



QBE Insurance (Australia) Limited

# **Commercial Motor Vehicle Insurance - Small & Medium Fleets**

Product disclosure statement and policy wording



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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.

We may need to update information in this PDS. If we need to do this, we'll send Toyota Fleet Management (TFM) a new PDS or a supplementary PDS. You can also get a copy of these simply by calling TFM.

## 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](mailto:fleetinsurance@toyota.com.au)
- Mail: Toyota Fleet Management  
Locked Bag 980  
Milsons Point, NSW 1565
- Website: [toyotafleetmanagement.com.au](http://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 Australia

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

## 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 information

If you change your mind within 21 days of the date when you first became an insured, you can cancel your cover and receive a full refund. Naturally, this doesn't apply if you've made or are entitled to make a claim. Even after the cooling off period ends, you still have the right to cancel your cover. However, we may deduct some costs from any refund, as set out in the Policy Wording under 'Cancelling your Policy'.

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

## 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.

## The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

## Privacy

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 full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://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.

## Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

## Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

### Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

### Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

### Step 3 - Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by AFCA decisions - but you're not. You can contact AFCA directly and they'll advise you if your dispute falls within their Rules.

#### *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 satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

## Contacting QBE's CCU, 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"> <li>• <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li> <li>• <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact us about privacy or your personal information.</li> <li>• <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

### How to contact AFCA

Phone	1800 931 678 (free call)
Email	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
Online	<a href="http://www.afca.org.au">www.afca.org.au</a>
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	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## Financial claims scheme

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

More information may be obtained from 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	<a href="http://www.fcs.gov.au">www.fcs.gov.au</a>

## 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 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.

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.
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.
total loss	An vehicle will be declared a 'total loss', if: <ul style="list-style-type: none"> <li>the cost to repair your vehicle plus the value of any salvage (if applicable) exceeds the market value, or</li> <li>your vehicle is stolen and not recovered within a reasonable period of time as determined by us.</li> </ul> <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>

Word or term	Meaning
use of the vehicle	<p><b>Private use</b></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"> <li>social, domestic and pleasure purposes,</li> <li>demonstration for sale,</li> <li>in connection with servicing, repairing and subsequent testing,</li> <li>for tuition, as long as it is not for payment,</li> <li>towing a caravan, trailer or vehicle, as long as it is not for payment,</li> <li>driving to or from work,</li> <li>in connection with your occupation or business as, long as: <ul style="list-style-type: none"> <li>it is driven only by you, and</li> <li>the business use does not exceed 20% of the vehicle's usage.</li> </ul> </li> </ul> <p><b>Executive use</b></p> <p>Your vehicle is registered for 'business use', but is used only for the following purposes:</p> <ul style="list-style-type: none"> <li>social, domestic and pleasure purposes,</li> <li>demonstration for sale,</li> <li>in connection with servicing, repairing and subsequent testing,</li> <li>for tuition, as long as it is not for payment,</li> <li>towing a caravan, trailer or vehicle, as long as it is not for payment.</li> </ul> <p><b>Business/commercial use</b></p> <p>Your vehicle is registered for 'Business use', but is used only for the following purposes:</p> <ul style="list-style-type: none"> <li>in connection with your business or occupation,</li> <li>social, domestic and pleasure purposes,</li> <li>demonstration for sale,</li> <li>in connection with servicing, repairing and subsequent testing,</li> <li>for tuition, as long as it is not for payment,</li> <li>towing a caravan, trailer or vehicle, as long as it is not for payment.</li> </ul>
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:

- (a) insurance against theft or accidental loss or damage to your vehicle,
- (b) additional benefits – as set out in the 'Additional benefits' section,
- (c) 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. Section 2 of the Policy Wording does not apply.

This cover provides insurance against theft or accidental loss or damage to your vehicle.

## 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.

- (a) your vehicle,
- (b) 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,
- (c) any fixed (built in) unspecified accessories up to \$2,500 (limited \$500 per item),
- (d) 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

We will, at our option, 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.

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 declared 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 plus the cost of freighting such parts by sea transport.

Should the cost of these parts plus the cost of the repairs exceed the sum insured or market value, whichever is the lesser, we reserve the right to declare the vehicle 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

##### Property damage

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 under this clause is \$1,000,000 unless specified elsewhere in your 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:

- (a) you or any person driving, using or in charge of your vehicle
- (b) 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:

- (a) if your vehicle is not registered,
- (b) 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,
- (c) whilst your vehicle is being loaded or unloaded,
- (d) if your vehicle is registered in the Northern Territory of Australia.

### Legal costs

We will pay your reasonable legal costs and expenses in defending or settling claims if you have our agreement in writing. We pay this in addition to the 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:

- (a) the trailer is attached to your vehicle and used in the course of your business,
- (b) an excess of \$2,500 will apply to each and every event giving rise to a claim, and
- (c) 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 limited 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 immediately. 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.

If an excess is applicable it is payable to us before we replace your vehicle.

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 car cost following theft

If your vehicle is stolen and the theft is covered under this Policy, we will cover you up to a maximum of \$5,000 for the reasonable costs of hiring a similar vehicle provided:

- we do not pay for hiring charges incurred after the date of recovery of your vehicle if it can be driven,
- cover is limited to thirty (30) days, and
- cover stops once we pay a claim, or the vehicle is repaired if undrivable.

You will need to organise and pay for the hire vehicle. We are not responsible for ensuring that a hire vehicle is available. You must also give us a copy of the rental agreement and any receipts for the vehicle before we will reimburse you.

We do not pay for:

- running costs, including the costs of fuel,
- 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 declared 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 we agree to pay a claim 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 we agree to pay a claim 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:

- money, securities, jewellery, furs, mobile phones, personal music devices, portable GPS, tools of trade and laptop computers are excluded from this cover, and
- 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. However we may invite, accept, adjust or decline estimates or arrange to move your vehicle to another repairer acceptable to both of us.

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 solely determined by our medical specialist.

We will not pay a benefit claim until the injury is stabilised, or our medical specialist has confirmed that in their opinion, the injury is of a permanent nature and the injury will not be likely to significantly improve.

Unless the injured driver undergoes all 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 the costs associated which includes reasonable travel expenses for any examinations arranged by us.)

#### 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

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

#### 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 car 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 you prove that 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:
  - o you or by any person with your consent who is not licensed under any relevant law to drive such a vehicle, or
  - o anyone whose faculties are impaired by any drug or intoxicating liquor, or
  - o anyone whose blood alcohol reading exceeds the legal limit (subject to any laws to the contrary), or
  - o 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 can prove that 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:
  - o carry or tow a load, or
  - o carry a number of passengers,

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

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:

- (a) to revise our renewal terms,
- (b) 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,
- (c) 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

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a 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. 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
- Comply with all laws.

## Changes to your circumstances

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

Examples include:

- a change to the ownership of your vehicle;
- a change of address;

- a change to the vehicle you wish to be insured by this Policy;
- a modification to 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;
- the addition of a non-standard accessory.

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.

Please note that we may require the Policyholder to pay an additional premium as a result of any of these changes.

### Other interests

You must not transfer any interests in your cover under this Policy without our written consent.

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

### Other party's 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 your Policy Schedule or on your certificate of insurance.

### 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 immediately if your vehicle or any of your property is stolen or maliciously or intentionally damaged,
- notify our third party administrator of the incident without delay 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 information we require to settle or defend the claim,
- notify us of any other insurance covering the same loss, damage or liability,
- co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person,
- provide to us full details in writing 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 immediately any letter or communication from other parties,
- tell us immediately of any notice of impending prosecution or details of any inquest or official inquiry,
- give all information and assistance we may 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.

### What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

### 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 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 we declare your vehicle a total loss and 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.

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

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by 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).

### Other insurance

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

### Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

### Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following:

- receipts or other confirmation of purchase of your vehicle and any accessories; and
- all service and repair records.

### Recovery action & uninsured loss

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

### Repair guarantee

If we authorise repairs to your vehicle, we will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of your vehicle. For entitlement to any repairs under this guarantee you must first allow us to inspect the vehicle and we must agree that repairs are necessary.

### Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, provided you agree to pay market price.

### Subrogation

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

## Excesses

'Excess' means the first amount you must contribute to any claim you make under this Policy.

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 we accept your claim, you must pay the total amount of the applicable excesses either to us or to the repairer. We will tell you to whom they must be paid. However, if your 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.

### Standard excess

You will have to contribute the first amount of every 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) you can satisfy us that 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, and
- (b) you tell us the registration number of the other vehicle and the full name, detail's 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 only needs a request to cancel it from one of you.

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) 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.

### **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.

### **Notices**

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

It's important for you to tell us of any change of address as soon as possible.



