

# **COMMERCIAL MOTOR INSURANCE**

COMBINED POLICY WORDING,
PRODUCT DISCLOSURE STATEMENT (PDS)
AND FINANCIAL SERVICES GUIDE (FSG)

Effective Date: 1st August 2023

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#### INTRODUCTION

# **About this Product Disclosure Statement**

This Product Disclosure Statement (PDS) is an important document You should read it carefully before making a decision to purchase this product.

This PDS will help you to:

- decide whether this product will meet your needs; and
- compare this product with other products you may be considering.

The information contained in this Introduction section and the Important Information section is general information only. It is important you read the policy wording to ensure you have the cover you need.

Any terms in this PDS that are in **bold** are words that have a particular defined meaning. You should refer to the 'Definitions' section of this document to obtain the full meaning of such terms.

Headings have been included for ease of reference, but do not form part of the policy.

This PDS is made up of:

- this Introduction section;
- the Important Information section (beginning on page 5); and
- · the policy wording (beginning with the section 'what you are covered for' on page 9) - terms and conditions of the cover provided.

This Combined Policy Wording and PDS was prepared on 7 July 2023.

#### 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 your intermediary or by contacting us using our contact details on the back page of this PDS.

Please note that we may also choose to issue a new or supplementary PDS in other circumstances.

#### **About Blue Zebra**

Blue Zebra Insurance Pty Ltd (BZI, we, us or our) ABN 12 622 465 838, Australian Financial Services (AFS) Licence Number 504130, is an insurance underwriting agency and holds an AFS Licence to issue and provide general advice on general insurance products. From 1st January 2022 BZI is also authorised to provide claims handling and settling services.

BZI issues and administers the policy BZI acts under a binding authority for the insurer and not you.

**About Youi** 

The insurer is Youi Pty Ltd (Youi), ABN 79 123 074 733, AFS Licence Number 316 511.

Youi Pty Ltd is an Australian registered company and is a wholly owned subsidiary of Youi Holdings Pty Ltd, a subsidiary of OUTsurance International Holdings Pty Limited, part of the OUTsurance Group.

Youi is a registered general insurance company and is regulated by the Australian Prudential Regulation Authority (APRA) and Australian Securities and Investment Commission (ASIC), a member of the Insurance Council of Australia (ICA) and a signatory to the General Insurance Code of Practice.

Youi's contact details are:

Phone: 13 YOUI (9684)

+61 7 3719 4800

Email: info@youi.com.au

Mail: PO Box 849, Buddina, QLD 4575

# Financial claims schemes

The insurer of this policy, Youi, is an insurance company authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia As such, they 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 at www.fcs.gov.au

# How to apply for this policy

Throughout this document when we are referring to your insurance broker or adviser, we simply refer to them as your intermediary.

If **you** are interested in buying this product or have any inquiries about it, you should contact your intermediary who should be able to provide you with all the information and assistance you require.

If you are not satisfied with the information provided by your intermediary, you can contact us at the address or telephone number shown on the back cover of this document However, we are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for your personal objectives, needs or financial situation. Therefore, you should carefully read this document before deciding whether to purchase this product or not.



# Our contract with you

You must pay us or your intermediary the agreed premium by the date due, to ensure there is cover under this policy. If we accept a claim under this policy, you will always need to pay us the premium due. Your policy is a contract of insurance between you and the insurer.

Your policy is made up of:

- The policy wording beginning with the 'What you are covered for' section on page 9. It tells you what is covered, sets out the claims procedures, exclusions and other terms and conditions of cover;
- your policy schedule provided by us for the relevant period of
  insurance. The policy schedule is a separate document unique to
  you, which shows the insurance details relevant to you. It includes
  any agreed changes, exclusions, terms and conditions made to
  suit your individual circumstances; 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 and policy wording for any offer of renewal **we** may make, unless **we** tell **you** otherwise. Please keep **your** documents in a safe place.

Unless stated otherwise in the **policy**, if there is more than one insured on the **policy**, then anything which any of the insureds says, does or omits to advise to **us**, applies to and affects the rights of all of the insureds under this **policy** or any claim made under it. **We** only need a request from one insured to change or cancel **your policy**, or to tell **us** where an approved claim payment should be paid.

# Confirmation of transactions

If you need to clarify any of the information contained in this PDS, wish to confirm a transaction or you have any other queries regarding your policy or your claim, your first point of contact is your intermediary. However, if you would like to contact us directly, please use the contact details on the back cover.



# IMPORTANT INFORMATION

# **General Insurance Code of Practice**

The insurer is a signatory to the General Insurance Code of Practice ('code') and BZI also proudly supports the code.

The code, which is written in plain English, sets out the standards that general insurers must meet when providing services to their customers, such as being open, fair and honest.

It also sets out timeframes for insurers to respond to claims, complaints and requests for information from customers.

The code covers many aspects of a customer's relationship with their insurer, from buying insurance to making a claim, to providing options to those experiencing financial hardship, to the process for those who wish to make a complaint.

A copy of the General Insurance Code of Practice can be found at www.codeofpractice.com.au

# Motor Vehicle Insurance and Repair Industry Code of Conduct

The insurer is a signatory to the Motor Vehicle Insurance and Repair Industry Code of Conduct ('code of conduct') and BZI also proudly supports the code of conduct.

The code of conduct is intended to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies based on mutual respect and open communication.

#### **Complaints**

If you have a complaint about this product or about a service you have received from us, please contact your intermediary to initiate the complaint with us. If you are unable to contact your intermediary, you can contact us directly on 1300 171 531 or via compliance manager@bzi.com.au

We will respond to your complaint within 10 business 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. We will provide you with the outcome of the dispute resolution process within 30 calendar days after receiving the complaint.

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 Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to you, for matters falling within AFCA's rules.

Their contact details are:

Website: afca.org.au Email: info@afca.org.au Freecall: 1800 931 678

In writing to: The Australian Financial Complaints Authority,

GPO Box 3, Melbourne, Victoria 3001

# Cooling-off period

After you apply for (or renew) a BZI product and you have received the PDS, you have 30 days to check that the policy meets your needs. Within this time you may cancel the policy and receive a full refund of any premiums paid (less any non-refundable government charges, taxes and levies that **we** have paid and are not recoverable), unless:

- you have made a claim under your policy; or
- you have exercised any right or power you have in respect of your policy or the policy has ended.

Your request needs to be provided to us via your Intermediary.

You can cancel your policy at any time after the cooling-off period. Please refer to 'Cancellation' under the General Terms and Conditions section

# Goods and Services Tax (GST)

You must advise us of your correct input tax credit percentage (your entitlement to GST credits on your insurance premium), where you are GST registered as a business and have an Australian Business Number.

We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium.

The sum insured type values that you choose should exclude GST and all dollar amounts in this PDS are exclusive of GST unless stated otherwise.

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 the amount that we are liable to pay under this policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are unsure about the taxation implications of this policy, you should seek advice from your accountant or tax professional.



# How we determine your premium

The amount of your premium is determined by taking a number of different factors into account.

It is important for you to know that the premium varies depending on the information we receive from you about the risk to be covered by us. Based on our experience and expertise, we decide what factors increase our risk and how they should impact on the premium.

For this product the following are some of the factors that are taken into consideration when determining the appropriate premium:

- the nature of business use for your vehicle;
- the value of your vehicle, including any modifications, attachments or non-standard accessories that have been added to it and specified in your policy schedule;
- where the vehicle is parked overnight;
- the details of any disclosed drivers of your vehicle, including their age, driving experience and claims history;
- the level of cover **you** have chosen and whether **you** have chosen any optional covers or not;
- whether you choose to pay your premium annually or by instalments;
- the excess you have chosen.

Your intermediary can arrange for you to be provided with a quote for a premium. You will need to supply all your relevant details to your intermediary to enable us to calculate your premium.

Any fees we charge for roadside assistance under the 'Roadside Assistance' optional cover will be shown separately on your policy schedule and are not considered to be part of your premium.

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

Roadside assistance fees will include an amount for GST. These amounts will be set out separately on your policy schedule as part of the total amount due for the policy.

Also, minimum **premiums** may apply. Any discounts or entitlements may be subject to rounding and only apply to the extent any minimum premium is not reached.

BZI may also add an agency fee to the **premium** that is charged, and this will be shown on your policy schedule. The agency fee will only be refunded when the policy is cancelled within the cooling-off period (see page 5) or where the cancellation is effective from the start date of the period of insurance.

# Your duty of disclosure

Before you enter into this contract of insurance, you have a duty 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

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

#### How to pay your premium

There are three ways that you can pay your premium:

- an annual payment to your intermediary;
- if provided, an annual payment directly to BZI from your credit card or from your bank account which can be arranged by you or your intermediary; or
- if provided, in monthly instalments by automatic deduction from your credit card or from your bank account which can be arranged by you or your intermediary.

You must pay your premium in the manner set out on your policy schedule.

#### How to pay your premium via your intermediary

If you are paying your annual premium via your intermediary, you must pay them by the due date shown on your policy schedule. If your premium is unpaid after the due date we may be entitled to reduce or refuse to pay a claim or cancel this policy.



#### How to pay your annual premium directly to BZI

If you are paying your annual premium directly to BZI, we will deduct your annual premium from your nominated bank account or credit card within three business days after the day the details of the credit card or bank account have been provided to us.

If an attempt to deduct your annual premium is dishonoured for any reason, we will notify you and/or your intermediary and provide details on:

- any actions required by you; and
- when we will next attempt to deduct the annual premium.

After three unsuccessful attempts to deduct the annual premium, we may cancel this policy. We will send a notice to you and/or your intermediary with details of the action we intend to take and when the cancellation will become effective.

#### How to pay your instalment premium

We will deduct your instalment premium each month from your nominated bank account or credit card on the day of the month shown on your policy schedule as your payment date.

Where a bank account is provided for payment, any payments falling on a weekend or public holiday will be deducted on the next business day. Where a credit card or debit card is provided, any payments falling on a weekend will be deducted on the following weekday, even if that weekday falls on a public holiday.

When you renew your policy, we will continue to deduct your instalment premiums for your renewed policy on the same day of the month, unless you tell us otherwise.

Further details of your instalments are shown on your policy schedule.

If any instalment premium is dishonoured for any reason, we will notify you and/or your intermediary and provide details on:

- any actions required by you; and
- when we will next attempt to deduct that instalment premium.

After three unsuccessful attempts to deduct a given instalment premium, we may cancel this policy. We will send a notice to you and/or your intermediary with details of the action we intend to take and the date of cancellation.

In the event that you fail to make any of your instalment premium payments when they are due, you may be responsible for any administration or dishonour fees which may be charged by your financial institution.

We are entitled to deduct any unpaid premium instalments from any amount we pay under a total loss claim.

We may not pay a claim under this policy if, at the time the claim occurred, any instalment of premium has remained unpaid for 14 days or more.

You must tell us if your nominated bank account or credit card details change. To ensure your cover is not affected, you must do this no later than 7 days before your next instalment is due.

If your policy has been included as part of a 'package' of BZI policies then the instalment premiums for all policies on that package will be combined and one instalment will be collected on each instalment date. The details of the combined instalment schedule for the package will be shown on your package schedule which your intermediary should provide to you.

If an instalment for a package is dishonoured for any reason then the approach detailed above will apply to all policies in that package. In particular, after three unsuccessful attempts to deduct a given instalment premium for a package, we may cancel all policies in the package. We will send a notice to you and/or your intermediary with details of the action we intend to take and the date of cancellation.

#### Renewal

At least 14 days before the **policy** expires we will provide you with a notice, offering our renewal terms, or explaining the reason for not renewing your policy. If we offer to renew your policy, you are not obliged to renew the policy with us. We encourage you to review the new sum insured type amounts and coverages to make sure they continue to meet your needs.

If your nominated method of paying your premium is by direct debit, and you decide to renew this policy, then we will continue to debit your nominated bank account or credit card for the remainder of the period of insurance. If you pay your premium annually, you must pay the full amount by the due date shown on your renewal invitation in order for cover to continue into the renewed period of insurance.

This PDS (together with any amendments, updates or endorsements that we give you in writing) also applies for any offer of renewal we make, unless we tell you otherwise or provide you with a new updated PDS.

Your cooling-off period applies on each renewal. See 'Cooling-off period' for details.

Each renewal is a separate contract and not an extension of the prior contract.



#### Privacy

#### How BZI manages your personal information

BZI complies with Australian privacy law, including the Privacy Act 1988 (Cth).

#### How we collect your details

We usually collect personal or sensitive information, about you ('your details') directly from you or your intermediary. We may also collect it from other third parties such as our agents and service providers, other insurers and insurance reference bureaus, people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners, third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Before giving **us** personal information about another person, please make them aware of this privacy notice or refer that person to **our** privacy policy which is referred to below.

#### Why we collect, use and disclose your details

We collect, disclose and handle information, and in some cases personal or sensitive 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 provide you with our services or do those things listed above. By providing us, our representatives or your intermediary with your details, you consent to us using, disclosing to third parties and collecting from third parties your details for the purposes.

Laws authorising or requiring **us** to collect information include the *Insurance Contracts Act 1984, 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.

# Who we may disclose your details to (including overseas disclosure)

We may disclose your details for the purposes noted above to relevant third parties including your intermediary, affiliates of BZI, Youi, other insurers and reinsurers, our service providers, our business partners, health practitioners, your employer, parties affected by claims, people investigating or assisting us in claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

BZI's privacy policy, available at <a href="www.bzi.com.au">www.bzi.com.au</a>, provides further information and lists service providers, business partners and countries in which recipients of <a href="your">your</a> details are likely to be located. It also sets out how <a href="weel">weel</a> handle privacy complaints and how <a href="you can">you</a> can access or correct <a href="your details">your details</a> or make a complaint.

# How Youi manages your personal information

Your privacy and the security of your personal information is

extremely important to Youi. Youi is committed to protecting the privacy of **your** personal information and handling it in a responsible manner in accordance with Australian privacy law, including the Privacy Act 1988 (Cth).

Youi collects personal information when **you** deal with them, their agents and other companies in their business group, as well as suppliers that act on Youi's behalf. Youi uses **your** personal information so that it can do business with **you**. That includes issuing and administering Youi's products and services and claims.

Youi may send **your** personal information overseas. The locations they send it to can vary but include New Zealand and South Africa. For more detail about how Youi handles **your** personal information, read Youi's Privacy Policy at youi.com.au or call Youi on 13 YOUI (9684) for a free copy. It's up to **you** whether **you** provide **your** personal information to Youi, but if **you** don't Youi might not be able to do business with **you**, and that could include paying a claim.



# WHAT YOU ARE COVERED FOR

When you purchase this policy and pay or agree to pay us the premium for it, then this section details what this policy covers, which is dependent on the level of cover chosen as shown on your policy schedule. The cover that is provided under this policy should be read together with the 'General terms and conditions' section and the 'General exclusions' section.

#### Comprehensive cover

If your policy schedule shows that you have selected 'Comprehensive' cover then, subject to the terms, conditions, limits and exclusions of the policy, this policy covers during the period of insurance the following:

- Section One: loss or damage to or theft of your vehicle, and
- Section Two: legal liability.

# Third Party Fire and Theft cover

If your policy schedule shows that you have selected 'Third Party Fire and Theft' cover then, subject to the terms, conditions, limits and exclusions of the policy, this policy covers during the period of insurance the following:

- Section One: loss or damage to or theft of your vehicle, but cover is limited to loss or damage caused by fire, explosion, lightning or theft; and
- Section Two: legal liability.

# Third Party Only cover

If your policy schedule shows that you have selected 'Third Party Only' cover then, subject to the terms, conditions, limits and exclusions of the policy, this policy covers during the period of insurance the following:

Section Two: legal liability only.

For a summary of benefits available to choose under this **policy**, please see the 'Benefits summary' section.

Depending on the level of cover you choose, we also provide a range of 'additional benefits' and you may also be able to add some 'optional covers'.

#### Significant issues to consider

This policy contains policy exclusions, policy terms and conditions and policy limits and sub-limits that you should be aware of when deciding to purchase our product.

You should read the PDS and the rest of your policy carefully to make yourself aware of all the terms and conditions that apply to the various covers detailed within it. If you or someone else covered by this policy does not meet them, we may need to decline or reduce the claim payment or cancel your policy.

# Make sure you have the cover you need

Please ask your insurance intermediary if you are unsure about any aspect of this **policy** and discuss the appropriate cover for **your** needs.

You should also advise your intermediary to notify us as soon as possible when your circumstances change which are relevant to your

If you do not tell your intermediary of these changes, in the event of your vehicle suffers loss or damage, your sum insured type may not be adequate to cover a future claimed loss, or you may not have any cover under your policy.

# About the value of your vehicle

Under this policy we may insure your vehicle for an agreed value, a sum insured or for its market value. Your policy schedule will show whether your vehicle is insured for an agreed value, a sum insured or for market value. Unless otherwise stated the value of your vehicle in this **policy** will exclude GST (Please see the 'Goods and Services Tax' section on page 5 for more details on how we will treat GST in the event of a claim).

#### Agreed value

When your vehicle is insured for agreed value, the agreed value will

- the insured amount shown on your policy schedule, and
- the value of any modifications, attachments or non-standard accessories added to your vehicle and shown on your policy schedule.

#### Market value

When your vehicle is insured for market value, if there is a claim on your vehicle, we will assess its market value as at the time of the incident giving rise to the claim, by considering:

- the condition of your vehicle and its age;
- any modifications, attachments, or non-standard accessories added to your vehicle that have been specified on your policy schedule (see below for more details);
- local market prices for vehicles similar to your vehicle; and
- motor vehicle valuation guides that are commonly used by the motor industry in Australia.



# Sum Insured

When **your vehicle** is insured for **sum insured**, the **sum insured** will be:

- · the insured amount shown on your policy schedule, and
- the value of any modifications, attachments, or non-standard accessories added to your vehicle and shown on your policy schedule.

Payment will be made on the **sum insured** or the **market value**, whichever is the lesser.

#### Modifications, attachments and Non-standard accessories

All accessories and **modifications** on **your vehicle** that are fitted as standard features or equipment by the manufacturer are automatically included in the **sum insured**, **market value** or **agreed value**.

If your vehicle has modifications, attachments, or non-standard accessories added to it (including those fitted by the manufacturer or dealer) then they may be automatically covered under the additional benefit 'Unspecified modifications, attachments, or non-standard accessories', however this cover is limited to:

- modifications, attachments or non-standard accessories that do not enhance the performance of the vehicle, for example excluding any that:
  - increase the **vehicle**'s power output or maximum speed;
  - improve the performance of the vehicle's steering and/or brakes;
  - lower the vehicle's suspension; or is designed for the purposes of racing,

up to a limit of \$5,000 or 25% of the **vehicle**'s value (**agreed value**, **sum insured** or **market value**, whichever applies to **your policy**), whichever is the lesser.

For cover in addition to the automatic cover under the additional benefit, any **modifications**, **attachments**, or **non-standard accessories** must be notified to **us** and **we** must agree to insure them under this **policy**, in which case:

- they will be shown on your policy schedule, including the value that they have been insured for which is the most we will pay for that item in any one claim; and
- we may charge an additional premium or impose a policy condition; and
- all performance-enhancing modifications must be notified to us so we can determine as to whether we will agree to insure the vehicle including those modifications under this policy.

If we cannot insure it, we may need to cancel your policy.



# SECTION ONE: LOSS OR DAMAGE TO AND THEFT OF YOUR VEHICLE



# What you are covered for

#### Comprehensive cover

If your policy schedule shows that you have selected 'Comprehensive' cover, then subject to its terms, this policy covers loss or damage to your vehicle that occurs during the period of insurance, including:

- fire, explosion or lightning;
- theft or attempted theft;
- collision:
- impact;
- malicious damage or vandalism; and
- storm, flood or hail.

#### Third Party Fire and Theft cover

If your policy schedule shows that you have selected 'Third Party, Fire and Theft' cover, then subject to its terms, this policy covers loss or damage to your vehicle that occurs during the period of insurance but only where it is a direct result of one of the following:

- fire, explosion or lightning; or
- theft or attempted theft.

#### Third Party Only cover

Please note that no cover is provided under Section One: **Loss or damage** to or theft of **your vehicle** if **your policy schedule** shows that **you** have selected **Third Party** Only cover.

# The most we will cover

If this **policy** covers more than one **vehicle**, the maximum amount **we** will pay for the total of all claims arising from one **event** under Section One is \$15,000,000 unless stated otherwise in **your policy schedule**. This includes any amounts paid for under the additional benefits section.

# If your vehicle is not a total loss

If your vehicle is not a total loss, and it is safe to repair, then we will:

- · repair your vehicle, or any part of it;
- replace any part of your vehicle; or
- pay you the reasonable costs of repairing or replacing your vehicle, or any part of it.

Sometimes, despite your vehicle not being a total loss, we won't be able to repair it, for example:

- if parts are needed for the repair and they are not reasonably available;
- if we're concerned about the pre-incident condition of your vehicle; or
- if we're concerned about the timing or conduct of the repair.

If that is the case, then the most we will pay is the lesser of:

- an amount equal to the reasonable cost of repair that you could access after a fair and diligent search of the repairer marketplace within a
  reasonable geographical area from where you live; or
- the value of your vehicle, being:



- the market value of your vehicle if your policy schedule shows that your vehicle is insured for market value, or
- the agreed value of your vehicle if your policy schedule shows that your vehicle is insured for agreed value, or
- the sum insured or the market value of your vehicle, whichever is the lesser, if your policy schedule shows that your vehicle is insured for sum insured.

We may require your vehicle to be moved to allow for a comparative repair quote that we request.

#### If your vehicle is a total loss

If **your vehicle** is a total loss and someone else has a financial interest in it, then **we** will pay them to the extent of their interest first, and pay **you** any remainder, less any **excess** that applies.

The most we will pay if your vehicle is a total loss is:

- the market value of your vehicle if your policy schedule shows that your vehicle is insured for market value, or
- the agreed value of your vehicle if your policy schedule shows that your vehicle is insured for agreed value, or
- the sum insured or the market value of your vehicle, whichever is the lesser, if your policy schedule shows that your vehicle is insured for sum insured.

The settlement amount for the claim will be reduced by the following (where applicable):

- any excess that applies to the claim;
- any unpaid premium for the period of insurance that the claim occurred;
- the unused portion of registration fees and compulsory third party Insurance, to the extent such reduction is permitted by law;
- the wrecked value of **your damaged vehicle**, only if **we** agree **you** can keep it. The wreckage of **your vehicle** (including any **modifications, attachments** or **non-standard accessories**) will become **our** property. **We** will keep any proceeds from the sale of the wreckage.

The insurance cover on **your vehicle** will end at the time **we** declare **your vehicle** a **total loss**. **We** will not return the **premium** associated with the unexpired portion of the **period of insurance**, since **our** promise to **you** under **your policy** has been fulfilled.

#### What is not covered by Section One of this policy

See 'General Exclusions' to read more about section 54 of the Insurance Contracts Act (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), there is no cover under Section One of this **policy** for any **loss or damage** or **liability**, arising from or caused by or contributed to by any of the following:

# Consequential loss

Consequential loss of any kind, including any financial expenses incurred as a result of someone not being able to use your vehicle.

# Damage to tyres

**Damage** to tyres caused by the application of brakes or by road punctures, cuts or bursts, except as covered under the optional cover 'Roadside assistance' for Comprehensive cover if this has been added and is shown on **your policy schedule**.

#### **Depreciation**

Depreciation or wear and tear to your vehicle (or substitute vehicle) or any of its components.

## Mechanical breakdown or failure

Mechanical or electrical breakdown, failure or breakage to **your vehicle** (or **substitute vehicle**) or any of its components, except as covered under the optional cover 'Roadside assistance' for Comprehensive cover if this has been added and is shown on **your policy schedule**.

# Pre-existing damage

Pre- existing **damage**, or the costs of fixing faulty repairs which were done before the commencement of the **period of insurance** or as private repair work outside of this **policy**, whether by **you** or someone else.



# **SECTION TWO: LEGAL LIABILITY**



#### What You are covered for

You and any additional insureds are covered if any of you are legally liable to pay compensation for:

- damage to other people's property or liability arising from that damage; or
- death or bodily injury;

as a result of an accident that occurs in Australia during the period of insurance caused by the use of your vehicle, if it is:

- registered for use on a public road; or
- a towed vehicle for which registration is not required by law.

We will also cover **liability** arising from property **damage** if **your vehicle** is mobile machinery that is exempt from registration, being used on a public road or on public property and carrying a legal permit for such use.

#### The most we will cover

The most **we** will pay for the total of all claims arising from one **event** under Section Two of this **policy** will be shown on **your policy schedule** as the limit of indemnity, being:

- \$30,000,000; or
- \$1,000,000 if your vehicle is being used for the transport of dangerous goods and complies with the Dangerous Goods Code; or
- the amount specified in your policy schedule.

#### What You are not covered for

See 'General Exclusions' to read more about section 54 of the Insurance Contracts Act (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), there is no cover under Section Two of this **policy** for any **loss or damage** or **liability**, arising from or caused by or contributed to by any of the following:

#### Death or bodily injury

Any liability arising from death or bodily injury:

- to you, any member of your family or any person who usually lives with you; or
- in respect of which you or the person responsible would be entitled to be compensated by any statutory or compulsory insurance policy, compensation scheme or fund at the time such liability is incurred, had that policy's terms been complied with, including maintaining the active registration status of the vehicle; or
- · in respect of which insurance is required by virtue of any statutory workers' compensation scheme; or
- in respect of which you or the person responsible are wholly or partly covered in any way under any compulsory statutory insurance scheme or accident compensation scheme; or
- if your vehicle is registered in the Northern Territory of Australia.

# Fines or punitive damages

Any penalties, fines or punitive, exemplary, multiple or aggravated damages, which a court awards against **you** or another person otherwise covered under this **policy**.

#### Mobile crane

Any **liability** caused by operating **your vehicle** as a mobile crane to lift anything. This exclusion does not apply to loading or unloading goods onto or from **your vehicle**, by use of a crane mounted on the **vehicle**.



#### Property in care or control

**Damage** to any property owned by or in the care or control of a person covered under this **policy**. The following property is not subject to this exclusion:

- employees' or visitors' vehicles and their contents while in a carpark owned or operated by you; or
- any building that is both rented and occupied by you.

#### Territorial limits

Any claim bought in any country outside Australia, or in a court within Australia exercising the jurisdiction of a country other than Australia.

#### Tool of Trade

Any liability caused by any vehicle or Mobile Plant that is being used as a Tool of Trade other than allowed by Tool of Trade definition.

#### Trailer, caravan or vehicle under tow

Any **damage** to any **trailer**, caravan or disabled **vehicle** being towed by **your vehicle**, other than the limited cover given under Additional benefit 'Caravan and trailer cover'.

# Unregistered vehicles

- any liability of whatsoever nature if your vehicle is unregistered at the time of the accident giving rise to the claim. However, this exclusion will
  not apply to your vehicle if it is mobile plant that is unregistered, provided that you have complied with all statutory requirements and obtained
  necessary permits to use it on a public road or on public property;
- any liability of whatsoever nature if your vehicle is not registered or licensed in accordance with requirements of any State or Territory laws
  relating to the use of vehicles on public roads or public property.

#### Vibration / vehicle weight

Loss or damage to property that is caused by:

- · vibration; or
- the weight of your vehicle exceeding any lawful requirements or advisory signs.



# **BENEFITS SUMMARY**

Below is a summary of the coverage and benefits available under this policy. Please refer to the whole of this PDS, your policy schedule, and any written endorsement that makes up **your policy** for full details and applicable terms and conditions, limits and exclusions.

COVER	PAGE	COMPREHENSIVE COVER	THIRD PARTY FIRE AND THEFT COVER	THIRD PARTY ONLY COVER
Loss or damage or theft of your vehicle	11	Ø	×	×
Loss or damage or theft of your vehicle Limited to fire, explosion, lightning or theft	11	Ø	Ø	×
Third Party legal liability	13	<b></b> ✓	<b></b> ✓	<b>☑</b>
ADDITIONAL BENEFITS	PAGE	COMPREHENSIVE COVER	THIRD PARTY FIRE AND THEFT COVER	THIRD PARTY ONLY COVER
Accidental death benefit	17	Ø	×	×
Accidental misfuelling	17		×	×
Artwork and signwriting	17	V	×	×
Automatic additions and deletions	18	<b></b> ✓	×	×
Caravan and trailer cover up to \$2,000	18	Ø	☑ Limited to fire, explosion, lightning or theft	X
Chains, gates, ropes and tarpaulins	18	<b></b> ✓	×	×
Child seat or baby capsule	18	☑	☑ Limited to fire, explosion, lightning or theft	×
Completion of journey	19	<b></b> ✓	×	×
Contractual liability	19	V	V	<b>☑</b>
Damage caused by uninsured vehicles	19	×	Ø	<b>☑</b>
Disabled driver modifications	20	<b></b> ✓	×	×
Emergency repairs	20	$\overline{\checkmark}$	×	×
Emergency service costs	20	$\overline{\checkmark}$	×	×
Family travel expenses	21	Ø	×	×
Finance gap cover	21	Ø	×	×
Funeral expenses	21	Ø	×	×
Goods in transit	21	Ø	×	×
Hire vehicle following fire, theft or not-at-fault accident	22	Ø	☑ Limited to fire, explosion, lightning or theft	X
Hire vehicle insurance cover	22	Ø	×	×
Legal costs	23	Ø	$\square$	Ø
Loading and unloading	23	<b></b> ✓	☑	☑



Movement of other vehicles	23	V	<b>☑</b>	<b>☑</b>
New for old replacement following total loss	23	<b>☑</b>	×	×
Non owned vehicle liability	24	<b>☑</b>	<b>☑</b>	<b>☑</b>
Other party's interests	24	<b>☑</b>	×	×
Personal effects and tools	24	<b>☑</b>	×	×
Preferred repairer excess rebate	25	<b>☑</b>	×	×
Re-keying and re-coding	25	<b>☑</b>	×	×
Removal of debris	26	<b>☑</b>	×	×
Retrieval cost – no damage	26	<b>☑</b>	×	×
Returning your vehicle after repair	26			
Stamp duty for transfer of ownership	26	<b>☑</b>	×	×
Substitute vehicle – legal liability cover	27	✓	☑	☑
Towing and storage	27	☑	Limited to fire, explosion, lightning or theft	X
Towing disabled vehicles	27	V	<b>☑</b>	V
Trauma Counselling	28	V	×	×
Unspecified modifications, accessories or non- standard accessories	28	☑	×	×
Vehicle being transported by ship	28	☑	×	×
OPTIONAL BENEFITS	PAGE	COMPREHENSIVE COVER	THIRD PARTY FIRE AND THEFT COVER	THIRD PARTY ONLY COVER
Hire vehicle following at fault accident	29	Ø	×	×
Roadside assistance	30	☑	×	×
Windscreen excess waiver	30	V	×	×
			1	·



# ADDITIONAL BENEFITS

The following additional benefits may also be provided under this policy, subject to the level of cover you have chosen which will be shown on your policy schedule. Please refer to the table at the top of each additional benefit to determine whether it is provided under the level of cover you have chosen.

Unless stated otherwise in the sections below, these additional benefits will be paid in addition to any amount payable under the 'WHAT YOU ARE COVERED FOR' section.

#### Accidental death benefit



If the driver of your vehicle sustains a fatal injury as a result of an accident involving your vehicle, we will pay a death benefit of \$5,000 to the estate of the deceased driver.

The most we will pay in any one period of insurance is \$5,000.

# Accidental misfuelling



We provide automatic cover for the accidental and involuntary filling of the fuel tank with inappropriate fuel for the insured vehicle for the reasonable costs of:

- draining and flushing the fuel tank on site using a specialist roadside vehicle; or
- recovery of the vehicle, the drivers and any non-fare paying passengers to the nearest repairer to drain and flush the fuel tank; and
- replenishing the fuel tank with the correct fuel.

We will not pay under this additional benefit for:

- any claim resulting from foreign matter entering the fuel system, except for diesel or petroleum;
- mechanical or component damage to your vehicle, whether or not caused as a result of misfuelling or the cost of hiring a substitute vehicle in the event mechanical or component damage is suspected or sustained; or
- any defect arising directly or indirectly as a result of misfuelling, or a defect which existed before the incident of misfuelling. The most we will pay under this additional benefit is:
  - \$5,000 for any one claim; and
  - \$10,000 in total in any one period of insurance.

# Artwork and signwriting



We will pay the reasonable costs of reinstating any artwork, signwriting or fixed advertising material on your vehicle following loss or damage to your vehicle.



Automatic additions and deletions



We provide automatic cover for any additional vehicle purchased by you during the period of insurance, provided that:

- such **vehicle** is of a similar kind or nature to vehicles already covered under this **policy**;
- you notify us of any additional vehicle purchased by you or disposed of by you, within 30 days of its purchase or disposal; and
- you pay us any additional premium requested and agree to pay us any applicable excess if a claim is made against the policy.

The maximum we will pay in respect of loss or damage to any additional vehicle, is its market value, the amount you paid for it or \$150,000, whichever is less.

#### Caravan and trailer cover



We will pay for damage to any caravan or trailer that was attached to your vehicle at the time it was stolen or damaged.

We will not pay:

- if the caravan or trailer was not attached to your vehicle at the time the damage or theft occurred;
- for any contents, fixtures or equipment that is attached to, or being carried in or on the caravan or trailer.

The most we will pay under this additional benefit for any one claim is \$2,000 or the market value, whichever is the lesser.

#### Chains, gates, ropes and tarpaulins



We will pay the reasonable costs for the repair or replacement of any damage to chains, gates, ropes or tarpaulins which are attached to or within the vehicle at the time of the loss or damage or theft of your vehicle, up to maximum of \$5,000 any one event.

# Child seat or baby capsule



If you have a child's seat or baby capsule and:

- it is stolen from within your vehicle; or
- it is damaged in an accident or fire whilst within your vehicle;

then we will pay for the loss or damage or theft, up to a maximum amount of \$500 for any one claim.

#### Completion of journey



We will pay up to \$7,500 for any one claim for the reasonable and essential costs incurred of:

- hiring another **vehicle** of similar make and model to complete the journey; or
- returning your vehicle's driver and any non-fare paying passengers to the point of departure, or at your option transporting them to the driver's destination; and
- emergency accommodation for your driver and any non fare-paying passengers if the journey cannot be completed with the same day;

following loss or damage, if your vehicle cannot be safely driven or if your vehicle has been stolen. If you have incurred the costs and we are reimbursing you for them then we will need reasonable proof of the costs incurred (for example, a receipt for the taxi fare).

You may also be entitled to the reasonable costs associated with getting your vehicle returned to you - please refer to the additional benefits 'Returning your vehicle after repair' and 'Returning your stolen vehicle'.

#### Contractual liability



We will cover you or the driver of your vehicle for liability for third party property damage arising under any undertaking, or indemnity, given or contracted for by you provided that such liability would have attached under the policy in the absence of such an undertaking, or indemnity, or contract.

#### Damage caused by uninsured vehicles



If your policy schedule shows that you have selected Third Party Fire and Theft cover or Third Party Only cover, we will pay for loss or damage to your vehicle caused by, or arising from, a collision with another vehicle (other than vehicles owned by you or under your control) provided that:

- the other driver is identified by full name, address and their vehicle's registration number; and
  - had no insurance cover in respect of damage caused by the vehicle they were driving, or we cannot establish this through enquiries we make within a reasonable timeframe; and
  - we agree they were substantially responsible for the collision; and
- you agree that we can recover any amount paid by us to you from the other driver on your behalf; and
- you agree not to take separate action without our written consent.

The maximum amount we will pay under this additional benefit for any one event is \$10,000, including any costs associated with towing and storage of your vehicle if it is unable to be driven following the accident.

#### Disabled driver modifications



We will pay up to \$10,000, less any amount payable by any statutory accident compensation insurance or medical fund, for the reasonable costs incurred to modify your vehicle or your driver's own private vehicle, if your driver is permanently disabled as a result of an accident involving your

If you have incurred the costs and we are reimbursing you for them then we will need reasonable proof of the costs incurred (for example, a receipt for the taxi fare).

You may also be entitled to the reasonable costs associated with getting your vehicle returned to you - please refer to the additional benefits 'Returning your vehicle after repair' and 'Returning your stolen vehicle'.

#### Emergency repairs



#### If your vehicle:

- is involved in an accident;
- suffers malicious damage; or
- is stolen and subsequently recovered in a damaged condition;

then we will pay the reasonable costs for necessary emergency repairs to allow you to safely drive your vehicle or for it to be moved to a position of safety afterwards.

The most we will pay for any one claim is \$3,000 unless you have our approval before the emergency repairs are authorised or transportation arranged.

# Emergency service costs



Following an incident involving your vehicle we will pay up to \$20,000 for your or your vehicle's driver's liability for charges imposed on you or them by the following authorities:

- fire brigade;
- police; or
- federal, state, territory or local government emergency services.

#### Family travel expenses



If you or your vehicle's driver is injured and hospitalised whilst driving your vehicle and the event is covered by this policy, we will pay reasonable costs for travel, accommodation, meals and related expenses for you or your driver's family to visit the injured driver in hospital.

The maximum we will pay under this additional benefit is \$3,000 during any one period of insurance.

#### Finance gap cover



If we settle a claim for the total loss of your vehicle under this policy, we will pay the sum of the difference between:

- your vehicle's insured value; and
- the amount owed by you or the legal owner of the vehicle under a valid hire purchase, leasing or other agreement for the vehicle, when the insured value is less than the amount owed under that agreement.

The most we will pay is 25% of the market value or the sum insured or the agreed value, as specified for the vehicle in your policy schedule, whichever is the lesser.

The amount payable under this additional benefit will be reduced by any:

- payments and interest in arrears at the time of loss or damage; or
- administration fees, or discounts in respect of finance discharge, including interest for the unexpired term of the agreement.

#### Funeral expenses



We will pay up to \$25,000 for funeral, burial or cremation expenses in the event of the death of the driver of your vehicle:

- arising out of an accident indemnified by this policy involving your vehicle: and
- occurring within twelve (12) calendar months from the date of the accident.

So long as the maximum benefit amount stated above is not exceeded, this additional benefit also extends to include transportation of the body of the deceased person and necessary travel by any immediate member of the deceased person's family.

# Goods in transit



We will pay for damage to your goods or the goods of a third party whilst being carried or in your vehicle which has carrying capacity not exceeding five (5) tonne carrying capacity as a result of a road accident causing loss or damage to your vehicle.

The maximum payable under this additional benefit is \$5,000 subject to an additional \$250 excess per event.





If your vehicle is a sedan or station wagon or other goods carrying vehicle with a carrying capacity up to 5 tonne carrying capacity and:

- it is stolen; or
- it is unable to be driven or is in need of repair due to a not-at-fault accident or fire; and
- we have accepted your claim under this policy for that loss or damage or theft; then

we will pay the reasonable hire vehicle costs incurred by you to hire a vehicle of similar make and model or carrying capacity until:

- your vehicle has been recovered or repairs have been completed; or
- your claim has been settled as a total loss.

You can choose one of the following options:

- we arrange the hire vehicle for you using one of our providers (if we have a provider with a suitable vehicle available within a reasonable distance of your location); or
- you arrange the hire vehicle yourself using a provider of your choice; or
- we will pay the actual costs you incur in making alternative travel arrangements.
- The most we will pay under this additional benefit is:
  - \$5,000 for any one claim; and
  - \$10,000 in total in any one period of insurance.

#### Hire vehicle insurance cover



If you are provided a hire vehicle under the 'Hire vehicle following fire, theft or not-at-fault accident' additional benefit or 'Hire vehicle extension' optional cover and you purchase Comprehensive cover or its equivalent for the hire vehicle with the hiring company, then in the event you have a claim for the hire vehicle during the period of insurance we may also provide insurance cover for the hire car for the period that it is hired under the claim.

The insurance cover provided under this additional benefit will depend on how the hire car is arranged, as defined in the table below:

SCENARIO	INSURANCE COVER FOR HIRE CAR
<b>We</b> arrange the hire car for <b>you</b> using one of <b>our</b> hire car providers or	You arrange for insurance for the hire car directly through the hire car provider. We will then pay the additional daily cost of that insurance provided by the hire car provider (or their insurer).
<b>We</b> agree to <b>your</b> own choice of hire car provider	<ul> <li>In the event you have a claim for the hire car during the period it is provided under a claim under this policy:</li> <li>you should lodge the claim with the hire car provider; and</li> <li>pay them any applicable excess.</li> <li>We will then pay:</li> <li>the difference in the excess charged by the provider (or their insurer) and the excess you would have paid under this policy had the definition of vehicle been extended to include the hire car; and</li> <li>any other amount you are liable for as a result of a claim where: <ul> <li>the provider's insurance arrangement does not cover your claim in whole or part (other than any excess payable); and</li> </ul> </li> </ul>



	<ul> <li>liability that would have been covered under this policy if the definition of vehicle in this policy had been extended to include the hire car, so long as no limitation or exclusion under this policy applies.</li> <li>Other than as stated above, this policy does not extend to insure the hire car or its use in any other way.</li> </ul>
You choose your own hire car provider but we do not agree to that provider	No insurance cover is provided under this additional benefit. <b>You</b> are responsible for arranging and paying for insurance that covers the hire car directly with the provider.

#### Legal costs



We will pay for the reasonable legal fees and expenses incurred in defending any court proceedings arising from liability or loss or damage covered by this policy. We must agree to them in writing before they are incurred.

We will not pay any legal fees or expenses relating to any criminal or traffic proceedings. When we seek reimbursement in the name of someone covered by this **policy**, at **our** expense, they will need to give **us** their reasonable assistance.

If we pay a claim and an element of the loss isn't covered by this policy, we may offer to attempt to recover that loss for you at the time we take steps to recover the loss that is covered. We can only do that if you agree to give us information and documents that support the loss, and if you agree with us about how that recovery will be handled. We may also ask you to contribute to the associated costs.

# Loading and unloading



We will cover you if the accidental damage to someone else's property, or the liability arising from it, is caused by the loading and unloading of your vehicle. Cover does not extend to damage to the actual goods being loaded or unloaded.

#### Movement of other vehicles



We will pay for your liability for damage to third party property, or the liability arising from it, if caused by you or any other driver while doing work for you lawfully moving any vehicle parked in a position so as to prevent or impede the loading, unloading or legitimate passage of your vehicle.



New-for-old replacement following total loss



If your vehicle is declared a total loss and less than 24 months has elapsed since the vehicle was originally registered, then we will replace your vehicle with a new vehicle of the same make, model and series (or similar if it is no longer available), including similar accessories, tools and spare parts (subject to local availability).

We will also pay the initial on-road costs associated with the replacement vehicle, including:

- 12 months' registration;
- 12 months compulsory third party insurance;
- statutory charges; and
- dealer delivery charges.

Prior to the delivery of the replacement vehicle, you will need to pay:

- any excess that applies to your claim; and
- any outstanding premiums;
- the value of your damaged vehicle only if we agree you can keep it; and
- the unused portion of registration fees and compulsory third-party insurance of the total loss vehicle, if requested by us and permitted by law in the location the claimed vehicle was registered.

We won't pay to buy or transfer any extended warranty product for the replacement vehicle.

#### Non owned vehicle liability



We will pay for your liability arising from the use of any vehicle that is:

- not owned or supplied by you; and
- being driven by you or by a person authorised by you in connection with your business.

Cover under this additional benefit is limited to liability arising from the use of that covered vehicle, in relation to a third party's property or a third party's loss. We will not pay for your liability for loss, destruction or damage to the vehicle being used itself.

# Other party's interests



This policy includes the interests of financiers, lessors, or other parties who have a financial interest in your vehicle as specifically advised by you and noted on your policy schedule. The cover provided is subject to sections 48 and 49 of the Insurance Contracts Act 1984 (Cth).

#### Personal effects and tools



If personal effects and tools belonging to you or your employees, used in connection with your business, are:

- damaged in an accident involving your vehicle;
- damaged in a fire involving your vehicle;
- stolen from your locked vehicle; or
- stolen when your vehicle is stolen;

then we will pay you up to \$2,000 for the loss or damage to those items.

#### Preferred repairer excess rebate



If your vehicle requires repairs following an accident or loss that is covered under this policy and we have accepted that claim, if you choose to have the repairs performed by our preferred repairer in our network, then the excess you need to pay will be reduced by the 'Preferred repairer excess rebate'.

The amount of the 'Preferred repairer excess rebate' will be shown on your policy schedule.

Please refer to the 'Excesses' section for more information on the excesses that are payable under this policy and when and how they need to be paid.

When arranging the repairs for the vehicle we will tell you of any preferred repairers that would be suitable to perform the repairs so you can choose whether to receive this rebate by using one of them or choosing a repairer of your own choice (and forgoing this excess rebate).

You are not entitled to the excess rebate under this additional benefit if:

- there are no preferred repairers in our network that are within a reasonable distance of where your vehicle is normally parked overnight; or
- your vehicle requires a specialist repairer to repair the damage and there are no such specialist repairers on our preferred repairer network; or
- after repairs have been started at one of our preferred repairers you decide that you would like another repairer (that is not part of our preferred repairer network) to complete the repairs;
- we settle the claim for your vehicle as a total loss; or
- the claim is only for damage to your vehicle's windscreen, window glass, mirror glass, or sunscreen glass and is not covered under the optional cover 'Windscreen excess rebate'.

Note: for Third Party Property Damage cover this additional benefit is only available for claims where repairs are performed under the 'Damage caused by uninsured vehicles' additional benefit.

#### Re-keying and re-coding



If the keys to your vehicle are:

- lost or stolen; or
- damaged or destroyed; or
- there are reasonable grounds to believe **your** keys may have been illegally duplicated or their security code compromised; then **we** will pay for the replacement of the keys and, if necessary, to re-code the locks on **your vehicle**.

The most **we** will pay under this additional benefit is \$5,000 per **vehicle** to a maximum of \$20,000 per **event** once the basic **excess** on the **policy** has been applied.

We will not pay under this additional benefit if:

- the keys have been stolen and you have not reported it to the police within three days of the incident unless there are extenuating circumstances;
   or
- the keys have been stolen by an employee, a family member, invitee or someone who lives with you or them.

#### Removal of debris



We will pay up to \$50,000 for the cost necessarily incurred by you or your vehicle's permitted driver, in the clean-up and removal of debris arising from the use of your vehicle including debris from:

- goods falling from your vehicle; or
- the spillage, escape, or explosion of goods being carried by your vehicle.

#### Retrieval cost - no damage



**We** will pay for the costs of recovery or removal of **your vehicle** following it becoming unintentionally immobilised on a work site or in a physical situation whilst being used as part of the Insured's normal business operations.

The maximum we will pay under this additional benefit is \$5,000 per vehicle to a maximum of \$20,000 for any one period of insurance.

We will not pay where immobilisation occurs as a result of electronic, electric or mechanical failure or malfunction or normal wear and tear. No excess will apply if no other loss or damage has occurred to your vehicle.

Returning your vehicle after repair



If your vehicle requires repairs following an accident or loss that is covered under this policy and we have accepted that claim, we will choose to either:

- pay you the reasonable costs of travel to:
  - get from the repairer's premises to your home, work or a hire car provider (if the hire car is provided under this policy) after dropping the vehicle off to be repaired; and
  - get from your home, work or a hire car provider (if the hire car is provided under this policy) to the repairer's premises to collect your vehicle
    after the repairs have been completed; or
- arrange to have your vehicle delivered to you after the repairs have been completed.

Note: for **Third Party** Fire and Theft Cover and **Third Party** Cover this additional benefit is only available for claims where repairs are performed under the 'Damage caused by uninsured vehicles' additional benefit.

# Stamp duty for transfer of ownership



If a claim on **your vehicle** is settled as a **total loss**, **we** will help pay the stamp duty and transfer fee that are due on the transfer of ownership of a replacement **vehicle** into **your** name, unless that duty or fee is absorbed by the seller under the contract of sale. The amount **we** will pay will be based on the insured value of **your vehicle** immediately before the **loss or damage**.

# Substitute vehicle - legal liability cover



If you or an additional insured are using a substitute vehicle, then you or they are covered for legal liability for accidents caused by or arising out of the use of the substitute vehicle in the equivalent manner as the use of your vehicle is covered under Section Two: Legal liability. This means the cover is subject to the equivalent conditions, limits and exclusions relevantly stated in this policy.

If we agree to pay a claim for legal **liability** under this additional benefit the most we will pay for a single event or series of related events is \$30,000,000.

You are not covered for legal liability under this additional benefit when:

- we have already accepted a total loss claim for your vehicle; or
- to the extent of the statutory coverage, **you** or the person responsible are covered under any compulsory statutory insurance scheme or accident compensation scheme; or
- the substitute vehicle is unregistered and should have been registered by law, subject to your rights under the Insurance Contracts Act 1984 (Cth).

We will not pay for:

- any loss or damage to the substitute vehicle. Cover under this additional benefit is limited to:
  - one substitute vehicle at any point in time; and
  - the **substitute vehicle** being driven by **you** or an Additional driver.



#### Towing and storage



If your vehicle is involved in an accident or is stolen, we will pay:

- the reasonable costs for your vehicle to be towed to a repairer, place of safety or any other place which we agree to; and
- the reasonable costs of returning the **vehicle** to **you** following its repair or recovery.

# Towing disabled vehicles



We will pay for your liability arising from damage caused to third party property occasioned whilst your vehicle is towing any disabled vehicle provided the disabled vehicle is not being towed for reward or financial gain.

#### Trauma counselling



We will pay the reasonable costs for counselling for you, your drivers or the family of you or your drivers following:

- your death if it arose from the accident which caused the loss or damage to your vehicle; or
- the death of your driver if it arose from the accident which caused the loss or damage to your vehicle; or
- the death of any other person if it arose from the accident which caused the loss or damage to your vehicle and either you or your driver was present at the accident scene when it occurred.

The maximum we will pay for trauma counselling is \$5,000 per event. The trauma counselling must be directly arranged by us.

This additional benefit is only provided to the extent that any payment does not comprise medical expenses which we are prohibited from providing cover for under the Health Insurance Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth), either as amended or replaced from time to time.

#### Unspecified modifications, attachments or non-standard accessories



If your vehicle suffers loss or damage we will pay the reasonable costs to repair or replace any modifications, attachments or non-standard accessories, that are not listed on your policy schedule, up to a limit of 25% of the vehicle's value (agreed value, sum insured or market value, whichever is shown on your policy schedule) or \$5,000, whichever is the lesser.

However this cover is limited to modifications, attachments or non-standard accessories that do not enhance the performance of the vehicle, for example excluding any that:

- increase the vehicle's power output or maximum speed;
- improve the performance of the vehicle's steering and/or brakes;
- lower the vehicle's suspension; or is designed for the purposes of racing.





Vehicle being transported by ship



If your vehicle is being transported by ship within Australian territorial waters, we will pay your contribution for:

- any general average charges (general average means that if a ship's captain finds it necessary to sacrifice some of the cargo to save the ship, the owners of the remaining cargo must contribute towards the loss suffered by the other owners); or
- any salvage charges (the costs associated with recovering a marooned or disabled ship);

if such maritime conditions apply.

It is not necessary for your vehicle to be damaged for you to be liable for these costs.



# **OPTIONAL COVERS**

You can ask us to add one or more of the following optional covers to your policy, depending on the level of cover that you have chosen and that is shown on your policy schedule. Please refer to the table at the top of each optional cover to determine whether it can be added under the level of cover you have chosen.

If you do ask us to add one or more of these optional covers and we agree then we will require an additional premium and the details of the optional cover added will be shown on your policy schedule. If these optional covers are not shown on your policy schedule then they have not been added to your policy and the coverage described in this section does not apply.

This section shows what is covered under each of these optional covers if they have been added to **your policy**, and what limitations or exclusions there are. In addition, the terms in the 'General exclusions' section should also be referred to when determining whether any additional cover will be paid under a claim.

Hire vehicle following at-fault accident



If your vehicle is a sedan or station wagon or other vehicle with a carrying capacity up to 5 tonne carrying capacity and:

- it is unable to be driven or is in need of repair; and
- we have accepted your claim under this policy for that loss or damage;

then we will pay the reasonable hire vehicle costs incurred by you to hire a vehicle of similar make and model or carrying capacity until;

- your vehicle has been recovered and any required repairs have been completed; or
- your claim has been settled as a total loss.

You can choose one of the following options:

- we arrange the hire vehicle for you using one of our providers (if we have a provider with a suitable vehicle available within a reasonable distance of your location); or
- you arrange the hire vehicle yourself using a provider of your choice; or
- we will pay the actual costs you incur in making alternative travel arrangements (over and above what you would have ordinarily incurred).

The most we will pay under this additional benefit is:

- \$5,000 for any one claim; and
- \$10,000 in total in any one **period of insurance**.

We may also provide insurance cover for the hire **vehicle** provided under this optional cover – please see the additional benefit 'Hire vehicle insurance cover' for more details.

#### Roadside assistance



If **you** have selected Comprehensive cover then **you** may be able to add BZI Roadside Assistance by paying **us** an additional fee, in which case it will be shown on **your policy schedule** as being included.

BZI Roadside Assistance is provided by one of Australia's leading emergency assistance providers and offers 24-hour, 7-day assistance Australia-wide, including the following benefits (subject to conditions and limits):

- minor repairs following a breakdown;
- assistance with changing flat tyres;
- towing your vehicle to the nearest mechanical workshop or repairer;
- getting your vehicle started after minor issues with your battery.

BZI Roadside Assistance may not be available for all vehicles, for example based on the type of **vehicle** or its age. If **your vehicle** is not eligible for BZI Roadside Assistance then this optional cover will not be offered.

The provision of BZI Roadside Assistance is subject to the BZI Roadside Assistance Terms and Conditions, which specify the benefits provided, including any conditions, limitations or exclusions. If **you** purchase this optional cover then the BZI Roadside Terms and Conditions should be provided to **you** by **your** intermediary alongside the rest of the documentation supporting this **policy**. They can also be provided by **your** intermediary prior to purchase if **you** are interested in understanding more about this optional cover.

#### Windscreen excess waiver



If there is an incident where the only loss or damage to your vehicle is for the following item:

- windscreen;
- · window glass;
- · mirror glass; or
- sunscreen glass;

then you can claim for loss or damage to that item on your vehicle during the period of insurance without the application of any excess. Note: the **Preferred repairer excess** rebate additional benefit is not available for this optional cover.

# **GENERAL EXCLUSIONS**

We will take into account section 54 of the Insurance Contracts Act 1984 (Cth) when we assess any claim made under this policy.

Section 54 of the Insurance Contracts Act prevents us from refusing a claim because of something the Insured or some other person has done, or not done, after the policy was entered into, unless that thing caused or contributed to the claimed loss. But we can reduce a claim by an amount that fairly represents our prejudice because of the thing that was done or not done.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), there is no cover under any section of this policy for a claim, where at the time of the damage, loss, cost or legal liability that resulted in the claim, any of the following apply:

#### The driver of the vehicle

Your vehicle (or substitute vehicle) was being driven by:

- any person, including you, who was not properly licensed to drive your vehicle (or substitute vehicle). This exclusion does not apply if you can prove that:
  - you did not consent to that person driving your vehicle (or substitute vehicle); or
  - you had no reason to suspect that they were not properly licensed or were not complying with any conditions imposed on their licence;
- any person listed on your policy schedule as an "excluded driver";
- any person, including you, who:
  - was under the influence of alcohol and/or of any drug, or had a breath and/or blood alcohol level in excess of the legal limit prescribed by the law applying in the state or territory where the accident or event occurred; or
  - refuses to submit to any test to determine the level of alcohol and/or drugs in the blood when reasonably requested by the police.

This exclusion does not apply if you can prove that:

- you did not consent to that person driving your vehicle (or substitute vehicle); or
- you had no reason to suspect that they were affected by alcohol or drugs.

#### The vehicle

Your vehicle (or substitute vehicle) is:

- being used to:
  - carry a number of passengers; or
  - carry or tow a load;

which is greater than relevant transport law allows or the vehicle's manufacturer has specified.

This exclusion does not apply if you can prove that the fact that the vehicle was overloaded did not cause or contribute to the liability, loss or damage.

being used while in an unsafe or unroadworthy condition.

This exclusion does not apply if **you** can prove that:

- you or the usual driver of your vehicle could not reasonably have detected the unsafe or unroadworthy condition; or
- the fact that the vehicle was in an unsafe or unroadworthy condition did not cause or contribute to the liability, loss or damage;
- being used wilfully and recklessly by you or by someone with your permission to drive it. For example, but not limited, to street racing or burnouts.

#### The usage of the vehicle

Your vehicle (or substitute vehicle) is being used:



- to carry passengers for hire, fare or reward (including paid ridesharing), except:
  - under a private pooling arrangement; or
  - where we have agreed in writing.
- in any:
  - motor sport event, time trial or pace making;
  - trials, tests or experiments for reliability, speed or hill-climbing performance;
  - motor trade demonstration; or
  - being tested in preparation for any of the above;

except where **your vehicle** (or **substitute vehicle**) is being used in a registered charity rally and **we** have agreed to extend cover prior to the rally in writing upon application.

- by you or by someone with your permission for an unlawful purpose or illegal activity (such as, but not limited to, a ram raid, carrying drugs or carrying stolen goods);
- in the bulk transport of explosives, inflammable liquids or gases, toxic or corrosive liquids or gases.

This exclusion does not apply to vehicles where such carriage is a minor, incidental extension to their main operation;

- in underground mines, mining shafts or tunnels that are not public roads;
- on premises of an airport that handles scheduled commercial flights, provided that this exclusion only applies to areas within the airport that are restricted and not accessible to the general public; or
- on rails, tracks or cables.

#### Other exclusions

#### The liability, loss or damage was:

- from a bushfire, grassfire, storm, hail, flood or tsunami in the first 72 hours of cover, unless this policy began on the same day:
  - you purchased your vehicle; or
  - that another policy which provided equivalent insurance cover for the vehicle expired (but not when you cancelled the policy prior to its expiry date). Cover will only be provided up to the sums insured covered under the expired policy (any increase in sums insured will not be covered for these events for the first 72 hours specified);
- incurred anywhere outside of Australia, including its territorial waters;
- a result of or connected with any act of terrorism (regardless of whether any other cause or event was contributing concurrently or in any other sequence);
- a result of or connected with any action taken in controlling, preventing or suppressing any act of terrorism;
- caused by any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, acts of foreign enemy, or popular or military uprising;
- due to radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
- due to the lawful seizure by any person or organisation of your vehicle (or substitute vehicle);
- caused by the solidification, settling or hardening of any goods carried by your vehicle or any container attached to your vehicle;
- to a drill rod or bit attached to your vehicle while the drill rod or bit is being used for its designed purpose. For the purposes of this exclusion, a
  drill rod or bit includes any part attaching to or forming part of the drill rod or bit, including but not limited to pipes, guides, filters, gaskets, plugs,
  caps, beacon housings, tool heads, nozzles or any other electronic mechanism;
- in any way related to the existence at any time of asbestos;
- any consequential loss including, but not limited to, any loss arising from not being able to use **your vehicle**, time taken to resolve a claim or settlement, interference with expectations of enjoyment or peace of mind, injury to feelings or humiliation or pain and suffering.

Subject to section 54 of the Insurance Contracts Act (Cth), the liability, loss or damage was:



- due to a fraudulent, deliberate, intentional, malicious or criminal act by you or a person acting with your express or implied consent;
- any illegal activity you or a person acting with your excess or implied consent are involved in;

however the above two exclusions do not apply where **we** have reviewed the claim and are reasonably satisfied that a particular person covered by this **policy**, who has a financial interest in the insured property, in respect of the claimed incident:

- was a victim of domestic violence, coercion or a vulnerable person; and
- did not contribute to, assist, facilitate or cause it.

If so, and the incident otherwise meets the terms of this **policy**, **we** will settle the claim for that particular person, but only to the extent of their financial interest in the insured property or legal **liability**.



# **GENERAL TERMS AND CONDITIONS**

The following general terms and conditions apply to your policy:

TERM/CONDITION	
Alteration of risk	You must promptly tell us when there is a change in the risk we insure under this policy, when one of the following happens:
	<ul> <li>modifying your vehicle or adding additional modifications, attachments or non-standard accessories to it that are not listed on your policy schedule;</li> </ul>
	• when there is a change to the usage of the <b>vehicle</b> , including if there is a change to any regular drivers of <b>your vehicle</b> ;
	• if any detail on your policy schedule is no longer accurate, such as the address where the vehicle is normally parked overnight;
	when the drivers of your vehicle change;
	when someone who regularly drives your vehicle has their licence suspended, cancelled or restricted.
Cancellation	You may cancel your policy at any time. We will refund to you a proportion of the premium and (if applicable) roadside assistance fees for the unexpired period of insurance (less any non-refundable government charges, taxes and levies that we have paid and are not recoverable), provided that the cancellation does not fall during the period of time referred to in the 'Cooling-off period' section.
	Any agency fee that has been added to the <b>premium</b> will only be refunded if the <b>policy</b> is cancelled within the cooling-off period or where the cancellation is effective from the start of the <b>period of insurance</b> .
	We may cancel this <b>policy</b> by notice in writing for any reason available to <b>us</b> at law. We will refund to <b>you</b> a proportion of the <b>premium</b> for the unexpired <b>period of insurance</b> (less any non-refundable government charges, taxes and levies that <b>we</b> have paid and are not recoverable).
Cross liability	Where more than one party comprises the Insured each of the parties shall be considered as a separate and distinct entity and the word Insured shall be considered as applying to each party in the same manner as if a separate <b>policy</b> has been issued to each, provided that nothing in this clause results in the increase of the limit of <b>liability</b> .
	We waive our rights of recovery in relation to any liability or loss or damage that would be covered by this policy against any party insured by the policy, however this waiver of subrogation will not apply to any party insured who has been found guilty of serious or wilful misconduct in relation to the liability or loss or damage.
Fraudulent claim	If <b>you</b> or any party covered by <b>your policy</b> makes a claim or arranges for some other party to make a claim that is in any way false, dishonest or fraudulent, then payment of the claim will be refused, except to the limited extent explained in the 'General Exclusions' section of this <b>policy</b> .
Jurisdiction	Any disputes arising from this <b>policy</b> will be determined by the Courts, and in accordance with the laws, of the state or territory where this <b>policy</b> is issued.
Keeping proof of value	Please retain reasonable evidence of proof of purchase of <b>your vehicle</b> , its extras, accessories, <b>attachments</b> , and <b>modifications</b> (if applicable) and any other property that is covered under this <b>policy</b> . Evidence includes a contract of vehicle purchase, receipts, valuations and photographs of insured items. <b>You</b> should keep these or other reasonable evidence so that <b>you</b> can prove ownership and the value of any <b>loss</b> if <b>you</b> have to claim.
Looking after your vehicle	You must keep your vehicle (or substitute vehicle) in good condition at all times. If your vehicle (or substitute vehicle) has suffered loss or damage you must take reasonable steps to protect or safeguard it, including, but not limited to, when you have been notified o its location after it has been recovered following its theft or removing your vehicle's keys and locking when unattended. In this policy an unattended vehicle includes leaving it without any passenger to go inside a petrol station to pay for petrol.
Notifications	All notices and communications must be made or confirmed in writing by <b>you</b> or <b>your</b> intermediary. Other forms of communication will not be acted upon by <b>us</b> until confirmed in writing by <b>you</b> or <b>your</b> intermediary.
Other insurance and contribution	When <b>you</b> claim on <b>your policy you</b> must also supply <b>us</b> with written details of all other policies that may also pay or partially pay that claim. <b>We</b> reserve the right to seek contribution from another insurer if permitted by law, and if <b>we</b> do so, <b>you</b> agree to provide <b>us</b> with reasonable assistance.
Other party's interests	You must tell us of all parties who have a financial interest in the vehicle insured under this insurance policy, such as financiers, lessors or other owners. This term is subject to sections 48 and 49 of the Insurance Contracts Act 1984 (Cth).
Precautions	You must take reasonable care to prevent or minimise loss, damage, injury, illness or liability.

# **CLAIMS**



## About making a claim

#### How to make a claim

If you need to make a claim under this policy, please contact your intermediary to assist you.

Alternatively, if it is an emergency outside business hours or **you** would like to make a claim with **us** directly, please use one of the following methods to do so:

- phone us on 1300 253 692 or +61 2 9301 8018 (if dialing from overseas); or
- register your claim online at <u>bzi.com.au/newclaim</u> and our claims staff will contact you.

## What you must do

If there is an incident which may result in you needing to claim under this policy, you must:

- ensure everyone is safe and if necessary, call for emergency services;
- take reasonable steps to prevent and limit any further loss or damage;
- contact the police promptly if:
  - your vehicle has been stolen or subject to malicious damage; or
  - your vehicle has been involved in an accident that has resulted in someone being injured;

and provide us with the details of the police officer and police station where it was reported or in New South Wales, the event number;

- if your vehicle is involved in an accident, provide us with the full name and address of the person responsible, and if they were using a vehicle,
  then also its registration number. If someone else's property has been damaged by the user of your vehicle, then you must also take reasonable
  steps to attempt to obtain for us the name and address of the owner of that property;
- contact us as soon as practicable (see the 'How to make a claim' section above) and:
  - provide us with clear and complete information required for us to understand the circumstances of the loss or damage so we can lodge the claim and determine the most appropriate next action. You must provide us with the information, co-operation and assistance that we reasonably require. This may include attending one or more interviews at our reasonable direction;
  - tell us about your entitlement to any input tax credits (ITCs) for your insurance premium if you are registered for goods and services tax (GST) (see the 'Goods and Services Tax' section for more detail);

We will advise you of the next steps to ensure the claim can be handled as quickly as possible.

- notify us immediately if you receive or become aware of any of the following:
  - information or demands from other parties involved;
  - notices of prosecution or impending prosecution;
  - details of an inquest or official enquiry; or
  - other similar communications from anyone involved in the claimed incident.

A delay in advising us of any of these may result in a reduction of cover, including a reduction in cover for legal or other costs.

## What you must not do

To ensure a claim under this **policy** is not reduced or denied by **us**, **you** or anyone else covered by this **policy** must not:

- admit to anyone that you or they were responsible for the loss or damage, or that the accident was your or their fault;
- negotiate, offer or promise any payments associated with the claim;
- accept any payment from anyone (including payment of any excess amount) unless you or they have our prior consent;
- agree to settle any claim without our prior consent;
- authorise or carry out any repairs without our authority, except emergency repairs which are required to allow you or them to safely drive your
  vehicle from the location of where the loss or damage occurred (please see the 'Emergency repairs' additional benefit);



- unless reasonable in the circumstances, such as for health or hygiene reasons, dispose of any property that has been damaged, or stolen
  property that is recovered; or
- make any false statements in connection with your policy or any claim you or they make.

If **you** or they do not follow these steps, **we** can reduce any claim by an amount that fairly represents the extent to which **our** interests have been prejudiced.

Please also read General Exclusions, to understand the very limited circumstances in which **we** may cover certain claims in connection with which false statements have been made.

## After your claim is accepted

After we have paid a claim under your policy, either in total or in part, we have the right to take over any legal right of recovery which you or a claimant under this policy have. If we do this, it will be for our benefit and at our expense (if you have been fully reimbursed). You or they must provide us with reasonable co-operation. For example, you or they must not limit or restrict your rights of recovery against any third party without our prior written consent.

We have the right to keep any damaged property we have paid for under your policy, including any proceeds if the items are sold.

If we recover more than the amount we paid you or the claimant under this policy, we will pay you or them the balance after deducting any expenses incurred by us in undertaking the recovery.

If any person compensates **you** or them for the insured **damage** of any property for which **we** have paid a claim, **you** or they must reimburse **us** for that payment. **You** or they must do this promptly after the compensation payment is made.

#### **Excesses**

For each of the available covers, one or more of the excesses described below may apply.

If an excess applies to your claim, you will need to pay it to us or to one of our preferred repairers when we request it, and no later than when we are finalising the processing of your claim.

An **excess** is not an additional fee charged by **us** to allow a claim to be made on this **policy**. Rather, it is the uninsured first portion of a **loss** for which **you** are otherwise covered. That means it's the amount that **you** must contribute towards each claim.

For each **event**, or series of **events** arising from the one originating cause, **you** must pay in full the amount of the **excess** in respect of each and every **vehicle**.

Details of the excess amounts and circumstances in which they will be applied are set out in the definition of excess (see 'Definitions' section) and the relevant section of this PDS that explain the cover we provide.

In this **policy** the following **excesses** may apply for any given claim:

- basic excess;
- age excess;
- inexperienced driver excess;
- · hydraulic lifting or tipping mechanism excess;
- · convertible roof or open top excess.

The amount of each of the **excesses** that applies to **your policy** will be shown on **your policy schedule** or in this PDS. Please read the remainder of this section to understand when the **excesses** named below may apply.

In some situations, no **excess** will need to be paid (see 'When you do not have to pay an excess') or the amount of the **excess** will be reduced if certain conditions are met.

#### **Basic excess**

The basic **excess** applies to all claims on the **policy** unless specifically mentioned in the 'When you do not have to pay an excess' section. The basic **excess you** have chosen will be shown on **your policy schedule**.



#### Aae excess

The age **excess** applies to any claim where the driver of **your vehicle** at the time of the incident that gave rise to the claim is under the age of 25. The age **excess** is payable in addition to the basic **excess** on the **policy**. **You** will not be required to pay the additional age **excess** when:

- the basic excess is not payable (see 'When you do not have to pay an excess'); or
- the claim is for one of the following (and the basic excess is payable):
  - loss or damage to only the windscreen, window glass, mirror glass or sunscreen glass;
  - damage caused to your vehicle while it was parked;
  - theft, attempted theft, vandalism or malicious damage;
  - hail, storm, flood or fire damage;
  - the driver of your vehicle was a learner driver accompanied by someone with an unrestricted Australian driver's licence; or
  - You can reasonably establish to our satisfaction that you did not consent to that person driving your vehicle.

## Inexperienced driver excess

The inexperienced driver **excess** applies to any claim where the driver of **your vehicle** at the time of the incident that gave rise to the claim is aged 25 years or over and has been licensed anywhere in the world for less than two years to drive the class of **vehicle** being driven. The inexperienced driver **excess** is payable in addition to the basic **excess** on the **policy**. Please see below for scenarios where this additional **excess** may not be applied.

**You** will not be required to pay the additional inexperienced driver **excess** when:

- the basic excess is not payable (see 'When you do not have to pay an excess'); or
- the claim is for one of the following (and the basic excess is payable):
  - loss or damage to only the windscreen, window glass, mirror glass or sunscreen glass;
  - damage caused to your vehicle while it was parked;
  - theft, attempted theft, vandalism or malicious damage;
  - hail, storm, flood or fire damage;
  - the driver of your vehicle was a learner driver accompanied by someone with an unrestricted Australian driver's licence; or
  - you can reasonably establish to our satisfaction that you did not consent to that person driving your vehicle.

### Hydraulic lifting or tipping mechanism excess

An additional excess of \$1,000 applies if any hydraulic lifting or tipping mechanism is operating on your vehicle or on an attachment to your vehicle.

### Convertible roof or open top excess

An additional excess of \$500 applies if your vehicle has a convertible roof or open top and you claim for damage to or theft of the roof material or any property inside your vehicle that's covered by this policy. This additional excess does not apply if the event is a road accident.



## When you do not have to pay an excess

This section is applicable only to 'Comprehensive' covered vehicles.

You will not be required to pay any excess if:

- you satisfy us that the accident which gave rise to the claim was not caused or contributed by the driver or user of your vehicle; and
- you provide us with the full name, address, and if they were using a vehicle, the registration number of their vehicle; and
- your vehicle was a sedan, station wagon, four wheel drive, panel van, utility or goods carrying vehicle under 5 tonne carrying capacity; and
- the amount of the claim exceeds **your** basic and age **excess** (if applicable) under the **policy**, unless **your** claim is only for a windscreen, window glass or a sunroof and **you** have added the 'Windscreen excess waiver' option to **your policy**.

In the event that the fault of the **accident** which gave rise to the claim is in dispute, **you** will be required to pay the **excess** in accordance with this **policy** and the **excess** will be refunded if **we** are successful in establishing that the user of your **vehicle** did not cause or contribute to the **accident**.

## Preferred repairer excess rebate

If your vehicle requires repairs and you choose to have the repairs performed by one of our network of preferred repairers, then the excess you need to pay will be reduced by the preferred repairer excess rebate. The amount of the preferred repairer excess rebate will be shown on your policy schedule.

Some conditions, exclusions and limitations apply. Please refer to the 'Preferred repairer excess rebate' additional benefit for more details.

## Choice of repairer

If your vehicle requires repairs under a claim on this policy which we have accepted:

- we can suggest one or more of our preferred repairers that would be best suited to carry out those repairs (if any are available near your location); or
- you can arrange for the repairs to be done by a repairer of your choice.

In either situation we will work closely with the repairer to manage the repair of your vehicle. However, if the vehicle is to be repaired by a repairer of your choice, then we can choose to:

- obtain a second quotation from a repairer chosen by us to determine the reasonable repair costs for your vehicle;
- authorise the repairs to be completed at your repairer of your choice;
- pay you an amount equal to the reasonable repair costs if we do not authorise the repairs through the repairer of your choice. Note that when we
  do not authorise the repairs through your chosen repairer, then we will not provide a lifetime guarantee on the repairs to your vehicle that they
  perform (see below for the 'Lifetime guarantee for repairs).

If you choose one of our preferred repairers to perform the repairs to your vehicle you will be eligible for the 'Preferred repairer excess rebate.

#### Replacement parts, extras and accessories

If we authorise and manage the repairs to your vehicle through one of our preferred repairers or a repairer of your choice, we will authorise that repairer to:

- only use genuine manufacturer parts if the **vehicle** is under its standard new **vehicle** warranty period (but not under extended warranty and not in relation to windscreens or window glass see 'Windscreen or window glass repairs' below);
- otherwise use:
  - new parts where reasonably available; or
  - recycled or re-conditions parts;

in each case the parts used will meet Australian Design Rules requirements and will be consistent with the age and condition of your vehicle.



The most we will pay for a spare part, extra or accessory is:

- the maker's last list price in Australia, being a price that would be available for you to purchase the item for; or if it is not available in Australia:
  - the cost of the part, extra or accessory and the cost of freight from the nearest reasonable source of supply; or
  - the cost of a similar comparable spare part, extra or accessory; plus an amount equal to the reasonable cost for fitting it to your vehicle.

### Windscreen or window glass repairs

If **your vehicle** requires repairs to a windscreen, window glass, mirror glass or sunroof glass, **we** may replace the glass with glass that was not produced by the original manufacturer but which will meet Australian Design Rules and not affect the safety or structural integrity of **your vehicle**.

## What happens after you make a claim

#### Settling or defending your claim

We will be solely responsible for determining whether you or the driver or user of your vehicle contributed to the cause of the accident or not.

If we agree you have a claim, only we have the right to:

- make or accept any offer or payment, or in any other way admit that you or the driver or user of your vehicle are liable;
- · settle, or attempt to settle, any claim; or
- · defend any claim.

#### Assisting us with your claim

You or the claimant under this policy must reasonably assist us with managing, settling or defending the claim, including:

- providing us with the information, co-operation and assistance that we reasonably require. That may include attending one or more interviews at our reasonable direction;
- . send us copies of any notice, letter, claim, writ or summons promptly after you or the claimant receive it; and
- co-operate with us in defending or settling the claim, or in recovering any amount payable under this policy from another person (see below).

You or the claimant under this policy must assist us even after the claim has been paid, for example if legal proceedings arise as a result of the incident giving rise to the claim.

If you or the claimant under this policy fail to reasonably assist us with the claim, we may reduce or refuse to pay it.

## Our rights of recovery

After **we** have paid a claim under **your policy**, either in total or in part, **we** have the right to take over any legal right of recovery which **you** have. If **we** do this, it will be for **our** benefit and at **our** expense (if **you** have been fully reimbursed) and **we** have full discretion in the conduct, settlement or defence of any claim **we** bring in **your** name.

You must not limit or restrict your rights of recovery against any third party without our prior written consent. If you prevent our right to recover by agreeing not to seek compensation from a person who is liable to compensate you for any liability, loss or damage that is covered under this policy, we will not provide you with cover under this policy for that liability, loss or damage.

If we recover more than the amount we paid you, we will pay you the balance after deducting any expenses incurred by us in undertaking the recovery.

#### Authorising repairs

You cannot authorise repairs to your vehicle without our authority, except emergency repairs which are required to allow you to safely drive your vehicle from the location of where the loss or damage occurred (please see the 'Emergency repairs' additional benefit).

Prior to **us** making a decision about **your** claim and any repairs that may be required **we** may need to arrange a motor vehicle assessor to inspect **your vehicle**. **We** will make the necessary arrangements with **you** to allow this to happen. **You** must allow such an inspection, including arranging access to **your vehicle**, for example when it is at a repairer that **you** would like to repair it.



#### Choosing a repairer

This **policy** provides options about how **you** can choose a repairer to repair **your vehicle** if **we** accept a claim under this **policy** for such repairs, including using one of **our preferred repairers** or arranging for the repairs to be completed by a repairer of **your** choice.

Please refer to the 'Choosing a repairer' section for more details.

#### When we will pay the reasonable cost of repairing your vehicle

In the following situations, we'll pay the reasonable cost of repairing your vehicle:

- if we cannot agree with you about the assessment of the required repairs or their value;
- if the parts required for the repair of your vehicle easily available;
- if we identify a concern with the pre-claim condition of your vehicle;
- if we identify a concern with the way your vehicle is to be repaired or the timing of that repair; or
- If you have chosen the repairer of your vehicle but we cannot agree with you or them about the repair quote or the way your vehicle is to be repaired.

In the above situations, we will pay the person who owns your vehicle the reasonable cost of repairs. This is a cost we determine taking into account the fair cost of repairing your vehicle in that location. We may require you to organise a quote from another licenced vehicle repairer or we may also require your vehicle to be moved elsewhere to be quoted. If we pay the reasonable cost of your vehicle's repairs, then you'll need to organise the repairs to your vehicle yourself, and you'll also need to pay the applicable excess to us.

#### Lifetime guarantee for repairs

If we authorise the repairs to your vehicle through one of our preferred repairers, or a repairer of your choice and we manage those repairs to completion, then we will guarantee the repairs against any defect due to workmanship or faulty material for as long as you own your vehicle.

If we do not authorise the repairs to your vehicle through the repairer of your choice or manage the repairs at a repairer of your choice to completion, then we will not provide a lifetime guarantee for the repairs.

## Sub-contracting repairs

When **we** authorise a repairer to repair **your vehicle** that repairer may sub-contract some of the repairs to another repairer of their choice. This will usually occur when the repairer is unable to perform the repairs itself because they require the services of a specialist repairer or supplier.

## Salvage of your vehicle

If we a pay a claim for the total loss of your vehicle, the wreckage of your vehicle (including any modifications, attachments or non-standard noted on your policy schedule) will become our property. We will keep any proceeds from the sale of the wreckage.

### Premiums following a total loss

If your vehicle has been deemed a total loss and we have agreed to pay you the agreed value or market value of your vehicle:

- any unpaid premium for the period of insurance that the claim occurred in will be deducted from the claim payment (except if you are paying by instalments and we are replacing your vehicle see below);
- we will not return the premium associated with the unexpired portion of the period of insurance.

## When we may refuse a claim

To ensure **you** understand any situations in which a claim under this **policy** may be refused, it is important that **you** read and understand the following two sections of the PDS:

- the 'General terms and conditions' section which sets out your obligations under this policy with which you need to comply; and
- the 'General exclusions' section which lists situations where we may refuse to pay your claim.

#### Hire car arrangements

If we have provided you a hire car under an additional benefit or optional cover under this policy, you:



- may be required to enter a hire car agreement directly with the provider;
- are responsible for all the hire car's running costs and extras, including paying the deposit, security bond, fuel, any upgrade costs, and the cost of reducing the standard hire car **excess**;
- are responsible for any penalties or fines (such as parking fines or speeding infringements) incurred while using the hire car;
- may be provided with certain insurance cover for the hire car under this **policy** please refer to the additional benefit 'Insurance cover for hire car' for more details;
- must arrange for and pay for all hire car costs (including the cost of its insurance) for any period outside the period covered under a claim we
  have accepted under this policy;
- will be required to refund any costs **we** incur with respect to a hire car if **we** validly refuse to accept **your** claim, or repay **us** those costs **we** incur with respect to a hire car if **you** decide to withdraw **your** claim.



### Claims examples

Below are some examples of claim scenarios that are included here to show how a claim payment might typically be calculated. These examples are a guide only and do not cover all of the potential scenarios or all benefits that may be paid under this **policy**. They do not form part of the terms and conditions of **your policy**. Unless indicated otherwise, all dollar figures shown in the below claims examples, except for **excesses**, are GST exclusive and are in Australian dollars. Each example also assumes the claimant has claimed full input tax credits for the GST collected on their premium (that is, the claimant holds a 100% input tax credit entitlement under GST law).

BZI will determine actual claims payments on an individual basis taking into consideration the facts applicable to the claim and **our** assessment of any **liability, loss or damage**, as well as the coverage, exclusions and **excesses** set out in this **policy** and on **your policy schedule**.

## Example 1 - partial loss following an at-fault accident

You have your vehicle insured under a BZI Commercial Motor Insurance policy, with the following details:

Cover type: Comprehensive

Sum insured type: Agreed value

Insured amount: \$26,000 excluding GST

Basic excess: \$1,000

Optional covers: Hire vehicle following at-fault accident

Your vehicle is involved in an accident that is the fault of the driver of your vehicle. The car is safe to drive after the accident and does not require any emergency repairs.

We assess your vehicle and determine that it will cost \$4,000 to repair.

We advise that one of our preferred repairer network is close to where you live and you agree to them performing the repairs. The repairer estimates that the car will take 5 days to repair, during which time you will be entitled to a hire car (because you purchased the optional 'Hire vehicle following at-fault accident') and you tell us that you would like to use one of our providers for this.

HOW MUCH WE PAY		EXPLANATION
Repair costs	\$4,000	We will normally pay this directly to the repairer.
Less basic excess	-\$1,000	The basic <b>excess</b> is \$1,000 which is payable given the <b>accident</b> was the fault of the driver of <b>your vehicle</b> .
	+\$200	However, because <b>you</b> have chosen to use one of <b>our preferred repairers</b> , <b>we</b> reduce this amount by \$200.
Plus 'Preferred repairer excess rebate'	-\$800	Therefore, an amount of \$800 needs to be paid and normally <b>we</b> will ask <b>you</b> to pay this directly to the repairer.
Two taxi fares from and to	2 x \$40	You take a taxi from the repairer to the hire car provider and back again when your vehicle is ready to collect.
repairer	\$80	<b>We</b> reimburse <b>you</b> for these two trips.
Total claim payment	\$3,280	
Plus hire car costs		We will pay the hire car provider directly for the 5-day period while your vehicle was being repaired.

## Example 2 - total loss with agreed value

You have your vehicle insured under a BZI Commercial Motor Insurance policy, with the following details:

• Cover type: Comprehensive

Sum insured type: Agreed value

Insured amount: \$41,000 excluding GST

Specified non-standard accessory: \$1,000 Canopy

• Basic excess: \$600

Your vehicle is stolen and subsequently recovered burnt out 3 days later. We assess your vehicle and determine that given the damage it has suffered it is a total loss. Your vehicle was not under finance.

In your vehicle at the time it was stolen was a child seat and backpack containing a laptop, neither of which have been recovered.

During the period from **us** accepting **your** claim to **us** finalising **your** claim **you** agree to a hire car from **our** provider under the 'Hire vehicle following fire, theft or not-at-fault accident' additional benefit.

HOW MUCH WE PAY		EXPLANATION
Total loss payment	\$42,000	The agreed value for the vehicle given it is a total loss. The agreed value is the insured amount of the vehicle specified in the policy schedule of \$41,000 plus the canopy (a non-standard accessory) specified in the policy schedule for \$1,000.
Unspecified accessories	\$800	Your vehicle had a non-standard reverse-parking camera installed. This was not specified in the policy schedule but is covered under the 'Unspecified modifications, attachments or non-standard accessories' additional benefit (as less than \$5,000 and 25% of the agreed value).
Child seat	\$400	We determine that it will cost \$400 to replace the child seat.
Personal effects	\$1,200	The laptop was worth \$1,200 which is less than the maximum <b>we</b> will pay for any item under the 'Personal effects and tools' additional benefit of \$2,000.
Less excess payable	-\$600	Only the basic <b>excess</b> applies, which is deducted from the settlement amount.
Less outstanding premium	\$0	The annual <b>premium</b> for this <b>period of insurance</b> was \$1,400 and has been paid. The claim happens halfway through the <b>period of insurance</b> however <b>we</b> do not return the unexpired portion of the <b>premium</b> . If the <b>premium</b> was being paid by instalments then any future instalments within the <b>period of insurance</b> in which the claimed incident occurred would be included here.
Total claim payment	\$43,800	This amount would normally be paid directly to <b>you</b> in a <b>total loss</b> situation.
Plus hire car costs		We will pay the hire car provider directly for the period up until the claim is settled.

## Example 3 – total loss with sum insured

You have your vehicle insured under a BZI Commercial Motor Insurance policy, with the following details:

• Cover type: Comprehensive

Sum Insured Type: Sum Insured

• Insured amount: \$20,000 excluding GST

• Basic excess: \$600

Your vehicle is involved in an accident that is the fault of the driver of your vehicle. We assess your vehicle and determine that given the damage it has suffered it is a total loss. Your vehicle was not under finance.

HOW MUCH WE PAY		EXPLANATION
Insured amount	\$20,000	This is the amount you declared as the replacement value of your vehicle and is shown on your policy schedule.
Vehicle assessed value	\$15,000	This is the current <b>market value</b> of the <b>vehicle</b> , the amount it would cost to replace <b>your vehicle</b> with a <b>vehicle</b> of the same make, model, age and condition immediately before the <b>loss or damage</b> . <b>Market value</b> includes <b>vehicle</b> registration and compulsory <b>third party</b> insurance, but does not include stamp duty transfer, dealer warranty costs or transfer fees.
Total loss payment	\$15,000	The market value for the vehicle given it is a total loss will be paid. The vehicle sum insured declared is more than the current market value for the vehicle. In this case, in accordance with the definition of Sum Insured - payment will be made on the sum insured or the market value, whichever is the lesser.
Unspecified accessories	N/A	Your vehicle was a trailer and did not have any modifications, attachments or non-standard accessories .
Less excess payable	-\$600	Only the basic <b>excess</b> applies, which is deducted from the settlement amount.
Less outstanding premium	\$0	The annual <b>premium</b> for this <b>period of insurance</b> was \$1,400 and has been paid. The claim happens halfway through the <b>period of insurance</b> however <b>we</b> do not return the unexpired portion of the <b>premium</b> . If the <b>premium</b> was being paid by instalments then any future instalments within the <b>period of insurance</b> in which the claimed incident occurred would be included here.
Total claim payment	\$14,400	This amount would normally be paid directly to <b>you</b> in a <b>total loss</b> situation.

## Example 4 - total loss with new vehicle option

If the circumstances were the same as in example 2, however **your vehicle** was less than 3 years old from the date it was first registered, then under the 'New-for-old replacement following total loss' additional benefit **you** would be entitled to a new **vehicle** of the same make, model and series (or similar if it is no longer available), including similar insured accessories, modifications, tools and spare parts (subject to local availability).

We would also pay any on-road costs associated with the replacement vehicle, including:

- · 12 months registration cost;
- 12 months compulsory third party insurance cost;
- · any initial statutory charges; and
- any dealer delivery charge.

We would provide you a payment of \$1,600 for the child seat and laptop (as in example 2).

You would need to pay the excess of \$600 to the dealership before they provide you with the replacement vehicle.

Your new replacement vehicle would be covered under this policy until the end of the period of insurance for no additional premium, however you would need to continue to pay the instalments for the rest of the period of insurance if that was the method by which you were paying your premium.

## Example 5 - legal liability for damage to a third party's property

You have your vehicle insured under a BZI Commercial Motor Insurance policy, with the following details:

Cover type: Third Party Only

Basic excess: \$500Age excess \$1,250

A driver of **your vehicle** who is under 25 years of age is involved in an **accident** in **your vehicle**, and the **accident** is their fault. The **damage** to the **third party**'s **vehicle** will cost \$3,800 to repair and they will also be entitled to a hire car for 5 days at \$80 per day.

HOW MUCH WE PAY		EXPLANATION
Third party repair costs	\$3,800	We will normally pay this to the third party claimant.
Third party hire car costs	(5 x \$80) \$400	We will normally pay this to the third party claimant.
Less excess payable:  • Basic excess	-\$500 -\$1,250	Because the driver of <b>your vehicle</b> was under 25 years old, in addition to the basic <b>excess</b> of \$500 <b>you</b> will also need to pay <b>us</b> the age <b>excess</b> of \$1,250.
Age excess  Total claim payment	\$2,450	We will pay this amount as well as the value of the excesses paid by you to the third party claimant (that is, \$4,200 in total).

## Example 6 - emergency repairs and accommodation after a not-at-fault claim

You have your vehicle insured under a BZI Commercial Motor Insurance policy, with the following details:

Cover type: Comprehensive

Sum insured type: Market value

Basic excess: \$1,000Optional covers: None

While travelling for business purposes in your vehicle you are involved in an accident where the driver of the other vehicle was at fault. At the scene of the accident you capture the name, address, registration plate and insurance details of the other driver and provide them to us as part of notifying us of the claim.

In order to drive **your vehicle** back home **you** need some emergency repairs in the nearest town (which is 300km from where **you** live) and these emergency repairs can only be done the following morning.

Once you return home, we assess your vehicle and determine that the repairs will cost \$7,000 to repair and your vehicle is not considered a total loss under your policy and is safe to repair. You inform us that you would like to use one of our preferred repairer network to perform the repairs and will require a hire car while it is in being repaired and you will arrange that directly with a hire car provider that we agree.

HOW MUCH WE PAY		EXPLANATION
Emergency repair costs	\$300	This is below the limit of \$3,000 for the 'Emergency repairs' additional benefit so <b>we</b> will pay this in full.
Emergency accommodation costs	\$180	Because the journey cannot be completed within the day, <b>we</b> will pay for the night's accommodation in the local town.
Repair costs	\$7,000	We will pay this directly to our preferred repairer.
Hire car costs	7 days x \$80 = \$560	We will reimburse you for the hire vehicle costs under the 'Hire vehicle following fire, theft or not-at-fault accident' additional benefit.
Less excess payable:	\$0	No <b>excess</b> is payable because <b>you</b> were not at fault and able to provide <b>us</b> with the details of the other driver.
Total claim payment	\$8,040	

## **DEFINITIONS**

The following definitions apply to all sections of the **policy** unless defined differently within an individual section. The singular includes the plural and vice versa.

TERM	DEFINITION		
Accident or Accidental	Accident or Accidental means unintended, unforeseen, fortuitous or unanticipated happening or mishap, which is not expected or designed.		
Act of terrorism	An <b>act of terrorism</b> is any act, or preparation in respect of action, or threat of action designed to influence the government of the day or de facto government of any nation or any national political division, or in pursuit of political, religious, ideological or similar <b>purposes</b> to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) of the day or de facto government, and which:		
	involves violence against one or more persons; or		
	involves damage to property; or		
	endangers life other than that of the person committing the action; or		
	creates a risk to health or safety of the public or a section of the public; or		
	is designed to interfere with or disrupt an electronic system.		
Additional insured	Additional insured means:		
	any person in charge of your vehicle with your permission;		
	any passenger in, or on, your vehicle;		
	• your employer, partner or principal when your vehicle is used on behalf of any of them;		
	Australian governments, local governments or statutory bodies when your vehicle is used on behalf of any of them; or		
	the legal representative of a deceased person covered under this <b>policy</b> .		
Agreed value	Agreed Value means the insured amount specified in the policy schedule (this amount includes any standard tools, modifications or accessories) plus the value of any modifications, attachments or non-standard accessories, added to your vehicle that have been specified on your policy schedule.		
Attachments	Attachment means plant that cannot be easily removed and is necessary for the <b>vehicle</b> to operate in the ordinary course of <b>your</b> business.		
BZI	Blue Zebra Insurance Pty Ltd, ABN 12 622 465 838, AFS Licence Number 504130. <b>BZ</b> I acts as an agent of the <b>insurer</b> under a binder agreement.		
Damage or damaged	Damage or damaged means physical loss or destruction.		
Dangerous goods	Dangerous goods means dangerous goods as defined in either the current Australian Code for the Transport of		
	Dangerous Goods by Road or Rail or the current Australian Code for the Transport of Explosives by Road or Rail, as well		
Employee	as any amendments, successor Codes or Standards or similar replacements to the Codes and Standards  Employee(s) means a person(s):		
Employee	employed by you;		
	apprenticed to you;		
	deemed to be your employee by any applicable law;		
	<ul> <li>hired or seconded from another party by you; or</li> </ul>		
	an executive director or officer of <b>your</b> business.		
Event	Event means a single accident or a series of accidents with the same original cause.		
Excess	<b>Excess</b> means the first amount of each claim that <b>you</b> or the person making the claim must pay. In this <b>policy</b> there are a number of different excesses which may apply for any given claim. The amount of these excesses will be shown on <b>your policy schedule</b> or in		



TERM	DEFINITION
	this PDS.
Family	Family means your spouse, de-facto partner, parents, siblings and dependent children.
Hire vehicle costs	Hire vehicle costs means the amount paid by you to hire a replacement vehicle, but does not include running costs, loss or damage to the hire vehicle, any insurance excess or other costs which you may be liable for under the hire vehicle agreement.
Insurer	Insurer means Youi Pty Ltd (Youi), ABN 79 123 074 733, AFS Licence Number 316 511.
Liability	<b>Liability</b> means a person's legal responsibility to pay compensation to another person.
Loss or damage	<b>Loss or damage</b> means sudden physical loss, damage or destruction caused by an unexpected <b>event</b> not otherwise excluded by this <b>policy</b> . The physical loss, damage or destruction must occur at an identifiable time and place.
Malicious damage	Malicious Damage means intentional damage done to your vehicle or other property insured under this policy by someone else without your consent.
Market value	Market value means the amount it would cost to replace your vehicle with a vehicle of the same make, model, age and condition immediately before the loss or damage. Market value includes vehicle registration and compulsory third party insurance, but does not include stamp duty transfer, dealer warranty costs or transfer fees. We may refer to one or more accepted motor vehicle valuation guides used by the motor industry to determine the market value of your vehicle.
Mobile plant	<b>Mobile Plant</b> means a self-propelled <b>vehicle</b> or machine which is not normally registered for on road use and is used for excavating, digging, grading, drilling, lifting, pumping, loading and unloading, vacuuming or other mechanical work.
Modification	<b>Modification</b> means an enhancement that affects the performance or change the characteristics of the <b>vehicle</b> beyond the manufacturer's specification. For example, engine or suspension modifications.
Named driver	A named driver is a driver who is listed on your policy schedule as someone who will drive your vehicle.
Non-standard accessories	<b>Non-Standard Accessories</b> means accessories that were fitted to <b>your vehicle</b> as an optional extra at the factory or accessories that were fitted after the <b>vehicle</b> left the manufacturer.
Not-at-fault accident	When <b>we</b> determine that the driver of <b>your vehicle</b> did not cause or contribute to the <b>accident</b> claimed for, and <b>you</b> are able to give <b>us</b> the full name and address of the person (or people) responsible, and if they were using a <b>vehicle</b> , then each <b>vehicle</b> 's registration number.
Period of insurance	Period of insurance means the time over which your insurance cover is valid, ending on the expiry time and date as shown in your policy schedule unless the policy is cancelled earlier in accordance with the terms in this PDS.
Personal effects	Personal effects means items of clothing, personal belongings, or tools used in connection with your business, but not including:
	mobile electronic devices (such devices include mobile phone, smart watches, tablet devices); or
	cheques, money, credit cards or negotiable instruments.
Policy	<b>Policy</b> means <b>your</b> insurance contract with <b>us</b> which consists of the policy wording, the <b>policy schedule</b> and any Supplementary PDS or any endorsements which amend the policy wording or <b>policy schedule</b> .
Policy schedule	<b>Policy schedule</b> means the relevant policy schedule issued by <b>us</b> . This is a separate document unique to <b>you</b> , which shows the insurance details personal to <b>you</b> and the <b>named drivers</b> . It includes any changes, conditions and exclusions made to suit <b>your</b> or their individual circumstances and may amend the <b>policy</b> .
Preferred repairer	<b>Preferred repairer</b> means a repairer that has been appointed by <b>us</b> as a preferred repairer based on <b>our</b> assessment of their high levels of quality, workmanship, cost effectiveness, efficiency and timeliness.
Premium	<b>Premium</b> means the amount(s) shown in <b>your policy schedule</b> that <b>you</b> have to pay for the cover <b>we</b> provide which is inclusive of Insurance Duty, GST, Emergency Services Levy (where applicable) and any additional government charges. Any fees <b>we</b> charge for roadside assistance are not considered to be part of <b>your</b> premium.
Reasonable repair costs	Reasonable repair costs mean an amount required to repair your vehicle that takes into account:
	• a quote from a repairer of <b>your</b> choice after having been adjusted or reduced by an experienced motor <b>vehicle</b> assessor appointed



TERM	DEFINITION	
	by <b>us</b> to determine the fair cost of those repairs; and	
	• a quote from a <b>preferred repairer</b> (or another repairer chosen by <b>us</b> ) that <b>we</b> may choose to obtain.	
Substitute vehicle	Substitute vehicle means a vehicle that does not belong to you that has been hired or borrowed by you while your vehicle is not in use because it is being repaired, serviced or is not able to be driven as a result of a mechanical breakdown.	
Sum insured	Sum Insured means the insured amount specified in the policy schedule plus the value of any, non-standard accessories, modifications or attachments added to your vehicle that have been specified on your policy schedule. Payment will be made on the insured amount or the market value, whichever is the lesser.	
Sum insured type	Sum insured type means the basis on which we have insured your vehicle and on which we will settle your claim - agreed value, a sum insured or for its market value. Your policy schedule will show whether your vehicle is insured for an agreed value, a sum insured or for market value. Unless otherwise stated the value of your vehicle in this policy will exclude GST.	
Third party	Third Party means a person who is not the Insured named on your policy schedule, or is not a person to whom cover is provided by this policy as a driver or user of your vehicle.	
Tool of trade	<b>Tool of Trade</b> means use or operation of <b>your vehicle</b> for excavating, digging, grading, drilling, lifting, pumping, vacuuming or other mechanical work, other than for:	
	• loading and unloading goods onto or from a <b>vehicle</b> , by use of a crane mounted on that <b>vehicle</b> ; or	
	transit to or from or within a work site; or	
	transport or haulage.	
Total loss	Total loss means when, in our opinion, your vehicle is either:	
	so badly damaged that it would not be safe or economical for it to be repaired; or	
	• stolen and not recovered within 14 days of <b>you</b> notifying the police of the theft and <b>we</b> are satisfied that your claim is in order.	
Vehicle (or your vehicle)	Vehicle means any type of machine intended to be propelled on wheels or self-laid tracks by means other than human or animal power; but excludes rail and tram rolling stock. It includes its standard tools, standard modifications and accessories, as supplied by the manufacturer and any agreed modifications, attachments, or non-standard accessories fitted which are noted on your policy schedule or otherwise specifically covered by the policy. Vehicle does not include a caravan permanently on site or which is used as a permanent residence, or a motorised caravan, campervan, or motor home.	
We, <b>us</b> , our	Blue Zebra Insurance Pty Ltd (BZI) ABN 12 622 465 838, AFS Licence Number 504130 to the extent it is acting as an agent of the <b>insurer</b> under a binder agreement, or otherwise the <b>insurer</b> .	
You, your or yours	In this <b>policy you</b> or <b>your</b> means all the people named as the insured on <b>your policy schedule</b> .	



## **FINANCIAL SERVICES GUIDE (FSG)**

This Financial Services Guide (FSG) is an important document designed to help you decide whether to use the financial services offered. It contains information about how Blue Zebra Insurance Pty Ltd, ABN 12 622 465 838, AFSL 504130 (BZI) administers the policy and arranges the Policy.

## What financial services are provided?

BZI holds an Australian Financial Services Licence (AFSL) that allows BZI to provide you with general financial product advice about this Motor Insurance product and to arrange this product. From 1 January 2022 BZI is also authorised to provide claims handling and settling services. BZI is responsible for the provision of these services under its own AFSL.

BZI acts under a binder authority from Youi (the insurer), who is the issuer of this product. This means that BZI can bind the insurer with this policy and can handle or settle claims on behalf of the insurer. BZI acts for the insurer when providing these services. You can find full details of BZI and the insurer on page 3 of the PDS.

Any advice given to you by BZI about Motor Insurance will be of a general nature only and will not take into account your personal objectives, financial situation or needs. You need to determine whether this product meets your needs.

## How are we paid?

BZI is paid a commission by the insurer when you buy this motor insurance policy. This commission is included in the premium that you pay and may be up to 7% of the premium paid excluding any government taxes and levies. BZI receives this commission from the insurer after you have paid the premium.

BZI may also add an agency fee to the premium that is charged. Any agency fee will be noted on your policy schedule.

BZI may also receive a share of the profit earned by the insurer if the insurer makes an underwriting profit in accordance with the underwriting targets it has set. This amount is calculated and paid retrospectively only when the insurer exceeds its underwriting targets in a given year.

BZI employees are paid an annual salary and may be paid a bonus based on business performance.

#### Further information

For more information about remuneration or other benefits received for the financial services provided, please ask your intermediary or contact us using the details noted in this document within a reasonable time of receiving this FSG and before you choose to buy this product.

## **Complaints**

If you have a complaint about the financial services provided by BZI in relation to this product please refer to the "Dispute Resolution" section of the PDS on page 5 for details of the complaint resolution process.

## What professional indemnity insurance arrangements do we have in place?

BZI holds professional indemnity insurance covering errors and mistakes relating to the provision of financial services provided by BZI and our employees (even after they cease to be employed). BZI's policy meets the requirements of the Corporations Act 2001 (Cth).

## Who is responsible for this document?

The insurer is responsible for the PDS. BZI has authorised the distribution of this FSG. This Combined FSG and PDS was prepared on 7 July 2023.



BZ\_CMV\_PDS\_FSG\_20230801



# **CONTACT DETAILS**

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