

# Commercial Motor Vehicle Insurance

## Product Disclosure Statement and Insurance Policy

Please read this policy in conjunction with the  
Certificate of Insurance



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# Ansvar Insurance – Insurance products with flexible solutions

## Our history

Ansvar Insurance has been a trusted name in Australia since 1961. Owned by UK Insurance company, Ecclesiastical Insurance Office plc, we enjoy substantial financial backing and are proud to meet the rigorous regulatory requirements of an insurer serving Australians.

## Why insure through Ansvar Insurance?

With almost 50 years of experience in Australia we understand what customers are seeking in their insurance company: a trusted, responsible and professional organisation where you are treated with respect and care and offered choice and flexibility. Offering value for money, personal service and a demonstrated commitment to community programs explains why we are the insurer of choice for our Australia wide customers.

## Developing our young Australians

We are honoured to provide support to many community organisations throughout Australia. Each organisation provides valuable support to improve and enrich the lives of Australian youth so that they may contribute positively to the community in which they live. To find out more about our grants to Community Education Program please visit our website [ansvar.com.au](http://ansvar.com.au)

## Our insurance advantage

Ansvar Insurance is a specialist insurance company with a deep understanding of the issues confronting our customers.

We believe in offering more than just insurance. Our dedicated staff are committed to helping clients protect their assets by providing:

- specialist insurance advice in our core markets
- flexibility in underwriting
- independent, on-site, risk management inspections and expert advice to find solutions
- risk management seminars and advice on helping clients develop their risk management programs

# Product Disclosure Statement (PDS)

## About this insurance policy

The financial product offered in this Product Disclosure Statement (PDS) is provided by Ansvr Insurance Limited.

The purpose of this PDS is to assist you to understand your insurance and to enable you to make an informed choice about your insurance requirements. The PDS sets out the significant features of the Commercial Motor Vehicle insurance policy including its benefits, risks and information about how the insurance premium is calculated.

You also need to read the insurance policy wording which is covered in the section 'Your contract with Ansvr Insurance'. The basic policy wording, in conjunction with the certificate of insurance we issue upon acceptance of your application and any endorsements attached to the certificate, provides a full description of the terms, conditions and limitations of the insurance cover.

This Product Disclosure Statement was prepared in April 2010.

## Who is the insurer and how can we be contacted?

Ansvr Insurance Limited, ABN 21007 216 506, is the issuer of this insurance policy. The registered office of Ansvr Insurance is Level 18, 303 Collins Street, Melbourne, Victoria. The Ansvr Insurance Australian Financial Services Licence number is 237826.

You can contact us by:

- calling in person at any Ansvr Insurance office
- telephoning 1300 650 540
- facsimile +61 3 9614 2740
- writing to any office of Ansvr Insurance
- email to [insure@ansvar.com.au](mailto:insure@ansvar.com.au)

## Changes to this insurance policy

The policy wording may be subject to change from time to time and the changes will generally only affect you at the time the insurance cover is renewed each year. Changes in insurance policy wordings will be communicated to you in several ways and these are:

- if a change would affect you adversely, Ansvr Insurance will issue you with a new Product Disclosure Statement (PDS) or a Supplementary PDS;
- for minor changes which are not materially adverse to you, we will communicate the changes to you in writing at the earliest opportunity;
- information can be obtained by telephoning our toll free number (1300 650 540), calling at one of our offices or visiting our website at [www.eigansvar.com.au](http://www.eigansvar.com.au) to find out what changes might have occurred;
- if changes have occurred we'll be pleased to provide you with a paper copy of them on request

## Cooling off period

We will refund the premium you have paid for cover under this insurance policy if you cancel the insurance policy within 30 days of its commencement. To do this, you must advise us in writing and return the insurance policy and certificate of insurance to your nearest Ansvr Insurance office.

You will not receive a refund if you have made or intend to make a claim under the insurance policy.

## Significant features and benefits

Feature or benefit	Comprehensive	Third Party Property Damage	Further information can be found at page:
Current market value of your vehicle	✓		9
Cover for cost of damage to another person's vehicle	✓	✓	11
New vehicle if less than 12 months old	✓		10
Cover for tools and accessories	✓		9
Personal effects cover	✓		10
Emergency expense allowance	✓		9
Free car hire	✓		10
No fault 'excess'	✓		9
Return of stolen vehicle	✓		11
Glass (Windscreen) cover in specified circumstances	✓		10
Limited cover for own vehicle if damaged by uninsured motorist		✓	11
Monthly instalments	✓	✓	5

## Significant risks

Significant risks	Comprehensive	Third Party Property	Further information can be found at page:
Duty of disclosure	✓	✓	5
Excess payable	✓	✓	9
May not be covered if motor vehicle changed	✓	✓	6
May not be able to claim for damage occurring to your own vehicle in accident		✓	8
Items excluded from all policies	✓	✓	12,13

## Costs

The premium payable by you is shown in your Certificate of Insurance.

The factors used to determine a premium when insuring a motor vehicle include its age, make and model, current market value, where the motor vehicle is garaged plus the driver's age and personal rating.

The premium is payable either when the product is purchased or you may elect to pay it monthly. If you elect to pay monthly there is an additional fee. These amounts are shown on your current Certificate of Insurance.

A cancellation fee may apply if you cancel your policy before expiry.

Premiums and fees are subject to Commonwealth and State taxes which include the Goods and Services Tax and Stamp Duty which are shown on your Certificate of Insurance.

## Code of Practice and Privacy Act

As a signatory to The General Insurance Code of Practice we are committed to raising standards of service to our customers. This voluntary code sets out the minimum standards we will uphold in the services we provide to you.

The Privacy Act sets out how we are to collect, use, disclose and protect your personal information. It also describes the circumstances for you to access and, if necessary correct your personal information.

## Complaints

If you are not satisfied with our service we recommend that you use the complaints procedure set out below. The type of complaint could relate to the behaviour of or advice given by an Ansvr Insurance employee or authorised representative, a decision on a claim, the privacy of your personal information or any other matter relating to your insurance that is of concern to you. These procedures are available free of charge to you.

First, contact the employee or authorised representative with whom you have had contact to see if he or she can resolve the problem. If that is not possible, then contact the Regional Manager in your state. The Regional Manager will review the information and give you a response as quickly as possible; but no later than three working days from the date when the complaint is received.

If you are not satisfied with the response given by the Regional Manager, then please put your unresolved complaint in a letter and address it to:

The Secretary  
Internal Dispute Resolution Committee  
Ansvr Insurance Limited  
303 Collins St, Melbourne VIC 3000

You can also telephone the Secretary with your complaint on (03) 9614 3535, fax it on (03) 9614 2740, or choose to email your complaint to the Secretary at [insure@ansvar.com.au](mailto:insure@ansvar.com.au)

The Secretary will refer your complaint to the Committee which comprises the CEO, Operations Manager and one of the non executive directors of Ansvr Insurance Limited, for a decision.

The Internal Dispute Resolution Committee has appropriate authority to deal with unresolved complaints. You will receive a response within seven (7) working days from the time the Internal Dispute Resolution Committee receives your unresolved complaint, or alternatively you will be asked for further information. If further information is required, you will receive a decision within seven (7) working days from the time Ansvr Insurance receives the additional information.

## What if we don't resolve your problem?

Once the Internal Dispute Resolution Committee gives you an answer, we will provide you with information about external dispute resolution if that is available.

For many complaints that is the Financial Ombudsman Service (FOS). FOS provides a free and independent dispute resolution service for consumers which have general insurance disputes that are covered by its Terms of Reference. If you wish your dispute to be reviewed by FOS, you must refer your dispute to FOS within three calendar months of receiving the Internal Disputes Resolution Committee's decision. You can do this by contacting FOS at:

Financial Ombudsman Service  
GPO Box 3, Melbourne VIC 3001  
Ph: 1300 78 08 08 (National toll free)  
Ph: (03) 9613 7366  
Fax: (03) 9613 6399  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Website: [www.fos.org.au](http://www.fos.org.au)

Alternatively, you may further pursue your unresolved complaint through a formal legal process such as the courts, mediation, or arbitration.

For privacy complaints you may approach the Federal Privacy Commissioner. A copy of the General Insurance Code of Practice and privacy principles can be obtained from our website [ansvar.com.au](http://ansvar.com.au) or from one of our offices.

## Important notice to policyholders

It is important to read/retain the following documents and keep them in a safe and convenient place:

- this document
- your current Certificate of Insurance

Remember to regularly review your insurance policy, particularly at renewal to ensure your insurance policy provides the cover that you currently need.

### Duty of disclosure

Before you enter into an insurance contract with us, you are required to tell us every matter that is known to you, being a matter that:

- you know to be relevant to the decision by us to accept the risk and if so, on what terms; or
- a reasonable person in the circumstances could be expected to know to be a matter so relevant.

If you have not disclosed all relevant information, or if you have misinterpreted the facts, then we may be entitled to cancel the policy, reduce the sum insured, or treat the policy as never having existed.

If you do not tell us all relevant matters we can reduce the amount we pay for any claim or cancel this insurance policy. If your non disclosure is fraudulent we can void the insurance policy from the beginning.

## The contract between you and Ansvar Insurance

When we have received your premium, we will insure you against the events described in this insurance policy. This insurance covers events happening anywhere in Australia during the period of insurance shown in the certificate of insurance. Your insurance commences and concludes at 4.00pm local time on the dates shown.

If the terms of this agreement are not observed, cover under this policy may be reduced or cancelled.

### Cancellation

You may cancel this insurance policy at any time by notifying us in writing. Ansvar Insurance can cancel this insurance policy in accordance with the Insurance Contracts Act 1984. We will be entitled to retain premium for the period during which the insurance policy has been in force. You may be required to pay a cancellation fee if you cancel the insurance policy.

### Goods and Services Tax (GST)

Any claim payments made under this policy will be based on GST inclusive costs (up to the sum insured or market value). However if you have an entitlement to claim an input tax credit for the repair or replacement of your vehicle or other costs covered by this policy, we will reduce any claim payment under the policy by the amount of such input tax credit entitlement. Any sum insured, market value or benefit is inclusive of GST.

### Monthly instalments

You may pay your premium by monthly instalments direct from a financial institution or from your credit card. However, if your first monthly instalment is dishonoured by your financial institution this policy will not operate at all. This means that you will not be covered in the event of a claim.

You cannot make a claim under the policy if, at any time the event you want to claim for happened, any monthly instalment has remained unpaid for 14 days or more.

If a monthly instalment remains unpaid for 30 days after its due date, the policy will come to an end without notice to you in accordance with Section 62 of the Insurance Contracts Act 1984.

If you have a total loss or we settle your claim by paying the full sum insured, we shall deduct the instalments for the remaining period of insurance from the settlement amount. Should the financial institution holding your account return or dishonour a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs which we incur arising from the payment being returned or dishonoured.

### Cancellation

You may cancel this policy at any time by notifying us in writing. Ansvar Insurance can cancel this policy at any time but only in accordance with Sections 59 and 60 of the Insurance Contracts Acts 1984. We will be entitled to retain premium for the period during which the policy has been in force. You may be required to pay an administration fee if you cancel the policy.

If you have a total loss or we settle your claim by paying the full market value or the total sum insured, the contract will have fulfilled its obligations. The stolen or damaged vehicle and accessories become the property of Ansvar Insurance. We will then cancel the policy with no refund of any portion of the premium as the policy has paid you in full for your loss and has therefore fulfilled the purpose for which it was taken out."

If you have a total loss or we settle your claim by paying the full sum insured, the contract will be deemed to have been fulfilled and you will not be entitled to any refund of premium.

## Change of vehicle/automatic inclusion

If you replace your vehicle or purchase, lease, mortgage or hire purchase an additional vehicle, we will cover the replacement or additional vehicle under the policy from the date of purchase, provided you notify us:

- immediately if the value of the replacement or additional vehicle exceeds \$75,000
- within 30 days for any other vehicle.

Cover on the replaced vehicle will end and cover on the replacement vehicle will commence at the time you take delivery of the replacement vehicle.

## Subrogation

Ansvar Insurance has the right to recover any money that it has paid. We shall have the full discretion as to the manner in which this recovery will be made. Ansvar Insurance may decide to take legal action in your name. Your full co-operation will be needed to ensure the best possible outcome.

## Claims

If any of your actions at the time of a claim are contrary to the action specified in this policy and these actions increase the difficulty in resolving the claim or cost of the claim, then Ansvar will be entitled to not pay the claim or to reduce your compensation.

As a protection for all policyholders Ansvar Insurance will take legal action against any person who makes a fraudulent claim.

## Your policy

This Policy consists of.

- This booklet, and
- Your Certificate(s) of Insurance.

This booklet and the Certificate (s) are to be read together. Any word or expression given a specific meaning will mean the same wherever it appears unless specially stated otherwise.

## Interpretation

- Any word or expression which is given a specific meaning in the Policy will have that meaning wherever it may appear provided that it commences with a capital letter
- Words in the singular include reference to the plural and vice versa
- Headings have been included for ease of reference and the terms and conditions of the Policy are not to be construed or interpreted by reference to such headings.

## Transfer of interest

No interest in the Policy can be transferred without Our written consent.

## Diligence

You will take all reasonable steps to protect Your Vehicle and will comply with all legal requirements regarding the safety, maintenance and operation of Your Vehicle.

## Cross liability

The words 'You' and 'Your' will be considered as applying to each party named in the Schedule in the same manner as if that party were the only party named therein and we waive our rights of

subrogation against each such party. However this extension will not increase any limits specified in the policy.

### **L.P.G. conversion**

The policy includes your vehicles which have been modified to operate on liquefied petroleum gas provided such modification has been carried out in accordance with the relevant statutory standard.

### **Sea transportation**

We will pay General Average and Salvage Charges which are incurred whilst your vehicle is being transported by sea between places in Australia.

## **Definitions**

In this insurance policy:

accident	means an unexpected event which occurs in Australia.
comprehensive	is the word used for the most extensive type of motor insurance. This type of policy covers damage to your own vehicle and damage to other peoples property to the extent described in this policy.
Ansvar Insurance, we, us and our	is your insurance company, whose full name is Ansvar Insurance Limited ABN 21 007 216 506.
excess	is the word used to describe the amount you may have to pay if you have a claim under this policy.
gross vehicle mass	means the maximum weight a vehicle can carry including its own weight according to manufacturers specification.
loss	means sudden physical loss, damage or destruction to your vehicle caused by an accident.
market value	is the amount of money you would require to purchase a vehicle similar to your own in pre-accident condition, from the retail market, but excluding charges for registration, stamp duty transfer and any dealer warranty.
no claim bonus (rating)	is the discount to your premium because of your good claims history
policy	means this document, the schedule and any other notice we give you in writing. Together they form the agreement.
period of insurance	means the period shown in the most recent schedule or a subsequent period for which the policy has been renewed.
schedule	means the attachment which forms part of the policy and shows your policy number, together with details of your cover.
you and your	is the person named as the insured on the Certificate of Insurance.
your vehicle(s)	means the motor vehicle(s) and/or trailer(s) described in the schedule including manufacturers standard tools, accessories and appliances

# Cover

## Type of motor insurance cover you have chosen

Your Certificate of Insurance will state whether your motor policy cover is:

- **Comprehensive**  
If you have a Comprehensive policy then all parts of this policy including the sections – Cover for Damage to your own Vehicle(s) and Cover for Liability to Other Peoples Property apply to your insurance cover, or
- **Third Party Property Damage**  
If your policy is for "Third Party Property Damage" you are covered for damage to other people's property which is set out in the section – Cover for Liability to Other Peoples' Property. Please note that pages numbered 13, 14 and 15 do not apply to your insurance cover.

## No claim bonus (rating)

Applicable only where you have comprehensive cover.

The current no claim bonus you have earned on this or a replacement vehicle will be transferred from any other insurance company. Ansvar Insurance will require proof of your no claim bonus entitlement.

If you have a claim where the driver of another vehicle is 75% or more at fault and you can identify the other driver, then your no claim bonus will not be affected.

If you already have a rating one no claim bonus, that bonus may be preserved after any claim, even if you cause the damage. This protection of the no claim bonus will apply only if it is stated on your Certificate of Insurance. This benefit will entitle you to the preservation of the no claim bonus for the first claim within a period of insurance provided the vehicle is driven at the time of the accident by you or a nominated driver with your consent.

## The amount you pay if you have a claim

### Excess

Your financial contribution if you have a claim is known as the 'excess.' The basic excess that you will have to pay if you have a claim is shown on the Certificate of Insurance as the Basic Excess.

Additional excesses, details of which are shown on the Certificate of Insurance, apply if the driver is under 25 years of age, or if the driver is over 25 years of age, but has held an Australian licence for less than 12 months.

Any of the above excesses which apply at the time of a claim will be added together to determine the total amount of your final contribution for the claim.

### No fault excess

You will not be asked to pay an excess when both of the following conditions apply:

1. You are not more than 25% at fault
2. You can provide the name and address of the driver who caused the damage.

## Cover for damage to your own vehicle (s)

### Applicable only where you have comprehensive cover.

Ansvar Insurance will cover the loss or damage which occurs to your vehicle as a result of theft, fire, or damage by accident. If you have a claim, Ansvar Insurance will decide whether to:

- a. repair or replace Your Vehicle, or
  - b. pay the amount of loss or damage
  - c. pay an amount equal to Your Vehicle's market value at the time of the loss, or
  - d. the sum insured shown in the Schedule,
- which ever of the above is lesser.

Where the total cost of repairs is more than the lesser of the Market Value or sum insured of your vehicle (less the value of the salvage), we will regard it as a total loss and pay to you an amount not exceeding the lesser of the Market Value or sum insured.

The total claim payment will be reduced by the policy excess.

If your vehicle is a total loss, we will retain the vehicle (including all accessories) unless you wish to keep it. If you wish to retain the vehicle, we will deduct the salvage value from our settlement payment.

Where there is Loss, We will also pay:

### Tools and accessories

For the damage to or theft of tools that are standard equipment for your vehicle, or the standard manufacturers fitted accessories that are attached to your vehicle. These tools or accessories are covered provided that at the time of the accident or theft, they were attached to or within your vehicle.

### Emergency expenses allowance

Accommodation and travelling expenses will be paid by Ansvar Insurancer, if you become stranded more than 100km from your usual place of residence as a result of an event which becomes a claim under this policy.

We will not pay more than \$500 for any one Loss or more than \$1,000 in any one period of Insurance.

### A new vehicle, if less than one year old

If your vehicle is stolen and not recovered, or if your vehicle is damaged beyond economical repair within one year of the vehicle first being registered, we will replace it with a new vehicle of the same model and series, or similar vehicle if your model is no longer locally available. as long as the vehicle is a sedan, station wagon, four-wheel drive, utility or goods carrying vehicle with Gross Vehicle Mass less than 5 tonnes.

### Disability modifications

If Your driver is injured as a direct result of an Accident and such injuries render Your driver with a permanent disability that necessitates vehicle modifications to any one of Your Vehicles, the reasonable cost incurred in effecting such modifications.

We will not pay more than \$3,000 in respect of any one Loss.

### Personal effects cover

If, as a result of a claim to your vehicle, there is loss or damage to personal property in your vehicle and belonging to You or Your employees, then we will pay up to \$500.

Property carried in a trailer or caravan is not covered.

We will not pay

- if these costs are recoverable under another domestic or business policy, or
- for loss of cash.

### Sign writing

The replacement cost of sign writing or fixed advertising signs or materials forming a permanent part of Your Vehicle at the time of Loss to a value not exceeding \$1000 per loss.

### Hire car

If your vehicle is stolen, we will arrange and pay for a hire car to be made available for your use for a maximum of 14 days or until your vehicle is recovered, whichever occurs first.

We will not pay for:

- the cost of fuel used during the rental period, or
- any accidental loss or damage to the rental car.

### Lease payout

If Your Vehicle is damaged beyond an amount We consider economical to repair and the market value at the time of Loss is less than the amount owing by You under a valid hire purchase, leasing or other finance agreement; we will pay an additional amount not exceeding 20% of Your Vehicles market value to fulfil such agreement.

We will not be liable for any payments and interest in arrears at the time of Loss and We will entitled to take advantage of any discount in respect of finance charges and/or interest for the unexpired term of such an agreement.

### Protection and removal

For the reasonable cost of protection and removal of Your Vehicle to the nearest repairer or place of safety.

### Windscreen breakage

One windscreen and consequent scratching to bodywork claim per year will not affect your no claim bonus, however the Basic Excess will apply. A second windscreen claim in one policy year will be treated as an ordinary claim which means you will have to pay the Basic Excess and your no claim bonus may be affected.

This applies only in the event of Your Vehicle being a sedan, station wagon, four-wheel drive, utility or goods carrying vehicle less than 5 tonnes Gross Vehicle Mass.

### Interested parties

The cover provided under this section, extends to include any entity or person who has a financial and insurable interest in Your Vehicle.

### Returning your stolen vehicle

We will pay for the reasonable costs of returning your vehicle to the place where it is normally parked if it is found after having been stolen. Should the cost of returning the vehicle plus the necessary repairs exceed the relevant agreed value or market value at the time of the theft, we reserve the right to treat the vehicle as a total loss.

### Car sharing agreement

We will pay for accidental loss or damage according to the type of cover selected, when your vehicle is being used in a car sharing agreement, including travelling to and from work, as long as any payment by passengers does not involve commercial use for profit.

## Cover for liability to other peoples' property

Ansvar Insurance will pay for damage to another person's vehicle or other property resulting from an accident when

- a. You, or
  - b. any other person driving, using or in charge of Your Vehicle with Your consent, or
  - c. any authorised passenger getting in, on or out of Your Vehicle or
  - d. Your employer or principal if Your Vehicle is being driven on their behalf with Your consent
- are required by law to pay for the damage.

We will not pay more than \$20,000,000 in respect of all claims, including the following cover, arising from one Accident or series of Accidents resulting from a single original cause.

Where there is liability under this Section, We will also pay:

### Trailers

For damage to property caused by or arising out of the use of any trailer attached to Your Vehicle provided that the number of trailers does not exceed the number permitted by law.

### Supplementary bodily injury

(other than 'Compulsory Third Party')

The amount which You may be held legally liable to pay as compensation in respect of death or bodily injury arising out of the use of Your Vehicle with Your consent, provided that Your Vehicle is registered for use on a public road when such liability is incurred.

### Goods carried

For damage to property caused by goods falling from Your Vehicle whilst in transit. This does not include cover whilst goods are being loaded or unloaded.

### Legal costs

Ansvar Insurance will pay reasonable costs and expenses to defend you against legal proceedings arising from a claim under this policy. You must keep us informed of any legal proceedings and obtain written agreement from us before incurring any costs.

### Damage to your vehicle caused by an uninsured motorist

This is an additional benefit included with your Third Party Property Damage policy when the following conditions apply:

1. You are not more than 25% at fault in a collision
2. You can provide the name and address of the driver who caused the collision
3. The other driver who was primarily responsible for the collision does not have insurance which covers the damage to your vehicle.

When the above conditions apply, it will be at the option of Ansvar Insurance to repair or replace your vehicle or pay the amount of loss or damage. The amount payable by Ansvar Insurance in these circumstances will not exceed the market value of your vehicle and is limited to a maximum of \$4,000 inclusive of GST, where applicable.

### Non-owned vehicles in your car park

For damage to vehicles belonging to Your employees or visitors contained within a car park owned or operated by You, providing that the damage is caused by a vehicle insured by this policy.

### **Substitute vehicles**

This policy is extended to cover the legal liability even if you are using a substitute vehicle, but only if your own insured vehicle was in an unusable condition, and the substitute vehicle is not otherwise insured. This extension does not include cover for any damage to the substitute vehicle itself, but only damage caused to other people's property while such vehicle is being driven by any person who is authorised by both You and the owner of the vehicle to use the vehicle on Your behalf and in connection with Your business.

### **Removal of debris**

Costs and charges that are necessarily incurred to clean up or remove debris resulting from goods falling or leaking from Your Vehicle.

We will not pay more than \$5,000 in respect of all claims arising from one Accident.

### **Towing disabled vehicles**

For damage occasioned whilst Your Vehicle is towing any disabled vehicle provided such disabled vehicle is not being towed for reward or financial gain.

## **What your policy does not cover – exclusions**

### **Ansvar Insurance will not pay:**

1. For damage to your vehicle where you do not have it insured for comprehensive cover.
2. For the deterioration of the condition of your vehicle due to usage, rust, or corrosion.
3. For structural failure, mechanical or electrical breakdown or failure to your vehicle.
4. For tyre damage caused by the application of brakes or by road punctures, cuts, or bursting,
5. Any consequential loss or financial expenses (other than as provided for) incurred as a result of You not being able to use Your Vehicle.
6. For the additional costs for the importation or manufacture of any parts or accessories beyond the amount shown on the Distributor's or Manufacturer's Australian current price list for the nearest similar available parts or accessories.
7. Theft of or further damage to Your Vehicle after Loss unless reasonable steps have been taken thereafter to protect or safeguard Your Vehicle.
8. For the destruction or damage to your vehicle or the cost of your liability if any of the following circumstances applied at the time of the event causing the damage or liability:
  - a. If your vehicle was used for testing, racing, or for any reliability trial, speed, or hill climbing event;
  - b. If the vehicle was hired out by you and was used to carry passengers or goods for a fee.
  - c. If caused deliberately by you or by a person who with your consent was in possession of your vehicle.
  - d. If your vehicle was being used unlawfully by you or a person who with your consent was in possession of your vehicle. This includes being unregistered, towing a vehicle illegally, being driven by someone without a valid licence, or any other unlawful situation.
  - e. If Your Vehicle is used in an unsafe or unroadworthy condition and such condition caused or contributed to the Loss or liability. We will pay if You could not have reasonably detected the unsafe or unroadworthy condition.
  - f. If Your Vehicle is used to carry a greater number of passengers or to convey and or to tow a load in excess of that for which Your Vehicle was constructed. We will pay if the Loss or liability was not caused or contributed to by such greater number of passengers or load.

- g. If you or a person who with your consent is driving your vehicle were under the influence of a drug or intoxicating liquor, or were recorded with a blood alcohol level above the legal limit, or refused to take a breath test when lawfully required to do so. However, We will pay if You did not know or could not reasonably have known that the driver of Your Vehicle was so affected or refused to undergo an appropriate test at the time of the Accident, but We will not cover the driver of Your Vehicle.
  - h. If Your Vehicle is being used or attached to or towing a vehicle being used for the commercial transportation of dangerous goods as defined in the Australian Code for the Transport of Dangerous Goods by Road or Rail.
  - i. If caused by the lawful confiscation of your vehicle or other operation of law, warlike activities, or nuclear contamination.
  - j. If caused by your criminal act, or by the criminal act of a person who with your consent was in possession of your vehicle.
  - k. If loss arising from theft or conversion by a prospective purchaser
9. Any claim caused by or in connection with Your Vehicle, or any plant or equipment attached to Your Vehicle, whilst being operated as a tool of trade, other than for driving on a public road.
10. Claims caused by discharge, dispersal, release or escape of any trade waste material.
11. Damage to property belonging to or held in trust or in the custody or control of You or any entity or person entitled to indemnity under this policy.
12. Any fines, penalties, or aggravated, exemplary or punitive damages.
13. Claims in respect of death or bodily injury if You or any person using Your Vehicle with Your consent is partly or wholly entitled to indemnity under any compulsory statutory insurance scheme or accident compensation scheme, or would have been entitled but for failure to insure or register Your Vehicle or lodge a claim or comply with a term or condition in accordance with the requirements of any such scheme.
14. Any claim resulting from death or bodily injury to any person driving and/or in charge of Your Vehicle, any of Your employees or any member of Your family.

## Your responsibility following a claim

At the time of an accident, it is your responsibility to exchange names, addresses and registration numbers.

Do not admit that you are at fault or make any attempt to settle or defend a claim.

If the claim is because of theft, or if you are required by law to report an accident, then the police must be notified.

If your vehicle needs to be towed, make sure that it is taken to the repairer of your choice. If you are entitled to claim the repairs to your vehicle from this policy, then the reasonable cost of towing will be paid by Ansvar Insurance.

Do not authorise repairs without authority from Ansvar.

Do not dispose of damaged property without authority from Ansvar Insurance.

Further damage resulting from your failure to take reasonable steps to ensure that your vehicle is secured after an event will not be paid by Ansvar.

Any letters or legal documents that you receive relating to the event are to be forwarded to us immediately.

A claim form will be sent to you when you advise us of the claim. This must be completed and returned promptly.

The insured or any other party covered by this insurance will give all assistance that EIG-Ansvar or our agents may reasonably require.

If any insured under this policy is registered for GST purposes you must inform us of the percentage of the insurance premium entitled to be claimed as an input tax credit (ITC). You are also required to inform us of the ABN number. If you do not tell us of any entitlement to an ITC or advise us of the correct entitlement you may be liable to pay GST on any claims under this policy.

**Ansvar Insurance**

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