

OEM Motor Vehicle Insurance

Product Disclosure Statement and
Policy Wording



Comprehensive Motor Insurance PDS and Policy Wording

This document is the **Product Disclosure Statement** and **Policy Wording**.

There are two parts to this document:

- **Part A – the Product Disclosure Statement (“PDS”); and**
- **Part B – the Policy Wording**

The **PDS** is designed to assist **you** to make informed choices about **Your** insurance needs. The **Policy Wording** sets out the terms, conditions and exclusions relating to **Your Policy**.

Please read Parts A and B of this document carefully.

Part A – Product Disclosure Statement (“PDS”)

This PDS tells **You** about the Comprehensive Car Insurance **Policy We** offer including the conditions and exclusions of the cover. Before deciding to buy this **Policy**, please read this PDS to decide if the cover is right for **You**. Words in bold have special meanings that are explained in definitions located at the start of the **Policy Wording**. The amounts stated in this **Policy** include **GST** unless stated otherwise.

Any advice that may be contained in this PDS is general advice only. General advice is advice that has been prepared without considering **Your** individual objectives, financial situation or needs. Therefore, before acting on this general advice, **You** should consider the appropriateness of the general advice having regard to **Your** objectives, financial situation or needs.

YOUR CONTRACT WITH US

We will issue **You** with a **Policy Schedule**. The **Policy Schedule** sets out the specific terms applicable to **Your** cover and should be read together with this PDS and **Policy Wording**. The limit of liability and coverage available to **You** is shown in **Your Policy Schedule**.

The PDS, **Policy Wording**, the **Policy Schedule**, **Application** form, and any other declarations **You** make and any endorsement, amendment or alteration to **Your** cover will form the legal contract between **You** and **Us**.

Please keep these documents in a safe place for future reference. Any such documents will be dated and will include a statement identifying them as part of the **Policy**. If any major updates or corrections need to be made to the PDS, **Policy Wording** or **Policy Schedule**, a supplementary document will be provided.

UPDATES TO THIS PDS

Information in this PDS might change. If the change is adverse then **We** will issue a supplementary PDS or a new PDS at renewal. All updates (whether adverse or not adverse) will be made available at www.wtwco.com/fordinsure, or you can request an up-to-date paper copy at no charge by **Us**.

TARGET MARKET DETERMINATION

To understand who this product has been designed for and the different types of cover, **You** can review the **Target Market Determination**, which is available on **Our** website at www.wtwco.com/fordinsure, or **You** can request a copy by calling **Us** on 13 FORD.

ABOUT WILLIS AUSTRALIA LIMITED

Willis Australia Limited (“**WTW**”) is a general insurance intermediary, and its ultimate parent is Willis Towers Watson PLC, a company incorporated in the Republic of Ireland and listed on NASDAQ.

WTW is a member of the National Insurance Brokers Association (“**NIBA**”) and is bound by the Insurance Brokers Code of Practice (“**NIBA Code**”). The **NIBA Code** sets out standards of conduct for insurance brokers to follow when dealing with clients. The **NIBA Code** is available from the **NIBA** website at www.niba.com.au.

WTW can issue, vary, renew, and cancel this **Policy** under a binding authority given to it by the Insurer. The binding authority allows **WTW** to enter into contracts of insurance on behalf of the **Insurer**.

This means that the **Policy** issued to **You** by **WTW** is binding on the **Insurer** just as if it the Insurer had issued the **Policy** itself.

All claims authority remains with the **Insurer**, who have in turn appointed Innovation Group as their Claims Service Team.

ABOUT YOUR INSURER

The **Insurer** (“**We, Us, Our**”) of the **Policy** is the HDI Global Specialty SE acting through its Australian branch (ABN 58 129 395 544, AFS Licence number 458776) and whose principal place of business is Level 19, 20 Martin Place, Sydney, NSW, 2000 Australia. The **Insurer** is regulated by the Australian Prudential Regulation Authority (“**APRA**”). HDI Global Specialty SE issues the **Policy** to **You**.

HDI Global Specialty SE is a limited liability company registered in Germany, with registration number HRB211924 and authorised by Bundesanstalt für Finanzdienstleistungsaufsicht ("BaFin"). It is authorized to carry on insurance business in Germany under the German Insurance Supervisory Act ("Versicherungsaufsichtsgesetz").

GENERAL INSURANCE CODE OF PRACTICE

The **Insurer** is a signatory to the General Insurance Code of Practice (the "Code"). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and **Your** rights is available at www.codeofpractice.com.au.

VULNERABLE PERSONS

We are committed to supporting customers who are vulnerable, including those affected by domestic and family violence. For more information about support, **Our** Vulnerable Customers Policy is available at https://www.hdi.global/globalassets/local/asia-pacific-africa/en-au/downloads/legal-hgs/vulnerable_customer_Policy.pdf

HOW TO CONTACT US

Your Insurance Broker, **WTW**, arranges this insurance for **You**. If **You** have any questions about the Policy, or if **You** wish to contact **WTW**, please use the below details for assistance:

Email: fordinure@wtwco.com

Phone: 13 FORD

YOUR RIGHT TO CHANGE YOUR MIND (COOLING-OFF PERIOD)

You may change **Your** mind about buying this **Policy** within twenty-one (21) days of issue of the **Policy Schedule** ("cooling-off period") and **We** will provide a full refund. **We** must receive **Your** request within the 21 days either in writing or by email. This cooling-off right does not apply if **You** have made a claim under the **Policy**.

You can also cancel **Your** Policy outside the cooling-off period. See Cancelling Your **Policy** (below).

YOUR DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

You have a duty to take reasonable care not to make a misrepresentation under the *Insurance Contracts Act 1984* (Cth).

This duty applies when **You** first apply for **Your** Policy and on any renewal, variation, extension or replacement of **Your** Policy.

If **We** ask **You** questions that are relevant to **Our** decision whether to insure **You** and on what terms, **You** must take reasonable care not to make a misrepresentation to **Us** when answering those questions. For example, **You** will need to provide

information which, to the best of **Your** knowledge is accurate, complete and not misleading.

You must answer **Our** questions honestly, accurately and to the best of **Your** knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if **You** do not answer a question or if **Your** answer is obviously incomplete or irrelevant to the question asked.

This duty to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the **Policy**. If **You** are answering questions on behalf of anyone, **We** will treat **Your** answers or representations as theirs.

Where **We** offer renewal, **We** may, in addition to or instead of asking specific questions, give **You** a copy of anything **You** have previously told **Us** and ask **You** to tell **Us** if it has changed. If **We** do this, **You** must tell **Us** about any change or tell **Us** that there is no change. If **You** do not tell **Us** about a change to something **You** have previously told **Us**, **You** will be taken to have told **Us** that there is no change.

Whether or not **You** have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether **You** are represented by a broker, **Your** particular characteristics and circumstances **We** are aware of.

If **You** do not meet the above duty, **We** may reject or not fully pay **Your** claim and/or cancel **Your** Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud and **We** may treat **Your** Policy as if it never existed.

CANCELLING YOUR POLICY

1. How you may cancel this Policy

You may cancel this **Policy** at any time by telling **Us** in writing that **You** want to cancel it.

After cancellation by **You**, we will be entitled to retain:

- the pro rata premium for the period during which the **Policy** has been in force; and
- any tax or duty paid or owing for which **We** are unable to obtain a refund.

2. How we may cancel this Policy

We may cancel this **Policy** where **We** are allowed to do so by law by notifying **You** in accordance with the *Insurance Contracts Act 1984* (Cth).

If **We** cancel this **Policy**, **We** will provide **You** with a written notice of cancellation which will state the date and time that cancellation will take effect.

After cancellation by **Us**, **You** will be entitled to a refund on a pro rata basis in relation to the unexpired **Period of Insurance**.

If **We** have paid a claim for a **Total Loss**, no refund of premium will be given in relation to that **Vehicle**.

3. Refund of Premium

If **You** have chosen to pay **Your** premiums on an annual basis and **Your Policy** is cancelled during the **Period of Insurance** (either by **You** or **Us**), **We** will refund **You** the unexpired portion of the premium on a pro rata basis. If **We** have paid a claim for a **Total Loss**, no refund of premium will be given in relation to that **Vehicle**.

If **You** have chosen to pay **Your** premiums by monthly instalments and **Your Policy** is cancelled (either by **You** or **Us**), **You** will be entitled to a refund of the monthly premiums that **You** have paid on a pro rata basis.

THE COST OF YOUR POLICY

Your premium is the cost of **Your Policy**. It includes the amount which **We** have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on **Your Policy Schedule**.

When calculating **Your** premium **We** take a range of rating factors into account. These factors, and the degree to which they affect **Your** premium, will depend upon the information **You** provide to **Us**.

The following factors may have a significant impact on the calculation of **Your** premium. This is not an exhaustive list:

- the year, make and model of the **Vehicle**;
- the **Market Value** we have assessed or **Agreed Value** declared by you for the **Vehicle**;
- **Your** age and driving experience;
- the **Aftermarket Accessories** or modifications on the **Vehicle**;
- the place where the **Vehicle** is usually parked and garaged; and
- the claims experience in respect of all **Vehicles** and for drivers insured under the **Policy**.

Premiums will be reviewed on the renewal date of the **Policy** each year and may be varied depending on the claims experience or other factors which **We** may take into account.

THE VALUE WE APPLY TO YOUR VEHICLE

Depending on the type of insurance cover **You** choose, **We** may insure **Your Vehicle** for either an **Agreed Value** or for **Market Value**. The value that applies to **Your Vehicle** will be shown on **Your Policy Schedule**.

Agreed Value

The **Agreed Value** is the specified amount **We** agree to insure **Your Vehicle**, up to which is listed in the **Policy Schedule**. Typically, people seek to ensure that this amount takes into account what it would cost to replace the **Vehicle**. This can include:

- any modifications, options or **Accessories** that have been made or added to the **Vehicle**;
- **GST**;
- registration and any Compulsory Third Party ("CTP") insurance; and

- other on road costs such as stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

Market Value

Market Value is the cost to replace **Your Vehicle** with a **Vehicle** of the same make, model, age and condition as **Your Vehicle** immediately prior to the loss or damage but excluding costs and charges for registration, CTP insurance, stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

To determine the **Market Value**, **We** look at things such as:

- local market prices;
- **Your Vehicle**'s condition; and
- any modifications, options or **Accessories** that are attached to **Your Vehicle** and shown on the **Policy Schedule**.

PRIVACY STATEMENT

We are bound by the Australian Privacy Principles and the *Privacy Act 1988* (Cth) when **We** collect and handle **Your** personal information. **We** will only collect personal information that is necessary in order for **Us** to process and manage the **Policy** and any claims **You** may make under the **Policy**. Where possible, **We** will collect personal information directly from **You** or, where that is not reasonably practical, from other sources.

We may disclose **Your** personal information to third parties for the purposes described above, including but not limited to insurers, reinsurers, loss adjusters, investigators and others involved in the complaints and/or claims handling process, service providers and related entities some of whom may be located in overseas countries, including but not limited to Germany.

In providing personal information, **You** consent to the collection, use and disclosure, including overseas disclosure of **Your** personal information for the purposes described above.

If **You** do not consent to provide **Us** with the personal information that **We** request, or withdraw **Your** consent to the use and disclosure of **Your** personal information at any stage, **We** may not be able to offer **You** the products or provide the service **You** have requested.

We realise that the information provided is often very sensitive in nature and will be treated with the utmost care and security. Protection of **Your** private sphere when processing personal data is very important to **Us**.

Contact Details

You may seek access to, and correction of, **Your** personal information **We** hold about **You** by contacting **Our** office by writing to:

HDI Global Specialty SE Level 19, 20 Martin Place,
Sydney NSW 2000, Australia

www.hdi-specialty.com

Our Privacy Policy is available here:

https://www.hdi.global/globalassets/local/international/downloads/group_hgs-privacy/hgs_privacy_statement_aus.pdf

WTW NOTICE OF COLLECTION OF PERSONAL INFORMATION

In order to arrange insurance for **You** or to handle a claim for **You**, **WTW** needs to collect **Your** personal information (which may include, depending on the circumstances, sensitive information about **You** such as information about **Your** health). **WTW** will use **Your** personal information to provide such insurance-related services to **You**, and also for other related purposes, such as: (1) complying with legal and regulatory requirements; (2) improving and developing the services **WTW** provides; and (3) contacting and maintaining the relationship between **WTW** and **You**.

For such purposes, **WTW** may share **Your** personal information with: (1) third parties who are relevant to the services **WTW** provides, such as insurers and claims handlers; (2) third parties who support **WTW's** business operations, such as IT service providers, administrative support service providers; and (3) where applicable, third parties, including those whom **WTW** is by law required to share **Your** personal information, such as regulators or courts/tribunals. Such sharing of **Your** personal information may result in **Your** personal information being transferred overseas, including the UK, USA, and India.

It is not mandatory for **You** to provide **Your** personal information when requested by **WTW**, but if **You** do not agree to the collection or subsequent use of **Your** personal information by **WTW**, this might prevent **WTW** from arranging insurance or handling claim for **You** and that might in turn adversely affect **You**. If **You** wish to learn more about how **WTW** handles **Your** personal information, please refer to **WTW's** Privacy Policy which is available online at: <https://www.wtwco.com/en-au/notices/privacy-policy-Australasia> or upon request.

If **You** have any question or concern regarding how **Your** personal information is handled by **WTW**, please contact the Privacy Officer at:

WTW Level 16 Angel Place, 123 Pitt Street, Sydney
NSW 2000, Australia

E-mail: Aust_privacy@willistowerswatson.com
Telephone: 02 9285 4000

HOW TO MAKE A CLAIM

If **You** would like to make a claim under this **Policy**, please contact the Claims Service Team using the contact details shown in the "Contacting **Us**" section in Part B of this document. **We** will only accept responsibility for repairs or payments to third parties under a claim where **You** have advised **Our** Claims Service Team beforehand and **We** have accepted **Your** claim.

Full details of what **You** must do for **Us** to consider **Your** claim are provided in the 'Claims' section in Part B of this document.

CLAIM PAYMENT EXAMPLES

These claims payment examples show **You** how a claim settlement is calculated based upon some practical scenarios. Any claim settlement amount will depend on the facts of each case.

1. Repairing Your vehicle – page 10

We may decide to repair **Your** vehicle and **You** can either choose a repairer or **We** can help **You** choose one.

The **Vehicle** was towed from the scene of the **Accident** to the nearest repairer or safe place we agree to. The towing company invoiced **You** for \$250. The cost of repairs is \$2,750.

There is an **Excess** of \$650. **You** are not registered for GST and were driving on a public road.

You pay \$650 **Excess** to the repairer.
We pay the repairer \$2,150 (\$2,750 - \$650)
We will pay the towing company \$250

2. Total Loss – pages 10-11

We decide that **Your** vehicle is a **Total Loss**.

The **Vehicle** was noted as an **Agreed Value** on the **Policy Schedule** with a **Sum Insured** of \$50,000. The **Vehicle** was towed from the **Accident** site to the nearest repairer or safe place **We** agree to. The towing company invoiced **You** for \$250.

You also took out optional benefit 4.3 (page 15) under Section for of this **Policy** to cover hire vehicle costs. Total incurred by **Us** in arranging this for **You** was \$1,650.

There is an **Excess** of \$1,000 and **You** can get a registration and compulsory third-party insurance refund of \$150. **You** are not registered for GST and were driving on a public road.

We pay **You** \$48,850 (\$50,000 – \$1,000 -\$150)
We will pay the towing company \$250

We will pay the hire vehicle costs \$1,650

3. New Replacement Vehicle – page 13

We decide that **Your** vehicle is a **Total Loss**.

The **Vehicle** was only 2 years old. The cost to **Us** of a new replacement **Vehicle** is \$25,000. The **Vehicle** was towed from the **Accident** site to the nearest repairer or safe place **We** agree to. The towing company invoiced **You** for \$250.

You also had a mobile phone damaged in the **Accident** which **We** have covered under additional benefit 3.5 (page 13) due to no other insurance held by **You**. Total incurred by **You** to replace was \$1,500.

There is an **Excess** of \$1,200 and **You** can get a registration and compulsory third-party insurance refund of \$150. New registration and compulsory third party insurance will cost \$650.

You are not registered for GST and were driving on a public road.

We pay to replace the vehicle \$25,650 (\$25,000 + \$650)

We will pay the towing company \$250

We will pay **You** \$1,500

You will pay **Us** \$1,350 (\$1,200 + \$150)

4. legal liability for damage to a third party's property – page 11-12

A driver of **Your Vehicle** who is under 23 years of age and not listed on **Your Policy Schedule** is involved in an accident in **Your Vehicle**, and the **Accident** is their fault. The damage to the third parties vehicle will cost \$4,750 to repair including towing costs and they incur hire car expenses which amount to \$550.

Your Vehicle was towed from the scene of the **Accident** to the nearest repairer or safe place we agree to. The towing company invoiced **You** for \$250. The cost of repairs is \$2,750.

There is a **standard Excess** of \$650 and an Age or Inexperienced Driver Excess of \$500. **You** are not registered for GST and were driving on a public road.

You pay \$1,050 total **Excess** (\$650 + \$500) to **Us**

We pay the repairer of **Your** vehicle \$2,750

We will pay the third party \$5,300 (\$4,750 + \$550)

We will pay the towing company \$250

COMPLAINTS AND DISPUTE RESOLUTION

We welcome every opportunity to resolve any concerns **You** may have with **Our** products or service. **WTW** has a formal complaints procedure. Should **You** have a complaint, please contact **WTW** in the first instance.

Alternatively, **You** may contact **WTW's** Complaints Officer:

Willis Australia Limited

Level 16, Angel Place

123 Pitt Street,

Sydney, NSW, 2000

T: (02) 9285 4000

E: compliancequeries.au@willistowerswatson.com

WTW will acknowledge **Your** complaint within one business day of receipt and advise **You** who the prime contact for handling **Your** complaint is. **We** aim to resolve complaints within fifteen (15) business days of receipt but if **Your** complaint is complex and may take more than fifteen (15) business days to resolve, **WTW** will keep **You** informed on the progress and when **We** expect to provide **Our** final response.

You can also contact **WTW** to comment upon their service at <https://www.wtwco.com/en-AU/Contact-us>.

If **You** are not satisfied with **WTW's** response to **Your** complaint, **You** may wish to have the matter reviewed by **Our** Internal Dispute Resolution Committee ("Committee") by using the following contact details:

Internal Dispute Resolution Committee

HDI Global Specialty SE

Level 19,

20 Martin Place,

Sydney NSW, 2000

Email: HGABdisputes@hdi-specialty.com

In most cases, **We** will provide a full written response to complaints within fifteen (15) business days of receipt provided **We** have received all necessary information and have completed any investigations required. **We** undertake to resolve **Your** complaint within thirty (30) calendar days.

If **We** are unable to provide a written response setting out the final decision, **We** will keep **You** informed of progress at least every 10 days.

If **You** are not satisfied with the finding of the Committee, or if **We** have been unable to resolve **Your** complaint within 30 calendar days, **You** may be able to take **Your** matter to an independent dispute resolution body, the Australian Financial Complaints Authority ("**AFCA**"). **AFCA** is an ASIC approved independent national body which resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to **You**. **We** are bound by the determination of **AFCA**, but the determination is not binding on **You**.

Contact details for **AFCA** are:

Australian Financial Complaints Authority

GPO Box 3

Melbourne, VIC, 3001

Phone: 1300 931 678 (local call fee applies)

Email: info@afca.org.au

Internet:

THE POLICY DOES NOT COVER CERTAIN THINGS

The **Policy** will not cover any loss or damage to **Your Vehicle** or your legal liability if **Your Vehicle**:

- (a) is being driven by anyone:
 - who does not hold an appropriate driving licence; or
 - who is under the influence of alcohol or drugs; or
 - whose blood alcohol reading exceeds the legal limit; or
 - who following an **Accident**, refuses to provide or allow the taking of a sample of breath, blood or urine for testing analysis as required by the law of any state or territory in which the **Accident** occurred.
- (b) is stolen or is damaged in an **Accident** or an event covered by this **Policy** and **You** incur costs because **You** cannot use **Your Vehicle**, unless cover is specifically specified elsewhere within the **Policy**;
- (c) has been modified in a way that materially increases its designed top speed or performance and **We** were not told this and/or had not agreed to it in writing;
- (d) is being used to carry more passengers or carrying or towing a heavier load than it was designed for;
- (e) is being driven on a public road while not registered for use on a public road;
- (f) has been legally seized or repossessed;
- (g) is being used when it is in an unsafe or unroadworthy condition and **You** knew or should have known that it was unsafe or unroadworthy.

The **Policy** will not cover damage to **Your Vehicle** relating to:

- (a) damage to its tyres caused by the application of brakes, road punctures, cuts or bursting unless caused as a result of an incident covered under the **Policy** or people acting maliciously;
- (b) depreciation, fair wear and tear, rust or corrosion or any loss or damage arising therefrom;
- (c) failure or breakdown of a structural, electrical, mechanical or electronic nature or any loss or damage arising therefrom;
- (d) faulty design or workmanship of **Your Vehicle Parts**;
- (e) mechanical damage howsoever caused except as a direct consequence of an **Accident** or event covered by this **Policy** or **Your Vehicle** being driven by a thief;

We may refuse to pay for any loss or damage to **Your Vehicle** or **Your** legal liability arising out of:

- (a) **Your** failure to comply with a condition of this **Policy**, if and to the extent we are prejudiced by **Your** failure;
- (b) a deliberate act by **You** or anyone acting with **Your** permission;
- (c) **Your** admission of liability or fault for damage or injury without **Our** consent, except where such liability would have been incurred even if **You** had not admitted fault or liability.

These are only some of the events that may not be covered by this **Policy**. Please read the **Policy Wording** which follows this PDS for full details of all relevant **Policy** exclusions that apply to this **Policy**.

RECEIVING YOUR POLICY DOCUMENTS

We will normally email **Your Policy** and other related documents. **We** will consider an email to be received by **You** when it enters **Your** mail server, but in any event no later than 24 hours from the time it is sent out of **Our** data system. **You** can choose to receive **Your Policy** documents by other methods and **You** can change **Your** preference at any time. It is **Your** responsibility to make sure **We** have **Your** current email and mailing address on record, so **You** must let **Us** know as soon as these change.

FINANCIAL CLAIMS SCHEME

This **Policy** is a protected Policy as defined under the *Insurance Act 1973* (Cth) ("**Insurance Act**"). This means that in the unlikely event that **We** become insolvent **You** may be entitled to payment under the Financial Claims Scheme that is available under the *Insurance Act*, provided **You** meet the eligibility criteria.

The *Insurance Act* is administered by the Australian Prudential Regulatory Authority ("**APRA**"). **You** may obtain more information from APRA at <http://www.fcs.gov.au> or by calling 1300 558 849.

Part B – Policy Wording

OUR AGREEMENT WITH YOU

This **Policy** is a legal contract between **You** and **Us**. In consideration of **You** paying the premium, **We** will provide **You** the cover as set out in this **Policy**, during the **Period of Insurance** as shown on **Your Policy Schedule**.

The monthly premium is calculated on a pro rata basis depending on the day in the calendar month that cover on **Your Vehicle** commences.

Excesses set out in the section headed “What **You** must pay if **You** make a claim – Excess” apply to all claims except where otherwise stated. The amount of any **Excess** that applies to **Your Policy** will be shown on **Your Policy Schedule**.

The exclusions in the section(s) headed “General Exclusions” and conditions in the section headed “General Conditions” apply to all sections of cover under this **Policy**.

Any amounts payable by **Us** under the **Policy** will be paid in Australian Dollars unless otherwise specified.

OTHER PARTY’S INTERESTS

You must tell **WTW** of the interests of all parties (eg. **Finance Companies**, owners, lessors) who will be covered by this **Policy**. **We** will protect their interests only if **You** have told **WTW** about them and **WTW** have noted them on **Your Policy Schedule**.

KEY WORDS WITH SPECIAL MEANINGS

Accident	means an unplanned, unforeseen, unintended and unexpected event involving a Vehicle which occurs suddenly causing Damage, Property Damage or Personal Injury.
Aftermarket Accessories	means the Accessories which are fitted on Your Vehicle as shown in purchase invoice or otherwise as notified to Us and noted in Your Policy Schedule .
Agreed Value	means the value shown in Your Policy Schedule which we have agreed to cover Your Vehicle for, excluding any Dealer Fitted Accessories or Aftermarket Accessories .
Application	means the online application You need to complete in order to apply for coverage under this Policy .
Business	means the Your business as specified in the Policy Schedule including activities which are substantially of the same kind or carried out in connection with that Business .
Dealer Fitted Accessories	means the Accessories which are fitted on Your Vehicle as shown in purchase invoice.
Excess(es)	means the amount(s) specified in Your Policy Schedule and elsewhere in the Policy which You must contribute to each claim You make under this Policy .
Finance Agreement	means the agreement containing the terms and conditions of the financing arrangements for the purchase of Your Vehicle .
Finance Company	means the financial institution providing You with the Finance Agreement .
Insurer	means HDI Global Specialty SE – Australia (ABN 58 129 395 544, AFS Licence Number 458776).
Lifestyle Equipment	means items which are used for sporting or leisure, can include items such as bicycles, camping equipment and the like.
Market Value	means the cash purchase price of a vehicle of the same age, type and condition of Your Vehicle , in Your local area, but excluding costs and charges for registration, stamp duty transfer and any dealer warranty costs.
Partial Loss	means where any loss or damage to Your Vehicle does not constitute a Total Loss .

Parts and/or Accessories

means, but is not limited to:

- (a) any standard, factory fitted, **Dealer Fitted Accessories** or **Aftermarket Accessories** attached to the **Vehicle**, spare parts, tools, emergency and servicing equipment, sign writing, art-work, advertising signs relevant to the **Vehicle**;
- (b) radio receivers and transmitters, compact disc players, television monitors, satellite navigation devices or similar or related electrical or electronic equipment and/or air-conditioning units that are fixed; or
- (c) gates, chains, ropes, tarpaulins, binders, fences and other articles or materials used to cover or secure loads,

Period of Insurance

means the period of cover shown on the **Policy Schedule**.

Personal Injury

means bodily injury to or the death of any person, which results from an **Accident** or event.

Policy or Policy Wording

means this document, the **Policy Schedule** and any endorsement to the **Policy** all of which are to be read together.

Policy Schedule

means the schedule or certificate **We** give **You** showing **Your** coverage under this **Policy**.

Substitute Vehicle

means a registered vehicle not owned by **You** but used by **You** as a substitute while **Your Vehicle** is being serviced, repaired or is not driveable and **You** have the owner's consent to drive it. **Substitute Vehicle** however does not mean a hire car.

Total Loss

means one of the following two events arising out of any loss or damage to **Your Vehicle**:

- the cost to repair **Your Vehicle** less the value of any salvage (if applicable) exceeds the **Market Value**; or
- **Your Vehicle** is stolen and not recovered within 14 days.

Vehicle

means the vehicle described in **Your Policy Schedule**.

We, Our or Us

means the **Insurer**.

WTW

means Willis Australia Limited (ABN 90 000 321 237, AFS Licence Number 240600)

You or Your

means the person named on the **Policy Schedule** as the "Insured".

Your Family

means any member of **Your** family who lives permanently with **You**, including **Your** partner

Sections 1, 2, 3 & 4

POLICY BENEFITS AND FEATURES

There are 4 sections of cover under this **Policy** during the **Period of Insurance**:

- (a) Section 1 is the "Own Damage" cover, which covers loss and damage to **Your Vehicle** including any automatically included **Dealer Fitted Accessories** and for **Aftermarket Accessories** that are noted in **Your Policy Schedule**, if **Your Vehicle** is stolen, lost or damaged due to an incident;
- (b) Section 2 is the "Third Party Liability" cover, which covers **Your** legal liability to third parties for property damage and bodily injury, in the event of an incident involving **Your Vehicle**;

- (c) Section 3 is the "Additional Benefits" cover, which provides additional benefits as shown in **Your Policy Wording**, and;
- (d) Section 4 is the "Optional benefits" cover, which during **Your Application**, **You** can choose to include as shown in **Your Policy Schedule**.

These benefits and features are described further below in the below **Policy Wording**.

Claims may be refused in certain circumstances. Please refer to the **Policy Wording** (Part B) which follows this PDS for full details of the terms and conditions of cover and exclusions that apply.

The causes or events not covered by this **Policy** are described under each cover section, "What **You** are Not insured against" and "When **You** are not covered" as well as under the "General Exclusions" section of this **Policy**.

SECTION 1: Insurance Cover for Your Vehicle

1.1 WHAT YOU ARE INSURED AGAINST

We cover **You** against theft or accidental loss or damage to **Your Vehicle** occurring during the **Period of Insurance**.

COVER ON YOUR VEHICLE INCLUDES:

- (a) Standard equipment for the particular make and model of **Your Vehicle** fitted by the original manufacturer;
- (b) Any **Dealer Fitted Accessories**; and
- (c) Other fitted **Aftermarket Accessories** listed in the **Policy Schedule**, and
- (d) **Your Vehicle's** tools or spare **Parts** in or on **Your Vehicle**, up to \$1,000 in total.

1.2 WHAT YOU ARE NOT INSURED AGAINST

We do not cover **Your Vehicle** for the following:

- (a) damage to its tyres caused by the application of brakes, road punctures, cuts or bursting, unless caused as a result of an event covered under the **Policy** or malicious damage caused by other persons;
- (b) depreciation, fair wear and tear, rust or corrosion or any loss or damage arising therefrom;
- (c) failure or breakdown of a structural, electrical, mechanical or electronic nature or any loss or damage arising therefrom; However, **We** do cover **You** for loss or damage to **Your Vehicle** resulting from failure or breakdown of a structural, electrical, mechanical or electronic nature if such loss is otherwise covered under sections 2, 3 or 4 of this **Policy**;
- (d) faulty design or workmanship of **Your Vehicle Parts**. However, **We** do cover **You** for loss or damage to **Your Vehicle** resulting from faulty design or workmanship if such loss is otherwise covered under sections 2, 3 or 4 of this **Policy**;
- (e) mechanical damage howsoever caused except as a direct consequence of an **Accident** or event covered by this **Policy** or **Your Vehicle** being driven by someone without **Your** permission; or
- (f) loss of or damage to **Your Vehicle** resulting from the incorrect fuel being utilised.

1.3 WHAT WE PAY FOR IN RESPECT OF LOSS OR DAMAGE

The loss or damage to **Your Vehicle** will either be:

- (A) **Partial Loss**; or
- (B) **Total Loss**.

(A) PARTIAL LOSS

Where there is **Partial Loss**, **We** will repair **Your Vehicle** to a similar condition to that which it was prior to the loss or damage.

If it is necessary to repair or upgrade it to a better condition than it was in before the loss or damage occurred, then **We** will request **You** to contribute the additional amount to repair it to the better condition.

If **You** have insured any **Dealer Fitted Accessories** or **Aftermarket Accessories**, **We** will either repair them or pay for the cost to replace them as new.

GENUINE MANUFACTURER PARTS

If **We** accept a claim for accidental loss of (including theft) or accidental damage to **Your Vehicle**, but are unable to fix a damaged **Part**, **We** will:

- where locally available authorise the **Part** to be replaced with a new genuine manufacturer **Part**;
- where a new **Part** is not available authorise the **Part** to be replaced with a genuine reconditioned or recycled manufacturer **Part**; or
- where a genuine **Part** (new or used) is not locally available, authorise only new, recycled, or reconditioned **Parts** that meet the requirements of Australian Design Rules.

This benefit only applies if the **Part** can be sourced within Australia at the time of repair.

We will not pay any amount greater than the maker's last list price in Australia (together with a reasonable charge for fitting) for the supply of any spare **Part**, extra or **Accessory**.

This benefit will not apply where a genuine **Part** was not originally fitted or where it is impractical to replace a complete assembly with individual **Parts**, for example, where a door or tailgate requires multiple replacement **Parts**.

In the event that any spare **Part**, extra or **Accessory** cannot be obtained within a reasonable time, **We** may choose to pay **You** the value of the spare **Part**, extra or **Accessory** (together with a reasonable charge for fitting) rather than supply the spare **Part**, extra or **Accessory**.

REPAIR GUARANTEE

If **We** authorise repairs to **Your Vehicle**, **We** will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of **Your Vehicle**. For entitlement to any repairs under this guarantee **You** must first allow **Us** to inspect the **Vehicle** and **We** must agree that repairs are necessary. This guarantee is not transferable.

(B) TOTAL LOSS

If there is a **Total Loss**, **We** will either:

- replace **Your Vehicle** with an equivalent vehicle; or
- pay **You** its **Market Value** or **Agreed Value**, as shown in **Your Policy Schedule** at the time of the **Total Loss**;

whichever is more reasonably practicable. In addition to replacement or payment of **Market Value** or **Agreed Value**, as shown in **Your Policy Schedule We** will:

- replace all insured **Dealer Fitted Accessories** and **Aftermarket Accessories** as shown in **Your Policy Schedule** or pay **You** the cost to replace them as new, less depreciation and fair wear and tear; but
- less any applicable **Excess(es)** and any refund on the **Vehicle** registration.

If **Your Vehicle** is the security for any **Finance Agreement** and the name of the **Finance Company** is noted on the **Policy Schedule**, then:

- **We** have the right to make claim payments to the **Finance Company**, and
- any payment made to the **Finance Company** will satisfy **Our** obligation to **You** under this **Policy** for the amount paid subject to the amount owing under **Your Finance Agreement**. **We** will pay **You** the balance of any insurance claim that **We** have agreed to pay, which exceeds the amount owing under **Your Finance Agreement**.

If **Your Vehicle** is a **Total Loss** and **We** pay **You** the **Market Value** or **Agreed Value**, as shown in **Your Policy Schedule** or replace **Your Vehicle**, this **Policy** will come to an end and **You** will no longer have any cover. This means **You** will not be entitled to make any further claim under this **Policy** and:

- where the premium has been paid in full for the **Period of Insurance** there will be no refund of any premium, or
- where the premium is paid by monthly instalments, **We** are entitled to deduct from any claim paid or payable, the balance of the unpaid premium or instalments of premium for the **Period of Insurance**.

SALVAGE

If **We** replace **Your Vehicle** or pay **You** the **Market Value** or **Agreed Value**, as shown in **Your Policy Schedule**, **Your Vehicle** and its insured **Dealer Fitted Accessories** and **Aftermarket Accessories** become the property of the **Insurer**. Should **You** elect to retain lawful possession of the salvage and the **We** agree, the amount representing the value of the salvage to **Us** will be deducted from the claim settlement.

SECTION 2: Insurance Cover for Your Legal Liability

2.1 WHAT YOU ARE INSURED AGAINST

2.1.1 PROPERTY DAMAGE

DAMAGE TO PROPERTY

We will pay the amount **You**, or any person **You** have given consent to drive, use or to be in charge of **Your Vehicle**, may be held legally liable to pay for accidental damage to property belonging to other people, occurring

during the **Period of Insurance** and caused by or arising out of the use of:

- **Your Vehicle** or goods falling from **Your Vehicle**; including another **Vehicle** which has broken down;
- a single trailer or caravan attached to **Your Vehicle**;
- a passenger travelling in **Your Vehicle** or who is getting into or out of **Your Vehicle** with **Your** permission;
- **Your** employer, principal or partner arising out of **Your** use of **Your Vehicle**; and
- loading or unloading **Your Vehicle** or a substitute vehicle.

WHEN YOU ARE NOT COVERED

However, **We** do not cover the legal liability of **You** or the driver of **Your Vehicle** for damage by **Your Vehicle** to any property belonging to **You** or the driver of **Your Vehicle**, or any property in **Your** or the drivers care or custody other than:

- a residential building that **You** are renting or is on lease to **You**, or
- employee's or visitor's vehicles and their contents while contained in a car park provided by **You**.

SUBSTITUTE VEHICLE

We cover **Your** legal liability to pay for accidental property damage to other parties caused by a **Substitute Vehicle**. There is no cover for loss or damage to the **Substitute Vehicle**.

YOUR EMPLOYER'S OR PRINCIPAL'S LIABILITY

We will pay the amount that **Your** employer, principal or business partner may be held legally liable to pay, for accidental damage to property belonging to other people as a result of an incident covered by this **Policy** while **You** are using **Your Vehicle** on **Business**, as long as it is not a use that is excluded by this **Policy**.

MARITIME LIABILITY

If **Your Vehicle** is being transported by sea between Australian ports, **We** will pay **Your** contribution for **Your Vehicle** if a 'general average' is declared on the voyage on which **Your Vehicle** is being transported. General average is declared when the vessel's master takes extraordinary measures such as throwing goods or cargo overboard to safeguard the vessel and the remaining property on the vessel when the vessel's safety is imperilled. Those whose property is saved share the expenses or salvage costs incurred by a ship owner in preserving the vessel and cargo.

WHAT WE PAY FOR LEGAL LIABILITY FOR DAMAGE TO OTHER PEOPLE'S PROPERTY

We will pay up to the maximum amount shown on the **Policy Schedule**, for all claims arising out of any one incident or series of incidents arising out of the one cause or event covered under the heading "Property damage", in this section.

2.1.2 INJURY TO OTHER PERSONS

We will pay the amount which **You**, or any person driving, using or in charge of **Your Vehicle** with **Your** permission may be held legally liable to pay by way of compensation or damages (excluding aggravated, punitive or exemplary damages) for death or bodily injury to persons arising out of the use of **Your Vehicle** during the **Period of Insurance**. **We** do not cover legal liability for death or bodily injury to:

- **You** or any person driving, using or in charge of **Your Vehicle**; or
- an employee of **Yours** or who is deemed by any law to be **Your** employee arising out of their employment with **You**.

WHEN YOU ARE NOT COVERED

We will not pay for **Your** legal liability in respect of any death or bodily injury if:

- (a) **Your Vehicle** is unregistered;
- (b) **You** or any person using your **Vehicle**:

is wholly or partly covered under any compulsory statutory insurance scheme or accident compensation scheme; or

- would have been entitled to be covered under any such scheme as it existed at the commencement date of the relevant **Period of Insurance**, even though there may have been a change in the law during that **Period of Insurance**; or
- would have been entitled to be covered under any such scheme if it were not for the application of any **Excess** or deductible applying under the scheme; or
- would have been entitled to be covered under any such scheme had cover not been refused or not in place because **You** did not:
 - register **Your Vehicle**; or
 - apply for cover under the scheme; or
 - comply with a term or condition of the scheme.

WHAT WE PAY FOR LEGAL LIABILITY FOR INJURY TO OTHER PERSONS

We will pay up to the maximum amount shown in the Policy Schedule, for all claims arising out of any one incident or series of incidents arising out of the one cause or event covered under “Injury to other persons”, in this section.

2.2 LEGAL EXPENSES

We will pay **Your** reasonable legal costs and expenses in defending or settling claims if **We** have given **You Our** agreement in writing to incur such costs and expense. Any amount that **We** pay for legal costs and expenses in respect of any claim arising under Section 2 of this **Policy** will form part of the maximum amount that **We** will pay as shown in the **Policy Schedule**, under the sections “Damage to property” and “Injury to other persons”.

2.3 TOTAL LIMIT OF LIABILITY

We will pay up to \$20,000,000, for all claims arising out of any one incident or series of incidents arising out of the one cause or event covered under the sections “Property damage” and/or “Injury to other persons” including any “Legal expenses” that apply.

SECTION 3: Additional Benefits

If **You** have a valid claim that **We** have accepted for loss or damage to **Your Vehicle** under Section 1, **We** will also provide the following additional benefits:

3.1 VEHICLE HIRE CAR COSTS FOLLOWING THEFT

If **Your Vehicle** is stolen and the theft is covered under this **Policy**, **We** will reimburse **You** for the reasonable cost of hiring a similar vehicle providing **You** first obtain **Our** approval, but:

- **We** do not pay for hiring charges incurred after **Your Vehicle** is found;
- **We** do not pay for hiring charges if **Your** sole reason for a claim is glass damage;
- **We** do not pay for fuel or other running costs; and
- cover stops once **We** pay the claim.

The maximum amount **We** will pay under this additional benefit is \$3,000, with a maximum of \$150 per day, for any one event.

This **Policy** will not respond in respect of any loss or damage arising out of any incident involving the hire car. **You** will need to ensure that separate insurance cover is maintained over any hire car.

3.2 FINANCE GAP COVER – FINANCIAL AGREEMENT PAYOUT

Where:

- **Your Vehicle** is declared a **Total Loss**; and
- **Your Vehicle** is subject to a **Finance Agreement** with the **Finance Company** directly relating to the **Vehicle** purchase; and
- the **Finance Agreement** pay-out amount exceeds the **Total Loss** amount;

then **We** will pay the **Finance Agreement** payout amount provided:

- that any payment over the agreed **Total Loss** amount does not include any amounts in arrears at the time of the loss; and
- that any additional payment over and above the agreed **Total Loss** amount will include any discounts applicable for full payment of the **Finance Agreement**.

This Additional Benefit 3.2 does not apply where **We** provide **You** with a new vehicle replacement under Additional Benefit 3.3.

3.3 NEW VEHICLE REPLACEMENT

Where **Your Vehicle** is a **Total Loss**, and **We** have agreed to pay **Your** claim **We** will replace **Your Vehicle** with a new vehicle of the same make model or series so long as it is available in Australia, and **Your Vehicle** is less than 36 months old from when it was first registered.

The **Insurer** will, at the option of **You** (and with the consent of any **Finance Agreement** where applicable) replace such **Your Vehicle** with a new vehicle of the same make, model or series including **Parts and/or Accessories** which are reasonably necessary, so long as it is available in the country where the damaged **Vehicle** is normally garaged including all on road costs, less refunds of registration fees and CTP and Motor **Accident** Injuries ("MAI") insurance applicable for the replaced insured **Vehicle**. Where **Parts and/or Accessories** are not replaced, **We** will, depending on the most appropriate option having regard to the circumstances of the claim:

- (a) Repair **Parts and/or Accessories** or make a cash payment equivalent to the cost of repairing **Parts and/or Accessories** damaged at the same time of the damage to the **Vehicle**; and/or
- (b) Pay the cost to install to the replacement vehicle any **Parts and/or Accessories** repaired under (a) above and/or those which were undamaged and permanently attached to the **Vehicle** at the time of the damage to the **Vehicle**.

However, if a new replacement vehicle is not available, the **Insurer** will replace the **Your Vehicle** with the nearest equivalent and suitable replacement vehicle that is available in the country that the **Vehicle** is normally garaged including all on road costs, less refunds of registration fees and CTP insurance applicable for the replaced vehicle.

If an **Excess** is applicable, it is payable to **Us** promptly after **We** confirm to **You** that a suitable replacement vehicle is available, or it will be deducted by **Us** from any cash payment, as relevant.

Provided always that if **You** opt to receive a cash payment instead of a replacement vehicle or **We** and **You** cannot agree upon a suitable replacement vehicle, or if no suitable replacement vehicle is available in the country that the **Vehicle** is normally garaged, then **We** will pay to **You** the amount of the actual purchase price which **You** paid for the **Vehicle**, including delivery charges and stamp duty where applicable.

In the event of **Your Vehicle** becoming a **Total Loss** and **We** indemnify **You** by paying the full **Market Value** or **Agreed Value**, as shown in **Your Policy Schedule**, or replace the **Vehicle**, cover for the **Vehicle** comes to an end and there will be no refund of the premium for the unexpired **Period of Insurance**.

3.4 TOWING COSTS

If **Your Vehicle** is undriveable following an **Accident** or theft covered under the **Policy**, **We** will pay for the reasonable costs of:

- towing **Your Vehicle** to the repairer nearest to where it was damaged; or
- any other place that **We** first approve.

3.5 PERSONAL PROPERTY

We will cover, following a claim under Section 1 of this **Policy**, the loss or damage to wearing apparel and personal property not otherwise insured belonging to **You** while contained in **Your Vehicle** provided that:

- cash, negotiable instruments, computers, laptops, personal navigation equipment and goods or samples carried in connection with any trade or **Business** are excluded from this cover; and
- the maximum amount **We** will pay is limited to \$2,500 arising from any one incident.

When **You** make a claim under this Additional Benefit 3.5 **You** will need to provide proof of ownership and value for the item. This can for example be a receipt, valuation or photograph. If **You** are unable to provide proof of ownership, **We** may refuse to pay the claim.

No **Excess** will be payable for any claims made by **You** under this Additional Benefit 3.5.

3.6 CHILD SEAT OR BABY CAPSULE

We will pay the reasonable cost for loss or damage to a child's seat or baby capsule that is stolen from **Your Vehicle** or damaged in an **Accident** or fire while contained within **Your Vehicle**.

No **Excess** will be payable for any claims made by **You** under this Additional Benefit 3.6.

3.7 TRAVELLING & ACCOMMODATION EXPENSES

We will pay for any reasonable travelling and accommodation expenses resulting from a claim for accidental damage, fire or theft to **Your Vehicle** which **We** accept under this **Policy**, as long as at the time of **Accident**, fire or theft **Your Vehicle** was more than 100 kilometres from the address where it is normally parked at night.

We will not pay if **You** had intended to pay for overnight accommodation in any event.

The maximum amount **We** will pay is \$5,000 for any one event.

3.8 LOCKS AND KEYS INCLUDING RE-CODING

If **Your** keys are lost, destroyed, stolen or damaged, or if there are reasonable grounds to believe the keys may have been duplicated, **We** will pay the costs of replacing and/or recoding the locks and/or keys. **We** will pay up to \$5,000 per event, per **Vehicle** during **Period of Insurance** and this benefit is not subject to loss or damage being suffered to the **Vehicle** covered under the **Policy**.

No **Excess** will be payable for any claims made by **You** under this Additional Benefit 3.8.

3.9 CHOICE OF REPAIRER

You may choose any licensed repairer to repair **Your Vehicle**. However **We** may invite, accept, adjust or decline estimates or arrange to move **Your Vehicle** to another repairer acceptable to both **You** and **Us**.

3.10 FUNERAL EXPENSES

As a result of an **Accident** to **Your Vehicle** covered under the **Policy** and **You**, the driver or accompanying passenger(s) sustain **Personal Injury** as a direct result of an **Accident** whilst using **Your Vehicle**, whether or not death occurs at the time of the loss, **We** agree to pay for associated funeral, burial or cremation costs and include transportation costs within Australia for the deceased driver or accompanying passenger(s), including any member of the immediate family. This benefit will not be reduced by any accident compensation, and **We** will pay up to \$25,000 per **Accident** or event during the **Period of Insurance**.

3.11 TRAILER AND CARAVAN COVER

We will pay for theft, or accidental loss or damage to any trailer or caravan which is owned by **You** while it is:

- attached to **Your Vehicle**; or
- detached from **Your Vehicle** but within the domestic land boundaries of **Your** usual home as long as it was not in a common area of home units, flats and the like.

We do not pay for any property in or on the trailer/caravan.

The maximum amount **We** will pay is the **Market Value** of the trailer or caravan, limited to \$5,000.

3.12 RETURNING YOUR VEHICLE AFTER STOLEN

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 **Your Vehicle** plus the necessary repairs exceed the relevant **Market Value** or **Agreed Value**, as shown in **Your Policy Schedule** at the time of the theft, **We** reserve the right to treat **Your Vehicle** as a **Total Loss**.

3.13 CLEANING UP AFTER AN ACCIDENT

We cover **Your** legal liability to pay for the cleaning up of any debris of **Your Vehicle** following an **Accident**. The maximum amount **We** will pay is \$50,000 for any one **Accident**.

3.14 CAR SHARING AGREEMENT

We will pay for accidental loss or damage when **Your Vehicle** is being used in a car sharing agreement, including travelling to and from work, as long as "Ride Share" is shown on **Your Policy Schedule** and **You** do not exceed 38 hours a week.

3.15 TYRE REPLACEMENT

If **We** agree to pay a claim and replace any tyre which cannot be used as a direct result of damage sustained from a loss covered under this **Policy**, **We** will pay for the new tyre replacement cost of a similar make and specification. This benefit is applicable provided that the condition of the damaged tyre's remaining tread conforms to legal requirements at the time of damage and it was not a re-treaded tyre.

3.16 ATTENDANCE OF FIRE BRIGADE AND/OR POLICE AND/OR OTHER AUTHORITIES

This **Policy** extends to cover **You** up to a limit of \$50,000 per event for costs and expenses levied upon the Insured by the following authorities consequent upon an **Accident** or event involving **Your Vehicle**, for attendance of personnel, appliances and equipment and for services rendered at the scene of any **Accident** or event by:

- (a) any police force;
- (b) any fire brigade or emergency services organisation; or
- (c) any other governmental or road authority.

3.17 TEMPORARY OR EMERGENCY REPAIRS

In the case of an emergency, **We** give **You** the authority to arrange, on **Our** behalf and at a reasonable cost, the following:

- (a) repair or replacement of **Your Vehicle's** windscreen; and/or
- (b) the towing of **Your Vehicle** to the nearest repairer or place of safety, or to any other place already approved; limited to \$3,000.

3.18 SIGNWRITING AND ADVERTISING

If **Your Vehicle** is damaged, **We** will pay the reasonable cost of repairing or replacing any signwriting, fixed advertising or material forming a permanent **Part** on or affixed to **Your Vehicle** that is damaged. Any amount payable will be in addition to the **Market Value** or **Agreed Value**, as shown in **Your Policy Schedule**, that **We** will pay **You** for damage to **Your Vehicle** in accordance with **Your** claim.

3.19 COMPLETION OF JOURNEY COSTS

Following loss or damage to **Your Vehicle**, **We** will pay **You** the reasonable costs of:

- (a) returning **Your** driver and their non-paying passengers to the point of departure or, at **Your** option, to the driver's destination; or
- (b) obtaining overnight accommodation if the journey cannot be completed in the same day as the loss or damage occurs; or
- (c) hiring another vehicle of similar make and model to complete the journey or to return **Your** driver to where the journey first commenced up to a maximum amount of \$5,000 per event, provided that:

- i) the loss or damage was covered under this **Policy**; and
- ii) **Your Vehicle** was more than 100km from its usual place of garaging at the time of loss or damage occurring.

3.20 EXPEDITING EXPENSES

We will pay the reasonable additional costs when necessary of expediting permanent repairs to the **Your Vehicle**. **Our** liability for such additional costs in respect of any one **Accident** shall not exceed \$5,000.

3.21 VEHICLES UNDER LEASE OR COMMERCIAL HIRE PURCHASE

If **Your Vehicle** is subject to a lease agreement or commercial hire purchase agreement and suffers damage covered by this **Policy**, and becomes a **Total Loss** during the **Period of Insurance**, and **We** do not provide **You** with a replacement vehicle, **We** will pay the costs and charges necessary to discharge the lease agreement or commercial hire purchase agreement including the pay-out figure.

However, **We** will not pay:

- (a) outstanding payments, costs and charges for any period prior to the date of the damage; and
- more in total for the **Vehicle** for this additional benefit than 20% of the **Market Value**, or **Agreed Value** thereon stated in the **Policy** applicable at the date of the damage.

3.22 CLAIMS PREPARATION COSTS

In addition to and not limited by the sum insured and/or the limit of liability, **We** will also indemnify **You** for the costs and expenses necessarily and reasonably incurred, with **Our** consent, in producing and certifying any details required in terms of any condition relating to claims procedure, up to \$15,000, for any one **Accident** or event. **You** should notify **Us** if **You** expect to incur costs and expenses covered by this benefit before doing so, so that **We** can inform **You** whether **We** agrees the costs are necessary and reasonable.

SECTION 4: Optional Benefits

Any optional benefits **You** have been provided with will be automatically included with any renewal offer **We** make unless **You** contact **Us** and ask **Us** to remove these optional benefits at renewal. In order to be sure that **You** are covered under this **Policy**, **You** should always contact **Us** for approval before **You** incur expenses **You** wish to claim. If **You** do not, **We** will pay for expenses incurred up to the amount **We** would have authorised had **You** asked **Us** first.

4.1 REMOVAL OF THE STANDARD EXCESS FOR TYRE CLAIMS

When the **Policy Schedule** shows that the "Removal of standard excess for tyre claims" option applies, **We** will cover **You** for, and will not apply an **Excess** to **Your** claim incidents where, the tyre on **Your Vehicle** is accidentally punctured, damaged or suffers a blowout as

a result of it being driven over potholes, nails, screws, gutters and/or kerbs, glass or other road debris. This option applies:

- to the first three claims for the repair or replacement of a damaged tyre in any **Period of Insurance**; and
- if the damage to the tyre is the only damage to **Your Vehicle**.

In addition, **We** will pay for the repair or replacement of a rim that is damaged as a result of the tyre on **Your Vehicle** being punctured, damaged or suffering a blowout in the circumstances specified above.

Additionally, **We** will pay the reasonable cost of towing **Your Vehicle** to the nearest repairer, place of safety or any other place which **We** agree to.

We will not pay for:

- temporary or space saver tyres;
- damage to the tyres caused by application of the brakes;
- non-damaged tyres for the purpose of matching a set; or
- damage to tyres that are in unroadworthy condition at the time of the incident.

4.2 TOOLS OF TRADE

When the **Policy Schedule** shows that the "Tools of trade" option applies and **We** accept a claim for accidental loss of (including theft) or accidental damage to **Your Vehicle** under the **Policy**, **We** will also cover accidental loss of (including theft) or accidental damage to tools of trade, trade stock and materials.

This option only applies:

- if the tools of trade, trade stock or materials are stolen via forcible and violent entry to **Your** securely locked **Vehicle** and/or tool box, permanently fixed to **Your Vehicle**; or
- if the tools of trade, trade stock or materials are damaged as a result of a motor vehicle collision.

This benefit does not extend to cover cash, negotiable instruments, computers, laptops and personal navigation equipment carried in connection with any trade or **Business**.

The maximum **We** will pay is \$5,000 for any one incident.

4.3 HIRE CAR COSTS FOLLOWING ACCIDENT

If **Your Vehicle** is involved in a covered **Accident** under this **Policy**, **We** will reimburse **You** for the reasonable cost of hiring a similar vehicle providing **You** first obtain **Our** approval, but:

- **We** do not pay for hiring charges incurred after **Your Vehicle** is repaired or returned to **You**;
- **We** do not pay for hiring charges if **Your** sole reason for a claim is glass damage;
- **We** do not pay for fuel or other running costs; and
- Cover stops once **We** pay the claim.

The maximum amount **We** will pay under this additional benefit is \$4,500, with a maximum of \$150 per day for any one event.

This **Policy** will not respond in respect of any loss or damage arising out of any incident involving the hire car. **You** will need to ensure that separate insurance cover is maintained over any hire car.

4.4 LIFESTYLE EXTENSION

When the **Policy Schedule** shows that the "Lifestyle Extension" option applies and **We** accept a claim for accidental loss of (including theft) or accidental damage to **Your Vehicle** under the **Policy**, **We** will also cover accidental loss of (including theft) or accidental damage to **Lifestyle Equipment**.

This option only applies:

- if the **Lifestyle Equipment** are stolen via forcible and violent entry to **Your** securely locked **Vehicle** and/or tool box, permanently fixed to **Your Vehicle**; or
- if the **Lifestyle Equipment** is damaged as a result of a motor vehicle collision.

The maximum **We** will pay is \$5,000 for any one incident.

Section 5: General Exclusions

5.1 WHEN YOU ARE NOT COVERED

This **Policy** excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) Any act(s) of terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons; or
- involves damage to property; or

- endangers life other than that of the person committing the action; or
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.

- (c) Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This **Policy** also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to (a), (b) or (c) above.

We will not pay any Additional Benefits under 3.8, 3.11 and 3.19 under this **Policy** in respect of any incident which involves a driver of the **Vehicle** other than **You**.

We will not pay consequential loss of any kind.

We will not pay for any liability directly or indirectly caused by, contributed to or in connection with asbestos and/or silica or asbestos and/or silica products in whatever form or quantity.

5.2 YOUR POLICY ALSO DOES NOT COVER ANY LOSS OR DAMAGE, IF YOUR VEHICLE:

- (a) was not reasonably secured against further damage or theft, following an **Accident**;
- (b) was being driven by someone:
 - who does not hold a legal driving licence to drive **Your Vehicle** in Australia; or
 - who was under the influence of alcohol or drugs; or
 - whose blood alcohol reading exceeds the legal limit (unless there is a law that says otherwise); or
 - who following an **Accident**, refused to provide or allow the taking of a sample of breath, blood or urine for testing analysis as required by the law of any State or Territory in which the **Accident** occurred.

However, **We** do give cover if **You** have allowed another person to drive **Your Vehicle** but **You** did not know or could not be reasonably expected to know that they were not so licensed or would be under the influence of alcohol or drugs.

Where permitted by law, **We** reserve the right to recover the amount **We** pay from the driver of **Your Vehicle** at the time of the loss or damage.

- (c) is stolen or is involved in an **Accident** or an event covered by this **Policy** and **You** incur costs because **You** cannot use **Your Vehicle**, unless cover is specifically specified elsewhere within the **Policy**;

- (d) has been modified in a way that materially increases its designed top speed or performance which **We** were not informed of and have not agreed to cover in writing;
- (e) is being used to carry more passengers or carrying or towing a heavier load than it was designed for, unless **You** can prove that this did not contribute to the loss or damage;
- (f) or an attached caravan or trailer was being used when **You** knew or should have known it was unroadworthy or unsafe, unless **You** can prove that this did not contribute to the loss or damage;
- (g) is being used in a test, trial, experiment or demonstration other than a demonstration for the purpose of selling the **Vehicle** or involvement in a defensive driving course;
- (h) is being used for, or is being tested in preparation for racing, pace making, reliability trial or a speed or hill climb; unless cover is specifically specified elsewhere within the **Policy**;
- (i) is let on hire, used to carry other people's goods for payment or used to carry passengers for payment, other than private car-pooling arrangements, where **We** have agreed to cover **You**;
- (j) is not registered for use on a public road;
- (k) runs on rails or is designed to run in water such as in a river, lake or sea;
- (l) has been legally seized or repossessed;
- (m) is outside Australia except when being transported between places in Australia;
- (n) is being used when it is in an unsafe or unroadworthy condition, and **You** knew or should have known that it was unsafe to use or was unroadworthy; or
- (o) is being used to carry illegal quantities of inflammable liquids, gases or explosives.

5.3 WE MAY REDUCE THE AMOUNT OF YOUR CLAIM FOR ANY LOSS, DAMAGE OR LIABILITY ARISING OUT OF:

- (a) **Your** failure to comply with a condition of this **Policy**, if and to the extent **We** are prejudiced by **Your** failure;
- (b) a deliberate act by **You** or anyone acting with **Your** permission except when it is to avoid or reduce damage which would otherwise happen;
- (c) any intentional criminal or dishonest act by **You** or any person acting with **Your** consent; or
- (d) **Your** admission of liability or fault for damage or injury without **Our** consent, except where such liability would have been incurred even if **You** had not admitted fault or liability.

Section 6: GENERAL CONDITIONS

These General Conditions apply to this entire Policy.

6.1 CHANGING YOUR POLICY

If **You** want to make a change to this **Policy**, the change becomes effective when:

- **We** agree to it; and
- **We** give **You** a new **Policy Schedule** detailing the change.

6.2 OTHER INTERESTS

You must not transfer any interests in this **Policy** without **Our** written consent. Any person whose interests **You** have told **Us** about and **We** have noted on **Your Policy Schedule** is bound by the terms of this **Policy**.

6.3 HOW GOODS AND SERVICES TAX AFFECTS ANY PAYMENTS WE MAKE

The amount of premium payable by **You** for this **Policy** includes an amount on account of the **GST** on the premium.

When **We** pay a claim, **Your GST** status will determine the amount **We** pay.

When **You** are:

- (a) not registered for **GST**, the amount **We** pay is the sum insured/limit of liability or the other limits of insurance cover including **GST**.
- (b) registered for **GST**, **We** will pay the sum insured/limit of liability or the other limits of insurance and where **You** are liable to pay an amount for **GST** in respect of an **Acquisition** relevant to **Your** claim (such as services to repair a damaged item insured under the **Policy**) **We** will pay for the **GST** amount.

We will reduce the **GST** amount **We** pay for by the amount of any **Input Tax Credits** to which **You** are or would be entitled if **You** made a relevant **Acquisition**. In these circumstances, the **Input Tax Credit** may be claimable through **Your Business Activity Statement**.

You must advise **Us** of **Your** correct **Australian Business Number** and **Taxable Percentage**. Any **GST** liability arising from **Your** incorrect advice is payable by **You**.

Where the settlement of **Your** claim is less than the sum insured/limit of indemnity or the other limits of insurance cover, **We** will only pay an amount for **GST** (less **Your** entitlement to **Input Tax Credits**) applicable to the settlement. This means that if these amounts are not sufficient to cover **Your** loss, **We** will only pay the **GST** relating to **Our** settlement of the claim.

We will (where relevant) pay **You** on **Your** claim by reference to the **GST** exclusive amount of any supply made by any **Business** of **Yours** which is relevant to **Your** claim.

Acquisition, **Business Activity Statement**, **GST** and **Input Tax Credit** have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related legislation as amended from time to time.

Taxable Percentage means **Your** entitlement to an **Input Tax Credit** on **Your** premium as a percentage of the total **GST** on that premium.

6.4 PREVENTING OUR RIGHT OF RECOVERY

If **You** have agreed not to seek compensation from another person who is liable to compensate **You** for any loss, damage or liability which is covered by this **Policy**, **We** will not cover **You** under this **Policy** for that loss, damage or liability.

6.5 REASONABLE PRECAUTIONS

You and any person acting on **Your** behalf must exercise care and take reasonable precautions to prevent loss damage, liability or events arising from the use of **Your Vehicle**, and to comply with all statutory obligations and by-laws or regulations imposed by any public authority, for the safety of **Your Vehicle**.

Claims – How To Make A Claim

WHAT YOU MUST DO AFTER AN ACCIDENT OR INCIDENT

If an **Accident** or incident happens which may give rise to a claim **You** must:

- take all reasonable steps to secure **Your Vehicle** to prevent further loss, damage or liability; and
- notify the police immediately if **Your Vehicle** or any of **Your** property is stolen or maliciously or intentionally damaged; and
- notify **Our** Claims Service Team as soon as possible (by calling 13 FORD or email: HGS_Ford_Claims@hdi-specialty.com) who can provide **You** with a claim form and advice on what to do; and
- supply **Us** with all information **We** require to settle or defend the claim; and
- notify **Us** of any other insurance covering the same loss, damage or liability; and
- give **Us** all reasonable help and information that **We** request, which may include attending court to give evidence. **You** must do this even if **We** have paid **Your** claim because **We** may try to recover **Our** payment to **You** from the responsible person or **We** may want to defend a claim made against **You**; and
- co-operate with **Us** fully in any action **We** take if **We** have a right to recover any money payable under this **Policy** from any other person; and
- send to **Us** immediately any letter or communication from other parties; and
- tell **Us** immediately of any notice of impending prosecution or details of any inquest or official inquiry.

If **You** are in doubt at any time about making a claim under this **Policy**, please contact the Claims Service Team.

WHAT YOU MUST NOT DO AFTER AN ACCIDENT OR INCIDENT

In the event of an **Accident** or incident that may give rise to a claim, **You** must not:

- admit liability if an **Accident** occurs which is likely to result in someone claiming against **You**; or
- make an offer, settlement, promise or payment; or
- incur any costs or expenses without **Our** written consent, in respect of any right or claim which may be the subject of a claim by **You** against **Us** under this **Policy**; or
- authorise repairs to **Your Vehicle** without **Our** prior consent. However **You** may authorise:
 - the fitting of an identical replacement glass; and
 - repairs up to \$3,000 (over and above any applicable **Excesses**) if **You** are more than 100 kilometres from the normal nightly parked address and they are necessary to enable **You** to continue **Your** journey.

WHAT WE DO

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If **We** do this, **We** will do it in **Your** name. **We** have full discretion in the conduct of any legal proceedings and in the settlement of any claim. **You** must co-operate by giving **Us** any statements, documents or assistance **We** require. This may include giving evidence in any legal proceedings.

PROVIDING PROOF

So that **Your** claim can be assessed quickly **You** should keep the following:

- receipts or other confirmation of the purchase of **Your Vehicle** or any **Accessories**; and
- all service and repair records.

We may ask **You** for these if **You** make a claim.

WHAT CAN AFFECT A CLAIM

We will reduce the amount of a claim by the **Excess(es)** shown on **Your Policy Schedule**.

We may refuse to pay a claim if **You** are in breach of any of the conditions of this **Policy**, if and to the extent **We** are prejudiced by **Your** breach.

We pay only once for loss or damage from the same event covered by this **Policy** even if it is covered under more than one section of the **Policy**.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefits under this **Policy**.

WHAT YOU MUST PAY IF YOU MAKE A CLAIM – EXCESS

If **We** accept **Your** claim **You** will need to pay the total amount of the applicable **Excesses** either to **Us** or to the repairer. **We** will tell **You** to whom it must be paid. However, if **Your Vehicle** is a **Total Loss**, **We** may deduct any **Excess** applicable before **We** make any

payment under a claim. If the cost of repair is less than the applicable **Excess** no claim can be made under this **Policy**. Where further loss or damages arises from separate, subsequent or intervening cause or causes **We** will treat each such cause or causes arising in loss or damage as a separate claim and apply the further applicable **Excess** or **Excesses**.

The following are the **Excesses** which may apply under **Your Policy** and more than one **Excess** may apply in respect of any one claim:

STANDARD EXCESS

You will have to contribute this first amount for every claim **You** make under the **Policy**. This amount is shown on the **Policy Schedule** as the standard **Excess**.

ADDITIONAL EXCESSES

The **Excesses** set out below are in addition to the standard **Excess** and accumulate with the standard **Excess** and each other if they apply.

AGE OR INEXPERIENCED DRIVER EXCESS

In addition to the standard **Excess**, **You** will have to contribute an age **Excess** or inexperienced driver **Excess** if at the time of any incident giving rise to a claim **Your Vehicle** is driven by a person:

- between the age of 16-21 years old: an additional \$750 each and every claim; or
- between the age of 22-25 years old: an additional \$500 each and every claim; or
- aged 25 years old or more but has not held an Australian driver's licence for 2 or more years: an additional \$500 each and every claim.

You will not have to contribute this additional **Excess** if the only damage to **Your Vehicle** is glass or is caused by storm or hail damage.

LEARNER DRIVER EXCESS

If at the time of a loss or damage a licensed learner driver is in control of **Your Vehicle**, the **Excesses** that will apply are those that would have applied to the licensed passenger who is instructing the learner.

OFF ROAD EXCESS

If **Your Vehicle** is damaged while it is being driven on any beach or off any public road (not including driveways and other land belonging to **You**), any applicable **Excesses** payable under the **Policy** will be doubled.

GLASS EXCESS

If **You** sustain a loss where the only damage to **Your Vehicle** a windscreen, sunroof or window glass, during the Period of Insurance, **We** will not apply the standard **Excess**.

UNNAMED DRIVER EXCESS

When the **Policy Schedule** shows that the "Named driver restriction" applicable, **We** will apply an Unnamed Driver **Excess** of \$1,500 if you make a claim for an incident that occurred when **Your Vehicle** was being driven by any driver that is not listed in the **Policy Schedule** as a named driver.

This Unnamed Driver Excess, if payable, replaces all other **Excesses** applicable to **Your Policy**, however any Age or Inexperienced Driver Excess or Off Road Excess will apply in addition to this at all times.

WHEN YOU WILL NOT HAVE TO PAY AN EXCESS

You will not have to contribute any **Excess** towards a claim, if:

(a) **You** can satisfy **Us** that the claim involves a collision with another vehicle and the collision which gave rise to the claim was totally the fault of the driver of another vehicle, and

(b) **You** tell **Us** the registration number of the other vehicle and the full name, licence number and address of the other driver, and

(c) the amount of **Your** claim exceeds the applicable **Excesses** under the **Policy**.

We give this benefit only if **We** are allowed legally to recover the amount of any loss, including any applicable **Excesses** from the at fault driver of the other vehicle.

Where the driver of the other vehicle disputes who was at fault, **You** must pay any **Excess** which applies but **We** will refund it if **We** are successful in establishing that the other driver was at fault and making a successful recovery of any **Excess** from the at fault driver of the other vehicle.

SANCTIONS

We will not be deemed to provide cover nor liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Australia or United States of America.

CONTACTING US

If **You** have any queries about this Policy, contact **WTW** as per the details shown below.

ADDRESS: Level 32, 385 Bourke Street, MELBOURNE VIC 3000.

EMAIL: fordinsure@wtwco.com

PHONE: 13 FORD

CONTACTING CLAIMS SERVICE TEAM

If **You** would like to make a claim or if **You** have any questions about a claim **You** have made, please contact the Claims Service Team.

TELEPHONE: 13 FORD

EMAIL: HGS_Ford_Claims@hdi-specialty.com

This PDS and **Policy Wording** is dated 28/11/2023.

About WTW

At WTW (NASDAQ: WTW), we provide data-driven, insight-led solutions in the areas of people, risk and capital. Leveraging the global view and local expertise of our colleagues serving 140 countries and markets, we help you sharpen your strategy, enhance organisational resilience, motivate your workforce and maximise performance. Working shoulder to shoulder with you, we uncover opportunities for sustainable success — and provide perspective that moves you. Learn more at [wtwco.com](https://www.wtwco.com).

