

# **Toyota Fleet Management (TFM) Commercial Motor Vehicle Insurance Policy**

**Product Disclosure Statement**

Effective Date: 1st October 2022

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# TFM Commercial Motor Vehicle Insurance Policy Product Disclosure Statement

## Part 1 – Important Information

This Product Disclosure Statement (PDS) is an important document about this product and includes the policy wording, which starts on page 12.

This document contains information designed to help you decide whether to become an Insured under the TFM Commercial Motor Vehicle Insurance Policy. The information contained in this PDS is general information only. It is important you read the policy to ensure you have the cover you need before making a decision to become an Insured under this product.

We sometimes capitalise terms in this PDS to show that words are abbreviated or have a particular defined meaning. You should refer to the Definitions & Interpretation from page 12 to obtain the full meaning of such terms.

### About the Insurer

This product is issued by Aioi Nissay Dowa Insurance Company Australia Pty Ltd (Adica) (ABN 11 132 524 282, AFSL 443540). In this document, the Insurer may also be expressed as 'Insurer', 'we', 'us' or 'our'. Our full contact details are provided at the end of this document.

### About the Distributor

Toyota Fleet Management (TFM), a division of Toyota Finance Australia Limited (ABN 48 002 435 181, AFSL 392536), is the distributor of this PDS and policy.

### Our contract with you

This policy is a contract of insurance between you and the Insurer and contains all the details of the cover that we provide. The policy is made up of:

- the policy wording, which begins on page 12 of this document. It sets out what is covered and the claims procedure, exclusions and other terms and conditions of cover;
- the information you provided to us when applying for insurance cover;
- your most current Policy Schedule. 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. It may amend the policy; and
- any other change otherwise advised by us in writing (such as an endorsement or a supplementary PDS). These written changes vary or modify the above documents.

Please note the Description of Cover in the Policy Schedule specifies which Sections of the policy apply to all Insured Vehicles or to types of or specific Insured Vehicles.

This document is also the PDS for any offer of renewal we may make, unless we tell you otherwise. You should keep this policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.

## TFM Commercial Motor Vehicle Insurance Policy

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

The policy cover can be customised to meet your requirements and the level of cover options are as follows:

- Own Damage and Third Party Liability Cover
- Fire, Theft and Third Party Liability Cover
- Third Party Liability Cover

These levels of cover options are further explained in the Benefits of Cover Available section.

Please note, the same level of cover option can apply to all Insured Vehicles or different levels of cover options can apply to types of vehicles and/or to individual vehicles. The applicable level of cover option(s) and to which vehicles it applies/they apply will be shown in the Description of Cover specified in the Policy Schedule.

### Significant issues to consider

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

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

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

#### **Basis of Settlement – Section 1**

Under Section 1 – Own Damage, the Basis of Settlement in the case of Total Loss is Market Value.

#### **Basis of Settlement – Sections 2 and 3**

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

#### **Carriage of Hazardous Goods**

Under Sections 2 and 3, we provide cover in the event that the Insured Vehicle is being used for, attached to, or towing a vehicle used for the carriage of hazardous goods for up to a \$1,000,000 Limit of Liability. We recommend you refer to page 16 and review the limit under the Carriage of Hazardous Goods cover provided to ascertain if it is adequate for your requirements.

#### **Extensions of Cover**

When you have a Loss, additional expenses may be incurred. For example, Hire Costs, Emergency Services and Recovery Costs. Please refer to the Extensions to Section 1 from page 14, the Extensions to Sections 2 and 3 from page 17 and the Extension to all Sections on page 18.

Where these Extensions have limits, these limits (which are additional to the insured value unless otherwise specified), are sub-limited to either per event, per vehicle or per day. The standard limits are set out in the Benefits of Cover Available section. We suggest you review these limits to see if they are adequate for your requirements. The limits will appear on the Policy Schedule.

#### **Excesses can apply**

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

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

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

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

The following Excesses apply to this policy:

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

## Exclusions

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

- Loss as a result of the inability to use an Insured Vehicle;
- Loss or Damage as a result of depreciation, wear and tear, rust or corrosion;
- Damage to the tyres of an Insured Vehicle by application of brakes, or by road punctures, cuts or bursting;
- Loss or Damage due to failure to take reasonable steps to ensure the safety of an Insured Vehicle after breakdown or damage, for example failing to lock or secure the vehicle where possible; and
- an Insured Vehicle being used as a Tool of Trade under Sections 2 and 3.

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

Some may not be relevant to your requirements however you should make yourself aware of all the Exclusions. Please refer to the General Exclusions (Applicable to All Sections except where otherwise specified) from page 18.

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

The General Terms and Conditions – (Applicable to All Sections) set out your obligations with which you need to comply. Please read these General Terms and Conditions – (Applicable to All Sections) from page 20. You should make yourself aware of all the terms and conditions that apply. If you do not comply with them, we may be able to decline or reduce the claim payment or cancel your cover.

## Make sure you have the cover you need

You should consider the appropriate amounts and risks for which you need to be insured. If you do not adequately insure for your risks, you may have to bear any uninsured losses yourself.

Please refer to the Basis of Settlement, the standard Limits of Liability and the standard limits for Extensions set out in the Benefits of Cover Available section. If these are not appropriate for you, then you may be underinsured when you need to make a claim.

## Change of circumstances

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

## Benefits of Cover Available

The following is a summary of the major benefits under the policy. Please refer to each section of the policy for full details of coverage and applicable terms and conditions. Please refer to the Description of Cover specified in the Policy Schedule to ascertain the level of cover option applicable to all Insured Vehicles or to types of or specific Insured Vehicles. The standard limits are set out below. Please refer to the Policy Schedule for details of the limits applicable to your policy.

Level of Cover Options	Benefits of cover	Standard limit	Page no.
Own Damage and Third Party Liability Cover	Cover under: <ul style="list-style-type: none"> <li>▪ Section 1 for theft of or accidental or malicious damage to the Insured Vehicle;</li> <li>▪ Section 2 for liability for certain Loss or Damage to third party property caused by the use of Insured Vehicle; and</li> <li>▪ Section 3 for liability for the death of or personal injury to a third party caused by the use of the Insured Vehicle</li> </ul>	Up to Market Value	14
		Up to \$30,000,000 for Sections 2 and 3	16
		Up to \$1,000,000 for Carriage of Hazardous Goods for Sections 2 and 3	17
Fire, Theft and Third Party Liability Cover	Cover under: <ul style="list-style-type: none"> <li>▪ Section 1 restricted to Loss or Damage caused by fire, explosion, lightning, theft or attempted theft;</li> <li>▪ Section 2 for liability for certain Loss or Damage to third party property caused by the use of Insured Vehicle; and</li> <li>▪ Section 3 for liability for the death of or personal injury to a third party caused by the use of the Insured Vehicle</li> </ul>	Up to Market Value	14
		Up to \$30,000,000 for Sections 2 and 3	16
		Up to \$1,000,000 for Carriage of Hazardous Goods for Sections 2 and 3	17
Third Party Liability Cover	Cover under: <ul style="list-style-type: none"> <li>▪ Section 2 for liability for certain loss or damage to third party property caused by the use of Insured Vehicle; and</li> <li>▪ Section 3 for liability for the death of or personal injury to a third party caused by the use of the Insured Vehicle</li> </ul>	Up to \$30,000,000 for Sections 2 and 3	16
		Up to \$1,000,000 for carriage of Hazardous Goods for Sections 2 and 3	17
<b>Extensions to Section 1 'Own Damage'</b>		<b>Standard limit</b>	
Towing charges	Reasonable towing costs and redelivery costs after repair	Up to \$10,000 per Event	14
Cost of repatriating driver and passengers	Reasonable transport and accommodation costs for driver and passengers if Loss or Damage occurs more than 100km from the original point of departure	Up to \$2,000 per Event	15
Signwriting	Reasonable replacement costs in respect of signwriting or artwork	Up to \$2,000 per Event	15
Removal of Debris	Reasonable costs incurred to clean-up and remove debris	Up to \$50,000 per Event	15

Hire Costs	If your vehicle is stolen or damaged, costs to hire a rental car of similar type	Up to \$100 per day for cars and \$250 per day for goods carrying vehicles (up to 30 days)	15
Transit	Transit within Australia by road/rail/sea	Up to \$5,000 per Event	15
Recovery Costs	If your vehicle is stolen and subsequently found, we will pay the cost of recovering the vehicle	Up to \$5,000 per Event	15
Emergency Services	The costs of emergency services attending the scene of an accident	Up to \$5,000 per Event	15
Employees' Personal Property and Company Owned Property	Employees' personal property and property belonging to you not otherwise insured under this policy	Up to \$5,000 per Event	16
Locks and Keys	Replacement costs	Up to \$10,000 per vehicle and \$50,000 per Event	16
Retrieval Costs	Costs of recovery and/or retrieval of immobilised insured vehicle	Up to \$50,000 per Event	16
Rewards for Stolen Vehicles	Reward offered to secure the return of vehicle	Up to \$5,000 per Event	16
Total Loss of Vehicles Under Finance	Finance Gap, up to 25% of Market Value; 100% of Finance Gap if: <ul style="list-style-type: none"> <li>▪ a sedan, 4WD, utility, or goods carrying vehicle under 2 tonnes payload carrying capacity; and</li> <li>▪ lease with an eligible financier; and</li> <li>▪ Finance Gap greater than 25% of Market Value</li> </ul>		16
<b>Extensions to Sections 2 and 3 – Third Party Liability Property Damage and Third Party Liability Personal Injury</b>			
Legal costs	Cover for legal costs and expenses incurred in defence of court proceedings and at a formal legal inquiry or coroner's inquest		17
Indemnity to other persons	Cover for your liability for third party property damage and personal injury extends to drivers using the vehicle with your consent, and to your employer, principal or business partner		17
Vehicles not owned or supplied	Cover for your liability caused by any vehicle not owned or supplied by you but which is in your charge and being used in connection with your Business		18
Towing	Cover for your liability arising from the towing of a trailer		18
Substitute vehicle	Cover for your liability for Loss or Damage caused by a substitute vehicle being used by you, whilst the vehicle is being serviced, repaired or is not drivable		18
<b>Extension to all Sections</b>			
Crisis Coverage	Public Relations Expenses up to \$50,000 per Event		18

## Duty not to make a misrepresentation

You have a duty to take reasonable care not to make a misrepresentation to us (your duty). Your duty applies before you enter into the policy, and also before you renew, extend, vary or reinstate the policy. Before you do any of these things, we may ask you questions and use the answers in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to our questions must be honest and correct. If you fail to comply with your duty, we may be able to reduce or deny any claim that you make or cancel your policy, or both. If your failure is fraudulent, we may be able to refuse to pay your claim and treat your policy as never having existed.

## How we calculate the premium

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

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

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

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

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

### How and when you pay your premium and what happens if you don't pay

This policy is an annual policy and your Premium is to be paid to TFM in monthly instalments which are payable one month in arrears. It is important that you are aware that:

- if you have not paid an instalment of Premium by the due date and it is still outstanding fourteen days after the due date then we may refuse payment of any part of your claim and may seek repayment of any sums previously paid; and
- if you have not paid an instalment of Premium by the due date and it is still outstanding one month after the due date then we may cancel the policy by giving you ten business days' notice.

These provisions are set out in Condition 16.1.4 of 16.1 'Cancellation' and in Condition 16.12 'Payment of Premium in Instalments'. TFM will send you an offer of renewal of your insurance once a year, before your current Period of Insurance expires.

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 TFM, which is subject to our reassessment of your circumstances at the time of application.



## Goods and Services Tax

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

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

## Cooling Off Period

If for any reason, you are not completely satisfied with this policy, you may notify TFM, or us, to cancel your cover within twenty-one (21) days of the date when you first become an Insured and receive a full refund.

You may cancel the policy and receive a full refund of any premiums paid, unless you have:

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

You can cancel your policy at any time after the cooling-off period by requesting us to do so. Please refer to Condition 16.1 'Cancellation' under General Terms and Conditions - (Applicable to All Sections).

## Complaints and Disputes Resolution Process

If you have a complaint about an insurance product we have issued, or service you have received from us, you can contact Adica to lodge a complaint. We will acknowledge receipt of your complaint within 24 hours or as soon as practicable

**Telephone number:** 1800 189 296  
**Email:** [resolutionteam@adica.com.au](mailto:resolutionteam@adica.com.au)

Please refer to [complaints guide](#) located at [www.adica.com.au](http://www.adica.com.au) for more details of the internal dispute resolution process.

We expect that the 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.

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 Scheme

This policy may be a 'protected policy' for the purposes of the Federal Government's Financial Claims Scheme (FCS). The FCS is administered by the Australian Prudential Regulation Authority (APRA). We are authorised by APRA. In the unlikely event of an insurer authorised by APRA, such as us, becoming insolvent, the Federal Treasurer may make a declaration that the FCS applies to that insurer. If the FCS applies, as a policyholder you may be entitled to have valid claims paid under the FCS. Access to the FCS is subject to eligibility criteria. Information about the scheme can be obtained from the FCS website at [www.fcs.gov.au](http://www.fcs.gov.au).

## How to make a claim

If you need to make a claim on this policy, please refer to 'Claims Procedure' on page 21.

## Privacy

We are bound by the Privacy Act 1988 (Cth).

We value your privacy and will only use your information for the purposes for which it was collected, the purposes set out in our privacy policy (Privacy Policy), other related purposes notified to you and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with our products or services.

We may also request you to provide us with personal information about someone else, for example a driver. Before providing us with such information you must tell that person that you will be providing personal information about them to us and that their information will be handled in accordance with our Privacy Policy. You must also provide them with a copy of (or refer them to where they can obtain a copy of) the Privacy Policy. If you provide us with Personal Information of another person, you warrant that you have that person's consent to do so.

We may share your information with our related entities and third parties including any intermediary, and its affiliates, who provide services to us or on our behalf or with other entities for purposes for which it was collected. Some of these entities may be located outside of Australia, in countries such as Japan.

If you believe we may have compromised your privacy or breached the Privacy Act 1988 (Cth) or its privacy principles, you can contact us using the details below. Once you notify us of your complaint, we will investigate and provide you with a determination in accordance with our Privacy Policy. If you disagree with our determination, you can contact us to discuss your concerns or you may choose to refer your complaint to the Office of the Australian Information Commissioner by visiting [www.oaic.gov.au](http://www.oaic.gov.au).

For more details on the purposes for which and how we collect, store, use and disclose your information, or our complaints process, please read our [Privacy Policy](#) located at [www.adica.com.au](http://www.adica.com.au). We encourage you to obtain a copy of the Privacy Policy and read it carefully.

**Phone:** 1300 622 302  
**Mail:** Aioi Nissay Dowa Insurance Company Australia Pty Ltd (Adica) PO Box 7212 Melbourne VIC 3004  
**Email:** [resolutionteam@adica.com.au](mailto:resolutionteam@adica.com.au)

For matters relating to Toyota Fleet Management, contact us by mail to Locked Bag 980, Milsons Point NSW 1565, by email to [fleetinsurance@tfal.com.au](mailto:fleetinsurance@tfal.com.au) or by telephone 1300 888 870 (Option 3).

## General Insurance Code of Practice

Adica proudly supports, and complies with, the General Insurance Code of Practice (Code).

The Code has been developed to exceed the standards set out in regulation and to reflect changing community expectations and attitudes towards insurance. It has been designed to create:

- an informed relationship between insurers and customers;
- public confidence in the general insurance industry;
- rapid resolution of complaints and disputes; and
- even higher standards of customer service.

A copy of the Code can be obtained from the Insurance Council of Australia (ICA) or by visiting [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code Governance Committee is an independent body which monitors and enforces the Code and has powers to impose sanctions on Code subscribers for non-compliance.

## Repair Industry Code of Conduct

We comply with the Repair Industry Code of Conduct.

We will choose the repairer, authorise the repairs and manage the entire quote and repair process for you. If you wish you can choose a repairer to provide one of the quotes.

If we consider your repairer's quote to not be competitive, or we do not believe that the repairs to your vehicle would be completed to a satisfactory standard, we reserve the right to authorise the repairs to be carried out by a repairer nominated by us.

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

In other cases, we may not approve the use of genuine parts, however your vehicle will be repaired with parts consistent with the age or condition of your vehicle. In the case of replacement windscreens, sunroofs and window glass we may choose to use Australian design rule compliant parts instead of the genuine parts described above.

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

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

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

## Updating this PDS

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

# TFM Commercial Motor Vehicle Insurance Policy

## Part 2 – Policy Wording

### 1. Definitions & Interpretation

In the PDS and policy:

#### 1.1. Accessories

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

#### 1.2. Act of Terrorism

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

#### 1.3. Business

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

#### 1.4. Event

Event means an incident or accident or series of accidents or incidents resulting from the one original cause.

#### 1.5. Excess

Excess means the amount(s) specified in the Policy Schedule which you must pay towards the cost of any claim under your policy. An Excess will apply separately to each Insured Vehicle and each claim on that Insured Vehicle.

#### 1.6. Finance Gap

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

#### 1.7. Insured

Insured means the person named in the Policy Schedule and, if a company, includes all subsidiary companies, organisations and other entities in which the Insured has a controlling interest to the extent only that each of them is engaged in carrying on the Business described in the Policy Schedule; including activities which are substantially of the same kind or related to that Business.

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

#### 1.8. Insured Vehicle

Insured Vehicle means all vehicles specified in the Schedule of Vehicles.

#### 1.9. Insurer

Insurer means Adica. In this document, the Insurer may also be expressed we, us or our.

#### 1.10. Loss or Damage

Loss or Damage means theft, damage, loss or destruction caused by an unexpected, unforeseen or unintended happening including Malicious Damage.

#### 1.11. Malicious Damage

Malicious Damage means damage, loss or destruction intentionally caused by a third party without your consent.

#### 1.12. Market Value

Market Value means the amount required to purchase a vehicle similar to an Insured Vehicle immediately before it suffered Loss or Damage, taking into account its make, model, age, kilometres travelled, condition and location, exclusive of GST.

**1.13. Period of Insurance**

Period of Insurance means the Period of Insurance specified in the Policy Schedule or any subsequent Period of Insurance for which renewal has been agreed.

**1.14. Policy Schedule**

Policy Schedule means the Policy Schedule attached to the policy or any later Policy Schedule issued by way of endorsement.

**1.15. Premium**

Premium means the amount paid to us by or on behalf of the Insured and includes any relevant statutory charges payable.

**1.16. Public Relations Expenses**

Public Relations Expenses means the reasonable fees and related expenses of a public relations firm or consultant, crisis management firm or law firm which an Insured in the reasonable exercise of their discretion, may engage with our written consent to prevent or limit adverse effects or negative publicity in respect of an Event.

**1.17. Schedule of Vehicles**

Schedule of Vehicles means a list of Insured Vehicles provided by or on behalf of the Insured for underwriting purposes.

**1.18. Tool of Trade**

Tool of Trade means a motor vehicle which has a tool or plant forming part of, attached to or used in connection with it, while such tool or plant is engaged on a work site, but does not include vehicles whilst in transit to or from any work site.

**1.19. Total Loss**

Total Loss means the Insured Vehicle has been stolen and not found within 14 days after the theft has been reported to us or it would not be safe, economical or practical to repair the Insured Vehicle having regard to the following:

- the Market Value of the Insured Vehicle;
- the salvage value of the Insured Vehicle;
- the cost of repair; and
- the 'Damage Assessment Criteria for the Classification of Statutory Write-Offs' developed by the National Motor Vehicle Theft Reduction Council.

## 2. Insuring Agreement

Subject to the terms and conditions contained in this policy, and after you have paid or agreed to pay us the Premium, we will indemnify you in accordance with the Description of Cover, against Loss or Damage under Section 1: Own Damage, Section 2: Third Party Liability – Property Damage and Section 3: Third Party Liability – Personal Injury, occurring during the Period of Insurance up to the Limits of Liability specified in the Policy Schedule.

## 3. Interested Parties

Indemnity against Loss or Damage under Section 1: Own Damage, Section 2: Third Party Liability – Property Damage and Section 3: Third Party Liability – Personal Injury, is extended to include any person, company or firm who has a financial and/or an insurable interest in the Insured Vehicle which is the subject of the Loss, Damage or liability.

## 4. Limitation of Use

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

- 4.1. privately for social domestic and pleasure purposes;
- 4.2. in connection with the Business;
- 4.3. for demonstration for sale;
- 4.4. in connection with servicing, repairing and subsequent testing;
- 4.5. for tuition, provided it is not for payment;
- 4.6. for towing a caravan, trailer or vehicle, provided it is not for payment, provided that, Conditions 4.3 and 4.4 shall not apply when the Business involves the sale, service and or repair of motor vehicles for reward.

## 5. Territorial Limits

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

## 6. Description of Cover

The Description of Cover for all Insured Vehicles or for types of or specific Insured Vehicles is as specified in the Policy Schedule. When the Description of Cover is:

### 6.1. Own Damage and Third Party Liability –

all Sections of the policy will operate for all Insured Vehicles or for the type(s) of or specific Insured Vehicle(s) specified in the Description of Cover, as the case may be.

### 6.2. Fire, Theft and Third Party Liability –

all Sections of the policy will operate for all Insured Vehicles or for the type(s) of or specific Insured Vehicle(s) specified in the Description of Cover, as the case may be, provided that Section 1: Own Damage cover is restricted to Loss or Damage caused by fire, explosion, lightning, theft or attempted theft.

### 6.3. Third Party Liability –

only Section 2: Third Party Liability – Property Damage and Section 3: Third Party Liability – Personal Injury will operate for all Insured Vehicles or for the type(s) of or specific Insured Vehicle(s) specified in the Description of Cover, as the case may be.

## 7. Section 1: Own Damage

We insure you for Loss or Damage of or to an Insured Vehicle, occurring during the Period of Insurance, in accordance with Condition 6 'Description of Cover'. This cover extends to include all Accessories and apparatus, together with manufacturer's options, tools and spare parts and spare wheels, attached to or within the Insured Vehicle that is the subject of the claim.

### 7.1. Basis of Settlement

#### 7.1.1. Repair

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

#### 7.1.2. Total Loss

If we declare the Insured Vehicle to be a Total Loss then the maximum amount we will pay for the Insured Vehicle is the Market Value.

### 7.2. Genuine Parts

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

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

**7.2.2.** for non-Toyota Insured Vehicles, to approve the use of genuine parts made by the relevant manufacturer's suppliers.

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

## 8. Extensions to Section 1

The following Extensions extend the cover under Section 1: Own Damage, in accordance with Condition 6 'Description of Cover'.

Our liability for Extensions 8.1 – 8.12 is limited to the amount stated in the Policy Schedule against each Extension.

In connection with a claim under Section 1: Own Damage of the policy, we will pay in addition to the amount payable under Condition 7.1 'Basis of Settlement':

### 8.1. Towing Charges

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

## **8.2. Cost of repatriating driver and passengers**

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

## **8.3. Signwriting**

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

## **8.4. Removal of Debris**

The reasonable cost incurred to clean up and remove debris resulting from the Event giving rise to the claim. This Extension includes removal of the Insured Vehicle's load including goods falling or leaking from the Insured Vehicle, but will only provide cover for any amount in excess of which the Insured Vehicle's load is otherwise insured.

## **8.5. Hire Costs**

If an Insured Vehicle is stolen or Damaged, the reasonable cost of hiring a rental car of a similar type (subject to local availability) up to the amount per day specified in the Policy Schedule. We will not pay for hiring costs incurred after the date the Insured Vehicle is available for use by you in a condition similar to the condition it was in prior to the Loss or Damage, nor for a total period of more than 30 days.

The rental car must be arranged by us or authorised by us based on the terms of the relevant benefit. A benefit will only be made available after you have lodged your claim with us, and you have paid any applicable Excess(es). When we arrange a rental car, it will be covered by this policy during the authorised hire period. If the rental car is damaged or stolen during the hire period you will need to lodge a new claim under this policy, and you must pay any Excess(es) that apply.

When we authorise you to arrange a rental car, the rental car will not be insured under this policy and we recommend that you take out insurance for the rental car when you enter into the hire agreement. You will also need to provide us with receipts for the rental charges being claimed in order to receive reimbursement.

The cost of fuel and any other costs associated with the rental car or any additional hire costs will be your responsibility. You must meet the rental conditions which apply, including driver age restrictions, daily kilometre allowances, vehicle return and pick-up locations and the deposit of any bonds.

The rental car must be returned within one business day of:

- us advising you that the Insured Vehicle has been repaired and is able to be driven;
- us advising you that the Insured Vehicle has been found undamaged and is able to be driven;
- the 30-day 'Extension to Section 1 – Own Damage' hire costs benefit expiry; or
- the date we settle your claim.

Should you fail to return the rental car within the applicable time period above, you will be liable for the daily rental car cost after this date.

We will not pay for:

- rental car costs incurred as a result of a delay by you in having the Insured Vehicle repaired;
- any costs incurred due to a delay by a repairer you choose in carrying out repairs; or
- any costs incurred in hiring the car if your claim with Us is declined by Us or withdrawn by you.

## **8.6. Transit**

Transit of an Insured Vehicle within the Commonwealth of Australia by road and/or rail and/or sea. This includes any contribution to general average and salvage charges you incur when such maritime conditions apply, whether or not the Insured Vehicle is Damaged.

## **8.7. Recovery Costs**

If an Insured Vehicle is stolen and subsequently found, we will pay the reasonable cost of recovery from any place in Australia.

## **8.8. Emergency Services**

If an Insured Vehicle is involved in an accident requiring the attendance of the Fire Brigade, Police, Ambulance, State Emergency Services or other regulatory or municipal authority, we will pay the cost of services as may be charged by each relevant service or authority.

### **8.9. Employees' Personal Property and Company Owned Property**

If as a result of Loss or Damage to an Insured Vehicle for which a claim is payable, any personal property belonging to your employee or to you, not otherwise insured under this policy, is lost or Damaged, we will indemnify you in respect of such personal property, subject to deduction of an allowance for age, depreciation, wear and tear. However, this Extension will not cover cash, negotiable instruments, jewellery, computers, laptops, tablets or other electronic equipment or navigation equipment.

We will need to be provided with proof of ownership of any stolen items such as receipts or invoices relating to the items. We may also require a police report for the stolen items

### **8.10. Locks and Keys**

If any of the keys or devices giving access to an Insured Vehicle are lost, destroyed or damaged, or it is likely they have been illegally copied, we

will pay the cost of replacing the keys or devices and/or recoding of the Insured Vehicle's locks and barrels.

We will only provide this cover if:

- the theft of the key(s) or device(s) has been reported to the police; and
- the locks and barrels of the Insured Vehicle are not damaged.

Nil Excess will apply if no other Loss or Damage has occurred to the Insured Vehicle.

### **8.11. Retrieval Costs**

In the Event of the Insured Vehicle becoming unintentionally immobilised in any situation, other than as a result of mechanical, electrical, electronic failure, impact or accident-related Damage, we will pay you for the necessarily incurred costs of recovery and/or retrieval of the Insured Vehicle.

Where you provide your own equipment, for the purpose of recovery or retrieval, we will only pay you the necessary costs of using your own equipment to recover or retrieve the Insured Vehicle.

Nil Excess will apply if no other Loss or Damage has occurred to the Insured Vehicle.

### **8.12. Rewards for Stolen Vehicle**

If the Insured Vehicle is stolen this Extension will cover any reward offered, with our prior approval, to secure the return of the Insured Vehicle.

### **8.13. Total Loss of Vehicles Under Finance**

If:

- 8.13.1.** the Insured Vehicle becomes a Total Loss; and
- 8.13.2.** the Insured Vehicle is the subject of a lease, hire purchase or any other similar agreement; and
- 8.13.3.** the terms of the lease, hire purchase or other similar financial agreement, require you to make a discharging payment to the other party to that agreement, in order to terminate that agreement; and
- 8.13.4.** the amount of the discharging payment is greater than the Market Value, then we will pay the financier the Finance Gap, up to a maximum amount of 25% of the Market Value.

Excepting that, if the Insured Vehicle is a sedan, 4WD, utility, or goods carrying vehicle under 2 tonnes payload carrying capacity under a lease, hire purchase or other similar agreement with an authorised financier, such as TFM and the Finance Gap is greater than 25% of Market Value, then we will pay the financier, the entirety of the Finance Gap.

## **9. Section 2: Third Party Liability – Property Damage**

**9.1.** We will indemnify you, in accordance with Condition 6 'Description of Cover', against your liability at law for damages and claimant's costs and expenses, up to a maximum of the Limit of Liability shown in the Policy Schedule, in respect of Loss of or Damage to property occurring during the Period of Insurance caused by, through or in connection with the use of an Insured Vehicle which includes but is not limited to Damage caused by or connected to:

- 9.1.1.** goods being carried by or falling from the Insured Vehicle and all costs, charges and expenses necessarily and reasonably incurred by you by a public authority to clean up and remove any debris;
- 9.1.2.** the operation of loading and unloading the Insured Vehicle but not the collection or delivery of the load to or from the vehicle beyond the limits of any carriageway or thoroughfare;
- 9.1.3.** the Insured Vehicle being driverless and unattended; or
- 9.1.4.** any passenger travelling in or on, entering into or alighting from the Insured Vehicle.



## 10. Section 3: Third Party Liability – Personal Injury

**10.1.** We will indemnify you, in accordance with Condition 6 'Description of Cover', against your liability at law for damages and claimant's costs and expenses, up to a maximum amount of the Limit of Liability shown in the Policy Schedule, arising from the death of or personal injury to any person other than any person who at the time of the accident giving rise to the death or personal injury was acting in the course of his or her employment by you occurring during the Period of Insurance and caused by, through, or in connection with the use of an Insured Vehicle, including but not limited to death or personal injury caused by or connected to:

- 9.1.1.** goods being carried by or falling from the Insured Vehicle; or
- 9.1.2.** the operation of loading and unloading the Insured Vehicle but not the collection or delivery of the load to or from the vehicle beyond the limits of any carriageway or thoroughfare.

### 10.2. Exclusions to Section 3

We will not indemnify you or any other person claiming indemnity under this Section 3 for or in respect of:

- 10.2.1.** any liability which is covered by or within the scope of any statutory scheme operating anywhere in Australia governing the payment of damages, compensation or expenses (whether limited in amount or not) for death or personal injury, or the insurance of any liability for such payment, where that insurance is required by law, caused by, through, or in connection with the use of an Insured Vehicle;
- 10.2.2.** any amount in excess of that recoverable under any statutory compulsory insurance or fund, or accident compensation scheme;
- 10.2.3.** any claim for which you would have been partially or wholly compensated but for your failure to insure or to register the Insured Vehicle or to lodge a claim in accordance with a requirement of any statutory compulsory insurance or fund, or accident compensation scheme;
- 10.2.4.** any liability for death or personal injury to any person in charge of the Insured Vehicle at the time of the occurrence;
- 10.2.5.** any liability for damages, compensation or expenses for which the right to claim has been abolished or in any way limited by any law operating anywhere in Australia; or
- 10.2.6.** the use of an Insured Vehicle registered in the Northern Territory.

## 11. Extensions to Sections 2 and 3

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

### 11.1. Legal Costs

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

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

### 11.2. Indemnity to other persons

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

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

### **11.3. Vehicles not owned or supplied**

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

### **11.4. Towing**

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

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

### **11.5. Substitute vehicle**

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

We will provide this indemnity only if:

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

## **12. Limits of Liability – Sections 2 and 3**

### **12.1. Sections 2 and 3 combined**

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

### **12.2. Carriage of Hazardous Goods**

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

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

## **13. Extension to all Sections**

The following Extension extends the cover under Sections 1, 2 and 3 of the policy and is limited to the amount stated in the Policy Schedule for this Extension. This amount is in addition to the amount payable under Condition 7.1 Basis of Settlement in respect of claims under Section 1 and is in addition to the Limits of Liability for Sections 2 and 3 as specified in the Policy Schedule in respect of claims under Sections 2 and 3.

### **13.1. Crisis Coverage**

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

## **14. General Exclusions – (Applicable to All Sections except where otherwise specified)**

### **14.1. This policy does not cover:**

- 14.1.1.** Loss of any kind suffered as a result of the inability to use an Insured Vehicle.  
However, Exclusion 14.1.1 will not apply to costs covered by Extensions to Section 1 in Conditions 8.2 'Costs of repatriating driver and passengers' and 8.5 'Hire Costs';
- 14.1.2.** depreciation, fair wear and tear, rust or corrosion of an Insured Vehicle;
- 14.1.3.** structural failure, mechanical, electrical or electronic breakdown or failure of an Insured Vehicle;
- 14.1.4.** the tyres of an Insured Vehicle being Damaged by application of brakes or by road punctures, cuts or bursting;

- 14.1.5.** Loss or Damage to an Insured Vehicle occasioned by lawful seizure or other operation of law arising from any breach of contract, agreement or obligation;
- 14.1.6.** Loss or Damage to an Insured Vehicle due to failure to take steps, where it is safe to do so, to lock or secure the vehicle after it has broken down or been Damaged;
- 14.1.7.** Loss or Damage of any kind caused by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- 14.1.8.** Loss or Damage of any kind caused by or arising from radioactivity, or from the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste or action of nuclear fission or fusion;
- 14.1.9.** any liability for Damage to your property or property in your physical or legal custody or control whilst such property is on or being loaded onto or unloaded from an Insured Vehicle;
- 14.1.10.** any liability which you or any other person or party to whom protection is given under this policy is required by law to insure under a separate statutory policy;
- 14.1.11.** any liability arising under any undertaking or indemnity given or contracted by you without our written consent unless such liability would have attached notwithstanding such undertaking or indemnity;
- 14.1.12.** in respect of Sections 2 and 3, an Insured Vehicle whilst being used as a Tool of Trade;
- 14.1.13.** Loss, Damage, cost, expense or any liability of any nature directly or indirectly caused by, resulting from or arising in connection with:
  - a)** any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
  - b)** any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism;
- 14.1.14.** The Insured Vehicle being operated at an airport, aerodrome, port or wharf; or the Insured Vehicle being used:
  - to transport livestock;
  - in connection with emergency or law enforcement services (including security patrol services);
  - as a tool of trade in respect of mobile earthmoving and/or construction plant; or
  - underground or off road or in any location other than a thoroughfare available for public travel or transportation;
- 14.1.15.** in respect of Sections 2 and 3, the use of an Insured Vehicle when it is unregistered or unlicensed.  
However, this Exclusion 14.1.15 will not apply in respect of an unregistered Insured Vehicle in a place that requires registration, provided you have complied with the appropriate statutory requirements and obtained necessary permits to move the unregistered vehicle. You will allow us to use all remedies available to recover all costs associated with any Loss or Damage occasioned, or liability incurred, by the driver of the Insured Vehicle.

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

- 14.2.1.** used in, or tested in preparation for, a race, trial, test or contest or for pace making;
- 14.2.2.** used in an experiment, test, trial or demonstration other than for re-sale purposes in connection with the motor trade or when involved in a defensive driving course;
- 14.2.3.** used to convey or tow a load in excess of that for which the vehicle or attached trailer was designed. Provided that this Exclusion 14.2.3 shall not apply if you are able to prove that:
  - a)** the Event giving rise to a claim was not caused by or contributed to by such excess load; or
  - b)** you had no knowledge of such overloading;
- 14.2.4.** used whilst in an unsafe or unroadworthy or damaged condition, except where such condition could not reasonably be detected by you or you can assist us in establishing that the Event giving rise to the Loss, Damage or liability was not caused or contributed to by such unsafe, un-roadworthy or Damaged condition;
- 14.2.5.** used for any form of hire other than for a car-pooling agreement as defined in applicable legislation or regulation;
- 14.2.6.** used for an unlawful purpose by you or some other person with your expressed or implied consent;
- 14.2.7.** used for the transportation of goods which are classified as dangerous under the:
  - a)** Australian Code for the Transport of Explosives by Road and Rail; or
  - b)** Australian Code for the Transport of Dangerous Goods by Road or Rail, except as provided under Condition 12.2 of this policy.

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

- 14.3.1.** driven or for the purpose of being driven is in the charge of any person other than a fully authorised driver under all relevant laws, by-laws and regulations;
- 14.3.2.** driven by or is in the charge of any person;
  - a)** while under the influence of an illegal drug;
  - b)** with a percentage of alcohol in their breath or blood in excess of that permitted by law; or
  - c)** who is convicted of the offence of refusing to take a breathalyser or blood test when requested to do so in a lawful manner, except where there are any relevant statutory provisions to the contrary;
- 14.3.3.** driven by you or any person with your permission, whilst not licensed to drive the Insured Vehicle, or whilst disqualified from holding or obtaining such a licence.

Exclusion 14.3.2. will not apply where you can demonstrate that whilst permission was given for such person to use the Insured Vehicle, your officer responsible for insurance did not know, or could not reasonably have known, that the person was so affected and you preserve our rights at law (to the extent such rights exist) to use all remedies available to recover all costs associated with any Loss or Damage occasioned, or liability incurred, by the driver of the Insured Vehicle.

## 15. Excess

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

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

## 16. General Terms and Conditions – (Applicable to All Sections)

### 16.1. Cancellation

- 15.1.1.** This policy may be cancelled at any time at your request in which case you must pay us any Premium owed and outstanding for the period the policy was in force.
- 15.1.2.** We may also cancel this policy, on any grounds set out in the Insurance Contracts Act 1984 (Cth) by giving you written notice of such cancellation in accordance with the Act.
- 15.1.3.** If an instalment of the Premium remains unpaid for one month after the due date then we may cancel the policy by giving you ten business days' notice.
- 15.1.4.** In the Event that we cancel this policy, you must pay us any Premium owed and outstanding for the period the policy was in force.

## **16.2. Claims Procedure**

### **16.2.1. Notification**

You or someone acting on your behalf must promptly:

- a) notify Adica of any accident, or Damage or Loss without delay at the contact details specified below;
- b) notify the police of theft losses or Malicious Damage;
- c) send any letter of notification, demand, claim, writ or summons relating to an accident involving an Insured Vehicle to to the contact details specified below;
- d) assist us in resolving any claim or legal action relating to that accident; and
- e) obtain the details of all drivers and witnesses including registration number of all vehicles, Full names and addresses of all drivers and witnesses.

### **16.2.2. Claims and complaints notification to:**

**Adica**

**Telephone number: 1300 622 302**

**Email: [fleet@adica.com.au](mailto:fleet@adica.com.au)**

### **16.2.3. Liability not to be admitted**

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of you without our consent. We have the right and duty to take over and conduct in your name, the defence or settlement of any claim or to prosecute in your name, for our own benefit, any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and you shall give us all such information and assistance as we may require.

If we make any recovery by way of subrogation, you shall be entitled to recover from us any amount by which our recovery exceeds the amount paid by us in relation to the Loss or Damage.

## **16.3. Fraudulent Claims**

Where a claim is fraudulently made by you, or by any other party, we may refuse payment of any part of the claim and may seek repayment of any sums previously paid. In addition, we may also exercise our cancellation rights under the policy and under the law.

## **16.4. Care of Insured Vehicle**

You must take reasonable steps at all times to safeguard Insured Vehicles from Loss and Damage and to maintain them in an efficient, safe and fully roadworthy condition.

## **16.5. Cross Liability**

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

## **16.6. Breach**

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

## **16.7. Subrogation Waiver**

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

- 16.7.1.** each party comprising the Insured, including your directors, trustees, officers, employees, partners or shareholders;
- 16.7.2.** all of your contractors and sub-contractors; and
- 16.7.3.** any other entity or person where you have been required by contractual agreement to release such parties from liability arising from any event insured by this policy and such waiver and/or release is allowed without prejudice to this insurance.

### **16.8. Acquired Entities**

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

Provided that you shall:

- 16.8.1.** hold a controlling interest in such entity;
- 16.8.2.** advise us of its interest in such entity within a reasonable period following the date of attachment of such interest; and
- 16.8.3.** declare to us the number of additional vehicles to be insured and pay such additional amount as we may require.

### **16.9. Goods and Services Tax (GST)**

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

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

- 16.9.1.** Where we make a payment under this policy for the acquisition of goods, services or other supply, the amount of the payment will be reduced by the amount of any Input Tax Credit that you are, or will be, entitled to in relation to that Acquisition, whether or not you make that acquisition.
- 16.9.2.** Where we make a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to had the payment been applied to acquire such goods, services or other supply.

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

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

### **16.10. Headings**

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

### **16.11. Transfer of Interest**

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

### **16.12. Payment of Premium in Instalments**

This policy is an annual policy, the Premium for which is payable to TFM in monthly instalments paid one month in arrears.

If an instalment of Premium is not paid on the 14th day after the due date, then we may refuse payment of any part of any claim under the policy and may seek repayment of any sums previously paid. In addition, we may also exercise our cancellation rights under the policy and under the law.

### **16.13. Reference to any statute**

A reference to any statute, regulation or subordinate legislation in this policy includes any amendment, replacement, successor or subsequently enacted equivalent statute, regulation or subordinate legislation.

### **16.14. Proper law and jurisdiction**

The construction, interpretation and meaning of the provisions of this policy will be determined in accordance with the laws of the State or Territory of Australia in which the policy was issued.

Where there is any dispute arising under this policy, including but not limited to its construction, interpretation, validity or performance, the parties to the policy submit to the exclusive jurisdiction of the courts of Australia.

# Contact Details

To contact Adica or to make a claim, please call 1300 622 302.

Web: [www.adica.com.au](http://www.adica.com.au)

For any other information about your cover, contact TFM

Phone: 1300 888 870 (option 3)

Email: [fleetinsurance@toyota.com.au](mailto:fleetinsurance@toyota.com.au)

Web: [www.toyotafleetmanagement.com.au](http://www.toyotafleetmanagement.com.au)

