

# **Novated Comprehensive Motor Vehicle Insurance**

## **Combined Financial Services Guide and Product Disclosure Statement**

**Including Policy Wording**

Preparation Date: 6th September 2023

Effective Date: 6th September 2023

# Financial Services Guide

This Financial Services Guide (FSG) describes the financial services offered by Toyota Finance Australia Limited ABN 48 002 435 181, Australian Financial Services Licence and Australian Credit Licence 392536 (TFA in this FSG) and is designed to assist you in deciding whether to use our services. It explains TFA's remuneration, and how any complaints you may have will be dealt with. TFA give you the FSG when you ask to discuss insurance with us.

TFA also give you a Product Disclosure Statement (PDS), which you can find within this Combined FSG/PDS document, prior to purchasing any insurance product from TFA. The PDS sets out information about the insurance policy to help you decide whether to acquire the policy.

TFA have authorised the distribution of the FSG part of this document.

## About TFA

TFA provides a comprehensive range of car loans, insurance, warranty and roadside assistance solutions available to personal and business customers. TFA has over 30 years' experience in the Australian market, and an extensive network of regional offices meaning wherever you are in Australia, you'll find TFA ready to help. TFA's role under this insurance is to manage and administer the policy on behalf of the insurer.

## Who TFA acts for

TFA have arrangements with a number of insurers to offer insurance services. When TFA provide you with insurance, TFA act as an agent for the insurer. TFA has a binding authority with Aioi Nissay Dowa Insurance Company Australia Pty Ltd (ABN 11 132 524 282, AFSL Number 443540) (Adica) in relation to the various products TFA provide. This means that when TFA issue an insurance policy underwritten by Adica, TFA are acting for the insurer of the product and not on your behalf. The insurer of your policy is set out in the policy PDS. TFA also share some common ownership with Adica. Any general advice TFA provide to you is not provided on behalf of the insurers.

## How TFA is paid

TFA receive a commission on new business and renewals calculated as a percentage of the base premium (the premium less GST and other government taxes and charges), or a fixed dollar fee, or both for the insurance services TFA provide to you. The commission and fees are paid to TFA by the insurer.

TFA charge an administration fee for our services in facilitating your access to the insurance products issued or arranged by TFA. This is not a fee charged to you by the insurer.

You can ask for more information about TFA's remuneration within a reasonable period after receiving this FSG and before any insurance services described in this FSG are provided to you, unless agreed otherwise.

## What if you have a complaint?

If you are unhappy with TFA's service, please discuss the matter with the staff member who provided your initial service. If the staff member is unable to resolve your concern, please raise it with the TFA senior manager in your region.

If you are unhappy with TFA's decision, you may refer your dispute to the Australian Financial Complaints Authority (AFCA). There is no charge for this service, and a decision of AFCA is binding on TFA but not on you. You can contact AFCA by calling 1800 367 287 or emailing [info@afca.org.au](mailto:info@afca.org.au)

## Professional indemnity insurance

TFA and our employees are covered under professional indemnity insurance that complies with the requirements of section 912B of the Corporations Act. The insurance (subject to its terms and conditions) will continue to cover claims in relation to TFA's employees who no longer work for TFA (but who did at the time of the relevant conduct).

## How TFA uses your personal information

TFA are committed to protecting your privacy. TFA use and disclose the information you provide to arrange or issue your insurance and for any other purposes outlined in our privacy policy. If you don't provide us with full information, TFA may not be able to provide you with insurance. TFA do not rent or sell your information. For more information about how to access the personal information TFA hold about you, how to have the information corrected and how to complain if you think TFA have breached the privacy law, ask TFA for a copy of our Privacy Policy, or visit our website.

## Contact Details

You can contact TFA or provide TFA with instructions using the following contact details:

**Phone:** 1300 888 870

**Email:** [fleetinsurance@tfal.com.au](mailto:fleetinsurance@tfal.com.au)

**Mail:** Toyota Fleet Management  
Locked Bag 980  
Milsons Point, NSW 1565

**Website:** [toyotafleetmanagement.com.au](http://toyotafleetmanagement.com.au)

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# Introduction

Welcome and thank you for choosing Novated Comprehensive Motor Vehicle Insurance. Toyota Finance Australia Limited ABN 48 002 435 181, Australian Financial Services Licence 392536 (TFA). Novated Comprehensive Motor Vehicle Insurance helps you drive with confidence, safe in the knowledge that if the insured vehicle suffers accidental damage, gets stolen or if someone is claiming against you, TFA will be there to help. And of course, Adica will ensure your claim is handled quickly and efficiently.

To find out more about our fleet management products and services, please call Toyota Fleet Management on 1300 888 870 or visit [toyotafleetmanagement.com.au](http://toyotafleetmanagement.com.au)

## Your product disclosure statement

This Product Disclosure Statement (PDS) is also your policy document. Together with your certificate of insurance, it makes up your insurance contract with us.

The PDS provides information about the product offered, the Novated Comprehensive Motor Vehicle Insurance policy, and it is designed to help you to decide whether to become an insured under this product. Please read this document carefully to make sure it provides you with the insurance cover you require. If you do not understand the protection this insurance provides, please contact TFA. TFA's contact details are provided at the end of this document.

The information in this PDS was current at the date of preparation. Adica may need to update some of the information in this PDS from time to time without needing to notify you. You can obtain a copy of any updated information by calling TFA on 1300 888 870 or visiting [toyotafleetmanagement.com.au](http://toyotafleetmanagement.com.au). TFA will give you a free paper copy of any updates if you request them. If it becomes necessary, a supplementary or replacement PDS will be issued.

This PDS and policy wording is an important document and should be retained by you in a safe and convenient place, along with the certificate of insurance which comprises the information you have given TFA and the individual details of your insurance cover, together with any other notices TFA may give you from time to time.

## About Aioi Nissay Dowa Insurance Company Australia Pty Ltd

Aioi Nissay Dowa Insurance Company Australia Pty Ltd (ABN 11 132 524 282, AFSL Number 443540) (Adica) is the insurer. In this PDS, the insurer is also referred to as 'we', 'us', or 'our'. Adica is a progressive global insurer with a corporate culture that places a high value on the integrity of their representations and on their ability to innovate and respond appropriately to the wishes of their customers. Adica provide a niche suite of financial products which complement its customers' insurance requirements and is an APRA regulated AFS licenced insurer.

Adica is responsible for administering claims under the policy.

Novated Comprehensive Motor Vehicle Insurance is underwritten by Aioi Nissay Dowa Insurance Company Australia Pty Ltd ABN 11 132 524 282 AFSL Number 443540.

## About Toyota Finance Australia Limited

Toyota Finance Australia Limited ABN 48 002 435 181, Australian Financial Services and Australian Credit Licence Number 392536 has partnered with Adica to offer this Novated Comprehensive Motor Vehicle Insurance product. The policy is issued by Adica and TFA is the policyholder.

## Details of the master policy arrangement between TFA and Adica

This Novated Comprehensive Motor Vehicle Insurance product is principally designed for employees (and employers) who are customers of Toyota Fleet Management (TFM).

TFA has entered into a master policy with Adica. Under this master policy, an insured, as defined in this PDS, has automatic access to the insurance cover detailed in this document, (which is subject to the relevant terms, conditions, limitations and exclusions specified), but are not party to the contract of insurance. The insured is entitled to the benefits of the relevant insurance cover, noting that TFM is considered an interested party. TFA is the policyholder under the master policy and Adica is the insurer.

## About the insured

Employees (and employers) may become an insured under the policy. An insured has a right to recover under the policy only through Section 48 of the Insurance Contracts Act 1984 (Cth) and is not a party to the contract of insurance. Only the policyholder is able to vary or cancel the policy, however insureds can also make decisions that affect whether they are covered by the policy, for example, by choosing this Novated Comprehensive Motor Vehicle Insurance product as a service for the vehicle under the finance contract.

## Intermediaries and general advice

The insurer's intermediaries receive commissions and fees out of the premiums.

TFA is authorised under its licence to deal in and provide general advice about this insurance. Any advice TFA or its representatives provides is general only and does not take into account your personal objectives, financial situation or needs. Because of this you should decide if this insurance cover is right for you and consider the information contained in this document carefully.

# Product disclosure statement overview

## Important Information

For full details of the policy cover, benefits and conditions, you must read the entire policy.

<b>Your privacy</b>	We are committed to protecting the privacy of your personal information as detailed in our privacy policy. (Refer to the section 'Policy information – Your privacy' to find out more)
<b>Duty of disclosure</b>	You must provide honest, correct and complete answers to the specific questions we ask to enable us to decide whether to insure you or pay your claim. (Refer to the section 'Policy information – Duty of disclosure' to find out more)
<b>When we will not pay your claim</b>	You need to be aware of the risks that you are not covered for under the policy. (Refer to the sections 'Comprehensive Insurance cover' and 'When we will not pay your claim' to find out more)
<b>Making a claim</b>	Please contact us as soon as possible by calling 1800 189 296. (Refer to the section 'Making a claim' to find out more)
<b>GST and Input Tax Credits (ITC)</b>	The amounts covered for the insured vehicle and legal liability include GST, unless expressed otherwise. Any amounts we pay will include GST, but we may reduce the amount by the relevant proportion of any ITC that you are, will be or would have been entitled to receive. (Refer to the section 'How we settle your claim – GST and Input Tax Credits' to find out more)
<b>Renewing the policy</b>	We will write to the policyholder before the policy expires and either invite the policyholder to renew the policy and pay the premium set out in the monthly declaration, or inform the policyholder we cannot continue to provide cover. (Refer to the section 'Additional Terms and Conditions – Renewing the policy' to find out more)
<b>Paying for your insurance cover</b>	To be covered by the policy, the premium must be paid on or before the date we require payment. The premium is payable monthly based on the most recent monthly declaration provided to us by the policyholder during the period of cover, and must be paid to us by the end of the month in which the policyholder provides such monthly declaration. If a monthly instalment remains unpaid for at least one month after its original due date, we may cancel cover and refuse to pay any claims made by you. (Refer to the section 'Additional Terms and Conditions – Paying for your insurance cover' to find out more)
<b>Special conditions</b>	We may impose special conditions on the policy that may exclude, restrict or extend cover for a person or a particular situation. Any imposed conditions will be listed on your current certificate of insurance.
<b>21-day cooling off and cancellation at other times</b>	You will receive a full refund if you cancel your insurance cover within 21 days of its purchase date, provided you have not lodged a claim. You may also cancel your insurance cover at other times and we will refund any premium that applies to the unexpired period of your insurance cover, less our processing charges. (Refer to the section 'Additional Terms and Conditions – Cancelling your insurance cover' to find out more)
<b>Our service commitment to you</b>	We're committed to providing you with the highest standard of service. If you're ever dissatisfied with the outcome of any of your dealings with us, we invite you to use our internal dispute resolution service. If you are not satisfied with our response, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA), an external, independent dispute resolution scheme, of which we are a member. There is no charge to you for either service. (Refer to the section 'Our Service Commitment to you' to find out more)
<b>How we calculate the premium</b>	<p>The premium will be charged on a monthly basis and the amount of premium will be set out in the monthly declaration and varies depending on the information we receive about the risk to be covered by us. We calculate the premium by taking into account a variety of factors including the following:</p> <ul style="list-style-type: none"> <li>– Key pricing factors for the cover provided; and</li> <li>– Government taxes and charges, where applicable.</li> </ul> <p><i>Pricing factors</i></p> <p>The key pricing factors are set out in the following table. The table also shows the impact these factors may have on the premium. Please note that the factors identified are significant factors only and we may take other factors into account when calculating the premium. The way in which different factors impact the premium may change from time to time.</p>

Key pricing factors	Premium Impact
<b>Where the insured vehicles under the policy are located</b>	Areas with a higher incidence of claimable events may attract higher premiums
<b>The value of the insured vehicles under the policy</b>	The premium we charge will take into consideration the characteristics of the range of different vehicles we insure. For example some vehicles attract a higher premium than others because they have a higher repair cost due to things such as vehicle model and age.
<b>Modifications and non-standard accessories</b>	Any modifications or accessories fitted to the insured vehicle that we have agreed to insure for an additional value may result in either a premium increase or discount.
<b>The purpose for which the insured vehicles are used</b>	If insured vehicles are also for business use rather than solely for private use the premium may be higher.
<b>The age, gender, licence, driving, insurance and criminal history of all regular drivers who use the insured vehicle listed on your certificate of insurance</b>	These factors are all relevant to the likelihood of the claim and the risk we are accepting and will increase or reduce the cost of your insurance.
<b>Claims history</b>	The premium may be increased or decreased depending on the past claims experience
<p>Importantly the information you give us may affect how the risk is assessed and therefore the cost of the premium. You need to check the certificate of insurance to ensure all information is correct. If the information is not correct please call us immediately on 1300 888 870.</p> <p><b>Government charges</b> The total premium includes any compulsory government charges, taxes and levies in relation to the policy (e.g. stamp duty and GST) imposed by the applicable state and territory governments. These amounts will be shown separately on the monthly declaration provided to us by the policyholder as part of the total premium.</p>	

### Payments we make to our intermediaries

Commissions and fees are payable to intermediaries out of the premium. These amounts will affect the amount of the premium.

### Taxation

All sections of the policy will be subject to Goods and Services Tax (GST) provision in relation to premiums and claims. Your individual circumstances will be important to and may affect the tax treatment of any premiums you pay or benefits you receive. You should consult your tax adviser regarding your individual circumstances.

The premium is inclusive of stamp duty and GST. If you are claiming input tax credits in relation to the GST on the premium, the GST component may not be 1/11th of the premium due to stamp duty or other government charges.

(Refer to the section 'How we settle your claim – GST and Input Tax Credits' to find out more). This information is a guide only, and is based on current taxation laws, their continuation and their interpretation.



## Features of the policy

The table below summarises the cover and features and benefits available.

This table is a guide only. For a full explanation of the cover available please carefully read each section of this document.

Features and Benefits	Benefits of cover	Limit
<b>Market value</b>	Reasonable costs to repair accidental damage to insured vehicle.  Total loss of insured vehicle.	Up to market value.  Market value.  (Refer also to 'Total loss of insured vehicle under finance contract' below in this table)
<b>Cover for accidental loss or damage to the insured vehicle (including fire and theft)</b>	At our choice reasonable costs to repair insured vehicle, or declare it a total loss.	
<b>Cover for accidental loss or damage to other people's property</b>	Cover for liability in respect of third party property damage caused by the insured vehicle.	Up to <b>\$20 million</b> per event.
<b>Excess-free glass cover</b>	Replace insured vehicle windscreen, sunroof glass or window glass following accidental damage. No requirement to pay the basic excess for the first glass cover claim.	Applies to first glass cover claim only.  Basic excess payable when claiming on a second or subsequent occasion in any 12-month period for glass cover damage.
<b>Keys, locks and barrels</b>	Replacement costs.	Up to <b>\$1,000</b> per claim.
<b>Replacement with new vehicle after a total loss within first three years of original registration</b>	New for old vehicle replacement following a total loss (conditions apply).	Applies to an insured vehicle which is declared a total loss within first three years of original registration and which you have insured with us continuously since your insurance cover first commenced.
<b>Total loss of insured vehicle under finance contract</b>	Pay additional finance gap up to a maximum of 25% of the market value of the insured vehicle.	Total loss of insured vehicle under finance contract.
<b>Legal costs</b>	We will pay for all legal costs and expenses which may reasonably be incurred for any claim or action we have defended in relation to the policy, provided we have given our prior approval for these costs.	
<b>Towing and storage</b>	Cover protection, removal and towing of the insured vehicle if it is not safe to drive after an accident.	Reasonable cost of protection, removal and towing.
<b>Re-delivery costs</b>	Delivery of insured vehicle to home or a repairer prior to repair.	Reasonable cost for insured vehicle redelivery.  For accidents occurring more than 100 kms from insured's home.
<b>Trailer, boat and caravan cover</b>	Cover for accidental loss or damage or theft to a registered trailer, boat or caravan.	Up to <b>\$1000</b> in total.

Features and Benefits	Benefits of cover	Limit
<b>Personal items</b>	Cover for loss or damage to personal property in the insured vehicle (exclusions apply).	Up to <b>\$500</b> .
<b>Baby capsules and child seats</b>	Cover for loss or damage to baby capsules and child seats fitted to the insured vehicle.	Up to <b>\$500</b> .
<b>Emergency repairs</b>	Reimburse cost of emergency repairs that need to be done to the insured vehicle.	Up to <b>\$500</b> .
<b>Emergency trip continuation</b>	Cover for the cost of transportation / temporary accommodation if the insured vehicle cannot be safely driven following an accident or theft which occurs <b>more than 100 kms</b> from the insured's home.	Up to <b>\$100</b> per day (maximum of <b>\$500</b> per claim).
<b>Taxi fares</b>	Taxi transport from the scene of the accident to the insured's chosen location following an accident or theft less than 100km from the insured's home.	Up to <b>\$100</b> in total for the cost of taxi fares.
<b>Driving instruction cover</b>	Cover for damage to the insured vehicle: <ul style="list-style-type: none"> <li>- if a learner driver is driving the insured vehicle (conditions apply), or</li> <li>- while participating in a defensive driving course.</li> </ul>	
<b>Rental car following theft</b>	Provide a rental car following theft of the insured vehicle.	Up to <b>21 days</b> to a maximum of <b>\$60</b> per day.
<b>Rental car following accidental damage</b>	Provide a rental car if the insured vehicle is accidentally damaged.	Up to <b>10 days</b> to a maximum of <b>\$60</b> per day.
<b>Excess-free for recoverable claims</b>	No excess payable for claims where there is an opportunity to recover costs in connection with the accident.	
<b>Lifetime Repair Guarantee (including Genuine Parts promise)</b>	<p>All authorised repairs covered by our Lifetime Repair Guarantee.</p> <p>New genuine parts used on authorised repairs (except for replacement of windscreens, sunroofs and window glass) – insured vehicles within the manufacturer's original new vehicle warranty period at the time of the accident.</p> <p>In all other cases, the insured vehicle will be repaired using genuine parts or parts consistent with the age or condition of the insured vehicle, except for the replacement of windscreens, sunroofs and window glass where Australian Design Rule compliant parts may be used.</p>	For the life of the insured vehicle, even if no longer owned by the insured. Up to a maximum warranty period of three years from the date of first registration at the time of the accident. After the maximum warranty period concludes.

## Policy information

### Our contract with the policyholder

The policy is a contract of insurance between the policyholder (not the insured) and us and contains all the details of the cover that we provide.

#### The policy consists of:

- this PDS which sets out what is covered, the claims procedure, exclusions and other terms and conditions of cover; and
- any other written change otherwise advised by us in writing (such as an endorsement or a supplementary PDS). These written changes vary or modify the above documents.

This document is also the PDS for any offer of renewal we may make, unless we tell the policyholder and you otherwise. The policyholder and you should keep the policy in a safe place.

The certificate of insurance is issued by the policyholder to the insured and sets out the cover details relevant to each insured covered under the master policy. The policyholder will send you an updated certificate of insurance in the circumstances where there are variations to your policy or your details change.

We reserve the right to change the terms of this product where permitted to do so by law.

### Our agreement with you

We will indemnify you and any interested party who has a financial, security and/or insurable interest in the insured vehicle against accidental loss or damage (including theft) and legal liability, subject to:

- the options you have selected as detailed in your certificate of insurance;
- the terms, conditions and limits as detailed in this document;

- the premium being paid by or on behalf of you;
- you taking all reasonable steps to safeguard the insured vehicle from loss at all times; and
- the event occurring in Australia during the period of cover.

### Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that you should be aware of when making decisions in respect of the policy. These things may affect the amount of the payment that we will make in the event of a claim.

You should be aware of the following matters in considering whether this product is suitable for your needs.

- it is a condition of provision of cover in respect of an insured under the policy that, subject to the provisions of the Insurance Contracts Act 1984 (Cth), we will not be liable to provide or to pay benefits where there has been misrepresentation or non-disclosure by an insured. For these purposes we will treat an insured as if they did owe a duty of disclosure to us (Refer to the section – 'Duty of disclosure' to find out more);
- the policyholder may vary the policy with our consent and alter the cover under the policy.

### When your cover starts and ends

An insured's ability to access cover:

- starts at the time the relevant person, entity or company becomes an insured; and
- ends when the relevant person no longer meets the eligibility criteria for insureds specified in the certificate of insurance or at the end of your period of cover, whichever is the earliest.

## Your privacy

For the purposes of this section 'Aioi Nissay Dowa Insurance Company Australia Pty Ltd' (Adica) means 'we', 'our', 'us'.

As part of your insurance cover arrangements we collect personal information (including sensitive information such as health information) about you ('Your Information'). Wherever possible we will collect Your Information directly from you. However, there may be occasions when we collect Your Information from someone else, such as the policyholder.

We value your privacy and will only use Your Information for the purposes for which it was collected, the purposes set out in our privacy policy ('Privacy Policy'), other related purposes notified to you and as permitted or required by law. You may choose not to give us Your Information, but this may affect our ability to provide you with our products or services.

We may share Your Information with our related entities and third parties including any intermediary, the policyholder and its affiliates, who provide services to

us or on our behalf or with other entities for purposes for which it was collected. Some of these entities may be located outside of Australia.

For more details on the purposes for which and how we collect, store, use and disclose Your Information please read our Privacy Policy located at [toyotainsurance.com.au](http://toyotainsurance.com.au) or contact us at [insurance@toyota.com.au](mailto:insurance@toyota.com.au) or 137 200 to request a copy of the Privacy Policy be sent to you.

We encourage you to obtain a copy of the Privacy Policy and read it carefully.

By applying for, using or renewing any of our products or services or providing us with Your Information, you agree to Your Information being collected, held, used and disclosed as set out in the Privacy Policy.

The Privacy Policy also contains information about how you can access and seek correction of Your Information, make a complaint about a breach of the privacy law and how we will deal with such a complaint.

## Duty of disclosure

Before the policyholder enters into or renews the policy, the policyholder has a duty to disclose to us every matter that the policyholder knows, or could reasonably be expected to know, that is relevant to our decision whether to insure the policyholder and anyone else to be insured under the policy, and on what terms. This duty applies at inception of the policy, throughout the period of cover and at renewal.

The policyholder's answers to our questions must be honest, correct and complete and the policyholder has a duty under law to tell us anything known to the policyholder, and which a reasonable person in the circumstances would include in answer to the questions. We will use the answers in deciding whether to insure the policyholder and anyone else to be insured under the policy, and on what terms.

The policyholder does not need to tell us about anything which:

- reduces the chances of you making a claim;
- we should know about because of the business we are in; or
- we tell the policyholder we do not want to know.

If the policyholder fails to comply with its duty to disclose, we may reduce or deny any claim that you make or cancel the policy. If the policyholder acts fraudulently, we may refuse to pay your claim and treat the policy as never having existed.

## Insureds

In the case of insureds, there is no statutory duty of disclosure which exists. However, it is a condition of provision of cover in respect of an insured under the policy that we obtain from the policyholder the agreed information from each insured in the form we make available before cover to that insured is provided and we will not be liable to provide or to pay benefits where there has been misrepresentation or non-disclosure by an insured.

For these purposes we will treat an insured as if they did owe a duty of disclosure to us and without limitation will exercise any powers in respect of non-payment of benefits or cancellation of cover which we could exercise under the Insurance Contracts Act 1984 (Cth) if an insured did owe us a duty of disclosure.

## Commonly used words or expressions

Some of the words in the policy have specific meanings. These words and their meanings are listed below:

<b>Accident or accidental</b>	means a mishap (or series of mishaps) that was unintended or unexpected by you or the driver of the insured vehicle, which involved the insured vehicle and arose from a single event.
<b>Business use</b>	means the insured vehicle is either registered as a business vehicle or used for income earning purposes, but does not include goods carrying or courier use vehicles.
<b>Certificate of insurance</b>	means the most recent certificate of insurance that shows the particular details and period of cover. This includes any other notices the policyholder may give you from time to time.
<b>Courier use</b>	means a vehicle which is under two tonnes carrying capacity and used for business purposes and for the collection or delivery of goods upon no fixed route.
<b>Defensive driving course</b>	means a paid professional driver education and training course that is: <ul style="list-style-type: none"> <li>– solely teaching defensive driving skills and is advertised as such;</li> <li>– conducted under full-time, direct professional instruction and supervision; and</li> <li>– offered for sale to members of the public on a continuing basis.</li> </ul> It does not include a track day, racing school or timed event.
<b>Driver(s)</b>	means any person other than the insured who is driving or in control of the insured vehicle with their express consent.
<b>Excess</b>	means the amount(s) you must pay towards the cost of any claim under your insurance cover.
<b>Finance contract</b>	means the contract listed on your certificate of insurance and includes a novated lease contract.
<b>Finance contract payout</b>	means the outstanding amount due on the your finance contract as advised by the financier.
<b>Financier</b>	means Toyota Fleet Management, a division of Toyota Finance Australia Limited ABN 48 002 435 181, Australian Credit Licence 392536, which has agreed to provide you with the finance contract and is listed on the monthly declaration. The financier may also be expressed as the 'interested party', 'TFA' or as 'TFM'.
<b>Genuine parts</b>	means original equipment manufacturer parts.
<b>Goods carrying use</b>	means a vehicle which is over two tonnes carrying capacity and used for business purposes and for the collection or delivery of goods upon a fixed route, but does not include courier use vehicles.
<b>Insured</b>	means any person, entity or company named as the insured in the monthly declaration who is also the insured vehicle custodian and has requested access to the master policy issued by Adica and the policyholder. The insured may also be expressed as 'you' or 'your'.
<b>Insured vehicle</b>	means all registered vehicles described in the policy schedule provided at the commencement of your period of cover in which you have an insurable interest or which are recorded by the policyholder as insured, including: <ul style="list-style-type: none"> <li>– the standard tools and accessories supplied by the manufacturer, providing they are in or attached to the insured vehicle; and</li> <li>– any modification or non-standard accessory fixed to the insured vehicle that you have told us about and we have agreed to cover as described on the current certificate of insurance.</li> </ul>
<b>Insurer</b>	means Aioi Nissay Dowa Insurance Company Australia Pty Ltd (Adica). In this document, the insurer may also be expressed as 'we', 'us' or 'our'.

<b>Interested party(s)</b>	means any person, entity or company who has an interest over the insured vehicle under a finance contract or as specifically noted in the insured's records.
<b>Intermediary(s)</b>	means any party, entity or company as agreed from time to time to be associated with or acting on behalf of Adica and includes but is not limited to TFA.
<b>Market value</b>	<p>means our determination of the value of the insured vehicle immediately prior to the event that leads to a claim under the policy.</p> <p>Our determination will take into account such things as the insured vehicle's age, make, model, condition and kilometres travelled, and includes any modifications, options or accessories attached to the insured vehicle. Our determination excludes costs and charges for vehicle registration, compulsory third party insurance, stamp duty transfer, dealer warranty costs, transfer fees, dealer delivery and any other on-road costs. We may use recognised industry publications to assist us to calculate the amount.</p>
<b>Master policy</b>	means the master policy entered into between the policyholder and us.
<b>Monthly declaration</b>	means the document provided monthly during the period of cover that details the specific insured vehicles to be covered under the master policy along with details of premiums payable. This document will be in the form of a Recipient Created Tax Invoice (RCTI) issued by the policyholder to us.
<b>Non-recoverable claim</b>	<p>means a claim where there is no opportunity to recover costs in connection with the accident because:</p> <ul style="list-style-type: none"> <li>- we determined the driver of the insured vehicle contributed to the cause of the accident;</li> <li>- we determined the accident or loss was not caused by the driver, but the person who caused the accident is unable to be identified;</li> <li>- the accident or loss was not caused by a person; or</li> <li>- you cannot provide us with the full names, current residential addresses and phone numbers of all drivers, passengers and witnesses involved, as well as the vehicle registration and insurance details of all drivers involved.</li> </ul>
<b>Period of cover</b>	means the current period for which we have agreed to provide you with insurance as set out in your certificate of insurance.
<b>Policyholder</b>	means Toyota Finance Australia Limited, ABN 48 002 435 181 AFSL and Australian Credit Licence Number 392536, who has entered into this master policy with us.
<b>Private use</b>	means the insured vehicle is used solely for private, domestic and pleasure purposes, including travel to and from work, but excluding business use, courier use and goods carrying use.
<b>Rental car</b>	means a hired car that has been arranged or pre-approved by us which is being used temporarily following a claim we have accepted under the policy for accidental loss or damage to the insured vehicle.
<b>Recoverable claim</b>	<p>means a claim where there is an opportunity to recover costs in connection with the accident because:</p> <ul style="list-style-type: none"> <li>- we determined the driver of the insured vehicle did not contribute to the cause of the accident; and</li> <li>- you can provide us with the full names, current residential addresses and phone numbers of all drivers, passengers and witnesses involved, as well as the vehicle registration and insurance details of all drivers involved.</li> </ul>

<b>Third party</b>	means a person who is not the insured or is not the person to whom cover is provided directly by the policy.
<b>Total loss</b>	means, in our opinion, the damage to the insured vehicle is so extensive that it would not be safe or economical to repair, or it has been stolen and not found within 14 days after the theft has been reported to us.
<b>We, us, or our</b>	means Aioi Nissay Dowa Insurance Company Australia Pty Ltd ABN 11 132 524 282 AFSL Number 443540 (Adica).
<b>You or your</b>	means insureds who are specifically provided with cover under the policy and other interested parties. Where the insured comprises more than one person, entity or company the word 'you' shall be considered as applying to each person, entity or company, as if they were the only named party.



# Comprehensive insurance cover

## The protection we provide

### Market value

The Novated Comprehensive Motor Vehicle Insurance policy provides market value cover.

### Cover for accidental loss or damage to the insured vehicle

We will cover you for accidental loss or damage (including fire and theft) to the insured vehicle.

At our choice we will:

- a) arrange for the repair of the insured vehicle;
- b) pay the insured the fair and reasonable cost of repairing the insured vehicle; or
- c) declare it a total loss, and either:
  - ii. replace the insured vehicle (refer to the section 'Additional Benefits – Replacement with new vehicle after a total loss' to find out more),
  - ii. pay the market value, or
  - iii. pay the market value of the insured vehicle, plus an additional finance gap amount up to a maximum of 25% of the market value of the insured vehicle (refer to the section 'Additional Benefits – Total loss of vehicles under finance' to find out more).

### Cover for damage to other people's property

We will cover your legal liability to pay compensation for loss or damage to someone else's property caused by an accident involving:

- the insured vehicle; or
- a boat, caravan or trailer whilst attached to, or accidentally detached from, the insured vehicle.

We will also cover the legal liability of:

- any driver of the insured vehicle, provided that person was not covered by another insurance contract at the time of the accident; and

- passengers who are in, or getting into or out of the insured vehicle.

We will not cover legal liability:

- when the loss or damage occurs to property the insured owns or is responsible for or that belongs to someone who normally lives with the insured; or
- if the insured vehicle was being used without the insured's permission at the time of the accident; or
- which is insurable under a statutory or compulsory insurance or compensation scheme or another policy covering such liability; or
- for any liability you agree to accept without our express written consent, and where such liability would not have existed without your agreement.

The maximum amount we will pay for legal liability arising out of any one motor vehicle accident is \$20 million.

## Additional Benefits

### Excess-free glass cover

We will replace the insured vehicle's windscreen, sunroof glass or window glass if accidentally damaged, with parts which are compliant with Australian Design Rule standards.

You will not be required to pay the basic excess that applies to your insurance cover for the first glass cover claim where glass breakage is the only damage sustained to the insured vehicle.

Where you are claiming on a second or subsequent occasion in any 12-month period for glass cover damage, you will need to pay the basic excess that applies to your insurance cover.

### Keys, locks and barrels

If any of the keys or devices giving access to the insured vehicle are stolen, or you believe on reasonable grounds they have been illegally copied, we will pay up to \$1,000 per claim (over and above any basic and voluntary excess that applies to your insurance cover) for the replacement of the insured vehicle's keys or devices and/or recoding of the insured vehicle's locks and barrels. You must pay any basic and voluntary excess that applies to your insurance cover.

We will provide this cover if:

- the theft of the keys/devices has been reported to the police, and police investigations conclude they are unlikely to be found;
- the locks and barrels to the insured vehicle are not damaged;
- the keys/devices were not stolen by a relative, spouse or de facto, invitee, any person ordinarily residing with the insured or with whom they ordinarily reside, or any other person insured under the policy; and
- you are not covered under any other insurance policy.

### Replacement with new vehicle after a total loss

When we declare the insured vehicle a total loss because of accidental damage or theft you will receive a new replacement vehicle provided:

- the insured vehicle is within the first three years of its original registration at the time of the accident, and
- you have insured with us continuously since your insurance cover first commenced.

The new replacement vehicle will be:

- a) a new vehicle of the same make, model and series, provided such a vehicle is available in Australia (including all on-road costs associated with the new replacement vehicle); or if this vehicle is not available,
- b) another vehicle in the manufacturer's range up to the original purchase price (inclusive of all on-road costs).

Any on-road costs we pay in connection with the new vehicle will be less any refund you receive from the registration and Compulsory Third Party insurance for the insured vehicle. We will require you to provide us with written proof of the refund amount you have received. Where the insured vehicle is subject to a finance contract, we will require the financier's written consent before replacing the insured vehicle.

### Total loss of insured vehicle under finance

Where the insured vehicle becomes a total loss and:

- is not within the first three years of its original registration at the time of the accident; and
- the finance contract payout amount is greater than the market value of the insured vehicle,

we will pay the insured/financier the market value of the insured vehicle, plus an additional finance gap amount up to a maximum of 25% of the market value of the insured vehicle, subject to any excess(s).

The finance gap will be calculated as the difference between the finance contract payout amount less the market value of the insured vehicle determined in the total loss calculation under the policy.

In calculating this difference any arrears or deferred payments, or amounts that have become due or payable and have not been paid, or associated penalty costs under the finance contract (where applicable) are excluded.

We will not pay more than 25% of the market value of the insured vehicle where we have replaced the insured vehicle or made a payment under the 'Replacement with new vehicle after total loss' section for the same event.

#### Example 1

Finance gap amount payable equals 25% of the market value

At the time of an accident the finance contract payout amount (excluding any arrears, deferred payments etc) is \$26,000. We determine that the insured vehicle is a total loss and has a market value of \$20,000. A \$1000 basic excess applies to your claim. Your additional finance gap amount will be:  $(\$20,000 \times 25\%) = \$5,000$ . We will pay  $\$20,000 + \$5,000 - \$1,000 = \mathbf{\$24,000}$ .

#### Example 2

Finance gap amount payable is less than 25% of the market value

At the time of an accident the finance contract payout amount (excluding any arrears, deferred payments etc) is \$22,000. We determine that the insured vehicle is a total loss and has a market value of \$20,000. A \$1000 basic excess applies to your claim. Your additional finance gap amount will be: \$2,000 (as the aggregate of the market value of \$20,000 plus the finance gap payment of 25% of the market value is greater than the finance payout amount). We will pay  $\$20,000 + \$2000 - \$1000 = \mathbf{\$21,000}$

### Legal costs

We will pay for all legal costs and expenses which may be reasonably incurred for any claim or action we have defended in your name in relation to the policy, provided we have given our prior approval for these costs.

### Towing and storage

Following accidental loss or damage to the insured vehicle, if the insured vehicle cannot be driven safely we will pay what we consider to be the reasonable cost for the protection, removal and towing of the insured vehicle to the nearest repairer or place of safety authorised by us.

For an example of how we calculate a claim for a new replacement vehicle see Example 1(a) under the 'Claim payment examples' section of this PDS.

**Re-delivery costs**

If the accident occurs more than 100 kilometres from the insured's home we will cover what we consider to be the reasonable cost of transporting the insured vehicle to the insured's home once it has been repaired, or transporting the insured vehicle to a repairer of our choosing in the insured's local area prior to its repair.

**Trailer, boat and caravan cover**

We will also pay for accidental loss or damage (including theft) to the insured's registered trailer, boat or caravan, which at the time of the accident:

- was attached to the insured vehicle; or
- became accidentally detached from the insured vehicle as a result of the accident.

We will pay the lesser of:

- the cost to repair the insured's trailer, caravan or boat; or
- the combined market value of the insured's trailer, caravan or boat, up to \$1,000 in total.

We will not pay for any property being carried in or on the trailer, boat or caravan, or for any item that is already insured against loss or damage.

**Personal items**

We will also pay up to \$500 if personal property belonging to the insured, their spouse or dependent children is:

- stolen from inside the locked insured vehicle;
- stolen with the insured vehicle; or
- damaged as a result of an accident involving the insured vehicle, subject to a claim being accepted on the policy for loss or damage to the insured vehicle.

At our choice we may:

- repair the item;

- pay you the cost of repairing the item; or

- pay you an amount that we believe represents a fair market value for the item at the date of the accident.

We will not pay for items recovered in an undamaged condition.

No cover is provided for cash, cheques, negotiable items, credit cards or jewellery.

We may also require that you provide us with a police report and the relevant receipts and/or invoices relating to the items.

We will not pay for any property that is covered under any other insurance policy.

**Baby capsules and child seats**

We will also pay up to \$500 to replace baby capsules or child seats fitted to the insured vehicle which are:

- stolen from inside the locked insured vehicle;
- stolen with the insured vehicle; or
- damaged as a result of an accident involving the insured vehicle, subject to a claim being accepted on the policy for loss or damage to the insured vehicle.

We will not pay for items recovered in the condition they were in at the time of being stolen.

**Emergency repairs**

If we agree to pay your claim, we will reimburse you for up to \$500 in emergency repairs to the insured vehicle, which may be necessary to enable the insured to continue using the insured vehicle safely following an accident.

The emergency repairs to the insured vehicle can be conducted without any prior agreement between you and us. We will need you to provide us with the receipts and/or invoices for all emergency repairs to the insured vehicle.

### **Emergency trip continuation**

If the insured vehicle cannot be safely driven after being stolen and/or damaged in an accident more than 100 kilometres from the insured's home, we will reimburse the cost of essential:

- reasonable transportation for the insured and their passengers to the insured's home or destination; and
- reasonable transportation to collect the insured vehicle when it has been repaired; or
- temporary accommodation (room rental only) for the insured and their passengers, up to \$100 per day in total (to a maximum of \$500 per claim).

This benefit is only payable if we accept a claim under the policy.

Emergency trip continuation costs can be incurred without our prior approval, but we will need you to provide us with receipts and/or invoices relating to these costs.

### **Taxi fares**

Where the insured vehicle cannot be safely driven following accidental damage or theft less than 100 kilometres from the insured's home and they need to arrange a taxi from the scene of an accident, we will reimburse up to \$100 in total for the cost of a taxi fare to the insured's chosen location.

This benefit is only payable if we accept a claim under the policy and have authorised repairs to the insured vehicle. Receipts for payment of the taxi fares must be produced in support of any claim.

### **Driving instruction cover**

#### *Learner drivers*

We will provide cover if the insured vehicle is being driven by or in the charge of a learner driver, so long as:

- they hold a valid learner's licence or learner's permit equivalent for the state or territory in which they live;
- a fully licensed driver who is listed on the policy accompanies the learner driver and is in the insured vehicle as the instructing passenger in the front seat; and
- the driving lesson is not a paid lesson.

If the insured vehicle is accidentally damaged while a learner driver is driving, they will be treated like a nominated driver and the excess applicable for their age will be payable in the event of a claim.

This cover ceases once a learner driver gains their probationary licence and they will then need to be nominated as a driver on the most recent certificate of insurance, otherwise the undisclosed driver excess will also be payable in the event of a claim.

### **Defensive driving courses**

We will cover damage to the insured vehicle as a result of an accident that happens while the insured is participating in a defensive driving course.

### **Rental car following theft**

If the insured vehicle is stolen and the theft has been reported to the police, we will either arrange and pay for the cost of a rental car for the insured for up to 21 days, or alternatively we will authorise you to arrange a rental car.

Where we authorise you to arrange a rental car (inclusive of insurance) we will reimburse you for the cost of a rental car for up to 21 days to a maximum of \$60 per day.

If the insured vehicle is found undamaged following theft within the 21-day period and the rental car cost is:

- less than any excess you have paid, we will refund the balance; or
- more than any excess you have paid, we will pay the balance.

We will provide this rental car benefit:

- for a maximum period of 21 days; or
- until the date the insured vehicle has been found undamaged and is able to be driven; or
- until the date the insured vehicle has been found and any damage to it is repaired; or
- until the date that we settle your claim, whichever happens first.

### **Rental car following accidental damage**

If the insured vehicle is accidentally damaged this benefit provides the insured with the convenience of a rental car while the insured vehicle is being repaired or if deemed a total loss under the terms of the policy.

We will either arrange and pay the daily hire rate for a rental car for the insured for up to 10 days, or alternatively we will authorise the insured to arrange a rental car.

Where we authorise the insured to arrange a rental car (inclusive of insurance) we will reimburse the insured for the cost of a rental car for up to 10 days to a maximum of \$60 per day.

We will provide this rental car benefit:

- for a maximum period of 10 days; or
- until the insured vehicle has been repaired and is able to be driven; or
- the date we settle your claim if the insured vehicle is a total loss,

whichever happens first.

**Please refer to the 'Additional Terms and Conditions – Our standard conditions for rental cars' section of this PDS for our standard conditions (including insurance cover for the rental car) which apply to all rental car benefits in the policy.**

**For exclusions that impact on cover, please refer to the 'When we will not pay your claim' section of this PDS. These exclusions are in addition to any limitations described under the 'Comprehensive Insurance cover' section of the policy.**

**For examples of how we pay a claim for accidental loss or damage to the insured vehicle, please see Examples 1(a), 1(b) and 1(c) under the 'Claim payment examples' section of this PDS.**

# When we will not pay your claim

## 1. General exclusions

**To make a claim under the policy you must provide us with honest, correct and complete information in a timely manner. Your failure to do this may result in us reducing or denying any claim you make. In addition, we will not pay any claim caused by or arising out of:**

- a) any **war, act of terrorism**, hostilities or warlike activities, invasion, act of foreign enemy (whether war is declared or not), rebellion, civil war, revolution, insurrection, military or usurped power; or
- b) environmental, biological, chemical, radioactive or nuclear pollution, **contamination or explosion**;
- c) **depreciation**, wear and tear, rust or corrosion; or
- d) mechanical, structural, electrical, or electronic **breakdown** or malfunction, or damage resultant from any software virus or computer chip failure; or
- e) **damage to tyres** caused by brake application, punctures, bursting, or cuts, except where damage is as a result of an accident; or
- f) any **loss**, whether financial or otherwise, because the insured vehicle cannot be used, except for the cover provided under 'Additional Benefits – Rental car following theft', or 'Rental car following accidental damage' sections; or
- g) any **reduced value** of the insured vehicle after it has been damaged and repaired in accordance with the policy; or
- h) your failure to take all reasonable steps to **safeguard the insured vehicle** from loss at all times; or
- i) **lawful seizure** or taking possession of the insured vehicle by any person or organisation lawfully entitled to do so; or
- j) the lack of **availability of parts or accessories** from within Australia necessitating special fabrication, air freighting costs or importation not normally included in the current manufacturer's Australian price list. Where parts or accessories are not readily available our claims cost will be limited to the current Australian price list of the nearest equivalent part; or
- k) costs incurred due to an **unreasonable delay** in you notifying us of a claim, or of a demand upon you that may lead to a claim, fines, penalties or liquidated damages; or
- l) you or any other person driving the insured vehicle with the insured's consent **admitting liability** or entering a contract, warranty or agreement, unless such liability would have existed if you had not entered into such contract, warranty or agreement; or
- m) **intentional loss or damage** caused by the insured or a person acting with their express or implied consent; or
- n) any costs associated with repairing any **existing damage** the insured vehicle had prior to an incident which resulted in a claim; or
- o) any costs associated with repairing **faulty workmanship** or incomplete repairs previously carried out on the insured vehicle prior to an incident which resulted in a claim, except in circumstances where you are claiming under terms described in our Lifetime Repair Guarantee; or
- p) contamination from natural, **organic or corrosive** substances (e.g. Damage from tree sap or bird excrement); or
- q) the use of **contaminated fuel** (except where the fuel was purchased through a licensed and authorised fuel distributor); or
- r) the insured or any other person continuing to drive the insured vehicle in a **damaged state**.

## 2. Insured vehicle exclusions

We will not pay your claim if, at the time of any accidental loss, damage or liability which results in a claim, the insured vehicle or trailer, caravan or boat attached to the insured vehicle was:

- a) in an **unsafe or unroadworthy** condition, or was carrying passengers or a load (including towing) in excess of that recommended by the vehicle manufacturer, and this contributed to the loss or damage; or
- b) being hired out or **used for fare or reward** (including driving school instruction), other than under a private pooling arrangement or where such reward is only a travelling allowance paid by the insured's employer and the insured vehicle is not used for business use; or
- c) altered by **modifications** from the original manufacturer's specifications, unless you have told us of those modifications and we have agreed in writing to cover them; or
- d) being used or prepared for use in any form of **motor sport or contest**, experiments, tests, trials or demonstration purposes; or
- e) in the custody of a motor dealer or prospective purchaser for the **purpose of sale or consignment**; or
- f) being used for any **unlawful purpose**, including the carrying of hazardous or inflammable goods in excess of that permitted by government regulation, unless you can prove that such use was without your knowledge or consent.

## 3. Driver exclusions

We will not pay your claim if the insured vehicle (including a rental car) or trailer, caravan or boat attached to the insured vehicle was:

- a) being driven by the insured, or any driver, who was **not licensed** to drive the insured vehicle, unless you can prove that the insured vehicle was being driven without the insured's knowledge or consent; or
- b) being driven by or last under the control of the insured, or any other driver with the insured's consent:
  - i. whilst under the influence of **alcohol or illicit drugs**; or
  - ii. who had a **blood alcohol level** in excess of the limit permitted by law in the state or territory where the loss or damage occurred; or
  - iii. who refused to take a test to determine the level of **alcohol or drugs**; or
- c) being driven by the insured, or any driver (with the insured's permission), after receiving advice from a medical practitioner not to drive, or whilst under the influence of **prescribed medications** that impair the ability to drive.



# Making a claim

## What to do in the event of a claim

We understand that being involved in an accident or having an insured vehicle stolen can be a very stressful time. Our team of claims consultants is here to give a helping hand when you need it most. To assist in making the claims process as easy as possible for you, the following checklist will help to ensure that you have done everything you need to do, so that your claim can be assessed quickly and efficiently.

**For assistance contact Adica as soon as possible on 1800 189 296 and we'll help you every step of the way.**

At the accident scene	
<b>Step 1</b>	<b>Try to prevent further loss or damage</b> – do everything you reasonably can to secure or recover your property and to minimise any risk of further loss, damage or liability.
<b>Step 2</b>	<b>Report the accident or loss to the authorities</b> – call the Police immediately when required to do so by law or when the insured vehicle is stolen or maliciously damaged. Keep a record of the incident or report number, as well as the name of the Police officer and station and date reported. We will need a copy of the Police report to process your claim.
<b>Step 3</b>	<b>Collect the details of all drivers, passengers, vehicles and witnesses</b> – make sure the following information is obtained to assist us with lodging your claim: – registration numbers of all vehicles involved; – insurance company details of all drivers involved; – full names, current residential addresses and phone numbers of all drivers, passengers and witnesses involved; and – photos of the damage sustained to all vehicles (where safe to do so) using a mobile phone or camera.
<b>Step 4</b>	<b>Contact us on 1800 189 296</b> – an experienced consultant will let you know what to do at the accident scene, take down all the details so there are no forms to fill in and explain the claims process.

## Your responsibilities when you claim on the policy

Let us know as soon as possible when you discover that an incident likely to result in a claim has occurred, or if someone is holding you responsible for an accident or damage. We can help you and let you know what you should do.

### You must never, without our consent:

- arrange or authorise any repairs to the insured vehicle, unless we have given our express written consent (except for emergency repairs as otherwise authorised in the policy); or
- admit liability or guilt; or
- make a promise or offer to settle or partly settle the matter or defend the matter; or

- assign your rights under the policy to a third party.

### We will require you to:

- attend to all our reasonable requests of you to assist us in the management of your claim; and
- provide us with honest, correct and complete information in response to all our requests so that we can properly assess your claim; and
- immediately refer any communication from other parties to us so that we can respond on your behalf.

# What you must pay in the event of a claim

## Excess

An excess is the first amount the insured may have to pay toward the cost of a claim before we provide any benefits under the policy.

## Types of excess

There are three types of excess, which are listed in the following table. The excess payable for any claim will be the total of all applicable excesses added together, depending on the circumstances of the claim.

<b>Basic excess</b>	The basic excess is the standard excess which applies to each claim you make on the policy. The amount of the basic excess is \$1000 for all states and territories.
<b>Age excess</b>	The age excess applies if the driver is <b>under 25 years old</b> at the time of an accident and is payable in addition to other excesses when we accept your claim. The amount of the age excess is \$750 for all states and territories.
<b>Special excess</b>	<p>The special excess applies where your particular circumstances impact the risk covered by the policy and may be imposed, for example:</p> <ul style="list-style-type: none"> <li>- where the insured vehicle has been modified, or non-standard accessories added to the insured vehicle which may increase the cost of repairs following a claim; or</li> <li>- because of the driving, criminal or insurance history of the insured or any regular driver listed on your certificate of insurance.</li> </ul> <p>The special excess is payable in addition to other excesses when we accept your claim.</p>

## Will you have to pay any excess?

An excess will apply when you make a non-recoverable claim under the policy or are claiming on a second or subsequent occasion in any 12-month period for glass cover damage.

The basis on which we determine whether or not the insured will have to pay an excess is described in more detail in the following table.

What happened?	Can you name the responsible person/s?	Will any excess apply?
An accident or event where we have determined <b>the insured was responsible</b> for the loss or damage	Not applicable as we have determined you to be responsible.	<p><b>Yes</b> – because we won't have the opportunity to recover costs in connection with the accident.</p> <p>Note: Basic excess will apply. Also age excess and special excess (if applicable).</p>
An accident or event where we have determined <b>the insured was NOT responsible</b> for the loss or damage	<p><b>Yes</b> – you can provide us with the full names, current residential addresses and phone numbers of all drivers, passengers and witnesses involved, as well as the vehicle registration and insurance details of all drivers involved.</p>	<p><b>No</b> – because there is an opportunity to recover costs in connection with the accident.</p> <p>Note: Excess-free for recoverable claims.</p>
	<p><b>No</b> – you cannot provide us with the full names, current residential addresses and phone numbers of all drivers, passengers and witnesses involved, as well as the vehicle registration and insurance details of all drivers involved.</p>	<p><b>Yes</b> – because we won't have the opportunity to recover costs in connection with the accident.</p> <p>Note: Basic excess will apply. Also age excess and special (if applicable).</p>

What happened?	Can you name the responsible person/s?	Will any excess apply?
Loss or damage to the insured vehicle caused: <ul style="list-style-type: none"> <li>- by theft or attempted theft;</li> <li>- by an animal or a weather event such as flood, hail or storm;</li> <li>- by fire;</li> <li>- maliciously; or</li> <li>- while it was parked</li> </ul>	<b>Yes</b> – you can provide us with the full names, current residential addresses and phone numbers of all drivers, passengers and witnesses involved, as well as the vehicle registration and insurance details of all drivers involved, and we have determined that you were not responsible for the loss or damage.	<b>No</b> – because there is an opportunity to recover costs in connection with the accident.  Note: For theft or vandalism claims, you need to give us a police report showing the name and address of the offender who has been charged or convicted.
	<b>No</b> – you cannot provide us with the full names, current residential addresses and phone numbers of all drivers, passengers and witnesses involved, as well as the vehicle registration and insurance details of all drivers involved, and we have determined that you were responsible for the loss or damage.	<b>Yes</b> – because we won't have the opportunity to recover costs in connection with the accident.  Note: The basic excess will apply. However the age excess will not apply.
Glass cover claims (where glass breakage is the only damage sustained to the insured vehicle)	Not applicable.	<b>First glass cover claim:</b>  <b>No</b> – You will not be required to pay the basic excess that applies to the policy for the first glass cover claim as we won't have the opportunity to recover costs in connection with the accident.  <b>Second or subsequent glass cover claim in 12-month period:</b>  <b>Yes</b> –Where you are claiming on a second or subsequent occasion in any 12-month period for glass cover damage you will need to pay the basic excess that applies to the policy. (Refer to the section 'Excess-free glass cover' to find out more).

### How to calculate your excess

The excess that applies to your insurance cover is shown on your certificate of insurance.

- paid by the insured to us when we request it; or
- deducted from the amount we pay the insured.

### When to pay your excess

When the insured makes a claim we may require payment of any excess(es) before we agree to make any payment or provide any benefits under the policy. If the insured needs to pay an excess, we will advise the insured whether this amount is to be:

- paid by the insured to the repairer or supplier when the insured vehicle is collected after it has been repaired;

## How we settle your claim

### If the insured vehicle has been damaged

#### Call Adica as soon as possible on 1800 189 296.

When we agree to pay your claim for accidental damage to the insured vehicle (including fire and theft) and decide the insured vehicle can be repaired, we will choose to either:

- a) arrange for the repair of the insured vehicle; or
- b) pay the insured the fair and reasonable cost of repairing the insured vehicle.

#### Repairing the insured vehicle

Once we accept your claim and decide the insured vehicle can be repaired, we will look after everything for you and ensure that the repair work performed returns the insured vehicle to its pre-accident condition. To provide you with further peace of mind, any authorised repairs performed will be covered by our Lifetime Repair Guarantee. Refer to the section '*If the insured vehicle has been damaged – The Adica Insurance Lifetime Repair Guarantee*' below to find out more.

For your convenience we will choose the repairer, authorise the repairs and manage the entire quote and repair process for you. We may obtain two independent competitive quotations from repairers we have chosen (where available) and select the most complete and competitive quote. If you wish you can choose a repairer to provide one of the quotes.

If we consider your repairer's quote to not be competitive and/or complete, or we do not believe that the repairs to the insured vehicle would be completed to a satisfactory standard, we reserve the right to authorise repairs to be carried out by a repairer nominated by us.

Our Lifetime Repair Guarantee only applies to repairs authorised by us.

We will need to inspect the insured vehicle before repairs commence or when any further damage is found. If the insured vehicle can be driven we will arrange a time for the insured to bring the insured vehicle to the repairer.

We will only pay for repairs we have authorised, except for emergency repairs up to \$500 necessary to allow you to continue using the insured vehicle safely following an accident.

#### The Adica Insurance Lifetime Repair Guarantee

The quality of workmanship and materials on all repairs authorised by us will be guaranteed for the life of the insured vehicle, even if you no longer own it.

When we authorise repairs to the insured vehicle and:

- **The insured vehicle is within the manufacturer's original new vehicle warranty period (up to a maximum warranty period of three years from the date of first registration) at the time of the accident** – we will use new genuine parts in the repair of the insured vehicle, except for the replacement of windscreens, sunroofs and window glass where Australian Design Rule compliant parts may be used.

In all other cases, the insured vehicle will be repaired using genuine parts or parts consistent with the age or condition of the insured vehicle, except for the replacement of windscreens, sunroofs and window glass where Australian Design Rule compliant parts may be used.

Where replacement parts are required for the repair of the insured vehicle and are no longer available, we will pay you what it would have cost to repair the insured vehicle with those parts had they been available.

If there is any concern about the quality of the repairs completed by a repairer we have authorised, please promptly contact us rather than the repairer.

### Contribution to repairs

Should the repairs being performed leave the insured vehicle in a better condition than it was prior to the incident resulting in a claim, we may ask you to contribute to the repair costs.

### If the insured vehicle is a total loss

If we decide that the damage to the insured vehicle is so extensive that it would not be safe or economical to repair, or it has been stolen and not found within 14 days after the theft has been reported to us, we will declare the insured vehicle a total loss and your cover will come to an end.

Once we accept your claim and decide the insured vehicle is a total loss, at our option we will:

- replace it with a new vehicle if you qualify for this benefit (refer to the section *'Additional Benefits – Replacement with new vehicle after a total loss'* to find out more); or
- pay the market value; or
- (where the finance contract payout amount is greater than the market value of the insured vehicle) pay the insured/financier the market value of the insured vehicle, plus an additional finance gap amount up to a maximum of 25% of the market value of the insured vehicle (refer to the section *'Additional Benefits – Total loss of vehicles under finance'* to find out more).

We will retain the damaged insured vehicle, including any options and accessories and keep the proceeds of any salvage value. We will also retain any unexpired portion of the registration and Compulsory Third Party (CTP) insurance.

Once we settle the total loss claim the policy comes to an end.

### Claim recovery

If you make a recoverable claim on the policy, we reserve the right to take action to recover any money paid by us. When we do this, we may need to take such action in your name, and therefore you must cooperate with us and give us any information and assistance we may require through to the completion of the claim. We will meet all reasonable expenses associated with our action.

### GST and Input Tax Credits

If you are registered for GST, you are required to tell us your entitlement to any Input Tax Credits (ITC). If you do not tell us your entitlement, or if the information you give us is incorrect, we will not be liable for any resulting fines, penalties or charges you incur. When we calculate the amount of any payment we make for a claim, we may reduce the amount by any ITC that you are, will be or would have been entitled to receive.

### If the insured vehicle has been stolen

#### **Report the theft immediately to the police and to Adica on 1800 189 296.**

- If the insured vehicle is found damaged within 14 days from when you reported the theft to us and it can be repaired, we will arrange the repair as set out under the section *'How we settle your claim – If the insured vehicle has been damaged'* to find out more.
- If the insured vehicle has not been found within 14 days, or is found damaged and cannot be repaired, we will declare it a total loss if we have accepted your claim. Refer to the section *'How we settle your claim – If the insured vehicle is a total loss'* to find out more.

## Third Party Property damage claims

**Call Adica as soon as possible on 1800 189 296.**

When the use of the insured vehicle results in damage to someone else's property we will cover your legal liability to pay compensation for any loss or damage caused. The use of a boat, caravan or trailer attached to the insured vehicle is also covered. Refer to the sections *'The protection we provide – Cover for damage to other people's property'* and *'Additional Benefits – Trailer, boat and caravan cover'* to find out more.

**For examples of how we pay a claim if the insured vehicle is a total loss see Examples 1(a) and 1(b) under the 'Claim payment examples' section of this PDS.**

## Additional terms and conditions

### Additional interests

The policy extends to include the interests of the insured and any other interested party. The nature and extent of such interest is to be disclosed following loss, damage or liability.

All third party beneficiaries must comply with the terms and conditions of the policy.

### Our standard conditions for rental cars

#### The following conditions apply to all rental car benefits in the policy.

The rental car must be arranged by us or preapproved by us and will only be made available after the insured has lodged their claim with us, and any applicable excess(es) have been paid by the insured.

When we arrange a rental car, it will be covered by the policy during the authorised hire period. If the rental car is damaged or stolen during the hire period the insured will need to lodge a new claim under the policy and must pay any excess(es) that apply.

When the insured arranges a rental car, they will need to provide us with a copy of the rental car and insurance agreement (as the policy does not cover a rental car arranged by the insured) and receipts for the rental charges being claimed in order to receive reimbursement.

If the rental car is damaged or stolen during the hire period, the insured will be responsible for the balance of any excess amount over and above the applicable excess(es) payable under the policy.

The cost of fuel and any other costs associated with the rental car or any additional hire costs will be the insured's responsibility. You must meet the rental conditions which apply, including driver age restrictions, daily kilometre allowances, vehicle return and pick-up locations and the deposit of any bonds.

#### The rental car must be returned within one business day of:

- our advising the insured vehicle has been repaired and is able to be driven;
- our advising the insured vehicle has been found undamaged and is able to be driven;
- the 21-day 'Rental car following theft' benefit expiry; or
- the date we settle your claim.

Should you fail to return the rental car within the applicable time period above, you will be liable for the daily rental car cost after the date.

#### We will not pay for:

- rental car costs incurred as a result of a delay by you in having the insured vehicle repaired;
- any costs incurred due to a delay by a repairer you choose in carrying out repairs; or
- any costs incurred in hiring the car if your claim with us is declined by us or withdrawn by you.

### Renewing the policy

Before the expiry of the policy we will write to the policyholder and set out the terms on which we offer renewal, or advise that we are unable to continue the policy.

It is important the policyholder checks that the information set out in the renewal notice is correct, and advises us immediately of any changes to this information or details. If the information the policyholder provides to us is not honest, correct and complete, we may reduce or deny any claim you make, cancel the policy or treat the policy as if it never existed.



## Paying for your insurance cover

The premium is payable monthly based on the most recent monthly declaration provided to us by the policyholder during the period of cover, and must be paid by the end of the month in which the policyholder provides such monthly declaration.

The policyholder will endeavour to declare to us within 4 working days but no later than 7 working days after the end of each calendar month details of the total number of insured vehicles to be covered under the policy as at the end of each month as part of the monthly declaration.

The policyholder will calculate the premium payable each month during the period of cover based on the most recent monthly declaration and remit to Adica. To be covered by the policy the policyholder must pay the total premium by the end of the month in which it supplies such declaration.

If the policyholder does not pay the premium in full, or any additional premium required, we may reduce the period of cover proportionate to the premium it has already paid.

## Cancelling your insurance cover

### 21-day cooling off period

You can remove your insurance cover within 21 days of its commencement date and you will receive a full refund, provided you have not lodged a claim. To cancel your cover please contact TFM on 1300 888 870.

### Cancellation after 21 days

You may also remove your insurance cover at any time after 21 days of its commencement date by requesting TFM to do so.

We may cancel this master policy at any time by giving the policyholder 90 days' written notice of such cancellation if there is a breach of any of the terms or conditions of the policy,

including the requirements to pay premium, misrepresentation to us during the negotiation of the policy, a fraudulent claim or for any other reason available to us in accordance with legislative requirements. However, the master policy will not be terminated without all insured persons being provided with at least 30 days' prior written notice from the policyholder.

Nothing affects any right of an insured to claim in relation to an event which occurred prior to the time its right to access the policy ended.

An insured may remove itself from the cover at any time by deciding not to meet the eligibility criteria for insureds or by notifying the policyholder, in which case all amounts owed and outstanding for that insured's period of cover must be paid to us, except where the policy is cancelled within the cooling off period.

Cover is automatically terminated when:

- a) any amount payable by the policyholder for access to the insurance cover has remained outstanding by more than 90 days; or
- b) your finance contract ends.



## Our service commitment to you

### General Insurance Code of Practice

Adica proudly supports, and complies with the General Insurance Code of Practice ('Code'). The Code has been developed to exceed the standards set out in regulation and to reflect changing community expectations and attitudes towards insurance.

#### It has been designed to create:

- an informed relationship between insurers and customers;
- public confidence in the general insurance industry;
- rapid resolution of complaints and disputes; and
- even higher standards of customer service.

A copy of the Code can be obtained from the Insurance Council of Australia (ICA) or by visiting [codeofpractice.com.au](http://codeofpractice.com.au)

The Code Governance Committee is an independent body which monitors and enforces the Code and has powers to impose sanctions on Code subscribers for non-compliance.

### How to tell us when you are not satisfied, for any reason

We're committed to providing you with the highest standard of service. However, occasionally there may be some aspect of our service, the cover provided under the policy or a decision we have made that you wish to query or draw to our attention.

If you are unhappy with the outcome of any dealings with us, we will do our best to work with you to resolve it using the following process:

#### Step 1. Talk to us first

In the first instance we encourage you to discuss the matter with the staff member who provided your initial service by calling 1800 189 296. Most times they will be able to resolve the matter to your satisfaction. If the staff member is unable to resolve your concern, they will refer you to their manager or senior staff member (who can also be contacted on the above number). If you are not satisfied with their response, you can proceed to Step 2. Request a review.

#### Step 2. Request a review

If your concern remains unresolved by the manager or senior staff member, they will refer the matter to our Internal Dispute Resolution Department (IDR). Our IDR has the full authority to act independently in dealing with your dispute and will ensure your concern is referred to the appropriate person and receives prompt attention.

The designated IDR specialist will respond to you within five business days of you notifying us of your concern. You will be contacted with our final decision within 15 business days.

If you remain unsatisfied with the decision from our IDR specialist, you can proceed to Step 3. Seek an external review of your dispute.

#### Step 3. Seek an external review of your dispute

If you have followed Steps 1 and 2 above and you are not satisfied with our response or we have taken more than 15 days to respond, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA)

The AFCA is an independent, external dispute resolution scheme and there is no charge for this service.

**How to Contact AFCA**

AFCA can be contacted by:

**Online:** [afca.org.au](http://afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678 (free call)

**Mail:** Australian Financial  
Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

**Are any decisions binding on you?**

We will stand by any decision made as part of our complaints process in an attempt to satisfy your concern.

However, you do not have to accept any decision made by us or the AFCA and alternatively may wish to seek your own advice on this matter elsewhere.

**Financial Claims Scheme**

The policy may be a 'protected policy' for the purposes of the Federal Government's Financial Claims Scheme (FCS). The FCS is administered by the Australian Prudential Regulation Authority (APRA). We are authorised by APRA.

In the unlikely event of an insurer authorised by APRA, such as us, becoming insolvent, the Federal Treasurer may make a declaration that the FCS applies to that insurer. If the FCS applies, as a policyholder, you may be entitled to have valid claims paid under the FCS. Access to the FCS is subject to eligibility criteria. Information about the scheme can be obtained from the FCS website at [fcs.gov.au](http://fcs.gov.au).

# Claim payment examples

The following are examples of how we pay a claim under the policy and are not terms or conditions of the policy wording. They are examples only and individual claim settlement will depend upon the facts and circumstances of each case.

Please note that the excess amounts provided are for illustration purposes only and your applicable excesses are stated in your certificate of insurance. Terms and conditions apply in regard to individual claims payments. Please read the Policy and Product Disclosure Statement (PDS) for full details of what we cover, as well as what policy limits and exclusions apply.

## Comprehensive cover claim settlements

### 1(a) Total loss claim following accidental damage

A total loss non-recoverable claim where the other driver is making a demand against you (including a claim for towing).

You are covered for the insured vehicle, which is a Toyota, under the Novated Comprehensive Motor Vehicle Insurance Policy. The market value of the insured vehicle was determined by us to be \$30,000 at the time of the loss. The basic excess is \$1000.

The insured vehicle is damaged in an accident when being driven by a 21-year-old driver who holds a full Australian driver's licence.

At the time of the accident the insured vehicle was within the first year of its original registration and you use it for private use only. The trailer attached to the insured vehicle is also damaged. The insured vehicle is towed from the scene of the accident.

We decide that both the insured's vehicle and trailer are a total loss and we agree to replace the insured vehicle with a new vehicle of the same make, model and series.

The owner of the other vehicle claims that the 21-year-old driver was responsible for the accident and brings a court claim against the 21 year old driver. The damage to the other vehicle and the legal costs of the other driver are assessed by a court at \$15,500. The legal costs to defend the 21 year old driver's legal liability in court are \$5,000.

We replace the insured vehicle with a new Toyota of the same make, model and series (provided such a vehicle is available in Australia), and pay for the on-road costs, including the cost of the first year's registration and CTP Insurance, if applicable.

We will also pay	Amount
Market value of the insured's trailer (we will pay this to you)	<b>\$800</b>
<b>PLUS</b>	
Towing costs (we will pay the towing company)	<b>\$400</b>
<b>PLUS</b>	
Damage to the other vehicle, plus their legal costs (we will pay this to the owner of the other vehicle)	<b>\$15,500</b>
<b>PLUS</b>	
Your legal costs (we will pay this to our lawyers)	<b>\$5,000</b>

<b>You must pay us</b>	<b>Amount</b>
<b>Your excess (\$1,800 – made up as follows)</b>	
Your basic excess	<b>\$1,000</b>
<b>PLUS</b>	
Age excess	<b>\$800</b>
<b>Total excess</b>	<b>\$1,800</b>

**In Example 1(a) our payment is based on the following policy provisions – refer to the relevant section of this PDS for details:**

- 1) Cover for damage to other people’s property (refer to the section ‘*The protection we provide – Cover for damage to other people’s property*’)
- 2) Replacement with new vehicle after a total loss (refer to the section ‘*Additional Benefits – Replacement with new vehicle after a total loss*’)
- 3) Trailer, boat and caravan cover (refer to the section ‘*Additional Benefits – Trailer, boat and caravan cover*’)
- 4) Legal costs (refer to the section ‘*Additional Benefits – Legal costs*’)
- 5) Towing and storage (refer to the section ‘*Additional Benefits – Towing and storage*’)
- 6) Excess (refer to the section ‘*What you must pay in the event of a claim – Excess*’)
- 7) You do not have an ITC entitlement on the item being claimed (refer to the section ‘*How we settle your claim – GST and Input Tax Credits*’)

### 1(b) Total loss claim following theft

A total loss non-recoverable claim following theft (including claims for personal items and rental car following theft).

The insured vehicle is stolen and found a week later in a damaged state. The insured had a digital camera worth \$300 which was stolen with the insured vehicle.

You are covered for the insured vehicle, which is a Toyota, under the Novated Comprehensive Motor Vehicle Insurance Policy. The market value of the insured vehicle was determined by us to be \$22,000 at the time of the loss. The basic excess is \$1000.

We decide that the insured vehicle is a total loss and agree to pay you \$300 for the loss of the personal item. You have a hire car until the insured vehicle is found.

This is a non-recoverable claim as we were unable to identify the offender, so you will need to pay us the basic excess.

We will pay	Amount
Market value of the insured's trailer (we will pay this to you)	<b>\$22,00</b>
<b>PLUS</b>	
Rental car costs (we will pay this to you or the hire car company)	<b>\$420</b> (\$60 a day for seven days)
<b>PLUS</b>	
Personal items (we will pay this to you)	<b>\$15,500</b>
<b>LESS</b>	
Your basic excess	<b>\$5,000</b>
<b>Total payment to you</b>	<b>\$21,720</b>

**In Example 1(b) our payment is based on the following policy provisions – refer to the relevant section of this PDS for details:**

- 1) Cover for accidental loss or damage to the insured vehicle (Refer to the section 'The protection we provide – Cover for accidental loss or damage to the insured vehicle') and Total loss settlement (Refer to the section 'How we settle your claim – If the insured vehicle is a total loss')
- 2) Rental car (Refer to the section 'Additional Benefits – Rental car following theft')
- 3) Personal items (Refer to the section 'Additional Benefits – Personal items')
- 4) Excess (Refer to the section 'What you must pay in the event of a claim – Excess')
- 5) You do not have an ITC entitlement on the item being claimed (Refer to the section 'How we settle your claim – GST and Input Tax Credits')

**1(c) Accidental damage claim where the insured vehicle can be repaired**

A recoverable claim for accidental damage to the insured vehicle that can be repaired (including a claim for rental car following an accident).

You are covered for the insured vehicle, which is a Toyota, under the Novated Comprehensive Motor Vehicle Insurance Policy. The basic excess is \$1000.

The insured vehicle is damaged in an accident with another vehicle and is towed to the repairer. This is a recoverable claim so there is no requirement to pay any excess. We decide to repair the insured vehicle. You need a rental car for seven days while the insured vehicle is being repaired.

We will pay	Amount
Cost to repair the insured vehicle (we will pay this to the repairer)	<b>\$4,800</b>
<b>PLUS</b>	
Rental car costs (we will pay this to you or the hire car company)	<b>\$420</b> (\$60 a day for seven days)
<b>PLUS</b>	
Towing costs (we will pay the towing company)	<b>\$600</b>
<b>LESS</b>	
Excess payable	<b>\$0</b>
<b>Total payment to you</b>	<b>\$21,720</b>

**In Example 1(c) our payment is based on the following policy provisions – refer to the relevant section of this PDS for details:**

- 1) Cover for accidental loss or damage to the insured vehicle (Refer to the section 'The protection we provide – Cover for accidental loss or damage to the insured vehicle') and repairing the insured vehicle (Refer to the section 'How we settle your claim – If the insured vehicle has been damaged')
- 2) Rental car (Refer to the section 'Additional Benefits – Rental car following accidental damage')
- 3) Towing and storage (Refer to the section 'Additional Benefits – Towing and storage')
- 4) Excess (Refer to the section 'What you must pay in the event of a claim – Excess')
- 5) You do not have an ITC entitlement on the item being claimed (Refer to the section 'How we settle your claim – GST and Input Tax Credits')

# Contact details

## To make a claim, contact Adica:

**Phone:** 1800 189 296

**Fax:** (03) 9867 3640

**Mail:** Adica Insurance  
PO Box 7212  
Melbourne VIC 8004

**Email:** [fleet@adica.com.au](mailto:fleet@adica.com.au)

## For any other information about your cover, contact TFA

**Phone:** 1300 888 870

**Email:** [fleetinsurance@toyota.com.au](mailto:fleetinsurance@toyota.com.au)

**Web:** [toyotafleetmanagement.com.au](http://toyotafleetmanagement.com.au)

To enquire about additional insurance needs, call TFA on 1300 888 870.

