

Tokio Marine & Nichido Fire Insurance Co., Ltd.

## Commercial Motor Vehicle Insurance

# Product Disclosure Statement (PDS) & Policy Wording

THIS PRODUCT IS ISSUED BY **TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.** ABN 80 000 438 291 AFSL 246548, A COMPANY INCORPORATED IN JAPAN THROUGH ITS MANAGING AGENT IN AUSTRALIA **TOKIO MARINE MANAGEMENT (AUSTRALASIA) PTY. LTD.**, ABN 69 001 488 455  
LEVEL 17, 60 MARGARET STREET, SYDNEY NSW 2000

Date of Preparation – 06/2024

[www.tokiomarine.com.au](http://www.tokiomarine.com.au)

*To Be a Good Company*



## Table of Contents

This PDS contains two parts. Part 1 is Important Information, and Part 2 is the Policy Wording. Please read both Parts 1 and Part 2 carefully to ensure that You fully understand the cover provided under the Commercial Motor Vehicle Insurance Policy.

<b>PART 1 – IMPORTANT INFORMATION.....</b>	<b>4</b>
UPDATING THE PDS .....	4
DUTY OF DISCLOSURE (NON-CONSUMER CONTRACTS) & DUTY TO NOT MAKE A MISREPRESENTATION (CONSUMER CONTRACTS) .....	4
DUTY APPLICABLE TO A NON-CONSUMER CONTRACT .....	4
DUTY APPLICABLE TO A CONSUMER CONTRACT .....	4
NON-COMPLIANCE WITH YOUR DUTY .....	5
WHO IS THE INSURER? .....	5
WHO IS THE INSURER’S AGENT IN AUSTRALIA? .....	5
HOW TO CONTACT US .....	5
WHEN YOU NEED TO CONTACT US .....	5
YOUR CONTACT DETAILS .....	6
WHAT WILL THIS POLICY INSURE? .....	6
WHAT DOES THIS POLICY NOT COVER? .....	6
FEATURES AND BENEFITS .....	7
WHEN WILL BENEFITS BE AVAILABLE .....	8
KEY POLICY LIMITS TO BE AWARE OF.....	8
KEY EXCLUSIONS.....	9
TOTAL LOSS.....	10
EXCESSES .....	10
CALCULATING YOUR PREMIUM.....	10
GST .....	10
HOW TO MAKE A CLAIM .....	10
COOLING-OFF PERIOD.....	11
CANCELLATION.....	11
GENERAL CODE OF PRACTICE .....	11
FINANCIAL CLAIMS SCHEME .....	12
PRIVACY .....	12

<b>PART 2 – POLICY WORDING</b> .....	<b>14</b>
POLICY DEFINITIONS.....	14
MOTOR VEHICLE COVER .....	16
What We Will Pay.....	16
Choosing a Repairer .....	16
Paying You the Cost of Repairs .....	16
Replacement Vehicle Benefit .....	16
What is Not Covered.....	16
Additional Benefits .....	17
LEGAL LIABILITY COVER .....	18
What We Will Pay.....	18
What is Not Covered.....	18
Additional Benefit.....	19
GENERAL EXCLUSIONS .....	20
POLICY CONDITIONS.....	22

## PART 1 – IMPORTANT INFORMATION

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

Your Policy consists of:

- this Product Disclosure Statement (PDS) including the Policy Wording in Part 2;
- the current Policy Schedule; and
- any other document which modifies any of the above, such as any endorsement, Supplementary Product Disclosure Statement (SPDS), renewal notice, or cancellation notice.

This PDS contains important information about this product. You should read the PDS carefully before deciding to purchase this product.

Within this PDS, certain capitalised words have specific meanings as defined in the 'Policy Definitions' section in Part 2. It is important that You are aware of them. Words that are capitalised, but are not defined in the Policy Definitions, refer to the corresponding section headings.

### UPDATING THE PDS

Information in the PDS may need to be updated from time to time if certain changes occur and where this is required and permitted by law. We will issue You with a new PDS or a Supplementary PDS (SPDS) to update information in the PDS.

### DUTY OF DISCLOSURE (NON-CONSUMER CONTRACTS) & DUTY TO NOT MAKE A MISREPRESENTATION (CONSUMER CONTRACTS)

Before You enter into an insurance contract with Us, the *Insurance Contracts Act 1984* requires You to take reasonable care not to make a misrepresentation.

For the purposes of this section:

- “Non-Consumer Contract” means a contract of insurance that is not a Consumer Contract, to which Division 1, Part IV of ICA applies.
- “Consumer Contract” means a contract of insurance defined under section 11AB of ICA, to which Division 1A, Part IV of ICA applies;

### DUTY APPLICABLE TO A NON-CONSUMER CONTRACT

If the Policy is a Non-Consumer Contract, the Insured has a duty to disclose anything that the Insured knows, or could reasonably be expected to know, to be a matter relevant to Our decision to enter into a Non-Consumer Contract with the Insured and if so, on what terms.

The Insured does not need to tell Us anything that:

- reduces the risk We insure the Insured for;
- is common knowledge;
- We know, or should know, as an insurer; or
- We waive the Insured's compliance with this duty.

The Insured must comply with this duty up until the time We agree to insure the Insured under a new Policy and when the Policy is renewed, varied, extended, reinstated or replaced.

### DUTY APPLICABLE TO A CONSUMER CONTRACT

If the Policy is a Consumer Contract, before the Insured enters into an insurance contract with Us, the ICA requires the Insured to take reasonable care not to make a misrepresentation.

What this means is that the Insured must take care to ensure the accuracy of any information that is provided to Us, as Our decision whether to enter into a Consumer Contract with the Insured, and if so on what terms, will be based on the information the Insured provides.

The Insured's duty includes:

- Giving honest, accurate and complete answers to any questions We ask;
- Making reasonable enquiries to determine the accuracy of any information given to Us; and
- Taking care to ensure that any representation made to Us is accurate.

The Insured must comply with this duty before the commencement of the Policy and when the Policy is renewed, varied, extended, reinstated or replaced.

### **NON-COMPLIANCE WITH YOUR DUTY**

If the Insured does not comply with the duty set out above (as applicable), We may cancel the Policy or reduce the amount We pay for a Claim, or both. If the Insured does not comply with this duty fraudulently, We may avoid the Policy altogether and treat it as if it never existed.

### **PLEASE READ THE POLICY WORDING CAREFULLY AND IF THERE IS SOMETHING YOU DO NOT UNDERSTAND, PLEASE CONTACT US.**

It is important that You fully understand the cover provided by this Policy. There are terms and conditions, limitations and exclusions that apply to Your cover. You should read the Policy in its entirety, to ensure that this product meets Your needs. If You do not understand any part of this Policy, or require another copy of the Policy, please contact Us using the contact information below.

You should keep any evidence of value of property and proof of ownership (receipts, valuations, owner's manual etc), as We may ask You to provide them if You make a claim. If You cannot prove that You owned an item, We may not pay the claim.

### **WHO IS THE INSURER?**

Tokio Marine & Nichido Fire Insurance Co., Ltd. (TMNF) (ABN 80 000 438 291 & AFSL 246548) is the insurance company that issues this insurance Policy. It is also the issuer of this PDS.

### **WHO IS THE INSURER'S AGENT IN AUSTRALIA?**

Tokio Marine & Nichido's Managing Agent in Australia is Tokio Marine Management (Australasia) Pty. Ltd. (TMMA) (ABN 69 001 488 455). As the managing agent, TMMA holds TMNF's power of attorney, which allows it to perform all of the functions of the insurance company on TMNF's behalf. TMMA is a wholly owned subsidiary of TMNF.

### **HOW TO CONTACT US**

You can contact Us in the following ways:

- Post:** GPO Box 4616  
SYDNEY NSW 2000
- Phone:** (02) 9232 2833
- Email:** [uwinfor@tokiomarine.com.au](mailto:uwinfor@tokiomarine.com.au)

### **WHEN YOU NEED TO CONTACT US**

During the Period of Insurance, You must tell Us, as soon as reasonably practicable, if there is a change in Your circumstances which relate to, or could reasonably relate to, Your Policy. For example:

- Your Vehicle's usual garaged address changes;
- if You (or anyone who is likely to drive Your Vehicle) has their driver licence cancelled, suspended, disqualified, or restricted;
- if any details on Your Policy Schedule are no longer accurate and complete;
- if You sell or replace Your Vehicle;
- if the regular drivers of Your Vehicle change;
- if at any time Your Vehicle becomes unroadworthy, or is issued with a defect notice, work order, or yellow or red sticker;

- if You plan to, or have, added non-standard Accessories or modifications to Your Vehicle;
- if You no longer plan to use Your Vehicle for a Permitted Use or the Vehicle usage changes.

If We consider any such change may impact the premium payable by You in respect of Your Policy or Our ability to continue to cover Your Policy, We will let You know in writing.

### **YOUR CONTACT DETAILS**

You must notify Us of any change in Your contact details, including Your mobile phone number, postal and email addresses. If We do not have up-to-date contact details, You might not receive important information about Your Policy, such as cancellation, expiry, or renewal notices, which might impact Your cover.

### **WHAT WILL THIS POLICY INSURE?**

This Policy covers You for the Market Value of Your Motor Vehicle if it is stolen, or Accidentally damaged or destroyed during the Period of Insurance. This Policy also covers You for Your legal liability for Accidental damage to someone else's property, or if someone else is injured because of, or in connection with, the use of Your Motor Vehicle.

### **WHAT DOES THIS POLICY NOT COVER?**

This Policy does not cover You for all potential losses associated with Your Motor Vehicle, limits and exclusions might apply. There are some events and causes which are also subject to exclusions, as outlined within the Policy Wording.

## FEATURES AND BENEFITS

Subject to the limitations, exclusions, terms and conditions set out in the Policy, following are some of the key features and benefits provided by this Policy:

Market Value of Your Motor Vehicle	The dollar amount that We will pay You if We decide that the Motor Vehicle specified on Your Policy Schedule is a Total Loss.
Replacement Vehicle	If Your Motor Vehicle is stolen during the first 12 months of its original registration and it is not recovered, or is damaged to the extent that it is not economical to repair, We will replace it with an equivalent Motor Vehicle of the same make, model and Accessories.
Towing Costs	We will pay reasonable costs for towing Your Motor Vehicle to the nearest repairer or place of safety if it cannot be driven after an Accident.
Emergency Expenses	<p>We will pay:</p> <ul style="list-style-type: none"> <li>reasonable costs up to \$500 (or any other amount listed in the Policy Schedule) for emergency repairs in order to get Your Motor Vehicle to either a repairer, or Your usual place of residence, or Your intended destination at the time of the Accident;</li> <li>reasonable costs up to \$500 to transport You and Your passengers from the scene of the damage to Your place of residence or Your intended destination at the time of the Accident.</li> </ul> <p>You must provide Us with receipts of any Emergency Expenses incurred.</p>
Hire Vehicle Following Theft	We will pay the reasonable costs of hiring an equivalent replacement Vehicle (including the hire company's insurance cover) subject to availability) until Your Motor Vehicle is recovered and repaired, if necessary, up to a maximum period of 14 days. We will not pay for the running costs or damage to the hire Vehicle.
Trailer or Caravan	If We agree to pay for loss or damage to Your Motor Vehicle, We will also pay up to \$500 for any damage to Your trailer or caravan, which was attached to Your Motor Vehicle at the time of the Accident. We will not pay for any contents of the trailer or caravan.
Personal Effects	We will pay up to \$750 for Your Personal Effects if they are lost or damaged during an Incident while they are in Your Motor Vehicle.
Legal Liability and Costs	<p>We will pay a claim for Your:</p> <ul style="list-style-type: none"> <li>Legal liability for Accidental damage to someone else's property, and for legal costs incurred by You with Our written consent in defending any legal action brought against You in connection with the Accidental damage, caused by Your Motor Vehicle or a trailer or caravan attached to it up to \$20,000,000 for any one Incident;</li> <li>Legal liability for death or bodily injury caused by the use of Your Motor Vehicle that is not indemnified by any statutory compulsory insurance or Motor Accident compensation scheme under a law of the Commonwealth or a state or territory;</li> </ul> <p>We cover Your employer, principal, or partner for the legal liability that they may have from Your use of Your Motor Vehicle when acting as an employee, partner, or agent.</p>

## WHEN WILL BENEFITS BE AVAILABLE

Subject to the terms, conditions, limitations, and exclusions of the Policy Wording in Part 2:

- if You suffer loss, damage, or destruction to Your Motor Vehicle during the Period of Insurance, We will either pay to repair Your Motor Vehicle or pay You the Market Value of Your Motor Vehicle.
- if You are responsible for Accidental damage to some else's property in connection with the use of Your Motor Vehicle, We will pay for Your legal liability.

The most We will pay You, or pay on Your behalf, is the Sum Insured or the limit shown for that item on Your Policy Schedule.

We take several factors into account when considering Your claim, including but not limited to:

- the Excess;
- the Market Value of Your Motor Vehicle specified in Your Policy Schedule;
- the terms and conditions of the Policy (exclusions and limitations may apply);
- the nature of the loss or damage or destruction or liability.

## KEY POLICY LIMITS TO BE AWARE OF

### Limits on claims

Irrespective of the Sum Insured shown on Your Policy Schedule, there are limits to what We will pay for certain costs:

#### The following limits apply to Your Motor Vehicle Policy\*:

Towing Costs	Reasonable costs incurred for towing to the nearest place of safety or repair.
Emergency Expenses	Up to \$500 for emergency repairs, and up to \$200 for transport following loss or damage of Your Motor Vehicle.
Hire Vehicle	Up to 14 days for a similar type of Vehicle following theft of Your Motor Vehicle.
Trailer or Caravan attached to Your Motor Vehicle	Up to \$500.
Personal Effects	Up to \$750.
Legal Liability for incidents involving Your Motor Vehicle	Up to \$20,000,000.

\* or such other amounts as may be specifically stated in the Policy Schedule.

### Evidence

In the event of a claim, You may be asked to provide proof of ownership, such as purchase receipts, invoices, registration papers or other documents for Your Motor Vehicle or any modifications to it, Your Personal Effects, and for any Accessories specified in the Policy Schedule.

We require You to provide Us evidence supporting Your claim, including but not limited to police reports, witness statements, quotes, and invoices.

If You cannot provide supporting documents for Your claim, then We may reduce or refuse to pay Your claim. Any costs or expenses associated with obtaining these documents will be at Your own expense.

### Reporting to Police

You must, as soon as reasonably practicable, report any theft or malicious damage to the police, and if required assist them with their enquiries.



## KEY EXCLUSIONS

Your Policy will not provide cover in some circumstances, as there are certain exclusions that apply. This means that We may refuse to pay a claim in those circumstances. Some of the key exclusions are set out below. For full details of what this Policy does and does not cover, You must read the entire Policy Wording in Part 2 carefully.

### Key Exclusions:

Non-standard Accessories, parts, or tools	This Policy does not cover Accessories, parts or tools not originally supplied by the manufacturer upon the purchase of Your Motor Vehicle, unless they are specified on Your Policy Schedule and any additional premium has been paid.
Non-permitted use	This Policy does not cover loss, damage, or destruction occurring when Your Motor Vehicle is being used in connection with the following occupations or businesses: <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> driving instructor;</li> <li><input checked="" type="checkbox"/> taxi or hire car or share car where You receive a fare, fee, or monetary reward for the transportation of passengers.</li> </ul>
Theft following fire or an Accident	This Policy does not cover loss by theft during or after a fire or Accident unless You have taken reasonable steps to ensure the safety of Your Motor Vehicle.
Damage to tyres	This Policy does not cover damage to tyres caused by wear and tear, the application of brakes, or by punctures, bursts, or cuts.
Motor Vehicle engaged in racing	This Policy does not cover Your Motor Vehicle while engaged in racing, pace-making, reliability trials, or speed or hill trials.
Motor Vehicle being used unlawfully	This Policy does not cover Your Motor Vehicle whilst it is being used unlawfully or in an unlawful manner, for example, for an unlawful purpose or being driven by a person under the influence of alcohol or drugs, or being driven by a person who is unlicensed, or who has had their licence cancelled, suspended, or disqualified.
Mechanical, structural, or electrical failures or breakdown	This Policy does not cover Your Motor Vehicle for loss, damage, or destruction caused by mechanical, structural, electrical, or electronic failure, breakdown, or malfunction.
Legal liability for death or bodily injury caused by Your Motor Vehicle	This Policy does not cover legal liability for death or bodily injury: <ul style="list-style-type: none"> <li>• to the extent that You are covered by any Compulsory third-party (CTP) insurance.</li> <li>• to any employee, agent, or contractor employed or engaged by You who was acting in the course of his or her employment or service with You.</li> <li>• to You, Your spouse, de facto spouse, children, parents, brothers, sisters, or to anyone who normally resides with You.</li> </ul>

**This list is not exhaustive. Please see the Policy Wording in Part 2 for full details.**

## TOTAL LOSS

If You are paid the Market Value for the Motor Vehicle specified on Your Policy Schedule, or are provided with a replacement vehicle, this Policy will terminate, and You will be required to apply for a new Policy.

## EXCESSES

When You make a claim, You will be asked to pay the Excess. The types of Excesses are shown in the Policy Wording in Part 2, and the applicable amounts are shown on Your Policy Schedule. Depending on the circumstances, You might have to pay more than one type of Excess when You make a claim.

We will decide whether You will pay the Excess to Us, or to a third party such as a repairer.

## CALCULATING YOUR PREMIUM

The cost of Your insurance is shown on the quote We send to You. When calculating Your premium, We consider many factors including:

- the type of cover requested by You;
- the year, make and model of Your Motor Vehicle(s);
- Your past claims history;
- any modifications or non-standard accessories;
- Your primary occupation or business for which the Motor Vehicle is used;
- whether Your Motor Vehicle is financed or not;
- the age and driving history of the regular driver(s);
- where Your Motor Vehicle is normally garaged;
- any installed security devices;
- the Excesses shown on the Policy Schedule;
- the number of Motor Vehicles declared and listed on the Policy Schedule.

Government taxes such as GST and stamp duty are then added to the premium to calculate the final amount payable.

## GST

Your Policy premium includes GST. If You are registered for GST, You may be able to claim an Input Tax Credit in respect of the GST We collect from You. Please refer to the Policy Wording in Part 2 for more information.

If You make a claim, the amount that We pay to You for that claim will be reduced by the amount of any Input Tax Credits that You are entitled to receive in relation to the repair or replacement of Your Motor Vehicle or the supply of other goods and service that are the subject of the claim.

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

## HOW TO MAKE A CLAIM

In the event of an Accident, which may lead to a claim, please contact Us, as soon as reasonably practicable, in any of the following ways:

**Email:** [motorclaims@tokiomarine.com.au](mailto:motorclaims@tokiomarine.com.au)

**Phone:** 1800 229 272

It will help Us to provide a more efficient service to You if You are able to provide the Policy number noted on Your Policy Schedule when You are making a claim.

## COOLING-OFF PERIOD

If You change Your mind for any reason, provided that You have not made a claim, You may cancel this Policy within 21 days (the Cooling-Off Period) from:

- the start date of a new Policy; or
- the renewal date of an existing Policy (Cooling-Off Period),

and receive a full refund of the premium less any non-refundable government taxes and charges.

You may also cancel this Policy outside of the Cooling-Off Period.

## CANCELLATION

You have the right to cancel this Policy at any time. This Policy may be cancelled:

1.) by You

You may cancel this policy at any time by calling Us or notifying Us in writing. If the cancellation is:

- during the Cooling-Off Period, Your refund is calculated as set out above in the Cooling-Off Period;
- after the Cooling-Off Period, You will be entitled to a pro-rata refund of the premium for the remainder of the Period of Insurance, less any non-refundable government taxes and charges.

2.) by Us

If permitted by law, We may cancel this Policy at any time by giving You written notice at least 30 days before the date on which the cancellation is to take effect. You will be entitled to a pro-rata refund of the premium for the remainder of the Period of Insurance, less any non-refundable government taxes and charges. If We cancel Your Policy as permitted by law because Your claim is fraudulent, We will not refund Your premium as permitted by law.

## GENERAL CODE OF PRACTICE

We proudly support and are a signatory to the General Insurance Code of Practice ('the Code').

The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more informed relations between Us and Our valued customers;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes between You and Us; and
- to promote continuous improvement of the general insurance industry through education and training.

This is Our commitment to all Our valued customers. We have adopted and support the Code and are committed to complying with it. Further information about the Code and the customer's rights under it is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## Complaints and Disputes Resolution

You are entitled to make a complaint to Us about any aspect of Your relationship with Us.

We are committed to resolving any complaint or dispute fairly and as quickly as possible. If You are dissatisfied with Our service in any way, please contact Us, and We will acknowledge receipt as soon as practicable and do Our best to resolve Your concerns as soon as reasonably possible and within 30 days. If We are unable to, or if You are still not satisfied, Our Customer Complaints Team will review Your complaint and provide You with a response.

When You make a complaint, please provide Us with as much information as possible. If You need any other assistance to make a complaint, please let Our staff know and they will do their best to help You. This might include giving You extra time to explain Your complaint or asking Us to contact another person on Your behalf to get more information about Your complaint.

You can contact Us to make a complaint, using the contact details provided below:

**Post:** GPO Box 4616, SYDNEY NSW 2001

**Email:** [complaints@tokiomarine.com.au](mailto:complaints@tokiomarine.com.au)

**Phone:** (02) 9225 7599

When You make a complaint, We will:

- acknowledge Your complaint as soon as practicable;
- keep a record of Your complaint and give You a reference number and contact details so that You can follow up at any time;
- make sure We understand and investigate the cause of Your complaint;
- respond to You as quickly as possible;
- keep You informed of Our progress at least every 10 business days if We can't resolve Your complaint straight away; and
- provide an outcome within a maximum of 30 calendar days.

If We're unable to provide You with an outcome within 30 days, We will:

- inform You of the reason for the delay;
- if the Policy is a Consumer Contract, advise You of Your right to complain to the Australian Financial Complaints Authority (AFCA); and
- provide You with AFCA's contact details.

If You are not satisfied with Our response, or We have taken more than 30 days to respond to You from the date You first made Your complaint, You may be eligible to escalate the matter to the Australian Financial Complaints Authority (AFCA), if Your matter is within the jurisdiction as set out in their Rules. AFCA is an independent external disputes resolution scheme who can assess Your matter at no cost to You, and can issue a binding decision on Us.

You do not have to accept any decisions that We or AFCA makes. You always have the option of seeking other solutions.

## FINANCIAL CLAIMS SCHEME

You may be entitled to payment under the financial claims scheme in the event Tokio Marine & Nichido Fire Insurance Co., Ltd becomes insolvent. Access to the Scheme is subject to eligibility criteria. Information about the scheme can be obtained from <http://www.fcs.gov.au>.

## PRIVACY

Privacy is important to Us. We are dedicated to upholding Your privacy and protecting Your personal information. We are bound in Australia by the Privacy Act 1988 (Cth) and its associated Australian Privacy Principles, along with any other applicable privacy laws and codes, when collecting, using, disclosing, holding, handling and transferring any personal information. We have ongoing practices, procedures and systems in place to ensure that We manage personal information in an open and transparent way.

We may use Your personal information (such as name, date of birth, contact details, and in certain cases explained in Our Privacy Policy, sensitive information) for the following purposes:

- to determine whether and on what terms We might issue You with an insurance Policy;
- to open and administer any products and services You may sign up for;
- to help improve Our products and services;
- to undertake market research, customer data analysis and direct marketing activities;
- to manage and resolve complaints made;
- to report information required by law or regulations;
- to perform any other appropriately related functions.

If You don't provide all the information requested, the main consequence is that We may not be able to issue You with a Policy or pay a claim.

Unless it is unreasonable or impracticable under the circumstances, We will collect Your personal information directly from Your advisor or someone authorised by You, for example, Your insurance broker, financial planner, legal services provider, agent, or carer. In issuing and/or managing Your Policy or claim. We may need to disclose Your personal information to third parties such as another insurer, Our reinsurers, an insurance broker, Our legal providers, Our accountants, loss investigators or adjusters, anyone acting as Your agent or regulatory bodies as Well as Our various third-party service providers described in Our Privacy Policy. We may also disclose Your information as required by law.

In providing You with Our services it may be necessary to disclose Your information overseas where We have a presence or engage such parties, including but not limited to Japan, USA, Canada, Bermuda, New Zealand, Thailand, Hong Kong, Europe (including the United Kingdom), Singapore and India.

We will otherwise collect, hold, use and disclose Your personal information in accordance with Our Privacy Policies, which set out how You may access and correct the personal information that We hold about You and how to lodge a complaint.

To learn more about collection and use of the Insured or Insured Persons personal information, see Our Privacy Policy, which You can find on Our Website [www.tokiomarine.com.au](http://www.tokiomarine.com.au), or contact Us on (02) 9225 7599.

## PART 2 – POLICY WORDING

### POLICY DEFINITIONS

**Accident / Accidental / Accidentally** means loss, damage or destruction arising out of an Incident that is unintentional, unexpected, or unforeseeable.

**Accessory / Accessories** means items or options fitted to Your Motor Vehicle that are not the manufacturer's standard accessories for that vehicle.

**Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation of them, whether living or not, and
- 2) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 3) the disease, substance or agent can cause or threaten damage to human health or human Welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured under this Policy.

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, Wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**Data** means Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system.

**Dangerous Goods** means explosives, gases, flammable liquids, flammable solids, oxidising agents, poisonous or infectious substances, corrosives, radioactive substances, or any other substance or material referred to in the Australian code for the transport of dangerous goods by road or rail as dangerous goods.

**Excess** means the amount You must contribute to each claim. There may be more than one type of Excess. Full details of applicable Excess(es) are stated in Your Policy

**Incident** means a single occurrence or a series of occurrences arising out of the one event.

**Market Value** means the retail value of Your Motor Vehicle at the time of the Incident You are claiming for. The Market Value of Your Vehicle is determined by considering many factors, such as the age, odometer reading, and the condition of Your Motor Vehicle. We may use reputable industry publications to assist Us in determining the Market Value. Market value includes registration, compulsory third-party personal injury insurance and GST.

**Motor Vehicle / Vehicle** means Your Motor Vehicle described on Your Policy Schedule, and includes the manufacturer's standard Accessories, tools and spares (such as spare tyres and tools) fitted to it and any additional Accessories, tools and spares that We have agreed to cover and are specified on Your Policy Schedule.

**Period of Insurance** means the period during which You are insured and is shown on Your Policy Schedule. If We pay You the Market Value of the Motor Vehicle, the Period of Insurance comes to an end.

**Permitted Use** means:

- private use for social, domestic and pleasure purposes;
- business use in connection with Your usual occupation or business, provided Your occupation or business is not:
  - driving instructor;
  - taxi or hire car driver (including any car-share scheme) where You receive a fare or monetary reward for the transportation of passengers.

**Personal Effects** means Your personal items such as clothing and sporting equipment, but does not include:

- cash, credit cards or negotiable instruments such as cheques, promissory notes, or money orders;
- cameras, photographic equipment, camcorders, and the accessories for these items;
- electronic devices such as mobile phones, tablets, electronic organisers, or portable computers;
- goods, tools, or samples carried in connection with any business.

**Policy** means the insurance contract between You and Us, which consists of:

- this PDS including the Policy Wording in Part 2;
- the current Policy Schedule; and
- any other document which modifies any of the above such as any endorsement, Supplementary Product Disclosure Statement (SPDS), renewal notice, or cancellation notice.

**Policy Schedule** means the most recent Policy Schedule that We have provided to You that shows details of Your insurance, the amount You are insured for and the Period of Insurance.

**Premium** means the amount You pay for Your insurance. This includes GST and stamp duty.

**Sum Insured** means the maximum amount that We will pay as shown on Your Policy Schedule.

**Total Loss** means Accidental damage, loss or destruction to Your Motor Vehicle to the extent that We decide that it would be unsafe or uneconomical to repair. When considering whether to repair Your Motor Vehicle, We will consider a number of factors, including whether the cost to repair would be more than the Market Value at the time of the loss.

**We, Our, Us** means the Insurer and issuer of this insurance product (Tokio Marine & Nichido Fire Insurance Co., Ltd.).

**You, Your** means the person or persons named as the insured on Your Policy Schedule, and any other person driving or in charge of Your Motor Vehicle with Your consent.

## MOTOR VEHICLE COVER

### What We Will Pay

This is a "Market Value" Policy and the maximum We will pay is the Market Value of Your Motor Vehicle as stated on Your Policy Schedule.

If, during the Period of Insurance, You suffer Accidental loss or damage to Your Motor Vehicle, We will either repair Your Motor Vehicle, or pay You the Market Value of Your Motor Vehicle if repairs are likely to exceed the Market Value.

If We decide that the vehicle is a Total Loss, We will pay to You the Market Value of Your Motor Vehicle described on Your Policy Schedule, and any salvage becomes Our property.

### Choosing a Repairer

When Your Motor Vehicle is damaged, We can either appoint a repairer for You, or You may choose Your own repairer.

If You choose Your own repairer, We may require a second quotation from another repairer chosen by Us. We will then either:

- authorise the repairs at Your chosen repairer;
- pay You the reasonable cost of repairing Your Vehicle; or
- pay to move Your Vehicle to another repairer that we both agree on.

### Paying You the Cost of Repairs

If You elect to choose Your own repairer, and We are not satisfied with the choice of repairer or the repairer's quote, We may choose to pay You the reasonable cost of repairs instead. In choosing to pay You the reasonable cost of repairs, We will take into consideration the quote from Your chosen repairer, other repairer quotes, and reports from Our trained assessors.

### Replacement Vehicle Benefit

If We decide that Your Motor Vehicle is a Total Loss within the first 12 calendar months of its original registration as a new vehicle, We will replace Your Motor Vehicle (subject to local availability) with an equivalent new vehicle of the same make and model, including similar Accessories, tools and spare parts, and including registration, delivery charges, stamp duty and GST.

### What is Not Covered

We will not pay for:

- the cost of fixing faulty repairs (unless the repairs Were carried out with Our agreement in relation to a claim under this Policy;
- loss of use, depreciation, Wear and tear, rust, or corrosion;
- structural, mechanical, electrical, or electronic breakdown, failure, or malfunction;
- damage to tyres caused by the application of brakes or by punctures, bursts, or road cuts;
- loss by theft during or after a fire or Accident involving Your Motor Vehicle unless You have taken reasonable steps to ensure its safety;
- any of the General Exclusions.



## Additional Benefits

### 1. Towing Costs

If We agree to pay for damage to Your Motor Vehicle under this section, We will also pay the reasonable costs for towing Your Motor Vehicle to the nearest repairer or place of safety if it cannot be driven after the damage.

### 2. Emergency Expenses

In the event of loss or damage that is covered by Your Policy, We will also pay:

- reasonable costs up to maximum \$500 for emergency repairs to make Your Vehicle roadworthy in order to get Your Motor Vehicle to either a repairer, or Your usual place of residence, or Your intended destination at the time of the Accident.
- reasonable costs up to maximum \$200 to transport You and Your passengers from the scene of the damage to Your place of residence or Your intended destination at the time of the Accident.

You must provide Us with receipts of any Emergency Expenses incurred.

### 3. Hire Vehicle Following Theft

If We agree to pay for the theft of Your Motor Vehicle, We will also pay the reasonable costs of hiring a replacement vehicle of a similar type (subject to local availability) until Your Motor Vehicle is recovered and repaired, if necessary, up to a maximum period of 14 days. You must contact Us before You arrange the hire vehicle, or We might not pay the full costs incurred by You for the hire vehicle. We will also pay the hire company's insurance costs for the hire vehicle, but We will not pay for any running costs or damage to the hire vehicle.

### 4. Trailer or Caravan

If We agree to pay for loss or damage to Your Motor Vehicle, We will also pay up to \$500 for loss or damage, occurring during the same Incident, to a trailer or caravan that was attached to Your Motor Vehicle. We will not pay for any contents of the trailer or caravan.

### 5. Personal Effects

If We agree to pay for loss or damage to Your Motor Vehicle, We will also pay up to \$750 for loss or damage occurring, during the same Incident, to Personal Effects while they are in Your Motor Vehicle.

### 6. Removal of Debris

We will pay the reasonable costs incurred to clean up and remove any debris resulting from an Accident involving Your Motor Vehicle, or caused by goods falling from Your Motor Vehicle. The most We will pay for this benefit is \$500 (or the amount shown in the Policy Schedule). You may be required to provide receipts.

### 7. Recovery Costs

If Your Motor Vehicle is stolen, We will pay for the reasonable costs incurred by You for the recovery or return of Your Motor Vehicle. The most We will pay for this benefit is \$500 (or the amount shown in the Policy Schedule). You may be required to provide receipts.

### 8. Signwriting

If We agree to pay for loss or damage to Your Motor Vehicle under this section, We will also pay for the reasonable cost of repairing or replacing signwriting, artwork or fixed advertising signs permanently attached to Your Motor Vehicle. The most We will pay for this benefit is \$500 (or the amount shown in the Policy Schedule).

### 9. General Average

When Your Motor Vehicle is being transported by sea between places in Australia, We will pay any General Average or Salvage Charges that may arise.

## LEGAL LIABILITY COVER

We cover You for:

### 1. Accidental Damage Caused by Your Motor Vehicle

Your legal liability for Accidental damage to someone else's property during the Period of Insurance caused by or connected with:

- the use of Your Motor Vehicle or any trailer or caravan attached to Your Motor Vehicle;
- goods falling from Your Motor Vehicle or from any trailer or caravan attached to Your Motor Vehicle;
- the loading or unloading on a public road or thoroughfare of Your Motor Vehicle or of any trailer or caravan attached to Your Motor Vehicle.

### 2. Legal Liability for Death or Bodily Injury

Your legal liability for death or bodily injury directly caused by the use of Your Motor Vehicle during the Period of Insurance, but We will not pay:

- for death or bodily injury to You or to Your spouse, de facto spouse, children, parents, brothers, sisters, or to anyone else who normally resides with You;
- for death or bodily injury to any employee, agent, contractor or subcontractor employed or engaged by You and who at the time of the death or bodily injury was acting in the course of his or her employment or service with You;
- to the extent that You are entitled to indemnity under any statutory compulsory insurance or motor Accident compensation scheme enacted under a law of the Commonwealth or state or territory or would be entitled to indemnity but for Your failure to insure Your Motor Vehicle as required by such scheme.

### 3. Use of Other Motor Vehicles

Your legal liability when Your Motor Vehicle is not in use and You drive a substitute Motor Vehicle, for Accidental damage to someone else's property, during the Period of Insurance, caused by:

- the use of the substitute Motor Vehicle or any trailer or caravan attached to Your substitute Motor Vehicle;
- goods falling from the substitute Motor Vehicle or from any trailer or caravan attached to the substitute Motor Vehicle;
- the loading or unloading on a public road or thoroughfare of the substitute Motor Vehicle or of any trailer or caravan attached to the substitute Motor Vehicle;

but We will not pay for loss or damage to the substitute Motor Vehicle.

### What We Will Pay

The most We will pay is \$20,000,000 for any one Incident. This amount includes all legal costs incurred with Our consent (which will not be unreasonably withheld) for defending any legal action brought against You arising from the Incident.

### What is Not Covered

We will not pay for:

- damage to property that You, or the person responsible for the damage, own or have in their custody, possession, or control;
- legal liability in respect of Your Motor Vehicle whilst Your Vehicle or any attachments are being used for excavating, digging, grading, drilling, lifting, pumping, vacuuming or any other mechanical work. This exclusion will not apply to the Motor Vehicle while it is transporting the mobile machinery or equipment;
- any fines, penalties or punitive, aggravated, or exemplary damages;
- any of the General Exclusions.

## Additional Benefit

### 1. Principal's Liability

We cover You for any legal liability arising from any Motor Vehicle not owned, supplied, or hired by You which is in the charge of or being driven by a person authorised to use the Motor Vehicle in connection with your business.

## GENERAL EXCLUSIONS

### **We will not pay under this Policy if at the time of the Incident giving rise to Your claim:**

1. Your Motor Vehicle or any trailer or caravan being towed by Your Motor Vehicle was being used for any purpose other than a Permitted Use;
2. Your Motor Vehicle was used in an unlawful manner or for an unlawful purpose;
3. Your Motor Vehicle was being driven by someone who was under the influence of any drug or intoxicating liquor, or whose blood alcohol concentration was in excess of the legal limit prescribed by the law, or who refuses to undergo any breath test, blood analysis or drug test required by law. This exclusion does not apply if Your Motor Vehicle was being driven by someone without Your consent;
4. Your Motor Vehicle was being driven by someone who was not licensed or authorised to drive Your Motor Vehicle under any law applicable to the place where the Incident occurred. This exclusion does not apply if Your Motor Vehicle was being driven by someone without Your consent;
5. Your Motor Vehicle was engaged in racing, pace-making, reliability trials, speed trials, hill climbing tests or was being tested in preparation for such activities. This exclusion does not apply if Your Motor Vehicle was being driven by someone without Your consent;
6. Your Motor Vehicle was being used for the conveyance of passengers or goods for hire, fare, or reward;
7. Your Motor Vehicle or any trailer or caravan being towed by Your Motor Vehicle was being used in an unsafe, unroadworthy, or damaged condition, unless You could not reasonably detect that condition or unless You can prove that the loss, damage, or liability was not contributed to by that condition;
8. Your Motor Vehicle or any trailer or caravan being towed by Your Motor Vehicle was carrying a load or a number of passengers in excess of that permitted by law, unless You can prove that the loss, damage or liability was not contributed to by that excess load or number of passengers.

### **We also will not pay under any section of this Policy for loss, damage or liability arising from:**

9. the transportation or cartage of Dangerous Goods with, on or within Your Motor Vehicle, unless it is specifically mentioned in the Policy Schedule along with a sub-limit;
10. Your Motor Vehicle being lawfully seized or repossessed;
11. any intentional act by You or by someone acting with Your consent;
12. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, military, or usurped power;
13. the use, existence or escape of nuclear Weapons material or ionising radiation from, or contamination by radioactivity from, any nuclear fuel or waste;
14. the threatened or actual existence or operation of chemical or biological Weapons, or the threatened or actual pollution or contamination from such Weapons, or the action taken by a public authority, or anybody authorised on behalf of a public authority to prevent, limit, or remedy such pollution or contamination;
15. any contract or undertaking entered into by You without Our consent (which will not be unreasonably withheld);
16. terrorism, which may include but is not limited to an act involving the use of force or violence and/or 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 ethnic 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;

17. any payments (including refund of premium), claims or provision of benefits or services to You or to any other party to the extent that the provision of such payment, cover, or provision of benefit or service would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Australia, New Zealand, Japan or United States of America and/or any other applicable national economic or trade sanction law or regulations.
18. any loss, damage, failure, or reduction in functionality or operation of a Computer System, no matter the cause;
19. the loss, loss of use, repair, replacement, restoration, or reproduction of any Data;
20. the transmission, or threat of transmission, of any Communicable Disease which can be transmitted from one organism to another (for example, a virus or bacteria);
21. the discharge, seepage, dispersal, release or escape of Pollutants into or upon any property or land, or into the atmosphere or any watercourse or body of water except if it:-
  - (i) is caused by the use of Your Motor Vehicle for a Permitted Use;
  - (ii) is caused by a sudden, identifiable, unintended and unexpected Incident;
  - (iii) takes place in its entirety at a specific point in time during the Period of Insurance; and
  - (iv) does not relate to any property, land, air, watercourse or body of water that You own or occupy or have in Your custody or control.

For the purposes of this exclusion, "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed;
22. Your Motor Vehicle being used airside at airports or on airfields.

## POLICY CONDITIONS

The following Policy Conditions apply to all covers provided by this Policy:

### 1. Your Premium

You must pay the Premium for the cover provided under Your Policy. If You do not pay the Premium as required by Us, We may cancel Your Policy as permitted by law and as set out in the 'Cancellation' section, and You may not be able to make a claim.

### 2. Claims

You must promptly notify Us of every claim made by or against You. You must also promptly forward to Us any writ, summons or proceedings which You receive relating to any prosecution, inquest, or hearing, together with all other information relevant to any liability arising under this Policy.

We can decide to admit liability for a claim, settle any claim against You or represent You at an inquest, official inquiry, or court proceedings. You must not admit liability for or offer to settle any claim without Our written consent (which will not be unreasonably withheld).

### 3. Goods and Services Tax (GST)

If We make a payment to You, the amount payable will be reduced by the amount of any input tax credit that You are or would be entitled to claim for the repair or replacement of the insured property or other goods or services covered by that claim payment. If You are entitled to an input tax credit for the premium, You must inform Us of the extent of that entitlement at or before the time You make a claim under this Policy. We will not cover You for any GST liability arising from misstatement by You in relation to Your entitlement to an input tax credit.

If You are in a business that is registered or required to be registered for GST purposes, We will require You to provide the following:

- Your Australian Business Number (ABN)
- The extent (expressed as a percentage) to which You have claimed or are entitled to claim an input tax credit on the premium You have paid.

### 4. Proving Your Claim

When You make a claim, We may ask You to provide receipts or other proof of ownership for Your Motor Vehicle or any modifications and Accessories and any Personal Effects. If You do not provide this proof, We may not pay Your claim.

### 5. Change of Details

You must tell Us as soon as reasonably practicable if any of the information that You have provided to Us changes. We will then assess the impact of those changes to the Policy, and if We believe the changes substantially increase the risk of loss, damage, destruction, or liability under the Policy, then We may decline to renew the Policy, or We may cancel the Policy, according to the terms of the Policy or where permitted by law.

If You fail to tell Us about any such change, We may, where permitted by law, refuse to pay a claim, in whole or in part, as detailed in 'Breach of Policy' section.

### 6. Protection and Maintenance of Your Motor Vehicle

You must take reasonable steps to safeguard Your Motor Vehicle from damage or theft, for example:

- move Your Vehicle away from rising waters including tides;
- do not drive into flood waters;
- do not leave car keys in Your Vehicle while it is unattended;
- always lock Your Vehicle when it is unattended;
- park Your Vehicle under cover when possible, especially when bad weather such as hail is forecast;
- You must maintain and keep Your Vehicle in a good, safe, and roadworthy condition (e.g. replace worn out tyres, replace worn brakes and defective lights, fix mechanical and electrical problems).

#### **7. Hazardous Goods**

If You are carrying or using hazardous goods or substances with Your Motor Vehicle, You must comply with any applicable law, by-law or statutory regulation governing such carriage or use.

#### **8. Unauthorised Repairs**

You must not carry out or authorise any repairs (other than emergency repairs up to \$500, as set out in the Additional Benefits) to Your Motor Vehicle following an Accident without first obtaining Our written consent. Such consent will not be unreasonably withheld by Us.

#### **9. Total Loss**

If We agree to pay You for the Total Loss of Your Motor Vehicle, We will pay You the Market Value of Your Motor Vehicle minus any Excesses that apply. Cover under this Policy will cease, following payment of a Total Loss, and You will not be entitled to any refund of premium paid.

#### **10. Inspection**

If You make a claim on this Policy, You must provide Us with access to examine Your Motor Vehicle at all reasonable times.

#### **11. Other Persons Bound by this Policy**

Any person entitled to cover under this Policy is bound by the terms and conditions of this Policy.

#### **12. Breach of Policy**

If You do not comply with the terms of the Policy, We may, to the extent permitted by law:

- refuse to pay a claim, in whole or in part, that fairly represents the extent to which Our interests are prejudiced as a result of the non-compliance; or
- refuse to pay a claim, in whole or in part, where the non-compliance has caused or contributed to all or some of the loss that is the subject of the Claim.

#### **13. Assistance After a Claim**

You must provide Us with all reasonable assistance, co-operation, and information in the recovery of Your loss. This assistance may include:

- providing a more detailed version of events, which may include completing a diagram or statement/affidavit;
- providing Us with any documents required to prove Your loss;
- providing copies of any photographs or footage of the Incident available;
- lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when We cannot lodge one);
- attending court or meetings with Our legal/other experts (only if required);
- providing evidence and documentation relevant to Your claim and executing such documents, including signed statements and affidavits which We reasonably request.

#### **14. Legal Representation**

We may appoint lawyers to represent or defend You or any other person entitled to cover under this Policy in respect of legal liability at any inquest or inquiry, or in any action or proceedings.

#### **15. Notices**

We will give You notices about this Policy in writing. Any notice will be effective if it is delivered to You personally, or by the email or postal addresses that You last provided to Us.

## 16. Excesses

For each claim You make under this Policy, You must contribute the Excess. You do not have to pay the Excess when You make a claim, but You will need to pay the Excess before We will pay Your claim.

There are two types of excess:

### 1.) Basic Excess

This is the Excess that applies to all claims made on the Policy. The Basic Excess will be waived by Us if the Accident was not Your fault and You are able to give Us the name, address and registration details of the person who was at fault. If You are not able to provide Us with these details, for whatever reason, then the excess will be payable by You because We will not have the opportunity to recover the cost of the damage caused to Your Motor Vehicle.

### 2.) Age/Inexperienced Driver Excess

This is the amount that You will pay in addition to the Basic Excess if, at the time of the Accident, the driver of the Vehicle, or the person in control of it, is under 25 years of age or has been licensed to drive for less than 2 calendar years. The Age/Inexperienced Driver Excess will not apply if the only damage to Your Motor Vehicle is to the windscreen or to window glass.

The dollar amount applicable for each type of Excess will be displayed in the Policy Schedule.

## 17. Additional Motor Vehicles

If this Policy insures more than ten Motor Vehicles, then We will automatically insure any additional Motor Vehicle purchased or leased by You during the Period of Insurance, provided they are of a similar type to those already insured under this Policy, and the purchase price of the Motor Vehicle does not exceed \$75,000 (or any different amount shown in the Policy Schedule).

## 18. Adjustable Premiums

If this Policy insures more than ten Motor Vehicles, then at the expiry of the Period of Insurance, You will provide Us with a declaration of Your Motor Vehicles. We will adjust the premium at 50% of the annual unit cost per Vehicle multiplied by the difference between the number of Your Motor Vehicles at the start of the Period of Insurance and the number of Your Motor Vehicles at the end of the Period of Insurance.

You will pay, or We will refund, any premium so calculated.

## 19. Governing Law and Jurisdiction

This Policy shall be governed and construed in accordance with the laws of Australia. Any dispute under this Policy shall be resolved in accordance with the laws of Australia.





**Tokio Marine Management (Australasia) Pty. Ltd.**

ABN 69 001 488 455

Managing Agent in Australia for:

**Tokio Marine & Nichido Fire Insurance Co., Ltd.**

Incorporated in Japan

ABN 80 000 438 291

**Contact Us**

GPO Box 4616

Sydney NSW 2001

Tel. (02) 9232 2833

[uwinfor@tokiomarine.com.au](mailto:uwinfor@tokiomarine.com.au)

<http://www.tokiomarine.com.au>

*To Be a Good Company*

