



QBE Insurance (Australia) Limited

Commercial Motor Vehicle Insurance - Small & Medium Fleets

Product disclosure statement and policy wording

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पॉलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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In an uncertain world, it's good to know there's someone committed to protecting you. In this booklet you'll find our commitment described in detail. By taking the time to read these pages you'll know exactly what you're covered for, what you can expect from us and what we expect of you.

You'll also learn what to do if you need to make a claim, so we promise it'll be time well spent.

About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

This information provided is of a general nature and for information only. Nothing in this booklet constitutes or should be considered to constitute legal, taxation or financial advice. Before making a decision about this Policy, you should consult with your own independent legal, taxation and financial advisors, who can advise you about your personal circumstances.

This booklet is also the PDS for any offer of renewal we may make, unless we tell the Policyholder and you otherwise.

Information in this PDS might change. If the change is adverse then we'll issue a supplementary PDS or a new PDS at renewal. You can get an up-to-date paper copy of all updates (whether adverse or not adverse) at no charge by Toyota Fleet Management (TFM), simply by contacting them.

For more information about this insurance product

Please take the time to read through this booklet and if you have any questions or need more information about this Policy, please contact TFM.

Phone: 1 300 888 870
 Email: fleetinsurance@toyota.com.au
 Mail: Toyota Fleet Management
 Locked Bag 980
 Milsons Point, NSW 1565
 Website: toyotafleetmanagement.com.au

To make a claim

Full details of what you must do for us to consider your claim are provided in the 'Claims' section at the end of this booklet. To make a claim under this Policy please contact:

- 24/7 Telephone number: 1 800 817 683

We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim.

About QBE

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

Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

Group policies: about your right to claim

The Policyholder is Toyota Fleet Management, a division of Toyota Finance Australia Limited ABN 48 002 435 181, AFSL and Australian Credit Licence 392536.

This is a group policy which the Policyholder has entered into with us for the period of insurance. You may be eligible to claim under it as a third party beneficiary, provided you met the eligibility criteria specified in the Policy, or under a particular cover, at the time an insured event occurred.

You can't cancel or vary the Policy – only the contracting insured (Policyholder) and we can do this. If the Policy is cancelled or varied by us, we don't need to obtain your consent. We also don't provide you with any notices in relation to this Policy.

We only send notices to the Policyholder as it's the only entity we have contractual obligations to.

You're not obliged to accept any of the benefits of this Policy but if you make a claim, you'll be bound by its terms, conditions, limitations and exclusions.

Neither we nor the Policyholder hold the cover(s) or the benefits provided under the Policy on trust or for your benefit or on your behalf.

If you're seeking to access the benefit of the Policy, you should consider obtaining advice as to whether it is appropriate for your needs from a person who is licensed to give such advice. Nothing prevents you from entering into other arrangements regarding insurance. To confirm if you may have access to the Policy, and its currency, please contact TFM.

The cost of this Policy

Premium is what the Policyholder pays us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating the amount of premium charged to the Policyholder we take a number of factors into account, including (but not limited to):

- the make, model and type of the vehicle,
- the place where the vehicle is garaged,
- previous insurance and claims history of the insured person and any drivers you and the Policyholder have told us about.

TFM's financial services guide contains additional important information about commission payable by QBE to TFM in connection with this Policy.

Cooling off period

If you change your mind about your Policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and we'll give you a full refund. If you cancel your Policy in these circumstances, you will have no cover under the Policy.

To cancel your cover within the cooling off period, contact TFM electronically or in writing.

You can also cancel your Policy outside the cooling off period, see 'Cancelling your cover under the policy'.

Change of circumstances

You should notify TFM or us as soon as possible when your circumstances change which are relevant to the Policy, for instance, if you purchase a new vehicle outside the parameters of the vehicle coverage. If you do not tell TFM or us of these changes then in the event of you suffering a loss or damage, the insured value may not be adequate to cover the loss, or you may not have cover under the Policy for that vehicle.

General Insurance Code of Practice

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

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

Privacy

We take the security of your personal information seriously.

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the ways we could use it. To get a copy at no charge by us, please visit qbe.com/au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

Complaints

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

Step 1 – Talk to us

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

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

Step 2 – Customer Care

If your complaint isn't resolved by the team looking after your Policy or claim, you can ask them to refer your complaint on to our Customer Care team or you can contact Customer Care directly.

Step 3 – Internal Dispute Resolution

If your complaint isn't resolved by Customer Care, or indeed at any time, you can ask for your complaint to be escalated for review by our Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

Step 4 – Still not resolved?

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

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA.

Disputes not covered by the AFCA Rules

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not happy with how we've handled your personal information, call or email Customer Care.

If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's Customer Care Unit, AFCA or the OAIC

How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> complaints@qbe.com, to make a complaint. privacy@qbe.com, to contact us about privacy or your personal information. customercare@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

How to contact AFCA

Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

How to contact the OAIC

Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

Financial Claims Scheme

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

How to contact APRA

Phone	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.apra.gov.au/financial-claims-scheme-general-insurers

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Our agreement

This Policy is a contract of insurance between the Policyholder (not insureds) and QBE Insurance (Australia) Limited and contains all the details of the cover that we provide. The Policy is made up of:

- this Policy Wording, which sets out the detailed terms, conditions and exclusions of the Policy;
- the most current Policy Schedule issued by us to the Policyholder. The Policy Schedule is a separate document unique to the Policyholder; and
- any other written change otherwise advised by us in writing (such as a new PDS or a supplementary PDS). These written changes vary or modify the above documents.

The cover under this Policy is provided during the period of insurance, after the Policyholder has paid or agreed to pay us the premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

When your cover starts and ends

Motor vehicle fleet owners and operators may become an insured under this Policy. An insured has a right to recover under this Policy through Section 48 of the Insurance Contracts Act 1984 (Cth) and is not a party to the contract of insurance. An insured's ability to access cover:

- starts at the time the relevant person becomes an insured; and
- ends at the end of your period of cover (including at the end of the period of insurance), whichever is the earliest.

Your period of cover is shown on your certificate of insurance.

Excesses

You must pay any excesses which apply to your claim. The excesses which you may have to pay are set out in your certificate of insurance.

How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

Claim for incident in previous period of cover

If we agree to renew your Policy, we will send TFM a renewal offer. If you make any changes to your Policy after we send TFM our renewal offer, and we agree to continue to insure you, we'll send TFM an updated renewal offer and you'll need to pay TFM any additional premium to ensure your cover is not affected.

If we agree to renew the Policy and you claim for an incident that happened during a previous period of cover, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before the Policy was renewed.

Where you had no knowledge or were otherwise unaware of the circumstances surrounding the claim during the previous period of insurance, no additional premium increase will be applied until the following period of insurance.

This condition doesn't affect any other rights we have at law or under this Policy.

Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

Word or term	Meaning
airfield	An area of land set aside for the take-off, landing, taxiing, parking and maintenance of aircraft.
airside	The section of an airfield where aircraft are situated and operated.
certificate of insurance	The certificate of insurance issued by TFM to you at commencement of the period of cover, or any later certificate of insurance issued on renewal or variation by way of endorsement. Your insured vehicles are specified on that certificate of insurance or in a fleet schedule to that certificate of insurance.
dangerous goods	Goods as defined by The Australian Code for the Transport of Dangerous Goods by Road and Rail.
gross combination mass	The maximum legally allowed weight of your truck and trailer combination including the goods carried by that combination.
gross vehicle mass	The maximum legally allowed weight of your vehicle and the goods it can legally carry.
insured	Each TFM customer nominated by TFM to us and specified as the insured on your certificate of insurance. The insured may also be expressed as you, your or yourself.
market value	The cash value of a vehicle of the same age, type and condition, in your local area, but excluding costs and charges for registration, stamp duty transfer and any dealer warranty costs.
period of cover	The period during which the insured and each vehicle can access cover under the Policy. Your certificate of insurance shows your period of cover.
period of insurance	The period during which the Policyholder is insured under the Policy as shown in the Policy Schedule.
Policyholder	The person named as the Policyholder on the Policy Schedule.
Policy Schedule	The schedule of insurance or any endorsement schedule we give to the Policyholder.

Word or term	Meaning
pollution	The presence in or introduction into the environment of a substance that causes or is likely to cause degradation of the land, resulting in actual or potential harm to the health or safety of human beings, animals or other terrestrial life or ecosystems.
premium	The amount the Policyholder pays to us. It includes any taxes and government charges.
suitable hire vehicle	A hire vehicle that takes into account: <ul style="list-style-type: none"> the type and size of the damaged vehicle the ordinary daily uses of the damaged vehicle whether any additional safety devices were part of the damaged vehicle, such as child seats or disability related modifications.
Total loss	An vehicle will be declared a 'total loss', if: <ul style="list-style-type: none"> the cost to repair your vehicle plus the value of any salvage (if applicable) exceeds the market value, or your vehicle is stolen and not recovered within 14 days of the theft being reported to police. <p>We will settle the claim on the basis of market value or the sum insured whichever is the lesser or agreed value depending on the cover stated on your certificate of insurance.</p>
use of the vehicle	<p>Private use</p> <p>Your vehicle must be registered for 'Private use', only in your name and used for the following purposes:</p> <ul style="list-style-type: none"> social, domestic and pleasure purposes, demonstration for sale, in connection with servicing, repairing and subsequent testing, for tuition, as long as it is not for payment, towing a caravan, trailer or vehicle, as long as it is not for payment, driving to or from work, in connection with your occupation or business as, long as: <ul style="list-style-type: none"> it is driven only by you, and the business use does not exceed 20% of the vehicle's usage. <p>Executive use</p> <p>Your vehicle is registered for 'business use', but is used only for the following purposes:</p> <ul style="list-style-type: none"> social, domestic and pleasure purposes, demonstration for sale, in connection with servicing, repairing and subsequent testing, for tuition, as long as it is not for payment,

Word or term	Meaning
	<ul style="list-style-type: none"> towing a caravan, trailer or vehicle, as long as it is not for payment. <p>Business/commercial use</p> <p>Your vehicle is registered for 'Business use', but is used only for the following purposes:</p> <ul style="list-style-type: none"> in connection with your business or occupation, social, domestic and pleasure purposes, demonstration for sale, in connection with servicing, repairing and subsequent testing, for tuition, as long as it is not for payment, towing a caravan, trailer or vehicle, as long as it is not for payment.
vehicle	Each vehicle nominated by TFM to us and specified as a vehicle on your certificate of insurance or in a fleet schedule to your certificate of insurance provided at the commencement of your period of cover.
we, our or us	QBE Insurance (Australia) Limited, ABN 78 003 191 035.
you or your	The person(s), companies or firms named on your current certificate of insurance as the 'Insured'.

Comprehensive cover

Your insurance cover is comprehensive. All sections of this Policy will operate.

If your vehicle is registered this cover provides:

- insurance against theft or accidental loss or damage to your vehicle,
- additional benefits – as set out in the 'Additional benefits' section,
- insurance against legal liability for damage caused by your vehicle to the property of other people – as described in section 2 of the Policy Wording.

The causes of events not covered are described under 'When you are not covered'.

If your vehicle is unregistered section 1 of the Policy Wording will operate and Section 2 of the Policy Wording does not apply.

Section 1: Loss, damage or theft of your vehicle

What you are insured against

We cover you against loss or damage to your vehicle shown in the certificate of insurance occurring during the period of insurance depending on the type of cover you have selected. This includes loss or damage to:

- your vehicle,
- original Manufacturer's standard accessories, standard tools, standard appliances or standard options including built in radio receiver, CD and/or cassette player, air-conditioning, or any gate, chain, strap and tarpaulin attached to or within your vehicle,
- any fixed (built in) unspecified accessories up to \$2,500 (limited to \$500 per item),
- any additional equipment or accessories, provided they have been advised to us and we have agreed to cover them.

What we will pay

Basis of settlement

If your claim is accepted, depending on the type of claim, we will either repair, reinstate or pay the amount of the loss of or damage to your vehicle and items referred to in items (b), (c) and (d) above under 'What you are insured against', at the time of such loss or damage, provided such payment does not exceed the market value or the sum insured whichever is the lesser amount, or agreed value depending on the cover stated on the Policy Schedule or on your certificate of insurance.

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

We agree to approve the use of genuine Toyota parts sourced in Australia for the repair of Toyota vehicles.

For vehicles made by other manufacturers we are entitled to replace damaged parts with new parts or used parts of similar age and condition to those being replaced.

Salvage

If your vehicle is assessed as a total loss and we pay according to the cover provided by this Policy, you must allow us, if we require it, to take possession of your damaged vehicle. If we do not take possession of your damaged vehicle, you cannot abandon your responsibilities for it.

Unavailable Parts

In the event of an incident covered under this Policy, should any part of your vehicle and/or other insured property become unavailable in Australia, we will reimburse you, in accordance with the basis of settlement under 'What we will pay – Basis of settlement', but in no circumstances will we be liable for more than the cost of the parts (including installation) plus the cost of freighting such parts by sea transport.

Should the cost of these parts plus the cost of the repairs exceed the sum insured or market value, whichever is the lesser, we reserve the right to have the vehicle assessed as a total loss.

Financier

If your vehicle is the security for any finance agreement, then:

- we have the right to make claim payments to the financier, and
- any payment made to the financier will satisfy our obligation to you under this Policy for the amount paid.

Section 2: Third party liability – (applicable to registered vehicles only)

What you are insured against

Damage to property

Provided your vehicle is registered in accordance with the requirements of State and or Territory laws, we will cover the amount you may be held legally liable to pay for accidental damage to property belonging to others occurring during the period of insurance, excluding goods being carried by you, caused by or arising out of:

- the use of your vehicle or any trailer or caravan attached to your vehicle, whether or not it belongs to you,
- goods falling from your vehicle,
- the transportation of dangerous goods as defined. The maximum amount we will pay for accidental damage to property belonging to others that occurs during the transportation of dangerous goods is \$1,000,000 unless specified elsewhere in the Policy Schedule or on your certificate of insurance,
- any person who is driving, using or in charge of your vehicle with your permission as if they were you and provided they are not entitled to indemnity under any other policy or statute and provided such cover is not otherwise excluded.

Pollution cleanup costs

If there is no other indemnity available under this Policy, cover is extended to include your legal liability to cleanup or pay cleanup costs following sudden or unforeseen pollution or contamination of water, land or the atmosphere following an event covered under the Policy. The maximum amount we will pay under this clause is \$1,000,000.

Substitute vehicle

We cover your legal liability to pay for accidental damage to property caused (otherwise covered under this section) by a vehicle being used by you as a substitute vehicle while your vehicle is being serviced, repaired or is not driveable.

We give you this benefit only if:

- one substitute vehicle is being used at any one time in place of your vehicle,
- the substitute vehicle is not already covered under another insurance policy, and
- the substitute vehicle is not owned by you and you have the owner's permission to drive it.

Your employer's or principal's liability

We will pay the amount your employer, principal or partner may be held legally liable to pay, for accidental damage to property (which is otherwise covered under this section) while you are using your vehicle on their business, as long as it is not a use that is excluded by this Policy as described under 'Use of the vehicle'

Your liability as principal

We will cover your legal liability to pay for accidental damage to property belonging to others in respect of any motor vehicle not owned or supplied by you or hired to you, which is in the charge of or is being driven by a person authorised to use the motor vehicle on your behalf and in connection with your business.

Supplementary bodily injury

We will pay the amount which you, or any person driving, using or in charge of your vehicle with your permission may be held legally liable to pay by way of compensation or damages for death or bodily injury to persons arising out of the use of your vehicle in Australian States and Territories only.

We do not cover legal liability for death or bodily injury to:

- you or any person driving, using or in charge of your vehicle,
- an employee of yours or who is deemed by any law to be your employee, arising out of their employment with you.

We do not provide cover:

- if your vehicle is not registered,
- if you or any person using your vehicle:
 - is wholly or partly covered under any compulsory statutory insurance scheme or accident compensation scheme, or
 - would have been entitled to be covered under any such scheme as it existed at the commencement date of the relevant period of insurance, even though there may have been a change in the law during that period of insurance, or
 - would have been entitled to be covered under any such scheme if it were not for the application of any excess or deductible applying under the scheme, or
 - would have been entitled to be covered under any such scheme had cover not been refused because you did not:
 - > register your vehicle,
 - > apply for cover under the scheme,
 - > comply with a term or condition of the scheme,
- whilst your vehicle is being loaded or unloaded,
- if your vehicle is registered in the Northern Territory of Australia.

Legal costs

Where you need to obtain legal advice or representation in defending or settling a claim arising out of or in relation to any one incident covered by this Policy, we will pay your reasonable legal costs and expenses. You will need to speak to us first before you incur those costs. We pay this in addition to the amount payable under 'Damage to property' and 'Supplementary bodily injury'.

What we will pay

The maximum amount we will pay under section 2 of this Policy Wording in respect of all claims arising out of one incident or series of incidents arising out of one cause or event will not exceed:

- the amount stated in section 2, for the transportation of dangerous goods \$1,000,000 or pollution cleanup costs \$1,000,000 where they apply, or
- \$32,500,000 for other losses, any one event under section 2.

What you are not insured against

Property damage – property in your care, custody or control

We do not cover the legal liability of you or the driver of your vehicle, for damage to any property belonging to you or the driver of your vehicle or any property belonging to any other party in your or the driver's care, custody or control, except for premises leased or rented to you or where specified in additional benefits for non-owned trailers.

However, we will not treat your employees' or visitors' vehicles including their contents while contained within a car park owned, operated or provided by you, as property in your care, custody or control.

Additional benefits

We give you these additional benefits following loss or damage to your vehicle insured under this Policy:

Towing costs

We will cover the costs of towing your vehicle, plus the reasonable cost of protecting your vehicle:

- to the nearest repairer,
- place of safety, or
- to any other place that we first approve following loss or damage covered under this Policy.

Redelivery

We will cover you for up to \$5,000 to return your vehicle to its normal parked address, following repairs to your vehicle provided:

- the situation where your vehicle was repaired was more than 150 kilometres from your vehicle's normal parked address.

Recovery costs following theft

If your vehicle is stolen and found we will cover you for up to \$5,000 to return your vehicle to its normal parked address.

The cost of repatriating your driver following theft or accident

We will cover you up to a maximum of \$5,000 for the reasonable costs of overnight accommodation and returning an insured driver to the point of departure or at your option to the driver's destination provided:

- your vehicle was more than 150 kilometres from its normal parked address or point of departure at the time of the loss or damage, and
- the vehicle was being used in connection with your business, and
- the costs involved do not relate to emergency medical transportation, and
- you had not intended to pay for overnight accommodation in any event.

Trailer cover

We will pay for theft, or accidental loss or damage to any trailer with a gross vehicle mass of less than 2,000 kilograms (other than a caravan) which is owned by you while it is:

- attached to your vehicle, or
- detached from your vehicle but within your business premises or the domestic land boundaries of your usual home as long as it was not in a common area of home units, flats and the like.

We do not pay for any property in or on the trailer.

The maximum amount we will pay is the market value of the trailer, limited to \$1,500.

Non-owned trailers

We will cover your legal liability for damage to trailers under your control not owned, leased or rented by you and belonging to a principal, provided that:

- the trailer is attached to your vehicle and used in the course of your business,
- an excess of \$2,500 will apply to each and every event giving rise to a claim, and
- the amount of the excess will be increased by 100% if the event giving rise to the claim occurs while any tipping hoist is fully or partially raised.

The amount of the cover is limited to \$75,000 or market value, whichever is the lesser in total any one incident, unless a higher limit is noted on the Policy Schedule or on your certificate of insurance.

Breach of general Policy conditions

A breach or non-compliance with any general Policy condition without the knowledge of you or any responsible officer will not affect your right to the cover under this Policy. However where you or any responsible officer becomes aware of such breach or non-compliance you will notify us as soon as possible. If the risk is acceptable to us we will insure it for the remainder of the period of insurance. The Policyholder will pay any extra premium we may require and you must comply with any additional conditions we may impose.

Removal of vehicle debris

We will cover you up to a maximum of \$50,000 for the necessary and reasonable costs which you are legally liable to pay to clean up and remove any vehicle debris. This is limited to the vehicle itself and does not include any goods falling from your vehicle.

Sign writing

We will cover you for loss or damage to sign writing or fixed advertising signs or materials forming a permanent part of your vehicle at the time of the loss or damage.

Maritime liability

If your vehicle is being transported by sea between Australian ports, we will cover you for your contribution for your vehicle if "general average" is declared.

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

Waiver of subrogation

We will not seek recovery between the persons, companies or firms named in the Policy Schedule or on your certificate of insurance as the insured.

New vehicle replacement

Where your vehicle is a sedan, station wagon, panel van, 4x4, utility or truck with gross vehicle mass not exceeding 12,000 kilograms or a minibus with a carrying capacity of not greater than fifteen (15) persons, we will replace your vehicle with a new vehicle of the same make, model or series so long as it is available in Australia and:

- your vehicle is a total loss, and

- you purchased it new from the manufacturer or their dealer, and
- your vehicle is less than twenty four (24) months old from when it was first registered, and
- your declared sum insured equates to no less than 90% of market value, and
- where your vehicle is financed, your financier has given us written consent.

If a new replacement vehicle is not available, we will replace your vehicle with the nearest equivalent vehicle available, so long as it is available in Australia. If we cannot agree on a replacement vehicle, we will pay you the amount it would cost to buy a new vehicle the same as, or a near equivalent of, the vehicle which needs replacing.

We also pay the registration for the period registered but not exceeding twelve (12) months, stamp duty and dealer charges on the new vehicle but any refund of registration fees or stamp duty applicable in respect to the old vehicle must be refunded to us.

Where your vehicle does not meet all of the criteria above, all total loss claims will be settled on the declared sum insured or the current market value at the time of the loss or damage, whichever is the lesser.

Where you choose to insure the replacement vehicle with us and we accept the risk, we will charge the Policyholder a pro rata premium from the date of acceptance to the expiry date of the Policy.

Agreed sum insured

Where your vehicle has a gross vehicle mass of 12,000 kilograms, or greater and provided the age of the vehicle at the time of such loss or damage, was not in excess of twenty four (24) months from the date of original registration as a new vehicle, by you, we will, in the event of your vehicle being classed as a total loss under this Policy, pay the sum insured declared to us, as the value of the vehicle at the commencement of the current period of insurance.

Car sharing

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

Hire vehicle cost

If your vehicle is stolen or damaged, the theft or damage is covered under this Policy and your claim has been accepted, we will arrange and cover you for the reasonable cost (up to the limits below) of a suitable hire vehicle whilst your insured vehicle is unavailable to you for use provided:

Cover is limited to:

- a maximum period of thirty (30) days, and
- a maximum of \$100 per day for cars (<3500 GVM) and \$250 per day for goods carrying vehicles.

Cover commences where your insured vehicle is:

- stolen, from the date the theft occurred or the date we are notified, whichever is the later
- damaged, on the date your insured vehicle is taken to the repairer provided we are notified at that time.

Cover ceases where your insured vehicle is:

- stolen, after the date of recovery of your stolen vehicle if it can be driven,
- damaged, once we pay a claim if your vehicle is a total loss or the vehicle is repaired, whichever is the earlier.

We are not responsible for ensuring that a hire vehicle is available. If you organise the hire vehicle yourself, you must pay for it and give us a copy of the rental agreement or any receipts for the vehicle so that we can reimburse you.

We do not pay for:

- additional hiring costs over the above limits,
- running costs, including the costs of fuel and tolls,
- damage to the hire vehicle,
- any insurance, insurance excess or other costs you may be liable for under the hire vehicle rental agreement.

Accidents/losses affecting your cover

We take into account accidents/losses that occur during the period of cover.

As a result:

- we may decline to offer cover for a new period of cover;
- the amount you pay to TFM to access cover for a new period of cover may change.

Lease, hire purchase or financial agreement payout

Where:

- your vehicle is assessed as a total loss, and
- your vehicle is subject to a lease, hire purchase or any financial agreement through a financial institution directly related to financing of the vehicle purchase, and
- the payout amount exceeds the agreed total loss amount,

we will pay:

- the agreed total loss amount, plus
- an additional amount of 25% of the total loss amount, provided
- this amount and the total loss amount do not exceed the financial payout figure,
- that any payment over the agreed total loss amount does not include any amounts that are in arrears at the time of loss,
- that any additional payment over and above the agreed total loss amount will include any discounts applicable for full payment of the financial contract.

Funeral expenses

As a result of an accident in a vehicle covered under the Policy your driver sustains a fatal injury, whether or not death occurs at the time of the loss we agree to pay for associated burial or cremation costs and include travel costs within Australia for the deceased driver or any member of the immediate family. This benefit will not be reduced by any accident compensation and we will pay up to \$5,000 in total during any one period of insurance.

Tyre replacement

If a claim is accepted and any tyre cannot be used as a direct result of damage sustained from a loss covered under this Policy, we will pay for the new replacement cost of a similar make and specification. This benefit is applicable provided that the condition of the damaged tyres remaining tread conforms with legal requirements at the time of damage and it was not a recapped or retread tyre.

Locks and keys

If your keys are lost, destroyed or damaged, or if there are reasonable grounds to believe the keys may have been illegally duplicated, we will pay the costs of replacing and recoding the locks and/or keys. We will pay up to \$5,000 during any one period of insurance and this benefit is not subject to loss or damage to the vehicle covered under the Policy.

Fire brigade and/or emergency services charges

If a claim is accepted under the Policy and you are legally liable for fire extinguishment costs charged by the Fire Brigade or emergency services costs, we will pay up to \$20,000 during any one period of insurance only.

Driver's personal property

We will cover the loss or damage to wearing apparel and personal property belonging to the driver not otherwise insured while contained in the vehicle provided:

- (a) money, securities, jewellery, furs, mobile phones, personal music devices, portable GPS, tools of trade and laptop computers are excluded from this cover, and
- (b) the maximum amount we will pay is limited to \$2,000 arising from any one incident.

Choice of repairer

You may choose any licensed repairer to repair your vehicle. We may invite, accept, adjust or decline estimates or arrange to move your vehicle to another repairer acceptable to both of us.

We may not accept your repairer's estimate if we believe:

- they don't have the equipment or expertise to repair your vehicle;
- the scope of repairs may not be correct; or
- their estimate is not competitive.

We agree to approve the use of genuine Toyota parts sourced in Australia for the repair of Toyota vehicles.

Driver accident compensation benefit

(Available only to drivers of vehicles that are sedans, station wagons, panel vans, utility, 4x4 or goods carrying vehicles with a gross vehicle mass less than 3,500 kilograms)

We will pay the following compensation to a driver of your vehicle who is injured and who as a direct result suffers a permanent disability, as defined and as a result of the accident while driving your vehicle.

Compensation will only be payable if:

- the driver was driving your vehicle with your consent and is licensed to drive such a vehicle,
- the driver was not under the influence of alcohol or any narcotic depressant stimulant or hallucinogenic drug, as defined under 'Additional exclusion 12',
- the claim has been accepted under this Policy, and

- the driver is not entitled to any benefits under any compulsory statutory insurance scheme or accident compensation scheme or would have been so entitled if:
 - it were not for the application of any excess or deductible applying under the scheme, or
 - compensation under the scheme had not been refused, because you did not register your vehicle or apply for cover under the scheme.

Table of compensation benefit

Disability from an injury resulting in a compensation	Compensation amount
Permanent quadriplegia	\$100,000
Permanent paraplegia	\$75,000
Permanent total disablement	\$50,000
Permanent loss of entire sight in both eyes	\$25,000
Permanent loss of entire sight in one eye	\$10,000
Permanent total loss of or loss of use of one limb (at or above the wrist or ankle)	\$10,000

Where the driver is permanently left with more than one disability as above will pay only one of the compensation amounts mentioned above. In such circumstances the highest single level of applicable benefit will be paid.

The medical diagnosis of the injury leading to the permanent disability must be made within 90 days of the date of accident for any of the benefits to be given.

The establishment of a permanent disability will be determined by our medical specialist on reasonable grounds giving appropriate weight to medical opinions provided by the injured driver.

We will not pay a benefit claim until the injury is stabilised, the injury is of a permanent nature and the injury is not likely to significantly improve.

Unless the injured driver undergoes all reasonable medical examinations organised by us in order to assess the claim, no compensation will be payable by us. We will arrange the examinations and pay associated costs incurred by the injured driver to attend, including reasonable travel expenses.

Vehicle recovery costs

Where your motor vehicle becomes unintentionally immobilised on a work site or in a physical situation whilst being used as part of your normal business operations we shall cover the cost of recovery or removal toward mobilisation of your motor vehicle.

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

At all times we will pay a maximum of \$20,000 during the period of insurance for this additional benefit.

Removal of load

We will cover you for up to a maximum of \$20,000 any one event for the necessary and reasonable cost to remove the vehicle's load and or cleanup the load debris for goods falling from your vehicle or being damaged following loss or damage to your vehicle. We do not cover any damage to your load.

Windscreen excess protection

If the only damage in an accident is a broken windscreen or window glass, the standard excess shown on your certificate of insurance does not apply to any one windscreen or window glass claim in any period of cover.

For the purpose of this benefit 'broken' shall mean a fracture that extends through the entire thickness of the glass or where the windscreen is laminated, a fracture extending through all layers of the lamination or where the damage is sufficient to prevent registration.

General exclusions

These general exclusions apply to all sections of this Policy.

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. Any act(s) of Terrorism. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day 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 of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:
 - (a) involves violence against one (1) or more persons, or
 - (b) involves damage to property, or
 - (c) endangers life other than that of the person committing the action, or
 - (d) creates a risk to health or safety of the public or a section of the public, or
 - (e) is designed to interfere with or to disrupt an electronic system.
3. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

Sanctions limitation and exclusion clause

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that to do so may expose us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is illegal for us to do so.

Additional exclusions applying to all sections of this Policy

This Policy does not cover:

1.
 - damage to your vehicle's tyres caused by application of brakes, road punctures, cuts or bursting,
 - damage, failure or breakdown of your vehicle's structural, electrical or mechanical parts,

unless caused as a result of an accident covered under the type of cover you have selected or by people acting maliciously,
2. loss of or damage to your vehicle due to depreciation, wear, tear, rust or corrosion,
3. loss of or damage to your vehicle or any resultant mechanical damage:
 - (i) due to failure or breakdown of a structural, electrical, mechanical or electronic nature, or
 - (ii) to any part of your vehicle due to faulty design or workmanship, or
 - (iii) due to you driving the vehicle after a collision, unless you could not reasonably be expected to know that driving the vehicle after an accident could cause such additional damage, or
 - (iv) caused by loss of oil or coolant unless whilst your vehicle is being driven by a thief.

However, we will cover damage directly caused by a collision or fire, to your vehicle, resulting from such failure, as mentioned under 3(i) or 3(ii) above.

4. loss of or damage to your vehicle or liability when endeavouring to evade police apprehension by you or any of your partners or directors or anyone driving your vehicle with your consent,
5. any additional costs, such as but not limited to, hire vehicle costs (other than those covered elsewhere in this Policy), because you cannot use your vehicle even though your vehicle may not be available following loss or damage covered under this Policy,
6. loss of or damage to your vehicle or liability resulting from theft by you, your partners or directors, or your employees,
7. loss of or damage or liability resulting from an intentional act by you or anyone acting with your consent,
8. theft of your vehicle resulting from it being test driven for sale and you or an employee of yours did not accompany the prospective purchaser,
9. loss of or damage to your vehicle if reasonable steps to protect or safeguard your vehicle have not been taken,
10. any liability or obligation assumed by you under any contract, agreement or warranty which would not have otherwise arisen or been implied by law,
11. loss of or damage to your vehicle or liability if your vehicle is used in an unsafe or unroadworthy condition unless such condition could not reasonably be detected by you. This exclusion will not apply if the loss, damage or liability was not caused or contributed to by such unsafe or unroadworthy condition,

12. loss of or damage to your vehicle or liability if your vehicle is being driven by:

- you or by any person with your consent who is not licensed under any relevant law to drive such a vehicle, or
- anyone whose faculties are impaired by any drug or intoxicating liquor, or
- anyone whose blood alcohol reading exceeds the legal limit (subject to any laws to the contrary), or
- anyone who following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of any State or Territory in which the accident occurred.

However we will cover you if you have allowed that person to drive your vehicle and you were not aware that your vehicle was being driven by or in charge of that person when they were so affected or unlicensed.

Where permitted by law, we reserve the right to recover the amount we pay from the driver of your vehicle at the time of the loss or damage.

13. loss of or damage to your vehicle or liability whilst your vehicle is being used in any experiment or type of test or in preparation for or involved in racing, speed testing, reliability trial, pace making, hill climbing, trial or demonstration other than for resale purposes on public roads,

14. loss of or damage to your vehicle or liability if you:

- carry or tow a load, or
- carry a number of passengers,

in excess of that for which your vehicle was designed. However we will cover you if the loss, damage or liability was not caused by or contributed to by any such greater load or number of passengers,

15. your vehicle if it has been legally seized or repossessed,

16. loss of or damage to your vehicle or liability while your vehicle is being used for conveyance of passengers for hire, fare or reward,

17. any fines, penalties, aggravated, punitive, exemplary or multiple damages,

18. loss of or damage to your vehicle or liability for any vehicle running on rails or which is not designed to run solely on solid ground,

19. your liability or any resultant damage, in respect of loss or damage to any underground sewers, water pipes, gas pipes, electric wire cables or their supports including any transmission cables and their supports or any other underground pipes or cables or their supports if such damage is caused by your vehicle which is involved at the time in any digging or excavating,

20. your liability for damage to any land, buildings or other fixed property arising directly or indirectly from the removal, weakening or interference with any support or supports of such land, buildings or other fixed property, if such damage is caused by your vehicle which is involved at the time in any digging or excavating,

21. loss of or damage to any concrete agitator, barrel, bowl or pump and/or its fittings caused by, or arising from the hardening or setting of concrete, unless as a result of a collision the emptying of these items becomes impossible or impractical,

22. loss of or damage to your vehicle or liability outside Australia except where your vehicle is being transported by sea between Australian ports,

23. loss of or damage to your vehicle or liability if your vehicle is being driven by or in the charge of any person over the age of eighty (80) unless you have told us about them and we have noted them on the Policy Schedule or on your certificate of insurance,

24. loss damage or liability if your motor cycle has an engine capacity greater than 250 cubic centimetres and is being ridden by any person under twenty one (21) years of age or a rider who has not held a full motor cycle licence for two (2) years,

25. loss damage or liability if your motor cycle has an engine capacity greater than 500 cubic centimetres and is being ridden by any person less than thirty (30) years of age or a rider who has not held a full motor cycle licence for two (2) years,

26. loss of or damage to your vehicle if at the time of an incident, your crane was lifting, lowering, carrying or suspending a load in excess of that for which it was constructed, or for which it was licensed to lift, lower, carry or suspend,

27. liability arising out of the use of your crane if at the time of an incident, it is lifting, lowering, carrying or suspending any object,

28. you for any breakage of or damage to the boring equipment covered by this Policy while the boring machine is in operation,

29. you for any breakage of or damage to the blades of your plant and equipment covered by this Policy while such plant and equipment is in operation,

30. any liability under section 2: Third party liability, if your vehicle or substitute vehicle is unregistered. However we will cover your liability in respect of the unregistered vehicle on a public road, if you have obtained the appropriate permit to drive the unregistered vehicle on a public road,

31. loss of or damage to your vehicle or liability where the transportation of any goods or substances which are mentioned as dangerous goods, irrespective of the quantities, are not being carried in accordance with the requirements of The Australian Code for the Transport of Dangerous Goods by Road and Rail,

32. liability arising out of the use of your registered vehicle, being used as a tool, or plant forming part of your vehicle being used as a tool, operating at any work site (excluding while the vehicle is travelling, transporting or carting goods),

33. loss of or damage to your vehicle, including any liability, resulting from use of your vehicle when let out on a dry hire basis unless we have agreed in writing to provide dry hire cover,

34. liability arising out of the use of your vehicle whilst underground in any mining activity,

35. liability arising out of the use of your vehicle airside of or at an airfield,

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

37. loss of or damage to any stock in trade including but not limited to vehicles for sale or on consignment,

38. loss of or damage to any vehicle accessories or appliances due to mechanical or electrical derangement.

General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your cover. When making a claim, you must have met and then continue to comply with the conditions of this Policy. Any person covered by this Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under the Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your cover.

Accidents/losses affect the renewal premium

When calculating the renewal premium payable by the Policyholder all claims that occur during the period of insurance may affect the coming year's renewal premium.

In addition if you report an incident or loss after we have advised renewal terms we reserve the right:

- to revise our renewal terms,
- where the Policy has been renewed and a claim has been reported that occurred in the previous period of insurance to charge any additional premium to the Policyholder relative to the reported loss,
- where the Policy has been renewed, to reduce the period of insurance in proportion to the amount due if that additional amount is not paid within 28 days of notification.

All persons or companies bound by this Policy and its provisions

All persons or companies entitled to any benefit under this Policy are bound by the terms and conditions of this Policy. We may refuse a claim if you or any of them are in breach of any of the terms and conditions of this Policy including any endorsements noted or attached to the Policy Schedule or on your certificate of insurance, except as allowed in 'Additional benefits – Breach of conditions'.

Assistance and co-operation

You must provide reasonable assistance to us, including:

- Being truthful and frank at all times
- Providing us with information and documents, such as proof of purchase or repair quotes, if needed (for example, to assess your claim)
- Telling us as soon as possible if you've been contacted by someone about an incident, such as another insurer or a third party's lawyer
- Attending one or more interviews about the claim if we ask you to
- Making your vehicle available for us to inspect or examine
- Taking your vehicle, or allowing us to take it, to a place we require (for example, to have the damage to the vehicle assessed)
- Responding to our requests as soon as possible.

At all times you must refrain from behaving in a way that's improper, hostile or threatening towards us, our representatives, our repairers or third parties involved in an incident.

If you don't co-operate in any of these ways, it may delay your claim, or we may reduce or refuse to pay your claim.

Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor, for example:

- Leaving your vehicle's keys inside your vehicle and leaving it unattended, such as when going to pay for petrol
- Failing to lock your vehicle's windows and doors when you leave it unattended
- Continuing to drive your vehicle after it has broken down, been damaged or you've been notified it has been found after it was stolen.

There is also no cover if:

- You've given someone else permission to use your vehicle and then they steal it
- You or anyone using your vehicle admits fault or liability for an incident, unless we would have provided cover under your Policy anyway.

At all times, you must:

- Prevent damage to property insured, as well as to others and their property
- Minimise the cost of any claim under the Policy

There is no cover if, at the time of the incident, your vehicle:

- Did not meet registration requirements in your state or territory; or
- Was unroadworthy or in an illegal condition, unless its condition did not cause or contribute to the incident.

Changes to your circumstances

You must tell us as soon as possible if any of the information on your Certificate of Insurance or any information relating to your Policy is incorrect or has changed. For example, you must tell us if:

- a change to the ownership of your vehicle(s)
- there is any change to the vehicle to be insured by this Policy,
- you want to change the cover options selected;
- you wish to modify your vehicle, to the manufacturer's specifications to improve your vehicle's performance, but only if your vehicle is a sedan, station wagon, panel van, 4x4 or a goods carrying vehicle with a gross vehicle mass under 3,500 kilograms; or
- a non-standard accessory has been added, or
- there is any other change to the details listed in your Certificate of Insurance.

If you don't tell us, we may reduce or refuse to pay a claim.

If you wish to insure any fitted non-standard accessory or modification, each one must be advised to us for our acceptance, which we will confirm by issuing an alteration advice.

When you tell us about a change or request a change to your Policy, we will assess the change to the risk in accordance with our underwriting rules and processes. If you request any change to cover (for example, you choose to add a cover option) and we agree to the change, we will issue a new Certificate of Insurance and ask you for any additional premium.

If an additional premium is required, the change to your cover will only become effective when you have paid the additional premium by the due date we give to you. If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the most recent contact details you provided to us. If we don't receive payment of the additional premium owed, the change will not be effective and we will confirm this by issuing a replacement Certificate of Insurance. If you request any change to cover and we don't agree to the change, then we will let you know and the Policy will continue unchanged.

If you tell us about a change in your vehicle or its value then we will consider it under our underwriting rules and processes, and depending on the underwriting assessment:

- if we do not agree to the change then we will cancel your Policy and refund the unused portion of the premium.
- if we agree to the change, we will issue a new Certificate of Insurance and ask you for any additional premium, inform you of any change in terms, and any additional applicable excess(es). If an additional premium is required, the change will only be effective when you have paid the additional premium by the due date we give to you.

If we don't receive payment of the additional premium owed, then we will cancel your Policy. We will use the latest contact details you provided us to notify you of the cancellation date, which will depend on factors including:

- if we do not agree to the change then we will cancel your Policy and refund the unused portion of the premium,
- the premium you have already paid on your Policy; and
- the remaining period of insurance.

You will not receive a refund as we will use the premium you have already paid to delay the cancellation date by as long as possible. If you pay the additional premium after we notify you but before the cancellation date, then we will no longer need to cancel your Policy.

Other interests

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll be covered by the Policy. We'll protect their interests only if you've told us about them and we've noted them on the Policy Schedule or your Certificate of Insurance.

Any person whose interests you've told us about and we've noted on the Policy Schedule or on your certificate of insurance is bound by the terms of this Policy in relation to any claim they make.

Protection of vehicles

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

Claims

What you must do after an accident or theft

If an incident happens which may give rise to a claim you must:

- take all reasonable steps to protect or safeguard your vehicle from further loss, damage or theft,
- notify the police as soon as possible if your vehicle or any of your property is stolen or maliciously or intentionally damaged, and provide details of the report to us. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss,
- notify our third party administrator of the incident as soon as possible at the contact details specified below. You will be provided with a claim form and advice on what to do,

24/7 Telephone number: 1 800 817 683,

- supply us with all relevant information we reasonably require to settle or defend the claim,
- notify us of any other insurance covering the same loss, damage or liability,
- provide to us full details as soon as possible after the happening of any accident or occurrence, which may become the subject of a claim under this Policy,
- send to us as soon as possible any letter or communication from other parties,
- tell us as soon as possible of any notice of impending prosecution or details of any inquest or official inquiry,
- give all relevant information and assistance we may reasonably require to handle any claim that you make under this Policy.

If in doubt at any time, call us or TFM.

What you must not do after an accident or theft

In the event of an incident that may give rise to a claim, you must not:

- admit liability if an accident occurs which is likely to result in someone claiming against you,
- make an offer, settlement, promise or payment,
- incur any costs or expenses without our written consent, in respect of any right or claim which may be the subject of a claim by you against us under this Policy,
- authorise repairs to your vehicle without our prior consent. However you may authorise:
 - the fitting of an identical replacement windscreen or window glass;
 - repairs up to \$2,000 (over and above any applicable excesses) if you are more than 200 kilometres from the normal nightly parked address and they are necessary to enable you to continue your journey.

How claims administration and legal proceedings are undertaken

When we pay a claim under your Policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance. This may include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. During the administration, conduct or settlement of the recovery, you can seek an update on the status of proceedings and we will consult you where appropriate.

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

You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take. We will talk to you about these steps before we take them.

If you've received a benefit under your Policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover our reasonable administration, investigation and legal costs.

We'll also report any suspected fraudulent act to the Police for further investigation.

What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Wording or on the Policy Schedule or your certificate of insurance.

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

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

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

- it is in any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

Cover comes to an end following total loss

Where this Policy covers more than one vehicle then this clause will only apply to the particular vehicle which has been treated as a total loss.

If your vehicle is a total loss and we pay you the sum insured, market value or replace your vehicle, then the cover will come to an end for that vehicle and you will no longer have any cover for it. This means you will not be entitled to make any further claim for that vehicle under this Policy and:

- where the Policyholder has paid the premium in full for the period of insurance there will be no refund of any premium, or
- where the Policyholder pays the premium by instalments, we are entitled to deduct from any claim paid or payable, the balance of the unpaid premium or instalments of premium.

The total premium is payable and non-refundable because you have received the benefits associated with a total loss claim under the Policy.

If you have other vehicles insured on the Policy, then your regular instalments will be reduced up until your Policy renewal date because there will be fewer vehicles to cover. This lasts until your Policy renewal date, which you can find on the Policy Schedule or your Certificate of Insurance.

Where we replace your vehicle with a new vehicle, as set out in 'Additional benefits – New vehicle replacement' and you choose to insure it with us and we accept the risk, a pro rata premium is payable by the Policyholder.

Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

Preventing our right of recovery

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

Providing evidence and information

You must be able to demonstrate that you've suffered a loss covered by your Policy for your claim to be accepted. We may ask you for this information if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following records:

- Police reports,
- Medical reports,
- Proof or evidence of loss or damage,
- Proof or evidence of ownership,
- receipts or tax invoices evidencing confirmation of the purchase of your vehicle and any accessories; and
- all service and repair records for all motor vehicles insured by this Policy so that you can prove the amount of any loss if you have to claim under this Policy.

We won't pay any claim when the only proof or evidence of ownership is:

- A photograph,
- A photocopy of any documentation,
- A copy of information downloaded from the internet.

unless you also submit a statutory declaration in support of these items attesting to you being the owner of the item(s) you're claiming for.

Repair guarantee

We will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of your vehicle, only if the repairs have been authorised and managed by us. For entitlement to any repairs under this guarantee you must first allow us to inspect the vehicle and arrange any additional repairs that we agree with you are necessary.

We will not pay for any additional repairs we don't authorise.

Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after we pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds.

Excesses

In most cases, you'll need to contribute an amount towards the cost of any claims you make.

Depending on the age or experience of the driver, and whether a rigid body tipper or tipping trailer is insured under this Policy, you may have to contribute more than one excess. Each excess is shown on your certificate of insurance and is explained below.

If your claim is accepted, you must pay the total amount of the applicable excesses either to us or to the repairer. We will tell you to whom they must be paid. However, if your vehicle is a total loss, we may deduct any excess that you must pay from any payment we make.

In regard to rigid and articulated vehicles with attached trailers then the higher excess of these vehicles will apply.

Where more than one vehicle covered under this Policy is involved in an incident giving rise to a claim, you will have to pay the applicable excesses in respect of each vehicle insured.

Standard excess

The standard excess applies to all claims unless your Policy states that no excess applies to your claim. This amount is shown on the Policy Schedule and your certificate of insurance as the standard excess.

Age or inexperienced driver excess

This excess is only applicable to vehicles with a gross vehicle mass less than 12,000 kilograms.

In addition to the standard excess, you will have to contribute an age excess or inexperienced driver's excess if at the time of any incident giving rise to a claim your vehicle is driven by a person who:

- is under the age of twenty one (21), or
- is aged twenty one (21) but under the age of twenty five (25), or
- is aged twenty five (25) or more but has not held an Australian driver's licence for two or more years for the type of vehicle being driven at the time of the incident.

The amount of the age or inexperienced driver's excess is shown on the Policy Schedule and your certificate of insurance. You will not have to contribute this additional excess if the only damage to your vehicle is a broken windscreen or window glass, or caused by storm or hail damage.

Heavy vehicle age and inexperienced driver's excess

Age or inexperienced driver excess for heavy vehicles (vehicles with a gross vehicle mass or gross combination mass of 12,000 kilograms or greater).

Where a rigid or articulated body motor vehicle with a gross vehicle mass or gross combination mass of 12,000 kilograms or greater is, at the time of an incident, being driven by or is in the charge of a person under twenty one (21) years of age, or the person driving or in charge of the vehicle has less than two (2) years driving experience in Australia for these vehicles at the time of the incident an excess of \$5,000 per vehicle will apply.

Off road excess (applicable only to vehicles that are sedans, station wagons, panel vans, 4x4 or goods carrying vehicles with a gross vehicle mass less than 3,500 kilograms)

The standard excess plus any other applicable excesses payable under the Policy will be increased by 100% if your vehicle is damaged while it is being driven on any beach or off any public road (excluding driveways) or on land not belonging to you.

Learner driver excess

If at the time of a loss or damage a licensed learner driver is in control of the vehicle the excesses that will apply are those that would have applied to the licensed passenger who is instructing the learner.

When you will not have to pay an excess

This section is applicable only to vehicles that are sedans, station wagons, panel vans, 4x4 or goods carrying vehicles with a gross vehicle mass less than 3,500 kilograms covered by comprehensive cover only.

You will not have to contribute any excess towards a claim if:

- (a) the claim involves a collision with another vehicle and the collision which gave rise to the claim was totally the fault of the driver of another vehicle (you may be able to help confirm this by providing a police report, expert reports, witness statements or photographs taken at the scene), and
- (b) you provide us with the registration number of the other vehicle and the full name and address of the other driver, and
- (c) the amount of your claim exceeds the applicable excesses under the Policy.

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

Where the driver of the other vehicle disputes who was at fault, you must pay any excess which applies but we will refund it if we are successful in establishing that the other driver was at fault.

Accidents/losses affecting your cover

We may decide to apply a special excess to an insured, or in relation to a specific incident, taking into account such factors including but not limited to: the type of vehicle owner or driver incident, claims history. A special excess is payable in addition to other excesses. You cannot pay an additional amount to remove a special excess.

Other terms

These other terms apply to how your Policy operates.

Cancelling your cover under the Policy

You can cancel your cover at any time by telling TFM in accordance with your finance agreement with TFM. If there are other persons named as insured on your certificate of insurance, TFM may rely on a request from one insured to cancel your Policy.

We may cancel the Policy in any of the circumstances permitted by law (eg failure to comply with a provision of the Policy, including a provision with respect to payment of the Premium, or if you told us something that you knew to be incorrect or untrue during your application for cover) by informing the Policyholder in writing. The Policyholder will then give you notice in person or send it to your address (including an electronic address) last known to us.

All amounts owed and outstanding for your period of cover up to the effective time of cancellation must be paid, except where this Policy is cancelled within the cooling off period.

If you've paid your premium in advance and your Policy is cancelled, we'll refund you the proportion of the premium for the remaining period of insurance, less any non-refundable government fees, duties or charges.

If you make a fraudulent claim on your Policy, we can cancel it and we won't provide any refund.

Changing the Policy

Changes to this Policy only become effective when:

- we agree to them and send the Policyholder a new Policy Schedule detailing the change, and
- the Policyholder sends you a new certificate of insurance detailing that change.

Sending you documents

We may send letters, policy and other related documents to you. If we email them to you, we'll consider the email to be received by you 24 hours after we send it.

Please make sure we have your current email and mailing address on record and let your financial services provider know as soon as these change.

