Insuret



MOBILITY FLEET INSURANCE

Product Disclosure Statement

September 2021

This Product Disclosure Statement (PDS) was prepared on 1 September 2021. It sets out important information about our Mobility Fleet Insurance cover.

Mobility Fleet Insurance relates to commercially registered businesses that have a fleet and offer their vehicles to individuals or businesses under a legally binding, executable contractual arrangement for a fee. This includes industries such as car rental, ride share, car share, peer to peer (P2P) and subscription.

Any advice contained in this PDS is general only and does not take into account your individual circumstances. You should carefully read this document together with any other documentation we send you and keep them in a safe place for future reference.

We may need to update this PDS from time to time if certain changes occur, where required and permitted by law. We will issue you with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue you with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by calling us).

This insurance is administered by Insuret Pty Limited (Insuret) ABN 42 126 793 379 authorised representative number 316981, of The Hollard Insurance Company Pty Ltd (Hollard) ABN 78 090 584 473, AFSL 241436, an authorised Australian insurer. Insuret acts under a binding authority from Hollard. In all aspects of issuing and administering this insurance, Insuret acts as an agent for Hollard and not for you. For more information, please refer to the Insuret Financial Services Guide.

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ABOUT THE INSURER

The insurer of this product is The Hollard Insurance Company Pty Ltd (Hollard) ABN 78 090 584 473 AFSL 241436 Level 12, 465 Victoria Avenue, Chatswood, NSW 2067.

Insuret Pty Limited (Insuret) ABN 42 126 793 379 acts as an authorised representative (AR No. 316981) on behalf of Hollard. Insuret is not acting as your agent.

IMPORTANT INFORMATION

This Product Disclosure Statement (PDS) is an important legal document that has been designed to help you get the most out of your policy.

Your insurance policy is a legal contract between you and us. The contract is based on the information you gave us when you applied for the insurance, and any subsequent information which you have supplied.

Your insurance policy is made up of:

- this PDS which sets out what is and what is not covered by this policy;
- the insurance certificate we provide with details of:
  - who is insured;
  - the cover(s) selected;
  - the period of insurance;
  - the respective sums insured and/or limits of liability;
  - excesses and other important information
  - how you pay premiums
  - how you declare the vehicles that require cover.

You should ensure that you read these documents carefully and keep them in a safe place. If you have any questions regarding this PDS or insurance certificate, please contact Insuret or your insurance broker.

Your insurance certificate indicates if your period of insurance is one month or one year. You are responsible for ensuring that your premiums are paid. If any premium remains unpaid for more than 14 days from the due date, any claim you make may not be paid.

Who is insured under this policy

The person(s) or organisation(s) that are covered by this policy are named as the Insured on the insurance certificate.

We will extend the policy to cover any other entities in which the Insured has a controlling interest, subject to the other entities carrying out the same or substantially the same Business as described on the insurance certificate.

In this policy, those person(s) or organisation(s) are referred to as 'you' or 'your'.

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty of disclosure under the *Insurance Contracts Act* 1984.

It is your responsibility to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Things you must tell us or do during the period of insurance

Under this policy, you must tell us and/or do certain things within a specific timeframe which are noted within this policy wording.

Additionally, if there are any changes to the answers to our questions which you disclosed at the commencement of this insurance policy, any subsequent endorsements, alterations or renewals, you must notify us of the change within 30 days. If you require a copy of the information that has been provided to us, please contact your broker or insurance advisor.

Your failure to notify us of the alterations of risk or changes that may increase the risk could result in us declining a claim and/or cancelling or avoiding the policy, except where we expressly allow alterations in risk in the relevant cover sections of the policy.

Significant features and benefits

This insurance product provides motor vehicle insurance for operators of fleets of motor vehicles in the mobility sector who rent or subscribe vehicles as a commercial operation. These types of fleets include but not limited to car rental, car sharing, ride sharing and subscription. You need to consider the type of insurance cover that suits your needs. The significant features and benefits of this policy are summarised below.

There are two types of cover to choose from:

Comprehensive Cover – protects you against loss or damage to your vehicle arising from accident, collision, theft, fire, storm or malicious damage. You will also be covered against claims made against you by another party as described in the Third Party Property Damage Cover section.

Third Party Property Damage Cover – protects you (and the hirer and any authorised driver) against legal liability arising from the use of your vehicle for claims made against you for damage caused to other people's property. It provides no cover for damage to your own vehicle.

Each section includes additional benefits which are described in this document.

How to apply for insurance

Complete our application/proposal form and forward it to your broker representative or Insuret. If your application is accepted, we will send an insurance certificate to your broker or you that sets out details of the insurance you have taken out.

Determining your premium

When you purchase your insurance, we tell you the premium you must pay and note it in your insurance certificate. To determine your premium, we consider factors such as the cover you want, the values and types of vehicles to be insured, the nature of use of the vehicles and the areas in which the vehicles are to be used. It also includes amounts that fulfil our obligations to pay any relevant compulsory government charges, taxes or levies (e.g. stamp duty and GST) for your insurance. We show these charges on your insurance certificate.

Premium rates may be changed but only on renewal of the policy or where there has been a change to the risk during the policy term.

Adjustments to your premium

The premium noted in your insurance certificate is based on the information you provide to us. The premium you must pay may be adjusted based on any changes you notify to us in accordance with your obligations set out under "Your Responsibilities", including the sections "Paying your premium", "Keep us up to date" and "Vehicle declaration requirements".

If your period of insurance is one year, the amount you must pay includes the amount noted in your insurance certificate plus any additional premium based on any changes you notify to us.

If your period of insurance is one month, the amount on your insurance certificate is an estimated premium. The final premium you must pay in respect of a month is the estimated premium for that month as adjusted by us based on any changes you notify to us.

Your excess(es)

If you make a claim under this insurance, you may have to pay an excess or multiple excesses and this is the amount you have to pay towards each claim. There are different types of excesses which may apply to you or the driver of your vehicle at the time of the claim and these are listed on your insurance certificate.

At our option your excess will be:

- paid by you to the repairer when you pick up your vehicle after it has been repaired;
- paid by you to us when we request it; or
- deducted from the amount we pay you.

We may agree to waive the requirement for you to pay the excess(es) under certain circumstances where:

- your vehicle is comprehensively insured; and
- we agree with you that another party is fully responsible for the damage to your vehicle; and
- the damage to your vehicle exceeds the basic excess; and
- you provide us with full contact details of the party who is responsible for the damage to your vehicle, including:
  - first and last name;
  - driver's licence number;
  - vehicle registration number;
  - residential/business address;
  - telephone number.

Cooling off period

If you decide that the cover provided by this policy does not meet your needs, for whatever reason, and you have not made a claim, you can cancel your policy within 21 days of the commencement or renewal of your insurance. You will receive a full refund of any premium paid, less any taxes or duties we cannot recover. If your period of insurance is one month, any premium refund will be reduced by any amount you must pay arising from adjustments in relation to any prior periods of insurance (refer to "Adjustments to your premium").

You can still cancel the policy at other times in accordance with the terms shown in the cancelling your insurance section of this PDS.

Cancelling your insurance

How you may cancel

You can cancel your insurance at any time by calling us. We will explain the cancellation process to you. If you have paid an annual premium, we will refund any premium you have paid, less an amount that covers the period for which you were insured.

Cancellation will not affect your obligation to supply us with the information necessary to permit calculation of your premium (refer to the section "Vehicle declaration requirements" below) and to pay the amount of the premium applicable up to the date of cancellation.

The policy will be automatically cancelled when any premium amount, including an instalment of premium, has remained unpaid for a period of at least one month.

How we may cancel

We can cancel your insurance to the extent permitted by law, for example if you do not comply with the policy terms and conditions, fail to pay your premium, make a fraudulent claim or if you did not comply with your Duty of Disclosure or misrepresented information when you entered into this insurance contract. If we cancel your policy, we will send you a cancellation letter.

Financial claims scheme

Hollard is an insurance company authorised under the *Insurance Act 1973* (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and is subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Hollard are met within a stable, efficient and competitive financial system.

The protection provided under the Financial Claims Scheme legislation applies in relation to Hollard and the policy. If Hollard were to fail and were unable to meet their obligations under the policy, a person entitled to claim insurance cover under the policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from fcs.gov.au.

GENERAL INSURANCE CODE OF PRACTICE

Hollard is a signatory to the General Insurance Code of Practice ('the Code').

The objectives of the Code are to:

- commit us to high standards of service;
- promote better, more informed relations between us and you;
- maintain and promote trust and confidence in the general insurance industry;
- provide better fair and effective mechanisms for resolving complaints you make about us; and
- promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee (CGC) is the independent body that monitors and enforces our compliance with the Code. It also aims to drive better Code compliance, helping the insurance industry to improve its service to consumers.

For more information about the CGC, or to obtain a copy of the Code please visit insurancecode.org.au

Extra Care Process

We recognise that our customers may find themselves in difficult circumstances, particularly when a claim event occurs. We have developed an Extra Care Process to provide additional support to our customers who may be experiencing vulnerability due to their circumstances, including personal circumstances that are not directly related to insurance. The Code provides the following examples that may contribute to someone needing extra care:

- age;
- disability;
- mental health conditions;
- physical health conditions;
- family violence;
- language barriers;
- literacy barriers;
- cultural background;
- Aboriginal or Torres Strait Islander status;
- remote location; or
- financial distress.

More information about the extra care we can offer and how we support customers is available on our website or on request via customercare@insuret.com.au

OUR OBLIGATIONS TO YOU

We agree to provide you with the cover set out in each of the policy sections which you have selected and that are listed on your insurance certificate. This cover is in force for the period of insurance set out on your insurance certificate. We will cover you for loss, damage and/or liability occurring during the period of insurance, subject to the terms and conditions of the policy.

We will not pay any more than the sum insured limit for each section as show on your insurance certificate unless otherwise stated.

Renewing the policy

At least 14 days before your insurance expires we will send you a renewal notice, outlining our renewing terms for your insurance, if any. You are not obliged to renew your policy with us and can tell us in writing if you choose not to renew your policy.

If your period of insurance is one month, we will automatically renew the policy for a further month and we will issue a monthly renewal certificate setting out details of your cover and premium.

How we protect your privacy

In this section, 'we', 'us', 'our' means Insuret and/or Hollard. We are bound by the Australian Privacy Principles (APPs) under the *Privacy Act 1988* (Cth) and comply with the Privacy Act 1988 (Cth). We are committed to ensuring that all Our business dealings comply with the APPs and acknowledge the importance of keeping personal details for individuals confidential and secure.

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling.

We disclose personal information to reinsurers, insurance intermediaries, insurance reference bureaux, credit reference agencies, your broker and those involved in the claims handling process, for the purposes of assisting us and them in providing relevant services and products, and for the purposes of litigation. We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it. By providing personal information to us or our agent, you consent to us making these disclosures.

Without this information, we may not be able to provide you with the services you require.

When you give us personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us and the types of third parties we may provide it to, the relevant purposes we and the third parties will use it for, and how they can access it. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

If you would like a copy of our Privacy Policy or the Insurers Privacy Policy, would like to seek access to or correct your personal information, or opt out of receiving materials we send, please contact us on 07 3239 7000. You can also view the Privacy Policies at www.insuret.com.au and www.hollard.com.au.

How we resolve your complaints

We welcome every opportunity to resolve any concerns you may have with our products or service. In the first instance contact Insuret, our staff will help you in any way they can. If you are not satisfied with the response received, you can request that a manager address your concern.

If your concern is still not resolved to your satisfaction please write to: Internal Dispute Resolutions Committee at PO Box 779 Spring Hill, QLD 4004. Your concern will be investigated by an officer with full authority to deal with the complaint and we will inform you of the outcome.

If your concern still remains unresolved to your satisfaction, or has not been resolved, you may refer the matter to the Australian Financial Complaints Authority (AFCA) subject to its Rules, which acts as the external dispute resolution scheme for all financial firms. AFCA is an independent body, established by the Federal Government and its service is free to you.

AFCA can be contacted on:

Free call: 1800 931 678
Post: GPO Box 3, Melbourne, Victoria 3001
Website: www.afca.org.au
Email address: info@afca.org.au

A decision of AFCA is binding on us (up to specified jurisdiction limits). A decision of AFCA is not binding on you and you have the right to seek further legal assistance.

YOUR RESPONSIBILITIES

All person(s) or organisation(s) covered by the policy must comply with all conditions of this policy. If you do not comply with the policy conditions, we may reduce or refuse to pay a claim and cancel your policy to the extent permitted by law.

Paying your premium

You are responsible for ensuring that your premiums are paid and kept up to date or your cover could be put at risk. If any premium remains unpaid for more than 14 days from the due date, any claim you make may not be paid.

If you have not provided us with the information necessary to permit calculation of your premium (refer to the section "Vehicle declaration requirements" below) we may estimate the amount payable. You must pay any estimated premium by the due date as if it was based on a Vehicle declaration provided by you. We agree to adjust or correct any estimated premium after you provide the Vehicle declaration.

If you change your bank account or credit card details, you must contact us and tell us the new details. If your financial institution dishonours any payment because of lack of funds, you will be charged for any costs we incur arising from the payment being dishonoured.

Keep us up to date

During the period of insurance and at renewal you must tell us of any of the following changes:

- any change in the business activities carried on by you;
- details of any conversion or modification to your vehicle, including proof (such as an engineer's certificate) that the vehicle continues to satisfy the requirements to remain registered after the conversion or modification; or
- if you change your address, your vehicle, your vehicle's garaged postcode or the way you use your vehicle.

You must tell us at the commencement of your policy and at each renewal if you have:

- been declared bankrupt;
- been placed in administration, voluntary administration or had a receiver appointed;
- been refused insurance or had any insurance cancelled or declined within the last 3 years;
- been convicted of a criminal offence within the last 5 years.

Taking care

This policy is not a maintenance policy and does not pay out to rectify or improve structural defects, faulty design or faulty workmanship, or to resolve issues that have occurred due to inadequate maintenance, gradual deterioration or general wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance.

You must take all reasonable care to prevent loss, damage or injury and you must comply with all laws and regulations for the safety, licensing, registration, use and storage of vehicles.

When not being driven, vehicles must be parked in a secure manner, left locked and with the keys removed from your vehicle and stored in a secure location away from your vehicle.

Other insurance

You must tell us about any other insurance policy that insures any risk insured by this policy and provide us with details of the other insurance.

Other party's interests

You must tell us of the interests of all parties (e.g. credit providers or other owners) who will be covered by this insurance. If a credit provider is noted on your insurance certificate as having an interest in your vehicle, and we agree to settle a claim on a cash basis, we have the option of making this payment to the credit provider in full or part settlement of the claim.

Except where expressly stated in the policy we will not insure the interests of any third party beneficiary unless you have notified us in writing of such interest, and we have agreed to record that interest in writing which will be shown on your insurance certificate.

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

Admitting liability

You must not admit guilt, fault or liability for an accident, or negotiate to pay or defend any claim without written consent.

Preventing our right of recovery

We will not cover you for loss, damage or liability if you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this policy.

Keep proof of ownership and value

When you make a claim for loss or damage to property covered by this policy, we will require you to justify any amount claimed. We recommend that you keep records to make this task easier.

Vehicle declaration requirements

You are required to notify us of any vehicles that you have acquired, or disposed of, after the inception or renewal of your insurance.

If you are paying your premium monthly, You must provide fleet declarations to Us in our prescribed format and on the agreed dates as defined on your insurance certificate. Your declaration must clearly delineate the cover being required for each vehicle being either Comprehensive (comp) or Third Party Property Damage (tppd). Your monthly premium will be adjusted according to how you have declared your fleet to us.

If you have paid an annual premium you must notify us within 14 days from when the change has occurred and pay any additional premium that may be due.

There is no cover for newly acquired vehicles that we have not been advised of and not agreed to cover outside of the above stated periods.

In cases where you have acquired a new vehicle and your current policy consists of vehicles insured for Third Party Property Damage only, or a mix of Comprehensive and Third Party Property Damage, cover will be restricted to Third Party Property Damage only for the new vehicle until such time as you provide us with notification of the acquisition and we agree to insure the vehicle for Comprehensive cover.

OTHER IMPORTANT MATTERS

Goods and Services Tax (GST)

Any claim payments made under this insurance will be based on GST inclusive costs, up to the relevant sum insured, market or agreed value or maximum amount that we pay. However, if you are or would be entitled to claim any input tax credits for the repair or replacement of insured property or for other things covered, we will reduce any claim under this insurance by the amount of such input tax credits.

In situations where this insurance covers more than one party, each of the parties will be considered as a separate legal entity and the cover provided will apply to each party as if a separate policy has been issued to each party. The cover provided by this additional benefit will not exceed our limit of liability in the aggregate.

Law

This insurance contract is subject to Australian law and practice with Australian courts having sole jurisdiction.

Transfer of interest

You can not transfer any interest in this policy without our prior written approval.

Cross liabilities

In situations where this insurance covers more than one party, each of the parties will be considered as a separate legal entity and the cover provided will apply to each party as if a separate policy has been issued to each party. The cover provided by this additional benefit will not exceed our limit of liability in the aggregate.

Joint insurance

Any claim, statement, act or omission made by, or on behalf of, any one of the people or entities named as the insured on the insurance certificate is considered to be a claim, statement, act or omission made by all of the people or entities named as the insured.

Legal representation

We may legally represent you, the hirer or the authorised driver, who was in charge of your vehicle, at any inquest or other official enquiry into an incident that may be the subject of a claim under this insurance. This representation may also include the defence of any alleged offence in connection with the incident in any court of summary jurisdiction. The representation at these hearings is at our option.

Significant risks

Parking arrangements

- it is important that you park your vehicles that are not on hire in accordance with the policy conditions or we may refuse to pay a claim.

Declaration

- it is important that you advise us of any changes to your fleet of vehicles on an monthly basis if your policy is paid monthly prescribed in this PDS or your insurance certificate.

- if your policy is paid on an annual basis, you must advise us of any acquired vehicles as soon as the change occurs.

There is no cover for newly acquired vehicles unless you notify us as required.

Age limits

- age limits apply to hirers and authorised drivers which are noted on your insurance certificate. We may refuse to pay a claim where the hirer/ authorised driver does not meet our guidelines and has not been disclosed to us and accepted by us in a manner noted on your insurance certificate.

YOUR COVER

Under this policy you can select from the following types of cover:

- **Comprehensive cover:** Section 1 and Section 2 apply.
- **Third Party Property Damage**: Section 1 does not apply. Section 2 only applies.

Your insurance certificate describes the cover type applicable to each vehicle insured.

SECTION 1 – LOSS OR DAMAGE TO YOUR VEHICLE

We cover the theft of your vehicle or damage caused to your vehicle resulting from an accident, caused by fire or storm, or malicious damage. Each comprehensively insured vehicle is covered up to the limit as defined on your insurance certificate as the "Monetary Limit". Where you have added a vehicle to your policy with us and we have not confirmed back to you in writing that the Monetary Limit has been increased to accommodate such a vehicle, in the event of a total loss, the most that we will pay is the "Monetary Limit" noted on your insurance certificate.

You can claim for loss or damage to your vehicle if:

- your vehicle is insured for comprehensive cover;
- the event which causes the loss or damage happens during the period of insurance;
- the loss or damage occurs within Australia;
- the loss or damage is not excluded by any of the general exclusions;
- the loss or damage is not excluded by any endorsement.

We do not cover:

- damage to tyres caused by braking or by punctures, cuts or bursts;
- damage due to depreciation, wear and tear, rust or corrosion;
- structural, mechanical, electrical or computer breakdowns, failures or breakages;
- damage to any vehicle accessories other than those:
  - supplied by the manufacturer as part of the original vehicle;
  - stated within the definition of vehicle; or
  - accessories and modifications specified on your insurance certificate or as agreed to in writing during your period of cover or renewal.
- additional loss or damage to your vehicle caused after an accident, theft or breakdown unless you have taken reasonable steps to protect or safeguard it;
- loss or damage as a result of the lawful seizure of your vehicle.

ADDITIONAL BENEFITS – SECTION 1

The following additional benefits are payable or provided in addition to the sum insured for your vehicle if:

- ***your vehicle has Comprehensive cover; and***
- ***we agree to pay a claim for loss or damage to that vehicle under Section 1.***

Expedited settlement guarantee

If your vehicle is declared a total loss as a result of an accident, we agree to settle your claim within 21 days of receipt of all documentation supporting your claim. If we do not settle within this timeframe we will pay your next month's finance or lease payment for the damaged vehicle.

This benefit is subject to your lodgement of all claim documentation, including but not limited to:

- a fully completed claim form;
- a copy of the registration certificate;
- a copy of the front and rear of the hire/rental agreement.

General average

We will pay any contributions you are obligated to pay towards any general average and salvage charges where maritime conditions apply to the transport of your vehicle by sea between places in Australia.

The most we will pay is the sum insured or market value of the affected vehicle(s).

Removal of debris

We will pay up to $25,000 to cover costs incurred to clean up and remove your vehicle debris following an accident involving your vehicle.

Towing, storage & repatriation costs

We will pay the reasonable cost of removing your vehicle to the nearest repairer or safe and secure place after it is damaged in an accident or recovered after theft. This benefit is subject to applicable state/territory legislation governing towing costs and is capped at $750 per event where the incident is within 50 kms of your nearest base or depot.

We will pay the reasonable costs of storing your vehicle for up to 7 days prior to your claim being lodged with Insuret. This benefit is capped $250.

Once a claim is lodged with us, we will pay for the reasonable cost of storing your vehicle at the repairer's premises subject to us being made aware that the vehicle is incurring storage fees when the claim is lodged, this benefit is capped at $750.

We will pay the reasonable cost of repatriating your vehicle to your nearest base or depot where the vehicle is located more than 50 kms from your nearest base or depot. We must approve this cost in advance and this benefit is capped at $2,500 per event.

HOW WE SETTLE A CLAIM UNDER SECTION 1

If we agree to pay a claim under section 1, we will, following collaboration with you, pay you for a partial loss or a total loss.

TOTAL LOSS

Your vehicle is a total loss if it is stolen and not recovered after 14 days of you reporting the theft to us and we accept a claim for theft of your vehicle, or as a result of damage it is uneconomical or unsafe to repair.

Settlement will be based on the market value of your vehicle at the time of the loss, including the value of any accessories or modifications you have told us about and we have agreed to insure and which are noted on your insurance certificate, less any applicable excess(es) and ITC entitlement.

For vehicles less than 12 months old from the date of original registration that have travelled less than 40,000 kilometres, we agree to pay the equivalent of the replacement value for a new vehicle of the same or similar make and model, subject to the vehicle being available locally, up to the amount you paid originally for the damaged or stolen vehicle (including stamp duty and dealer delivery charges but excluding registration and insurance), less any insurance excess(es) and ITC.

If your vehicle is leased or financed and is declared a total loss and the vehicle is within 24 months of the date of first registration, we will payout the amount owing under the lease contract, less any applicable excess(es) and ITC entitlement. We will not pay any arrears or amounts which were overdue at the date of loss.

If your claim involves a payment by us for the total loss of your vehicle your insurance cover on that vehicle will cease as soon as we accept liability and if the premium for that vehicle has been fully paid there will be no refund. If there is a portion of the annual premium for the vehicle still owing to us at the time of the incident this outstanding amount will be deducted from the claim settlement.

After settling a claim where your vehicle has been declared a total loss, that vehicle including any unexpired registration or CTP, unless otherwise required by law, becomes ours and we are entitled to receive the proceeds from any salvage of the vehicle.

PARTIAL LOSS

Where your vehicle is a partial loss, we will, following collaboration with you, decide to:

- repair the damage;
- replace the damaged parts of your vehicle; or
- pay you what it would cost us to repair the damaged parts of your vehicle.

If we determine that your vehicle can be repaired, we will allow you to obtain a quote from a repairer of your choice.

When we authorise repairs, following collaboration with you, we will:

- authorise your vehicle to be repaired to a similar standard and condition as it was prior to the damage which is the subject of the claim. This authorisation will remain valid for 180 days from the date of original repair authorisation;
- authorise the use of new and used parts which are genuine or non-genuine and are consistent with the age and condition of your vehicle;
- replace damaged glass with glass which meets Australian design rules but may not be made by the original manufacturer;
- pay you the market value in respect of parts which we cannot obtain and or are obsolete;
- guarantee the quality of workmanship of the repairs we have authorised whilst you own the vehicle.

We are not responsible for any consequential costs or losses arising from any delay in obtaining/delivery of parts. If a part is not available within Australia we will pay the surface freight cost from a source of our choosing.

You may have to contribute towards:

- the cost of repairs or replacement where your vehicle was in poor condition at the time the loss occurred. Poor condition includes unrepaired prior damage, corrosion, wear and tear or other deterioration; or
- the cost of repair or replacement of tyres, engines and other perishable items based on the useful remaining life of the damaged part/item.

SECTION 2 – THIRD PARTY PROPERTY DAMAGE

We will cover your legal liability to pay compensation for accidental loss or damage to someone else's property arising out of an accident during the period of insurance where:

- you or and authorised driver are at fault; and
- the legal liability arises out of the use of your vehicle.

Cover for legal liability for property damage extends to include:

- actions of any non fare paying passenger travelling in your vehicle while getting into or out of your vehicle;
- damage caused by goods being carried on or falling from your vehicle.

We will not cover:

- any loss or damage caused by your unregistered vehicle however this exclusion will not apply if Your Vehicle being unregistered has not contributed to the claim;
- any claim arising from your vehicle, including any plant/equipment attached to your vehicle, being operated as a tool of trade, other than being driven on a public road;
- any goods, animals, or personal effects being transported within your vehicle;
- legal costs to defend criminal acts or fines for breaches of road traffic statutes;
- damage to property belonging to, or in the custody of; you or any relative or friend of yours ordinarily residing with you or with whom you ordinarily reside, your employees, the hirer or authorised driver including any relative, friend or associate of the hirer or authorised driver;
- any penalties, fines, punitive, exemplary or aggravated damages for which you are liable;
- your liability under any contract, or if you have agreed to, or accepted liability without our prior agreement unless you would have been liable irrespective of the terms of that contract.

The most we will pay for legal liability arising directly or indirectly from the original accident is the limit of liability shown on your insurance certificate.

ADDITIONAL BENEFITS

If we agree to pay a claim under section 2 – Third Party Property Damage, we will also provide the following extra covers.

Supplementary bodily injury

We will cover you, for your legal liability to pay compensation for death or bodily injury caused by and arising from the use of your vehicle, if your vehicle is registered for use on a public road within Australia when the liability is incurred.

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

- you or any person driving or in charge of your vehicle;
- an employee;
- a member of your family.

We also do not provide cover:

- if your vehicle is not registered however this exclusion will not apply if Your Vehicle being unregistered has not contributed to the claim;
- if you or any person driving or in charge of your vehicle:
  - is wholly or partly covered under any statutory or compulsory insurance policy or compensation scheme or fund; or
  - would have been entitled to be covered under such scheme or fund if it were not for the application of any excess.
- if you would not have been entitled to claim under any statutory or compulsory insurance policy or compensation scheme or fund because you failed to:
  - register your vehicle;
  - insure your vehicle;
  - comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund.

We will pay legal costs and expenses to defend any proceedings arising from accidental loss or damage covered by the policy provided that we have approved the costs and expenses. The most we will pay for legal liability arising directly or indirectly from the original accident is the limit of liability shown on your insurance certificate for Third Party Property Damage. This amount includes any legal costs incurred with our consent or for which you have a legal liability.

HOW WE SETTLE A CLAIM UNDER SECTION 2

If we agree to settle a claim for legal liability, we will pay:

- compensation;
- legal costs and expenses if we have given our prior consent to you incurring these costs;
- costs and charges reasonably and necessarily incurred by you in removing or cleaning up debris, unless stated otherwise;
- costs and charges reasonably and necessarily incurred to extinguish a fire your vehicle has caused.

If we agree to pay a claim for legal liability, the most we will pay for all claims arising directly or indirectly from any one event is shown on your insurance certificate.

GENERAL EXCLUSIONS - APPLICABLE TO ALL SECTIONS

You are not covered:

- for an event occurring when your vehicle is being driven by you or any person who:
  - is not licensed to drive your vehicle or is not complying with the conditions of their licence whilst doing so;
  - is under the influence of any drug or intoxicating alcohol or whose blood alcohol level exceeded the percentage permitted by law in the State or Territory where the accident occurred; or
  - who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police.

Your claim for section 1 only, will not be refused if you can satisfy us that you had no reason to suspect that the driver was not licensed or that their judgment was impaired or affected by alcohol or any drug. If we pay a claim, we can recover all claim costs from the person who was driving or was in charge of your vehicle.

If your vehicle is being used:

- to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
- to carry passengers for hire, fare or reward except under a private pooling arrangement, or where we have specifically endorsed your policy to include such activities;
- in an unsafe or un-roadworthy condition;
- to carry a number of passengers or tow a load greater than that for which your vehicle was constructed;
- in any opencast or underground mining activity; or
- on the tarmac or airside at any airport.

Your claim for section 1 only, will not be refused if you can satisfy us that the incident was not caused by the unsafe or un-roadworthy condition of your vehicle, the carriage of the additional passengers, or load in excess of your vehicle's design specifications or if you can satisfy us that you had no reason to suspect that the driver would take the vehicle into any opencast or underground mining activity or on tarmac or airside at any airport. If we pay a claim, we can recover all claims costs from the person who was driving or was in charge of your vehicle.

- for use of your vehicle in any motor sport or time trial or while being tested in preparation for any motor sport or time trial;
- for use of your vehicle in connection with the motor trade for experiments, tests, trials or demonstration purposes;

Your claim for section 1 only, will not be refused if you can satisfy us that you had no reason to suspect that the driver would use the vehicle for any motor sport or time trial or while being tested in preparation for any motor sport or time trial or in connection with motor trades experiments, tests, trials or demonstration purposes. If we pay a claim, we can recover all claims costs from the person who was driving or was in charge of your vehicle.

- for any claim and/or liability in connection with, or directly or indirectly caused by, or directly or indirectly arising from asbestos, asbestos products or asbestos contained in any products;
- for any claim and/or liability arising from:
  - your vehicle being operated as a tool of trade, including any plant/equipment attached to your vehicle, other than when being driven on a public road;
  - loss of use, reduction in value, depreciation, wear and tear, rust or corrosion;
  - mechanical, electrical or computer breakdowns, failures or breakages;
  - loss or damage as a result of the lawful seizure of your vehicle;
  - repairs carried out to your vehicle with your consent but without our consent;
  - the cost to repair old damage, faulty workmanship or incomplete repairs that were in existence prior to the incident which resulted in a claim for loss or damage under this policy;
  - damage to tyres by braking or by punctures, cuts or bursts;
  - loss or damage to your vehicle if it is not locked when not on hire and on your premises or in the immediate vicinity of your premises;

- loss or damage to your vehicle if it is not locked and stored in a secure manner such as locked garage, fenced and locked car park or other secure manner and secure locations outside of your normal business premises;
- additional loss or damage to your vehicle after an accident, theft or breakdown unless you have taken reasonable steps to protect or safeguard it;

Your claim for section 1 only, will not be refused if you can satisfy us that you had no reason to suspect that the driver would use the vehicle as a tool of trade, including and plant/equipment attached to your vehicle.

- any claim if untruthful statements are made by you or by a third party in connection with a claim where you knew or should have known them to be untrue; or
- loss or damage when your vehicle is being driven by any persons outside of the age limitations noted on your insurance certificate or who is not authorised to drive under the law in force in place in which your vehicle is being drive. This exclusion will not apply if:
  - > that person is your employee or is defined to be a corporate account customer who you have a structured master agreement in place; or
  - > we have provided the hirer with prior written authorisation for drivers who are not your employees or corporate account customers.

- your claim for section 1 only, will not be refused if you can satisfy us that you had not reason to suspect that the driver was not authorized to drive under the law in force in the place in which your vehicle was being driven, If we pay a claim we can recover all claims costs from the person who was driving or was in charge of your vehicle.
- We will not pay for any claim for accidental loss, damage or legal liability where:
  - the hirer or authorised driver has not complied with the terms of the hire/rental/subscription agreement that they have signed. This exclusion will not apply to you;
  - a deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused by or involving you or any person who is acting with your express or implied consent;
  - war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or by contamination or pollution by chemical, biological or nuclear agents;
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, the combustion of nuclear fuel (including any self proclaimed process of nuclear fission) or nuclear weapons material.
- for any damage to property, legal liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:
  - any act of terrorism regardless of any cause or event contributing concurrently or in any other sequence to the damage to property, legal liability, loss, damage, cost or expense; or
  - any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- for any claim for accidental loss, damage or legal liability arising from:
  - a deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused by or involving you or any person who is acting with your express or implied consent.

MAKING A CLAIM

If an event occurs that is likely to result in a claim, you must follow the steps in this section. This will assist us to assess your claim quickly.

First you must:

- take all reasonable precautions to prevent any further loss, damage or liability;
- depending on the laws of the State or Territory in which the accident occurs:
  - contact the police if any person was injured as a result of the accident;
  - request the police to attend the scene of the accident;
  - go to the local police station to complete a 'Self Reporting Collision Form' if the police inform you that it is not necessary for them to attend the scene of the Accident.

You must:

- contact the police immediately if your vehicle is stolen or maliciously damaged;
- contact us as soon as possible and provide detailed advice of any loss or damage that has occurred; and
- advise us immediately of any notice of impending prosecution, inquest or official enquiry.

You must never, without our consent:

- admit guilt, fault or liability (except to the police);
- offer or negotiate to pay a claim;
- approve any repairs or arrange replacements (other than emergency repairs necessary to minimise or prevent further loss or damage),
- accept any payment (including excess payments) from anyone unless we agree first.

When you make a claim you agree to:

- when requested by us, at your own expense, produce copies of all hire/rental agreements, conditions of hire and any other documents relating to the claim that are in your possession or control;
- provide us with proof of ownership of any lost or damaged vehicle or property;
- help us manage the claim, which may include us inspecting your vehicle or asking you questions, or you providing written statements to us under oath;
- allow us to take possession of damaged property (including the associated unexpired registration and CTP in the event of a total loss) that is the subject of a claim;
- help us as we work to negotiate, defend or settle any claim made under this insurance and to exercise for our benefit your legal right of recovery against any other party;
- tell us about any other insurance that may be relevant to the claim;
- supply a police report number for any incident that involves theft or malicious damage;
- pay any excess(es) that applies to this policy in full prior to settlement of that claim. We have no liability to you under this policy until you have paid the applicable excess or excesses. If the excess has been requested but remains unpaid, we may:
  - refuse to settle the claim until full payment of the excess has been received; or
  - deduct the excess from any settlement amount we may pay.

GENERAL CONDITIONS

Conditions of hire

Cover under this policy is subject to the conditions of hire shown on your insurance certificate.

Conduct of your business

You are required to observe and maintain the:

- procedures and methods of conducting your business in the manner that you have disclosed to us at the inception of the policy and each renewal thereafter in relation to the preservation of your vehicles;
- minimum conditions of hire and methods of business practice that you advised to us at the inception of your policy and each renewal thereafter that we accepted and you were required to implement as a pre requisite to our offer to effect cover under this policy and that may also be contained in the future terms or conditions endorsed or attached to this policy.

You may change your procedures and methods if you have advised us and received our written approval before making the changes.

Our rights

The terms of this policy are binding on all parties and we will not give up any of our rights unless we have given our written approval to any changes.

Employees use

The cover provided by this insurance is extended to include the use of your vehicles by your employees and are not subject to the age limitations on your insurance certificate unless we have prescribed a special condition relating to a particular circumstance or employee.

WHAT OUR WORDS MEAN

accident

a mishap involving your vehicle that is unintentional and unexpected and arises from a single event.

authorised driver

the hirer and any additional driver who has been listed on the hire / rental/subscription agreement agreed to by you and signed by the hirer and additional driver.

consequential loss

Loss of use, loss of earning capacity and any other consequential loss of any kind incurred as a result of you not being able to use your vehicle.

damage or damaged

sudden or unforeseen physical damage or destruction.

dangerous goods

includes smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids or gasses, waste materials, or other irritants and other contaminants or pollutants.

emergency repairs

minor repairs which are essential for you to be able to drive your vehicle safely from an accident or event.

event or events

one incident or all incidents of a series consequent on, or attributed to, one source or original cause.

excess

the amounts you must pay for each vehicle when a claim made under your policy. The types of excesses and amounts payable are detailed on your insurance certificate. Excesses are cumulative.

hazardous goods

- substances which are detailed in the Australian Code for the Transport of Dangerous Goods by Road or Rail;
- infectious explosive radioactive or oxidising substances; or
- substances with a flashpoint of below twenty two point seven degrees Celsius (22.7 degrees Celsius).

insurance certificate

is the latest insurance certificate we send you. It includes details of the cover we are providing and the excess(es) that will apply to claims together with any special terms that we may have imposed.

limit of liability

the amount shown on the insurance certificate and is the maximum amount we will pay for your liability from one accident or series of accidents that arise from the one cause.

loss or losses

sudden and unforeseen physical damage.

market value

the amount we calculate the market would pay for your vehicle. It takes into account the age, make, model, and condition of your vehicle immediately before the loss or damage.

mining activity

means the use of a vehicle within the operational area of a mine site where a vehicle and/or driver is required to be inducted to that specific mine, for that vehicle to be allowed to be driven, operated or parked in that area. This definition does not include the general car park area or outside the operational mine site boundary.

partial loss

when we decide to repair your vehicle, replace any part of it or reimburse you for the loss or damage to it. In this case, we will not treat your vehicle as a total loss.

period of insurance

the period during which this policy is current. The period of insurance is stated on your insurance certificate. If this insurance policy is cancelled, the period of insurance terminates when the cancellation becomes effective.

policy

your insurance contract. It consists of this PDS, any supplementary PDS we may give you, any endorsements and your insurance certificate.

sum insured

means the amount(s) specified on your insurance certificate for the specific item being insured, which will be the maximum amount We will pay, subject to the application of any Excess(es).

total loss

when your vehicle is:

- stolen and not recovered within 14 days; or
- when the damage sustained to your vehicle in our opinion renders it uneconomical to repair when compared to the insured value shown on your insurance certificate.

vehicle(s)

the registered vehicle(s) specified on your insurance certificate, that complies with all applicable laws and regulations for registration in the state where it is registered and includes:

- standard tools, modifications and accessories as supplied by the manufacturer;
- fitted or non-standard accessories, modifications and extras which you have told us about and we have accepted and listed on your current insurance certificate.

we, us or **our**

Insuret Pty Ltd an authorised representative of the insurer of this policy, The Hollard Insurance Company Pty Ltd.

you or your

the person(s) or organisation shown in the insurance certificate as the insured. It also includes employees who are authorised to drive the vehicle.

CONTACTING US

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