



# COMMERCIAL MOTOR VEHICLE INSURANCE

Combined Product Disclosure Statement,  
Policy Wording and Financial Services Guide

Effective Date 28 November 2022

***Millennium***

Underwriting Agencies

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# Commerical Motor Vehicle Insurance

## Product Disclosure Statement

### 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 PDS is general information only. It is important You read Your Policy to ensure You have the cover You need.

In this PDS there are words that have a particular defined meaning and they will be shown with a capital letter when they appear in this PDS. You should refer to the 'Definitions' section of this document beginning on page 63 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 two parts:

- Important information (beginning on page 5); and
- Policy wording (beginning with the section 'What You are covered for' on page 34) – terms and conditions of the cover provided.

This was prepared on 01 October 2022.

The effective date of this PDS is 28 November 2022.

## **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.

# Commerical Motor Vehicle Insurance

## Important Information

### About Zurich

The Insurer is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as Zurich.

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

ZAIL's contact details are:

Mail: Zurich Australian Insurance Limited  
PO Box 677, North Sydney, NSW 2059

### About Millennium Underwriting Agencies

Millennium Underwriting Agencies Pty Ltd (MUA, We, Us or Our) (ABN 38 079 194 095, AFS Licence No. 246721) is an insurance underwriting agency and holds an AFS Licence to issue and deal in general insurance products.

MUA was established in 1998 and is part of the MGA Whittles Group of Companies.

MUA acts under a binding authority for the Insurer and not You.

You may contact Millennium Underwriting Agencies by either of the following ways:

- by telephone on 08 8249 7900
- by writing to Us at

PO Box 309, Kent Town SA 5071

# Commerical Motor Vehicle Insurance

## Important Information

### **Association with an Insurance Broker**

We have an association with MGA Insurance Brokers Pty Ltd (ABN 29 008 096 277), Australian Financial Services (AFS) Licence Number 244601.

MGA Insurance Brokers Pty Ltd and Millennium Underwriting Agencies Pty Ltd have some common directors and a proportion of the shares of each company have common ownership.

MGA Insurance Brokers Pty Ltd is a member of the Austbrokers network, a division of the AUB Group Ltd. AUB Group Ltd have an equity interest in their business.

## Important Information

### About this Insurance

Our Millennium Commercial Motor Vehicle Insurance Policy provides three levels of cover:

- Comprehensive cover which covers:
  - Your Vehicle for Loss or Damage; and
  - Your legal Liability;
- Third Party, Fire and Theft cover which covers:
  - Your Vehicle for Loss or Damage caused by fire, explosion, lightning or theft only; and
  - Your legal Liability;
- Third Party Only cover which covers:
  - Your legal Liability only.

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 benefits'.

To find out what this Policy covers please read this PDS to ensure You have the cover You need.

### 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 inside back cover of this document. However, We are only able to provide factual information 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.

## Important Information

### Our contract with You

Your Policy is a contract of insurance between You and MUA and contains all the details of the cover that We provide.

Your Policy is made up of:

- This PDS which incorporates the Policy wording beginning with the 'What You are covered for' section on page 34. This is common to all customers who buy Our Millennium Commercial Motor Vehicle Insurance product. It tells You what is covered, sets out the claims procedures, exclusions and other terms and conditions of cover;
- Your Policy Schedule issued 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 changes, exclusions, terms and conditions made to suit Your individual circumstances and may amend the Policy; and
- Any other written change otherwise advised by Us in writing (such as an endorsement or a supplementary PDS). These written changes vary or modify the above documents.

This document is also the PDS for any offer of renewal We may make, unless We tell You otherwise. Please keep Your Policy documents in a safe place.

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.



## Important Information

### Significant issues to consider

Insurance contracts contain Policy exclusions, Policy terms and conditions and Policy limits and sub-limits that You should be aware of when deciding to purchase Our product. These things may affect the amount of the payment that We will make to You if You have a claim.

We may express some Policy terms, Policy limits or sub-limits as being either a dollar amount or a percentage of Your Sum Insured shown in Your Policy Schedule or some other amount, factor or item specified in the relevant clause or this document.

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

#### Exclusion for new business policies

We do not insure You for bushfire, grassfire, storm, flood or tsunami in the first 48 hours of Your Policy. Very limited exceptions apply. For full details see the 'General exclusions' section on page 59.

#### Excesses can apply

When You claim under this Policy an Excess may apply – see the 'Excesses' section on page 18.

#### Exclusions

In some circumstances, this Policy contains a number of exclusions, some of which are common in insurance policies. Before making a decision about whether to purchase this Policy, You should read the full details of all relevant exclusions, which are contained in this PDS. Some may not be relevant to You, however You should make yourself aware of all the exclusions that apply in all sections of this PDS. Please refer to the 'General exclusions' section beginning on page 59 for the specific details.

#### General terms and conditions

General terms and conditions applicable to all cover provided under this Policy set out Your obligations with which You need to comply – see the 'General terms and conditions' section beginning on page 57.

## Important Information

In addition, You should make yourself aware of all the terms and conditions that apply to the various covers detailed within this Policy. If You do not meet them, We may be able to decline or reduce the claim payment or cancel Your Policy.

### **Make sure You have the cover You need**

You should discuss with Your intermediary the appropriate cover for You and the amounts and risks for which You need to be insured. If You do not adequately insure for the relevant risks You may have to bear any uninsured losses yourself.

You should also advise Your intermediary to notify Us as soon as reasonably possible when Your circumstances change which are relevant to Your Policy. For instance, if You have made any Modifications to Your Vehicle or the location it is parked overnight has changed then We should be notified. If You do not tell Your intermediary of these changes, in the event of You suffering a Loss or Damage, Your Sum Insured may not be adequate to cover Your loss, or You may not even have any cover under Your Policy.

## **Your duty of disclosure**

Before You enter into this contract of insurance, You have a duty of disclosure under the Insurance Contracts Act 1984 (Cth).

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.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## Important Information

The action We take when you fail to tell us something You are required to tell Us will be considered in each case based on what impact or effect Your failure to tell us caused or contributed to the claim, or Our decision to issue Your Policy.

### **Renewal, extension, reinstatement or variation**

A different duty of disclosure may apply in these circumstances. We will inform You of the duty of disclosure which applies when You renew, extend, reinstate or vary Your Policy.

## Renewal

At least 14 days before the Policy expires We will send You a renewal notice, outlining Our renewal terms, if any. You are not obliged to renew the Policy with Us. We recommend that You check the new amounts to make sure they continue to cover Your needs.

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. If You wish to pay Your Premium by monthly instalments You should contact Your intermediary to arrange. Please refer to How to pay your Premium on page 12.

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 issue You with a new updated PDS. Your cooling-off period continues to apply on each renewal. Each renewal is a separate contract and not an extension of the prior contract.

## About Your Premium

### **How We determine Your Premium**

The amount of Your Premium is determined by taking a number of different matters into account.

It is important for You to know in particular that the Premium varies depending on the information We received from You about the risk to be covered by Us. The higher the risk is, the higher the Premium will be. Based on Our experience and expertise We decide what factors increase Our risk and how they should impact on the Premium. Each insurer can do this differently.

## Important Information

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

- the make, model, type and value of Your Vehicle, including any Non-Standard Accessories or Permanently Attached Plant that have been added to it;
- where the Vehicle is parked overnight;
- the details of the drivers of Your Vehicle, including their age, gender, driving experience and claims history;
- how the Vehicle is used;
- the level of cover You have chosen and whether You have chosen any optional benefits or not;
- the Excess You have chosen. If You elect to take a higher Excess in the event of a claim, this will reduce the cost of Your Premium. Your intermediary can supply You with quotes based on differing amounts of Excesses.

Your intermediary can arrange for You to be provided with a quote for a Premium. You will need to give all Your relevant personal details to Your intermediary at this time to enable Us to calculate 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. Stamp Duty, GST and Emergency Services Levy) in relation to Your Policy. 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.

## How to pay Your Premium

Premiums are charged and are payable on a yearly basis. Your intermediary can also tell you what other methods are available to make your premium payments.

Your intermediary will send you an offer of renewal of your insurance once a year, before your current period of insurance expires.

## Important Information

If you do not pay your premium when due, your policy may lapse after 30 days and you will not be covered.

You may be able to reinstate your policy after it lapses, but you must submit an application to us, which is subject to our reassessment of your personal circumstances at the time of application.

You can pay Your annual Premium in one lump sum or by instalments:

- an annual lump sum payment to Your intermediary can be made by cash, cheque or credit card; 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. An instalment will be unpaid if it cannot be deducted from your nominated bank account or credit card.

If You are paying Your annual Premium in a lump sum via Your intermediary, You must pay it by the due date shown on Your Policy Schedule.

If Your Premium or an installment is unpaid by the due date, Your intermediary will send you a notice outlining the overdue amount and when it needs to be paid by.

If Your Premium remains unpaid after the time period specified in the notice Your intermediary sends, We will:

- cancel your Policy for non-payment; and
- refuse to pay any claim for an incident occurring after the cancellation date.

If You pay by instalments, Your intermediary will send you a second notice either before cancellation informing You of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If You need to make a claim when Your Premium is overdue, and before Your Policy has been cancelled for non-payment, You will be required to pay the overdue amount as part of the claim settlement process.

## Important Information

### About the value of Your Vehicle

Under this Policy We may insure Your Vehicle for an Agreed Value or for its Market Value. Your Policy Schedule will show whether Your Vehicle is insured for an Agreed Value or 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 29 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 be shown on Your Policy Schedule and is the amount We agree to insure Your Vehicle for.

The Agreed Value should include the value of any Non-Standard Accessories and/or Permanently Attached Plant added to Your Vehicle, unless they are automatically covered under the additional benefit 'Unspecified Non-Standard Accessories or Permanently Attached Plant' (see page 51). See the 'Non-Standard Accessories and Permanently Attached Plant' section below for more details.

#### Market Value

When Your Vehicle is insured for Market Value, if there is a claim on Your Vehicle We will assess its Market Value at that point in time by considering:

- the condition of Your Vehicle and its age prior to the claim;
- any Non-Standard Accessories or Permanently Attached Plant added to Your Vehicle that are either below the limits of the 'Unspecified Non-Standard Accessories or Permanently Attached Plant' additional benefit or have been specified on Your Policy Schedule (see below);
- local market prices for vehicles similar to Your Vehicle; and
- motor vehicle valuation guides that are commonly used by the motor industry.

## Important Information

### **Non-Standard Accessories and Permanently Attached Plant**

All accessories and Modifications on Your Vehicle that are fitted as standard features or equipment by the manufacturer are automatically included in the Market Value or Agreed Value.

If Your Vehicle has Non-Standard Accessories or Permanently Attached Plant added to it (including those fitted by the manufacturer or dealer) then they may be automatically covered under the additional benefit 'Unspecified Non-Standard Accessories or Permanently Attached Plant' (see page 51), however this cover is limited to the lesser of:

- 40% of the Market Value of Your Vehicle; and
- \$7,500,

unless otherwise stated on Your Policy Schedule.

Therefore, for cover in addition to the automatic cover under that additional benefit, any Non-Standard Accessories or Permanently Attached Plant 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.

## Important Information

### 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 in lodging the claim with Us.

Alternatively, You can contact Millennium Underwriting Agencies by telephone on 08 8249 7900. Millennium Underwriting Agencies may also provide assistance in emergency situations.

#### 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 all reasonable steps to prevent and limit any further Loss or Damage;
- contact the police as soon as reasonably possible if:
  - Your Vehicle has been stolen or maliciously damaged; 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;
- if Your Vehicle is involved in an Accident and where reasonably possible, You must collect the details of all drivers, passengers and witnesses, and owners of any other property (such as buildings) which were also damaged:
  - full name;
  - address;
  - phone number; and
  - vehicle registration and insurance details of all vehicles involved;
- if reasonably possible take photos of the Accident scene and any vehicle damage;
- contact Us as soon as reasonably possible (see the 'How to make a claim' section above) and:



## Important Information

- provide Us with any information required to understand the circumstances of the Loss or Damage so We can lodge the claim and determine the most appropriate action, We will only ask you for information that is relevant to the lodgement of Your claim, and We will tell You why it is needed.;
- tell Us about Your entitlement to 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 on page 29 for more detail);
- notify Us as soon as reasonably possible if You receive any of the following:
  - demands from other parties involved;
  - notices of prosecution or impending prosecution;
  - details of an inquest or official enquiry; and/or
  - other similar communications from anyone involved in the incident.

Any delay in advising Us of any of these may result in no cover for legal or other costs resulting from that delay.

### **What You must not do**

If You believe that You are likely to make a claim that would be covered under this Policy, You must not:

- admit to anyone that You were responsible for the Loss or Damage, or that the Accident was Your fault;
- negotiate, offer or promise any payments associated with the claim;
- accept any payment from anyone (including payment of any Excess amount) unless You 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 to safely drive Your Vehicle from the location of where the Loss or Damage occurred (please see the 'Emergency repairs' additional benefit on page 43);
- 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 make.

In any case where Our consent is required, such consent shall not be unreasonably withheld.

## Important Information

### Excess

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

In this Policy the following Excesses may apply for any given claim:

- basic Excess;
- additional Excesses.

The amount of these Excesses will be shown on Your Policy Schedule or in this PDS. Please refer to the detail in the remainder of this section for more details on when these Excesses may apply. The total Excess payable on a claim is the basic Excess plus any additional Excesses that apply.

In some situations no Excess will need to be paid (see 'When You do not have to pay an Excess' below).

#### 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 below.

The basic Excess for Your Policy will be shown on Your Policy Schedule. It may differ depending on the type and value of the Vehicle You are insuring and other factors including the state where it is garaged, Your claims experience and the value We insure Your Vehicle for.

#### Additional Excesses

In some circumstances You may be required to pay one or more of the additional Excesses described below:

- 1) Hydraulic lifting or tipping mechanism Excess  
An additional Excess of \$500 applies if any hydraulic lifting or tipping mechanism is operating on Your Vehicle or on an attachment to Your Vehicle.

## Important Information

### 2) 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 anything inside the Vehicle. This additional Excess does not apply if the Event is a collision.

### 3) Age Excess

The age Excess applies to any claim where the driver or operator 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. Please see below for scenarios where this additional Excess may not be applied.

### 4) Inexperienced driver Excess

The inexperienced driver Excess applies to any claim where the driver or operator of Your Vehicle at the time of the incident that gave rise to the claim is aged 25 years or over and:

- has been licenced for less than two years to operate or drive the class of Vehicle being driven; or
- is licenced but does not hold a licence issued in Australia or New Zealand.

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 age Excess or additional inexperienced driver Excess when:

- the basic Excess is not payable (see 'When You do not have to pay an Excess' below); or
- the claim is for one of the following (and the basic Excess is payable):
  - Loss or Damage to the windscreen, window glass, mirror glass or sunscreen glass only;
  - damage while Your Vehicle is parked;
  - theft, attempted theft, vandalism or malicious damage; or
  - hail, storm, flood or fire damage; or
- the driver was a learner driver accompanied by someone with a full unrestricted Australian drivers licence; or

## Important Information

- You can prove that You did not consent to that person driving or operating Your Vehicle.

### **When You do not have to pay an Excess**

You will not be required to pay any Excess if:

- the 'Faultless Collision Excess waiver' additional benefit applies (see page 44); or
- the claim is covered under the 'Windscreen Excess waiver' additional benefit (see page 51).

### **Choice of repairer**

If Your Vehicle requires repairs from a claim under this Policy which We have accepted:

- We can suggest a repairer that would be suited to carry out those repairs; or
- You can suggest a repairer to use.

In either situation We will work closely with the repairer to ensure that the best outcome for Your Vehicle is achieved.

However if We do not accept Your choice of repairer, You must cooperate with Us to select another repairer that We both agree on.

### **Spare parts, extras and accessories**

If Your Vehicle is being repaired, the repairer may use new genuine parts or genuine parts that are not manufactured by a supplier to the Vehicle's original manufacturer provided that they:

- meet the manufacturer's specifications and Australian Design Rules requirements;
- are consistent with the age and condition of Your Vehicle;
- do not affect the safety or the structural integrity of Your Vehicle;
- do not adversely affect the appearance of Your Vehicle following the repair;
- do not void or affect the warranty provided by the Vehicle manufacturer.

## Important Information

If Your Vehicle requires any parts that are not available in Australia and We agree to them being obtained outside Australia, the most We will pay is:

- the overseas list price for those parts, plus
- the cost of surface transport and landing costs.

### **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.

## **What happens after You make a claim**

### **Settling or defending Your claim**

If 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 are liable;
- settle, or attempt to settle, any claim; or
- defend any claim.

### **Assisting Us with Your claim**

You need to assist Us with managing, settling or defending Your claim, including:

- providing Us with all information and assistance that We may reasonably require;
- send Us copies of any notice, letter, claim, writ or summons as soon as reasonably possible after You receive it; and
- co-operate with Us in defending or settling Your claim, or in recovering any amount payable under this Policy from another person (see below).

You need to assist Us even after Your claim has been paid.

We will only ask You for information, assistance and co-operation that is relevant to managing, settling and/ or defending Your claim, and we will tell You why it is needed.

Any unreasonable failure to assist Us with Your claim may mean that We do not pay Your claim, or that We may reduce the amount paid.

## Important Information

### **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, but will consult with you where appropriate.

You must not waive 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 Loss or Damage or Liability that is covered under this Policy, We may not provide You with cover under this Policy for that Loss or Damage or Liability.

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 (which will not be unreasonably withheld), 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 on page 43).

Prior to Us making a decision regarding Your claim and any repairs that may be required We may need to get a motor vehicle assessor to inspect Your Vehicle. We will make the necessary arrangements with You to allow this to happen.

### **Choosing a repairer**

This Policy provides options regarding how You can choose a repairer to repair Your Vehicle if We accept a claim under this Policy for such repairs.

Please refer to the 'Choice of repairer' section on page 20 for more details.

## Important Information

### **Repair guarantee**

If We authorise the repairs to Your Vehicle through a repairer suggested by Us, then the 'Repair guarantee' additional benefit on page 48 will apply.

### **Sub-contracting repairs**

When We authorise a repairer to repair Your Vehicle that repairer 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 because they require the services of a specialist repairer or supplier.

### **Parts required to repair Your Vehicle**

Please refer to the 'Spare parts, extras and accessories' section (page 20) and 'Windscreen or window glass repairs' section (page 21) for more information on how We manage any parts, accessories or windscreen/window glass required to repair Your Vehicle.

### **Contribution**

If We agree to additional repairs, painting or replacement parts that improve the condition of Your Vehicle, You must pay for the amount of the improvement. You will not need to pay any contribution towards the cost of replacement parts if Your Vehicle and the parts being replaced are less than two years old.

### **Salvage of Your Vehicle**

If We pay a claim for the Total Loss of Your Vehicle, the wreckage of Your Vehicle (including any Non-Standard Accessories or Permanently Attached Plant 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:

## Important Information

- any unpaid Premium for the Period of Insurance that the claim occurred in will be deducted from the claim payment (including the amount of any future instalments if Your Premium is payable by monthly instalments);
- We will not return the Premium associated with the unexpired portion of the Period of Insurance.

If Your Total Loss claim is for a collision and We are satisfied that the other driver was completely at fault, We will allow this Policy to continue for a replacement vehicle. In that scenario, You only need to pay any extra Premium We require (because of the change in risk or circumstances or type or value of the vehicle) for the remainder of that 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 sections of the PDS:

- 'General terms and conditions' (page 57);
- 'General exclusions' (page 59);
- 'What You are not covered for' (page 37); and
- 'What You are not covered for' (page 53).

### 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 this Policy.

We will determine actual claims payments on an individual basis taking into consideration the facts applicable to the claim and Our assessment of any Loss or Damage, as well as the coverage, exclusions and Excesses set out in this Policy and on Your Policy Schedule.



## Important Information

### Example 1 — partial loss following an accident

You have Your Vehicle insured under a Millennium Commercial Motor Vehicle Insurance Policy with the following details:

- Cover type: Comprehensive
- Vehicle value: Market Value
- Basic Excess: \$1,000

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 \$6,000 to repair the Vehicle.

How much We pay		Explanation
Repair costs	\$6,000	We will normally pay this directly to the repairer.
Less basic Excess	-\$1,000	You pay the basic Excess of \$1,000 to the repairer.
Total claim payment	\$5,000	

### Example 2 — Total Loss

You have Your Vehicle insured under a Millennium Commercial Motor Vehicle Insurance Policy with the following details:

- Cover type: Comprehensive
- Vehicle value: \$42,000 (Agreed Value)
- Basic Excess: \$1,000

Your Vehicle is stolen and subsequently recovered burnt out 3 days later. We assess Your Vehicle and determine that given the damage sustained it is a Total Loss.

During the period from Us accepting Your claim to Us finalising Your claim You hire a car under the 'Hire vehicle following fire, theft or Faultless Collision' additional benefit.

## Important Information

How much We pay		Explanation
Total Loss payment	\$42,000	The Agreed Value for the Vehicle given it is a Total Loss.
Plus hire car costs	10 days @ \$100 = \$1,000	You incur Hire Vehicle Costs of \$100 per day for 10 days until Your claim is settled as a Total Loss.
Less Excess payable	-\$1,000	Only the basic Excess applies.
Less outstanding Premium	\$0	The annual Premium and has been paid, however We do not return the unexpired portion of the Premium
Total claim payment	\$42,000	This amount would normally be paid directly to You in a Total Loss situation.

### Example 3 — Total Loss with new Vehicle option

If the circumstances were the same as in example 2, however Your Vehicle was less than 36 months old from the date it was first registered, then under the 'New vehicle option' 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 accessories.

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

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

You would need to pay the Excess of \$1,000 and the unused portion of registration fees and

compulsory third party insurance associated with the Total Loss Vehicle.

## Important Information

### Example 4 — damage to a Third Party's property

You have Your Vehicle insured under a Millennium Commercial Motor Vehicle Insurance Policy with the following details:

- Cover type: Third Party Only
- Basic Excess: \$1,000

A driver of Your Vehicle who is over 25 years of age and had their licence for more than 2 years is involved in an Accident in Your Vehicle and We determine 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
Total Loss payment	\$3,800	We will normally pay this to the Third Party claimant.
Plus hire car costs	5 days @ \$80 = \$400	We will normally pay this to the Third Party claimant.
Less Excess payable	-\$1,000	Only the basic Excess applies.
Total claim payment	\$3,200	We will pay this amount as well as the Excess paid by You to the Third Party (i.e. \$4,200 in total).

### Example 5 — emergency repairs and accommodation after a Faultless Collision

You have Your Vehicle insured under a Millennium Commercial Motor Vehicle Insurance Policy with the following details:

- Cover type: Comprehensive
- Vehicle value: Market Value
- Basic Excess: \$1,000

## Important Information

While travelling for business purposes in Your Vehicle You are involved in an Accident which We determine is a Faultless Collision. At the scene of the Accident You capture the name, address, registration plate and insurance details of the other driver and advise them to Us as part of notifying Us of the claim.

In order to drive Your Vehicle back home it needs 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 it will cost \$7,000 to repair, however as this is below Our assessment of the Market Value of the Vehicle it will not be a Total Loss. You advise that You will require a hire car while it is in being repaired and You will arrange that directly with a hire car provider.

How much We pay	Explanation
Emergency repair costs     \$700	This is below the limit of \$10,000 for the 'Emergency repairs' additional benefit so We will pay this in full.
Emergency accommodation costs     \$180	Because the journey cannot be completed that day We will pay for the night's accommodation in the nearest town.
Repair costs     \$7,000	We will pay this directly to the repairer.
Hire car costs 7 days @ \$80 = \$560	We will reimburse You for the Hire Vehicle Costs under the 'Hire vehicle following fire, theft or Faultless Collision' additional benefit.
Less Excess payable     \$0	No Excess is payable under the 'Faultless Collision Excess waiver' additional benefit.
Total claim payment     \$8,440	

## Important Information

### **General Insurance Code of Practice**

The Insurer is a signatory to the General Insurance Code of Practice ('Code') and MUA also proudly support 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.

The Code Governance Committee is an independent body that monitors and enforces insurers compliance with the Code.

Further information about the Code or the Code Governance Committee and your rights under it is available at [insurancecouncil.com.au/cop](http://insurancecouncil.com.au/cop) or by contacting us.

### **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 MUA also proudly support 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.

### **Goods and Services Tax**

You must advise Us of Your correct input tax credit percentage, where You are registered as a business and have an Australian Business Number.

## Important Information

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 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 liable to pay an Excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that You are or may be entitled to claim on payment of the Excess.

If You are unsure about the taxation implications of this Policy, You should seek advice from Your accountant or tax professional.

## Privacy

In this privacy section "We", "Us" and "Our" means MUA. We are bound by 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.

## Important Information

### **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, Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.

### **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 either MUA or Zurich Insurance Group, 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.

MUA's Privacy Policy, available at [www.mua.com.au](http://www.mua.com.au), provide further information and countries in which recipients of Your Details are likely to be located. They also set out how We handle complaints and how You can access or correct Your Details or make a complaint.

ZAIL's Privacy Policy is available at [www.zurich.com.au](http://www.zurich.com.au).

## Important Information

### Cooling-off period

After You apply for (or renew) a MUA 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 or become entitled to make 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 will need to be in writing and forwarded to Us via Your intermediary.

You can cancel Your Policy at any time after the cooling-off period. Please refer to 'Cancellation' in the 'General terms and conditions' section on page 57.

### Dispute resolution

If You have a complaint about an insurance product We have issued or service You have received from Us, please contact Your intermediary to initiate Your complaint with Us. If You are unable to contact Your intermediary, You can contact Us directly on 08 8249 7900. We will acknowledge receipt of Your complaint within 24 hours or as soon as practicable.

If You are not satisfied with Our initial response, You may access our internal dispute resolution process.

We expect that Our internal dispute resolution process will deal fairly and promptly with Your complaint, however, You may take Your complaint to the Australian Financial Complaints Authority (AFCA) at any time.

AFCA is an independent external dispute resolution scheme. We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to You.



## Important Information

Their contact details are:

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

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

Freecall: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

If Your complaint or dispute falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

## Financial claims schemes

The Insurer of this Policy, ZAIL is an insurance company authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, we are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

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

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

Further information about the FCS can be obtained at [www.fcs.gov.au](http://www.fcs.gov.au)

## 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, Your first point of contact is Your intermediary. However, if You would like to contact Us directly, please use the contact details on the inside back cover of this document.

# Commerical Motor Vehicle Insurance

## Commercial Motor Vehicle Insurance Policy

### What You are covered for

This section details what You are covered for under this Policy, which is dependent on the level of cover chosen as shown on Your Policy Schedule. The cover that is provided under this Policy should also be considered in conjunction with the 'General terms and conditions' section (page 57) and the 'General exclusions' section (page 59).

#### 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, You are covered during the Period of Insurance for the following:

- Section 1: Loss or Damage to or theft of Your Vehicle (see page 36);
- Section 2: Legal Liability (see page 53).

#### 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, You are covered during the Period of Insurance for the following:

- Section 1: Loss or Damage to or theft of Your Vehicle (see page 36) but only as a direct result of:
  - theft; or
  - Loss or Damage caused by fire, explosion, or lightning.
- Section 2: Legal Liability (see page 53).

## Commercial Motor Vehicle Insurance Policy

### **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, You are covered during the Period of Insurance for the following:

- Section 2: Legal Liability (see page 53).

Please note that no cover is provided under the 'Section 1: Loss or Damage to or theft of Your Vehicle' section on page 36 if You have selected Third Party Only cover.

### Section 1: Loss or Damage to or theft of Your Vehicle

#### What You are covered for

##### Comprehensive cover

If Your Policy Schedule shows that You have selected Comprehensive cover You are covered for Loss or Damage to Your Vehicle that occurs during the Period of Insurance, including:

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

##### Third Party, Fire and Theft cover

If Your Policy Schedule shows that You have selected Third Party, Fire and Theft cover You are covered for Loss or Damage 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 and attempted theft.

#### 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 1 is \$15,000,000 unless stated otherwise in Your Policy Schedule. This includes any amounts paid for under the additional benefits for Section 1 listed below.

#### Basis of settlement

##### If Your Vehicle is not a Total Loss

If Your Vehicle is not a Total Loss, We may decide to do any of the following:

- repair Your Vehicle, or any part of it;
- replace any part of Your Vehicle;
- pay You the reasonable costs of repairing or replacing Your Vehicle or any part of it.

## Commercial Motor Vehicle Insurance Policy

We will have regard to the circumstances of your claim and consider any preference you may have.

Please refer to the sections listed below to find out more details regarding what may happen if We elect to repair Your Vehicle:

- 'Choice of repairer' (page 20);
- 'Spare parts, extras and accessories' (page 20);
- 'Windscreen or window glass repairs' (page 21);
- 'Sub-contracting repairs' (page 23).

You may have to pay an Excess towards any claim.

### **If Your Vehicle is a Total Loss**

If Your Vehicle is a Total Loss the most We will pay is:

- the Market Value of Your Vehicle or the Sum Insured shown on Your Policy Schedule (whichever is lesser) 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.

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.

The wreckage of Your Vehicle (including any Non-Standard Accessories and Permanently Attached Plant) will become Our property. We will keep any proceeds from the sale of the wreckage.

The insurance on Your Vehicle will be terminated and We will not return the Premium associated with the unexpired portion of the Period of Insurance.

### **What You are not covered for**

Under Section 1 of this Policy, You are not covered for any Loss or Damage caused by or arising out of any of the following:

## Commercial Motor Vehicle Insurance Policy

### **1) Consequential loss**

Any consequential loss such as direct or indirect financial loss, or loss or use or enjoyment incurred or suffered as a result of You not being able to use Your Vehicle; or

### **2) Damage to tyres**

The tyres of the Vehicle being damaged by the application of brakes, or by road punctures, cuts or bursts; or

### **3) Lubricant or coolant**

Mechanical damage (other than by fire) as a result of the absence or leaking of lubricant or coolant, or using a type of lubricant or coolant that is not intended for the make and model of Your Vehicle; or

### **4) Mechanical damage, breakdown or failure**

Structural, mechanical, electrical, or electronic breakdown or failure. However this specific exclusion will not apply to:

- Loss or Damage to Your Vehicle if an Accident occurs resulting from such breakdown or failure; or
- the cover given under Section 1 – Additional benefit “Mechanical Breakdown”; or

### **5) Pre-existing damage**

### **6) Solidification**

Solidification of any goods carried by Your Vehicle or any container attached to Your Vehicle; or

### **7) Theft or attempted theft**

Loss or Damage by theft or attempted theft of Your Vehicle:

- during or after a fire or Accident unless You have taken reasonable steps to ensure the safety of the Vehicle; or
- by false pretence or by fraudulent conversion; or
- by any person to whom You have entrusted the Vehicle for any purpose; or

### **8) Vehicle deterioration**

Rust, corrosion, wear and tear, gradual deterioration or depreciation.

## Commercial Motor Vehicle Insurance Policy

### Additional benefits

Subject to the terms, conditions, limits and exclusions of the Policy, the following additional benefits may also be provided if You have Comprehensive cover or Third Party, Fire and Theft cover, and You have a valid claim under Section 1.

#### 1) Hire vehicle following fire, theft or Faultless Collision

If Your Vehicle is a sedan or station wagon or other Vehicle with a carrying capacity up to 5 tonnes and:

- it is stolen; or
- it is unable to be operated or driven or is in need of repair due to a Faultless Collision or fire,

We will pay the reasonable costs incurred by You for Hire Vehicle Costs to hire a vehicle of a similar make and model or carrying capacity.

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 will not pay Hire Vehicle Costs under this additional benefit relating to any period of hire after:

- Your Vehicle has been recovered and/or repaired; or
- Your claim has been settled as a Total Loss.

#### 2) 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;
- the reasonable costs to return Your Vehicle following its repair or recovery.

#### 3) Trailer cover

We will pay for Loss or Damage to any two-wheeled or four-wheeled trailer while it is:

- attached to Your Vehicle; or
- located at Your residential or business premises.

The most We will pay for any one claim is the lesser of:

- the Market Value of the trailer; and
- \$2,500.

## Commercial Motor Vehicle Insurance Policy

We will not pay for any contents, fixtures or equipment that is attached to, or being carried in or on the trailer. There is no cover provided under this additional benefit if there is any other insurance in place covering the same Event.

### **Additional benefits: Comprehensive Cover only**

Subject to the terms, conditions, limits and exclusions of the Policy, the following additional benefits may also be provided if You have Comprehensive cover and You have a valid claim under Section 1. The additional benefits in this section are not included for Third Party, Fire and Theft cover, or Third Party Only cover given there is no cover under Section 1 for Third Party Only.

#### **1) Artwork and signwriting**

We will pay the reasonable costs of reinstating any artwork, signwriting or fixed advertising signs, murals, special art work, or materials on Your Vehicle following Loss or Damage to Your Vehicle.

#### **2) Disabled driver modifications**

If Your driver is permanently injured in an Accident involving Your Vehicle We will pay up to \$10,000 for the reasonable costs incurred to modify Your Vehicle or Your driver's own private vehicle.

#### **3) Driver accident compensation**

This additional benefit is only available to drivers of Vehicles that are sedans, station wagons, panel vans, utility, 4x4 or goods carrying Vehicles with a gross vehicle mass less than 5 tonnes.

If the driver of Your Vehicle is injured in an Accident and:

- they were driving Your Vehicle with Your consent; and
- they were licenced to drive such a Vehicle; and
- the driver was not under the influence of alcohol or any narcotic depressant, stimulant or hallucinogenic drug; and
- We have accepted the claim under this Policy; and



## Commercial Motor Vehicle Insurance Policy

- the driver is not entitled to be compensated by any:
  - statutory or compulsory third party insurance policy; or
  - statutory or compulsory insurance or compensation scheme or fund;
 or would have been so entitled if:
  - it were not for the application of any Excess or deductible applying under that insurance, scheme or fund; or
  - compensation under that insurance, scheme or fund had not been refused, because You did not register Your Vehicle or apply for cover under the insurance, scheme or fund,

then We will pay the applicable amount from the following table.

Disability from an injury resulting in compensation	Compensation amount
Permanent quadriplegia	\$100,000
Permanent paraplegia	\$75,000
Permanent total disablement	\$50,000
Permanent loss of entire sight in both eyes	\$25,000
Permanent loss of entire sight in one eye	\$10,000
Permanent Total Loss or loss of use of one limb (at or above the wrist or ankle)	\$10,000

We will only pay for one of the benefits in the above table for any one claim (being the highest of the benefits that the injured person is eligible for).

We will seek confirmation that the injury is of a permanent nature and unlikely to improve, through medical opinions from no less than three medical practitioners, one of whom will be your medical practitioner, one of whom will be appointed by Us

## Commercial Motor Vehicle Insurance Policy

and the remaining medical practitioner will be independent and appointed by mutual agreement between both parties.

Where there is disagreement between the three medical practitioners, the percentage payable will be the average of the three opinions. We will arrange such medical examinations and pay associated costs, including reasonable travel expenses, for any examinations for this purpose.

#### **4) Dry Hire (applicable to Mobile Plant only)**

We will extend cover on insured Mobile Plant during Dry Hire, provided that:

- You have an executed contract for hire agreement in place containing a provision that the hirer will be responsible for Loss or Damage; and
- the hire agreement is not subject to any damage waiver, or conditions restricting Our rights of subrogation.

#### **5) Emergency accommodation and transportation costs**

If Your Vehicle cannot be safely driven or operated after it:

- 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:

- getting Your driver and any non fare-paying passengers to the point of departure, or, at Your option, transporting them to the driver's destination; or
- hiring another vehicle of a similar make and model to complete the journey; or
- emergency accommodation for Your driver and any non fare-paying passengers for one night if the journey cannot be completed within the day.

The most We will pay for any one claim is \$7,500.

## Commercial Motor Vehicle Insurance Policy

### **6) Emergency repairs**

If Your Vehicle suffers Loss or Damage as a result of an Accident We will pay up to \$10,000 for the reasonable costs for necessary emergency repairs to allow Your Vehicle to be driven safely or to be moved to a place of safety.

### **7) Emergency service costs**

We will pay the reasonable costs for charges imposed on You by the following authorities, as a result of an Accident involving Your Vehicle:

- Fire Brigade;
- State, Federal or Local Government Emergency Services;
- Police.

### **8) Employees vehicles**

We will provide Comprehensive cover to Your employees using their own vehicles, but only if:

- Your employee is using his or her vehicle in the course of his or her employment with You; and
- Your employee has observed and fulfilled the terms and conditions of this Policy as though Your employee were the Insured; and
- the vehicle is not covered under any other policy of insurance providing similar insurance as that provided under this additional benefit.

The maximum We will pay in respect of damage to any such vehicle is the Market Value or \$50,000, whichever is the lesser.

### **9) Expediting expenses**

We will pay up to \$5,000 or 50% of the normal repair costs, whichever is less, for the reasonable costs necessary to effect immediate temporary repairs or to expedite permanent repairs to Your Vehicle.

### **10) Family travel expenses**

If You, or Your driver are injured and hospitalised whilst driving Your Vehicle as a result of an Event covered by this Policy, We will pay reasonable costs for travel, accommodation, meals and related expenses for the Family of You or Your driver to visit the injured driver in hospital. The most We will pay under this additional benefit is \$3,000 in any one Period of Insurance.

## Commercial Motor Vehicle Insurance Policy

### **11) Faultless Collision Excess waiver**

We will not apply any Excess if Your Vehicle is involved in a Faultless Collision with another vehicle.

### **12) Finance gap cover**

If We settle a claim for the Total Loss of Your Vehicle under this Policy, We will pay some of the difference between:

- Your Vehicle's insured value; and
- the amount owed by You under a valid hire purchase, finance, or lease agreement for Your 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 of Your Vehicle or the Sum Insured shown on Your Policy Schedule, whichever is the lesser.

We will reduce the amount payable under this additional benefit by any:

- payments and interest in arrears at the time of Loss or Damage, or
- discounts in respect of finance discharge, including interest for the unexpired term of the agreement.

### **13) First aid kit expenses**

Where You, or Your driver have been involved in an Event causing injury to a Third Party and the Event involves Loss or Damage to Your Vehicle, We will pay You or Your driver's reasonable costs up to a maximum of \$3,500 for any one Event towards Your or Your driver's first aid costs regarding the Third Party, but only to the extent that such first aid has been administered and only to the extent these costs are not medical expenses which We are prohibited from providing cover for under either or both of the Health Insurance Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth).

## Commercial Motor Vehicle Insurance Policy

### **14) Funeral expenses**

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

- arising out of an Accident involving Your Vehicle, and
- occurring within 12 calendar months from the date of the Accident.

This additional benefit includes the expenses associated with the funeral, burial or cremation. It also extends to include transportation of the body of the deceased person and necessary travel by any member of the deceased person's Family.

### **15) General average charges**

We will pay general average and salvage charges which are incurred whilst Your Vehicle is being transported by sea between places in Australia, provided You obtain Our consent before You sign any general average bond and We are satisfied this is appropriate.

### **16) Goods in transit**

If Your Vehicle has carrying capacity not exceeding 5 tonnes We will pay for loss, destruction or damage to Your goods or the goods of a Third Party whilst being carried or in Your Vehicle as the result of Loss or Damage which is covered by Section 1. The most We will pay under this additional benefit is \$5,000 per claim. An additional Excess of \$250 applies per Event.

There is no cover under this additional benefit if Your goods or the goods of a Third Party are covered by any other contract of insurance. Further, We will not pay for any loss, destruction or damage which is in excess of any benefit available under any other contract of insurance.

## Commercial Motor Vehicle Insurance Policy

### **17) Mechanical Breakdown**

We will pay the Reasonable Cost of repairs to Your Vehicle resulting from Mechanical Breakdown provided that Your Vehicle is:

- less than 5 years old from its original manufacture and has travelled less than 100,000 kilometres at the date of such Mechanical Breakdown, and
- not used for the carriage of fare paying passengers, and
- not used by You as a courier or freight carrier in Your business, and
- less than 5 tonnes in carrying capacity.

The most We will pay under this additional benefit is:

- \$2,000 in respect of any one Mechanical Breakdown; and
- the lesser of \$6,000 or the Market Value of Your Vehicle for all Mechanical Breakdowns in any one Period of Insurance.

This additional benefit can be claimed for without requiring a valid claim for Loss or Damage under 'Section 1: Loss or Damage to or theft of Your Vehicle'.

### **18) New vehicle option**

If Your Vehicle becomes a Total Loss and it is less than 36 months old from the date Your Vehicle was first 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.

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

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

Upon delivery of the replacement vehicle, You will need to pay:

- any Excess that applies to Your claim; and
- any outstanding Premiums; and
- the unused portion of registration fees and compulsory third party insurance of the Total Loss Vehicle.

## Commercial Motor Vehicle Insurance Policy

### **19) Non owned trailers**

We will cover Your legal Liability for damage to trailers under Your control that are not owned, leased or rented by You and that belong to a Principal, provided that:

- the trailer is attached to Your Vehicle and is used in the course of Your business;
- an Excess of \$500 will apply to each and every Event giving rise to a claim; and
- the amount of the Excess will be increased by 100% if the Event giving rise to the claim occurs while any tipping hoist is fully or partially raised.

The cover under this additional benefit is limited to \$5,000 or Market Value, whichever is the lesser for each and every claim under this additional benefit.

### **20) Other interested party**

In the event of any Loss or Damage to a Vehicle insured under this Policy which is subject to a lease or other financing arrangement whereby the financier retains security over the Vehicle, the financier will be an Insured under this Policy but only to the extent that the financier's remaining interest in the Vehicle insured under this Policy was affected at the time of the Loss or Damage to the insured Vehicle.

### **21) Personal Effects & Tools**

If Personal Effects and Tools belonging to You or Your employees suffer loss, destruction or damage in an Accident involving Your Vehicle We will pay up to \$3,000 in total for the loss, destruction or damage to those items provided that they are not insured under another insurance policy.

### **22) Purchase of vehicles**

We will provide Comprehensive cover on vehicles purchased by You during the Period of Insurance, provided that:

- such vehicles are of a similar type to Vehicles insured by You at the commencement of the Period of Insurance, and
- the maximum We will pay, in respect of Loss or Damage to any such vehicle, is the Market Value, the amount You paid for it or \$500,000, whichever is less, and
- You notify Us within 60 days of acquisition, and
- You pay Us any additional Premium and applicable Excess.

## Commercial Motor Vehicle Insurance Policy

### **23) Registration of Vehicles**

The cover granted by this Policy shall not be prejudiced by reason only of the registration of the Vehicle being cancelled or suspended solely as a consequence of You not having paid a fine for a traffic or parking violation.

### **24) Removal of debris**

We will pay up to \$50,000 for the cost necessarily incurred in the clean-up and removal of debris from Your Vehicle including debris from:

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

### **25) Removal of load**

We will cover up to a maximum of \$25,000 for the necessary and reasonable costs to remove Your Vehicle's loads and or cleaning costs of load debris for goods falling from Your Vehicle or being damaged following Loss or Damage to Your Vehicle.

### **26) Repair guarantee**

If We authorise the repairs to Your Vehicle through a repairer suggested by Us, then We will guarantee the repairs against any defect due to workmanship or faulty material for as long as You own the Vehicle.

### **27) Replacement of locks and keys**

If Your keys are stolen or damaged or there are reasonable grounds to believe Your keys may have been illegally duplicated We will pay for the reasonable costs of:

- replacing the key ignition barrel and all locks and keys; or
- re-coding Your locks including associated electronic components of the Vehicle.

The most We will pay under this additional benefit is \$5,000 per Vehicle to a maximum of \$20,000 per Event.



## Commercial Motor Vehicle Insurance Policy

### **28) Retrieval costs**

In the event of Your Vehicle becoming unintentionally immobilised in any situation, other than as a result of mechanical, electrical, electronic failure, impact or Accident related damage, We will pay You for the reasonable costs of recovery and/or retrieval of Your Vehicle.

However:

- Our Liability in respect of any such costs will not exceed \$5,000 during the Period of Insurance; and
- where You provide Your own equipment for the purpose of recovery, settlement shall be at cost, without allowance for profit.

No Excess will apply if no other Loss or Damage has occurred to Your Vehicle.

### **29) Reward for Recovery of a Stolen Vehicle**

If Your Vehicle has sustained a loss by a theft and We have provided written consent (which shall not be unreasonably withheld) for You to offer a reward to obtain the recovery of Your Vehicle, We, will pay the reward amount specified in that written consent if the Vehicle is recovered.

The amount paid by Us under this additional benefit will not exceed \$1,000.

### **30) Stamp duty for transfer of ownership**

If We settle a claim on Your Vehicle as a Total Loss, We will pay You for stamp duty and transfer fees that are due on the transfer of ownership of a replacement vehicle into Your name. We will only pay an amount based on the value of the insured Vehicle immediately before the Loss or Damage.

### **31) Tarpaulins, gates & chains**

We will pay for the reasonable costs to repair or replace tarpaulins, gates and chains (including dog chains, straps or ropes) as a result of Loss or Damage, up to a maximum of \$5,000 per Event.

## Commercial Motor Vehicle Insurance Policy

### **32) Taxi fare**

If Your Vehicle suffers Loss or Damage in an Accident and as a result requires towing, We will pay up to \$100 in addition to the Sum Insured for the cost of a taxi fare from the scene of the Accident. You must provide Us with a receipt for the taxi fare in order for Us to make a payment under this additional benefit.

### **33) Total Loss following death**

If You or Your employee driver of Your Vehicle (or a member of their Family) is injured and dies as a direct consequence of an Accident to Your Vehicle We will provide You (or Your legal representative) with the option to Total Loss Your Vehicle.

### **34) 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, or
- the death of Your driver if it arose from the Accident which caused the Loss or Damage, or
- the death of any other person if it arose from the Accident which caused the Loss or Damage and either You or Your driver was present at the Accident scene when it occurred.

We will pay for trauma counselling up to a maximum \$5,000 per Event. The trauma counselling must be directly arranged by Us. However, We will not provide any cover that would contravene any legislation, including but not limited to, the Health Insurance Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth).

### **35) Tyre replacement**

If a tyre is damaged and unable to be used again as a direct result of Loss or Damage, We will pay the reasonable costs of replacing it with a new tyre of a similar make and specification.

We will only pay under this additional benefit if the damaged tyre's remaining tread conformed with all legal requirements at the time of Loss or Damage, and it was not recapped or retreaded.

## Commercial Motor Vehicle Insurance Policy

### **36) Unspecified Non-Standard Accessories or Permanently Attached Plant**

If Your Vehicle suffers Loss or Damage We will pay the reasonable costs to repair or replace any Non-Standard Accessories or Permanently Attached Plant that are not listed on Your Policy Schedule, up to a limit of 40% of the Market Value of the Vehicle or \$7,500 (whichever is lesser).

### **37) Vehicle hire excess reimbursement**

If You hire a motorcycle, car, 4WD, utility or van of not more 2 tonnes carrying capacity and You did insure the hired vehicle with the hiring company for the theft, loss or damage or legal liability, We will pay any excess You are required to pay to the hiring company under that insurance during the Period of Insurance.

The most We will pay under this additional benefit is \$5,000 for any one Event and cover is limited to a maximum of five hires in any one Period of Insurance.

### **38) Windscreen Excess waiver**

If Your Vehicle is a sedan, station wagon, 4WD, utility or Other Goods Carrying Vehicle up to 5 tonnes carrying capacity and it suffers Loss or Damage to any of the following:

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

then We will waive the Excess for up to two claims per Vehicle in any one Period of Insurance.

### Optional benefit

You can ask Us to include the following optional benefit to Your Policy, if You have Comprehensive cover.

If You do ask Us to add this optional benefit and We agree then We will require an additional Premium and the details of the optional benefit added will be shown on Your Policy Schedule. If this optional benefit is not shown on Your Policy Schedule then it has not been added to Your Policy and the coverage described in this section does not apply.

#### **1) Hire vehicle following Accident (other than Faultless Collision)**

Cover under this optional benefit is only provided if:

- Your Vehicle is a sedan or station wagon or other Vehicle with a carrying capacity up to 5 tonnes; and
- Your Vehicle is insured under Comprehensive cover.

If Your Vehicle is damaged following an Accident (other than a Faultless Collision) and You have a valid claim under Section 1 We will pay the reasonable costs incurred by You for Hire Vehicle Costs to hire a vehicle of a similar make and model or carrying capacity.

The most We will pay under this optional benefit is:

- \$5,000 for any one claim; and
- \$10,000 in total in any one Period of Insurance.

We will not pay Hire Vehicle Costs under this additional benefit relating to any period of hire after:

- Your Vehicle has been recovered and/or repaired; or
- Your claim has been settled as a Total Loss.

### Section 2: Legal Liability

#### What You are covered for

You and any Additional Insureds are covered where You are legally liable to pay compensation for:

- Loss or Damage to other people's property; 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 2 of this Policy will be shown on Your Policy Schedule as the limit of indemnity, being:

- \$35,000,000; or,
- \$1,000,000 if Your Vehicle is being used for the transport of Dangerous Goods and complies with the Dangerous Goods Code; or,
- if an amount is specified in Your Policy Schedule then that amount.

#### What You are not covered for

You are not covered for any of the following under Section 2 of this Policy:

##### 1) 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 are entitled to be compensated by any:

## Commercial Motor Vehicle Insurance Policy

- statutory or compulsory third party insurance policy;
- statutory or compulsory insurance or compensation scheme or fund; or
- in respect of which You or the person responsible would have been entitled to be compensated by any:
  - statutory or compulsory third party insurance policy;
  - statutory or compulsory insurance or compensation scheme or fundif You had insured or registered Your Vehicle, had lodged a claim under such a policy or scheme, or had complied with the requirements of such a policy or scheme/fund; or
- in respect of which insurance is required by virtue of any statutory workers' compensation scheme; or
- if Your Vehicle is registered in the Northern Territory of Australia; or

### **2) Fines or punitive damages**

Any penalties, fines or punitive, exemplary, multiple or aggravated damages which a court awards against You or another person covered under this Policy; or

### **3) Mobile crane**

Any Liability caused by operating Your Vehicle as a mobile crane to lift goods. This exclusion does not apply to loading or unloading goods onto or from Your Vehicle, by use of a crane mounted on the Vehicle; or

### **4) Property in care or control**

Any 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; or

### **5) 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; or

## Commercial Motor Vehicle Insurance Policy

### **6) 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; or

### **7) 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 Section 1 – Additional benefit 'Trailer cover' (see page 39).

## **Additional benefits**

Subject to the terms, conditions, limits and exclusions of the Policy, the following additional benefits may also be provided if You have a valid claim under Section 2.

### **1) Contractual Liability**

We will cover You 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.

### **2) Legal costs**

We will pay for all reasonable legal fees and expenses incurred in defending any court proceedings arising from Liability covered by Section 2 of this Policy. We must agree to them in writing before they are incurred. Our agreement will not be unreasonably withheld.

We will not pay any legal fees or expenses relating to any criminal or traffic proceedings.

### **3) Movement of other vehicles**

We will pay for Your Liability for damage to Third Party property arising out of You lawfully moving any Vehicle parked in a position so as to prevent or impede the loading, unloading or legitimate passage of Your Vehicle.

## Commercial Motor Vehicle Insurance Policy

### **4) Non-owned vehicles**

We will pay for Your Liability arising from the use of any vehicle that is:

- not owned or supplied by You; and
- being driven or operated by You or by a person authorised by You in connection with Your business, and
- not covered under any other policy of insurance providing similar insurance as that provided under this additional benefit.

We will not pay for Your Liability for loss, destruction or damage to such vehicle.

### **5) Towing disabled vehicles**

We will pay for Your legal Liability for damage 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.

### **6) Uninsured motorists extension**

If Your Policy Schedule shows that You have Third Party, Fire and Theft cover or Third Party Property Damage cover, We will cover Loss or Damage to Your Vehicle arising from a collision with another vehicle where all of the following conditions are met:

- We agree that it was a Faultless Collision; and
- You can provide Us with the name and address of the person responsible for the collision, and the registration number of the other vehicle; and
- the other vehicle was an Uninsured Vehicle; and
- You agree that We can recover any amount We pay to You from the other driver on Your behalf; and
- You agree not to take separate action without Our written consent, which will not be unreasonably withheld.

The most We will pay under this additional benefit is \$10,000 in respect of any one Event, including any costs associated with towing and storage of Your Vehicle if it is unable to be driven or operated following the Accident.

We will not pay under this additional benefit if the driver or operator of the other vehicle was:

- You; or
- Your spouse, de facto partner or any member of Your Family; or
- any person who usually lives with You.



### General terms and conditions

The following general terms and conditions apply to Your Policy. You and anyone who is Insured by this Policy must comply with the terms and conditions of this Policy.

#### Alteration of risk

You must tell Us as soon as reasonably possible when there is a change in the risk, including but not limited to:

- modifying Your Vehicle or adding additional Non-Standard Accessories or Permanently Attached Plant to it that are not listed on Your Policy Schedule;
- when there are changes to the usage of the Vehicle, including if there are changes to the regular drivers of Your Vehicle;
- if any detail on Your Policy Schedule is no longer accurate, such as the address where the Vehicle is garaged or parked overnight;
- when the drivers of Your Vehicle change;
- when someone who regularly drives Your Vehicle commits a driving or criminal offence (other than parking offences), or has their licence suspended, cancelled or restricted by endorsement.

#### Cancellation

You may cancel Your Policy at any time. We will refund to You a proportion of the Premium 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 (see page 32).

We may cancel this Policy by notice in writing for any reason available to Us at law. We will refund to You a proportion of the Premium for the unexpired Period of Insurance (less any non-refundable government charges, taxes and levies that We have paid and are not recoverable).

#### Change of ownership

If You dispose of Your Vehicle or give up any of Your ownership of it, Your cover comes to an end without notice. To obtain a refund, see the Cancellation section above.

## Commercial Motor Vehicle Insurance Policy

### **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 Policy has been issued to each, provided that nothing in this clause results in an increase of the limit of Liability.

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 guilty of willful misconduct in relation to the Liability or Loss or Damage.

### **Precautions**

You must take all reasonable care to prevent or minimise loss, damage, injury, illness or Liability, including Your compliance with any law, by-law, ordinance or regulation that concerns the safety of persons or property.

### **Subrogation waiver**

We will waive any rights, remedies, or relief to which We may become entitled by subrogation against any entity or person where You have been required by contractual agreement to release such party from Liability.

### **You cannot give Your rights away**

You cannot give anyone else an interest in this Policy without Our written consent, which shall not be unreasonably withheld.

### General exclusions

You are not covered 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 or operator of the Vehicle

Your Vehicle was being driven or operated by:

- any person, including You, who was not licenced to drive or operate Your Vehicle, or was not licenced to drive or operate Your Vehicle in the place where it was being used; or
- any person, including You, who:
  - was under the influence of alcohol or of any drug, or has a breath 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;
  - refuses to submit to any test to determine the level of alcohol and/or drugs in the blood when reasonably requested by the police; or
- any person or group of people shown as excluded drivers on Your Policy Schedule; or
- any person not shown on Your Policy Schedule as a specified driver if Your Policy Schedule restricts use to specified drivers.

However, if You can prove that:

- the person driving or operating Your Vehicle did not have Your consent to drive or operate Your Vehicle; or
- You had no reason to suspect that the person driving or operating Your Vehicle was:
  - not licenced or not complying with any conditions imposed on their licence; or
  - affected by alcohol or drugs,

and the driver or operator is not named as one of the Insured on the Policy, We will still provide cover under this Policy to the Insured, but not the driver or operator. In this circumstance the person driving or operating Your Vehicle has no protection under this Policy.

Where possible We will try to recover from the driver or operator any amount paid to You or on Your behalf.

## Commercial Motor Vehicle Insurance Policy

### **The Vehicle**

Your Vehicle is being used while in an unsafe or unroadworthy condition.

This exclusion does not apply if You can prove that:

- You 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 loss, damage or Liability.

### **The usage of the Vehicle**

Your Vehicle is being used:

- to carry passengers for hire, fare or reward other than under a private car sharing arrangement; or
- for driving tuition for payment; or
- for motor trade use other than servicing, repairing or testing Your Vehicle; or
- in any:
  - motor sport event, time trial or pacemaking;
  - trials, tests or experiments for reliability, speed or hill-climbing performance;
  - being tested in preparation for any of the above; or
- for an unlawful purpose or illegal activity; or
- by being hired to others; or
- to carry goods unlawfully; or
- in underground mines, mining shafts or tunnels that are not public roads; or
- 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; or
- while not running solely on terra firma.

### **Deliberate or intentional act**

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from a deliberate, intentional, malicious or criminal act by You or a person acting with Your express or implied consent, except when it is to avoid or reduce damage that would otherwise happen.

## Commercial Motor Vehicle Insurance Policy

### **Lawful seizure**

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from the lawful seizure by any person or organisation of Your Vehicle.

### **Imminent threat**

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from a bushfire, grassfire, storm, flood or tsunami in the first 48 hours of cover, unless this Policy began on the same day:

- You purchased Your Vehicle; or
- that another policy which provided 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 48 hours specified).

### **War or terrorism**

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from:

- any Act of Terrorism (regardless of whether any other cause or event was contributing concurrently or in any other sequence);
- any action taken in controlling, preventing or suppressing any Act of Terrorism;
- 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.

### **Radioactivity**

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste.

### **Asbestos**

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from the use or presence of asbestos or asbestos products or asbestos contained in any products.

## Commercial Motor Vehicle Insurance Policy

### **Pollutants**

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from:

- death or bodily injury or property damage directly or indirectly arising out of the discharge, migration, dispersal, release or escape of Pollutants or contaminated substances into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water);
- death or bodily injury or property damage directly or indirectly arising out of the discharge, migration, dispersal, release or escape of Pollutants or contaminated substances caused by any product that has been discarded, dumped, abandoned or thrown away by others;
- the cost of removing, nullifying or cleaning up Pollutants or contaminated substances; or
- the cost of preventing the escape of Pollutants or contaminated substances.

This exclusion will not apply where the claim arises from a sudden, identifiable, unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance.

### **Dangerous goods**

We will not pay for Loss or Damage, or Liability caused by, or arising directly or indirectly from:

- explosives or radioactive substances, in any quantity; or
- all Dangerous Goods if the manner in which they are transported does not comply with Dangerous Goods Code, or any other applicable legislation and regulations.

### Definitions

For all terms defined in this section the singular shall include the plural and vice versa, except where the context otherwise requires.

**Accident or Accidental** means unintended, unforeseen, fortuitous or unanticipated happening or mishap, which is not expected or designed.

**Act of Terrorism** 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 political division thereof, or in pursuit of political, religious, ideological or similar purposes 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** 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; and
- the legal representative of a deceased person covered under this Policy.

**Agreed Value** means the amount (exclusive of GST) which We agree to insure Your Vehicle for, as shown in the Policy Schedule.

**Dangerous Goods** means freight that consists of goods defined as dangerous in the Dangerous Goods Code.

## Commercial Motor Vehicle Insurance Policy

**Dangerous Goods Code** means the current Australian Code for the Transport of Dangerous Goods by Road and Rail.

**Dry Hire** means the hiring out of Your Vehicle without a driver.

**Event** means a single Accident or a series of Accidents with the same original cause.

**Excess** means the first amount of each claim that You or the person making the claim must pay. In this Policy there a number of different Excesses which may apply for any given claim. The amount of these Excesses will be shown on Your Policy Schedule or in this PDS.

**Family** means Your spouse, de-facto partner, parents, siblings and dependent children.

**Faultless Collision** means Your Vehicle is involved in a collision with another vehicle, and

- The driver of the other vehicle was at fault; and
- You provide Us with the registration number of the other vehicle, and the name and address of its driver; and
- Your claim exceeds the Excess(es) that would otherwise be applicable.

**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** is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507.

**Liability** means a person's legal responsibility to pay compensation to another person.

**Loss or Damage** means sudden physical loss, damage or destruction to Your Vehicle caused by an unexpected Event not otherwise excluded by this Policy. The physical loss, damage or destruction must occur at an identifiable time and place.



## Commercial Motor Vehicle Insurance Policy

**Market Value** means the amount it would cost to replace Your Vehicle with a Vehicle of the same make, model, age, geographical location and condition immediately before the Loss or Damage. Market Value excludes charges for vehicle registration, compulsory third party insurance, stamp duty transfer, dealer warranty costs or transfer fees. We may refer to an accepted motor vehicle valuation guide used by the motor industry to determine the Market Value of Your Vehicle.

**Mechanical Breakdown** means the actual breaking, burning out or malfunction of any part of Your Vehicle (excluding such breakdown due to placing an incorrect type, or inappropriate fuel, lubricant or coolant into a Vehicle, or failing to place the correct or appropriate fuel, lubricant or coolant into a Vehicle) whilst in the course of use within the limits specified by the manufacturer, as a result of internal, electronic, electrical or mechanical defect causing sudden stoppage of normal operation and necessitating repair before it can resume normal operation.

**Mobile Plant** means a self-propelled Vehicle 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** means enhancements that affect the performance, or diminish safety, or change the characteristics of the Vehicle beyond the manufacturer's specification.

**Non-Standard Accessories** means accessories that were fitted as an optional extra at the factory or accessories that were fitted after the Vehicle left the manufacturer.

**Period of Insurance** means the dates over which Your insurance cover is valid, ending on the expiry date as shown in Your Policy Schedule unless the Policy is terminated earlier in accordance with the Policy terms and conditions.

**Permanently Attached Plant** means a piece of equipment which cannot be easily removed and is necessary for Your Vehicle to operate in the ordinary course of Your business. This may include a crane arm, hydraulic lifting equipment, concrete bowls, tilt trays, concrete pumping equipment, or other similar equipment.

## Commercial Motor Vehicle Insurance Policy

**Personal Effects and Tools** means items of clothing, personal belongings, or tools used in connection with Your business, but not including:

- mobile electronic devices
- cheques, money, credit cards or negotiable instruments.

**Policy** means this document, the Policy Schedule and any attachment or memoranda affixed and any future documents issued to You which amends the policy wording or Policy Schedule. Together they form the insurance contract.

**Policy Schedule** means the relevant Policy Schedule issued by Us. This is a separate document unique to You, which shows the insurance details personal to You. It includes changes, conditions and exclusions made to suit Your individual circumstances and may amend the Policy.

**Pollutant** means any irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, chemicals or waste. Waste includes but is not limited to all materials to be recycled, reconditioned or reclaimed.

**Premium** means the amount(s) shown in Your Policy Schedule that You have to pay for the cover We provide which is inclusive of stamp duty, GST, fire services levy (where applicable) and any additional government charges.

**Principal** means a person for whom You act as agent or representative and includes the Commonwealth of Australia or a State or Territorial Government.

**Standard Accessories** means accessories that come standard with the Vehicle at the time of manufacture.

**Sum Insured** means the amount (exclusive of GST) specified in the Policy Schedule, or in other documents forming part of Your Policy, against each of Your Vehicles.

**Third Party** means a person who is not the Insured, or is not a person to whom cover is provided directly to by this Policy.

**Tool of Trade** means use of Your Vehicle or Mobile Plant for excavating, digging, grading, drilling, lifting, pumping, vacuuming or other mechanical work, other than for:

## Commercial Motor Vehicle Insurance Policy

- loading and unloading goods onto or from a vehicle, by use of a crane mounted on that vehicle, or
- transit to or from or within a work site, or
- transport or haulage.

**Total Loss** means:

- We assess that the likely cost to repair the Vehicle plus the value of any salvage exceeds:
  - the Agreed Value if Your Vehicle is insured for Agreed Value, or
  - the Market Value or Sum Insured, whichever is less, if Your Vehicle is insured for Market Value; or
- the Vehicle is stolen and not recovered within a reasonable period of time as determined by Us.

**Uninsured Vehicle** means that neither the owner nor the driver of the other vehicle is insured against Liability for property damage.

**Use of Your Vehicle** means use of Your Vehicle:

- in connection with Your business or occupation; or
- for private use.

For Section 2 Legal Liability only, Use of Your Vehicle also includes:

- goods falling from it;
- loading and unloading it, but not carrying a load (or part of a load) to or from Your Vehicle; and
- towing a single trailer, caravan, or disabled vehicle.

**Valid Licence** means the appropriate licence required by law to drive or operate the Vehicle. Valid licence includes a learner's permit. The driver or operator must be with someone who holds a full licence to drive or operate Your Vehicle, if it is a condition of the permit.

**Vehicle** means any mechanically propelled machine, including Standard Accessories and Permanently Attached Plant, that is designed to travel on wheels or self-laid tracks described in the Policy Schedule.

Where the Vehicle has a carrying capacity of up to 5 tonnes, this also includes:

- any Non-Standard Accessories covered within the limits of the additional benefit "Unspecified Non-Standard Accessories or Permanently Attached Plant"(see page 51); and

## Commercial Motor Vehicle Insurance Policy

- any Non-Standard Accessories specified in the Policy Schedule where their total value is greater than what is covered within the additional benefit “Unspecified Non-Standard Accessories or Permanently Attached Plant”(see page 51).

Where the Vehicle has a carrying capacity of 5 tonnes or greater, this also includes:

- any Non-Standard Accessories specified in the Policy Schedule.

**We, Us, Our, Ours** means Millennium Underwriting Agencies Pty Ltd (MUA) (ABN 38 079 194 095, AFS Licence No. 246721) who is acting as an agent of the Insurer under a binder agreement.

**You, Your, Yours or Insured** means the person(s), companies or firms named on Your Policy Schedule as the Insured.

## **About Millennium Underwriting Agencies Pty Ltd**

Millennium Underwriting Agencies Pty Ltd (MUA) (ABN 38 079 194 095, AFS Licence No. 246721) is an insurance underwriting agency and holds an AFS Licence to issue and deal in general insurance products.

MUA was established in 1998 and is part of the MGA Whittles Group of Companies.

MUA's contact details are as follows:

- 277 Magill Road, Trinity Gardens, SA 5068
- PO Box 309, Kent Town SA 5071
- Telephone 08 8249 7900
- [www.millennium.com.au](http://www.millennium.com.au)

### **Association with an Insurance Broker**

Millennium Underwriting Agencies Pty Ltd have an association with MGA Insurance Brokers Pty Ltd (ABN 29 008 096 277, AFS Licence No. 244601).

MGA Insurance Brokers Pty Ltd and Millennium Underwriting Agencies Pty Ltd have some common directors and a proportion of the shares of each company have common ownership.

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