

# TFM Commercial Motor Vehicle Insurance Group Policy

Combined Financial Services Guide/ Product Disclosure Statement

Vehicle Fleets of Less than 100 Vehicles  
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The product is distributed by Toyota Finance Australia Limited, ABN 48 002 435 181, AFSL Number 392536

# 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 392536 (we, us or, our in this FSG) and is designed to assist you in deciding whether to use our services. It explains our remuneration, and how any complaints you may have will be dealt with. We give you the FSG and PDS before you acquire or renew your cover under the Toyota Fleet Management (TFM) Commercial Motor Vehicle Insurance Group Policy. The PDS sets out information about the insurance policy to help you decide whether to be covered by the policy.

## Our Services

We are authorised to issue, and provide general advice on, general insurance products.

If we provide you with advice, it is general in nature and does not take into account your objectives, needs or financial situation. Before making a decision to purchase any insurance on which we provide advice, you should consider the appropriateness of the advice for your objectives, needs and financial situation, and consider the PDS for the product. We have authorised the distribution of the FSG part of this document.

## Who We Are

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

## Who We Act For

When we arrange cover under the TFM Commercial Motor Vehicle Insurance Group Policy, we act as an agent of Zurich Australian Insurance Limited (ABN 13 000 296 640 AFSL 232507) (Zurich) and Aioi Nissay Dowa Insurance Company Australia Pty Ltd (ABN 11 132 524 282, AFSL Number 443540) (Adica). We have a binding authority from Zurich and Adica in relation to the TFM Commercial Motor Vehicle Insurance for fleets under 100 vehicles. This means that when we arrange your cover under the TFM Commercial Motor Vehicle Insurance Group Policy for fleets less than 100 vehicles, we are acting for the insurers and not on your behalf. Any general advice we provide to you is not provided on behalf of the insurers. All of our services in relation to this product are provided under our own Australian Financial Services Licence.

## How We Are Paid

We may receive a commission from the insurers in relation to the TFM Commercial Motor Vehicle Insurance. We do charge you a fee for our services in facilitating your access to the TFM Commercial Motor Vehicle Insurance in recognition of the fact that TFM has paid the premium in full. This is not a fee charged to you by the insurers.

The fee we charge is based upon the premium we pay for the TFM Commercial Motor Vehicle Insurance, and adjusted to account for:

- The funding required to keep the scheme operational;
- The effect of group purchasing power and the economies of scale on premiums that would otherwise be payable by Insureds.

You can ask for more information about our remuneration.

## Associations

We provide insurance underwritten by Adica, with which we share some common ownership.

## What If You Have A Complaint?

If you are unhappy with our 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 TFM Senior Manager in your region.

If you are unhappy with our decision, you may refer your dispute to the Financial Ombudsman Service (FOS) Australia. There is no charge for this service, and a decision of FOS is binding on us but not on you. You can contact FOS by calling 1800 367 287 or 1800 FOS AUS or emailing [info@fos.org.au](mailto:info@fos.org.au).

## Professional Indemnity Insurance

We 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 our employees who no longer work for us (but who did at the time of the relevant conduct).

## How We Use Your Personal Information?

We are committed to protecting your privacy. We use the information you provide to arrange or issue your insurance. We provide this information to insurers for the purposes of managing your insurances. We do not trade, rent or sell your information. You can check the information we hold about you at any time. You can ask us for more information about our Privacy Policy, or download it from the website below.

## Contact Details

Phone: 1300 888 870  
Email: [fleetinsurance@toyota.com.au](mailto:fleetinsurance@toyota.com.au)  
Mail: Toyota Financial Services  
Locked Bag 900  
Milsons Point, NSW 1565  
Website: [toyotafleetmanagement.com.au](http://toyotafleetmanagement.com.au)

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# TFM Commercial Motor Vehicle Insurance Group Policy Product Disclosure Statement

## Part 1 - Important Information

This Product Disclosure Statement (PDS) is an important document about this product and includes the policy wording which starts on page 13. This document contains information designed to help you decide whether to become an Insured under the TFM Commercial Motor Vehicle Insurance Group Policy. The information contained in this PDS is general information only. It is important you read the policy to ensure you have the cover you need before making a decision to become an Insured under this product.

We sometimes capitalise terms in this PDS, to show that words are abbreviated or have a particular defined meaning. You should refer to the Definitions & Interpretation from page 13 to obtain the full meaning of such terms.

### About the Insurers

This product is jointly issued by the Insurers, Zurich Australian Insurance Limited (Zurich), ABN 13 000 296 640, AFS Licence Number 232507 and Aioi Nissay Dowa Insurance Company Australia Pty Ltd (Adica), ABN 11 132 524 282, AFS Licence Number 443540, together the 'Insurers'. In this document, the Insurers may also be expressed as 'Insurer', 'we', 'us' or 'our'.

Zurich and Adica jointly prepared, and each takes full responsibility for, the whole of this PDS and policy.

Zurich is responsible for administering the cover under this policy other than claims.

Adica is responsible for administering claims under this policy.

To contact Zurich, please call 132 687 or if you need to contact Adica, please call 1800 189 296.

### About Zurich

Zurich is part of the Zurich Insurance Group, a leading multi-line insurance provider that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, and mid-sized and large companies, including multinational corporations.

### About Adica

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 their customers' insurance requirements. Adica is an APRA regulated AFS licensed insurer.

### About the Insured

Motor vehicle fleet owners and operators may become an Insured under this policy. An Insured has a right to recover under this 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 whether or not to meet the Eligibility Criteria for Insureds set out in the Policy Schedule.

### Our contract with the Policyholder

This policy is a contract of insurance between the Policyholder (not Insureds) and the Insurers and contains all the details of the cover that we provide. The policy is made up of:

- the policy wording, which begins on page 13 of this document. It sets out what is covered and the claims procedure, exclusions and other terms and conditions of cover;
- the proposal, which is the information provided to us when applying for insurance cover;
- the most current Policy Schedule issued by us to the Policyholder. The Policy Schedule is a separate document unique to the Policyholder, which shows the insurance details common to each Insured who has insurance under this group policy. It may amend the policy; 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 this policy in a safe place.

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

## When your cover starts and ends

An Insured's ability to access cover:

- starts at the time the relevant person becomes an Insured; and
- ends when the relevant person no longer meets the Eligibility Criteria for Insureds specified in the Policy Schedule for an Insured or at the end of your Period of Cover (including at the end of the Period of Insurance), whichever is the earliest.

The Period of Cover and Period of Insurance are defined in the Definitions and Interpretation section.

## TFM Commercial Motor Vehicle Insurance Group Policy

The TFM Commercial Motor Vehicle Insurance Group Policy is principally designed for small, medium and large enterprises, who are customers of Toyota Fleet Management. Sedans and commercial vehicles can be included in this policy.

This policy covers Own Damage and Third Party Liability, which is further explained in the Benefits of Cover Available.

## 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 deciding to purchase our product. These things may affect the amount of the payment that we will make to you if you have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of the insured value shown in the policy or some other amount, factor or item specified in the relevant clause of this document.

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 this policy that we obtain from the Policyholder the agreed information from each Insured in the form we make available before cover is provided to that Insured and, 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 (see 'Applications for Cover' General Condition on page 22);
- the Policyholder may vary the policy with our consent and alter the cover under the policy including the Eligibility Criteria for Insureds specified in the Policy Schedule.

## Basis of Settlement - Section 1

Under Section 1 - Own Damage, the basis of settlement in the case of Total Loss is Market Value.

## Basis of Settlement - Sections 2 and 3

The Limit of Liability applicable to Section 2 - Third Party Property Damage and Section 3 - Third Party Liability - Personal Injury is specified in the Policy Schedule. We recommend you review this limit to ascertain if it is adequate for your business requirements.

## Carriage of Hazardous Goods

Under Sections 2 and 3, we provide cover in the event that the Insured Vehicle is being used for, attached to, or towing a vehicle used for the carriage of hazardous goods, up to a \$1,000,000 Limit of Liability. We recommend you refer to page 18 and review the limit of hazardous goods cover provided, to ascertain if it is adequate for your requirements.

## Extensions of Cover

When you have a loss, additional expenses may be incurred. For example, Hire Costs, Emergency Services and Recovery Costs. Please refer to the Extensions to Section 1 from page 15, the Extensions to Sections 2 and 3 on page 18 and the Extension to all Sections on page 19.

Where these Extensions have limits, these limits (which are additional to the insured value unless otherwise specified), are sub-limited to either per event, per vehicle or per day. We suggest you review these limits to see if they are adequate for your business requirements. These limits will appear on the Policy Schedule.

## Excesses can apply

For each of the available covers, an Excess may apply.

An Excess is not an additional fee charged by us at the time of making a claim. Rather, it is the uninsured first portion of a loss for which you are otherwise covered, i.e. the amount that you must contribute towards each claim.

Details of Excess amounts and circumstances in which they will be applied will appear on the Policy Schedule.

Upon acceptance of your claim, you must immediately pay the total amount of the applicable Excess, either to us or to the repairer. We will advise you to whom the Excess must be paid, however if the Insured Vehicle is a total loss, we may deduct any Excess that you must pay from any payment we make.

The following Excesses apply to this policy:

Standard Excess	
As nominated against each Insured Vehicle	\$1,000
Additional Age &/or Inexperienced Driver Excess	
Driver under 21 years of age	\$850
Driver aged between 21 years and under 25 years of age	\$750
Driver aged 25 years and over, having held a licence less than two years	\$750
Windscreen/window glass breakage only	
Sedan, station wagon, 4WD, utility or other goods carrying vehicle up to 3.5 tonnes payload carrying capacity	Nil
All other vehicles	as per Standard Excess

### Exclusions

This policy contains a number of Exclusions, some of which are common in insurance policies. For example, we do not cover:

- loss as a result of the inability to use an Insured Vehicle
- depreciation, wear and tear, rust or corrosion
- damage to tyres by application of brakes, or by road punctures, cuts or bursting
- loss or damage due to failure to take reasonable steps to lock or secure the vehicle after break down or damage
- an Insured Vehicle being used as a Tool of Trade under Sections 2 and 3.

Some of the Exclusions may be less common, and as such may be unexpected. For example, this policy excludes cover if an Insured Vehicle is engaged in racing, trial, test or contest or for pace making. Please refer to page 19 for the details of this Exclusion.

The above are some of the events that are not covered by this policy. Before making a decision about whether to purchase cover under this policy, you should read the full details of all relevant Exclusions, which are contained in the policy wording.

Some may not be relevant to your business however you should make yourself aware of all the Exclusions. Please refer to the General Exclusions (Applicable to All Sections except where otherwise specified) from page 19.

### General Terms and Conditions - (Applicable to All Sections)

The General Terms and Conditions - (Applicable to All Sections) set out your obligations with which you need to comply. Please read these Terms and Conditions - (Applicable to All Sections) from page 21. You should make yourself aware of all the terms and conditions that apply. If you do not comply with them we may be able to decline or reduce the claim payment or cancel your cover.

### Make sure you have the cover you need

Please refer to the policy wording, including the Basis of Settlement, the Limits of Liability and the limits for Extensions set out in the Benefits of Cover Available and ensure the coverage is sufficient for your needs.

If it is not appropriate for you, then you may be underinsured when you need to make a claim. If you do not adequately insure for your risks you may have to bear any uninsured losses yourself.

You may wish to seek professional broking advice if you are not sure whether this cover is appropriate for you.



**Change of circumstances**

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

**Benefits of Cover Available**

The following is a summary of the major benefits under the policy. Please refer to each section of the Policy Wording for full details of coverage and applicable terms and conditions.

Covers sections	Benefits of cover	Limit	Page no.
Section 1 - Own Damage	Reasonable costs to repair loss or damage to Insured Vehicle (up to the Market Value)	Up to Market Value	15
	Total Loss of Insured Vehicle	Market Value	
Section 2 - Third Party Liability - Property Damage	Cover for liability in respect of third party property damage caused by the Insured Vehicle	Up to \$30,000,000  Limited to \$1,000,000 for carriage of hazardous goods	17
Section 3 - Third Party Liability - Personal Injury	Cover for liability for death or personal injury to third parties caused by the Insured Vehicle	Up to \$30,000,000  Limited to \$1,000,000 for carriage of hazardous goods	17
<b>Extensions to Section 1 'Own Damage'</b>		<b>Limit</b>	
Towing charges	Reasonable towing costs and redelivery costs after repair	Up to \$10,000 per event	15
Cost of repatriating driver and passengers	Reasonable transport and accommodation costs for driver and passengers if loss or damage occurs more than 100km from original point of departure	Up to \$2,000 per event	15
Signwriting	Reasonable replacement costs in respect of signwriting or artwork	Up to \$2,000 per event	15
Removal of Debris	Reasonable costs incurred to clean-up and remove debris	Up to \$50,000 per event	16
Hire Costs	If the Insured Vehicle is stolen or damaged, costs to hire a replacement vehicle of similar type	Up to \$100 per day for cars and \$250 per day for goods carrying vehicles	16
Transit	Transit within Australia by road/rail/sea	Up to \$5,000 per event	16
Recovery Costs	If the Insured Vehicle is stolen and subsequently found, we will pay the cost of recovering the vehicle	Up to \$5,000 per event	16
Emergency Services	The costs of emergency services attending the scene of an accident	Up to \$5,000 per event	16

Employee's Personal Property and Company Owned Property	Employees' personal property and property belonging to you not otherwise insured under this policy	Up to \$5,000 per event	16
Locks and Keys	Replacement costs	Up to \$10,000 per vehicle and \$50,000 per event	16
Retrieval Costs	Costs of recovery and/or retrieval of immobilised insured vehicle	Up to \$50,000 per event	16
Rewards for Stolen Vehicles	Reward offered to secure the return of vehicle	Up to \$5,000 per event	16
Total Loss of Vehicles Under Finance	Finance Gap up to 25% of Market Value or 100% of Finance Gap if: - a sedan, 4WD, utility, or goods carrying vehicle under 2 tonnes payload carrying capacity; and - lease with an eligible financier; and - Finance Gap greater than 25% of Market Value.		16
<b>Extensions to Sections 2 and 3 - Third Party Liability Property Damage and Third Party Liability Personal Injury</b>			
Legal Costs	Cover for legal costs and expenses incurred in defence of court proceedings and at formal legal inquiry or coroner's inquest		18
Indemnity to other persons	Cover for your liability for third party property damage and personal injury extends to drivers using the vehicle with your consent, and to your employer, principal or business partner		18
Vehicles not owned or supplied	Cover for your liability caused by any vehicle not owned or supplied by you which is in your charge and being used in connection with your Business		18
Towage	Cover for your liability arising from the towage of a trailer		18
Substitute vehicle	Cover for your liability for loss or damage caused by a substitute vehicle being used by you, whilst the vehicle is being serviced, repaired or is not driveable		18
<b>Extension to all Sections</b>			
Crisis Coverage	Public Relations Expenses up to \$50,000 per event		19

### Duty of Disclosure

Before the Policyholder enters into an insurance contract, the Policyholder has a duty to tell us anything that the Policyholder knows, or could reasonably be expected to know, may affect our decision to provide insurance and on what terms.

The Policyholder has this duty until we agree to provide insurance.

The Policyholder has the same duty before the Policyholder renews, extends, varies or reinstates an insurance contract.

The Policyholder does not need to tell us anything that:

- reduces the risk we provide insurance for; or
- is common knowledge; or
- we know or should know as insurers; or
- we waive the Policyholder's duty to tell us about.

### If the Policyholder does not tell us something

If the Policyholder does not tell us anything the Policyholder is required to, we may cancel the Policyholder's contract or reduce the amount we will pay if a claim is made, or both.

If the Policyholder's failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never 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 this policy that we obtain from the Policyholder the agreed information from each Insured in the form we make available before cover is provided to that Insured 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.

**How we calculate the premium**

The amount of Premium charged to the Policyholder is determined by taking a number of different matters into account.

It is important for you to know in particular that the Premium varies depending on the information we receive from you and the Policyholder about the risk to be covered by us. The higher the risk is, the higher the Premium will be. Based on our experience and expertise as insurers, we decide what factors increase our risk and how they should impact on the Premium.

The base Premium for this product will generally vary depending on the factors described below:

Factor	Impact on base premium
Type of vehicle (e.g. sedan/ute/4WD)	Certain types of vehicle are more likely to be stolen and attract a higher Premium
Vehicle make, age and model	Certain makes and models and new vehicles are more expensive to insure because they have a higher market value and can cost more to repair
Market value of the vehicle	The higher the market value the higher the Premium
Fleet claims history from prior years	A greater incidence of or severity of claims will increase the Premium
Driving history (traffic record)	We load the Premium if your drivers have a poor driving history
Number of vehicles and fleets covered	The greater the number of vehicles and fleets covered, the greater the Premium

Another important thing to know is that the Premium also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to the policy.

**Goods and Services Tax**

The Limits of Liability exclude Goods and Services Tax. In the event of a claim, if you are not registered for GST, we will reimburse you the GST component in addition to the amount we pay you. If you are registered for GST, you will need to claim the GST component from the Australian Taxation Office as an input tax credit once we repair or replace the vehicle.

You must advise us of your correct input tax credit percentage, where you are registered as a business and have an Australian Business Number. Any GST liability arising from your incorrect advice is payable by you.

**Cooling Off Period**

If for any reason, you are not completely satisfied with this policy, you may notify Toyota Finance Australia Limited to cancel your cover within twenty one (21) days of the date when you first become an Insured and receive a full refund. This cooling off right does not apply if you have made or are entitled to make a claim.

### Complaints and Disputes Resolution Process

If you have a complaint about an insurance product we have issued, or service you have received from us, please contact Adica on 1800 189 296 to initiate the complaint with us. If you are unable to contact Adica, you can contact Zurich on 132 687.

We will respond to your complaint within 15 working days. If you are not satisfied with our response, you may have the matter reviewed through our internal dispute resolution process, which is free of charge.

If you are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, you may refer the matter to the Financial Ombudsman Service (FOS) Australia, an independent and external dispute resolution scheme.

Accessing FOS Australia is free of charge to you and their contact details are:

The Financial Ombudsman Service

Freecall: 1800 367 287 or 1800 FOS AUS

Post: GPO Box 3, Melbourne, Victoria 3001

Website: [www.fos.org.au](http://www.fos.org.au)

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

### Financial Claims Scheme

Zurich and Adica are insurance companies authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, we are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme (FCS), which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained from the FCS website at <http://www.fcs.gov.au>.

### How to make a claim

If you need to make a claim against this policy, please refer to 'Claims Procedure' on page 21. If you have any queries please contact Adica as soon as possible on 1800 189 296.

### Privacy

We are bound by the Privacy Act 1988. We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about you ('your details') to assess applications, administer policies, contact you, enhance our products and services and manage claims ('Purposes'). If you do not provide your information, we may not be able to do those things. By providing us, our representatives or your intermediary with information, you consent to us using, disclosing to third parties and collecting from third parties your details for the Purposes.

We may disclose your details, including your sensitive information, to relevant third parties including your intermediary, affiliates of Zurich Insurance Group Ltd, affiliates of Aioi Nissay Dowa Insurance Company Australia Pty Ltd, the Policyholder and its affiliates, insurers, reinsurers, our service providers, our business partners, health practitioners, your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain your details from relevant third parties, including those listed above. Before giving us information about another person, please give them a copy of this document. Laws authorising or requiring us to collect information include the Insurance Contracts Act 1984, Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.

Our privacy policies provide further information and list service providers, business partners and countries in which recipients of your details are likely to be located. They also set out how we handle complaints and how you can access or correct your details or make a complaint. If you would like to find out more, you can contact Zurich or Adica: for matters relating to Zurich contact us at [www.zurich.com.au](http://www.zurich.com.au), by telephone on 132 687, by email at [privacy.officer@zurich.com.au](mailto:privacy.officer@zurich.com.au) or by mail at 'The Privacy Officer', Zurich Financial Services Australia Limited, P. O. Box 677, North Sydney NSW 2059 and for matters relating to Adica, contact us by mail to 'Consumer Advocate', Aioi Nissay Dowa Insurance Company Australia Pty Ltd, Level 8, 390 St Kilda Road Melbourne 3004.

### General Insurance Code of Practice

We are signatories to the General Insurance Code of Practice (the Code) which was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

You can obtain more information on the Code and how it assists you by contacting us.

### Repair Industry Code of Conduct

Zurich and Adica both comply with the Repair Industry Code of Conduct.

For your convenience we will choose the repairer, authorise the repairs and manage the entire quote and repair process for you. 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, or we do not believe that the repairs to your vehicle would be completed to a satisfactory standard, we reserve the right to authorise the repairs to be carried out by a repairer nominated by us.

We agree to approve the use of genuine Toyota parts supplied by the Toyota Dealer Network for the repair of Toyota Insured Vehicles and for Insured Vehicles made by other manufacturers, we agree to approve the use of genuine parts made by that manufacturer's suppliers provided that in both cases the Insured Vehicle is still covered by the manufacturer's warranty at the time of the event that gives rise to the claim.

In other cases, we may not approve the use of genuine parts, however your vehicle will be repaired with parts consistent with the age or condition of your vehicle.

In the case of replacement windscreens, sunroofs and window glass we may choose to use Australian design rule compliant parts instead of the genuine parts described above.

In repairing the Insured Vehicle, we may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs.

We guarantee workmanship of the repairs authorised by us. This guarantee is for the life of the Insured Vehicle and is in addition to your statutory rights against the repairer and warranties that you have from the repairer directly. Wear and tear is not covered by this guarantee.

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

### Updating this PDS

Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting Toyota Finance Australia Limited or Zurich using the contact details on the back cover of this PDS. Please note that we may also choose to issue a new PDS or a supplementary PDS in other circumstances.

# TFM Commercial Motor Vehicle Insurance Group Policy

## Part 2 - Policy Wording

### 1. Definitions & Interpretation

In the PDS and policy:

#### 1.1 Accessories

Accessories means built-in radio's, cassette players, CD Players, installed car phones, satellite navigation systems, air conditioning units, receiving and transmitting equipment and gates, binders, ropes, tarpaulins, cranes, lifting devices, cables, winches, forks, tines, buckets, blades and curtains and/or any other accessory used by or attached to the vehicle, including items installed by employees not otherwise insured.

#### 1.2 Act of Terrorism

Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

#### 1.3 Business

Business means your business, occupation, trade or profession as specified in the Policy Schedule.

#### 1.4 Certificate of Insurance

Certificate of Insurance means the Certificate of Insurance issued to you at commencement of the Period of Cover, or any later Certificate of Insurance issued on renewal or variation or by way of endorsement.

#### 1.5 Eligibility Criteria for Insureds

Eligibility Criteria for Insureds has the meaning set out in the Policy Schedule.

#### 1.6 Excess

Excess means the amount(s) specified in the policy which you have to contribute under the policy unless otherwise specified. An Excess will apply separately to each Insured Vehicle and each claim on that Insured Vehicle.

#### 1.7 Finance Gap

Finance Gap means the difference between the amount of the termination payment, excluding any amounts in arrears at the time of the loss or damage, and the Market Value.

#### 1.8 Insured

Insured means the person(s) specified as the Insured in the Policy Schedule.

The Insured may also be expressed as you, your or yourself.

#### 1.9 Insured Vehicle

Insured Vehicle means all vehicles specified in the Schedule of Vehicles provided at the commencement of your Period of Cover that are existing or used by or on behalf of you, or in which you have an insurable interest or which are recorded by the Policyholder as insured, including (in respect of Sections 2 and 3 only) employees' vehicles or vehicles in the charge of employees (not otherwise insured) whilst being used in accordance with clause 4. 'Limitation of Use'.

Insured Vehicle also means any other vehicle we agree to insure under the policy including motor cycles, trailers, caravans, mobile plant and equipment, tractors and self-propelled agricultural machines.

#### 1.10 Insurer

Insurer means Zurich Australian Insurance Limited (Zurich) and Aoi Nissay Dowa Insurance Company Australia Pty Ltd (Adica). In this document, the Insurers may also be expressed as Insurers, we, us or our.

- 1.11 **Loss or Damage**  
Loss or Damage means theft, damage, loss or destruction caused by an unexpected, unforeseen or unintended happening including Malicious Damage.
- 1.12 **Malicious Damage**  
Malicious Damage means damage, loss or destruction intentionally caused by a third party without your consent.
- 1.13 **Market Value**  
Market Value means the amount required to purchase a vehicle similar to an Insured Vehicle immediately before it suffered Loss or Damage, taking into account its make, model, age, kilometres travelled, condition and location, exclusive of GST.
- 1.14 **Period of Cover**  
Period of Cover means the Period of Cover specified in the Policy Schedule. Your Certificate of Insurance shows your proposed Period of Cover.
- 1.15 **Period of Insurance**  
Period of Insurance means the Period of Insurance specified in the Policy Schedule or any subsequent Period of Insurance for which renewal has been agreed.
- 1.16 **Policyholder**  
The Policyholder is Toyota Finance Australia Limited, ABN 48 002 435 181.
- 1.17 **Policy Schedule**  
Policy Schedule means the Policy Schedule attached to the policy or any later Policy Schedule issued on renewal or variation or by way of endorsement.
- 1.18 **Premium**  
Premium means the amount the Policyholder pays to us and includes any relevant statutory charges payable.
- 1.19 **Public Relations Expenses**  
Public Relations Expenses means the reasonable fees and related expenses of a public relations firm or consultant, crisis management firm or law firm which an Insured in the reasonable exercise of their discretion may engage with our written consent to prevent or limit adverse effects or negative publicity in respect of an event.
- 1.20 **Schedule of Vehicles**  
Schedule of Vehicles means a list of Insured Vehicles provided by the Policyholder for underwriting purposes.
- 1.21 **Tool of Trade**  
Tool of Trade means a motor vehicle which has a tool or plant forming part of, attached to or used in connection with it, while such tool or plant is engaged on a work site, but does not include vehicles whilst in transit to or from any work site.
- 1.22 **Total Loss**  
Total Loss means a claim where we decide your Insured Vehicle is damaged beyond economical repair or is stolen and not recovered within 14 days.

## 2. **Insuring Agreement**

Subject to the terms and conditions contained in this policy, and after the Policyholder has paid or agreed to pay us the Premium, we will indemnify the Insured against Loss or Damage under Section 1 and liability under Sections 2 and 3, occurring during the Period of Cover up to the Limits of Liability specified in the Policy Schedule.

## 3. **Interested Parties**

Indemnity against Loss or Damage under Section 1 and liability under Sections 2 and 3 is extended to include any person, company or firm who has a financial and/or an insurable interest in the Insured Vehicle which is the subject of the Loss or Damage or liability.

**4. Limitation of Use**

We will provide indemnity in accordance with the terms of the policy only when Insured Vehicles are being used for the following purposes:

- 4.1 privately for social domestic and pleasure purposes;
- 4.2 in connection with the Business
- 4.3 for demonstration for sale;
- 4.4 in connection with servicing, repairing and subsequent testing;
- 4.5 for tuition, provided it is not for payment;
- 4.6 for towing a caravan, trailer or vehicle, provided it is not for payment,

provided that, clauses 4.3 and 4.4 shall not apply when the Business involves the sale, service and or repair of motor vehicles for reward.

**5. Territorial Limits**

The policy covers Insured Vehicles only within the Commonwealth of Australia, including its external territories and including transportation by sea or air between any places in the said Commonwealth.

**6. Section 1 - Own Damage**

6.1 We insure you for Loss or Damage of or to an Insured Vehicle, occurring during the Period of Cover. This cover extends to include all Accessories and apparatus, together with manufacturer's options, tools and spare parts and spare wheels, attached to or within the Insured Vehicle that is the subject of the claim.

**6.2 Basis of Settlement**

**6.2.1 Repair**

When there is Loss or Damage to the Insured Vehicle and we consider it economical to repair the Insured Vehicle, we will, at our option, pay for the reasonable cost of repairs to the Insured Vehicle or pay the amount of Loss or Damage to the Insured Vehicle, provided such payment does not exceed the Market Value of the Insured Vehicle.

**6.2.2 Total Loss**

When the Insured Vehicle becomes a Total Loss then the maximum amount we will pay for the Insured Vehicle is the Market Value.

**6.3 Genuine Parts**

If at the time of Loss or Damage the Insured Vehicle is still within the manufacturer warranty period, we agree:

6.3.1 to approve the use of genuine Toyota parts supplied by the Toyota Dealer Network for the repair of Toyota Insured Vehicles; and

6.3.2 for Insured Vehicles made by other manufacturers, to approve the use of genuine parts made by that manufacturer's suppliers.

Provided that in the case of replacement windscreens, sunroofs and window glass we may choose to use Australian design rule compliant parts instead of the genuine parts described above.

**7. Extensions to Section 1**

The following Extensions extend the cover under Section 1 and our liability for Extensions 7.1 - 7.12 is limited to the amount stated in the Policy Schedule against each Extension.

In connection with a claim under Section 1 of the policy, we will pay in addition to the amount payable under clause 6.2 'Basis of Settlement':

**7.1 Towing Charges**

The reasonable cost incurred to remove the Insured Vehicle to a place of safety or the premises of the nearest repairer and to re-deliver the vehicle from such premises after repair to its usual place of garaging.

**7.2 Cost of repatriating driver and passengers**

The reasonable cost, including necessary accommodation expenses, incurred in returning the Insured Vehicle's driver and passengers to the original point of departure or, at the Insured's option, to the driver's destination, provided that the Loss or Damage to the Insured Vehicle occurred outside a radius of 100 kilometres from the original point of departure.

**7.3 Signwriting**

The reasonable cost of reinstating necessary signwriting and artwork on, in, or attaching to the Insured Vehicle.



- 7.4 Removal of Debris**  
The reasonable cost incurred to clean up and remove debris resulting from the event giving rise to the claim. This Extension includes removal of the Insured Vehicle's load including goods falling or leaking from the Insured Vehicle, but will only provide cover for any amount in excess of which the Insured Vehicle's load is otherwise insured.
- 7.5 Hire Costs**  
If an Insured Vehicle is stolen or damaged, the reasonable cost of hiring a replacement vehicle of a similar type (subject to local availability) up to the amount per day specified in the Policy Schedule. We will not pay for hiring costs incurred after the date the Insured Vehicle is available for use by you in a condition similar to the condition it was in prior to the loss or damage, nor for a total period of more than 30 days.
- 7.6 Transit**  
Transit of an Insured Vehicle within the Commonwealth of Australia by road and/or rail and/or sea. This includes any contribution to general average and salvage charges you incur when such maritime conditions apply, whether or not the Insured Vehicle is damaged.
- 7.7 Recovery Costs**  
If an Insured Vehicle is stolen and subsequently found, we will pay the reasonable cost of recovery from any place in Australia.
- 7.8 Emergency Services**  
If an Insured Vehicle is involved in an accident requiring the attendance of the Fire Brigade, Police, Ambulance, State Emergency Services or other regulatory or municipal authority, we will pay the cost of services as may be charged by each relevant service or authority.
- 7.9 Employees' Personal Property and Company Owned Property**  
If as a result of Loss or Damage to an Insured Vehicle for which a claim is payable, any personal property therein belonging to an employee of the Insured or property belonging to the Insured not otherwise insured under this policy be lost or damaged, we will indemnify the Insured in respect of such property, subject to deduction of an allowance for age, depreciation, wear and tear. However this Extension will not cover cash, negotiable instruments, jewellery, computers, laptops, tablets or other electronic equipment or navigation equipment.
- 7.10 Locks and Keys**  
If keys to an Insured Vehicle are lost, destroyed or damaged, or if there are reasonable grounds to believe that the keys have been duplicated, we will pay the cost of replacing the keys and locks and any associated work.  
Nil Excess will apply if no other Loss or Damage has occurred to the Insured Vehicle.
- 7.11 Retrieval Costs**  
In the event of the Insured Vehicle becoming unintentionally immobilised in any situation, other than as a result of mechanical, electrical, electronic failure, impact or accident related damage, we will pay the Insured for the necessarily incurred costs of recovery and/or retrieval of the Insured Vehicle.  
Where you provide your own equipment, for the purpose of recovery or retrieval, we will only pay you the necessary costs of using your own equipment to recover or retrieve the Insured Vehicle.  
Nil Excess will apply if no other Loss or Damage has occurred to the Insured Vehicle.
- 7.12 Rewards for Stolen Vehicle**  
If the Insured Vehicle is stolen this Extension will cover any reward offered, with our prior approval, to secure the return of the Insured Vehicle.
- 7.13 Total Loss of Vehicles Under Finance**  
If:
- 7.13.1 the Insured Vehicle becomes a Total Loss; and
  - 7.13.2 the Insured Vehicle is the subject of a lease, hire purchase or any other similar agreement; and
  - 7.13.3 the terms of the lease, hire purchase or other similar financial agreement, require you to make a termination payment to the other party to that agreement, in order to terminate that agreement; and
  - 7.13.4 the amount of the termination payment is greater than the Market Value,
- then we will pay you, or any other party whom you direct us to pay, the Finance Gap, up to a maximum amount of 25% of the Market Value.

Excepting that, if the Insured Vehicle is a sedan, 4WD, utility, or goods carrying vehicle under 2 tonnes payload carrying capacity under a lease agreement with an eligible financier, such as Toyota Fleet Management and the Finance Gap is

greater than 25% of Market Value, then we will pay you, or any other party whom you direct us to pay, the entirety of the Finance Gap.

For the purpose of this Extension an eligible financier is a financier that at the time of Loss or Damage of an Insured Vehicle:

- (a) can demonstrate that it has financed or leased more than \$2,500,000 of vehicles that have been insured by either of the Insurers in the last 12 months;
- (b) has, or will have (in that Insurer's reasonable opinion) in the next 6 months, arrangements in place to refer business to that Insurer;
- (c) in that Insurer's reasonable opinion, actively promotes that Insurer's brand; and
- (d) had required that the amount financed or leased for the Insured Vehicle did not exceed the amount required to purchase a vehicle similar to the Insured Vehicle at the time of actual purchase, taking into account its make, model, age, kilometres travelled, condition and location, exclusive of GST.

**8. Section 2: Third Party Liability - Property Damage**

- 8.1 We will indemnify you against liability at law for damages and claimant's costs and expenses, up to a maximum of the Limit of Liability shown in the Policy Schedule, in respect of loss of or damage to property occurring during the Period of Cover caused by, through or in connection with the use of an Insured Vehicle which includes but is not limited to damage caused by or connected to:
- 8.1.1 goods being carried by or falling from the Insured Vehicle and all costs, charges and expenses necessarily and reasonably incurred by the Insured by a public authority to clean up and remove any debris;
  - 8.1.2 the operation of loading and unloading the Insured Vehicle but not the collection or delivery of the load to or from the vehicle beyond the limits of any carriageway or thoroughfare;
  - 8.1.3 the Insured Vehicle being driverless and unattended; or
  - 8.1.4 any passenger travelling in or on, entering into or alighting from the Insured Vehicle.

**9. Section 3: Third Party Liability - Personal Injury**

- 9.1 We will indemnify you against your liability at law for damages and claimant's costs and expenses up to a maximum amount of the Limit of Liability shown in the Policy Schedule, arising from the death of or personal injury to any person other than any person who at the time of the accident giving rise to the death or personal injury was acting in the course of his or her employment by you occurring during the Period of Cover and caused by, through, or in connection with the use of an Insured Vehicle, including but not limited to death or personal injury caused by or connected to:
- 9.1.1 goods being carried by or falling from the Insured Vehicle;
  - 9.1.2 the operation of loading and unloading the Insured Vehicle but not the collection or delivery of the load to or from the vehicle beyond the limits of any carriageway or thoroughfare.
- 9.2 **Exclusions to Section 3**  
We will not indemnify you or any other person claiming indemnity under this Section 3 for or in respect of:
- 9.2.1 any liability which is covered by or within the scope of any statutory scheme operating anywhere in Australia governing the payment of damages, compensation or expenses (whether limited in amount or not) for death or personal injury, or the insurance of any liability for such payment, where that insurance is required by law, caused by, through, or in connection with the use of an Insured Vehicle;
  - 9.2.2 any amount in excess of that recoverable under any statutory compulsory insurance or fund, or accident compensation scheme;
  - 9.2.3 any claim for which the Insured would have been partially or wholly compensated but for the your failure to insure or to register the Insured Vehicle or to lodge a claim in accordance with a requirement of any statutory compulsory insurance or fund, or accident compensation scheme;
  - 9.2.4 any liability for death or personal injury to any person in charge of the Insured Vehicle at the time of the occurrence;
  - 9.2.5 any liability for damages, compensation or expenses for which the right to claim has been abolished or in any way limited by any law operating anywhere in Australia; or
  - 9.2.6 the use of an Insured Vehicle registered in the Northern Territory.

## 10. Extensions to Sections 2 and 3

The following Extensions extend the cover under Sections 2 and 3 of the policy and are subject to the Limits of Liability for Sections 2 and 3 as specified in the Policy Schedule, unless otherwise stated.

### 10.1 Legal Costs

We will pay, in addition to the Limits of Liability for Sections 2 and 3 specified in the Policy Schedule, all legal costs and expenses incurred with our prior written consent in the defence of any Court proceedings in respect of which you are entitled to indemnity under Sections 2 or 3 of the policy. Furthermore, we will pay you reasonable legal expenses incurred with our prior written consent for representation at any formal legal inquiry or at any Coroner's inquest.

However if the Limit of Liability specified in the Policy Schedule is less than the total amount paid, or payable, to settle or dispose of all claims that arise out of any one accident or series of accidents arising out of one event, then we will only pay a proportion of the legal costs and expenses. Our proportion will be that proportion that the Limit of Liability bears to the total amount paid, or payable, to settle or dispose of all claims that arise out of any one accident or series of accidents arising out of one event.

### 10.2 Indemnity to other persons

We will extend the cover provided to you under Sections 2 and 3 to:

- 10.2.1 any person who was driving, using or in charge of an Insured Vehicle with your permission or implied consent;
- 10.2.2 your employer, principal or business partner, where the liability arises out of the use by you of an Insured Vehicle;
- 10.2.3 the Commonwealth and State Governments, where liability arises out of the use by you of an Insured Vehicle on government business; and
- 10.2.4 any passenger travelling in or on, entering into or alighting from an Insured Vehicle.

### 10.3 Vehicles not owned or supplied

We will indemnify you in accordance with the cover under Sections 2 and 3 in respect of any motor vehicle not owned or supplied by you which is in the charge of, or being driven by a person authorised to use the vehicle on behalf of you in connection with your Business.

### 10.4 Towing

We will indemnify you in accordance with the cover under Sections 2 and 3 against legal liability arising from the towage of a trailer or the towing of a disabled mechanically propelled vehicle, provided always that:

- 10.4.1 not more than one disabled mechanically propelled vehicle is being towed at any one time; and
- 10.4.2 the number of trailers being towed at any time does not exceed the number permitted by law.

### 10.5 Substitute vehicle

We will indemnify you in accordance with the cover under Sections 2 and 3 for loss or damage caused by a vehicle being used by you as a substitute vehicle while an Insured Vehicle is being serviced, repaired or is not driveable.

We will provide this indemnity only if:

- 10.5.1 one substitute vehicle is being used at any one time in place of an Insured Vehicle; and
- 10.5.2 the substitute vehicle is not owned by the Insured.

## 11. Limits of Liability - Sections 2 and 3

### 11.1 Sections 2 and 3 combined

Our aggregate liability for damages and claimant's costs and expenses under Sections 2 and 3 combined is limited to the Limit of Liability specified in the Policy Schedule in respect of all claims whatsoever and howsoever arising out of any one accident or series of accidents arising out of one event.

### 11.2 Carriage of Hazardous Goods

Unless otherwise specified in the Policy Schedule or by endorsement, if at the time of an accident giving rise to a claim under the policy an Insured Vehicle (or towed motor vehicle or trailer) is carrying goods classified as dangerous under the "Australian Code for the Transport of Dangerous Goods by Road or Rail", then our aggregate liability under Sections 2 and 3 combined is \$1,000,000 in respect of all claims attributable to the goods so carried arising out of one event, provided always that the transportation of such goods is in compliance with the:

- 11.2.1 Australian Code for the Transport of Explosives by Road and Rail; or
- 11.2.2 Australian Code for the Transport of Dangerous Goods by Road and Rail.

## 12. Extension to all Sections

The following Extension extends the cover under Sections 1, 2 and 3 of the policy and is limited to the amount stated in the Policy Schedule for this Extension. This amount is in addition to the amount payable under clause 6.2 'Basis of Settlement' in respect of claims under Section 1 and is in addition to the Limits of Liability for Sections 2 and 3 as specified in the Policy Schedule in respect of claims under Sections 2 and 3.

**12.1 Crisis Coverage**

This policy extends to cover you for Public Relations Expenses you incur with our written consent, in respect of any event covered under Section 1, 2 or 3 of the policy up to the amount specified in the Policy Schedule except where the Insured Vehicle is stolen and not recovered, then this Extension will not apply.

**13. General Exclusions - (Applicable to All Sections except where otherwise specified)**

**13.1 This policy does not cover:**

- 13.1.1 loss of any kind suffered as a result of the inability to use an Insured Vehicle. However Exclusion 13.1.1 will not apply to costs covered by Extensions to Section 1 7.2 'Costs of repatriating driver and passengers' and 7.5 'Hire Costs';
- 13.1.2 depreciation, wear and tear, rust or corrosion of an Insured Vehicle. However we will pay for any resultant damage to the Insured Vehicle, provided that you were not aware of the condition;
- 13.1.3 structural failure, mechanical, electrical or electronic breakdown or failure of an Insured Vehicle. However we will pay for any resultant damage to the Insured Vehicle, provided that the Insured was not aware of the condition;
- 13.1.4 the tyres of an Insured Vehicle being damaged by application of brakes or by road punctures, cuts or bursting;
- 13.1.5 loss or damage to an Insured Vehicle occasioned by lawful seizure or other operation of law arising from any breach of contract, agreement or obligation;
- 13.1.6 loss or damage to an Insured Vehicle due to failure to take reasonable steps to lock or secure the vehicle after it has broken down or been damaged;
- 13.1.7 loss or damage of any kind caused by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- 13.1.8 loss or damage of any kind caused by or arising from radioactivity, or from the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste or action of nuclear fission or fusion;
- 13.1.9 any liability for damage to your property or property in your physical or legal custody or control whilst such property is on or being loaded onto or unloaded from an Insured Vehicle;
- 13.1.10 any liability which you or any other person or party to whom protection is given under this policy is required by law to insure under a separate statutory policy;
- 13.1.11 any liability arising under any undertaking or indemnity given or contracted by you without our written consent unless such liability would have attached notwithstanding such undertaking or indemnity;
- 13.1.12 in respect of Sections 2 and 3, an Insured Vehicle whilst being used as a Tool of Trade;
- 13.1.13 loss, damage, cost, expense or any liability of any nature directly or indirectly caused by, resulting from or arising in connection with:
  - (a) any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism;
- 13.1.14 an Insured Vehicle whilst being used in underground excavation or underground mining;
- 13.1.15 in respect of Sections 2 and 3, the use of an Insured Vehicle when it is unregistered or unlicensed.

However, Exclusion 13.1.15 will not apply in respect of an unregistered Insured Vehicle in a place that requires registration, provided you have complied with the appropriate statutory requirements and obtained necessary permits to move the unregistered vehicle. You will allow us to use all remedies available to recover all costs associated with any loss or damage occasioned, or liability incurred, by the driver of the Insured Vehicle.

**13.2 You are not covered if at the time of an accident an Insured Vehicle and any attached trailer is being:**

- 13.2.1 used in, or tested in preparation for, a race, trial, test or contest or for pace making;
- 13.2.2 used in an experiment, test, trial or demonstration other than for re-sale purposes in connection with the motor trade or when involved in a defensive driving course;

- 13.2.3 used to convey or tow a load in excess of that for which the vehicle or attached trailer was designed. Provided that, this Exclusion 13.2.3 shall not apply if you are able to prove that:
  - (a) the event giving rise to a claim was not caused by or contributed to by such excess load; or
  - (b) you had no knowledge of such overloading;
- 13.2.4 used whilst in an unsafe or unroadworthy or damaged condition, except where such condition could not reasonably be detected by you or you can prove that the event giving rise to the loss damage or liability was not caused or contributed to by such unsafe, un-roadworthy or damaged condition;
- 13.2.5 used for any form of hire other than for a car pooling agreement in accordance with the provisions of the Transport Regulation (Car Pools) Act 1979 or an equivalent statute or unless we have been notified and any special terms required have been agreed by us in writing;
- 13.2.6 used for an unlawful purpose by you or some other person with your expressed or implied consent;
- 13.2.7 used for the transportation of goods which are classified as dangerous under the:
  - (a) Australian Code for the Transport of Explosives by Road and Rail; or
  - (b) Australian Code for the Transport of Dangerous Goods by Road or Rail,
 except as provided under clause 11.2 of this policy.
- 13.3 You are not covered if at the time of an accident an Insured Vehicle and any attached trailer is being:
  - 13.3.1 driven or for the purpose of being driven is in the charge of any person other than a fully authorised driver under all relevant laws, by-laws and regulations;
  - 13.3.2 driven by or is in the charge of any person;
    - (a) while under the influence of an illegal drug;
    - (b) with a percentage of alcohol in their breath or blood in excess of that permitted by law; or
    - (c) who is convicted of the offence of refusing to take a breathalyser or blood test when requested to do so in a lawful manner,
 except where there are any relevant statutory provisions to the contrary.
  - 13.3.3 driven by you or any person with your consent and knowledge, whilst not licensed to drive the Insured Vehicle, or whilst disqualified from holding or obtaining such a licence.

Exclusion 13.3.2 will not apply if you prove that whilst permission was given for such person to use the Insured Vehicle, your officer responsible for insurance did not know, or could not reasonably have known, that the person was so affected and you preserve our rights at law (to the extent such rights exist) to use all remedies available to recover all costs associated with any loss or damage occasioned, or liability incurred, by the driver of the Insured Vehicle.

## 14. Excess

- 14.1 The amount we will pay will be reduced by the amount specified as the "Standard Excess" in the Policy Schedule, and where applicable, the additional amount specified as the "Age and Inexperienced Drivers Excess" in the Policy Schedule.
- 14.2 No Excess shall apply to claims where the damage is limited to windscreen or window glass breakage for an Insured Vehicle that is either a sedan, van, utility, 4WD or goods carrying vehicle with a payload carrying capacity of less than 3.5 tonnes.
- 14.3 An Excess is not applicable on a claim if:
  - 14.3.1 we determine that the claim involves a collision with another vehicle and the driver of the other vehicle was 100% at fault; or
  - 14.3.2 we determine that the claim involves a third party and the third party was 100% at fault; and
  - 14.3.3 the Insured tell us the full name and address of the third party and/or the full name of the other driver including the registration number of the other vehicle, including the driver's licence number; and
  - 14.3.4 the amount of the claim exceeds the applicable Excess under the policy.

Where the driver of the other vehicle or the third party disputes who was at fault, the applicable Excess will then become payable but will be refunded, if we are successful in establishing that the other driver or the third party was 100% at fault. Similarly, we reserve the right to collect the Excess should it ultimately be determined that the driver or third party was not 100% at fault.

## 15. General Terms and Conditions - (Applicable to All Sections)

- 15.1 Cancellation

- 15.1.1 An Insured may remove themselves from the cover at any time by deciding not to meet the Eligibility Criteria for Insureds or by notifying Toyota Finance Australia Limited, in which case all amounts owed and outstanding for that Insured's Period of Cover must be paid to us, except where this policy is cancelled within the cooling off period.
- 15.1.2 We may cancel the policy by giving the Policyholder written notice of such cancellation if there is a:
- (a) failure to comply with the duty of utmost good faith;
  - (b) failure to comply with the duty of disclosure;
  - (c) misrepresentation to us during the negotiations of the policy; or
  - (d) failure to comply with a provision of the policy, including a provision with respect to payment of the Premium.
- 15.1.3 In the event that we cancel the Policy, the Policyholder must pay us any Premium owed and outstanding, up to the effective time of cancellation.
- 15.2 **Claims Procedure**
- 15.2.1 **Notification**
- You or someone acting on your behalf must:
- (a) notify Innovation Group of any accident or damage or loss without delay at the contact details specified below;
  - (b) notify the police of theft losses or Malicious Damage;
  - (c) send any letter of demand, claim, writ or summons relating to an accident involving an Insured Vehicle to Adica at the contact details specified below; and
  - (d) assist us in every way in connection with any claim or legal action relating to that accident.
- 15.2.2 **First notification of loss to Innovation Group**
- Telephone number: 1800 817 683
- 15.2.3 **Claims management by Adica**
- Address: PO Box 7212, St Kilda Road VIC 3004  
 Telephone number: 1800 189 296  
 Email address: fleet@andia.com.au
- 15.2.4 **Liability not to be admitted**
- No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of you without our consent. We have the right and duty to take over and conduct in the your name, the defence or settlement of any claim or to prosecute in your name, for our own benefit, any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and you shall give us all such information and assistance as we may require.
- If we make any recovery by way of subrogation, you shall be entitled to recover from us any amount by which our recovery exceeds the amount paid by us in relation to the loss.
- 15.3 **Fraudulent Claims**
- Where a claim is fraudulently made by you, or by any other party, we may refuse payment of any part of the claim and may seek repayment of any sums previously paid.
- 15.4 **Care of Insured Vehicle**
- You must take reasonable steps at all times to safeguard Insured Vehicles from loss and damage and to maintain them in an efficient safe and fully roadworthy condition.

**15.5 Cross Liability**

Where the Insured is comprised of more than one party, the words "the Insured" shall be considered as applying to each party comprising the Insured in the same manner as if that party were the only party named herein as the Insured. Nothing contained in this clause shall operate to increase our Limit of Liability as specified in your Policy Schedule.

**15.6 Breach**

Breach or non-compliance with any provision, Exclusion, term or condition of this policy without the knowledge or consent of the Insured's officer responsible for insurance shall not affect your right to the indemnity granted under this policy nor shall any breach or non-compliance by one of the Insureds prejudice the interest of any other Insured or interested party to this policy.

**15.7 Subrogation Waiver**

We agree to waive any rights and remedies or relief to which we may become entitled by subrogation against:

**15.7.1** each party comprising the Insured, including your directors, trustees, officers, employees, partners or shareholders;

**15.7.2** all contractors and sub-contractors of the Insured; and

**15.7.3** any other entity or person where the Insured has been required by contractual agreement to release such parties from liability arising from any event insured by this policy and such waiver and/or release is allowed without prejudice to this insurance.

**15.8 Acquired Entities**

This policy extends to include any company, subsidiary, organisation, firm or other entity formed purchased or otherwise acquired by the Insured during the Period of Cover.

Provided that the Insured shall:

**15.8.1** hold a controlling interest in such entity;

**15.8.2** advise us of its interest in such entity within a reasonable period following the date of attachment of such interest; and

**15.8.3** declare to us the number of additional Vehicles to be insured and pay such additional amount as we may require.

**15.9 Applications for Cover**

It is a condition of provision of cover in respect of an Insured under this Policy that we obtain from the Policyholder the agreed information from each Insured in the form we make available before cover is provided to that Insured 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 effectively 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.

**15.10 Goods and Services Tax (GST)**

GST, input tax credit, acquisition and supply have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable percentage is the Insured's entitlement to an input tax credit on the Premium as a percentage of the total GST on that Premium.

**15.10.1** Where we make a payment under this policy for the acquisition of goods, services or other supply, the amount of the payment will be reduced by the amount of any Input Tax Credit that the Insured is, or will be, entitled to in relation to that Acquisition, whether or not the Insured makes that acquisition.

**15.10.2** Where we make a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that the Insured would have been entitled to had the payment been applied to acquire such goods, services or other supply.

Any GST amount paid by us shall be in addition to the Limits of Liability specified in the Policy Schedule.

No payment shall be made to the Insured for any GST liability that they may acquire upon settlement of a claim if the Insured has not informed us of its correct taxable percentage.

15.11 **Headings**

Headings have been included for ease of reference only. The provisions of this policy are not to be construed or interpreted by reference to such headings.

15.12 **Transfer of Interest**

No interest in this policy can be transferred without our written consent.



**FLEET  
MANAGEMENT**



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