



# Not for Profit Motor Vehicle Product Disclosure Statement and Policy Document

(Issued 1 May 2021)



Making a real difference to the way insurance is provided  
to the Not for Profit sector

## Community Underwriting - Our Story

Community Underwriting operates under a unique business model in the Australian insurance market.

Our story begins over 25 years ago when the NSW Meals on Wheels Association assisted a few member Services that were having difficulty obtaining insurances at a reasonable cost.

That grew over the next twenty years into a comprehensive insurance facility assisting over 800 Not for Profits around Australia. In 2014 we created a change in the way that the facility provided insurance to Not for Profit organisations.

Today we are an underwriting agency majority owned by our larger Not for Profit clients, returning our surplus funds back into the sector.

Our 25 year heritage and being uniquely owned by the sector gives us a level of knowledge and empathy that is difficult to match in a corporate insurance organisation.

Our business model is tangible proof of this difference. Each year seventy percent of our surplus is returned to our Not for Profit shareholders as donations.

A further five percent of our surplus is set aside each year to fund a small grants program for our non shareholder clients. Our insurer partners add to this grants pool to enable us to expand even further the number of clients that we are able to assist.

Join us in making a real difference to the way insurance is provided in our sector.

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Insuring Not for Profits - It's All We Do

Community Underwriting Agency Pty Ltd  
ABN 60 166 234 715  
AFS License No 448274

# Part A: Important Information and Product Disclosure Statement

## About Community Underwriting

Community Underwriting Agency Pty Ltd (Community Underwriting) acts under a binding authority as Agent for Mitsui Sumitomo Insurance Company Ltd (MSI) to issue, vary and cancel policies on MSI's behalf. In all aspects of this Policy, Community Underwriting acts as an agent for MSI, the Insurer and not for the Insured.

## About The Insurer

Mitsui Sumitomo Insurance Company Ltd (MSI) ABN 49 000 525 637 AFS License No. 240816 is part of the Tokyo listed MS & AD Insurance Group with a global network of offices across 42 countries and regions.

## Why is this Document Important - General Advice

Any general advice that may be contained within this PDS or accompanying material does not take into account anyone's individual objectives, financial situation or needs. Such matters should be considered in determining the appropriateness of this product. Consideration also needs to be given to whether the limits, type and level of cover are appropriate.

## Applying for Cover

To apply for cover You should contact Your adviser who will arrange an insurance quotation on Your behalf. Your adviser can help tailor a level of cover that best suits Your needs. Your adviser will require you to complete a proposal form which we will then review to assess the basis on which we are prepared to offer insurance cover to you.

If You decide to accept the terms of a quotation issued by Us we will issue Your adviser with a Policy Schedule. The Schedule will contain important information relevant to Your Policy including the Period of Insurance, premium, details of Your Vehicle(s), the Excess(s) that will apply and whether any standard terms have been varied by way of endorsement.

We will send Your adviser a renewal notice before the Policy expiry date and time shown in the Policy Schedule which will state whether We will offer to renew Your policy and on what terms.

## Summary of Cover

### Section 1 - Material Damage to Your Vehicle

This provides You with cover for Loss or Damage to Your Vehicle occurring within Australia per Period of insurance for up to the Market Value, Agreed Value or the Sum Insured, whichever is the lesser, but not exceeding the amount noted in the Policy Schedule.

### Summary of Included Benefits under Section 1:

<b>Total Loss of New Vehicle</b>	Vehicle replacement or payout for replacement within 2 years of original manufacture
<b>Total loss of Leased / Financed Vehicles</b>	We will pay up to 25% greater than the Market Value of Your Vehicle
<b>Shortfall in Input Tax Credit</b>	We will pay the shortfall between the GST payable by You to repair or replace the Vehicle and the amount of Input Tax Credit to which You are entitled.
<b>Substitute Hire Vehicle(s)</b>	Reasonable costs up to \$3,000 per claim if stolen
<b>Removal of Debris</b>	Reasonable costs up to \$50,000 per claim
<b>Emergency Services</b>	Reasonable costs up to \$50,000 per claim
<b>Signwriting</b>	We will pay reasonable costs of replacement up to \$10,000 per claim
<b>Repatriation of a Repaired Vehicle</b>	Reasonable costs up to \$5,000 per claim
<b>Repatriation of a Driver</b>	Reasonable costs up to \$5,000 per claim
<b>Reward for Recovery</b>	Reasonable costs up to \$5,000 per claim
<b>Emergency Repairs</b>	Reasonable costs up to \$5,000 per claim
<b>Funeral Expenses</b>	Reasonable costs up to \$10,000 in any one period of Insurance
<b>Emergency Accommodation</b>	Reasonable costs up to \$2,500 per claim

<b>Employees' Personal Effects</b>	Reasonable costs up to \$3,000 per claim
<b>Windscreen and Glass</b>	Where Your Vehicle is less than 4.5 tonnes GVM Your Excess(s) is waived in any one Period of Insurance
<b>Cost of Removal or Retrieval</b>	Reasonable costs up to \$50,000 per claim
<b>Keys and Locks</b>	Reasonable costs up to \$5,000 any one vehicle \$10,000 in any one Period of Insurance
<b>Tarps, Gates, Chains, Dogs &amp; Straps</b>	Reasonable costs up to \$5,000 per claim, excluding theft
<b>Accessories</b>	Reasonable costs for fixed accessories up to \$3,500 per claim
<b>Disability Modifications</b>	Reasonable costs up to \$10,000 in any one Period of Insurance

#### **Summary of Optional Benefits under Section 1:**

Apply where You have elected certain Benefit (s) and the Optional Benefit (s) have been added to Your Policy Schedule.

<b>Employees and Volunteers (Insured Vehicles) whilst being used in connection with Your organisation</b>	Loss of no claim bonus, any excess payable and the cost of hiring a hire vehicle for 14 days.
<b>Employees and Volunteers (Uninsured Vehicles) whilst being used in connection with Your organisation</b>	Up to \$50,000 or the market value where not covered by any other insurance.
<b>Downtime</b>	Reimbursement of up to 10 weeks per period of Insurance, or as stated in Your Policy Schedule for one claim in any one Period of Insurance
<b>Substitute Hire Vehicle(s)</b>	We will pay reasonable costs up to \$5,000 or 30 days, or as stated on Your Policy Schedule.
<b>Family Travel Expenses</b>	Reasonable costs up to \$5,000 in any one Period of Insurance

<b>Finance Agreement Repayments</b>	Reasonable costs up to \$8,000 in anyone Period of Insurance
<b>Windscreen and Glass</b>	Where Your Vehicle is greater than 4.5 tonnes GVM Your standard Policy Excess(s) is waived for one windscreen or other window glass per Vehicle in any one Period of Insurance

#### **Section 2 - Third Party Liability Cover**

This provides You (and certain other persons) with cover for legal Liability for Loss or Damage to someone else's property where You have had an accident arising out of the use of Your Vehicle within Australia during the Period of Insurance to the limit of \$30,000,000.

#### **Summary of Included Benefits under Section 2:**

<b>Legal Costs</b>	Incurred with our written consent
<b>Employer</b>	Coverage for employer's losses
<b>Employee use of Your Employee(s) Vehicle(s)</b>	Coverage for employee's and volunteers vehicle
<b>Goods Falling, Loading or Unloading</b>	Coverage to Third Party property Damaged by falling goods
<b>First Aid Costs</b>	Coverage up to \$5,000 expenses reasonably incurred in the giving of first aid
<b>Dangerous Goods</b>	Coverage up to \$500,000 for one Accidental event

#### **Summary of Optional Benefits under Section 2:**

Apply where You have elected certain Benefit (s) and the Optional Benefit (s) have been added to Your Policy Schedule.

<b>Damage to Underground Services</b>	Reasonable costs up to \$500,000 per event
<b>Dangerous Goods</b>	Will pay increased limits shown in Your Policy Schedule for all claims arising from one Accident

<b>Goods on Hook</b>	Reasonable costs up to \$100,000
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### Goods and Services Tax

Where You are registered for GST, You should calculate Your Sums Insured as net amounts (net of input tax credits) and inform Us of those proposed Sums Insured on a GST exclusive basis.

### How to Make a Claim

In the event You decide to make a claim against Your Policy, You need to first contact Your adviser. Claims Procedures are contained in the General Conditions section of the Policy.

Claim settlements will exclude GST.

Where during the Period of Insurance You receive notice of any claim that may be covered under this Policy of insurance, You shall give notice to Us as soon as is reasonably practicable.

### Confirming Transactions

You may contact Us, in writing or by phone, to ask Us to confirm any transaction under the Policy if You or Your Broker does not already have the required confirmation.

### Vehicle Repairs

If your vehicle is damaged and repairable, and we agree to pay a claim for partial loss, we will require you to obtain a quote from a repairer of your choice. If you do not know of any repairer(s), we can suggest a number in your local area.

We will authorise any repairs that are reasonably and necessarily required to repair your vehicle. Any repairer we authorise to repair your vehicle may sub-contract some of the repairs to a person of their choice. This will usually occur when the repairer is unable to perform the repairs itself. You must not authorise the repair of your vehicle without our prior agreement.

Any parts used in the repair of your vehicle will be new or consistent with the age and condition of your vehicle. When we approve repairs, we will provide you with a guarantee on repairs against any defect due to workmanship or faulty materials following a claim, for the life of the vehicle and while you own the vehicle.

## Section 1 & 2 - General Extensions

<b>Automatic Vehicle Inclusion</b>	Newly acquired Vehicles up to \$125,000 for commercial vehicles and \$65,000 for other vehicles.
<b>Sea Transportation</b>	We will pay any general average and salvage charges whilst Your vehicle is being transported between Australian sea ports
<b>Cross Liability</b>	Waived rights of subrogation against named parties

We provide cover up to the amount(s) and limits specified in the Policy and subject to its other terms, conditions and exclusions. All amounts insured exclude GST. Refer to the Policy for details of the basis on which We settle valid claims.

Before You decide to purchase this Motor Insurance product please ensure it meets Your insurance needs.

If You do not sufficiently insure Your Vehicle(s), You may have to bear the uninsured proportion of any Loss or Liability.

## Section 1 & 2 - Excesses

An Excess is part of a claim to which You must contribute. The basic Excess is shown in Your Schedule. Please note that Your Policy may require you to pay additional Excess(s).

## Section 1 & 2 - Exclusions / Conditions / Cancellation

We may refuse to pay, or reduce the amount We pay in certain circumstances. In particular:

- where an exclusion applies;
- if You do not comply with the terms and conditions of the Policy;
- if You do not comply with Your duty of disclosure or if You make a misrepresentation; or
- if You make a fraudulent claim We are entitled to cancel the Policy in certain circumstances permitted by law.

## Premium Calculation

Your Policy is subject to payment or agreement to pay the premium by the agreed time. In order to calculate the premium, various factors are considered, including:

- type of Vehicle(s)
- radius travelled
- value of Vehicle(s)
- type of Goods transported
- type of cover requested
- location and operational radius of the Vehicle(s)
- Your claims history from prior 5 years
- risk management procedures undertaken by Your business
- number of years You have been in business.

When You apply for Your Policy and We offer You cover under Your Policy, You will be informed of the total amount payable.

### ***Burning Cost Premium Adjustment (Applicable only if your policy is endorsed for this option)***

Should You make any claims, then premium adjustments may be made at policy expiry.

### ***Claims Experience Discount (Applicable only if your policy is endorsed for this option)***

In the event that You do not renew Your insurance policy with Us for a further 12 months, You will not be entitled to any premium rebate.

## The Duty of Disclosure

### ***Your duty of disclosure***

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

If We ask you questions that are relevant to Our decision to insure You and on what terms, You must tell us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until We agree to insure You.

### ***If You do not tell Us something***

If You do not tell us anything You are required to tell Us , We may cancel Your contract or reduce the amount We will pay You if You make a claim or both in accordance with Our rights at law, including under the Insurance Contracts Act 1984 (Cth).

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed in accordance with Our rights at law, including under the Insurance Contracts Act 1984 (Cth).

### ***Renewal of Eligible Contracts of Insurance***

#### ***Your duty of disclosure***

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

If We ask you questions that are relevant to Our decision to insure You and on what terms, You must tell us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

Also, We may give You a copy of anything that You have previously told Us and ask You to tell us if it has changed. If We do this, You must tell us about any change or tell Us that there is no change.

You have this duty until We agree to renew the contract.

#### ***If You do not tell Us something***

If You do not tell us anything You are required to tell Us , We may cancel Your contract or reduce the amount We will pay You if You make a claim or both in accordance with Our rights at law, including under the Insurance Contracts Act 1984 (Cth).

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed in accordance with Our rights at law, including under the Insurance Contracts Act 1984 (Cth).

### ***Renewal***

Prior to Your Policy expiry we will inform you whether we intend to offer renewal of your Policy and if so, on what terms and conditions. If we decide to offer renewal, you will receive a notice setting out the renewal terms, conditions and premium payable to renew the Policy. It is important to check the renewal terms before renewing your Policy in order to check the Sums Insured reflecting Your Vehicle market values (less GST) are correct, the Excess(s), terms and conditions providing cover are sufficient and appropriate for your insurance needs. During renewal, you still have to discharge Your Duty of Disclosure to us.

### **Cooling Off Period**

After this insurance commences or you renew your policy for another period of insurance you have 14 days as a “cooling off period”. Should you wish, and provided you have not made a claim you can cancel your insurance from the day cover began or was renewed. We will then refund in full any money you have paid.

### **Cancellation of Your Policy**

After this insurance commences or you renew your policy for another period of insurance you have 14 days as a “cooling off period”. Should you wish, and provided you have not made a claim you can cancel your insurance from the day cover began or was renewed. We will then refund in full any money you have paid.

You may cancel Your Policy at any time by notifying Us in writing, or by informing Your broker who must then inform Us of Your notice to cancel the Policy. If You cancel the Policy within the Policy term and have not had any claims and can provide a statutory declaration confirming no claims incurred between the inception date and proposed lapse date, We will refund the proportionate time on risk premium amount, less 10% administration fee.

### ***Cancellation of Your Policy by Us***

We may cancel Your Policy where permitted by law including under the Insurance Contracts Act 1984 (Cth). The reasons why We may wish to cancel Your Policy include but are not limited to the following circumstances:

- If You failed to comply with Your Duty of Disclosure and We were disadvantaged, in our accepting a risk which We would not have ordinarily accepted had We known of the circumstances.
- If You deliberately misrepresented information, or withheld information during the risk assessment, evaluation and offer of insurance, prior to Us accepting and issuing Your Policy.
- If You have failed to comply with the terms and conditions of the Policy, including any non-payment of premium.
- If You have made a fraudulent claim under Your Policy, or under another contract of insurance which provides cover over the same duration in which Our Policy provides cover.

Should We choose to cancel Your Policy, We will provide You three days’ notice in writing informing of the cancellation date. We will write to You, or Your Broker at the address last notified to Us.

Should We decide to cancel Your Policy, We may elect to deduct a premium amount for time on risk and any taxes, commissions and charges We cannot recover, plus reasonable administration costs, but not exceeding 10% of the initial premium plus any endorsements or Optional benefits accepted since Policy inception.

If You have lodged a claim against Your Policy and We have agreed to pay the claim, there will be no return of unused premium to You, unless You have elected for a Burning Cost premium option shown in Your Schedule and the Policy claims meet the formula criteria agreed and entered into at the Policy offer and inception and any such refund is issued post expiry, or lapse date by 90 days.

### ***Cancellation of Your Policy by Us and Premium Funders***

Where Your policy has been cancelled by You, or We have exercised Our rights by law and cancelled Your Policy, and Your premium has been funded by a premium funding company, We will refund the unexpired portion of premium directly to the premium funder. This is subject to the Policy being claims free.

### ***Confirming Transactions***

You may contact Us, in writing or by phone, to confirm any transaction under the Policy if You or Your insurance broker do not already have the required Policy confirmation details.

### **Subrogation Arrangements**

Where another person would be liable to compensate You for any Loss or Damage otherwise covered by the insurance, but, without Our consent You have agreed with that person either before or after the Loss or Damage occurred that You would not seek to recover any monies from that person, the Insurer will not cover You under the Policy for such Loss or Damage.

### **Privacy Statement**

#### ***Privacy Statement***

We collect personal information when you deal with Us, our agents, or suppliers acting on Our behalf. We use Your personal information so we can do business with You, which includes issuing and administering Our products and services and processing claims. Sometimes We might send Your personal information overseas.

### ***Purpose for collection of information***

The personal information We collect from You or Your insurance broker enables us to provide our products and services. This may include processing, investigating and settling claims; offering products and services that may be of interest to You and conducting market research for products and services that may be relevant to You.

### ***Disclosure of Information that you provide to us***

We will only use the information in accordance with the terms of the Privacy Policy.

Without limiting the application of the Policy We may disclose personal information to other individuals or organisations in connection with Your claim, including legal advisors, other parties, other lawyers, experts and witnesses, courts and tribunals and other organisations that need to be involved in the matter. By submitting Your notification and continuing to deal with Us You consent to Us and these parties collecting, using and disclosing personal and sensitive information about You for these purposes. By signing the claim form You are consenting to the above.

We will do our best to ensure that they protect the information in the same way that We do. We may provide this information to others if We are required to do so by law or under some unusual other circumstances which legislation permits.

### ***Direct Marketing***

We do not disclose personal information that we collect to a third party for the purpose of allowing them to direct market their products and services unless you have given us your permission for us to do this.

### ***Further Information***

If you would like further information, please review the full Privacy Policy at [www.communityunderwriting.com.au](http://www.communityunderwriting.com.au) and [www.msi-oceania.com](http://www.msi-oceania.com) or if you have any complaints or concerns over the protection of the information you have given to us or that we have collected from others, contact:

Community Underwriting Agency Pty Ltd  
P.O. Box 173, Balmain NSW 2041  
Telephone 02 8045 2580

Mitsui Sumitomo Insurance Company Limited

Level 18, 1 Bligh Street  
Sydney, NSW 2000  
Telephone 02 9222 7600  
Facsimile 02 9232 7006



## Part B: Policy Wording

### Definitions and Interpretations

Headings and notes are for information purposes only and are not to be construed as part of this insurance. In the Policy some words (whether expressed in the singular or plural) have a special meaning as set out below.

**Accident or Accidental** means an unexpected, unintended, unanticipated incident, or series of incidents arising out of one event.

**Act of Terrorism** means an act including, but not limited to, the use or threat of force or violence 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) which, from its nature or context, is committed for, or in connection with, political, religious, ideological, ethnic or similar purpose or reasons, including the intention to:

- influence any Government
- put the public or any section of the public in fear.

**Agreed Value** means an amount listed in Your Policy Schedule or, if that amount exceeds 125% of the Market Value of Your Vehicle, then it means 125% of the Market Value of Your Vehicle.

**Cover** means the insurance protection provided by Your Policy as specified in Your Schedule.

**Damage(d)** means physical loss, destruction or damage.

**Dangerous Goods** means substances or materials listed in the Australian Code for the Transport of Dangerous Goods by Road and Rail or similar code, in force at the time of the Accident.

**Downtime** means the period of time during which You are unable to use Your Vehicle due to any Accidental Damage or theft covered by this Policy as specified in Your Schedule.

**Driver** means any appropriately Licenced and experienced person authorised to drive Your Vehicle.

**Employee(s)** means any person(s) employed by You under a contract of service. Employee includes:

- a) volunteers, and
- b) students on work experience.

**Endorsement** means a term which We have added to Your Policy and is shown on Your Schedule that alters Your Policy's scope or application and which may limit or increase Your Cover.

**Excess(s)** means the amount specified in Your Schedule and elsewhere in Your Policy which You must contribute to each and every claim.

**Finance Agreement** means any written lease agreement, hire purchase agreement or loan agreement between You and an Australian licensed and regulated financial provider.

**Fixed Costs** means any pre-existing cost to Your business that relates to Your business which would apply regardless of the use of Your Vehicle(s).

**Goods** mean freight transported by Your Vehicle or Your Driver(s) Vehicle for hire and reward.

**Goods On Hook** means Goods fastened to, or connected to, Your Vehicle whilst being Loaded or Unloaded, moved, lifted or positioned by a lifting device.

**GST** means Goods and Services Tax.

**GVM** means Gross Vehicle Mass and is the maximum weight of a loaded vehicle as specified by the manufacturer, including its own weight with fuel and driver.

**Headings** have no special meaning in Your Policy. They are just descriptive.

**Immediate Family** means parents, grandparents, spouses, de-facto partners, siblings and dependent children.

**Included Accessories** means those accessories not fitted by Your Vehicle manufacturer as Standard/ Optional Accessories, but which are fitted to upgrade or improve Your Vehicle.

**Included Benefit(s)** means benefits that are included in Your Policy, provided the Loss exceeds any Excess(s) payable by You and are not Optional Benefits.

**Indemnity Limit** means the sum shown in the Your Schedule which is available to indemnify You in respect of any one Claim and in the aggregate during the Period of Insurance.

**Input Tax Credit** has the meaning given in the A New Tax System (Goods and Services) Act 1999.

**Insured** means person(s) or business entity named in Your Schedule.

**Liability** or Liable means legal Liability to a Third Party.

**Licence(d)** means a person holding a valid permit that describes a right to operate particular types of Vehicle(s) or Mobile Plant.

**Loading / Unloading** means the action of placing goods onto, or off, Your Vehicle while stationary.

**Loss** means Accidental Damage to Your Vehicle caused during the Period of Insurance and not otherwise excluded by this Policy.

**Market Value** means Our reasonable assessment of the value of Your Vehicle immediately prior to Loss. This assessment will be made considering age, make, model, fitted options or modifications, signage, kilometres travelled and general condition of the Vehicle. We may use recognised industry publications to assist Us in calculating the amount. Market Value does not include costs of registration, compulsory third party insurance, stamp duty and transfer fees, dealer warranty costs of dealer delivery.

**Mobile Plant** means a Vehicle or machine, which is used for digging, drilling, lifting, pumping, spraying, loading, unloading Vehicles, or other related activities, other than specific on-road use, and which is attached to Your Vehicle, but which is not registered for road use.

**Nominated Driver** means any Driver employed to drive Your Vehicle who has completed a driver questionnaire and who has been approved by Us and listed in Your Schedule.

**Non-owned Trailer(s)** means any trailer(s) that is owned by a Third Party and is in Your care, custody and control.

**Optional Benefits** means additional benefits listed on Your Schedule and for which You have paid premium, provided the Loss exceeds any Excess(s) payable by You.

**Period of Insurance** means the period shown in Your Schedule.

**Policy** means the combination of this document, Your proposal form, Schedule, Optional Benefits, Endorsements and any other information We have considered in providing You with this offer of insurance in writing.

**Pollutant(s)** means any solid, liquid or vapour, thermal irritant, smoke, soot, fumes, acid, alkalis, chemical, asbestos, electromagnetic, radioactive or waste material, in quantities deemed toxic or harmful.

**Property** means tangible property.

**Schedule** means the document titled Schedule that relates to this insurance containing details of Your specific covers under Your Policy by listing the most recent information about Your Vehicle(s) and any other endorsements to Your Policy and is identified by use of the corresponding Policy number.

**Standard / Optional Accessories** are those which are fitted to Your Vehicle by the manufacturer as standard or optional equipment on a specific model.

**Sum Insured** means the amount shown in Your Schedule as "Sum Insured".

**Third Party** means a person other than You and to whom cover is not provided under Your Policy.

**Third Party Property** means Property owned by a Third Party or for which the Third Party is legally responsible.

**Total Loss** means We consider that Your Vehicle is irreparable or uneconomical to repair.

**Vehicle** means the motor Vehicle(s), Mobile Plant, trailer(s) or gates which are attached to Your Vehicle and are described in Your Schedule including signwriting, manufacturer's standard tools and accessories, or other accessories or appliances that are declared by You in the proposal form whilst attached to, on, or within Your Vehicle.

**We, Us and Our** means Community Underwriting Agency Pty Limited (ABN 60 166 234 715 AFS License No 448274) as agent for Mitsui Sumitomo Insurance Company Ltd (ABN 49 000 525 637 AFS License No 240816)

**You and Your** means the Insured named in the Schedule.

Subject to the terms and conditions of this Policy and upon payment of the premium and any applicable Excess, We will cover You against Loss or Liability that occurs within Australia, during Your Period of Insurance.

## Section 1 - Cover For Your Vehicle

If You suffer a Loss, We will, at Our sole discretion, arrange to repair Your Vehicle, pay You the cost of the repairs to Your Vehicle (less GST), or pay You the cost of replacement of Your Vehicle (less GST), provided the payment does not exceed whichever is the lesser of the Market Value or the Sum Insured.

If the cost of repairs to Your Vehicle is more than its Market Value (less any amount We can obtain for the salvage and Your Excess) We may treat it as a Total Loss and pay You the Market Value.

When a Total Loss payment has been made, the Cover on Your Vehicle is cancelled with no refund of premium and at Our discretion the Vehicle or any salvage of the Vehicle becomes Our property.

### Section 1 - Included Benefits

#### *Total Loss of New Vehicles*

If You suffer Loss and We consider that Your Vehicle is a Total Loss, and Your Vehicle was first registered less than 2 years before the Accident, We may replace Your Vehicle with a Vehicle of a similar make and model, or, at Your discretion, pay You the Market Value.

#### *Total Loss of Leased / Financed Vehicles*

If You suffer a Loss and We consider that Your Vehicle is a Total Loss and the Market Value of Your Vehicle is less than the amount owing by You under Your Finance Agreement for that Vehicle, We will pay the lesser of 125% of the Market Value of the Vehicle or the actual payout figure on the Finance Agreement at the time of the Accident, less any discount in respect of:

- finance charges; or
- interest

for the unexpired term of such Finance Agreement on a date not exceeding 30 days after the date of the Accident.

However, this Included Benefit will not apply where You are more than 30 days in arrears under the Finance Agreement for Your Vehicle at the time of the Accident or where Your Total Loss is as a result of fire or theft.

#### *Shortfall in Input Tax Credit*

If You suffer a Loss and We pay You for the cost of the repairs to Your Vehicle or the cost of the replacement of Your Vehicle and there is a shortfall between the GST payable by You to repair or replace the Vehicle, and the amount of Input Tax Credit to which You are entitled, We will pay this shortfall. The most that We will pay for the repair or replacement costs and the shortfall is the Sum Insured for Your Vehicle noted in Your Policy Schedule.

#### *Substitute Vehicle(s)*

If Your Vehicle has been stolen and it is less than 4.5 tonne GVM, We will pay up to a maximum of \$3,000 for Your reasonable costs of hiring a similar Vehicle for a maximum of 30 days, or until Your Vehicle is returned to You in a driveable condition, whichever the lesser.

#### *Removal of Debris*

We will pay up to a maximum of \$50,000 for the reasonable costs and charges to clean up or remove debris resulting from Goods falling or leaking from Your Vehicle. Payment of this Included Benefit applies in excess of any inland marine, or road freight cargo insurance policy intended to insure freight in transit, or in Your care custody and control.

#### *Emergency Services*

If You suffer a Loss and You incur emergency services charges as a result of that Loss, We will pay up to a maximum of \$50,000 for the attendance of the emergency services.

#### *Signwriting*

If You suffer a Loss, We will pay up to a maximum of \$10,000 for the reasonable costs of replacement of signwriting or fixed advertising signs, murals, or art work that formed a permanent part of Your Vehicle at the time of Loss.

#### *Repatriation of a Repaired Vehicle*

If You suffer a Loss, We will pay up to a maximum of \$5,000 for the reasonable costs incurred in returning Your Vehicle to Your nearest premises.

### ***Repatriation of a Driver***

If You suffer a Loss, and the Driver of Your Vehicle and Your Damaged Vehicle are more than 150km from Your nearest premises, We will pay up to a maximum of \$5,000 for the reasonable costs incurred in returning Your Driver to Your nearest premises.

### ***Reward for Recovery***

If You suffer a Loss because Your Vehicle has been stolen, We may, at our sole discretion, approve payment up to a maximum of \$5,000 for a reward to a person (other than a person known to You) who provides information which secures the full recovery and safe return of Your Vehicle.

### ***Emergency Repairs***

If You suffer a Loss, We will pay up to a maximum of \$5,000 for the reasonable cost of temporary repairs that are required to move Your Vehicle to a place of safety.

### ***Funeral Expenses***

If You suffer a Loss and You, or Your Driver is deceased as a result of the Accident, We will pay up to a maximum of \$10,000, per period of insurance, for funeral expenses to the deceased's next of kin.

### ***Emergency Accommodation***

If You suffer a Loss and Your Vehicle cannot be driven, We will pay up to a maximum of \$2,500 for essential emergency accommodation for the Driver.

### ***Employees' Personal Effects***

If You suffer a Loss, We will pay up to a maximum of \$3,000 for the reasonable cost of the Driver's and any accompanying passengers personal effects (excluding money) that have not otherwise been declared as additional Included Accessories, which have been Damaged as a direct result of the Accident.

### ***Windscreen and Glass***

If Your Vehicle is less than 4.5 tonnes GVM, and Your windscreen or other window glass is Damaged in an Accident, We will waive the payment of the Excess for that claim. This Included Benefit is limited to one windscreen, or other window glass, per Vehicle in any one claim in any one Period of Insurance.

### ***Cost of Removal or Retrieval***

If You suffer a Loss and Your Vehicle is unable to be driven, We will pay up to a maximum of \$50,000 to move Your Vehicle (excluding debris or load) to the nearest repairer, or to a place of safety, or to any other location approved by Us.

### ***Keys and Locks***

If the keys to Your Vehicle are lost or Damaged or there are reasonable grounds to suspect Your keys may have been duplicated, We will pay up to a maximum of \$5,000 any one vehicle and \$10,000 per event to replace Your Vehicle keys and/or locks. This Included Benefit is limited to one claim any one Period of Insurance.

No excess will apply if there is no other loss or Damage to Your Vehicle.

### ***Tarps, Gates, Chains, Dogs, Straps***

If You suffer a Loss and Your load binding equipment, tarps, gates, chains, dogs or straps are Damaged, excluding theft, We will pay a maximum \$5,000 to repair or replace the binding tarps, gates, chains, dogs or straps. However this Included Benefit will not apply to any theft claim unless Your Vehicle has been stolen at the same time.

### ***Accessories***

If You suffer a Loss, We will pay up to \$3,500 for the reasonable cost of replacing or repairing fixed accessories, such as radio, TV, CB / UHF Radio, CD/ DVD player and refrigerators, provided they have been disclosed and are listed in the Schedule as Standard / Optional Accessories, or as Included Accessories.

### ***Disability Modifications***

If You or Your Driver are permanently disabled from driving the Vehicle as a result of the Accident, We will pay You the reasonable costs up to a maximum \$10,000 in any one Period of Insurance for the sole purpose of enabling You to modify Your Vehicle thereby enabling You, or Your Driver to safely continue operating Your Vehicle.

## Section 1 - Optional Benefits

If You suffer a Loss and You have elected to add any of the following Optional Benefits to Your Policy and those Optional Benefits appear on Your Schedule then:

### ***Employees and volunteers Insured Vehicles***

We will cover the Vehicles of your Employees or volunteers if they are lost or damaged while being used in the course of their employment or authorised volunteer work with you and provided that:

- your Employee or volunteer owns the vehicle; and
- the vehicle is insured under another motor vehicle insurance policy which provides the Cover specified under Section 1 of this policy.

The most we will pay for this optional benefit is:

- compensation for the loss of the Employee or volunteer's no claim bonus for one renewal period only;
- the amount incurred by the Employee or volunteer for the excess of any other motor vehicle insurance policy;
- the cost of hiring a "small" category hire vehicle. We will pay this cost until the Employee or volunteer's vehicle is repaired or replaced, or for a maximum of 14 days of hire. We will only pay these costs if they are not covered by any other motor vehicle insurance policy.

### ***Employees and volunteers that are Not Indemnified Under their Own Insurance Policy***

We will pay up to \$50 ,000 or the Market Value (whichever is the lesser) for loss or damage to any vehicle owned by your Employees or volunteers if the loss or damage occurs while they are using their vehicle in the course of their employment or volunteer work.

This Optional Benefit will only apply where the vehicle is insured under another motor vehicle insurance policy which provides the cover specified under this policy and that insurance policy does not indemnify the Employee or volunteer.

This Optional Benefit will not apply where the other insurance policy does not provide indemnity as a result of a breach by You or the Driver of any legislation relating to Vehicles or in connection with any of the General Exclusions of this Policy.

### ***Downtime***

If Your Vehicle is repairable, We will reimburse You for up to a maximum of 10 weeks for Your reasonable net losses caused by the Downtime of Your Vehicle directly caused by the Loss where the Downtime occurs during the Period of Insurance provided that:

1. You have obtained a substitute vehicle of a similar type, or You have exhausted all reasonable options to obtain a substitute vehicle, and
2. You have taken all reasonable steps to minimise the Loss.

This Optional Benefit is limited to one claim in any one Period of Insurance for Vehicles specified in Your Schedule.

### ***Substitute Hire Vehicle(s)***

Where your Vehicle has been involved in an Accident We will pay up to the lesser of \$5,000 or 30 days hire, or until Your Vehicle is repaired or replaced, for the reasonable costs to hire a replacement Vehicle of a similar type.

### ***Family Travel Expenses***

If You, or Your Driver are injured and require immediate hospitalisation as a result of the Accident, We will pay the reasonable costs, up to a maximum of \$5,000 in any one Period of Insurance for travel, accommodation, meals and related expenses for You or Your Driver(s) Immediate Family to attend You or Your Driver whilst hospitalised. This Optional Benefit is subject to the hospital being greater than 150 km from the Driver's home.

### ***Finance Agreement Repayments***

If Your Vehicle is subject to a Finance Agreement entered into prior to any Loss and You cannot use Your Vehicle as a result of such Loss, We will pay, up to a maximum of \$8,000 for Your Finance Agreement repayments for the Vehicle from the date of Loss to the date of completion of repairs to Our satisfaction, or the reasonable period for the repairs, or if Your Vehicle is a Total Loss, for a period of 14 days after the Loss.

### ***Windscreen and Glass***

If Your Vehicle is greater than 4.5 tonnes GVM, and Your windscreen or other window glass is Damaged in an Accident, We will waive the payment of the Excess for that claim. This Optional Benefit is limited to one windscreen, or other window glass per Vehicle in any one Period of Insurance.

## Section 1- Specific Exclusions

We will not pay for any Loss caused by or in connection with:

### 1. Repair of Pre-existing Damage

The costs of repairing Damage caused or existing before the Accident or before Your Policy commenced.

### 2. Consequential Loss

Consequential Financial or Non Financial Loss because You cannot use Your Vehicle, unless specifically covered in Your Policy. This includes but is not limited to direct or indirect loss of use or enjoyment, loss of profits or increased operating costs, loss of depreciation or reduction in working life.

### 3. Depreciation Wear and Tear etc

Depreciation, wear and tear, rust, corrosion or mechanical, structural, electrical or electronic breakdown or failure, or non-performance.

### 4. Tyre Damage

Damage to Your tyres by application of brakes or by road punctures, cuts, bursts, blowouts, loss of tread, or Damage to Your Mobile Plant tracks. This Specific Exclusion only relates to tyre damage.

### 5. Hardening or Setting of Concrete, Bitumen

Hardening or setting of concrete, bitumen or other similar such compounds, unless You have taken reasonable steps to remove such compounds prior to them setting in Your Vehicle.

### 6. Failure to Safeguard Your Vehicle

Loss if You have not taken reasonable steps to protect or safeguard Your Vehicle.

### 7. Operating Your Vehicle beyond Manufacturer's Limits

Loss caused by operating Your Vehicle or Mobile Plant beyond the manufacturer's limits.

### 8. On Road Cost

On road costs where Your Vehicle is deemed a Total Loss.

### 9.0 GST/Fines

Any GST, or any fine, penalty or charge for which You are Liable arising out of Your misrepresentation of, or failure to disclose Your actual Input Tax Credit entitlement in the settlement of any claim or premium relating to the Policy.

### 10.0 Tarps, Gates, Chains, Dogs, Straps

Theft of tarps, gates, chains, dogs, and/ or straps in the event of Your Vehicle being left unattended at any time unless there has been Damage to Your Vehicle.

## Section 2- Liabilities to Third Parties

The maximum amount that We will pay in respect of Section 2, is \$30,000,000 for any one Accident in the aggregate during any one period of Insurance. We will pay the amount which:

1. You; or
2. any person driving, using or in charge of Your Vehicle with Your consent; or
3. any passenger getting in, or getting out of Your Vehicle
  - a. may be held Liable to pay for Third Party Property Damage as a result of an Accident arising out of the use of Your Vehicle, which occurs during the Period of Insurance; and/or
  - b. may be held Liable to pay for personal injury or death as a result of an Accident arising out of the use of Your Vehicle, which occurs during the Period of Insurance, but only if:
    - i. Your Vehicle was registered for use on a public road at the time of the Accident; and
    - ii. there is no entitlement to indemnity (either wholly or partially) under any compulsory statutory insurance scheme (CTP) or accident compensation scheme for that Liability.

We will not pay for Damage to Third Party Property and/or Loss of use of Third Party Property belonging to, held in trust or in the, care, custody or control of, the persons described in Clauses 1, 2, or 3 above.

### Section 2 - Included Benefits

#### Legal Costs

Your reasonable legal costs and expenses incurred with Our prior written consent in respect of any claim covered by section 2 of Your Policy.

#### Employer

The amount that You are required to pay for the reasonable legal costs of Your employer, principal or business partner, which:

- a. have been incurred with Our prior written consent; and
- b. those costs arise out of Your Liability to pay for Damage to any Third Party Property because of the use of Your Vehicle by You or any other Licensed person on behalf of Your employer, principal or business partner, or Commonwealth or State Government with Your consent, but only

if Your employer, principal or business partner are not entitled to indemnity for those legal costs under any other policy of insurance.

#### Employee Use of Your Employee(s) Vehicle(s)

The amount that You are required to pay to indemnify Your Employee(s) or volunteers(s) against Liability for any Damage to Third Party Property arising from the operation of Your Employee(s) or volunteer(s) vehicles which:

- a. are less than 4.5 tonnes GVM, and
- b. are being used in connection with Your business, with Your prior consent, but only if Your Employee(s) or volunteer(s) are not entitled to indemnity under any other policy of insurance.

#### Goods Falling, Loading or Unloading

The amount that You are required to pay for Damage to Third Party Property from Goods falling from Your Vehicle, either in transit or whilst Loading or Unloading. We will not pay for Loss of or Damage to the Goods themselves.

#### First Aid Costs

If as a direct result of an Accident involving Your Vehicle you are required to provide first aid We will pay up to \$5,000 for any expenses reasonably incurred in the giving of the first aid, including costs to replace or restock first aid equipment.

#### Dangerous Goods

The amount that You are required to pay, up to a maximum of \$500,000, for any one Accident or in the aggregate during any one period of insurance, for all claims following an Accident where Your Vehicle is being used for the transport of Dangerous Goods and where such Dangerous Goods fall within the following classes:

Class 1	Explosives
Class 2.1	Flammable Gases
Class 2.2	Non Flammable Non-Toxic Gases
Class 2.3	Toxic Gases
Class 3	Flammable Liquids
Class 4.1	Flammable Solids
Class 4.2	Spontaneously Combustible Substances
Class 4.3	Dangerous When Wet
Class 5.1	Oxidizing Substances
Class 5.2	Organic Peroxides
Class 6.1	Toxic Substances
Class 8	Corrosives
Class 9	Miscellaneous Dangerous Goods (Excluding asbestos)

## Section 2 - Optional Benefits

Where there is loss or Damage to Third Party Property and You have elected to take out Cover for any of the following Optional Benefits and those selected Optional Benefits appear on Your Schedule, then:

Class 6.1	Toxic Substances
Class 8	Corrosives
Class 9	Miscellaneous Dangerous Goods (Excluding asbestos)

### ***Damage to Underground Services***

We will pay the amount that You are required to pay, up to a maximum of \$500,000 for any one Accident or in the aggregate during any one Period of Insurance, for Third Party Property Damage to underground services caused by You or Your Employee(s) operating Your Vehicle during the ordinary course of Your business, provided:

- a. You or Your Employee(s) took all due care and precautions to identify the location of
- b. underground services, including obtaining the appropriate written plans and documents from the relevant authorities, and
- d. You or Your Employee(s) took reasonable care and precautions to obtain plans and maps which identify the location of underground services while working and You have marked the ground where underground services are located, and
- e. You or Your Employee(s) were operating Your Vehicle for the purpose for which it was designed, manufactured and intended, and Your Vehicle is road registered, or
- f. Your Vehicle or Mobile Plant was being used in an off public road working environment, for the purpose for which it was designed and intended, and was safe and fit for the purpose in accordance with all applicable safety regulations.

### ***Goods on Hook***

We will pay the amount that You have to pay up to a maximum of \$100,000, for any one loss or in the aggregate during any one Period of Insurance, or any other amount agreed in writing by Us and noted in Your Schedule for Goods which:

- a. are not owned by You, and
- b. are Damaged while fastened to, or connected to Your Vehicle, while the Goods are being Loaded, Unloaded, moved, lifted, or positioned by a lifting device,

but only if the activity is in the ordinary course of Your business.

### ***Dangerous Goods***

We will pay the amount that You are required to pay, up to the limit shown on Your Schedule for any one Accident, or in the aggregate during any one period of Insurance, but subject to Section 2 Specific Exclusions 9, 10 and 11 for all claims following an Accident where Your Vehicle is being used for the transport of Dangerous Goods and where such Dangerous Goods fall within the following classes:

Class 1	Explosives
Class 2.1	Flammable Gases
Class 2.2	Non Flammable Non-Toxic Gases
Class 2.3	Toxic Gases
Class 3	Flammable Liquids
Class 4.1	Flammable Solids
Class 4.2	Spontaneously Combustible Substances
Class 4.3	Dangerous When Wet
Class 5.1	Oxidizing Substances
Class 5.2	Organic Peroxides



## Section 2 - Specific Exclusions

We will not pay for any claim or Liability caused by or in connection with:

### 1. **Vehicle(s) used for Earthmoving, Excavation, Lifting or Construction**

Your Vehicle(s) where it is designed for the purpose of earthmoving, excavation, lifting or construction other than as noted in Your Schedule. This exclusion will not apply to claims covered by Section 2 Optional Benefit - *Damage to Underground Services*.

### 2. **Transportation of Dangerous Goods**

Use of Your Vehicle whilst being used for the transportation of Dangerous Goods other than as listed in Your Policy.

### 3. **Goods or Property**

Damage to Your Goods or Your Property or Damage to Goods or Property which are in Your possession, care and/or control.

### 4. **Fines Penalties Exemplary or Aggravated Damages**

Any fines, penalties, punitive, exemplary or aggravated damages.

### 5. **Unregistered Vehicle(s) on Public Roads**

Your Vehicle being used on a public road where Your Vehicle is not registered for use on a public road.

### 6. **Non-Owned Trailer(s)**

Trailer(s) which You do not own but which is / are in Your care, custody or control where one or more trailers are connected to Your Vehicle unless otherwise covered under General Extension 1 – Automatic Vehicle Inclusions of Your Policy.

### 7. **Death or Personal Injury**

Death or personal injury, where:-

- a. You or any person entitled to cover under this Policy are entitled to any cover whatsoever, in full or part, by any statutory compulsory insurance or accident compensation scheme, including any motor vehicle scheme.
- b. You have failed to register, or maintain Your Vehicle in accordance with state or federal motor vehicle requirements, or have failed to effect

statutory compulsory insurance or accident compensation scheme as required for the registration of Your Vehicle.

- c. Your Vehicle is registered in the Northern Territory.
- d. You failed to have a current public liability policy or general Liability policy cover at the time of the Accident
- e. Your Vehicle has spilt (directly, or indirectly) pollutants or contaminated substances into land, atmosphere or water course of any description
- f. Your Liability is to:
  - i. any person in, or on, or in the process of entering or leaving Your Vehicle, or
  - ii. any person injured by Your trailer (s) which are registered in Queensland or New South Wales, or
  - iii. Your Employee(s), or
  - iv. members of Your family, or
  - v. any person driving or in charge of Your Vehicle.

### 8. **Loading or Unloading of Goods**

Damage to Goods which occurs prior to or after Loading/ Unloading.

### 9. **Pollution**

- a. directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants, or
- b. for the cost of removing nullifying or cleaning up of Pollutants, or
- c. for fines, penalties, punitive or exemplary damages arising directly out of the discharge, dispersal, release or escape of Pollutants.

We will indemnify You in respect of Liability otherwise excluded under 9.a and 9.b above, that is caused by an identifiable Accident, which takes place in its entirety at a specific time and place.

### 10. **Liability for Delivery or Wrongful Delivery of Contaminated Goods**

Delivery, or wrongful delivery of contaminated Goods, including Goods classified under the Australian Dangerous Goods Code (or applicable equivalent), such as fuel, powder, solid substances and granular, or ingot products, whether classified and categorised as Dangerous Goods, or not.

## **11. Non-compliant Transportation Vehicles**

Your Vehicle being used for the transportation of Dangerous Goods, where Your vehicle does not comply with the requirements of any current legislation, or similar code including but not limited to the Australian Code for the Transport of Dangerous Goods by Road and Rail or similar code, as applicable.

We will not pay for any Liability whatsoever in connection with and or arising directly or indirectly from Dangerous Goods within the following classes:

Class 6.2	Infectious Substances
Class 7	Radioactive Substances
	Asbestos

## **12. Asbestos**

Asbestos, or asbestos products or where asbestos is thought to be or is actually found to be contained in any products.

## **13. Accident, Loss or Damage**

Any Accident, Loss, or Damage under Section 2 Optional Benefits where You have requested cover after any event causing Accidental Loss or Damage or Third Party Property Damage.

## **14. Mines or Airports**

Your Vehicle being used:

- a. in an underground mine, mining shaft, or tunnels which are not public road, or
- b. within the boundaries of any airport or airfield where Your Vehicle can freely interact with aircraft and airport runways.

## **15. Professional Activity**

Any service or advice given in a professional consulting capacity.

# Section 1 and 2 - General Extensions

## ***Automatic Vehicle Inclusion***

This Policy includes any Vehicle(s) similar to those already on Your Schedule, purchased, hired, leased or otherwise acquired by You and which are in Your care, custody and control from the time of their acquisition by You, provided that You notify Us immediately, where:

1. any newly acquired Vehicle which
  - a. is a commercial Vehicle designed for and capable of transporting goods or passengers such as a bus, minivan or coach which has a Market Value in excess of \$125,000; or
  - b. any other vehicle which has a Market Value in excess of \$65,000.
2. the number, or total value of Vehicle(s) You are seeking cover for exceeds 25% of the total number of vehicles disclosed at the inception of the current Period of Insurance.
3. You are involved in a merger or takeover.
4. You connect more than one Trailer(s) that You do not own with a value of greater than \$10,000 to Your Vehicle(s) in any one Period of Insurance.
5. You affix plant and equipment which You do not own, whether truck mounted equipment or otherwise.

You must notify Us of Your acquisition no later than 30 days after acquiring the Vehicle(s) You seek to include under Your Policy. You must also pay any additional premium that We have requested.

Where noted on the Policy Schedule that the Automatic Vehicle Inclusion Cover will be adjusted annually on a 50% unit cost basis, We will adjust your premium at expiry of the Period of Insurance based on the number of Vehicles declared and their values.

The basis of any adjustment premium will be 50% of the unit cost rate or other rate agreed (as the case may be) applied to the difference in the number of Vehicles and their value declared at inception and expiry of the Period of Insurance.

## ***Sea Transportation***

We will pay any general average and salvage charges which are incurred whilst Your Vehicle (including automatically included Vehicle(s) is being transported by sea between ports in Australia.

## ***Cross Liability***

The words You and Your will be considered to apply to each organisation named in the Schedule and We will waive Our rights of subrogation against any such organisation. However this General Extension does not increase any Indemnity Limit specified in Your Policy.

## Section 1 and 2 - General Exclusions

We will not pay for Loss or Liability caused by or in connection with;

### 1. Vehicle(s) Driven By Unlicensed Drivers

Your Vehicle being driven by any person with Your knowledge or consent, who is not Licensed to drive such a vehicle under any laws, by-laws and regulations, or

- a. where Your Schedule states that this is a Nominated Driver Policy and You have not provided Us with Driver declarations within 30 days of Policy inception, or
- b. where We have provided You with a Nominated Driver Policy and requested Driver declarations from You or Your agent or Your broker and We have not received a response within 30 days of Our request for information, or
- c. where a or b above have not been met and We have not agreed in writing, to You or Your agent or Your broker, to extend the Driver declaration submission period.

Exclusions 1, 2 and 3 do not apply in circumstances where Your Vehicle has been stolen.

### 2. Driver(s) affected by Drugs or Alcohol (whether Prescribed or Not) or a Declined Driver

Your Vehicle being driven by any person:

- a. who is under the influence of any drug, substance or alcohol, or
- b. who is convicted of driving at the time of Loss, under the influence of any drug, substance or alcohol, or
- c. with a percentage of alcohol in his/her breath or blood in excess of the percentage permitted by law, or
- d. who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of any State or Territory, or
- e. noted in Your Schedule as a Declined Driver.

We will indemnify You, if You can prove that You did not know, or could not reasonably have known, that the person driving Your Vehicle was in breach of any or all of the General Exclusions 2a to 2e, however, We will not indemnify Your Driver in respect of any Liability whatsoever that is in breach of any or all of the General Exclusions 2a to 2e.

### 3. Unsafe or Un-roadworthy Vehicle(s)

Your Vehicle being used in an unsafe or un-roadworthy condition and such condition caused or contributed to the Loss or Liability. We will pay where You could not have reasonably known Your Vehicle was unsafe or in an un-roadworthy condition.

### 4. Overloading

Your Vehicle being used to carry a greater number of passengers or convey, lift, suspend or tow a load in excess of the Vehicle manufacturers specifications.

### 5. Deliberate Damage

Loss caused deliberately by You or Your Employee(s), or any other party acting with Your or Your Employee's consent.

### 6. Experiment, Trial, Breakdown or Demonstration

Your Vehicle being used:

- a. in connection with any experiment, race, test, contest, motor sport, time trial, demonstration or breakdown purposes.
- b. for, or being tested in preparation for any race, time trial, test, contest or other motor sport.

### 7. Lawful Seizure

Loss occasioned by lawful seizure or other operation of law other than where Your Vehicle is used by a government agency in an emergency.

### 8. Malicious Loss or Damage

Malicious Loss to Your Vehicle caused by any of Your Employee(s), directors or subcontractors who allege that they are owed a debt by You.

### 9. Vehicle(s) in Transit Other Than by Road

Your Vehicle being on rails or otherwise not on solid ground, other than as cargo.

### 10. War, Act of Terrorism, Radioactivity or Electromagnetic Weapons

Any of the following, regardless of any other contributing cause or event:

- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- b. any Act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism, or
- c. radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material, or
- d. electromagnetic weapon or similarly powerful electromagnetic device.

**11. Pollutants**

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, gaseous substance, vapour, soot, fumes, acid, alkalis, chemicals, airborne powder or dust particles, asbestos, waste materials and electromagnetic irrespective of whether or not such material(s) are to be recycled, reconditioned or reclaimed. We will not pay for any Accidental Loss or Damage causing slow and/or gradual pollution.

**12. Contractual Liability**

Any agreement entered into by You without Our written consent unless such Liability and the extent of such Liability would have existed notwithstanding such agreement.

# Section 1 and 2 - General Conditions

## Excess(s)

The following additional Excess(s) apply:

- a. Where Your Vehicle is a tipping trailer, the Vehicle Excess will be doubled if Damage is incurred whilst the tipping hoist is partially or fully extended and this causes or contributes to the Damage.
- b. In the event of Damage to Property resulting in a claim being paid under Section 2 only, the Excess applicable to the claim will be that which would normally be applied to the Vehicle(s).
- c. Where Your Vehicle is a rigid truck 4.5 tonnes GVM or more and the person driving Your Vehicle at the time of the Accident, Damage or Loss occurring is under 25 years of age or has less than 2 years' experience driving the type of Vehicle, in addition to Your Excess an amount of \$2,000 is payable.
- d. Where Your Vehicle is an articulated truck 4.5 tonnes GVM or more and the person driving Your Vehicle is under 25 years of age or has less than 2 years' experience driving such type of vehicle, in addition to Your Excess an amount of \$5,000 is payable.
- e. Where Your Vehicle is an articulated vehicle 4.5 tonnes GVM or more and the person is over 25 years of age and has less than 2 years' experience driving such a vehicle, in addition to Your Excess an amount of \$3,000 is payable.
- f. Where Your Vehicle is a sedan, station wagon, utility or goods carrying Vehicle less than 4.5 tonnes GVM and the person driving is under 21 years of age in addition to Your Excess You must pay an extra amount of \$1,000, or where the person driving is between the ages of 21 and 25 years of age, in addition to Your Excess an amount of \$500 is payable.
- g. Where Your Vehicle is greater than 4.5 tonnes GVM and being used outside the radius of operation nominated by You or Your agent in Your proposal for insurance declaration, in addition to Your Excess an amount of \$3,000 is payable.

## Not at Fault Excess(s)

If You or Your Driver are not at fault for the Loss and We can recover from a Third Party, then We will waive Your Excess(s) in full. Theft of Your Vehicle is excluded under this condition.

## Claims Procedure

To make a claim under this Policy:

- a. You, or Your legal representative must provide full details to Us in writing as soon as practicable after the occurrence of any Damage, Loss, or Accident that may incur a Liability or which may become the subject of a claim under Your Policy. Any communication from other parties (including court documents) must be sent to Us as soon as practicable.
- b. Where there is a claim or potential claim under Section 2, You must:
  - i. not make any admission of Liability or offer any payment without Our written consent,
  - ii. allow Us to have the sole conduct of all negotiations and proceedings, and
  - iii. give Us all reasonable assistance and co-operation in all regards including with any proposed recovery from the at fault party.

## Subrogation

We have the right to recover from any Third Party or other person or entity who may be Liable for a Loss and:

- a. We have full discretion in respect of the conduct, defence or settlement of any claim and to take any action in Your name, and
- b. You and any other party entitled to cover under Your Policy must give all information and reasonable co-operation that We may require.

## Cancellation

The Policy may be cancelled by:

- a. You at any time, by notifying Us in writing. We will refund Your premium for the unexpired Period of Insurance less 10 percent of the premium for Our administrative costs.
- b. Us in accordance with the provisions of the Insurance Contracts Act 1984 (Cth). We will refund Your premium for the unexpired Period of Insurance less Our cancellation costs.
- c. A premium funding company but only in accordance with the power of attorney granted to such company by You. We will refund the premium for the unexpired Period of Insurance, from date of request, less Our cancellation costs.

However We will not refund any premium in circumstances where You have notified Us of a circumstance that could give rise to a claim or a claim under Your Policy.

## Repairs

Other than as provided under Section 1 Included Benefit - *Emergency Repairs*, You may not authorise repairs to Your Vehicle which are the subject of a claim under Your Policy, unless We provide You with Our written approval.

## Average

If Your Vehicle is greater than 4.5 tonnes GVM and at the time of Loss giving rise to a claim under Section 1 of Your Policy the Sum Insured on Your Vehicle is less than 80% of the Market Value, then We will pay only such proportion of the repair costs as the Sum Insured bears to 80% of the Market Value of Your Vehicle.

For the purpose of valuation and the application of this provision, prime mover(s) and attached trailers(s) will be regarded as separate Vehicle(s).

## Other Insurance

You must disclose to Us in writing details of all other insurance of whatsoever kind that may cover Your Vehicle(s) or Liabilities in whole or in part, and You must notify Us as soon as practicable of any change of that other insurance(s).

## Replacement Parts

If any part or accessory necessary for the repair of Your Vehicle is not available within Australia at the time of such repair, We will pay the cost of surface freight from the nearest reasonable source of supply including landing costs.

## Salvage

If Your Vehicle is declared a Total Loss and We have paid You under Section 1 of Your Policy, the Vehicle and/ or its salvage becomes Our property.

## Recovery Rights

If You have agreed not to seek compensation from another person who is liable to compensate You for any Loss, Damage or Liability which is covered by this Policy, We will not cover You under this Policy for that Loss, Damage or Liability.

## Other Interests

This Policy does not provide insurance in respect of the interests of any person or entity not named in the Schedule, or referred to in this policy, irrespective of the Sum Insured.

Your interests in this Policy cannot be transferred without Our prior written consent. If any financier is named in the Schedule, or referred to in this Policy as having an interest in the Vehicle and We elect to settle Your claim by cash payment, We reserve the right to pay all or part of the proceeds to the financier. Any payment to the financier will satisfy Our obligations to You under this policy for the amount paid.

## Additional Information

### Complaints and Dispute Resolution

We are committed to providing Our clients with a high level of service, empathy with the sector and a reasonable response to all matters.

If You think that We have let You down in any way, or Our service is not what You expect, tell Us so that We can help. We are committed to responding to Your complaint fairly.

If You have a complaint:

Step 1: On the spot, if We can!

You can contact Us by phone on 02 8045 2580 or by email at [enquiries@communityunderwriting.com.au](mailto:enquiries@communityunderwriting.com.au)

If We can't resolve Your complaint immediately, We will commit to responding to Your complaint within 15 business days of first being notified of the complaint.

- If We need more information or more time to respond properly to Your complaint We will contact You to agree an appropriate time-frame to respond.

Step 2: Internal Dispute Resolution

- If You are not happy with Our response, please tell Us in writing. You may escalate it as a dispute and Our Internal Dispute Resolution panel (the panel) will review the matter. The panel will be independent of the person who initially considered Your complaint.
- The Disputes Resolution Officer will acknowledge Your dispute in writing within 2 business days of receipt and will investigate all details of Your dispute and will provide You with a written response of the outcome within 15 business days of first being notified of Your dispute.
- In some cases We may be unable to reach a conclusion within this time-frame, and may request a later response date. If this occurs, We will keep You informed of progress of the dispute no less than once every 10 days.

Step 3: External Dispute Resolution scheme

Should We be unable to resolve Your complaint (including the IDR process referred to above) within 45 days or You are not happy with Our response/handling of Your complaint at any given time, You can seek an external review via Our external dispute resolution scheme, administered by the Australian Financial Complaints Authority (AFCA).

This is an independent national body and its services are free to You. As a member We agree to accept the AFCA decision.

You can contact the AFCA by:

Mail: Australian Financial Complaints Authority Ltd,  
GPO Box 3, Melbourne, Victoria 3001;  
Phone: 1800 931 678;  
Facsimile: (03) 9613 6399  
[info@afca.org.au](mailto:info@afca.org.au)  
Website: [www.afca.org.au](http://www.afca.org.au)

### Goods and Services Tax (GST)

This insurance Policy has provision for the payment of Goods and Services Tax:

- by You in relation to premiums charged by Us;
- by Us in relation to claims.

You must advise Us of Your correct Australian Business Number & taxable percentage. Any GST liability arising from Your incorrect advice is payable by You.

### Retaining Policy Documents

Incidents which may be claimable under this Policy can take many years before they become known to Your organisation.

To enable You to prepare the best defence against an incident that may have arisen some years in the past, it is important that You have a document retention and security policy which addresses the effective retention of:

- Your Policy and any endorsements;
- operational and risk management procedures;
- employment records and contracts;
- any published client or other promotional material.