



Private Motor Vehicle Insurance

Product Disclosure Statement (PDS) &
Policy Wording

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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 Private Motor Vehicle Insurance Policy.

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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 and bold words have specific meanings as defined in the '**Policy** Definitions' 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.

Your duty to not make a misrepresentation

This **Policy** is a consumer insurance contract. 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.

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

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

If You do not comply with this duty and fail to take care to ensure the accuracy of any representation made to Us, We may cancel the **Policy**, reduce the amount We pay for a claim, or decline a claim. If You breach 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. (Tokio Marine & Nichido) ABN 80 000 438 291 AFSL 246548 is the **Insurer** and issuer of this **Policy** and PDS. Our AFSL authorises Us to provide financial product advice about general insurance products and to issue interests in general insurance products. We also have an APRA authorisation to conduct general insurance business in Australia.

Our managing agent and corporate authorised representative (AR 1313066), Tokio Marine Management (Australasia) Pty Ltd ABN 69 001 488 455 (TMMA), is authorised under a binder and managing agent agreement to act on Our behalf to provide Our policies and handle and settle claims in relation to those policies, subject to the terms of the authority. As an authorised representative of Tokio Marine & Nichido, TMMA is also authorised to provide financial advice in relation to those policies.

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

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 **Motor Vehicle**'s usual garaged address changes;
- if You (or anyone who is likely to drive Your **Motor 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 **Motor Vehicle**;
- if the regular drivers of Your **Motor Vehicle** change;
- if at any time Your **Motor 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 **Motor Vehicle**;
- if You no longer plan to use Your **Motor Vehicle** for a **Permitted Use** or the **Motor 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 Your 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 We decide it is a Total Loss , 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 the damage .

Emergency Expenses

We will pay:

- reasonable costs up to \$500 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**;
- 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**.

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

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

We will pay a claim for Your:

- 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**;
- 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;
- 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.

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 \$500 for transport following loss or damage of Your Motor Vehicle .
Hire Vehicle following Theft	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.

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 with 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.

Exclusions include:

Non-standard Accessories , parts, or tools	This Policy does not cover non-standard Accessories , parts, or tools 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">× outdoor sales;× courier;× driving instructor;

- × testing or demonstrating **Motor Vehicles**;
- × towing of motor vehicles;
- × taxi or hire car or share car where You receive a fare, fee, or monetary reward for the transportation of passengers.

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"> • to the extent that You are covered by any Compulsory third- party (CTP) insurance. • 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. • to You, Your spouse, de facto spouse, children, parents, brothers, sisters, or to anyone who normally resides with You.

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**;
- Your past claims history;
- any modifications or non-standard **Accessories**;
- the primary use of Your **Motor Vehicle** (private or business);

- 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**;

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

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**;

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 Insurance 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.

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.

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

Phone: (02) 9225 7500

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's** personal information, see Our Privacy Policy, which can be viewed at Our website www.tokiomarine.com.au or contact Us on (02) 9225 7500.

Part 2 – Policy Wording

Policy Definitions

The following definitions apply to the **Policy**. Capitalised words in bold in this **Policy** are the words which have specific meanings as defined in this section, unless expressly defined elsewhere in the **Policy**. While defined, for ease of reading, the words 'We', 'Us', 'Our', 'You' and 'Your', are not bold. Other capitalised or bold words are either a title or heading of this **Policy** or another document.

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

Accessories means items or options fitted to Your **Motor 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**.

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 **Motor 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 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:
 - × outdoor sales;
 - × courier;
 - × driving instructor;
 - × testing or demonstrating **Motor Vehicles**;
 - × towing of **Motor Vehicles**;
 - × taxi or hire car driver (including any car-share scheme) where You receive a fare or monetary reward for passage.

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 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 **Policy**. 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 or **Insurer** each mean Tokio Marine & Nichido Fire Insurance Co., Ltd., ABN 80 000 438 291, AFS Licence No. 246548 (TMNF).

You, Your or **Insured** 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**, Your **Motor Vehicle** suffers **Accidental** loss or damage, We will either repair it, or pay You the **Market Value** of Your **Motor Vehicle** if We determine that it would be unsafe or uneconomical to repair Your **Motor Vehicle**.

If We decide that Your **Motor 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. If You wish to keep the salvage, and if We agree, We will reduce the amount of the claim payment accordingly and release it to You. If someone else, like a finance company, has an interest or a right to Your **Motor Vehicle**, You must tell Us. In such cases We will pay their proportion first, and pay You any residual balance from the **Market Value** We agree to pay You.

Choosing a Repairer

This **Policy** offers a choice of repairer option.

When Your **Motor Vehicle** is damaged and can still be safely driven after the **Incident** giving rise to Your claim, You can obtain a repair quotation from a repairer of Your choice. If You do not know of any repairers, we can provide suggestions in Your area, if they are available. Alternatively, You can ask us to for the contact details of a repairer that would We otherwise have organised to provide a repair quotation for Your **Motor Vehicle**.

If Your **Motor Vehicle** cannot be safely driven after the **Incident** giving rise to Your claim, We will organise for it to be towed to either a repairer You nominate, or if You do not nominate a repairer, then to the repairer We select.

Once the relevant repairer has provided a quotation to repair Your **Motor Vehicle**, and We agree that it can be repaired safely, then We will either:

- pay You what we consider to be the reasonable cost of repairing Your **Motor Vehicle** from the repairer You have selected; or
- authorise the repairs to Your **Motor Vehicle** at the repairer we have selected. When We authorise such repairers, we will manage those repairs with that repairer and, on their completion, provide the guarantee explained below.

The Parts We Will Use if We Authorise the Repair of Your Motor Vehicle

The parts used in the repair of Your **Motor Vehicle** will be new or quality used parts that are consistent with the age and condition of Your **Motor Vehicle**. Those parts may include non-original equipment manufacturer (non-OEM) parts. The parts We authorise in the repair of Your **Motor Vehicle**:

- will maintain its safety and integrity;
- will not void Your **Motor Vehicle's** residual manufacturer's warranty; and
- will comply with relevant Australian Design Rules.

If only one part of a set, for example one of four wheels, is damaged, We will only pay for the repair or replacement of the damaged part. If We are managing the repair of Your **Motor Vehicle**, and a part or **Accessory** needed to repair it is not locally available, within a reasonable timeframe, We will pay You the cost of an equivalent part or its last listed market price.

If Your **Motor Vehicle's** identification, such as its VIN plate or sticker, is damaged and We cannot obtain a replacement, We will seek confirmation in writing from its manufacturer as to identity, however We will not replace the damaged identification marker, except in the case that the law requires Us to.

The Repairs We Guarantee

When We authorise a repairer to repair Your **Motor Vehicle**, We guarantee the quality of workmanship and materials following a claim, for as long as You own or lease it. This guarantee is not transferable

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 quotation, such that We are not prepared to authorise and managed the repairers at that repairer under this **Policy**, then We will pay You what We consider to be the reasonable cost of repairs. When We pay You the reasonable cost of repairs for Your **Motor Vehicle**, We will take into consideration the quotation from Your chosen repairer, any other repairers' quotations (whether from a repairer You nominated or one We did), and any reports from Our qualified motor vehicle 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. If We cannot replace Your **Motor Vehicle** in this manner, We will pay the **Market Value** for it.

✗ 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 consequential loss arising from an **Incident** that damages Your **Motor Vehicle**, such as reasonable delays in repairs We managed or the potential drop in the value of Your **Motor Vehicle** after an **Accident**, when repairers have been properly completed.
- 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 **Motor 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 \$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**.

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**.

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;
- any fines, penalties or punitive, aggravated, or exemplary damages;
- any of the General Exclusions.

Additional Benefit: Employers, Principals or Partners

We cover Your employer, principal or partner for their legal liability arising from You using Your **Motor Vehicle** while acting as their employee, partner, or agent.

General Exclusions

We will not pay under this **Policy** if at the time of the **Incident** giving rise to a 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. Your **Motor Vehicle** being lawfully seized or repossessed;
10. any intentional act by You or by someone acting with Your consent;
11. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, military, or usurped power;
12. the use, existence or escape of nuclear Weapons material or ionising radiation from, or contamination by radioactivity from, any nuclear fuel or waste;
13. 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;
14. any contract or undertaking entered into by You without Our consent (which will not be unreasonably withheld);

15. 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;
16. 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.
17. any loss, damage, failure, or reduction in functionality or operation of a **Computer System**, no matter the cause;
18. the loss of use, repair, replacement, restoration, or reproduction of any **Data**;
19. 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);
20. 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 Exclusion 20, "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;

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 **Motor Vehicle** away from rising waters including tides;
- do not drive into flood waters;
- do not leave car keys in Your **Motor Vehicle** while it is unattended;
- always lock Your **Motor Vehicle** when it is unattended;
- park Your **Motor Vehicle** under cover when You are able to do so, especially when bad Weather such as hail is forecast;
- You must maintain and keep Your **Motor 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. If there is an **Accident** involving more than one of Your **Motor Vehicles** that are covered under this **Policy**, You will need to pay the applicable **Excess** for each **Motor Vehicle**.

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 Your **Motor 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:

- under the age of 25 years – additional \$800 **Excess**;
- over the age of 25 years but licensed to drive for less than two years – additional \$800 **Excess**.

The Age/Inexperienced Driver **Excess** will not apply if the only damage to Your **Motor Vehicle** is to the windscreen or to window glass.

17. 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.

This product is issued by:

Tokio Marine & Nichido Fire Insurance Co., Ltd.

ABN 80 000 438 291 AFS license 246548, (a company incorporated in Japan)

through its managing agent and corporate authorized representative (AR 1313066) in Australia:

Tokio Marine Management (Australasia) Pty Ltd

ABN 69 001 488 455

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