time of the loss or accident Your Vehicle was being:
 - (a) Tested other than in connection with or whilst undergoing service or repair.
 - (b) Used in any experiments.
 - (c) Used in or prepared for reliability trials, speed trials, hill climbing tests, rallies, races or other motor sports events or demonstrations.
 - (d) Used in or prepared for any stunt or for film, video or audio recording.
 - (e) Used while in an unroadworthy or dangerous condition, and that condition was a contributing factor to the accident.
4. If at the time of the loss or accident Your Vehicle:
 - (a) Was used otherwise than in accordance with the description of use stated in the Schedule.
 - (b) Was used for the conveyance of passengers for hire, for fare or reward other than under a private pooling arrangement.

We will not regard payment of a travelling allowance by your full-time employer as hire for fare or reward.
 - (c) Was let out on hire.
 - (d) Formed part of your stock in trade.
 - (e) Was used in the business of a motor driving school.
5. If at the time of the loss or accident you were not, or any person driving with your consent was not, licensed to drive Your Vehicle under any law.
6. If at the time of the loss or accident you were, or any person was, driving Your Vehicle:
 - (a) Under the influence of or when impaired by any drug or intoxicating liquor.
 - (b) With a percentage of alcohol in the breath or blood that was in excess of that permitted by any law.

But if you can prove you did not know that the driver of Your Vehicle was so affected, we will indemnify you but not the driver of Your Vehicle.
7. If following an accident involving Your Vehicle you or any person entitled to cover under this policy refused to submit to a test to determine the percentage of alcohol in the breath or blood when requested to do so.
8. Resulting from:
 - (a) War or warlike activities, which includes invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or seized power.
 - (b) Terrorism; being an act, which may include but it is not limited to an act involving the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any

GENERAL EXCLUSIONS

organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

- (c) Radioactivity, or from the use, existence or escape of nuclear fuel, material or waste, or the action of nuclear fission.
9. Resulting from the transportation, loading or unloading or storage of any of the following dangerous goods:
- (a) Gases (in containers of more than five hundred (500) litres capacity) whether compressed, liquefied or dissolved under pressure.
 - (b) The following liquids or pastes when in containers of more than two hundred and fifty (250) litres capacity or solids when in containers of undivided capacity of more than four hundred (400) kilograms:
 - (i) Flammable liquids or substances with a closed cup flash point below twenty-three degrees (23°C) Celsius.
 - (ii) Flammable solids or substances liable to spontaneous combustion or which emit flammable gases on contact with water.
 - (iii) Oxidising agents or organic peroxides.
 - (iv) Toxic or infectious substances.
 - (v) Corrosive liquids or substances.
 - (c) Radioactive substances.
 - (d) Explosive substances or articles.
10. Resulting from the use of a fuel system that does not comply with the appropriate Australian Standard code.
11. Resulting from, or occasioned by, you (or any person entitled to cover under this policy), stealing, converting, absconding with or otherwise misappropriating Your Vehicle or deliberately inflicting damage with or to Your Vehicle.
12. If you or any person entitled to cover under this policy has failed to comply with the terms and conditions of this policy.
13. Arising from the failure or inability of any item, equipment, computer software or other property to recognise correctly, to interpret correctly or to process correctly any date or to function correctly beyond any time when that item, equipment, computer software or other property has not recognised, interpreted or processed correctly any date.
- We will pay any loss or damage or liability which results from that failure/inability and which is covered by this policy, other than loss or damage to the property referred to above.
14. Of whatsoever nature which consists of or arises directly or indirectly out of or in connection with:
- (a) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data and/or software;
 - (b) error in creating, amending, entering, deleting or using electronic data and/or software; or
 - (c) total or partial inability or failure to receive, send, access or use electronic data and/or software for any time or at all,
- from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

GENERAL EXCLUSIONS

Electronic data means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation, or processing by electronic or electromechanical data processing or electronically controlled equipment.

Software means programs, procedures, and routines associated with the operation of electronic or electromechanical data processing or electronically controlled equipment, including any operating system.

CLAIMS CONDITIONS

These claims conditions apply to the whole policy.

EXCESS

1. You will pay the first amount of every claim for each vehicle being the Excess amount shown in the Schedule.
2. The Excess indicated will be increased 100 per cent on any claim arising from the operation of any lifting mechanism or hoist which forms part of Your Vehicle or any plant or attachment to Your Vehicle.
3. An additional Excess is payable if at the time of the loss or accident the person driving Your Vehicle:
 - (a) is under twenty-five (25) years of age; or
 - (b) has been licensed to drive this class of vehicle for less than twenty-four (24) months; or
 - (c) is using Your Vehicle for tuition purposes.

The amount of this additional Excess is shown in the Schedule.

You are not required to pay this additional Excess for:

- (a) Windscreen or side glass breakage.
 - (b) Damage occurring whilst Your Vehicle is in the custody of a person in the motor trade for repair, maintenance, service or storage.
 - (c) Claims caused by fire, explosion, lightning, flood, hail, or other storm damage, theft, malicious damage or damage to Your Vehicle whilst it is parked.
4. If a trailer only is stolen or damaged and there is no damage to Your Vehicle or to any other person's property, then no Excess is payable by you.
 5. Where a sum insured limit is provided under an additional cover, the Excess amount will be deducted from the claim before the sum insured limit is applied.

FAULTLESS EXCESS

If Your Vehicle is involved in an accident and you can supply the other driver's name, address, licence number and vehicle registration number and we agree that the other driver is completely at fault, then no Excess is payable by you.

FRAUD

We will not pay any claim which is in any way fraudulent.

ACCIDENTS AND CLAIMS

You and any person entitled to cover under this policy must:

1. Take reasonable precautions to prevent further loss or damage.
2. Notify the police as soon as possible after you have become aware of the theft or attempted theft of Your Vehicle.
3. Immediately send us any communication received from other parties.
4. Contact JLT for assistance in lodging a claim with the insurer.
5. Not admit or negotiate any claim without our written consent.
6. Notify us in writing with full details as soon as possible after an event that may become the subject of a claim under this policy.
7. Tell us without delay on becoming aware of any impending prosecution.
8. Not authorise repairs to Your Vehicle without our written consent.
9. Notify us of any other insurance that also provides cover for any claim made under this policy.
10. Help us to enforce any rights or remedies (or obtain relief) from other parties due to you or us. We may conduct any actions in your name for our benefit.
11. Allow us full discretion in the conduct, defence and settlement of any claim.

CLAIMS CONDITIONS

GOODS AND SERVICES TAX Where we make a payment under this policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you are, or would have been, entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made.

Where we make a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

GENERAL CONDITIONS

WHAT YOU ARE REQUIRED TO DO FOR US

1. Pay us the premium for this insurance.
2. Tell us as soon as possible of any changes to:
 - (a) the address where Your Vehicle is normally kept; and
 - (b) the use of Your Vehicle; and
 - (c) the regular drivers who will drive Your Vehicle.
3. Tell us as soon as possible of any:
 - (a) modifications that are made to Your Vehicle; and
 - (b) accessories that are added to Your Vehicle; and
 - (c) driving or criminal offences that have been committed by anyone who regularly drives Your Vehicle. You do not need to tell us about any parking offences that a regular driver may receive; and
 - (d) drivers who regularly drive Your Vehicle that have their licence suspended, cancelled or restricted by endorsement.

AUTOMATIC ADDITIONS

If during the Period of Insurance you purchase or lease an additional vehicle of a similar or like nature to those currently insured, then the policy extends to provide cover on the same basis as those vehicles from the date you acquire an insurable interest.

Provided that:

1. the limit under section one shall not exceed \$125,000,
2. you provide full details of the vehicle within thirty (30) days of its purchase or lease,
3. you pay any additional premium as may be required,
4. the Excess shall be the same as other motor vehicles of a similar or like nature currently insured, and
5. cover is subject to existing policy terms, conditions and exclusions.

DAMAGED CAUSED BY UNINSURED VEHICLES

If the level of cover you have chosen is Third Party Fire and Theft or Third Party Only, and Your Vehicle is involved in a collision, we will cover you up to \$5,000 for the repair or replacement of your vehicle if:

1. we decide that the other driver was completely at fault;
2. you can provide us with the name and address of the other driver;
3. neither the driver nor the owner of other vehicle was insured for third party liability; and
4. the other vehicle was not owned by you or any member of your immediate family.

REPLACEMENT VEHICLE

Your replacement vehicle has the same cover in this policy for thirty (30) days from the time you buy it. However:

1. this only applies if the replacement vehicle is of a similar type and carrying capacity as the vehicle it replaces and will be used for similar purposes; and
2. until we have agreed to cover it, the maximum amount we will pay for loss or damage is the Market Value or the price you paid for it, whichever is the lesser.

If we agree to cover the replacement vehicle, we will give you a new Schedule and you must pay any extra premium required. If we do not agree to cover it, or you do not agree to our terms, the policy may be cancelled by you or by us.

Your previous vehicle is no longer covered unless we agree in writing, and you pay any extra premium required.

GENERAL CONDITIONS

BREACH

A breach or non-compliance with any policy condition by one party comprising the insured shall not prejudice this insurance in respect to any other such party.

This insurance shall not be prejudiced by an insured vehicle being used in a manner and condition which is the subject of an exclusion or exception of this policy without the knowledge and consent of the insured.

RELEASE

We agree to waive any rights and remedies or relief to which we may become entitled by subrogation against any contractor carrying out alterations, repairs, maintenance or cleaning, railroad, other transportation corporation or company, municipal or government or semi government or other statutory authority, lessor or property owner, whenever you have been required by contractual agreement to release such parties from liability arising from any peril insured by this policy and such release is allowed without prejudice to this insurance.

CANCELLATION

1. You may cancel this policy at any time by notifying us in writing.
2. We may cancel this policy by notifying you in writing if you are in breach of any of the terms or conditions or for any other reason available at law.

Notice of cancellation has the effect of cancelling this policy at 4.00pm on the fourteenth business day after the day on which notice was given to you.

3. (a) After cancellation by you, we will retain (or be entitled to) the customary short period rate for the time this policy has been in force.
(b) After cancellation by us, we will repay on demand a rateable proportion of the premium for the unexpired Period of Insurance from the date of cancellation.

ERRORS AND OMISSIONS

This policy shall not be prejudiced by an unintentional or inadvertent omission, error, incorrect valuation or incorrect description of the interest given by you, provided that notice is given to us as soon as practicable upon discovery of any such error or omission and you shall pay any additional premium if required.

ENDORSEMENTS

These endorsements only apply when you have requested cover and we have agreed to provide the cover as shown in the current Schedule.

WINDSCREEN CLAIMS

It is agreed that the Excess will not apply:

1. if Your Vehicle is a sedan, station wagon, coupe, 4WD or utility or van with a goods carrying capacity under two (2) tonnes; and
2. the claim is only for breakage of a windscreen or window forming part of Your Vehicle; and
3. there is no other damage to Your Vehicle.

This waiver of Excess will only be provided for the first claim for each of Your Vehicle(s) during each period of insurance.

MAXIMUM NO CLAIM BONUS PROTECTION

It is agreed that you will not lose your No Claim Bonus when you make a claim if Your Vehicle:

1. is a sedan, station wagon, coupe, 4WD or utility or van with a goods carrying capacity under two (2) tonnes; and
2. is receiving our Maximum No Claim Bonus.

This Maximum No Claim Bonus Protection will only be provided for the first claim for each of Your Vehicle(s) during each period of insurance.

HIRE CAR FOLLOWING AN ACCIDENT

If Your Vehicle is damaged as a result of an accident for which we agree to pay a claim and cannot be driven, we will also pay in addition to the limits of cover the cost of hiring a replacement vehicle of a similar type for a period of up to twenty one (21) days while Your Vehicle is being repaired. The maximum we will pay is \$2,000 any one event

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